



## **OPERATIONS & ADMINISTRATION COMMITTEE MEETING**

**MONTECITO WATER DISTRICT  
583 SAN YSIDRO ROAD**

**Monday April 9, 2018  
9:30 A.M.**

### **AGENDA**

#### **1) CALL TO ORDER, DETERMINATION OF COMMITTEE QUORUM**

#### **2) PUBLIC FORUM**

NOTE: This portion of the agenda may be utilized by any person to address the Operations & Administration Committee on any matter within the jurisdiction of the Committee. No consideration or discussion shall be undertaken by Committee members at this time on any item not appearing on this agenda except as permitted by the Ralph M. Brown Act. Discussion items receiving recommendations by the Committee, and/or items requiring action will be placed on the agenda of a future meeting of the Montecito Water District Board of Directors.

#### **3) ITEMS FOR COMMITTEE CONSIDERATION**

- A. Authorization to submit an application to DWR for a Basin Boundary Modification (SGMA) for the Montecito Groundwater Basin
- B. Updated Memorandum of Understanding to participate in the Integrated Regional Water Management Program (IRWM) in Santa Barbara County
- C. Emergency Response Contract Amendments
- D. Status update on Disaster Related Repairs
- E. Public Information Coordinator Employment Status Modification

#### **4) ADJOURNMENT**

Note: This agenda was posted at the Montecito Water District front counter and outside front office at 9:30 p.m. on Friday, April 6, 2018. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's programs, services or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at 805/969-2271. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this agenda submitted to the Board's Operations and Administration Committee after distribution of the agenda packet are available for public inspection in the Montecito Water District offices located at 583 San Ysidro Road, Montecito, during normal business hours.



**MONTECITO WATER DISTRICT  
MEMORANDUM**

**SECTION: 3-A**

**DATE: APRIL 9, 2018**

**TO: OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**FROM: GENERAL MANAGER**

**SUBJECT: RESOLUTION NO. 2163 AUTHORIZING SUBMITTAL OF AN  
APPLICATION TO DWR FOR A BASIN BOUNDARY MODIFICATION  
FOR THE MONTECITO GROUNDWATER BASIN**

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**RECOMMENDATION:**

The Operations and Administrative Committee recommend to the Board of Directors adoption of Resolution No. 2163 authorizing the submittal of an application to the California Department of Water Resources for a Basin Boundary Modification for the Montecito Groundwater Basin.

**DISCUSSION:**

As part of its program to manage water resources, the District is implementing aspects of California's Sustainable Groundwater Management Act (SGMA). The SGMA calls for Groundwater Sustainability Agencies (GSAs) to develop Groundwater Sustainability Plans (GSPs) which are comprehensive documents describing Basin conditions and proposing management projects and actions. SGMA implementation is required in all basins designated as high or medium priority by the State Department of Water Resources (DWR) and encouraged for low priority basins such as Montecito, which may implement SGMA on a voluntary basis.

Pursuant to SGMA, DWR has developed a process by which responsible entities may adjust existing boundaries as designated in California Department of Water Resources' Bulletin 118. Such adjustments may be based on scientific or jurisdictional considerations. Currently, a section of the southeast Montecito Groundwater Basin, as delineated by Bulletin 118, is outside of the Montecito Water District's (MWD) service area and within the Carpinteria Valley Water District's (CVWD) service area. The jurisdictional boundary modification request would revise the existing boundary to follow the service area boundary between MWD and CVWD. The modification, which would impact less than one square mile of area, has been coordinated with CVWD and would simplify SGMA implementation and groundwater management.

The District previously submitted the required *Initial Notification of Potential Basin Boundary Modification Request* and must now approve this Resolution to act as the Requesting Agency for the modification. In addition, the Requesting Agency must provide public notice and submit application using the DWR web tool.

### **PROJECT SCHEDULE**

The deadline for application is June 30, 2018 followed by a 30 day comment period after which DWR will make basin boundary recommendations in the fall of 2018. Modifications will be finalized in the fall or winter of 2018.

### **FISCAL IMPACTS**

Adoption of Resolution No. 2163 will have no financial impacts on the District as work associated with this Basin Boundary Modification is budgeted in FY17/18 and is already included in Dudek's board approved budget for Groundwater Sustainability Agency formation.

