

Board Agenda

Regular Meeting

Thursday, August 8, 2024

Camrosa Board Room

7385 Santa Rosa Rd. • Camarillo, CA 93012

5:00 P.M.

Call to Order

Public Comments

At this time, the public may address the Board on any item not appearing on the agenda which is subject to the jurisdiction of the Board. Public comment on an item appearing on the agenda may be made prior to the Board's consideration of that item. Persons wishing to address the Board should fill out a white comment card and submit it to the Board President prior to the meeting. All comments are subject to a 5-minute time limit.

Consent Agenda

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of Board or the Staff requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of the Primary Items. Approval by the Board of Consent Items means that the recommendation of the Staff is approved along with the terms and conditions described in the Board Memorandum.

1. **Approve Minutes of the Regular Meeting of July 25, 2024**

2. ****Approve Vendor Payments**

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$406,342.86.

3. ****Annual Disclosure of Director/Employee Reimbursement**

Objective: Receive the Annual Disclosure Report of Director/Employee Reimbursements for Fiscal Year (FY) 2023-24.

Action Required: Accept the Annual Disclosure Report of Director/Employee Reimbursements for FY2023-24.

4. ****Access License Agreement – Southern California Edison Company**

Objective: Approve a license agreement with Southern California Edison Company (SCE) for access to the District's Reservoir 3B and Pump Station No. 2 sites.

Action Required: It is recommended that the Board of Directors authorize the General Manager to execute a 5-year License Agreement with SCE.

Primary Agenda

5. ****Recognizing the Hathaway Law Firm for 60 Years of Dedicated Service**

Objective: Recognize the Hathaway Law Firm for their dedicated service.

Action Required: It is recommended that the Board of Directors Adopt Resolution 24-18 Recognizing the Hathaway Law Firm for 60 Years of Dedicated Service.

6. ****Fiscal Year 2023-24 4th Quarter Budget Status Report (Preliminary)**

Objective: Receive a report from staff regarding the Fiscal Year (FY) 2023-24 4th Quarter budget report and reserves.

Action Required: No action necessary; for information only.

7. ****Benefits Ad-hoc Committee Report**

Objective: Receive a report from the Benefits Ad-hoc Committee on the progress of exploring retirement benefit options and discuss the CalPERS termination valuation (“buy-out”) communication.

Action Required: No action is necessary; for discussion only.

Comments by General Manager; Comments by Directors.

Closed Session Agenda

Discussions of Closed Session Agenda items are closed to the public. The President will announce when the Board is going into closed session.

8. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9(d)(1)):**
NAME OF CASE: OPV Coalition et al v. Camrosa Water District, Santa Barbara County Superior Court Case No. VENCI00555357.
9. **CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION (Gov. Code, §54956.9(b)):** One case
10. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Gov. Code, §54956.9(c)(d)(4)):** One case

Open Session

11. **Announcement of reportable action taken during Closed Session**

Adjournment

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to Donnie Alexander at (805) 482-8514 at least 48 hours before the meeting, if possible.

August 8, 2024

**Board of
Directors
Agenda Packet**

Board Minutes

Regular Meeting

Thursday, July 25, 2024

Camrosa Board Room

5:00 P.M.

Call to Order The meeting was convened at 5:00 P.M.

Present: Eugene F. West, President
Andrew F. Nelson, Vice-President (arrived at 5:13 P.M.)
Jeffrey C. Brown, Director
Timothy H. Hoag, Director
Terry L. Foreman, Director

Staff: Norman Huff, General Manager
Tamara Sexton, Deputy General Manager/Finance (via teleconference)
Joe Willingham, IT & Special Projects Manager
Jozi Zabarsky, Customer Service Manager
Mike Phelps, Water Quality & Environmental Compliance Manager
Art Aseo, Engineering & Capital Projects Manager
Terry Curson, District Engineer
Natalie Roberts, Water Resources Coordinator
Seth Shapiro, Legal Counsel
Keith Lemieux, Legal Counsel

Guest: Curtis Hopkins, Hopkins Groundwater Consultant (via teleconference)
Bryan Arellanes, AllConnected (via teleconference)

Public Comments

None

Consent Agenda

- 1. Approve Minutes of the Regular Meeting of July 11, 2024**
- 2. Approve Vendor Payments**

A summary of accounts payable in the amount of \$1,571,260.47 was provided for Board information and approval.

