

**CALLEGUAS MUNICIPAL WATER DISTRICT**

2100 Olsen Road, Thousand Oaks, California 91360

Written communications from the public must be received by 8:30 a.m. on the Thursday preceding a regular Board meeting in order to be included on the agenda and considered by the Board at that meeting. Government Code Section 54954.2 prohibits the Board from taking action on items not posted on the agenda except as provided in Subsection 54954.2(b).

[www.calleguas.com](http://www.calleguas.com)

**BOARD OF DIRECTORS MEETING**

March 19, 2025, 4:00 p.m.

**AGENDA**

**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

BOARD OF DIRECTORS

Raul Avila, President

Scott H. Quady, Vice-President

Thibault Robert, Secretary

Jacquelyn McMillan, Treasurer

Reddy Pakala, Director

**2. PUBLIC COMMENTS**

*This portion of the agenda may be utilized by any member of the public to address the Board of Directors on any matter within the jurisdiction of the Board that does not appear on the agenda and on matters that are on the agenda but are not designated as action items.*

*Depending on the subject matter, the Board of Directors may be unable to respond at this time, or until the specific topic is placed on the agenda at a future CMWD Board Meeting, in accordance with the Ralph M. Brown Act. Please limit remarks to three minutes.*

To participate:

[https://us06web.zoom.us/j/84561392448?pwd=H99iPlpQqxn\\_tyHwp4l9crNoDyA5og.9Lxwf-xOnu0Y39\\_z](https://us06web.zoom.us/j/84561392448?pwd=H99iPlpQqxn_tyHwp4l9crNoDyA5og.9Lxwf-xOnu0Y39_z)

Phone # +1 (720) 707-2699 \*825427# (Denver)

Webinar ID: 845 6139 2448

Passcode: 930807

### **3. PRESENTATIONS**

- A. Introduction of new Senior Control Technician Mark Bellinger
- B. Presentation of Association of Water Agencies of Ventura County Special Recognition Award

### **4. ITEMS TO BE ADDED TO THE AGENDA – GOVERNMENT CODE 54954.2(b)**

*Consideration of any items that require addition to the agenda due to the existence of an emergency situation, the need to take immediate action, and requests for remote participation due to emergency circumstances.*

### **5. CONSENT CALENDAR**

*Consent Calendar items are to be approved or accepted by vote on one motion unless a Board member requests separate consideration. If any Board member requests that an item be removed from the Consent Calendar for further discussion, it will be moved to the first item on the Action Items portion of the Agenda.*

- A. Approve the Minutes of the March 5, 2025 Regular Board Meeting
- B. Authorize the General Manager to Execute Amendment No. 3 to Water Conservation Funding Agreements 70028 and 66640 Between Metropolitan and Calleguas to Extend the Term of Each Agreement by 10 Years

### **6. ACTION ITEMS**

*Action Items call for separate discussion and action by the Board for each agendized topic.*

- A. Designate a Board Member to Vote on Behalf of Calleguas for Association of California Water Agency (ACWA) Officers and the Region 8 Board and Authorize the General Manager to Sign and Submit the Authorized Voting Representative Form

### **7. REPORTS**

*Report items are placed on the agenda to provide information to the Board and the public and no Board action is sought.*

#### **A. GENERAL MANAGER AND STAFF REPORTS**

- 1. February 2025 Water Use and Sales, January 2025 Power Generation, and February 2025 Investment Summary Reports – Sue Taylor, Accounting Supervisor

2. Imported Water Supply Conditions Report – Jennifer Lancaster, Manager of Water Resources
3. Report on ACWA Washington, D.C. Conference February 25 – 27 – Charlotte Holifield, Manager of External Affairs
4. State Legislative Update – Charlotte Holifield, Manager of External Affairs

**B. GENERAL COUNSEL REPORT**

1. General Counsel’s Report

**C. BOARD OF DIRECTORS REPORTS**

1. Committee Meeting Report

2. Board Member Reports on Ancillary Duties

Reports on ancillary duties are placed on the agenda to provide a forum for discussion concerning the activities of external entities to which Calleguas Board members are assigned in a representative capacity.

- a. Report of ACWA Region 8 Director
  - b. Report of ACWA Joint Powers Insurance Authority Representative
  - c. Report of Association of Water Agencies of Ventura County Representative
  - d. Report of Fox Canyon Groundwater Management Agency Representative
  - e. Report of Metropolitan Water District Director
  - f. Report of Ventura LAFCo Commissioner
  - g. Report of Ventura County Regional Energy Alliance Representative
  - h. Report of Ventura County Special Districts Association Representative
2. Directors’ List of Administrative Code Reimbursable Meetings Other than Ancillary Duties

Reimbursable meetings reports are placed on the agenda to comply with statutory and Calleguas Administrative Code requirements for members of a legislative body who attend a meeting at the expense of the local agency to provide a report of the meeting.

3. Discussion regarding upcoming meetings to be attended by Board members
4. Request for Future Agenda Items

## **8. INFORMATION ITEMS**

- A. Coalition Letter to Senator Durazo, re: SB 394 (Allen) – Support, March 11, 2025.

## **9. CLOSED SESSION**

## **10. ADJOURNMENT** to Board Meeting April 2, 2025 at 4:00 p.m.

**Note:** Calleguas Municipal Water District conducts in-person meetings in accordance with the Brown Act. The District has also established alternative methods of participation which permit members of the public to observe and address public meetings telephonically and/or electronically. These methods of participation can be accessed through the internet link provided at the top of this agenda.

In addition to the above referenced methods of participation, members of the public may also participate by submitting comments by email to [info@calleguas.com](mailto:info@calleguas.com) by 5:00 p.m. on the calendar day prior to the public meeting. Email headers should refer to the Board meeting for which comments are offered. Comments received will be placed into the record and distributed appropriately.

Agendas, agenda packets, and additional materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available on the District website at [www.calleguas.com](http://www.calleguas.com).

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Secretary to the Board in advance of the meeting to ensure the availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

CALLEGUAS MUNICIPAL WATER DISTRICT  
BOARD OF DIRECTORS MEETING  
March 5, 2025

**MINUTES**

The meeting of the Board of Directors of Calleguas Municipal Water District was held in-person at 2100 E. Olsen Road, Thousand Oaks CA 91360. The District also provided telephonic and electronic methods of participation for the public as noted on the meeting agenda.

The meeting was called to order by Raul Avila, President of the Board, at 4:00 p.m.

**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Directors Present at District Headquarters:	Raul Avila, President Scott Quady, Vice-President Thibault Robert, Secretary Jacquelyn McMillan, Treasurer Reddy Pakala, Director
Staff Present at District Headquarters:	Kristine McCaffrey, General Manager Ian Prichard, Deputy General Manager Fernando Baez, Manager of Engineering Omar Castro, Manager of Operations and Maintenance Kat Ehret, Management Analyst Tricia Ferguson, Manager of Human Resources and Risk Management Charlotte Holifield, Manager of External Affairs Jennifer Lancaster, Manager of Water Resources Wes Richardson, Manager of Information Technology Steve Sabbe, IT Specialist Sue Taylor, Accounting Supervisor Kara Wade, Clerk of the Board
Staff Present via Videoconference:	Kayde Maddox, Administrative Assistant Jenyffer Vasquez, Principal Water Resources Specialist
Legal Counsel Present at District Headquarters:	Walter Wendelstein, Wendelstein Law Group, PC, District Counsel

## **2. PUBLIC COMMENTS**

None

## **3. PRESENTATIONS**

These items were deferred to a future agenda.

- A. Introduction of new Senior Control Technician Mark Bellinger
- B. Presentation of Association of Water Agencies of Ventura County Special Recognition Award

## **4. ITEMS TO BE ADDED TO THE AGENDA – GOVERNMENT CODE 54954.2(b)**

None

## **5. CONSENT CALENDAR**

- A. Approve the Minutes of the February 19, 2025 Board Meeting
- B. Receive and Affirm the Payment Register for the District's Activities from January 23, 2025 to February 24, 2025
- C. Approve Capital Project Budget Increase in the Amount of \$700,000 for LVMWD-CMWD Interconnection (Project No. 450)
- D. Adopt Resolution No. 2105, Awarding the Contract for the Construction of Networking Center Relocation and Administration Building Storage Room Addition (Project No. 620)
- E. Receive and Affirm the Quarterly Consultant Contract Reports for the District's Contracted Activities through December 31, 2024
- F. Receive and Affirm the Quarterly Capital Projects Report for the District's Activities through December 31, 2024

- G. Authorize \$136,240 for a Three-Year Supervisory Control and Data Acquisition Software and Support Contract with Aveva Select

On a motion by Director McMillan, seconded by Director Robert, the Board of Directors voted 5-0 to approve Consent Calendar

AYES: Directors Pakala, McMillan, Robert, Quady, Avila

NOES: None

## 6. ACTION ITEMS

None

## 7. REPORTS

### A. GENERAL MANAGER AND STAFF REPORTS

#### 1. Monthly Status Report

The Board asked questions, which the General Manager and department managers answered. Director Avila requested that, in the future, each Board member come prepared to ask about specific items in the Monthly Status Report, with references to item numbers. He also requested that the General Manager highlight five accomplishments from each Monthly Status Report.

#### 2. January 2025 Water Use and Sales, December 2024 Power Generation, and January 2025 Investment Summary Reports – Sue Taylor, Accounting Supervisor

The Accounting Supervisor presented the report.

Director Avila said that, due to technical difficulties concerning the Accounting Supervisor report, the General Counsel's Report would be heard at this time.

### B. GENERAL COUNSEL REPORT

#### 1. General Counsel's Report

General Counsel stated that he has been working with the Emergency Response Coordinator on an agreement to participate in the Ventura County Regional Radio Network; with the Manager of Human Resources and Risk Management on a consultant contract for review of insurance certificates;

and with Special Counsel on construction, environmental, and groundwater issues. He attended the ACWA Legal Affairs Committee meeting, as the District's appointed representative, where a Proposition 26 case was discussed.

C. BOARD OF DIRECTORS REPORTS

1. Committee Meeting Report

Director McMillan said that, at the Finance Committee meeting on March 3, they discussed the findings of the Fiscal Year 2024-25 audit. She also stated that a Request for Proposals would be issued for potential new auditors.

Director Avila returned to General Manager and Staff Reports

3. January 2025 Financial Report – Sue Taylor, Accounting Supervisor

The Accounting Supervisor presented the report.

D. BOARD OF DIRECTORS REPORTS

1. Committee Meeting Report (continued)

Director Robert said that, at the Ad Hoc Committee on Staff Housing on March 4, they discussed options for House No. 3. They inspected the house and surrounding area. House No. 3 has very limited access for large vehicles and construction equipment and any access improvements would involve modifications to facilities under the jurisdiction of the Division of Safety of Dams, which would increase the cost and extend the schedule substantially. Due to these constraints, the recommendation is for House No. 3 to be substantially renovated instead of replaced. The approaches to House Nos. 1 and 2 will be addressed at a later Ad Hoc Committee meeting. The Board requested that maintenance on the staff houses be a priority and the General Manager assured them that it would be.

2. Board Member Reports on Ancillary Duties

*Reports on ancillary duties are placed on the agenda to provide a forum for discussion concerning the activities of external entities to which Calleguas Board members are assigned in a representative capacity.*

a. Report of ACWA Region 8 Director

No report.



b. Report of ACWA Joint Powers Insurance Authority Representative

Director Quady said he received the annual risk assessment performed by ACWA JPIA staff on workers' compensation, liability, and property issues. He said that staff has done a great job of keeping claims low.

c. Report of Association of Water Agencies of Ventura County Representative

No report.

d. Report of Fox Canyon Groundwater Management Agency Representative

No report.

e. Report of Metropolitan Water District Director

Director McMillan provided a written report on the Metropolitan meetings she attended from February 6 to 19. She noted that she will be Metropolitan's alternate representative on the Delta Conveyance Design and Construction Authority Board. Director McMillan's report is attached and made part of these minutes.

f. Report of Ventura LAFCo Commissioner

No report.

g. Report of Ventura County Regional Energy Alliance Representative

Director Pakala attended his first meeting on February 20 as Calleguas's representative. He said that VCREA has awarded \$14 million in grants for electrical vehicle charging upgrades and infrastructure to cities and special districts. He said that the next time grants are offered, Calleguas should consider applying.

h. Report of Ventura County Special Districts Association Representative

No report.

2. Directors' List of Administrative Code Reimbursable Meetings Other than Ancillary Duties  
*Reimbursable meetings reports are placed on the agenda to comply with statutory and Calleguas Administrative Code requirements for members of a legislative body who attend a meeting at the expense of the local agency to provide a report of the meeting.*

Board members provided reports on various meetings that they attended that are subject to the District's reimbursement policy.

3. Discussion regarding upcoming meetings to be attended by Board members

None.

4. Request for Future Agenda Items

Director McMillan stated she is interested in being considered for the open position on the ACWA Region 8 Board, but may be able to pursue it as a representative of Metropolitan. She will follow up with the General Manager regarding this matter.

The General Manager said that the Calleguas Board will need to designate a voting member for the upcoming ACWA elections.

## **8. INFORMATION ITEMS**

- A. Calleguas Comment Letter re: County Water Districts: AB 367-Assemblymember Steve Bennett requirements for water suppliers to prepare for wildfire events: fire suppression, February 21, 2025.

## **9. CLOSED SESSION**

- A. Pursuant to Government Code Section 54957 (personnel exemption), Employee Performance Evaluation – General Manager

At 4:59 p.m., Director Avila adjourned to Closed Session to discuss Item 9.A as stated on the agenda. Closed Session began at 5:01 p.m.

-----

**CLOSED SESSION CONTINUING**

-----

At 6:32 p.m., Closed Session ended.

At 6:34 p.m., Director Avila reconvened to Open Session.

Regarding Item 9.A, Director Avila had each Director say a few words regarding the General Manager's performance review. They thanked her for her excellent management of the District. After an evaluation of the General Manager's performance, the Board of Directors recommended that: (1) the General Manager receive a 3.3% cost-of-living adjustment in accordance with the current consumer price index; (2) a framework be established for setting and evaluating goals twice annually; (3) the Board establish a salary range for the General Manager's position; and (4) the General Manager's employment contract be amended to state that her performance review will take place each March.

On a motion by Director Avila, seconded by Director Quady, the Board of Directors voted 5-0 to approve the four recommendations of the Board as set forth above.

AYES: Directors Pakala, McMillan, Robert, Quady, Avila

NOES: None

**10. ADJOURNMENT**

Director Avila declared the meeting adjourned at 6:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
Thibault Robert, Board Secretary

RAUL AVILA, PRESIDENT  
DIVISION 1

THIBAUT ROBERT, SECRETARY  
DIVISION 4

REDDY PAKALA, DIRECTOR  
DIVISION 3



5B MEMO CONSENT CALENDAR

SCOTT H. QUADY, VICE-PRESIDENT  
DIVISION 2

JACQUELYN MCMILLAN, TREASURER  
DIVISION 5

KRISTINE MCCAFFREY  
GENERAL MANAGER

## BOARD MEMORANDUM

**Date:** March 19, 2025

**To:** Board of Directors

**From:** Jennifer Lancaster, Manager of Water Resources

**Subject:** Item 5.B – Authorize the General Manager to Execute Amendment No. 3 to Water Conservation Funding Agreements 70028 and 66640 Between Metropolitan and Calleguas to Extend the Term of Each Agreement by 10 Years

---

**Objective:** Promote water use efficiency by continuing to provide rebates and other incentives through the Metropolitan-funded Regional Conservation Program.

**Recommended Action:** Authorize the General Manager to Execute Amendment No. 3 to Water Conservation Funding Agreements 70028 and 66640 Between Metropolitan and Calleguas to Extend the Term of Each Agreement by 10 Years.

**Budget Impact:** None

### Discussion:

The Metropolitan-administered Turf Replacement Program, device rebate incentives, and Member Agency Administered Program (collectively called the Regional Program) is implemented through a Water Conservation Program Master Agreement between Metropolitan and each Member Agency. There are two Master Agreements governing the Regional Program – one for residential customers and one for commercial, industrial, and institutional (CII) customers. The existing Master Agreements have a 10-year term and have been modified and extended through two Amendments.

The Master Agreements were initially executed in 2005 and 2007; Agreement No. 70028 (Residential) and Agreement No. 66640 (CII) and Amendments expire on June 30, 2025. In order to continue the program, Metropolitan has prepared another Amendment to each contract to extend the term another 10 years to June 30, 2035. The Amendments would not materially

change the terms and conditions of the existing Agreements and would not require any expenditure of District funds.

**Attachments**

- Agreement No. 70028, FY 2007-2015, Calleguas Municipal Water District, Water Conservation Funding Agreement Between the Metropolitan Water District of Southern California and Calleguas Municipal Water District; First Amendment; Second Amendment; and Third Amendment
- Agreement No. 66640, FY 2005-2015, The Metropolitan Water District of Southern California's Commercial/Industrial/Institutional Water Conservation Item Funding Agreement Between the Metropolitan Water District of Southern California and Calleguas Municipal Water District; First Amendment; Second Amendment; and Third Amendment

AGREEMENT NO. 70028

FY 2007-2015

CALLEGUAS MUNICIPAL WATER DISTRICT  
WATER CONSERVATION FUNDING AGREEMENT

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

CALLEGUAS MUNICIPAL WATER DISTRICT

AGREEMENT NO. 70028

FY 2007-2015

CALLEGUAS MUNICIPAL WATER DISTRICT  
WATER CONSERVATION FUNDING AGREEMENT

BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND

CALLEGUAS MUNICIPAL WATER DISTRICT

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Recitals.....	2
Section 1: Project Description .....	3
Section 2: Agreement Term .....	3
Section 3: Agreement Administrators.....	3
Section 4: Written Notice.....	4
Section 5: Responsibility and Ownership.....	4
Section 6: Funding.....	5
Section 7: Installation Verification.....	5
Section 8: Invoicing Requirements.....	6
Section 9: Incentive Payment.....	6
Section 10: Rate Structure .....	6
Section 11: Other Terms .....	8
<b>Exhibits</b>	
Exhibit A: Metropolitan’s Incentives	Exhibit E: HECW Agreement No. 4600004214
Exhibit B: Item Database Information	Exhibit F: HECW Allocation
Exhibit C: Conservation Credit Invoice	Exhibit G: Supplemental Purchase Specification
Exhibit D: WBIC Agreement No. 4600003098	Exhibit H: California Friendly Model Home Program

AGREEMENT NO. 70028

FY 2007-2015

CALLEGUAS MUNICIPAL WATER DISTRICT

WATER CONSERVATION FUNDING AGREEMENT

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND

CALLEGUAS MUNICIPAL WATER DISTRICT

THIS AGREEMENT (Agreement) is made and entered into as of July 1, 2006, by and between The Metropolitan Water District of Southern California (Metropolitan) and Calleguas Municipal Water District (Calleguas). Metropolitan and Calleguas may be collectively referred to as "Parties" and individually as "Party."