### **ATTACHMENTS**

1. Draft Resolution No. 2163

**RESOLUTION NO. 2163**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
MONTECITO WATER DISTRICT  
TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF WATER  
RESOURCES BASIN BOUNDARY MODIFICATION PROCESS FOR  
MONTECITO GROUNDWATER BASIN**

**WHEREAS**, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, collectively comprising the Sustainable Groundwater Management Act (SGMA), which took effect on January 1, 2015, giving the State the power to require local groundwater management agencies to sustainably manage local groundwater resources; and

**WHEREAS**, the SGMA established a process for local agencies to request that the California Department of Water Resources revise the boundaries of existing groundwater basins or subbasins as defined by California Department of Water Resources Bulletin 118; and

**WHEREAS**, the Basin Boundary Emergency Regulation was developed through an extensive stakeholder outreach process and was adopted by the California Water Commission on October 21, 2015 and went into effect on November 16, 2015; and

**WHEREAS**, the Montecito Water District overlies the majority of the Montecito Groundwater Basin and submitted an initial notification to the California Department of Water Resources on August 24, 2017 of the District's intent to request a basin boundary modification; and

**WHEREAS**, through an evaluation of existing mapping and descriptions for the Bulletin 118 Montecito Groundwater Basin and Carpinteria Groundwater Basin boundaries, the Montecito Water District and Carpinteria Valley Water District have identified administrative mapping and jurisdictional issues, and wish to file an application to correct those issues for the purpose of facilitating implementation of the Sustainable Groundwater Management Act of 2014;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Montecito Water District as follows:

1. That Application be made to the California Department of Water Resources to modify the boundaries of the Montecito Groundwater Basin; and

2. That the General Manager is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application with the California Department of Water Resources and take such further actions as are necessary to carry out the intent of this resolution.

**PASSED AND ADOPTED** by the Board of Directors of the Montecito Water District this 17<sup>th</sup> day of April, 2018 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**APPROVED:**

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W. Douglas Morgan, President

**ATTEST:**

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Nick Turner, Secretary

**Approved as to form and content**

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Robert Cohen, District Counsel



**MONTECITO WATER DISTRICT  
MEMORANDUM**

**SECTION: 3-B**

**DATE: APRIL 9, 2018**

**TO: OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**FROM: GENERAL MANAGER**

**SUBJECT: INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM (IRWM)  
UPDATED MEMORANDUM OF UNDERSTANDING**

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**RECOMMENDATION:**

That the Operations and Administrative Committee recommend the Board of Directors approve the updated Memorandum of Understanding for participation in the Integrated Regional Water Management Program for Santa Barbara County.

**DISCUSSION:**

In May 2016, the District agreed to participate in Santa Barbara County's Integrated Regional Water Management Program as a Cooperative Partner by executing a Memorandum of Understanding (MOU). This MOU was originally developed by the County of Santa Barbara (County) in 2010, and accordingly is in need of updating by all participants. Attached is a copy of the draft updated MOU. The draft MOU has been reviewed by Staff and District legal counsel. No substantive changes have been identified.

**FISCAL IMPACT**

Updating the MOU will have no additional financial impact on the District.

**ATTACHMENTS**

1. Draft Updated MOU for participation in the Integrated Regional Water Management Program for Santa Barbara County
2. Background Information on the Integrated Regional Water Management Program

Memorandum of Understanding (MOU)  
To participate in the Statewide and Countywide  
Integrated Regional Water Management (IRWM) Program  
In Santa Barbara County

This Memorandum of Understanding (MOU) is entered into by and between local government agencies, special districts, and non-governmental organizations (NGOs), organizations qualified under 501 (c) (3), 501 (c) (4) or 501 (c) (5) as defined by the Internal Revenue Code ) within Santa Barbara County, as listed in Appendix A, and hereinafter referred to as “Cooperating Partners”.

### 1. Purpose of this MOU

Under this MOU, the Cooperating Partners commit to participate in, and make a financial and/or service oriented contribution toward, the ongoing participation in the process established for the purposes of ongoing program development and IRWM Plan updates pursuant to the Countywide Integrated Regional Water Management Program.