Motion to approve the Consent Agenda: Brown. **Second:** Hoag.

Motion carried by all Directors present.

Absent: Nelson

Primary Agenda

- 3. Heritage Park – Monitoring Well Completion Report**

The Board received an update on the completion and overall findings of the Heritage Park Monitoring Well.

No action necessary; for information only.

4. District General Counsel

The Board authorized the execution of a Contract Services Agreement for General Counsel Legal Services with Aleshire & Wynder, LLP.

Motion: Nelson. **Second:** Foreman.

Motion carried unanimously.

5. Lead Service Line Inventory: Travis Ag Service Line Material Verification Work

The Board ratified the execution of the contract and purchase order to Travis Ag in the amount not to exceed \$84,200.00 for Travis Ag to provide physical verification of service line material at a random sampling of 680 District connections for Lead Service Line Inventory regulations.

Motion: Brown. **Second:** Foreman.

Motion carried unanimously.

6. AG 3 Non-Potable Water Tank Replacement, NP 24-01

The Board took the following actions:

- 1) Appropriated additional funding in the amount of \$1,175,000.00 for the AG 3 non-potable tank replacement and various other site improvements from the non-potable water capital replacement fund, and;
- 2) Authorized the General Manager to award a contract, and issue a purchase order, to Unified Field Services, Inc. in the amount of \$956,161.00, and;
- 3) Authorized the General Manager to amend the agreement, and issue a change order, with Cannon Corp. for Engineering Support services during construction in the amount of \$29,973.00.

Motion: Nelson. **Second:** Hoag.

Rollcall: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

7. Water Loss Program Update

The Board received a brief on the progression of the water loss program.

No action necessary; for information only.

8. Quarterly IT Report

The Board was provided with an overview of IT operations and cybersecurity posture for the previous quarter (April-June).

No action necessary; for information only.

9. AllConnected Incorporated (ACI) Purchase Order Approval

The Board approved a purchase order in the amount of \$252,500.00 for annual SmartConnect Services and as-needed Auxiliary support services as outlined in the approved 8/24/2023 IT/OT Support Services agreement with ACI.

Motion: Hoag. **Second:** Nelson.

Motion carried unanimously.

10. Customer and Administrative Services Quarterly Report

Staff provided a quarterly presentation to the Board regarding Customer Service and other Administrative Services.

No action necessary; for information only.

11. Water Quality Quarterly Report

Staff provided a quarterly presentation to the Board regarding the current status of the District's compliance efforts and water quality.

No action necessary; for information only.

12. Local Production Update

The Board received a briefing on local water production through the fourth quarter of Fiscal Year 2023-24.

No action necessary; for information only.

13. Capital Improvement Projects Status Update for 4th Quarter of FY 2023-24

Staff provided a quarterly presentation to the Board on the District's CIP status.

No action necessary; for information only.

14. Revise the Performance Evaluation and Incentive Policy

Staff presented the proposed revision to the District's Performance Evaluation and Incentive Policy. A motion was made to adopt the proposed policy revisions.

Motion: Nelson. **Second:** West.

Rollcall: Nelson-Yes; Brown-No; Hoag-No; Foreman-No; West-Yes

Motion failed.

15. Establishing an Inflation-Based Annual Salary Adjustment Policy

The Board adopted Resolution 24-16 Establishing an Inflation-Based Annual Salary Adjustment Policy.

Motion: Nelson. **Second:** West.