Recitals

- A. Metropolitan, through its Conservation Credits Program (Program), assists member agencies in conserving water supplies. The Program was established per authorization detailed in Board Letter No. 7-7 in May 1990 and subsequent authorizations thereafter. Pursuant to those Board authorizations, Metropolitan established funding for a number of water conservation items shown in Exhibit A, which is attached hereto and incorporated herein by this reference;
- B. Calleguas, a Metropolitan Member Agency, elects to participate in Metropolitan's Program to replace non-conserving items within its service area;
- C. Metropolitan expects, in the future, by addendum to this Agreement, to establish funding for additional water conservation items and to change some or all of the existing funding rates;
- D. Metropolitan has fiscal responsibility to manage its budget, and hence may have a need to limit availability of funds;
- E. Metropolitan actively pursues grants and other outside funding to increase the incentive funding amount per item and if obtained, allocates and passes these funds to its Member Agencies; and
- F. Metropolitan currently has several grants, with the Department of Water Resources (DWR), that are incorporated into this Agreement. The following Exhibits, which are attached hereto and incorporated herein by this reference, incorporate those grant agreements and allocations: Exhibit A-Metropolitan Incentives, Exhibit B-Database Information for Incentive Programs, Exhibit C-Conservation Credit Invoice, Exhibit D-



DWR Weather-Based Irrigation Controller (WBIC) grant agreement, Exhibit E –DWR High-Efficiency Clothes Washer (HECW) grant agreement, and Exhibit F-Prop. 50 HECW allocation.

- G. As of July 1, 2006, Metropolitan will only fund ultra-low flush toilets (ULFT's) that meet requirements in Exhibit G-Supplemental Purchase Specification (SPS). The SPS was developed by the Los Angeles Department of Water and Power to be used to establish a higher standard for ULFT's. Beginning January 1, 2009 Metropolitan will cease funding for ULFTs and will only fund High-Efficiency Toilets (HETs).

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

#### Section 1: Project Description

This Agreement combines all conservation programs into one agreement and provides incentives to Metropolitan's Member Agencies. Addendums to this agreement will be issued for changes involving Board approved items, grant funding, and changes to incentive programs including funding and incentive levels.

#### Section 2: Agreement Term

- 2.1 This Agreement will be effective on July 1, 2006 or upon execution of this Agreement by all Parties, whichever is later. Calleguas will complete all item installations, distributions, vouchers, or rebates by June 30, 2015, and provide all final invoicing and verification to Metropolitan by August 15, 2015, or within 45 days after termination, whichever occurs first (Term). Continuance of this Agreement will be subject to annual budget approval by Metropolitan's Board.
- 2.2 This Agreement may be amended at any time by written mutual agreement executed by both of the Parties, or by Addendums issued by Metropolitan, as set forth in Section 1.
- 2.3 This Agreement may be terminated by either Party for any reason 30 days after written notice to the other Party as provided in Section 4. Such termination could occur if the funding mechanism for conservation programs is changed as a result of action by Metropolitan's Board.
- 2.4 Upon termination, Calleguas shall provide Metropolitan with complete documentation for remaining items covered under this Agreement and invoiced as provided in Sections 8 and 9.

#### Section 3: Agreement Administrators

- 3.1 Ms. Maria Biel is appointed Agreement Administrator for Metropolitan for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Metropolitan. Mr. Steve Sabbe is appointed Agreement Administrator for Calleguas for the purpose of administering this Agreement and making any decisions in

connection therewith on behalf of Calleguas. The designated Agreement Administrators may be changed by providing written notice to the other Party as outlined in Section 4.

#### Section 4: Written Notice

- 4.1 Any communication required to administer this Agreement shall be in writing and will be deemed received upon personal delivery or 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to Metropolitan: The Metropolitan Water District of Southern California  
Post Office Box 54153  
Los Angeles, CA 90054-0153

Attention: Ms. Maria Biel

If to Calleguas: Calleguas Municipal Water District  
2100 Olsen Road  
Thousand Oaks, CA 91360-6800

Attention: Mr. Steve Sabbe

Either Party may change such address by giving notice to the other Party as provided herein.

#### Section 5: Responsibility and Ownership

- 5.1 Calleguas, at its sole discretion, may independently contract with its own agents under separate agreements for Project administration and management, provided they present no conflict of interest in Project performance or with the terms of this Agreement.
- 5.2 Calleguas and/or its agent shall provide all necessary services and materials for the Project including, but not limited to, the following: program administration, promotion, marketing materials, data collection, analysis, and reporting.
- 5.3 All materials and supplies necessary to implement the Project shall be the exclusive property of Calleguas. Metropolitan shall have no ownership, right, title, security interest, or other interest in any Project facilities, materials, or supplies, nor any rights, duties, responsibilities for operation or maintenance thereof.
- 5.4 Calleguas is responsible for assuring that the Project complies with all federal, state, and local requirements.
- 5.5 Calleguas is solely responsible for the performance of its staff or representatives in complying with the terms of this Agreement and for the proper allocation of funds provided by Metropolitan for the purpose of achieving water conservation savings under this Agreement.

- 5.6 Calleguas agrees to cooperate with Metropolitan's data management activities related to assessing device saturation and program success.
- 5.7 As part of the Project, Calleguas shall use and maintain an electronic database similar to the format shown in Exhibit B for any conservation items installed, distributed, vouchered, or rebated by Calleguas or its agents, to avoid duplicate distributions and to determine the saturation rate of items by the appropriate geographic delineation.

#### Section 6: Funding

- 6.1 Incentives are limited by Board policy to \$195 per acre-foot of water saved, up to the full cost of the device. If at any time during this Agreement Metropolitan determines that the cost of any particular device falls below the incentive level, Metropolitan shall adjust the incentive accordingly per Board policy.
- 6.2 Metropolitan is funding the pilot demonstration project California Friendly Model Home Rebate Program to promote interest in new water-efficient features for the home. Exhibit H, which is attached as Metropolitan's pre-approval form for this program.
- 6.3 Metropolitan funding shall be in the form of a conservation credit on Metropolitan's water service invoice to Calleguas. In recognition of receiving these incentives, Calleguas pledges to increase efforts to achieve landscape and commercial conservation, and support these programs through local cost share. Metropolitan's financial obligation for funding will be for the time period specified and/or until funds are exhausted on that item. To the extent Metropolitan's Board determines not to fund one or more items listed on Exhibit A, Metropolitan will issue an addendum to Exhibit A to adjust funding rate(s).
- 6.4 If Metropolitan secures additional funding from outside sources for one or more items, an addendum will be issued from Metropolitan. Metropolitan will notify Calleguas of outside funding status and should outside funding run out, Metropolitan's funding commitment will revert to the current Board approved amount. Metropolitan may issue allocations or deploy other administrative actions to ensure that grant limits are not over spent. The funding amounts listed on Exhibit A are modified from time to time by addendums. Calleguas shall be responsible for all costs in excess of those listed on Exhibit A of the addendums.

#### Section 7: Installation Verification

- 7.1 Calleguas shall be responsible for selecting a method to verify installation of items installed, distributed, vouchered, and/or rebated by Calleguas or its agents during the Project and for paying all costs associated with this verification. Calleguas shall inform Metropolitan of methodology used and document verification activities in the database.
- 7.2 Metropolitan will accept Calleguas's certification on the number of items installed and verified to calculate Metropolitan's credit to Calleguas, subject to the provisions of Section 11 of this Agreement.

- 7.3 For informational purposes only, Metropolitan reserves the right to conduct installation verification of items within Calleguas's service area.

#### Section 8: Invoicing Requirements

- 8.1 Calleguas shall provide Metropolitan monthly invoices for all items installed, distributed, vouchered, and/or rebated by Calleguas or its agent. Exhibit C is a sample invoice. The sample invoice can be modified for use with any item listed in Exhibit A. Invoices are due on the 15th of each month. The invoice shall be signed by Calleguas's General Manager or designee certifying the number of items installed and verified as specified in Section 7. If Calleguas's General Manager delegates authority to a designee, Calleguas shall notify Metropolitan of the designee in writing prior to the next billing period as outlined in Section 4.
- 8.2 Upon receipt and approval of Calleguas's invoice, Metropolitan will issue a credit on Metropolitan's next water service invoice to Calleguas.

#### Section 9: Incentive Payment

- 9.1 To receive Metropolitan's incentives, Calleguas must submit to Metropolitan database information on all items installed, distributed, vouchered, and/or rebated by Calleguas with that month's invoice.
- 9.2 Metropolitan and Calleguas or its agent agree to provide data and information as required by the other Party to implement Project and evaluate Project implementation, costs, and water savings. Metropolitan and Calleguas will make available for inspection to the other Party, upon reasonable advance notice, all records, books, computer files, and other documents relating to Project. Such documents shall be available for inspection for a period of three years following Agreement termination. If Metropolitan or any other public entity with jurisdiction conducts an audit and determines that any invoice is in error, funds will either be credited or debited by Metropolitan on the next water service invoice in accordance with the findings.

#### Section 10: Rate Structure

- 10.1 Calleguas agrees and understands that Metropolitan's rate structure as of January 1, 2006 ("Existing Rate Structure") provides the revenue necessary to support the development of new water supplies by local agencies through incentive payments in the Local Resources Program (LRP), Conservation Credits Program (CCP), and the Seawater Desalination Program (SDP). In particular, the Water Stewardship Rate is the component of Existing Rate Structure that provides revenue for the LRP, CCP and SDP. Further, Calleguas acknowledges that Existing Rate Structure and all components within that rate structure were developed with extensive public input and member agency participation, and that the elements of Existing Rate Structure have been properly adopted in accordance with Metropolitan's rules and regulations.
- 10.2 (a) Calleguas agrees that Metropolitan's rates set under the Existing Rate Structure may be reset throughout the term of this Agreement to account for the cost of

service, and that Calleguas will address any and all future issues, concerns and disputes relating to Existing Rate Structure, through administrative opportunities available to them pursuant to Metropolitan's public board process. As such, Calleguas agrees if they file or participate in litigation or support legislation to challenge or modify Existing Rate Structure, including changes in overall rates and charges that are consistent with the current cost-of-service methodology, Metropolitan may initiate termination of this agreement consistent with Paragraph 10.4 below. Metropolitan agrees that any change in Existing Rate Structure, including changes in cost-of-service philosophy or methodology would be enacted only after collaboration and discussion with its member public agencies, and Metropolitan's public board review and approval process.

- (b) Notwithstanding the foregoing, Calleguas retains the right to file and/or participate in litigation and/or to support legislation without triggering the termination of this agreement if there are material changes to Existing Rate Structure or changes in cost-of-service methodology used to set rates by future Metropolitan board action. Calleguas also retains the right to file and/or support litigation should Metropolitan, in setting rates under Existing Rate Structure, fail to comply with public notice, open meeting, or other legal requirements associated with the process of setting water rates and related taxes, fees, and charges. Calleguas agrees that they will not file or participate in litigation, nor will they support legislation affecting Metropolitan's rate structure after any such change in rate structure or violation of the law regarding rate setting processes until, and unless, they have exhausted all administrative opportunities available to them pursuant to Metropolitan's public board process.

10.3 Calleguas agrees that all users of the Metropolitan conveyance and distribution system should support the LRP, CCP, and SDP, that such projects provide benefits to Metropolitan and the users of the system by making existing distribution and conveyance capacity available for additional delivery, and that under Existing Rate Structure, the Water Stewardship Rate is an element of charges properly adopted by the Metropolitan Board and properly applied to water wheeled through the Metropolitan conveyance and distribution system.

10.4 Should Calleguas file or support litigation, or sponsor or support legislation, that would challenge or be adverse to Existing Rate Structure, as described in paragraph (a) of Section 10.2, Metropolitan's General Manager may file a 90-day notice of intent to terminate this Agreement with Metropolitan's Executive Secretary, with copies to all members of Metropolitan's Board of Directors, and contemporaneously provide Calleguas with a copy of the notice. Within 30 days of receipt of such notice, Calleguas shall have the right to request, in writing, mediation of the dispute by a neutral third party with expertise in finance and rate setting. The mediator shall be selected by agreement of the parties, or failing agreement within 60 days of such request for mediation, a mediator shall be selected by the Metropolitan Board of Directors from a list of at least four candidates, one each from Calleguas, and two of which will be supplied by Metropolitan's General Manager. The costs of the mediation shall be borne equally by the parties. The request for mediation shall also serve to stay the 90-day notice of intent

to terminate, but for no more than 90 days beyond the filing of the notice of request for mediation, unless otherwise agreed in writing by the parties. If mediation does not result in an agreement acceptable to each party to this Agreement within the time provided herein, the notice of intent to terminate shall be reinstated. The Metropolitan Board of Directors shall act to approve or disapprove termination of this Agreement, and all of Metropolitan's obligations hereunder shall terminate if approved, on or before the ninetieth day following filing of the notice to terminate or, if mediation has been requested as described above, the ninetieth day following the request for mediation (or other date agreed in writing by the parties.)

- 10.5 Metropolitan and Calleguas agree that should litigation or legislation brought forth or sponsored by third parties result in changes to Existing Rate Structure, this Agreement will continue in effect unless mutually agreed in writing by the parties.
- 10.6 Should Metropolitan and its member agencies agree on an alternative rate and revenue structure that obviates the need for this section on Rate Structure Integrity, this section shall be amended or deleted to conform to such action.

#### Section 11: Other Terms

- 11.1 Metropolitan and Calleguas agree that each party shall be responsible for its own actions, and the actions of its officers, employees and agents, in performing services under this Agreement. Metropolitan and Calleguas each agree to indemnify and hold the other Party and its officers and agents harmless and agree to defend the other Party against any claim or asserted liability arising out of its actions, either willful or negligent, or the actions of its officers, employees and agents, in performing services pursuant to this Agreement. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed, and will include attorney fees and administrative and overhead costs related to or arising out of such claim or asserted liability.
- 11.2 Calleguas shall include the following language in its agreement with any consultant or contractor retained by Calleguas to work on the Project: "(Consultant) agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan and its Board of Directors, officers, representatives, agents and employees from and against any and all claims and liability of any kind (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or to the environment, or water quality problems) that arise out of or relate to Calleguas's approval, construction, operation, repair or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorneys fees, administrative and overhead costs, engineering and consulting fees and all other costs related to or arising out of such claim or asserted liability."
- 11.3 Calleguas is solely responsible for any such actions arising under the California Environmental Quality Act (Pub.Res.Code §21000 et seq.).



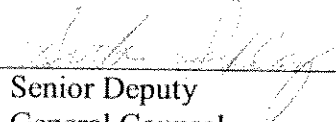
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.


APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

\_\_\_\_\_  
Sydney B. Bennion  
Acting General Counsel

\_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

By:   
Senior Deputy  
General Counsel

By:   
Stephen N. Arakawa, Manager  
Water Resource Management

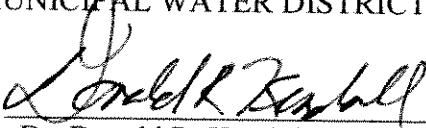
Date: 4/22/06

Date: 6/27/06

APPROVED AS TO FORM:

CALLEGUAS  
MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_

By:   
Dr. Donald R. Kendall  
General Manager

Date: \_\_\_\_\_

Date: 06/12/06

In Duplicate

o:\adminwrm\shared\conservation \Calleguas70028.doc



**FIRST AMENDMENT**

TO THE WATER CONSERVATION FUNDING AGREEMENT NO. 70028  
BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND  
CALLEGUAS MUNICIPAL WATER DISTRICT

There is now in effect a Water Conservation Funding Agreement between The Metropolitan Water District of Southern California (Metropolitan) and the Calleguas Municipal Water District (Calleguas) entered into as of July 1, 2006, hereinafter referred to as Agreement.

WHEREAS, under this Agreement Metropolitan assists member agencies in implementing a variety of water conservation measures, which includes providing funding to retrofit devices with more efficient models.

WHEREAS, Metropolitan's Board approved the Region-wide Residential Conservation Program in July 2007, which Calleguas can participate pursuant to this First Amendment.

WHEREAS, Metropolitan entered into an agreement with the Electric & Gas Industries Association to administer Metropolitan's Region-wide Residential Conservation Program.

THEREFORE, the parties desire to amend the Agreement with this First Amendment as follows:

1. Calleguas agrees to participate in Metropolitan's Region-wide Residential Conservation Program administered by the Electric & Gas Industries Association. Eligible device incentives under Metropolitan's Region-wide Residential Conservation Program are listed in Exhibit O-1.

2. Prior to participation by Calleguas customers, Calleguas shall submit to Metropolitan an executed copy of Exhibit O-2 acknowledging specific devices for participation under Metropolitan's Region-wide Residential Conservation Program. Calleguas may revise Exhibit O-2 at any time during the course of the Agreement by resubmitting an executed copy of Exhibit O-2.
3. Calleguas may supplement Metropolitan's incentives under the Region-wide Program by submitting to Metropolitan an executed copy of Exhibit O-3, indicating amount of funding to be added for each device and specified period as applicable. Calleguas may revise Exhibit O-3 at any time during the course of the Agreement by resubmitting an executed copy of Exhibit O-3.
4. In addition to participating in the Region-wide Residential Conservation Program, Calleguas may separately administer its own programs to receive Metropolitan's incentive in compliance with Agreement terms. If Calleguas administers its own residential conservation program, the following shall be provided to Metropolitan within 30 days if requested:
  - a. A database that includes pertinent customer and retrofitted device information for grant-funded items.
  - b. Documentation of Calleguas's rebate approval process and supporting materials such as program application, copies of receipts, etc.
5. The Residential Region-wide Conservation Program is effective July 10, 2007.

Attachments: **Region-wide Residential Conservation Program**  
Exhibit O-1 Eligible Devices;  
Exhibit O-2 Device Participation;  
Exhibit O-3 Member Agency Supplemental Funding


IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Water Conservation Funding Agreement.