The Countywide Integrated Regional Water Management Program, administered by the Department of Water Resources (DWR), requires an adopted Integrated Regional Water Management Plan that meets the statewide guidance requirements and legislative requirements and provides funding for projects that support the following goals (not limited to the list below):

- Help water infrastructure systems adapt to Climate Change;
- Assist communities of various socio-economic levels (SDAC/DSAC/EDA);
- Improve self-reliance/reduce reliance on the Sacramento San Joaquin Delta;
- Provide incentives for collaboration to:
  - Better manage water resources
  - Set regional priorities for water infrastructure.

### 2. Background

Through voter-approved bond measures, the DWR provides funding for a range of water related plans and projects. Santa Barbara Countywide interests successfully prepare and update IRWM Plans. The Santa Barbara Region is with the Central Coast Funding Area and works in collaboration with this funding region through a Memorandum of Agreement (MOA) for the equitable allocation of IRWM Funding as well as to address the water management needs of the Central Coast Hydrologic Area.

### 3. Principles

Recognizing the importance of a comprehensive IRWM Program, and consistent with previous MOUs for the IRWM Plan and Program, the Cooperating Partners endorse the following *Principles* for integrated regional water management planning.

- 3.1 Be consistent with the State’s standards for IRWM Plans, as specified in Division 43 of the Public Resources Code and related guidelines, and meet or exceed the expected scoring criteria used by the State in its IRWM Plan approval process.

- 3.2 Establish a process for on-going decision-making among cooperating partners, with inclusive and participatory public involvement to ensure meaningful input.
- 3.3 Share the costs of IRWM planning, analysis, coordination, and product development through both monetary contributions and staff time/in-kind services. NGOs, as specified herein, meeting certain time commitment requests, will be exempted from the monetary contributions afforded all other members of the Cooperating Partners.
- 3.4 Adopt a regional approach which coordinates water planning across jurisdictional boundaries in Santa Barbara County, sets priorities on a regional basis, and considers issues common to regionally shared watersheds.
- 3.5 Adopt an integrated approach to address the complex inter-relationships across strategies for: water supply, demand management, water quality, source water protection, drought management, flood control, and other water management issues as well as sensitivity to water provision and resources in the context of global climate change.
- 3.6 Consider the State's "program preferences" (as specified in the California Water Code and implementing legislation) as well as "Statewide priorities" (as specified in the IRWM Guidelines) during the IRWM planning process.
- 3.7 Incorporate an appropriate level of scientific watershed assessment information.
- 3.8 Modify the Plan to continue as an informational "roadmap" toward meeting objectives, but not as a regulatory or enforceable mandate.
- 3.9 Recognize the need for a long-term perspective, which includes monitoring of project and plan implementation.
- 3.10 Provide for adaptive management for future revisions to the Plan.
- 3.11 Provide for coordination with other IRWM Planning efforts in the Central Coast Region.
- 3.12 Provide an inclusive process which seeks involvement from, and opportunities to collaborate with, a wide range interests including the general public, agriculture, environmental groups, watershed groups, wetlands groups, academic institutions, adjacent region representatives, and NGOs.

#### 4. Scope of an IRWM Plan

The Cooperating Partners understand and accept that a final IRWM Plan must consider a range of water management strategies to meet the Plan's objectives. These strategies must cover certain State-specified categories and may include other categories. Consistent with the State's expected IRWM guidelines, the Plan must consider strategies that:

- 4.1 Reduce Water Demand
- 4.2 Improve Operational Efficiency & Transfers
- 4.3 Increase Water Supply
- 4.4 Improve Flood Management
- 4.5 Improve Water Quality
- 4.6 Practice Resource Stewardship
- 4.7 Climate Change

As part of its development, the Plan should consider, but not be limited to, the following strategy elements:

- 4.8 Water supply reliability
- 4.9 Storm water capture and management
- 4.10 Groundwater management
- 4.11 Water recycling
- 4.12 Water conservation
- 4.13 Flood management
- 4.14 Water quality protection and improvement
- 4.15 Ecosystem restoration
- 4.16 Environmental and habitat protection and improvement
- 4.17 Wetlands enhancement and creation
- 4.18 Recreation and public access
- 4.19 Conjunctive use
- 4.20 Surface storage
- 4.21 Non-point source pollution control
- 4.22 Low impact development
- 4.23 Water and wastewater treatment
- 4.24 Watershed planning
- 4.25 Desalination
- 4.26 Imported water and water transfers
- 4.27 Land use planning