Rollcall: Nelson-Yes; Brown-No; Hoag-No; Foreman-Yes; West-Yes

Motion carried.

16. Establish a Promotion and Salary Adjustments Policy

The Board of Directors adopted Resolution 24-17 Establishing a Promotion and Salary Adjustments Policy.

Motion: Foreman. **Second:** Nelson.

Rollcall: Nelson-Yes; Brown-No; Hoag-Yes; Foreman-Yes; West-Yes

Motion carried.

Comments by General Manager

- Provided update on CalPERS evaluation.
- The District's invitation to participate in the DWR indoor water use study through Flume.
- Provided update on potential US Department of Reclamation funding for well development.

Comments by Directors

- None

The General Manager requested the Board add a Closed Session to the agenda because the item came to the attention of the District after the agenda had already been posted and it was determined that there was a need for immediate action that could not reasonably wait for the next regularly scheduled meeting (Gov. Code, §54954.2(b)(2)).

Motion: Nelson. **Second:** West.

Motion carried unanimously.

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9(d)(1)):

NAME OF CASE: OPV Coalition et al v. Camrosa Water District, Santa Barbara County Superior Court Case No. VENCI00555357

The Closed Session convened at 8:23 pm and concluded at 8:33 pm.

The Board reconvened Open Session at 8:33 pm and announced that no reportable action was taken during Closed Session.

Adjournment

There being no further business, the meeting was adjourned at 8:34 P.M.

Norman Huff, Secretary
Board of Directors
Camrosa Water District

Eugene F. West, President
Board of Directors
Camrosa Water District

(ATTEST)

Board Memorandum

August 8, 2024

To: General Manager
From: Sandra Llamas, Sr. Accountant
Subject: Approve Vendor Payments

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$406,342.86.

Discussion: A summary of accounts payable is provided for Board information and approval.

Payroll PR 7-2, 2024	\$ 54,880.17
Accounts Payable 07/18/2024-07/31/2024	\$ <u>351,462.69</u>
Total Disbursements	\$ <u>406,342.86</u>

DISBURSEMENT APPROVAL	
_____ BOARD MEMBER	_____ DATE
_____ BOARD MEMBER	_____ DATE
_____ BOARD MEMBER	_____ DATE

Norman Huff, General Manager

Camrosa Water District

Accounts Payable Period:

07/18/2024-07/31/2024

Expense	Account Description	Amount
10302	Escrow Account-Cushman	
11100	AR Other	
11700	Meter Inventory	
11900	Prepaid Insurance	
11905	Prepaid Maintenance Ag	
13000	Land	
13400	Construction in Progress	161,956.25
20053	Current LTD Bond 2016	
21800	Unclaimed Monies	528.00
20400	Contractor's Retention	-6,325.00
20250	Non-Potable Water Purchases	
23001	Refunds Payable	524.63
50110	Payroll FLSA Overtime-Retro	
50010	Water Purchases & SMP	
50020	Pumping Power	
50100	Federal Tax 941 1 st QTR	
50012	CamSan Reclaimed Water	8,148.54
50135	PERS Required UAL	
50200	Utilities	
50210	Communications	3,321.40
50220	Outside Contracts	126,901.44
50230	Professional Services	7,006.25
50240	Pipeline Repairs	3,417.79
50250	Small Tool & Equipment	
50260	Materials & Supplies	30,977.11
50270	Repair Parts & Equip Maint	15,006.28
50280	Legal Services	
50290	Dues & Subscriptions	
50300	Conference & Travel	
50310	Safety & Training	
50330	Board Expenses	
50340	Bad Debt	
50350	Fees & Charges	
50360	Insurance Expense	
50500	Misc Expense	
50600	Fixed Assets	
50700	Interest Expense	
TOTAL		\$351,462.69