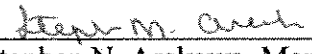
APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Karen L. Tachiki  
General Counsel

Jeffrey Kightlinger  
General Manager

By:   
Setha E. Schlang  
Senior Deputy General Counsel

By:   
Stephen N. Arakawa, Manager  
Water Resource Management

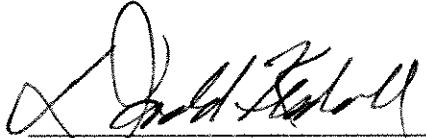
Date: 7/15/08

Date: 7/21/08

APPROVED AS TO FORM:

CALLEGUAS MUNICIPAL WATER  
DISTRICT

By: 

By:   
Donald R. Kendall  
General Manager

Date: 6/17/08

Date: 6/3/08

In duplicate  
o:\a\slc\2008\MB\_1st Amend.doc

## Exhibit O-1

# REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM

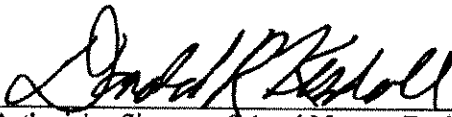
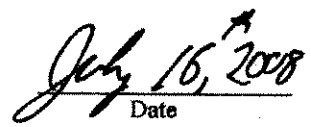
## ELIGIBLE DEVICES

DEVICE/ITEM SUBJECT TO BE ADDED/DELETED	METROPOLITAN INCENTIVE
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	\$165.00
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	\$ 30.00
High Efficiency Clothes Washers (HECW) <i>(Requires a water of 5.0 or less)</i>	\$85.00
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	\$110.00
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i>  <i>(Must be tested for a list of qualifying devices refer to <a href="http://www.Irrigation.org">www.Irrigation.org</a>, Swat Controller Reports, Performance Reports)</i>	\$ 80.00
More than 12 stations	\$ 6.50 (per station)
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	\$630.00 (per acre)
Rotating Nozzles <i>(one time rebate per address)</i>	\$ 4.00
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass) (one time rebate per address)</i>	\$ 0.30 (per sq. ft)

Note: All other devices must be administered and funded by each Member Agency.



**REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM**  
**DEVICE PARTICIPATION**

DEVICE/ITEM <i>SUBJECT TO BE ADDED/DELETED</i>	REGION-WIDE PROGRAM	LOCAL PROGRAM
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i> <i>(Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rotating Nozzles <i>(one time rebate per address)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass)</i> <i>(one time rebate per address)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Device Participation</b>	
 _____ Authorizing Signature General Manager/Designee	 _____ Date

**REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM  
DEVICE PARTICIPATION**


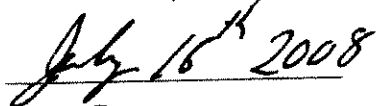
<b>DEVICE/ITEM SUBJECT TO BE ADDED/DELETED</b>	<b>REGION-WIDE PROGRAM</b>	<b>LOCAL PROGRAM</b>
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i> <i>(Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rotating Nozzles <i>(one time rebate per address)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass)</i> <i>(one time rebate per address)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Device Participation</b>	
 _____ Authorizing Signature General Manager/Designee	 _____ Date

# REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM

## MEMBER AGENCY SUPPLEMENTAL FUNDING

DEVICE/ITEM SUBJECT TO BE ADDED/DELETED	METROPOLITAN INCENTIVE	MEMBER AGENCY SUPPLEMENT
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	\$165.00	\$ 20 <sup>00</sup>
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	\$ 30.00	\$ 20 <sup>00</sup>
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	\$110.00	\$ 20 <sup>00</sup>
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i>  <i>(Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)</i>	\$ 80.00	\$ 25 <sup>00</sup>
More than 12 stations	\$6.50 <i>(per station)</i>	\$ <del>25</del>
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	\$630.00 <i>(per acre)</i>	\$ 25 <sup>00</sup> <i>(flat rate)</i>
Rotating Nozzles <i>(one time rebate per address)</i>	\$ 4.00	\$ 2 <sup>00</sup>
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass)</i> <i>(one time rebate per address)</i>	\$ 0.30 <i>(per sq. ft)</i>	\$ <del>25</del>


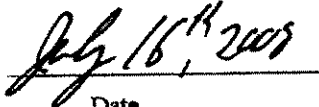
Member Agency Supplemental Funding		
Amount \$ <u>100,000.00</u>	Starting Date <u>7/1/08</u>	Ending Date <u>6/30/09</u>
 _____ Authorizing Signature General Manager/Designee	 _____ Date	

**REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM**

**MEMBER AGENCY SUPPLEMENTAL FUNDING**

*City of Camarillo*

DEVICE/ITEM SUBJECT TO BE ADDED/DELETED	METROPOLITAN INCENTIVE	MEMBER AGENCY SUPPLEMENT
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	\$165.00	\$ <del>0</del>
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	\$ 30.00	\$ <del>0</del>
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	\$1 <sup>35</sup> <del>40</del> .00	\$ 75 <sup>00</sup> (max of 75)
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i>  <i>(Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)</i>	\$ 80.00	\$ 50 <sup>00</sup> (max of 50)
More than 12 stations	\$6.50 (per station)	\$ 50 <sup>00</sup>
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	\$630.00 (per acre)	\$ <del>0</del>
Rotating Nozzles <i>(one time rebate per address)</i>	\$ 4.00	\$ <del>0</del>
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass) (one time rebate per address)</i>	\$ 0.30 (per sq. ft)	\$ <del>0</del>

Member Agency Supplemental Funding		
Amount \$ <u>8,125</u>	Starting Date <u>7/1/08</u>	Ending Date <u>6/30/09</u>
 Authorizing Signature General Manager/Designee		 Date

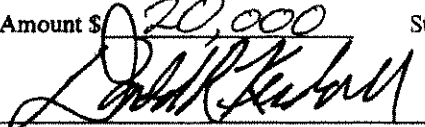
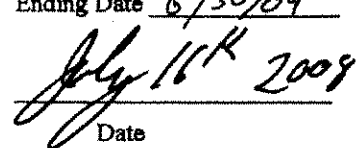


**REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM**

**MEMBER AGENCY SUPPLEMENTAL FUNDING**

*Comrosa Water District*

DEVICE/ITEM <i>SUBJECT TO BE ADDED/DELETED</i>	METROPOLITAN INCENTIVE	MEMBER AGENCY SUPPLEMENT
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	\$165.00	\$ <del>0</del>
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	\$ 30.00	\$ <del>0</del>
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	\$110.00	\$ 100 <sup>00</sup> <i>(max of 100)</i>
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i>  <i>(Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)</i>	\$ 80.00	\$ <del>0</del>
More than 12 stations	\$6.50 <i>(per station)</i>	\$ <del>0</del>
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	\$630.00 <i>(per acre)</i>	\$ <del>0</del>
Rotating Nozzles <i>(one time rebate per address)</i>	\$ 4.00	\$ 1.50 <i>(max of 6,666)</i>
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass)</i> <i>(one time rebate per address)</i>	\$ 0.30 <i>(per sq. ft)</i>	\$ <del>0</del>

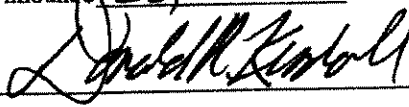
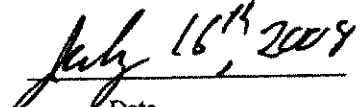
Member Agency Supplemental Funding		
Amount \$ <u>20,000</u>	Starting Date <u>7/1/08</u>	Ending Date <u>6/30/09</u>
 _____ Authorizing Signature General Manager/Designee	 _____ Date	

# REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM

## MEMBER AGENCY SUPPLEMENTAL FUNDING

California Water Service

DEVICE/ITEM SUBJECT TO BE ADDED/DELETED	METROPOLITAN INCENTIVE	MEMBER AGENCY SUPPLEMENT
High-Efficiency Toilet (HET) (Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)	\$165.00	\$ 40 <sup>00</sup> (max of 200)
HET Upgrade (Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)	\$ 30.00	\$ 40 <sup>00</sup>
High Efficiency Clothes Washers (HECW) - using grant funds (Requires a water of 5.0 or less)	\$110.00	\$ 20 <sup>00</sup> (max of 200)
Weather Based Irrigation Controller (WBIC) (less than one irrigated acre up to 12 stations)  (Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)	\$ 80.00	\$ 95 <sup>00</sup> (max of 100)
More than 12 stations	\$6.50 (per station)	\$ 8 <sup>00</sup> /station
Weather Based Irrigation Controller (WBIC) (one irrigated acre or larger)	\$630.00 (per acre)	\$ 0
Rotating Nozzles (one time rebate per address)	\$ 4.00	\$ 0
Synthetic Turf (replacing irrigated area with synthetic turf grass) (one time rebate per address)	\$ 0.30 (per sq. ft)	\$ 0

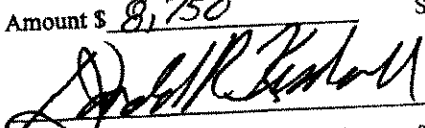
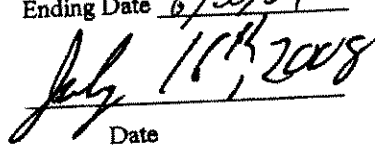
Member Agency Supplemental Funding		
Amount <u>27,500</u>	Starting Date <u>7/1/08</u>	Ending Date <u>6/30/09</u>
 _____ Authorizing Signature General Manager/Designee	 _____ Date	

# REGION-WIDE RESIDENTIAL CONSERVATION PROGRAM

## MEMBER AGENCY SUPPLEMENTAL FUNDING

*City of Oxnard*

DEVICE/ITEM <i>SUBJECT TO BE ADDED/DELETED</i>	METROPOLITAN INCENTIVE	MEMBER AGENCY SUPPLEMENT
High-Efficiency Toilet (HET) <i>(Maximum of 1.28 gallons per flush; replacing 3.0 gallons per flush or greater)</i>	\$165.00	\$ <del>0</del>
HET Upgrade <i>(Maximum of 1.28 gallons per flush; replacing ULFT 1.6 gallons per flush or greater into a new home)</i>	\$ 30.00	\$ 30 <sup>00</sup> <i>(max of 50)</i>
High Efficiency Clothes Washers (HECW) - using grant funds <i>(Requires a water of 5.0 or less)</i>	\$110.00	\$ 145 <sup>00</sup> <i>(max of 50)</i>
Weather Based Irrigation Controller (WBIC) <i>(less than one irrigated acre up to 12 stations)</i>  <i>(Must be tested for a list of qualifying devices refer to www.Irrigation.org, Swat Controller Reports, Performance Reports)</i>	\$ 80.00	\$ <del>0</del>
More than 12 stations	\$6.50 <i>(per station)</i>	\$ <del>0</del>
Weather Based Irrigation Controller (WBIC) <i>(one irrigated acre or larger)</i>	\$630.00 <i>(per acre)</i>	\$ <del>0</del>
Rotating Nozzles <i>(one time rebate per address)</i>	\$ 4.00	\$ <del>0</del>
Synthetic Turf <i>(replacing irrigated area with synthetic turf grass)</i> <i>(one time rebate per address)</i>	\$ 0.30 <i>(per sq. ft)</i>	\$ <del>0</del>

Member Agency Supplemental Funding		
Amount \$ <u>8,750</u>	Starting Date <u>7/10/08</u>	Ending Date <u>6/30/09</u>
 Authorizing Signature General Manager/Designee		 Date

**SECOND AMENDMENT**

FY 2015-2025

WATER CONSERVATION FUNDING AGREEMENT NO. 70028

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

CALLEGUAS MUNICIPAL WATER DISTRICT

There is now in effect a Water Conservation Funding Agreement between The Metropolitan Water District of Southern California (Metropolitan) and Calleguas Municipal Water District effective through June 30, 2015, amended by the First Amendment, hereinafter referred to as Agreement.

The parties desire to amend the Agreement with this Second Amendment to extend the Agreement Term through June 30, 2025.

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement.

Calleguas Municipal Water District

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger  
General Manager

By: \_\_\_\_\_  
Susan B. Mulligan  
General Manager

By: \_\_\_\_\_  
Debra C. Man  
Assistant General Manager/COO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Marcia L. Scully  
General Counsel

By: \_\_\_\_\_  
Attorney

By: \_\_\_\_\_  
Setha E. Schlang  
Senior Deputy General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THIRD AMENDMENT**

FY 2025-2035

WATER CONSERVATION FUNDING AGREEMENT NO. 70028

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

CALLEGUAS MUNICIPAL WATER

This amendment to Agreement No. 70028, hereinafter referred to as Third Amendment, is between The Metropolitan Water District of Southern California, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and Calleguas Municipal Water District, a member agency of Metropolitan, hereinafter referred to as Calleguas Municipal Water District. Metropolitan and Calleguas Municipal Water District may be collectively referred to as “Parties” and individually as “Party.”

Recitals

A. There is now in effect between the Parties a Water Conservation Funding Agreement dated June 27, 2006, as amended by the First Amendment, and as amended by the Second Amendment, hereinafter referred to as Agreement.

B. The Parties desire to amend the Agreement with this Third Amendment to extend the term of the Agreement from June 30, 2025, to June 30, 2035, subject to annual budget approval by Metropolitan’s Board of Directors.

C. The Parties also desire to update the project description, agreement administrators, and notice requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, including all previous amendments to the Agreement and this Third Amendment, the Parties agree as follows:

Terms of Agreement

1. The following sections in the Agreement are hereby amended and shall now read as follows:

a. “Section 1: Project Description

This Agreement encompasses multiple conservation programs which provide incentives to consumers and may subsidize Calleguas Municipal Water District's non-regional programs. Addenda to this Agreement will be issued for changes involving Board approved items, grant funding, and changes to incentive programs including funding and incentive levels."

- b. "2.1 This Agreement will be effective on June 27, 2006, or upon execution of this Agreement by all Parties, whichever is later, and shall terminate on June 30, 2035 (Term). Continuance of this Agreement will be subject to annual budget approval by Metropolitan's Board, in its sole discretion. This Agreement will immediately terminate if Metropolitan's Board does not fund the Program."
  
- c. "3.1 Mr. Marcelo Alvarez is appointed Agreement Administrator for Metropolitan for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Metropolitan. Ms. Jennifer Lancaster is appointed Agreement Administrator for Calleguas Municipal Water District for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Calleguas Municipal Water District. The designated Agreement Administrators may be changed by providing written notice to the other Party as outlined in Section 4."
  
- d. "4.1 Any communication required to administer this Agreement shall be in writing and will be deemed received upon personal delivery or 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to Metropolitan: The Metropolitan Water District of Southern California  
Post Office Box 54153  
Los Angeles, CA 90054-0153  
Attention: Mr. Marcelo Alvarez

If to Member Agency: Calleguas Municipal Water District  
2100 Olsen Rd.  
Thousand Oaks, CA 91360-6800  
Attention: Jennifer Lancaster

Either Party may change such address by giving notice to the other Party as provided herein."

- e. “6.1 Incentives are generally limited by Board policy to \$195 per acre-foot of water saved, up to the full cost of the device. If at any time during this Agreement Metropolitan determines that the cost of any particular device falls below the incentive level, Metropolitan shall adjust the incentive accordingly per Board policy. Metropolitan Board approval is required for any specified incentives at a rate higher than \$195 per acre-foot of water saved.”
  
- f. “6.4 If Metropolitan secures additional funding from outside sources for one or more items, an addendum will be issued from Metropolitan. Metropolitan will notify Calleguas Municipal Water District of outside funding status and should outside funding run out, Metropolitan’s funding commitment will revert to the current Board approved amount. Metropolitan may issue allocations or deploy other administrative actions to ensure that grant limits are not overspent. The funding amounts listed on Exhibit A are subject to being modified from time to time via addenda. Calleguas Municipal Water District shall be responsible for all costs in excess of those listed on Exhibit A of the Addenda.”
  
- g. “8.1 Calleguas Municipal Water District shall provide Metropolitan invoices for all items installed, distributed, vouchered and/or rebated by Calleguas Municipal Water District or its agent as required and outlined in the applicable addendum.”
  
- h. “9.2 Metropolitan and Calleguas Municipal Water District agree to provide access to their and their authorized representatives’ books, documents, papers, computer files and records that are directly pertinent to this Agreement for the purpose of making Program evaluation, audit, examination, excerpts, and transcriptions. Metropolitan and Calleguas Municipal Water District will retain all required records for applications or work performed by the Calleguas Municipal Water District for a period beginning on the date the incentive is first awarded for a given application and respective project and ending seven years later.”

2. The following Sections in the Agreement are hereby deleted in their entirety: 5.7, 6.2, 7.1, 7.2, 7.3, 10.1, 10.2, 10.3, 10.4, 10.5, and 10.6.

3. The word “addendums” is hereby replaced by the word “addenda” throughout the entire Agreement.

4. This Third Amendment modifies the Agreement only as expressly set forth above. This Third Amendment does not further modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.



5. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

6. The persons executing this Third Amendment on behalf of the Parties here warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said Party, (iii) by so executing this Third Amendment such Party is formally bound to the provisions of this Third Amendment, and (iv) the entering into this Third Amendment does not violate any provision of any other Agreement to which said Party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the date and year last written below (Effective Date).

CALLEGUAS MUNICIPAL WATER DISTRICT

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Deven N. Upadhyay  
General Manager

By \_\_\_\_\_

By \_\_\_\_\_

Kristine McCaffrey

Deven N. Upadhyay

General Manager

General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
Walter E. Wendelstein  
District Counsel

APPROVED AS TO FORM:  
Marcia L. Scully  
General Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Walter E. Wendelstein

Alondra Espinosa

District Counsel

Deputy General Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

**AGREEMENT NO. 66640**

FY 2005-15

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA'S  
COMMERCIAL/INDUSTRIAL/INSTITUTIONAL WATER CONSERVATION ITEM  
FUNDING AGREEMENT**

**BETWEEN**

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

**AND**

**CALLEGUAS MUNICIPAL WATER DISTRICT**

**AGREEMENT NO. 66640**

FY 2005-15

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA'S  
COMMERCIAL/INDUSTRIAL/INSTITUTIONAL WATER CONSERVATION ITEM  
FUNDING AGREEMENT**

**BETWEEN**

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND  
CALLEGUAS MUNICIPAL WATER DISTRICT**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
Recitals.....	2
Section 1: Agreement Term.....	3
Section 2: Agreement Administrators.....	3
Section 3: Reporting Requirements .....	3
Section 4: Installation Verification .....	3
Section 5: Incentive Amount and Payment.....	3
Section 6: Responsibilities and Ownership.....	4
Section 7: Rate Structure Integrity.....	5
Section 8: Notice.....	6
Section 9: Other Terms .....	7
Section 10: Evaluation, Audit and Record Retention .....	7

**Exhibits**

- Exhibit A: Metropolitan CII Program Incentives
- Exhibit B: Additional CII Incentives by Member Agency
- Exhibit C: Member Agency Not Using Metropolitan's Vendor

**AGREEMENT NO. 66640**

FY 2005-15

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA'S  
COMMERCIAL/INDUSTRIAL/INSTITUTIONAL WATER CONSERVATION ITEM  
FUNDING AGREEMENT**

**BETWEEN**

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

**AND**

**CALLEGUAS MUNICIPAL WATER DISTRICT**

THIS AGREEMENT (Agreement) is made and entered into as of January 1, 2005 by and between The Metropolitan Water District of Southern California (Metropolitan) and Calleguas Municipal Water District, a member public agency of Metropolitan, hereinafter referred to as Member Agency. Metropolitan and Member Agency may be collectively referred to as "Parties" and individually as "Party".