## 5. Roles and Responsibilities

In order to develop an effective IRWM Plan, the Cooperating Partners agree to continue the ongoing planning effort initiated formally in 2006, and reaffirmed and recommitted to in 2010 and 2012. The Santa Barbara County Water Agency (Agency) shall again act as the single eligible contracting entity. The Agency may engage a consultant to serve as Project Manager for IRWM Plan development, including data collection, analysis, coordinating stakeholder and public involvement, and overall coordination of plan and grant application preparation. Prior to hiring the consultant, the Agency will obtain advance concurrence of a majority of the Cooperating Partners as to the consultant qualifications and terms of contract.

The IRWM planning and implementation process will include the Project Manager, Cooperating Partners and Stakeholders. Each will be responsible for, and participate in the IRWM Program and any application processes as follows:

### **5.1 Project Manager**

The Agency shall act as or engage a Project Manager to provide overall coordination of the IRWM Program and Plan efforts. The Project Manager shall prepare agendas and chair the Cooperating Partners meetings. In addition, the Project Manager shall implement a public participation process that shall include regular workshops for stakeholders and other interested parties as well as establishing and maintaining a website pertaining to the various funding Propositions that is accessible to the Cooperating Partners and the public. The project manager shall be

responsible for the monitoring of State Propositions involving IRWM and informing the Cooperating Partners regarding developments.

The Project Manager will participate in the interagency process involving DWR and/or Central Coast interests relating to the IRWM Program as appropriate. This participation may include review and comment on draft guidelines for PSPs, Guidelines program changes, attendance at DWR workshops and meetings and meetings with other Central Coast Region IRWM planning areas. The Project Manager will keep the Cooperating Partners apprised of relevant issues and developments.

## 5.2 **Cooperating Partners**

The Cooperating Partners shall consist of those local government agencies, special districts, and non-governmental organizations (NGOs) within the Santa Barbara County IRWM Region, listed in Appendix A. Cooperating partners' meetings are open to the public. A forum for public comment will be provided at each Cooperating Partners meeting. Decisions by the Cooperating Partners will be based on consensus whenever possible, or by a vote of a simple majority of all members participating in a meeting, each entity that is signatory to this MOU having one vote. Cooperating Partners shall participate in regular meetings and take part in decisions pertaining to the IRWM planning process, project finances, consultant selection, revision of the IRWM Plan, and planning grant proposals.

## 5.3 **Stakeholders**

Stakeholders shall be defined as all interested parties that are not participating in the process as Cooperating Partners. Stakeholders may fall into the following categories as defined in IRWM legislation: (1) Wholesale and retail water purveyors, including a local agency, mutual water company, or a water corporation as defined in Section 241 of the Public Utilities Code; (2) wastewater agencies; (3) flood control agencies; (4) municipal and county governments and special districts; (5) electrical corporations, as defined in Section 218 of the Public Utilities Code; (6) Native American tribes that have lands within the region; (7) self-supplied water users, including agricultural, industrial, residential, park districts, school districts, colleges and universities, and others; (8) environmental stewardship organizations, including watershed groups, fishing groups, land conservancies, and environmental groups; (9) community organizations, including landowner organizations, taxpayer groups, and recreational interests; (10) industry organizations representing agriculture, developers, and other industries appropriate to the region; (11) State, federal, and regional agencies or universities, with specific responsibilities or knowledge within the region; (12) Disadvantaged Community members and representatives, including environmental justice organizations, neighborhood councils, and social justice organizations; (13) any other interested groups appropriate to the region.

Stakeholder involvement will be actively solicited through web-sites, media noticing, personal contact, and the posting of notices. Solicitation of Stakeholders shall be among the responsibilities of Cooperating Partners members.

## 6. Financial Considerations

Each of the Cooperating Partners, respectively except for NGOs that qualify for an exemption from monetary participation, agree to in-kind time and materials commitments, and shall be solely responsible for costs for staff time devoted to the revision of an IRWM Plan and potentially for making application for grant funding. In addition, there will be extramural costs for hiring a Project Manager and/or consultants for at least one year, with duties for coordination, analysis, outreach, plan revision and updates pursuant to DWR guidelines, and grant applications as outlined in the “Roles and Responsibilities” section of this MOU. There will also be extramural costs for administrative services including those conducted by the Santa Barbara County and Water Agency staff including accounting services, web services, project oversight, and legal services, as necessary. Extramural costs, after deduction of funds remaining in the IRWM account and the County’s **50%** cost share.