Expense Approval Report

By Vendor Name

Camrosa Water District, CA

Payable Dates 7/18/2024 - 7/31/2024 Post Dates 7/18/2024 - 7/31/2024

Payment Number	Post Date	Vendor Name	Payable Number	Description (Item)	Account Name	Purchase Orde	Amount
Vendor: *CAM* - DEPOSIT ONLY-CAMROSA WTR							
3449	07/25/2024	DEPOSIT ONLY-CAMROSA WTR	7-25-24-AP	Transfer to Disbursements Account-AP	Transfer to disbursement:		515,000.00
3450	07/25/2024	DEPOSIT ONLY-CAMROSA WTR	7-25-24-Pr	Transfer to Disbursements Account-PR	Transfer to disbursement:		194,000.00
Vendor *CAM* - DEPOSIT ONLY-CAMROSA WTR Total:							709,000.00
Vendor: ALL11 - ALL PEST AND REPAIR, INC.							
61027	07/31/2024	ALL PEST AND REPAIR, INC.	0027810	Pest Control-VRA1-1900	Outsd contracts		800.00
61027	07/31/2024	ALL PEST AND REPAIR, INC.	0027837	Pest Control-VRA1-7385	Outsd contracts		650.00
Vendor ALL11 - ALL PEST AND REPAIR, INC. Total:							1,450.00
Vendor: ALL14 - ALLCONNECTED INC							
61028	07/29/2024	ALLCONNECTED INC	108602	Managed IT Services with All Connected Inc.	Outsd contracts	FY25-0014	13,914.25
61028	07/31/2024	ALLCONNECTED INC	43946	Smart Connect and Aux IT Support	Outsd contracts	FY24-0003-R1	12,440.25
Vendor ALL14 - ALLCONNECTED INC Total:							26,354.50
61029	07/31/2024	BLACK MAGIC METAL ART INC.	1757	Repair Parts & Equipment - Terra Rejada Louver	Repair parts & equipment		240.00
61030	07/30/2024	BOSCO CONTRACTORS, INC.	00000008-B	Re-issue Refund FH13-Temporary Fire Hydrant Meter	Unclaimed Moneys		389.17
61031	07/31/2024	BRENTAG PACIFIC, INC.	BPI445295	Materials & Supplies - Chemicals CWRF	Materials & supplies		3,969.76
61032	07/31/2024	BRIGHTLY SOFTWARE, INC.	INV00-248267	Mobil-311 Workflow Mgmt System Annual Support	Outsd contracts	FY25-0016	14,730.67
61033	07/29/2024	BSK ASSOCIATES	AH17362	PFAS Testing for GAC Plant	Outsd contracts		1,110.00
1432	07/29/2024	CALIFORNIA DEPARTMENT OF TAX ADMINISTRATION	2ndQtr2024	Use Tax 2nd Qtr 2024	Materials & supplies		31.00
61034	07/31/2024	CENTRAL COAST TANK TESTING,INC.	1132	Fuel Tank Inspection-July 2024	Outsd contracts		981.75
61035	07/31/2024	CITY OF CAMARILLO	31729	Recycled Water from CamSan	CamSan Water		8,148.54
61036	07/30/2024	ESQUIRE PROPERTY MANAGEMENT	00006407	Deposit Refund Act 6407 - 6282 Paseo Encantada	Refunds payable		8.13
Vendor: FAM01 - FAMCON PIPE & SUPPLY, INC							
61037	07/31/2024	FAMCON PIPE & SUPPLY, INC	S100124696-001	Materials & Supplies - Brass Fittings	Materials & supplies		3,598.05
61037	07/31/2024	FAMCON PIPE & SUPPLY, INC	S100133515-002	Leak Repair - 459 Mariposa	Pipeline repairs	FY25-0028	998.50
61037	07/31/2024	FAMCON PIPE & SUPPLY, INC	S100133528-001	Leak Repair - 459 Mariposa	Pipeline repairs	FY25-0028	1,082.15
Vendor FAM01 - FAMCON PIPE & SUPPLY, INC Total:							5,678.70
61038	07/30/2024	FRANK PATOTA	00002281-B	Re-Issue Deposit Refund - 368 Otono Ct	Refunds payable		138.83
Vendor: FRU01 - FRUIT GROWERS LAB. INC.							
61039	07/29/2024	FRUIT GROWERS LAB. INC.	410477A	Lab Water Analysis	Outsd contracts		242.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	410741A	TCP Testing for GAC	Outsd contracts		533.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	410751A	RMWTP Analysis	Outside Contracts		41.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	410752A	RMWTP Analysis	Outside Contracts		41.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	410838A	CWRF Analysis	Outsd contracts		314.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	411031A	GAC Analysis	Outsd contracts		39.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	411032A	Round Mountain Outside Lab Work	Outside Contracts		41.00
61039	07/30/2024	FRUIT GROWERS LAB. INC.	411443A	Round Mountain Outside Lab Work	Outside Contracts		59.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	411444A	GAC Analysis	Outsd contracts		39.00
61039	07/31/2024	FRUIT GROWERS LAB. INC.	411839A	Outside Lab Work	Outsd contracts		60.00
61039	07/29/2024	FRUIT GROWERS LAB. INC.	411840A	Conejo GAC- Outside Lab Work	Outsd contracts		39.00
Vendor FRU01 - FRUIT GROWERS LAB. INC. Total:							1,448.00
61040	07/31/2024	HACH COMPANY	14123190	Materials & Supplies - Reagents	Materials & supplies		2,875.72