Recitals

- A. Pursuant to Board Letter 9-1, dated January 13, 2004, Metropolitan adopted a long-term regional Commercial/Industrial/Institutional (CII) conservation retrofit program (Program). Under the Program, Metropolitan entered into an agreement with a Vendor to provide centralized marketing and incentive administration to its Member Agencies' end use CII customers. The Program also provides an option for Member Agency to implement retrofits on their own without Metropolitan's Vendor.
- B. Under the Program, Metropolitan has established fixed-rate incentives for a number of water-conservation retrofits implemented by commercial, industrial and institutional users of municipal water supplies within Metropolitan's service area. Metropolitan expects to establish incentives in the future for additional water conservation retrofits and may also change existing funding rates. Metropolitan has fiscal responsibility to manage its budget, and hence may limit availability of funds or the number of items that qualify for funding.
- C. At its sole discretion, Member Agency can also choose to supplement Metropolitan's incentives.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

Section 1: Agreement Term

- 1.1 This Agreement will be effective on January 1, 2005, and shall terminate on December 31, 2015 (Term). Continuance of this Agreement will be subject to annual budget approval by Metropolitan's Board.
- 1.2 This Agreement may be amended at any time by written mutual agreement executed by both of the Parties.
- 1.3 This Agreement may be terminated by either Party for any reason after 30 days written notice to the other Party as provided in Section 8. Within 90 days of the termination date, Metropolitan will provide a Final Program Report to Member Agency.

Section 2: Agreement Administrators

- 2.1 Ms. Christiana Gruber is appointed Agreement Administrator for Metropolitan for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Metropolitan. Concerns regarding the Program should be addressed to Ms. Gruber.
- 2.2 Mr. Steve Sabbe is appointed Agreement Administrator for Member Agency for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Member Agency.
- 2.3 The designated Agreement Administrators may be changed by providing written notice to the other Party as outlined in Section 8.

Section 3: Reporting Requirements

- 3.1 Metropolitan shall provide Member Agency with an annual Program report that includes a summary of Program activity within Member Agency's and its participating retail agencies' service areas.
- 3.2 Metropolitan shall provide Member Agency with Program activity data within Member Agency and its participating agencies' service area through designated on-line access to reports.

Section 4: Installation Verification

- 4.1 Metropolitan, at its own expense, shall conduct an independent verification of fixture retrofits and conduct interviews with end-use CII customers regarding their experience with the Program to randomly selected Program participants throughout Metropolitan's service area.

Section 5: Incentive Amount and Payment

- 5.1 Under the Program, Metropolitan has established fixed-rate financial incentives for a number of water-using devices as shown in **Exhibit A** and Member Agency has

established additional incentives as shown in **Exhibit B**, which exhibits are attached hereto and incorporated herein by this reference. The combined financial incentives from **Exhibits A and B** per device will be paid by Metropolitan to Member Agency's CII customers for accomplished installations, compliant with Metropolitan's Program.

- 5.2 Metropolitan, through its Board, expects to establish incentives in the future for additional water conservation retrofits and may also change existing incentive rates. Metropolitan has fiscal responsibility to manage its budget, and hence may limit availability of funds or the number of items that qualify for incentives. To the extent Metropolitan's Board determines to change or eliminate the existing incentives listed in **Exhibit A**, an Addendum to **Exhibit A** will be issued from Metropolitan and that Addendum will identify the changes as of the Addendum's effective date.
- 5.3 At its sole discretion, Member Agency may choose to supplement Metropolitan's incentives. Member Agency's supplemental incentives are identified in **Exhibit B** and may be revised by addendum upon written notice from Member Agency to Metropolitan at any time during the term of this Agreement. Every **Exhibit B** Addendum shall constitute the respective agency's entire financial commitment under this Agreement and shall fully replace the prior **Exhibit B**. Revisions may apply only to the service areas of certain retail agencies within Member Agency or to the Member Agency's entire service area. It is the responsibility of Member Agency to identify boundaries of the respective service areas it proposes in an **Exhibit B** addendum in a format that supports practical implementation of the Program. Upon receipt of an **Exhibit B** addendum, Metropolitan, shall establish an effective date for implementing the changes if in its sole determination it concludes that the changes are consistent with its program implementation approach. Metropolitan shall notify Member agency of its determination and the effective date of every **Exhibit B** addendum it receives.
- 5.4 After incentives pursuant to **Exhibit B** are issued by Metropolitan to customers in Member Agency's service territory, a debit of equal amount will be posted on Member Agency's ensuing water bill from Metropolitan. If there is subsequently a correction, it will be posted on an ensuing Member Agency water bill from Metropolitan.

#### Section 6: Responsibilities and Ownership

- 6.1 Member Agency elects to participate in Metropolitan's Program to provide financial incentives for water-efficient devices within its service area. This Agreement identifies the specific incentive amounts that are in effect in the individual Member Agency's service territory.
- 6.2 If Member Agency elects not to use Metropolitan's Vendor but rather will administer the Program itself or through its own vendor, the provisions in **Exhibit C** will apply.
- 6.3 Member Agency agrees to allow Metropolitan and Vendor to market and administer commercial incentives in its service territory and assist Vendor in implementing Program in their area. Marketing activities undertaken by the Vendor specific to a Member Agency are subject to the approval of the Member Agency.
- 6.4 Metropolitan and Member Agency each agree that it is responsible for its own actions under this Agreement; agree to indemnify and hold the other party and their officers and agents harmless; and agree to defend the other party against any claim or asserted liability

arising out of its actions, either willful or negligent, or its actions in implementing the program (including, but not limited to, any claims or liability for injury or death to any person, damage to property, natural resources or the environment, or water quality problems). Such indemnity will include any losses relating to any claim made whether or not a court action is filed, and will include attorney's fees, and administrative and overhead costs related to or arising out of such claim or asserted liability.

## Section 7: Rate Structure Integrity

- 7.1 Member Agency agrees and understands that Metropolitan's rate structure as of January 1, 2004 ("Existing Rate Structure") provides the revenue necessary to support the development of new water supplies by local agencies through incentive payments in the Local Resources Program (LRP), Conservation Credits Program (CCP), and the Seawater Desalination Program (SDP). In particular, the Water Stewardship Rate is the component of Existing Rate Structure that provides revenue for the LRP, CCP and SDP. Further, Member Agency acknowledges that Existing Rate Structure and all components within that rate structure were developed with extensive public input and member agency participation, and that the elements of Existing Rate Structure have been properly adopted in accordance with Metropolitan's rules and regulations.
- 7.2 (a) Member Agency agrees that Metropolitan's rates set under the Existing Rate Structure may be reset throughout the term of this Agreement to account for the cost of service, and that Member Agency will address any and all future issues, concerns and disputes relating to Existing Rate Structure, through administrative opportunities available to them pursuant to Metropolitan's public board process. As such, Member Agency agrees if they file or participate in litigation or support legislation to challenge or modify Existing Rate Structure, including changes in overall rates and charges that are consistent with the current cost-of-service methodology, Metropolitan may initiate termination of this agreement consistent with Section 7.4 below. Metropolitan agrees that any change in Existing Rate Structure, including changes in cost-of-service philosophy or methodology would be enacted only after collaboration and discussion with its member public agencies, and Metropolitan's public board review and approval process.
- (b) Notwithstanding the foregoing, Member Agency retains the right to file and/or participate in litigation and/or to support legislation without triggering the termination of this agreement if there are material changes to Existing Rate Structure or changes in cost-of-service methodology used to set rates by future Metropolitan board action. Member Agency also retains the right to file and/or support litigation should Metropolitan, in setting rates under Existing Rate Structure, fail to comply with public notice, open meeting, or other legal requirements associated with the process of setting water rates and related taxes, fees, and charges. Member Agency agree that they will not file or participate in litigation, nor will they support legislation affecting Metropolitan's rate structure after any such change in rate structure or violation of the law regarding rate setting processes until, and unless, they have exhausted all administrative opportunities available to them pursuant to Metropolitan's public board process.



- 7.3 Member Agency agrees that all users of the Metropolitan conveyance and distribution system should support the LRP, CCP, and SDP, that such projects provide benefits to Metropolitan and the users of the system by making existing distribution and conveyance capacity available for additional delivery, and that under Existing Rate Structure, the Water Stewardship Rate is an element of charges properly adopted by the Metropolitan Board and properly applied to water wheeled through the Metropolitan conveyance and distribution system.
- 7.4 Should Member Agency file or support litigation, or sponsor or support legislation, that would challenge or be adverse to Existing Rate Structure, as described in Paragraph (a) of Section 7.2, Metropolitan's Chief Executive Officer may file a 90-day notice of intent to terminate this Agreement with Metropolitan's Executive Secretary, with copies to all members of Metropolitan's Board of Directors, and contemporaneously provide Member Agency with a copy of the notice. Within 30 days of receipt of such notice, Member Agency shall have the right to request, in writing, mediation of the dispute by a neutral third party with expertise in finance and rate setting. The mediator shall be selected by agreement of the parties, or failing agreement within 60 days of such request for mediation, a mediator shall be selected by the Metropolitan Board of Directors from a list of at least four candidates, one each from Member Agency, and two of which will be supplied by Metropolitan's Chief Executive Officer. The cost of the mediation shall be borne equally by the parties. The request for mediation shall also serve to stay the 90-day notice of intent to terminate, but for no more than 90 days beyond the filing of the notice of request for mediation, unless otherwise agreed in writing by the parties. If mediation does not result in an agreement acceptable to each party to this Agreement within the time provided herein, the notice of intent to terminate shall be reinstated. The Metropolitan Board of Directors shall act to approve or disapprove termination of this Agreement, and all of Metropolitan's obligations hereunder shall terminate if approved, on or before the ninetieth day following filing of the notice to terminate or, if mediation has been requested as described above, the ninetieth day following the request for mediation (or other date agreed in writing by the parties.)
- 7.5 Metropolitan and Member Agency agree that should litigation or legislation brought forth or sponsored by third parties result in changes to Existing Rate Structure, this Agreement will continue in effect unless mutually agreed in writing by the parties.
- 7.6 Should Metropolitan and its member agencies agree on an alternative rate and revenue structure that obviates the need for this section on Rate Structure Integrity, this section shall be amended or deleted to conform to such action.
- 7.7 The effective date of this Section is April 15, 2005. If Metropolitan's Board of Directors adopts provisions regarding rate structure integrity for inclusion in LRP, CCP and SDP agreements, which differs from that contained above in this Section, the Parties agree that the new provisions shall apply to this Agreement.

#### Section 8: Notice

- 8.1 Any communication required to administer this Agreement shall be in writing and will be deemed received upon personal delivery or 48 hours after deposit in any United States

mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to Metropolitan:       The Metropolitan Water District of Southern California  
Post Office Box 54153  
Los Angeles, CA 90054-0153  
Attention: Ms. Christiana Gruber

If to Member Agency: Calleguas Municipal Water District  
2100 Olsen Road  
Thousand Oaks, CA 91360  
Attention: Mr. Steve Sabbe

Either Party may change such address or Agreement Administrators by giving notice to the other Party as provided herein.

#### Section 9: Other Terms

- 9.1 Any alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by both Parties.
- 9.2 This Agreement will inure to the benefit of and be binding upon Metropolitan, Member Agency, and their respective successors.
- 9.3 The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity of this Agreement.
- 9.4 This Agreement will be deemed a contract made under the laws of the State of California, and for all purposes will be interpreted in accordance with such laws. Metropolitan and Member Agency hereby agree and consent to the exclusive jurisdiction of the courts of the State of California, and that the venue of any action brought hereunder will be in Los Angeles County, California.
- 9.5 This Agreement constitutes the entire agreement between both Parties.


#### Section 10: Evaluation, Audit and Record Retention

- 10.1 Metropolitan and Member Agency agree to provide access to their and their authorized representatives' books, documents, papers, computer files and records that are directly pertinent to this Agreement for the purpose of making Program evaluation, audit, examination, excerpts, and transcriptions. Metropolitan and Member Agency will retain all required records for a period of three Fiscal Years following termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

APPROVED AS TO FORM:

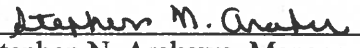
Jeffery Kightlinger  
General Counsel

By:   
Senior Deputy  
General Counsel

Date: 4/11/05

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Gilbert F. Ivey  
Interim Chief Executive Officer

By:   
Stephen N. Arakawa, Manager  
Water Resource Management

Date: 4/13/05

APPROVED AS TO FORM:

By: 

Date: 3/16/05

CALLEGUAS MUNICIPAL WATER  
DISTRICT

By: 

Date: 3/28/05

In Duplicate

O:\A\S\Contract\AGREE\CII\Maste\CALLEGUAS\CALLEGUAS CII Master Agreement

**Metropolitan Commercial/Industrial/Institutional Program Incentives**

<b>Water-Efficient Device/Equipment</b>	<b>Incentive/device</b>
ULF Toilets (includes flush-valve and gravity type) <sup>1</sup>	\$60
Dual-Flush (DF) Toilets <sup>2</sup>	\$80
Urinals (water efficient <sup>3</sup> / non –water consuming) <sup>4</sup>	\$60
X-Ray Re-circulation System <sup>5</sup>	\$2,000
Cooling Tower Conductivity Controller (CTCC) <sup>6</sup>	\$500
High Efficiency Commercial Clothes Washer <sup>7</sup>	\$100
Water Broom <sup>8</sup>	\$100
Pre-Rinse Self-Closing Spray Head <sup>9</sup>	\$50

<sup>1</sup> Qualifying ULF Toilets have a maximum flush of 1.6 gallons/flush (per ANSI).

<sup>2</sup> Qualifying DF Toilets have a maximum flush of 1.6 gallons/flush and a reduced flush mode of 1.1 (per ANSI).

<sup>3</sup> Qualifying Water Efficient Urinals have a maximum flush of 1.0 gallons/flush.

<sup>4</sup> Qualifying Non-Water Consuming Urinals convey liquid without the use of water (per ANSI).

<sup>5</sup> Qualifying X-Ray Re-circulating systems must reduce water usage by 98%.

<sup>6</sup> Qualifying CTCC must automatically maintain conductivity or TDS level below a user-defined value by actuating the solenoid valve on the bleed line.

<sup>7</sup> Qualifying HECW's have a water factor of 9.5 or less (per Consortium for Energy Efficiency).

<sup>8</sup> Qualifying Waterbrooms must be able to use high-pressure, low volume spray using only water with no cleaning agents at an average usage of 0.006 gallons/square feet.

<sup>9</sup> Qualifying Spray Valves must demonstrate a flow rate that does not exceed 1.6± 0.1 gallons per minute (per CUWCC).

**Additional Commercial/Industrial/Institutional Incentive by Member Agency (subagency)**

<b>Water-Efficient Device/Equipment</b>	<b>Additional CII Incentive/device (Member Agency/Local Agency)</b>
ULF Toilets (includes flush-valve and gravity type) <sup>10</sup>	\$0
Dual-Flush (DF) Toilets <sup>11</sup>	\$0
Urinals (water efficient <sup>12</sup> / non –water consuming) <sup>13</sup>	\$0
X-Ray Re-circulation System <sup>14</sup>	\$0
Cooling Tower Conductivity Controller (CTCC) <sup>15</sup>	\$0
High Efficiency Commercial Clothes Washer <sup>16</sup>	\$0
Water Broom <sup>17</sup>	\$0
Pre-Rinse Self-Closing Spray Head <sup>18</sup>	\$0

Up to Total Dollars: \$0/Year

Submitted by (name): Mr. Steve Sabbe Date: \_\_\_\_\_

Agreement Administrator Signature: \_\_\_\_\_

Member Agency: Calleguas Municipal Water District

Local Agency and service area<sup>19</sup> (if applicable): \_\_\_\_\_

<p><b>Metropolitan’s Use Only</b></p> <p>Received by Metropolitan (date): _____</p> <p>Effective date of Exhibit/Addendum: _____</p> <p>Approved by: _____</p>
--

<sup>10</sup> Qualifying ULF Toilets have a maximum flush of 1.6 gallons/flush (per ANSI).  
<sup>11</sup> Qualifying DF Toilets have a maximum flush of 1.6 gallons/flush and a reduced flush mode of 1.1 (per ANSI).  
<sup>12</sup> Qualifying Water Efficient Urinals have a maximum flush of 1.0 gallons/flush.  
<sup>13</sup> Qualifying Non-Water Consuming Urinals convey liquid without the use of water (per ANSI).  
<sup>14</sup> Qualifying X-Ray Re-circulating systems must reduce water usage by 98%.  
<sup>15</sup> Qualifying CTCC must automatically maintain conductivity or TDS level below a user-defined value by actuating the solenoid valve on the bleed line.  
<sup>16</sup> Qualifying HECW’s have a water factor of 9.5 or less (per Consortium for Energy Efficiency).  
<sup>17</sup> Qualifying Waterbrooms must be able to use high-pressure, low volume spray using only water with no cleaning agents at an average usage of 0.006 gallons/square feet.  
<sup>18</sup> Qualifying Spray Valves must demonstrate a flow rate that does not exceed 1.6± 0.1 gallons per minute (per CUWCC).  
<sup>19</sup> Please illustrate service area by attaching a map, or a list of cities, or a list of zip codes.

**Member Agency Not Using Metropolitan's Vendor**

**If a Member Agency elects not to use Metropolitan's Vendor, indicate in the box below and sign where indicated. By doing so, Member Agency agrees to the following:**

**Program Tracking:**

Member Agency shall develop, provide and implement a master record-keeping database in Geographic Information Systems (GIS) format, to record and track all elements of the Program, including but not limited to:

- rebate application for tracking purposes
- date of rebate application
- type of participating end user and NAICS code (North American Industry Classification)
- type of facility in which device/equipment was installed (restaurant, market, distribution center, laundromat, etc.)
- end-user (customer) name, billing address including zip code, and contact name and phone number
- retail water agency name and water account number
- Metropolitan member agency name
- installation location address including separate fields for address, city, and zip code.
- Installation location county code
- device/equipment specification (types, brands, models, etc.)
- number of devices/equipment installed at installation location
- acre-feet of water savings (annual and lifetime)
- rebate amounts for each device/equipment and payee name, address, and telephone number; source of rebate funds
- date of rebate check issuance and check number
- any other fields that may be required by Metropolitan (up to 10 additional fields).

**Compensation:**

Payment to Member Agency will consist of reimbursement of rebates from Metropolitan consistent with Exhibit A and consistent with Section 5: Incentive Amount and Payment of this Agreement. There will be no need for an **Exhibit B** to this Agreement.