The Cooperating Partners agree to generally allocate costs by approximate service area population and services. The Cooperating Partners agree to actively encourage participation by all public agencies with a direct or indirect interest in water resources.

### 6.1 Non-Governmental Organizations

It is recognized that some organizations that wish to participate in the as Cooperating Partners may not have the means by which to make a financial contribution. In lieu of a financial contribution, these organizations may make an “in kind” contribution consisting of the commitment of time and labor in support of the IRWM process. Pursuant to language codified in DWR’s IRWM Program Guidelines, Integrated Regional Water Management, Nonprofit Organizations are defined as "any nonprofit corporation qualified to do business in California, and qualified under Section 501 (c) 3, 501 (c) (4) or 501 (c) (5) of the Internal Revenue Code." The option of “in-kind” service in lieu of a financial contribution will extend only to those meeting this definition.

Examples of “In-kind” contributions include but are not limited to:

- 6.1.1 Attendance at and participation in Cooperating Partners.
- 6.1.2 Organization and/or conducting of informational, workshops and meetings.
- 6.1.3 Production and/or distribution of written materials necessary to conduct business relevant to the IRWM process.
- 6.1.4 Solicitation of involvement by Stakeholders.
- 6.1.5 Review of, and comment on, documents produced as part of the IRWM process.

## 6.2 For Financial Management:

- 6.2.1 The Agency has established an IRWM Administration account for handling the monetary contributions from those Cooperating Partners responsible for making a financial contribution (Financially Responsible Cooperating Partners). Each Financially Responsible Cooperating Partner shall contribute funds to this IRWM account. Subject to appropriation by the Board of Supervisors, the Agency will contribute **50%** of the cost for hiring consultants for IRWM Plan preparation and grant application which may include, but is not limited to, project selection, project management, and administrative support. The Agency will also contribute **50%** of the cost of its staff time for project management and administration for general IRWM Plan coordination and grant application. The Cooperating Partners shall reimburse the Agency for the remaining **50%** of all of the costs above.
- 6.2.2 Financially Responsible Cooperating Partners shall pay their respective contributions to the Agency.
- 6.2.3. Each year the Agency will provide an accounting of the IRWM fund. If funds received are in excess of the cost of actual plan coordination and preparation services, then the Agency will carry forward the balance for use in the next year's IRWM activities. If the IRWM process is completed or terminated, the Agency will refund monies to Cooperating Partners on a pro-rated basis according to each partner's contribution.
- 6.2.4. If the estimated costs of coordination and plan preparation exceed the funds available to the Agency under this MOU, the Agency may ask all Cooperating Partners to provide supplemental funds. If individual Partners refuse to provide the supplemental funds, the shortfall will be spread over the remaining partners on a voluntary basis. If such shortfalls are not made up, then all planning efforts and obligations shall automatically terminate. The planning effort may also be terminated with the concurrence of a majority of the Cooperating Partners.

## 7. Termination of Participation

Any signatory to the MOU may terminate its participation in this MOU after 30 days written notification to all other signatories. Any entity terminating participation that later wishes to participate in this MOU shall first make payment of any funding due from such party at the time of its termination, and also pay its share of any expenses for which it otherwise would have been obligated absent such termination, as determined by the Cooperating Partners.

## 8. Addition of Parties

Entities may join the Proposition 1/IRWM Cooperating Partners by submitting a written request to the Cooperating Partners and receiving their approval. Entities joining the Cooperating Partners will be subject to all of the provisions of, and be required to make a financial or in-kind contribution in accordance with, this MOU. Each paying

participant's financial obligation will be reduced proportionally with the addition of funds from any joining entity and applied as a credit to the existing participant's account.

9. Defend and Hold Harmless

Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

10. Term of this MOU:

The provisions of this MOU will end when Cooperating Partners sign a new MOU that specifically covers ongoing coordination of the IRWM Program process.