Vendor: HOP02 - HOPKINS GROUNDWATER CONSULTING

61041	07/29/2024	HOPKINS GROUNDWATER CONSULTING	12004	Out of Scope Work	Construction in progress	FY23-0266-R2	8,020.50
61041	07/29/2024	HOPKINS GROUNDWATER CONSULTING	12004	Consulting Services for Monitoring Well PV Basin	Construction in progress	FY23-0266-R2	16,369.50
61041	07/29/2024	HOPKINS GROUNDWATER CONSULTING	12006	Hydrogeological Services for Woodcreek Well Rehab	Construction in progress	FY24-0100-R1	11,066.25

Vendor HOP02 - HOPKINS GROUNDWATER CONSULTING Total: 35,456.25

61042	07/29/2024	IDEXX LABORATORIES, INC	3156607168	Lab Supplies	Materials & supplies		956.19
61043	07/30/2024	INFOSEND, INC.	266289	Mailing & Printing July 2024 Statements	Outsd contracts		5,179.51
61044	07/30/2024	JAMES GUNCKEL	00008795	Deposit Refund Act 8795 - 13524 Pacific Breeze	Refunds payable		242.15
61045	07/30/2024	Janitek Cleaning Solutions-Allstate Cleaning, Inc.	53664A	Cleaning Service-August 2024	Outsd contracts		1,897.10
61046	07/30/2024	KATHLEEN MAURER	00002180	Deposit Refund Act 2180 - 5443 Camino Compadre	Refunds payable		52.81
61047	07/30/2024	LAUREN HIETE	00000308	Deposit Refund Act 308 - 412 Fallen Leaf	Refunds payable		184.51

Vendor: LIN01 - LINDE GAS & EQUIPMENT INC

61048	07/31/2024	LINDE GAS & EQUIPMENT INC	44134670	Acetylene Gas Cylinders	Materials & supplies		90.25
61048	07/31/2024	LINDE GAS & EQUIPMENT INC	44277697	Unit 6 Generator Protective Cover	Materials & supplies		382.38

Vendor LIN01 - LINDE GAS & EQUIPMENT INC Total: 472.63

61049	07/30/2024	LUCIA ARCEO	00003721	Calle BonitaDeposit Refund Act -	Refunds payable		2.90
61050	07/30/2024	MAUREEN POWERS	00000744	Closed Acct Overpayment Refund-6139 Irena Ave	Refunds payable		34.13