Member Agency shall submit invoices to the Agreement Administrator monthly or more frequently if needed, whose mailing address is P.O. Box 54153, Los Angeles, California 90054-0153. Each invoice shall include the following information:

- Member Agency's name and mailing address,
- Metropolitan's name and agreement number
- device and equipment installation totals (current reporting period and total cumulative) segregated by customer category based on the NAICS code (to 4 digits) for each sub-agency and retail agency (if different)
- lifetime acre-feet of water saved (current reporting period and total cumulative)

- o rebate applications completed (current reporting period and cumulative)
- o rebate amounts paid (current reporting period, total cumulative, amount previously reimbursed by Metropolitan)

Member Agency’s invoices shall be signed and certified to be true and correct to the best of Member Agency’s knowledge.

**Reporting:**

Member Agency shall be responsible for the timely submittal to Metropolitan of annual reports and shall include the following:

- a. Annual Report shall summarize all prior-reporting periods, which shall conclude on December 31 of each calendar year. An administrative draft of the first annual report shall be submitted to Metropolitan for review and comment by January 30, 2006. Member Agency shall prepare and submit its final version of the first annual report by February 28, 2006. Similarly, an administrative draft and a final report for each following year’s annual report shall be submitted for review and comment by end of January and February respectively of that year.
- b. Annual Reports will include summary information including, but not limited to:
  - 1. device and equipment installation totals segregated by customer category based on the NAICS code (to 4 digits) for each sub-agency and retail agency (if different)
  - 2. lifetime acre-feet of water saved
  - 3. rebate applications completed
  - 4. rebate amounts paid (Member Agency and Metropolitan)

**I will not participate in Metropolitan’s centralized marketing and incentive program and agree to the above.**

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Metropolitan’s Use Only</b>
Received by Metropolitan (date): _____
Effective date of Exhibit/Addendum: _____
Approved by: _____

FILE COPY

## WATER RESOURCE MANAGEMENT GROUP SURNAMING/ROUTING

Metropolitan will no longer utilize pinks for surnaming. After reviewing the attached green draft, please initial/sign off on the yellow surnaming/routing slip. Upon completion of surnaming/routing, the final version will be printed on letterhead for final signature and distribution. Thank you for your cooperation.

EDMS ID No. \_\_\_\_\_

Date November 3, 2009

File Name (with location):

o:\a\slc\m\2009\GVT\_Transmittal to Contractor Amend 1 - CMWD ...  
o:\a\slc\2009\GVT\_CMWD letter Amend 1 to Agreement 66640.doc

**Subject:** Transmittal of Executed First Amendment to Agreement No. 66640

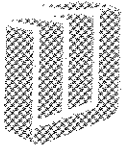
**Originator:** Gary V. Tilkian Name 70088 Extension Number

ROUTE TO	DATE Routed	DATE SIGNED	COMMENTS
1. <u>G. V. Tilkian</u> <i>GT</i>	<u>11/4/09</u>		
2. <u>W. McDonnell</u>	<u>11/4/09</u>		
3. <u>A. Hui</u> <i>AH</i>	<u>11/4/09</u>		
4. <u>A. Sienkiewich</u> <i>AS</i>	<u>11/4/09</u>		
5. <u>S. Schlange</u>	<u>11/4/09</u>		
6. <u>S. N. Arakawa</u> <i>SD</i>	<u>11/4/09</u>	<u>11/4/09</u>	<u>SIGNATURE on Agreement</u>
7. _____			<u>SIGNATURE on Agreement</u>
8. _____			
9. _____			
10. _____			
11. _____			
12. _____			

ENTERED  
11/4/09  
[Signature]

When signed, call Veronica Sencion 7-6830





**MWD**

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

November 9, 2009

Mr. Steve Sabbe  
Calleguas Municipal Water District  
2100 Olsen Rd.  
Thousand Oaks, CA 91360-6800

Dear Mr. Sabbe:

Transmittal of Executed First Amendment to Agreement No. 66640

Enclosed is your signed copy of the First Amendment to the above-mentioned Agreement executed between The Metropolitan Water District of Southern California (Metropolitan) and your agency. This amendment allows broader participation by your agency in Metropolitan's long-term regional Commercial/Industrial/Institutional (CII) conservation retrofit program by providing a mechanism to credit your agency through Metropolitan's monthly water charge for specified CII incentives.

If you have any questions or comments regarding this Agreement, please contact me at (213) 217-6088, or via e-mail at [gtilkian@mwdh2o.com](mailto:gtilkian@mwdh2o.com).

Very truly yours,

Gary V. Tilkian  
Associate Resource Specialist

GVT:vs

o:\als\ev2009\GVT\_CMWD letter Amend 1 to Agreement 66664.doc

Enclosures



THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

**Date:** October 21, 2009  
**To:** Stephen N. Arakawa, Manager, Water Resource Management  
**From:** Gary Tilkian, Associate Resource Specialist  
**Subject:** Amendment #1 for Commercial/Industrial/Institutional (CII) Master Agreements with Metropolitan's Member Agencies

1. **Parties:** Metropolitan and Metropolitan's Member Agencies.

2. **Agreement Administrator:** Gary Tilkian.

3. **Purpose:** Follow-up w/ Member Agencies who have not yet signed Amendment #1

Amendment #1 adds appropriate language to CII Agreements #666xx with Metropolitan's Member Agencies to reimburse Member Agencies via a *credit* on Metropolitan's monthly water charge for specified CII incentives.

CII Addendum #6 provided modifications to Metropolitan's long-term commercial agreements authorized by Metropolitan's Board. One example was moving the Large Landscape Surveys Incentive from the Residential Master Agreement to the CII Master Agreement. This incentive is paid via *crediting* Member Agencies on the monthly water bill, which therefore required the Amendment language.

To date, Metropolitan has executed this Amendment with most of the Member Agencies; WRM staff are working with the Member Agency representatives to ensure that the Amendment is executed with all remaining Member Agencies as soon as possible.

4. **Authority:** Board Letter No. 9-1 (January 13, 2004), authorizing a long-term regional CII rebate program; and Board Letter No. 8-6 (October 14, 2008), authorizing refinements and additions to Metropolitan's Conservation Program.

5. **Financial Arrangements:** Metropolitan debits or credits its member Agencies for incentives related to region-wide CII rebate/incentive programs, including the Public Sector Program.

Metropolitan funding for Member Agencies' FY 2009/10 local CII conservation programs is limited to amounts noted in each Member Agencies' respective Addendum 9 (issued 10/1/09).

6. **Needed Action:** Approve and sign Amendment #1.

Please contact me at extension 76088 if you have any questions.

Handwritten signature of Gary Tilkian in cursive.

Gary Tilkian  
CII Program

GVT:vs

o:\a\s\m\2009\GVT\_MEMO for CII Amend 1 to multiple

## AMENDMENT No. 1

TO THE WATER CONSERVATION FUNDING AGREEMENT NO. 66640

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

Calleguas Municipal Water District

There is now in effect an Agreement between The Metropolitan Water District of Southern California (Metropolitan) and the Calleguas Municipal Water District (CMW) entered into as of 1/1/2005, hereinafter referred to as Agreement.

WHEREAS, under this Agreement Metropolitan assists member agencies in implementing a variety of water conservation measures, which includes providing funding to retrofit devices with more efficient models.

WHEREAS, Metropolitan's Board approved the Region-wide Commercial / Industrial / Institutional Conservation (CII) Program in January 2004, in which CMW can participate pursuant to this First Amendment.

THEREFORE, the parties desire to amend the Agreement with this First Amendment as follows. Pursuant to *Section 5: Incentive Amount and Payment* there will be added the following paragraph:

- 5.5 Metropolitan funding for specified incentives administered through the CII program shall be in the form of a conservation credit on Metropolitan's water service invoice to Member Agency. In recognition of receiving these incentives, Member Agency pledges to increase efforts to achieve landscape and commercial conservation, and support these programs through local cost share. Metropolitan's financial obligation for funding will be for the time period specified and/or until funds are exhausted on that item or a determination by Metropolitan's Board not to provide a specified incentive.


IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Water Conservation Funding Agreement.

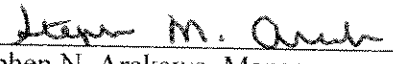
APPROVED AS TO FORM:

Karen L. Tachiki  
General Counsel

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger  
General Manager

By:   
Setha E. Schlang  
Senior Deputy General Counsel

By:   
Stephen N. Arakawa, Manager  
Water Resource Management


Date: 11/4/09

Date: 11/4/09

APPROVED AS TO FORM:

Calleguas Municipal Water District

By: \_\_\_\_\_

By:   
Donald R. Kendall  
General Manager

Date: \_\_\_\_\_

Date: Sept 30<sup>th</sup>, 2009

In duplicate  
o:\a\slc\2009\GVT\_CII\_Master\_Agreement-Amendment\_1\_v3.doc

**SECOND AMENDMENT**

FY 2015-2025

WATER CONSERVATION FUNDING AGREEMENT NO. 66640

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

CALLEGUAS MUNICIPAL WATER DISTRICT

There is now in effect a Water Conservation Funding Agreement between

The Metropolitan Water District of Southern California and Calleguas Municipal Water District effective through December 31, 2015, as amended by the First Amendment, hereinafter referred to as Agreement.

The parties desire to amend the Agreement with this Second Amendment to extend the Agreement Term through June 30, 2025.

///

///

///

///

///

///

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement.

CALLEGUAS MUNICIPAL WATER DISTRICT

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger  
General Manager

By: Susan B. Mulligan  
Susan B. Mulligan  
General Manager

By: Debra C. Man  
Debra C. Man  
Assistant General Manager/COO

Date: 8/20/2015

Date: 9/23/15

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Marcia L. Scully  
General Counsel

By: \_\_\_\_\_  
Attorney

By: Setha E. Schlang  
Setha E. Schlang  
Senior Deputy General Counsel

Date: \_\_\_\_\_

Date: 9/14/15



THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

September 28, 2009

Dr. Donald R. Kendall  
General Manager  
Calleguas Municipal Water District  
2100 Olsen Road  
Thousand Oaks, CA 90360-6800

Dear Dr. Kendall:

Transmittal of First Amendment to Agreement No. 66637

Enclosed are 2 copies of the Second Amendment to the above-mentioned agreement executed between The Metropolitan Water District of Southern California (Metropolitan) and your agency. This amendment allows broader participation by your agency in Metropolitan's long-term regional Commercial/Industrial/Institutional (CII) conservation retrofit program by providing a mechanism to credit your agency through Metropolitan's monthly water charge for specified CII incentives.

Please have the 2 enclosed original copies signed, and return them to my attention at Metropolitan. We will then return to you a copy of the fully executed Amendment.

If you have any questions or comments regarding this Agreement, please contact me at (213) 217-6088, or via e-mail at [gtilkian@mwdh2o.com](mailto:gtilkian@mwdh2o.com).

Very truly yours,

A handwritten signature in cursive script that reads "Gary Tilkian".

Gary V. Tilkian  
Associate Resource Specialist

GVT:vs  
Enclosures

**THIRD AMENDMENT**

FY 2025-2035

COMMERCIAL/INDUSTRIAL/INSTITUTIONAL  
WATER CONSERVATION FUNDING AGREEMENT NO. 66640

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

CALLEGUAS MUNICIPAL WATER DISTRICT

This amendment to Agreement No. 66640, hereinafter referred to as Third Amendment, is between The Metropolitan Water District of Southern California, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and Member Agency, a member agency of Metropolitan, hereinafter referred to as Member Agency. Metropolitan and Member Agency may be collectively referred to as “Parties” and individually as “Party.”

Recitals

A. There is now in effect between the Parties a Water Conservation Funding Agreement dated April 13, 2005, as amended by the First Amendment, and as amended by the Second Amendment, hereinafter referred to as Agreement.

B. The Parties desire to amend the Agreement with this Third Amendment to extend the term of the Agreement from June 30, 2025, to June 30, 2035, subject to annual budget approval by Metropolitan’s Board of Directors.

C. The Parties also desire to update the agreement administrators and notice requirements and clarify the inclusion of all incentive programs.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, including all previous amendments to the Agreement and this Third Amendment, the Parties agree as follows:

Terms of Agreement

1. The following Sections in the Agreement are hereby amended and shall now read as follows:

- a. “1.1 This Agreement will be effective on April 13, 2005, and shall terminate on June 30, 2035 (Term). Continuance of this Agreement will be subject to annual



budget approval by Metropolitan's Board, in its sole discretion. This Agreement will immediately terminate if Metropolitan's Board does not fund the Program."

- b. "2.1 Mr. Marcelo Alvarez is appointed Agreement Administrator for Metropolitan for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Metropolitan. Concerns regarding the Program should be addressed to Mr. Alvarez."
- c. "2.2 Ms. Jennifer Lancaster, is appointed Agreement Administrator for Member Agency for the purpose of administering this Agreement and making any decisions in connection therewith on behalf of Member Agency."
- d. "6.1 Member Agency elects to participate in Metropolitan's Program to provide financial incentives for water-efficient devices and other incentive programs within its service area. This Agreement and/or successive Agreement Addendums identify the specific incentive amounts that are in effect in the individual Member Agency's service territory."
- e. "Section 8: Notice

8.1 Any communication required to administer this Agreement shall be in writing and will be deemed received upon personal delivery or 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to Metropolitan: The Metropolitan Water District of Southern California  
Post Office Box 54153  
Los Angeles, CA 90054-0153  
Attention: Mr. Marcelo Alvarez

If to Member Agency: Calleguas Municipal Water District  
2100 Olsen Rd.  
Thousand Oaks, CA 91360-6800  
Attention: Jennifer Lancaster

Either Party may change such address or Agreement Administrators by giving notice to the other Party as provided herein."

f. “Section 10: Evaluation, Audit, and Record Retention

10.1 Metropolitan and Member Agency agree to provide access to their and their authorized representatives’ books, documents, papers, computer files and records that are directly pertinent to this Agreement for the purpose of making Program evaluation, audit, examination, excerpts, and transcriptions. Metropolitan and Member Agency will retain all required records for applications or work performed by the Member Agency for a period beginning on the date the incentive is first awarded for a given application and respective project and ending seven years later.”

2. The following Sections are hereby added to the Agreement:

a. “1.4 This Agreement encompasses multiple conservation programs which provide incentives to consumers and may subsidize Member Agency’s non-regional programs. Addenda to this Agreement will be issued for changes involving Board approved items, grant funding, and changes to incentive programs including funding and incentive levels.”

b. “5.6 Incentives are generally limited by Board policy to \$195 per acre-foot of water saved, up to the full cost of the device. If at any time during this Agreement Metropolitan determines that the cost of any particular device falls below the incentive level, Metropolitan shall adjust the incentive accordingly per Board policy. Metropolitan Board approval is required for any specified incentives at a rate higher than \$195 per acre-foot of water saved.”

c. “5.7 Member Agency shall provide Metropolitan invoices for all items installed, distributed, vouchered and/or rebated by Member Agency or its agent as required and outlined in the applicable addendum.”

d. “5.8 “If Metropolitan secures additional funding from outside sources for one or more items, an addendum will be issued from Metropolitan. Metropolitan will notify Member Agency of outside funding status and should outside funding run out, Metropolitan’s funding commitment will revert to the current Board approved amount. Metropolitan may issue allocations or deploy other administrative actions to ensure that grant limits are not overspent. The funding amounts listed on Exhibit A are subject to being modified from time to time via addenda. Member Agency shall be responsible for all costs in excess of those listed on Exhibit A of the Addenda.”

3. The following Sections in the Agreement are hereby deleted in their entirety: 4.1, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, and 7.7.

4. This Third Amendment modifies the Agreement only as expressly set forth above. This Third Amendment does not modify, alter, or amend the Agreement in any other way whatsoever. All other Agreement terms and conditions not expressly set forth above remain unchanged.

5. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

6. The persons executing this Third Amendment on behalf of the Parties here warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Third Amendment on behalf of said Party, (iii) by so executing this Third Amendment such Party is formally bound to the provisions of this Third Amendment, and (iv) the entering into this Third Amendment does not violate any provision of any other Agreement to which said Party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the date and year last written below (Effective Date).

CALLEGUAS MUNICIPAL WATER DISTRICT

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Deven N. Upadhyay  
General Manager

By \_\_\_\_\_

By \_\_\_\_\_

Kristine McCaffrey

Deven N. Upadhyay

General Manager

General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
Walter E. Wendelstein  
District Counsel

APPROVED AS TO FORM:  
Marcia L. Scully  
General Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Walter E. Wendelstein

Alondra Espinosa

District Counsel

Deputy General Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

RAUL AVILA, PRESIDENT  
DIVISION 1

SCOTT H. QUADY, VICE-PRESIDENT  
DIVISION 2

THIBAUT ROBERT, SECRETARY  
DIVISION 4

JACQUELYN MCMILLAN, TREASURER  
DIVISION 5

REDDY PAKALA, DIRECTOR  
DIVISION 3

KRISTINE MCCAFFREY  
GENERAL MANAGER



web site: [www.calleguas.com](http://www.calleguas.com)

2100 OLSEN ROAD • THOUSAND OAKS, CALIFORNIA 91360-6800 805/526-9323 • FAX: 805/522-5730

## BOARD MEMORANDUM

**Date:** March 19, 2025

**To:** Board of Directors

**From:** Kristine McCaffrey, General Manager

**Subject:** Item 6.A – Designate a Board Member to Vote on Behalf of Calleguas for Association of California Water Agency Officers and the Region 8 Board and Authorize the General Manager to Sign and Submit the Authorized Voting Representative Form

---

**Objective:** Provide regional leadership by participating in and supporting the Association of California Water Agencies (ACWA).

**Recommended Action:** Designate a Board Member to vote on behalf of Calleguas for ACWA officers and the Region 8 Board and authorize the General Manager to sign and submit the Authorized Voting Representative Form.

**Budget Impact:** None

**Discussion:**

ACWA elects officers and region boards every two years. This year, voting for both sets of candidates will be done electronically by each member agency's designated voter on a single ballot. Agencies must designate their voting representative by submitting the Authorized Representative and Information Form by the June 20 deadline.

Attachment

- Authorized Voting Representative Form



## 2025 ACWA ELECTIONS AUTHORIZED VOTING REPRESENTATIVE FORM

ACWA has launched the election process for the 2026-'27 term for President, Vice President, and region board members. This year, the election for both officers and region boards is combined.

### Key Details:

- **Electronic Voting:** Voting for both sets of candidates will be done electronically by each member agency's designated voter on a single ballot.
- **Designate Your Voter:** Each agency must **designate one voting representative by June 20**. To designate your agency's voter, please submit the Authorized Voting Representative Form by the June deadline.
- **Default Voter:** If no representative is designated by the deadline, your agency's General Manager will be the authorized voter by default.
- **Ballot Distribution:** Authorized voters will receive an electronic ballot on July 21.

For more information about ACWA's elections, visit: [www.acwa.com/elections](http://www.acwa.com/elections).