11. Counterparts:

This MOU may be executed in counterparts. Each counterpart shall have the same effect as an original.

12. Notices

All notices or other official correspondence relating to MOU matters between the Cooperating Partners shall be addressed to:

Fray Crease, Manager  
Santa Barbara County Water Agency  
130 E. Victoria Street, Suite 200  
Santa Barbara, CA 93101

In witness whereof, the Cooperating Partners hereto have executed this MOU effective at the time that a majority of the parties listed in Appendix A have approved and executed this MOU.

SANTA BARBARA COUNTY WATER AGENCY  
SCOTT D. MCGOLPIN  
PUBLIC WORKS DIRECTOR  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

BY: \_\_\_\_\_  
Deputy

APPROVED AS TO INSURANCE:  
RAY ARMATORIO, ARM, AIC  
RISK PROGRAM ADMINISTRATOR

BY: \_\_\_\_\_  
Risk Management

APPROVE AS TO ACCOUNTING:  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

BY: \_\_\_\_\_  
Deputy

SIGNATURE OF COOPERATING PARTNER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGENCY/ORGANIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Appendix A: List of Cooperating Partners**

*The list below is of potential Cooperating Partners. A final list will be prepared based on the actual signatories to the MOU.*

### **County Agencies:**

- Flood Control and Water Conservation District - Santa Barbara County
- Water Agency – Santa Barbara County
- Laguna County Sanitation District – Santa Barbara County

### **Cities:**

- City of Buellton
- City of Carpinteria
- City of Goleta
- City of Guadalupe
- City of Lompoc
- City Santa Barbara
- City of Santa Maria
- City of Solvang

### **Water Districts:**

- Carpinteria Valley Water District
- Goleta Water District
- Montecito Water District
- Santa Ynez River Water Conservation District
- Santa Ynez River Water Conservation District, ID #1

### **Non Governmental Organizations:**

- Heal the Ocean

### **Sanitary Districts:**

- Carpinteria Sanitary District
- Goleta Sanitary District
- Goleta West Sanitary District

### **Community Services Districts:**

- Cuyama Community Services District
- Santa Ynez Community Services District
- Vandenberg Village Community Services District

### **Joint Powers Agencies:**

- Cachuma Operations and Maintenance Board (COMB)
- Central Coast Water Authority (CCWA)

## **IRWM Description and Background**

On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. The Proposition 1 IRWM Grant Program, administered by Department of Water Resources (DWR), provides funding for projects that:

- Help water infrastructure systems adapt to climate change,
- Provide regional water self-reliance and water supply reliability, and
- Provide incentives for collaboration to manage water resources and set regional priorities for water infrastructure.

Proposition 1 authorized the statewide appropriation of \$510 million in IRWM funding for Implementation, Planning, and Disadvantaged Community Involvement efforts. The six (6) Regions within the Central Coast Funding Area (CCFA) have been allocated a total of \$43 million over the expected appropriation rounds (FY 2017/2018 & FY 2019/2020). The CCFA consists of the following Regional Water Management Groups and IRWM Regions; Santa Barbara County, San Luis Obispo County, Greater Monterey County, Monterey Peninsula/Carmel Bay/South Monterey Bay Santa Cruz County, and Pajaro River Watershed.

The Santa Barbara IRWM Region expects to receive approximately \$6.3M in Proposition 1 Project Implementation Round funding in FY 18/19 or FY 19/20.

### **Background:**

Beginning in September 2006, the County Water Agency has worked with a County-wide group of approximately 29 cities, special districts, water companies, joint powers authorities, and Non-Governmental Organizations (NGOs) to develop the first Integrated Regional Water Management Plan (completed in May 2007). The plan was updated in 2013 and another plan update is expected this year in response to DWR's 2016 IRWM Guidelines.

The Water Agency acts as the single eligible grant recipient responsible for administration of the IRWM Grants. In accordance with the Memorandum of Understanding (MOU) and sub-grant agreements between the Water Agency and Project Proponents, the Water Agency functions as a pass through agency between the State and Proponents. The Water Agency is responsible for organizing and forwarding the required project reporting information to the State and to review and submit claims to the State from each Project Proponent. Project Proponents are then reimbursed once funding is received from the State.