**The person designated below will cast our agency's vote for the election of ACWA's President and Vice President and Region Board for the 2026-'27 term in the upcoming election.**

Member Agency's Name		Agency's Phone No.
Authorized Voting Representative's Name	Authorized Voting Representative's Email	Authorized Voting Representative's Phone No.

Print Name of Member Agency's Authorized Signatory

X

Authorized Signatory Signature

Date

### SUBMIT YOUR FORM

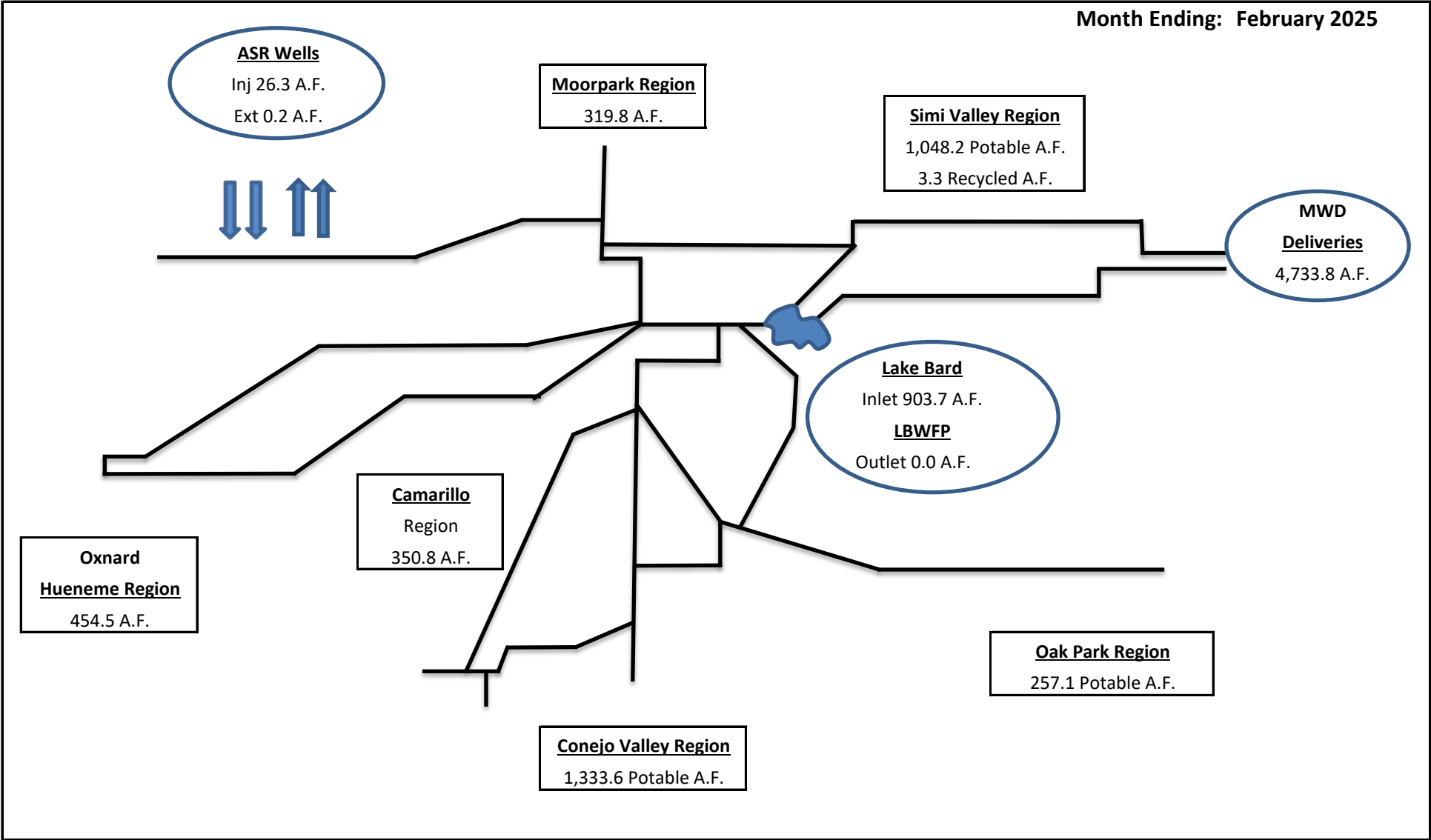
**To:** Donna Pangborn, Senior Clerk of the Board  
**Email:** [donnap@acwa.com](mailto:donnap@acwa.com)  
**Mail:** 980 9th Street, Suite 1000, Sacramento, CA 95814

**SUBMISSION  
DEADLINE**

**JUNE 20, 2025**

**Calleguas Municipal Water District  
Water Use and Sales  
System Usage by Region**

Month Ending: February 2025



**Current Fiscal Year to Date:**

52,161.3	A.F. Potable
60.9	A.F. Recycled
436.5	A.F. SMP Brine
-	A.F. SMP Non-Brine

**As of Fiscal Year 02/29/24**

45,038.5	A.F. Potable
44.5	A.F. Recycled
525.3	A.F. SMP Brine
-	A.F. SMP Non-Brine

**As of Fiscal Year 02/28/23**

41,284.0	A.F. Potable
47.4	A.F. Recycled

**Calleguas Municipal Water District  
Revenues from Water Sales  
For the Month of February 2025**

Organization	Water Use Acre Feet	Water Sales	RTS, CRC, Penalties & Pumping Charges	Billing Amount
<b>Potable Water</b>				
Berylwood Heights Mutual Water Co.	-	\$ -	\$ 150.00	\$ 150.00
Brandeis Mutual Water Co.	1.4	2,571.04	1,010.00	3,581.04
Butler Ranch	-	-	150.00	150.00
California American Water Co	680.4	1,289,320.37	228,709.00	1,518,029.37
Camarillo, City of	195.8	370,969.31	60,993.00	431,962.31
Camrosa Water District	142.0	269,106.53	90,679.00	359,785.53
Crestview Mutual Water Co.	12.9	24,400.95	8,711.00	33,111.95
Ventura Co WWD #38	50.8	96,268.26	12,053.00	108,321.26
Solano Verde Mutual Water	6.0	11,428.29	5,565.00	16,993.29
Oak Park Water Service	99.4	188,286.26	42,214.47	230,500.73
Oxnard, City of	454.5	861,320.13	197,118.00	1,058,438.13
Pleasant Valley Mutual Water Co.	0.1	139.21	5,945.79	6,085.00
California Water Service Co.	280.6	531,813.74	126,358.23	658,171.97
Simi Valley, City of	807.6	1,530,347.36	311,944.20	1,842,291.56
Golden State Water	239.2	453,364.44	82,592.00	535,956.44
Thousand Oaks, City of	473.5	897,205.93	151,496.00	1,048,701.93
Ventura Co WWD #1	319.6	605,695.25	140,967.00	746,662.25
Ventura Co WWD #19	0.2	404.45	3,335.00	3,739.45
<b>Potable Total</b>	<b>3,764.0</b>	<b>\$ 7,132,641.52</b>	<b>\$ 1,469,990.69</b>	<b>\$ 8,602,632.21</b>

<b>Potable 2024</b>	2,862.1
<b>Potable 2023</b>	3,738.9

Organization	Water Use Acre Feet	Water Sales	Pumping Charges	Billing Amount
<b>Recycled Water</b>				
Simi Valley, City of (Rec)	3.3	4,945.90	-	4,945.90
<b>Recycled Sales Total</b>	<b>3.3</b>	<b>\$ 4,945.90</b>	<b>\$ -</b>	<b>\$ 4,945.90</b>

<b>Recycled 2024</b>	0.5
<b>Recycled 2023</b>	2.3



**Calleguas Municipal Water District  
Revenues from Other Water Sales & SMP  
For the Month of February 2025**

Organization	Water Use Acre Feet	Water Sales	RTS, CRC, Penalties & Pumping Charges	Billing Amount
--------------	------------------------	-------------	--	----------------

**Construction Water Sales**

Environmental Construction		\$	\$	\$
MMC		\$	\$	\$
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Construction Water Sales Total</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Organization	Discharge Acre Feet	Water Sales	Const Replacement, Maint Fee & Penalties	Billing Amount
--------------	------------------------	-------------	---	----------------

**SMP Brine Discharge**

Camrosa		\$ -	\$ 1,082.00	\$ 1,082.00
Oxnard		\$ -	\$ -	\$ -
Camarillo	33.2	\$ 24,836.52	\$ 297.44	\$ 25,133.96
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total SMP Discharge</b>	<b>33.2</b>	<b>\$ 24,836.52</b>	<b>\$ 1,379.44</b>	<b>\$ 26,215.96</b>

SMP Brine 2024

**SMP Non-Brine Discharge**

Camrosa		\$ -	\$ -	\$ -
Oxnard		\$ -	\$ -	\$ -
Camarillo		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total SMP Discharge</b>	<b>-</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

SMP Non-Brine 2024

**Calleguas Municipal Water District  
MWD Invoice Reconciliation  
For the Month of February 2025**

<b>Source-MWD</b>			
Metropolitan Delivery		4,733.8	\$ 6,603,651.00

<b>Sales</b>			
Purveyor Sales		3,764.0	\$ 5,250,780.00
Construction Sales		-	-
		-	-
<b>Total Sales Potable Water</b>		<b>3,764.0</b>	<b>\$ 5,250,780.00</b>

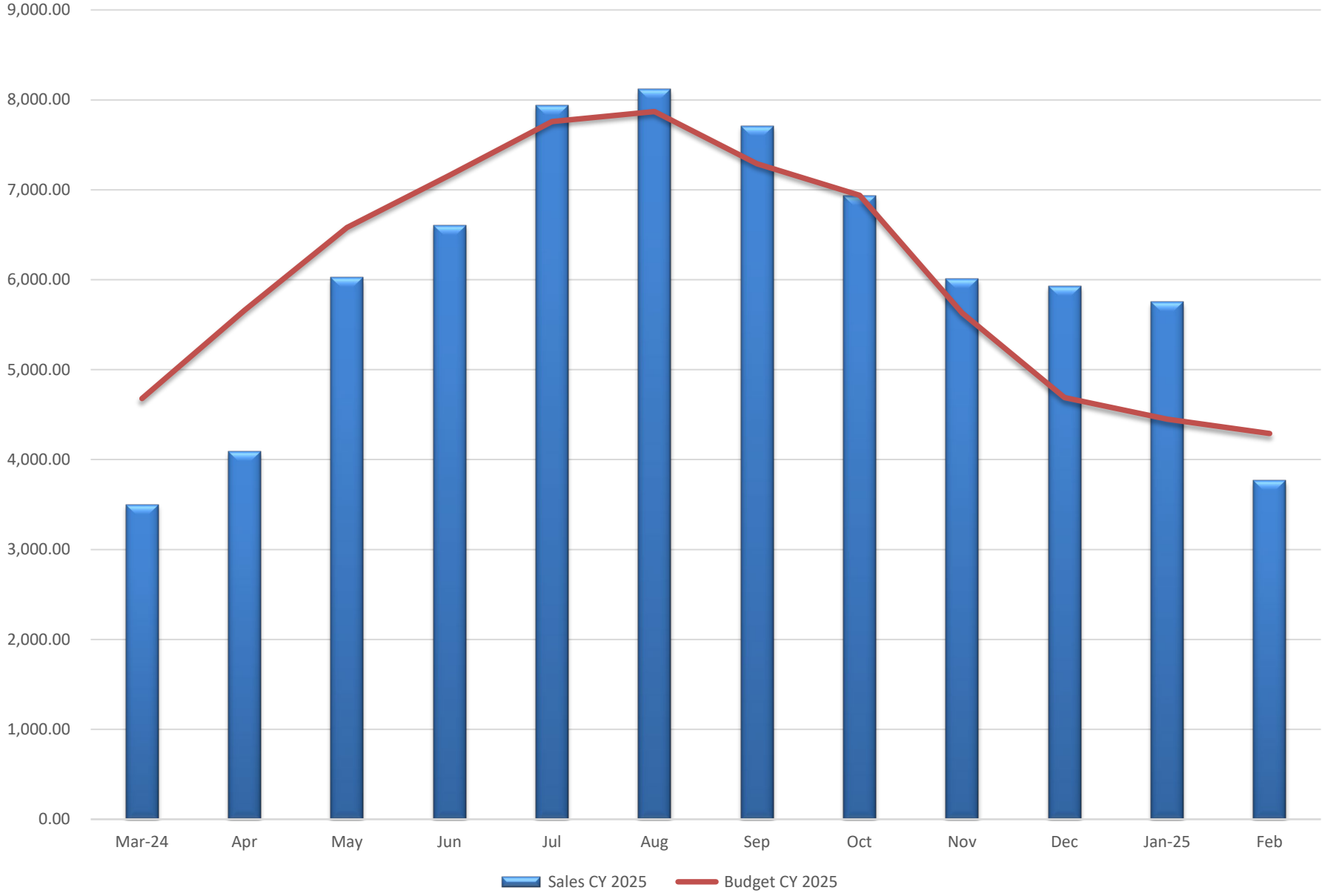
<b>Storage</b>			
Water Reservoirs		(13.2)	(18,400.05)
Lake Bard Input (Storage)		903.7	1,260,661.50
Lake Bard Water Filter Plant Output (Use)		-	-
ASR Wells Input (Storage)		26.3	36,688.50
ASR Wells Output (Use)		(0.2)	(279.00)
ASR Cyclic Storage @ \$ 1131 A.F.			-
<b>Total Storage Activity</b>		<b>916.6</b>	<b>1,278,670.95</b>

<b>Total Water Sales &amp; Use</b>	4,680.6	6,529,450.95
<b>Reconciliation Adjustment</b>	53.2	74,200.05
<b>Water Sales per MWD</b>	4,733.8	6,603,651.00

CRC	205,400.00
RTS	792,694.00
LRP	(59,806.00)
Conservation Program Costs	1,463.16
ASR Reverse Cyclic Storage - Prepaid	-
Turf Replacement	-
Tier 2 Surcharge	-
RTS Adjustment for FY 2023/24	-

**Total MWD Invoice for February 2025**                      7,543,402.16

### Sales vs Budget Last 12 Months



**Calleguas Municipal Water District  
Record Of Power Generation  
Revenue Summary  
Fiscal Year 2024-25**

**January 1, 2025 to January 31, 2025**

Hours Possible Generating: 3,720  
 Hours On Line - Generating: 24  
 Hours Off Line - Flow Conditions: 2,328  
 Hours Off Line - Maintenance: 744  
 Hours Off Line - Power Loss: 624

<b>Monthly Revenue - FY 2024-25</b>	
July - 2024	\$ 88,483.41
August	101,178.63
September	102,449.06
October	55,718.05
November	32,976.98
December	17,347.75
January - 2025	(441.05)
February	
March	
April	
May	
June	
<b>FY 2024-25 Total</b>	<b>\$ 397,712.83</b>

<b>Monthly Revenue - FY 2023-24</b>	
July - 2023	\$ 120,462.53
August	72,072.53
September	94,225.28
October	62,673.90
November	38,439.22
December	21,078.00
January - 2024	5,619.59
February	
March	
April	
May	
June	
<b>FY 2023-24 Total</b>	<b>\$ 414,571.05</b>

**FY 2024-25 Budget 600,000.00**

<b>ANNUAL REVENUE</b>	
<b>FY 2023-24 Total</b>	<b>494,519.36</b>
<b>FY 2022-23 Total</b>	<b>169,954.19</b>
<b>FY 2021-22 Total</b>	<b>456,746.87</b>

**Calleguas Municipal Water District  
Record Of Power Generation  
Conejo Pump Station  
Fiscal Year 2024-25**

**January 1, 2025 to January 31, 2025**

Hours Possible Generating:	744
Hours On Line - Generating:	0
Hours Off Line - Flow Conditions:	744
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	0

<u>Monthly Revenue - FY 2024-25</u>	<u>Estimated Monthly Cost Savings - FY 2024-25</u>	<u>Monthly Revenue - FY 2023-24</u>
July - 2024	\$ 143.69	July - 2022 \$ 3,652.18
August	0.00	August 4,894.15
September	856.18	September 2,253.54
October	39.55	October 69.98
November	37.33	November 0.00
December	1,120.17	December 0.00
January - 2025	(237.41)	January - 2023 0.00
February	_____	February 0.00
March	_____	March 0.00
April	_____	April 0.00
May	_____	May 0.00
June	_____	June 333.70
<b>FY 2024-25 Total \$ 1,959.51</b>	<b>FY 2024-25 Total \$ 4,068.00</b>	<b>FY 2023-24 Total \$ 11,203.55</b>

<u>ESTIMATED COST SAVINGS</u>	<u>ANNUAL REVENUE</u>
<b>FY 2022-23 Total \$ 1,148.00</b>	<b>FY 2022-23 Total \$ 892.36</b>
<b>FY 2021-22 Total \$ 19,736.00</b>	<b>FY 2021-22 Total \$ 7,828.83</b>

**Calleguas Municipal Water District  
Record Of Power Generation  
East Portal  
Fiscal Year 2024-25**

**January 1, 2025 to January 31, 2025**

Hours Possible Generating:	744
Hours On Line - Generating:	0
Hours Off Line - Flow Conditions:	0
Hours Off Line - Maintenance:	744
Hours Off Line - Power Loss:	0

<b>Monthly Revenue - FY 2024-25</b>	
July - 2024	\$ 79,041.52
August	91,258.11
September	86,348.07
October	47,142.10
November	25,678.01
December	8,965.93
January - 2025	6.39
February	
March	
April	
May	
June	
<b>FY 2024-25 Total</b>	<b>\$ 338,440.13</b>

<b>Monthly Revenue - FY 2023-24</b>	
July - 2022	\$ 91,842.59
August	81,508.92
September	75,779.41
October	46,029.29
November	29,014.78
December	14,452.02
January - 2023	0.00
February	0.00
March	0.00
April	2,343.17
May	38,941.38
June	63,707.67
<b>FY 2023-24 Total</b>	<b>\$ 443,619.23</b>

**ANNUAL REVENUE**

<b>FY 2022-23 Total</b>	<b>\$ 129,365.25</b>
<b>FY 2021-22 Total</b>	<b>\$ 303,122.01</b>
<b>FY 2020-21 Total</b>	<b>\$ 521,107.83</b>

**Calleguas Municipal Water District  
Record Of Power Generation  
Santa Rosa  
Fiscal Year 2024-25**

**January 1, 2025 to January 31, 2025**

Hours Possible Generating:	744
Hours On Line - Generating:	2
Hours Off Line - Flow Conditions:	406
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	336

<b>Monthly Revenue - FY 2024-25</b>	
July - 2024	\$ 434.86
August	455.17
September	2,027.72
October	0.00
November	945.53
December	763.89
January - 2025	106.31
February	
March	
April	
May	
June	
<b>FY 2024-25 Total</b>	<b>\$ 4,733.48</b>

<b>Monthly Revenue - FY 2023-24</b>	
July - 2022	\$ 2,706.07
August	3,011.62
September	1,892.42
October	2,239.12
November	708.17
December	13.29
January - 2023	41.23
February	23.80
March	156.50
April	74.93
May	27.70
June	262.78
<b>FY 2022-23 Total</b>	<b>\$ 11,157.63</b>

**ANNUAL REVENUE**

<b>FY 2022-23 Total</b>	<b>\$ 2,348.70</b>
<b>FY 2021-22 Total</b>	<b>\$ 7,598.93</b>
<b>FY 2020-21 Total</b>	<b>\$ 14,115.14</b>

**Calleguas Municipal Water District  
Record Of Power Generation  
Springville  
Fiscal Year 2024-25**

**January 1, 2025 to January 31, 2025**

Hours Possible Generating:	744
Hours On Line - Generating:	0
Hours Off Line - Flow Conditions:	456
Hours Off Line - Maintenance:	0
Hours Off Line - Power Loss:	288

<b>Monthly Revenue - FY 2024-25</b>		<b>Revenues</b>		<b>Fees</b>		<b>Monthly Revenue - FY 2023-24</b>	
July - 2024	\$ (273.60)	\$ 0.00	\$ (273.60)	July - 2022	\$ 8,311.68		
August	0.00	0.00	0.00	August	(25,904.96)		
September	7,535.17	7,749.84	(214.67)	September	2,666.76		
October	4,717.59	5,178.47	(460.88)	October	6,199.89		
November	4,295.95	4,692.01	(396.06)	November	3,158.60		
December	2,641.05	3,166.01	(524.96)	December	92.18		
January - 2025	(316.34)	0.00	(316.34)	January - 2023	(336.50)		
February				February	(1,145.64)		
March				March	(178.89)		
April				April	0.00		
May				May	(178.89)		
June				June	(273.60)		
<b>FY 2024-25 Total</b>	<b>\$ 18,599.82</b>	<b>\$ 20,786.33</b>	<b>\$ (2,186.51)</b>	<b>FY 2022-23 Total</b>	<b>\$ (7,589.37)</b>		

**ANNUAL REVENUE**

<b>FY 2022-23 Total</b>	<b>\$ 9,545.98</b>
<b>FY 2021-22 Total</b>	<b>\$ 70,145.01</b>
<b>FY 2020-21 Total</b>	<b>\$ 60,788.34</b>



**Calleguas Municipal Water District  
Cash & Investment Summary  
February 28, 2025**

<u>Account</u>	<u>Balance</u>	<u>Interest Rate</u>
<b><u>Pooled Investment Accounts</u></b>		
LAIF	\$ 16,008,812.93	4.33%
Ventura County Pool	245.93	4.51%
<b>Total Pooled Investments</b>	<b>\$ 16,009,058.86</b>	
<b><u>Other Investments</u></b>		
Chandler Asset Management (US Bank)	\$ 158,249,055.61	4.27%
<b><u>Restricted Investments</u></b>		
US Bank - 2008 Series A	20,236.67	
Wells Fargo Bank - 2010 Series A & B Payment Acct	13,039.19	
US Bank - 2021 Payment Fund	822.14	
US Bank - 2016 Series A Payment Acct	1.04	
US Bank - 2024 Series A Payment Acct	15,541.32	
<b>Total Restricted Investments</b>	<b>\$ 49,640.36</b>	
<b>Total - All Investments</b>	<b>\$ 174,307,754.83</b>	
<b>Cash Balance</b>	<b>2,924,133.86</b>	
<b>Total Cash and Investments</b>	<b>\$ 177,231,888.69</b>	

**Pooled Investment Summary**

<b><u>Ventura County Pool</u></b>	
Balance as of January 31, 2025	\$ 25,717.94
Current Month Activity:	
Interest Paid	245.93
Transfer to General Fund Checking	(25,717.94)
Balance on Hand as of February 28, 2025	<u>\$ 245.93</u>

<b><u>Local Agency Investment Fund (LAIF)</u></b>	
Balance as of January 31, 2025	\$ 22,008,812.93
Current Month Activity:	
Interest Paid	-
Transfer to General Fund Checking	(6,000,000.00)
Balance on Hand as of February 28, 2025	<u>\$ 16,008,812.93</u>

All investments are in conformity with the Investment Policy of Calleguas Municipal Water District.  
The cash & investments provide sufficient cash flow liquidity to meet all the estimated expenditures for the next six months.

**Calleguas Municipal Water District  
Investment Listing  
2/28/2025**

CUSIP	Issuer	Amount	Coupon Rate	Maturity	Cost	Book Value	Market Value	Accrued Balance	S&P Rating	Market YTM	Purchase	Duration	Security Type
02582JJT8	American Express Credit Master	1,690,000.00	3.39	5/15/2025	1,689,626.17	1,689,963.41	1,686,416.86	2,546.27	AAA	4.498	3.422	0.195	ABS
05593AAC3	BMW Vehicle Lease Trust	8,651.04	5.16	11/25/2025	8,650.84	8,650.99	8,656.97	7.44	AAA	4.068	5.432	0.060	ABS
05592XAD2	BMW Vehicle Owner Trust	335,000.00	5.47	2/25/2028	334,940.64	334,961.52	337,430.69	305.41	AAA	4.471	5.474	0.683	ABS
096924AD7	BMW Vehicle Owner Trust	1,045,000.00	4.56	9/25/2029	1,044,897.07	1,044,898.11	1,050,534.32	2,514.97	AAA	4.347	4.562	2.056	ABS
161571HT4	Chase Issuance Trust	1,885,000.00	5.16	9/15/2028	1,884,477.48	1,884,629.92	1,910,266.54	4,322.93	AAA	4.293	5.166	1.443	ABS
36271VAD9	GM Financial Automobile Leasing	665,000.00	4.66	2/21/2028	664,921.53	664,922.74	668,895.30	1,635.53	AAA	4.366	4.664	1.717	ABS
379929AD4	GM Financial Automobile Leasing	400,000.00	5.38	11/20/2026	399,952.04	399,974.69	401,447.24	657.56	AAA	4.493	5.384	0.382	ABS
362585AC5	GM Financial Securitized Term	220,840.00	3.1	2/16/2027	220,793.84	220,822.84	219,690.88	285.25	AAA	4.581	3.129	0.355	ABS
43813YAC6	Honda Auto Receivables Owner	1,045,000.00	4.57	3/21/2029	1,044,835.83	1,044,854.67	1,049,695.50	1,326.57	NA	4.340	4.680	1.628	ABS
438123AC5	Honda Auto Receivables Owner	585,000.00	5.67	6/21/2028	584,896.98	584,926.23	593,278.28	921.38	NA	4.478	5.744	1.105	ABS
43815JAC7	Honda Auto Receivables Owner	405,749.78	5.04	4/21/2027	405,674.39	405,710.97	406,951.85	568.05	NA	4.554	5.089	0.549	ABS
44934QAD3	Hyundai Auto Receivables Trust	470,000.00	4.84	3/15/2029	469,929.08	469,938.29	474,382.84	1,011.02	AAA	4.357	4.896	1.744	ABS
448979AD6	Hyundai Auto Receivables Trust	718,208.26	4.58	4/15/2027	718,138.16	718,171.15	718,555.65	1,461.95	AAA	4.523	5.139	0.480	ABS
47800BAC2	John Deere Owner Trust	850,288.74	5.09	6/15/2027	850,222.76	850,256.88	853,216.62	1,923.54	NA	4.435	5.147	0.484	ABS
58768PAC8	Mercedes-Benz Auto Receivables	1,108,148.62	5.21	8/16/2027	1,107,929.43	1,108,036.47	1,112,897.04	2,565.98	AAA	4.477	5.275	0.542	ABS
89240JAD3	Toyota Auto Receivables Owner	950,000.00	4.64	8/15/2029	949,961.91	949,962.62	957,648.74	1,959.11	NA	4.309	4.687	2.128	ABS
89239NAD7	Toyota Lease Owner Trust	1,045,000.00	4.75	2/22/2028	1,044,986.31	1,044,986.35	1,045,000.00	689.41	AAA	4.797	4.750	1.906	ABS
92970QAE5	WF Card Issuance Trust	930,000.00	4.29	10/15/2029	929,861.80	929,871.54	930,794.87	1,773.20	AAA	4.293	4.580	2.423	ABS
3133EPDJ1	Farm Credit System	3,600,000.00	4.375	9/15/2027	3,668,976.00	3,639,245.69	3,627,647.39	72,625.00	AA+	4.052	3.903	2.331	Agency
3133EPQC2	Farm Credit System	1,750,000.00	4.625	7/17/2026	1,749,160.00	1,749,610.58	1,761,064.24	9,892.36	AA+	4.143	4.642	1.312	Agency
3133EP7C3	Farm Credit System	4,200,000.00	4.625	4/1/2026	4,169,928.00	4,183,012.11	4,217,745.13	80,937.50	AA+	4.217	5.019	1.023	Agency
3133EPBM6	Farm Credit System	3,500,000.00	4.125	8/23/2027	3,468,430.00	3,482,557.48	3,505,951.37	3,208.33	AA+	4.052	4.348	2.326	Agency
3133EPUN3	Farm Credit System	3,000,000.00	4.5	8/28/2028	3,022,140.00	3,015,488.29	3,045,074.70	1,125.00	AA+	4.034	4.319	3.201	Agency
3133ENV72	Farm Credit System	3,100,000.00	4.5	7/27/2026	3,099,845.00	3,099,941.75	3,116,739.01	13,175.00	AA+	4.097	4.501	1.340	Agency
3133EPBJ3	Farm Credit System	3,500,000.00	4.375	2/23/2026	3,476,513.00	3,492,278.54	3,505,626.92	3,402.78	AA+	4.203	4.618	0.942	Agency
3130ALHH0	Federal Home Loan Banks	3,500,000.00	0.96	3/5/2026	3,251,500.00	3,435,242.58	3,390,306.05	16,426.67	AA+	4.175	2.883	0.978	Agency
3130AXQK7	Federal Home Loan Banks	3,000,000.00	4.75	12/8/2028	3,090,990.00	3,070,678.82	3,075,057.81	32,854.17	AA+	4.025	4.053	3.390	Agency
3130ATS57	Federal Home Loan Banks	3,600,000.00	4.5	3/10/2028	3,697,488.00	3,659,581.99	3,651,423.95	76,950.00	AA+	3.993	3.892	2.744	Agency
3130ATUS4	Federal Home Loan Banks	3,500,000.00	4.25	12/10/2027	3,576,580.00	3,543,772.33	3,521,713.37	33,468.75	AA+	4.009	3.751	2.567	Agency
3130B1BC0	Federal Home Loan Banks	3,000,000.00	4.625	6/8/2029	3,068,460.00	3,060,235.53	3,065,592.30	31,989.58	AA+	4.060	4.099	3.806	Agency
3130AEB25	Federal Home Loan Banks	4,000,000.00	3.25	6/9/2028	3,858,720.00	3,906,490.94	3,910,014.60	29,611.11	AA+	3.990	4.045	3.040	Agency
3134GW4C7	Federal Home Loan Mortgage Corp	3,000,000.00	0.8	10/27/2026	2,614,500.00	2,843,366.35	2,842,478.70	8,266.67	AA+	4.124	4.237	1.605	Agency
3137FQXJ7	FHLMC	1,000,000.00	2.525	10/25/2026	958,398.44	983,920.36	972,941.90	2,104.17	AA+	4.305	3.611	1.451	Agency
CCYUSD	Cash	4,533.20	0	2/28/2025	4,533.20	4,533.20	4,533.20	0.00	AAA	0.000	0.000	0.000	Cash
62479LS14	Mitsubishi UFJ Financial Group, Inc.	900,000.00	0	5/1/2025	893,180.25	893,396.75	893,223.90	0.00	A-1	4.477	4.363	0.160	Commercial Paper
023135CE4	Amazon.com, Inc.	1,865,000.00	3	4/13/2025	1,865,844.65	1,865,033.91	1,861,537.42	21,447.50	AA	4.626	2.983	0.111	Corporate
06051GGA1	Bank of America Corporation	1,700,000.00	3.248	10/21/2027	1,626,373.00	1,639,697.17	1,650,040.71	19,939.11	A-	4.441	4.711	2.459	Corporate
06406RAQ0	BNY Mellon Corp	2,000,000.00	0.75	1/28/2026	1,850,460.00	1,964,557.42	1,937,036.64	1,375.00	A	4.343	2.788	0.882	Corporate
14913R2Z9	Caterpillar Inc.	2,335,000.00	3.65	8/12/2025	2,332,174.65	2,334,577.23	2,326,699.29	4,498.12	A	4.461	3.692	0.433	Corporate
17275RBQ4	Cisco Systems, Inc.	3,000,000.00	4.8	2/26/2027	2,998,410.00	2,998,942.42	3,034,169.52	2,000.00	AA-	4.194	4.819	1.797	Corporate
24422EWF2	Deere & Company	520,000.00	3.4	6/6/2025	519,880.40	519,989.42	518,341.54	4,174.44	A	4.611	3.407	0.255	Corporate
24422EXB0	Deere & Company	2,000,000.00	4.95	7/14/2028	1,948,660.00	1,963,341.33	2,039,717.28	12,925.00	A	4.308	5.574	3.057	Corporate
532457CP1	Eli Lilly and Company	1,085,000.00	4.15	8/14/2027	1,084,121.15	1,084,280.87	1,084,408.99	2,126.30	A+	4.173	4.179	2.300	Corporate
438516CJ3	Honeywell International Inc.	1,675,000.00	4.95	2/15/2028	1,706,758.00	1,693,587.46	1,704,709.83	3,685.00	A	4.303	4.516	2.646	Corporate
46647PDG8	JPMorgan Chase & Co.	2,200,000.00	4.851	7/25/2028	2,095,060.00	2,132,850.66	2,209,408.23	10,672.20	A	5.137	6.296	2.227	Corporate
57629W6F2	Massachusetts Mutual Life	2,000,000.00	4.5	4/10/2026	1,998,620.00	1,999,489.12	2,005,181.52	35,250.00	AA+	4.253	4.525	1.048	Corporate
57636QAW4	Mastercard Incorporated	2,000,000.00	4.875	3/9/2028	2,029,460.00	2,022,412.95	2,035,181.84	46,583.33	A+	4.247	4.456	2.651	Corporate
59217GFT1	Metropolitan Life Global Funding I	1,265,000.00	4.9	1/9/2030	1,262,394.10	1,262,466.88	1,278,022.21	8,953.39	AA-	4.659	4.947	4.249	Corporate
61747YET8	Morgan Stanley	2,500,000.00	4.679	7/17/2026	2,525,350.00	2,503,227.21	2,499,417.08	14,296.94	A-	5.696	4.315	0.366	Corporate
637432NG6	National Rural Utilities Cooperative	1,505,000.00	3.25	11/1/2025	1,485,082.00	1,497,395.79	1,491,718.38	16,304.17	A-	4.614	4.044	0.638	Corporate
64952WFK4	New York Life Insurance Company	1,380,000.00	4.6	12/5/2029	1,379,213.40	1,379,250.45	1,383,670.05	15,164.67	AA+	4.536	4.613	4.185	Corporate
665859AW4	Northern Trust Corporation	820,000.00	4	5/10/2027	818,671.60	819,418.01	815,687.15	10,113.33	A+	4.252	4.034	2.046	Corporate
66815L2J7	Northwestern Mutual Global Funding	2,410,000.00	4	7/1/2025	2,409,180.60	2,409,908.79	2,404,046.96	16,066.67	AA+	4.733	4.011	0.323	Corporate
69371RT30	PACCAR Inc	1,290,000.00	4.45	8/6/2027	1,288,284.30	1,288,608.64	1,295,683.29	3,986.46	A+	4.256	4.498	2.271	Corporate
69371RR73	PACCAR Inc	1,810,000.00	2.85	4/7/2025	1,809,529.40	1,809,984.11	1,806,761.71	20,634.00	A+	4.699	2.858	0.094	Corporate
713448FW3	PepsiCo, Inc.	680,000.00	5.125	11/10/2026	679,816.40	679,896.31	689,373.35	10,745.42	A+	4.265	5.135	1.504	Corporate
713448FL7	PepsiCo, Inc.	1,000,000.00	3.6	2/18/2028	968,490.00	975,979.72	983,773.28	1,300.00	A+	4.188	4.491	2.770	Corporate
713448FQ6	PepsiCo, Inc.	475,000.00	4.55	2/13/2026	474,724.50	474,912.11	475,856.94	1,080.63	A+	4.350	4.571	0.834	Corporate
74340XBU4	Prologis, Inc.	1,000,000.00	3.25	6/30/2026	925,320.00	972,731.42	985,117.26	5,506.94	A	4.416	5.522	1.273	Corporate