Pursuant to the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Water Code Section 79560 et seq.), on behalf of the 29 Cooperating Partners within the Santa Barbara Area IRWM Region who assisted in the preparation of the IRWM Plan, the Water Agency has applied for and been granted approximately \$32 million in funding for 24 water related projects within the County. These grants included approximately \$27 million for 15 regional water projects through Proposition 50, a \$550,000 Proposition 84 Planning Grant used for the 2013 update of the IRWM Plan, \$3,000,000 for 7 regional water projects through Proposition 84, Round 1, and \$2,000,000 through the Proposition 84 Drought Round.



**MONTECITO WATER DISTRICT  
MEMORANDUM**

**SECTION: 3-C**

**DATE: APRIL 9, 2018**

**TO: OPERATIONS COMMITTEE**

**FROM: ENGINEERING MANAGER**

**SUBJECT: PROPOSED EMERGENCY RESPONSE CONTRACT AMENDMENTS**

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**RECOMMENDATION:**

- A. Recommend to the Board of Directors ratification of emergency response contract amendments for construction and consulting services in accordance with District Resolution No. 2144.

**DISCUSSION:**

On January 16, 2018 the District Board of Directors passed Resolution No. 2161 concerning the Montecito mudslide event and the District response thereto. Resolution 2161 authorized the General Manager to enter into such contracts as were necessary to respond to declared disaster conditions.

The District entered into multiple contracts for construction and consulting services to respond to the emergency conditions and exigent circumstances. The original scope of each contract, and contract amount, were educated estimates at the time the contracts were executed. Contracts also included a "Not-To-Exceed" amount concerning contractor and consultant compensation. Pursuant to Resolution 2144, the District Board of Directors ratified these construction and consulting contracts on January 30, 2018.

Several contractors have reached and/or exceeded the Not-to-Exceed contract amount and are still performing emergency response work for the District. The District has performed careful administration and oversight of the work performed under each contract. As additional main breaks, administrative needs, or consulting needs were identified by District staff, the contractors and consultants below were requested to perform additional work to support ongoing emergency repair efforts.

In accordance with the terms of the emergency response contracts, District staff and District General Counsel have developed contract amendments for each of these contractors. The names of the contractors and amended contract Not-to-Exceed (NTE) amounts are listed below.

## **Construction**

- Souza Construction (NTE \$300,000) – emergency Jameson Lake highline repairs and access road clearing. *Original Contract Amount: \$250,000.*
- Lash Construction (NTE \$180,000) – emergency highline repairs and main break repairs. *Original Contract Amount: \$150,000.*

## **ATTACHMENTS:**

- A. Construction Contract Amendment Template

**AMENDMENT NO. 1  
TO  
SHORT FORM EMERGENCY RESPONSE CONTRACT BETWEEN CONTRACTOR AND  
MONTECITO WATER DISTRICT**

**Recitals**

A. The Short Form Emergency Response Contract ("Contract") between Montecito Water District ("District") and \_\_\_\_\_ ("Contractor") was entered into on \_\_\_\_\_ January 2018. For the purposes of the Contract, and this Amendment No. 1, District and Contractor are collectively referred to as the "Parties".

B. Work under the Contract, and any amendments thereto, encompassed the performance of exigent and/or emergency construction services to respond to the mudflow event that occurred in the District service area on January 9, 2018, which mudflow event is the subject of State and Federal emergency declarations.

C. Section 3 of the Contract requires any modification to the Contract to be in writing signed by both Parties.

This Amendment No. 1 is made and entered into on this \_\_\_\_\_ by and between District and Contractor.

1) Price and Payment

Section 2 "Price and Payment" of the Contract shall be replaced in its entirety via this Amendment No. 1 as follows:

"The District agrees to pay the Contractor for the strict performance of the work on a time and materials basis not to exceed \$\_\_\_\_\_. If Contractor exceeds the not to exceed amount herein, Contractor does so at its own risk.

The District agrees to pay the Contractor in monthly progress payments for all work completed. Payments will be due and payable within thirty days of invoice. Final payment to the Contractor shall be made within forty-five days after substantial completion of the Contract and submission of the final invoice to the District".

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed the day and year first above written.

MONTECITO WATER DISTRICT

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

Dated: \_\_\_\_\_

[contractor]

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

Dated: \_\_\_\_\_