**Calleguas Municipal Water District  
Investment Listing  
2/28/2025**

CUSIP	Issuer	Amount	Coupon Rate	Maturity	Cost	Book Value	Market Value	Accrued Balance	S&P Rating	Market YTM	Purchase	Duration	Security Type
857477CU5	State Street Corporation	1,975,000.00	4.536	2/28/2028	1,975,000.00	1,975,000.00	1,981,597.55	746.55	A	4.415	4.511	2.691	Corporate
437076CM2	The Home Depot, Inc.	985,000.00	2.7	4/15/2025	983,276.25	984,930.37	982,706.01	10,047.00	A	4.659	2.758	0.116	Corporate
437076CV2	The Home Depot, Inc.	2,300,000.00	4.95	9/30/2026	2,336,179.00	2,320,276.55	2,323,746.10	47,753.75	A	4.263	4.323	1.397	Corporate
89236TMF9	Toyota Motor Corporation	1,700,000.00	5.05	5/16/2029	1,713,821.00	1,711,841.07	1,732,565.86	25,039.58	A+	4.542	4.861	3.705	Corporate
89236TKF1	Toyota Motor Corporation	910,000.00	3.65	8/18/2025	909,181.00	909,872.96	906,608.86	1,199.43	A+	4.473	3.681	0.449	Corporate
91324PCW0	UnitedHealth Group Incorporated	2,200,000.00	3.45	1/15/2027	2,121,196.00	2,148,638.69	2,164,922.87	9,698.33	A+	4.347	4.796	1.777	Corporate
94975P405	Allspring Group Holdings LLC	206,101.98	4.22	2/28/2025	206,101.98	206,101.98	206,101.98	0.00	AAAm	4.220	4.240	0.000	Money Market Fund
4581X0EK0	Inter-American Development Bank	3,410,000.00	4.5	5/15/2026	3,407,374.30	3,408,893.38	3,424,135.51	45,182.50	AAA	4.138	4.531	1.144	Supranational
91282CEU1	Government of The United States	3,100,000.00	2.875	6/15/2025	3,077,078.13	3,096,321.44	3,086,752.34	18,608.52	AA+	4.363	3.305	0.282	US Treasury
912828YQ7	Government of The United States	4,000,000.00	1.625	10/31/2026	3,738,945.31	3,892,513.56	3,847,343.76	21,726.52	AA+	4.023	3.355	1.603	US Treasury
91282CLC3	Government of The United States	3,450,000.00	4	7/31/2029	3,426,148.44	3,427,482.49	3,449,191.39	11,055.25	AA+	4.005	4.297	3.997	US Treasury
91282CFK2	Government of The United States	3,800,000.00	3.5	9/15/2025	3,726,968.75	3,786,635.69	3,784,592.18	61,356.35	AA+	4.275	4.192	0.514	US Treasury
91282CLR0	Government of The United States	3,200,000.00	4.125	10/31/2029	3,174,625.00	3,175,049.38	3,215,001.60	44,121.55	AA+	4.013	4.381	4.147	US Treasury
91282CAB7	Government of The United States	3,000,000.00	0.25	7/31/2025	2,760,351.56	2,969,363.70	2,950,476.57	600.83	AA+	4.304	4.302	0.407	US Treasury
912828XB1	Government of The United States	4,000,000.00	2.125	5/15/2025	3,920,468.75	3,994,635.93	3,982,617.20	24,889.50	AA+	4.272	2.803	0.200	US Treasury
91282CKT7	Government of The United States	2,700,000.00	4.5	5/31/2029	2,778,679.69	2,770,751.64	2,751,470.10	30,375.00	AA+	4.006	3.822	3.797	US Treasury
91282CED9	Government of The United States	3,000,000.00	1.75	3/15/2025	2,922,421.88	2,998,976.35	2,997,395.79	24,219.61	AA+	4.337	2.671	0.033	US Treasury
91282CKZ3	Government of The United States	2,400,000.00	4.375	7/15/2027	2,408,906.25	2,408,025.82	2,421,281.26	13,052.49	AA+	3.977	4.223	2.222	US Treasury
9128285J5	Government of The United States	3,650,000.00	3	10/31/2025	3,618,490.23	3,643,728.89	3,620,685.94	36,600.83	AA+	4.241	3.270	0.639	US Treasury
91282CLK5	Government of The United States	3,500,000.00	3.625	8/31/2029	3,511,074.22	3,510,120.08	3,445,859.38	344.77	AA+	4.005	3.554	4.099	US Treasury
9128286B1	Government of The United States	4,000,000.00	2.625	2/15/2029	3,717,953.13	3,770,414.12	3,800,000.00	4,060.77	AA+	4.004	4.244	3.699	US Treasury
91282CFW6	Government of The United States	1,700,000.00	4.5	11/15/2025	1,708,898.44	1,702,132.00	1,703,187.50	22,400.55	AA+	4.218	4.308	0.676	US Treasury

Investment Type	Code	Total	%	Allowed
Treasury Obligations	US Treasury	44,491,009.78	26%	100%
Municipal Securities	Municipal Bonds	-	0%	20%
Medium Term Corporate Notes	Corporate	48,120,531.40	28%	30%
Federal Agency Bonds	Agency	46,771,628.44	27%	100%
Negotiable CD	Negotiable CD	-	0%	30%
Supranational	Supranational	3,407,374.30	2%	10%
Commercial Paper	Commercial Paper	893,180.25	1%	25%
Asset Backed Securities	ABS	14,354,696.26	8%	15%
Money Market Funds	Money Market Fund	206,101.98	0%	20%
Investment Cash	Cash	4,533.20	0%	20%
LAIF	LAIF	16,008,812.93	9%	15%
VC Pool	Investment Pool	245.93	0%	15%
	Restricted Inv	49,640.36	0%	
		<u>174,307,754.83</u>	<u>100%</u>	

Bills of Interest 2025							
Topic	Bill Number	Author	Summary	Status	Calleguas Position	Calleguas / Purveyor Potential Impact	Noteworthy Positions
Open meetings: local agencies: teleconferences.	AB 259	Rubio, Blanca	Removes current sunset date of January 1, 2026, of alternative meeting procedures to accommodate remote participation under the Brown Act	Introduced 1/16/25. Referred to Assembly Local Government Committee.	Support	Would provide a continuation of AB 2449 provisions regarding remote meeting participation of the elected bodies governing Calleguas and purveyors.	Sponsor: California Special Districts Association (CSDA); ACWA: Support
Groundwater sustainability agency: transparency.	AB 293	Bennett, Steve	Would require each groundwater sustainability agency to publish a link on its website or its local agency's website to the location on the Fair Political Practices Commission's internet website where the statements of economic interests, filed by the members of the board and executives of the agency, can be viewed.	Introduced 1/22/25. Hearing set for 3/23/25 in Assembly Water, Parks & Wildlife Committee	None	Minimal.	
County water districts: County of Ventura: fire suppression.	AB 367	Bennett, Steve Coauthor: Irwin, Jacqui	Would require Ventura County water districts supplying fire suppression water to more than 20 homes in high fire hazard zones to have backup power for wells and pumps for at least 24 hours during power shutoffs, unless gravity-fed. Also mandates annual inspections by the Ventura County Fire Department, notification to the Ventura County Office of Emergency Services regarding for reduced water capacity, and post-incident reports if a fire destroys over 10 homes or causes \$3 million in damages.	Introduced 2/3/25. No hearing date set.	Concerns	Potentially significant for purveyors. Calleguas submitted detailed letter expressing concerns to Asm. Bennett; discussions with author's office are ongoing.	ACWA: Oppose unless amended; Ventura County Board of Supervisors: Support
Joint powers agreements: water corporations.	AB 428	Rubio, Blanca	Authorizes a water corporation, a mutual water company, and one or more public agencies to enter into a joint powers agreement for the purposes of risk pooling, as specified.	Introduced 2/5/25. Double-referred to Assembly Insurance and Local Government Committees.	None	ACWA / JPIA tracking and engaging in discussions with author's office.	
Metropolitan Water District of Southern California (Metropolitan): alternate representatives.	AB 523	Irwin, Jacqui	Would amend the Metropolitan Act to provide single representative Member Agencies the option to appoint an alternate board member in the absence of the primary representative.	Introduced 2/10/25. Referred to Assembly Local Government Committee.	Support in concept	Would potentially allow for Calleguas representation at Metropolitan Board meetings if the current Metropolitan Director were unable to attend.	Sponsor: Eastern Municipal Water District
Water rate assistance program.	AB 532	Ransom, Rhodesia	Authorizes urban retail water suppliers to create a low-income water rate assistance program.	Introduced 2/11/25. Referred to Assembly Environmental Safety & Toxic Materials Committee.	None	Staff analyzing.	Sponsor: California Municipal Utilities Association (CMUA)
Water quality: recycled water.	SB 31	McNerney, Jerry	Provides that water discharged from a decorative body of water during storm events is not to be considered an unauthorized discharge if recycled water was used to restore levels due to evaporation.	Introduced 12/2/24. Hearing set for 3/25/25 in Senate Natural Resources & Water Committee.	None	Staff analyzing.	Sponsor: WaterReuse Association
California Water for All.	SB 72	Caballero, Anna	A reintroduction of SB 366 (Caballero) from 2024, requires the Department of Water Resources to engage in formalized water supply planning with a goal to develop a plan for an additional 10 million acre-feet of supply by 2040.	Introduced 1/15/25. Amended in Senate Natural Resources & Water Committee 3/5/25.	Support	Potential benefit of additional water supply resulting from the provisions of this bill.	Sponsors: CMUA, California State Association of Counties
Water supply for firefighting.	SB 90	Seyarto, Kelly	Expands the climate resilience bond (Proposition 4) of 2024 to include grants for firefighting dip pods, enhanced fire response capabilities, and backup electrical generators for water reservoirs.	Introduced 1/23/25. Amended in Senate Governmental Organization Committee 3/11/25.	None - staff analyzing	If passed, could provide funding for Calleguas and / or purveyor fire resilience projects.	
Water Rate Assistance Program.	SB 350	Durazo, Maria	Would establish the Water Rate Assistance Fund in the State Treasury to provide water affordability assistance, for both drinking water and wastewater services, to low-income residential ratepayers, as specified. It requires the State Water Resources Control Board to manage the fund, set guidelines, provide oversight, and publish annual performance reports, while also authorizing the Attorney General to enforce compliance.	Introduced 2/12/25. Hearing set for 3/19/25 in Senate Environmental Quality Committee.	None	Staff analyzing.	ACWA: Oppose unless amended
Water theft: fire hydrants.	SB 394	Allen, Ben	Increases penalties for water theft from fire hydrants.	Introduced 2/14/25. Hearing set for 3/19/25 in Senate Local Government Committee.	Support	May deter water theft from purveyor-managed fire hydrants.	Sponsors: Las Virgenes MWD, ACWA

State Water Resources Control Board: PFAS Mitigation Program.	SB 454	McNerney, Jerry	Creates the PFAS Mitigation Fund to support public water systems' costs anticipated with the treatment and disposal of PFAS.	Introduced 2/19/25. Hearing set for 4/2/25 in Senate Environmental Quality Committee.	Support	May be of benefit to assist with treatment costs for purveyors impacted by PFAS.	ACWA: Support
Advanced Clean Fleets (ACF) Zero-Emission Vehicle (ZEV) mandate.	SB 496	Hurtado, Melissa	Would provide relief to local agencies from the California Air Resources Board's ZEV mandate. Among other provisions, the bill updates the emergency vehicle exemption within the ACF to allow those vehicles that respond to and support critical operations, including vehicles owned by a water supplier.	Introduced 2/19/25. Hearing set for 4/2/25 in Senate Environmental Quality Committee.	Support in concept	May provide relief from CARB ZEV requirements for Calleguas and purveyors.	Sponsor: CSDA
Water: waste discharge.	SB 601	Allen, Ben Coauthor: Gonzalez, Lena	Requires the State Water Resources Control Board's Division of Drinking Water to adopt a primary drinking water standard that is at least as stringent as that adopted and in effect by U.S. EPA on January 19, 2025 (i.e., PFOA and PFOS) no later than June 30, 2028. Also contains provisions implementing new requirements for Regional Water Quality Control Boards and amends the Porter-Cologne Water Quality Control Act.	Introduced 2/20/25. Hearing set for 4/2/25 in Senate Environmental Quality Committee.	None	Staff analyzing.	

## Upcoming Meetings

This table includes meetings that can be attended by all Board members. In order to ensure Brown Act compliance, a majority of members should not discuss Calleguas specific issues at meetings other than designated Calleguas Board Meetings.

AWA Water Issues “Breaking Down Prop 4: How Much of the \$10 Billion Goes to Water?”	Tue. 03/18, 8:00 a.m.	1701 Lombard Street, Oxnard Hybrid Event
CoLAB Wheel Meeting*	Wed. 03/19, 12:00 p.m.	1672 Donlon Street, Ventura Hybrid Event
Calleguas Board Meeting	Wed. 03/19, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA WaterWise* “The End of Chevron Deference: What Does It Mean and What Comes Next?”	Thu. 03/20, 8:00 a.m.	1701 Lombard Street, Oxnard Hybrid Event
Las Virgenes Municipal Water District “Beyond the Surface” Event*	Fri. 03/21, 10 a.m.	Las Virgenes Reservoir IN PERSON ONLY
AWA CCWUC*	Wed. 03/26, 11:30 a.m.	Orchid Professional Building, 816 Camarillo Springs Rd., Camarillo IN PERSON ONLY
Calleguas Purveyor Meeting	Thu. 03/27, 10:00 a.m.	2100 Olsen Road, Thousand Oaks IN PERSON ONLY
Ventura County Special Districts Association* Speaker: Elena Brokaw, Ventura County Museum Executive Director	Tue. 04/01, 5:30 p.m.	Pleasant Valley Recreation and Park District, 1605 Burnley St, Camarillo IN PERSON ONLY
Calleguas Board Meeting	Wed. 04/02, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
CoLAB Wheel Meeting*	Wed. 04/16, 12:00 p.m.	1672 Donlon Street, Ventura Hybrid Event
Calleguas Board Meeting	Wed. 04/16, 4:00 p.m.	2100 Olsen Road, Thousand Oaks Hybrid Event
AWA Symposium*	Thu. 04/17, 8:00 a.m.	Courtyard by Marriott, Oxnard
CoLAB Spring Fling*	Sat. 04/19, 3-7:30 p.m.	Petersen Ranch 3400 E. Los Angeles Ave., Somis
Calleguas Purveyor Meeting	Thu. 04/24, 10:00 a.m.	2100 Olsen Road, Thousand Oaks IN PERSON ONLY

\* Reservations required. Contact Kara if you would like to attend.



March 11, 2025

The Honorable Maria Elena Durazo  
 Chair, Senate Local Government Committee  
 State Capitol, Room 407  
 Sacramento, CA 95814

**RE: SB 394 (Allen) – Support**

Dear Senator Durazo:

On behalf of the undersigned organizations, we are writing to express our strong support for SB 394, which would enhance penalties for water theft from fire hydrants. Water agencies are responsible for delivering safe, clean, and affordable drinking water throughout California. However, in recent years, water theft has posed a serious threat to water agencies' ability to fulfill that responsibility.

Water theft takes many forms, the most egregious being water theft from fire hydrants for commercial uses. Illegal actors have been documented connecting to and filling water trucks from fire hydrants

without the proper use of hydrant meters to avoid paying for water. These water trucks can hold up to 6,000 gallons of water, resulting in significant loss for water agencies. The stolen water is typically used or sold for profit for commercial purposes, such as by construction companies, landscaping companies, and water trucks selling the water to other users. **Current fine amounts are not strong enough to deter this theft** and may instead be seen as the cost of doing business for some bad actors.

SB 427 of 2021 carried by Senator Eggman established authority for public water agencies to adopt an ordinance that prohibits water theft and makes a violation of that ordinance subject to an administrative fine or penalty. The existing authority breaks theft into two categories: meter tampering and all other forms of water theft. Fines for meter tampering range from \$130 for the first violation up to \$1,300 for the third and additional violations within one year. All other forms of water theft, which currently includes theft from a fire hydrant, can be fined up to \$1,000 for the first violation, up to \$3,000 for the third and additional violations within a year.

At the time these fines were established, the impact to residential customers was a strong consideration that led to the final fine amounts. SB 394 is targeting commercial operators that are illegally diverting water from hydrants for profit.

**Water theft from fire hydrants poses serious risks to public health and safety, water affordability, and water efficiency.** During water theft from hydrants, contamination can occur when non-potable sources are illegally connected to a drinking water system and anti-backflow devices are not used. This cross-contamination between the water system and non-potable source connections poses a serious health risk to everyone in the system.

Further, unauthorized use of a hydrant can lead to water pressure in the system dropping which can jeopardize response to emergency situations such as fires. This potential issue is especially timely given the devastating fires in Southern California.

Illegal connections also often result in costly damage to the fire hydrant and system infrastructure that can impair the hydrant's function. The revenue lost from water theft and the cost of damage to infrastructure as a result of theft is ultimately borne by law-abiding paying customers, having a negative impact on water affordability. Water theft also works against efforts by water districts to comply with State water use efficiency goals under the State's newly adopted Making Conservation a California Way of Life framework.

The current penalties for water theft are an insufficient deterrent and fail to prevent this criminal activity from occurring. SB 394 recognizes and addresses these inefficiencies in existing penalties by authorizing local agencies that provide water services to adopt an ordinance with enhanced penalties specifically for water theft from a fire hydrant. The intent of this bill is to specifically deter commercial water theft, rather than residential water theft. Under SB 394, local agencies could adopt an ordinance allowing them to set fines not to exceed \$2,500 for the first violation and up to \$10,000 for the third and any additional violations.

This bill would also remove the one-year reset on existing penalties for the third and additional violations for water theft committed via meter tamping and other forms of water theft. This bill would also help agencies recover damages as a result of water theft from a fire hydrant by authorizing a utility to bring a civil action for damages against any person who, without authorization, tampers with or diverts water



from a fire hydrant. These provisions on civil action would be available to both public agencies and other types of retail water agencies that face these same challenges.

For the reasons above, ACWA and the undersigned organizations strongly support SB 394 and respectfully request your “AYE” vote when the bill is heard in the Senate Local Government Committee. If you have any questions about our position, please contact Julia Hall at [JuliaH@acwa.com](mailto:JuliaH@acwa.com).

Sincerely,

Julia Bishop Hall  
State Legislative Director  
Association of California Water Agencies

Anthony L. Firenzi  
Director of Strategic Affairs  
Placer County Water Agency

David Pedersen  
General Manager  
Las Virgenes Municipal Water District

Joe Mouawad, P.E.  
General Manager  
Eastern Municipal Water District

Jennifer M. Capitolo  
Executive Director  
California Water Association

Matt Stone  
General Manager  
Santa Clarita Valley Water Agency

Melissa Sparks-Kranz  
Legislative Advocate  
League of California Cities

Justin Scott-Coe  
General Manager  
Monte Vista Water District

Krista Bernasconi  
Mayor  
City of Roseville

Jennifer A. Spindler  
General Manager  
Crestline-Lake Arrowhead Water Agency

Albert C Lau, P.E.  
General Manager  
Santa Fe Irrigation District

Kyle Swanson  
CEO/General Manager  
Padre Dam Municipal Water District

Kristine McCaffrey, P.E.  
General Manager  
Calleguas Municipal Water District

David Coxey  
General Manager  
Bella Vista Water District

Steve Johnson  
General Manager  
Desert Water Agency

Kat Wuelfing  
General Manager  
Mid-Peninsula Water District

Emily Long  
Administrative and External Affairs Specialist  
Tuolumne Utilities District

Bruce Kamilos  
General Manager  
Elk Grove Water District

Paul E. Shoenberger, P.E.  
General Manager  
Mesa Water District

Brian Olney  
General Manager  
Helix Water District

Kevin Phillips  
District Manager  
Paradise Irrigation District

Jason Martin  
General Manager  
Rancho California Water District

Michael J. Hether, P.E.  
Assistant Public Works Director-Utilities  
City of Fairfield

John Bosler  
General Manager/CEO  
Cucamonga Valley Water District

Tom Majich  
General Manager  
Kinneloa Irrigation District

Brett Sanders  
General Manager  
Lakeside Water District

James Lee  
General Manager  
Crescenta Valley Water District

Elizabeth Salomone  
General Manager  
Mendocino County Russian River Flood Control  
& Water Conservation Improvement

Kim Domingo  
General Manager  
Rosamond Community Services District

Paul Helliker  
General Manager  
San Juan Water District

Edward A. Castaneda  
General Manager  
Orchard Dale Water District

Matthew Litchfield  
General Manager  
Three Valleys Municipal Water District

Craig D. Miller, P.E.  
General Manager  
Western Municipal Water District

Joel Metzger  
General Manager  
Utica Water and Power Authority

Gary Arant  
General Manager  
Valley Center Municipal Water District