Vendor: NOR07 - NORTHSTAR CHEMICAL

61051	07/31/2024	NORTHSTAR CHEMICAL	286967	Chemicals (Chlorine) - Conejo Gac	Materials & supplies		5,361.64
61051	07/31/2024	NORTHSTAR CHEMICAL	286968	Chemicals (Chlorine) - Tierra Rejada	Materials & supplies		1,256.06

Vendor NOR07 - NORTHSTAR CHEMICAL Total: 6,617.70

Vendor: OLI01 - OLIN CORP-CHLOR ALKALI

61052	07/31/2024	OLIN CORP-CHLOR ALKALI	900441280	Chemicals (Hypochlorite) for CWRF and RMWTP	Materials & Supplies-RMV		1,199.50
61052	07/31/2024	OLIN CORP-CHLOR ALKALI	900441280	Chemicals (Hypochlorite) for CWRF and RMWTP	Materials & supplies		9,855.12

Vendor OLI01 - OLIN CORP-CHLOR ALKALI Total: 11,054.62

Vendor: QUA06 - QUALITY AG, INC

61053	07/31/2024	QUALITY AG, INC	120712	Site Clean Up Ponds	Outsd contracts	FY24-0298	16,178.85
61053	07/31/2024	QUALITY AG, INC	120778	Weed Abatement Ponds	Outsd contracts	FY24-0297	2,328.75

Vendor QUA06 - QUALITY AG, INC Total: 18,507.60

61054	07/31/2024	ROYAL INDUSTRIAL SOLUTIONS	9009-1048228	Repair Parts & Equipmnt-RMWTP Skid Thermostats	Repair Parts & Equipment		619.08
61055	07/30/2024	SAGEVIEW ADVISORY GROUP, LLC	2024-18316	Evaluation of alternative defined benefit plans	Prof services	FY24-0190-R1	6,000.00

Vendor: SCF01 - SC Fuels

61056	07/31/2024	SC Fuels	2682785IN	Material & Supplies - FUEL	Materials & supplies		1,898.05
61056	07/31/2024	SC Fuels	2687745IN	Material & Supplies - FUEL	Materials & supplies		1,158.07

Vendor SCF01 - SC Fuels Total: 3,056.12

Vendor: SOU01 - SOUTH VALLEY COMPANIES INC

61057	07/31/2024	SOUTH VALLEY COMPANIES INC	Pymt3-PW23-02	Heritage Park Monitoring Well Drilling	Construction in progress	FY24-0195-R1	17,001.00
61057	07/31/2024	SOUTH VALLEY COMPANIES INC	Pymt3-PW23-02	Additional Pilot Hole Drilling	Construction in progress	FY24-0195-R1	24,200.00
61057	07/31/2024	SOUTH VALLEY COMPANIES INC	Pymt3-PW23-02	Increased well depth	Construction in progress	FY24-0195-R1	77,800.00
61057	07/31/2024	SOUTH VALLEY COMPANIES INC	Pymt3-PW23-02	Additional T&M for well development	Construction in progress	FY24-0195-R1	7,499.00
61057	07/31/2024	SOUTH VALLEY COMPANIES INC	Retention-Pymt 3	Retention from Pymt 3-Project PW23-02	Contractor's retention		(6,325.00)

Vendor SOU01 - SOUTH VALLEY COMPANIES INC Total: 120,175.00

61058	07/30/2024	THOMAS SCIENTIFIC	3356946	Materials and Supplies for Laboratory	Materials & supplies		502.20
61059	07/31/2024	TRAVIS AGRICULTURAL, INC	24511-P	LSLI Sampling & Verification	Outsd contracts	FY25-0021	54,730.00

Vendor: UNI08 - UNIFIRST CORPORATION

61060	07/31/2024	UNIFIRST CORPORATION	2210116987	Office Cleaning Supplies - Towel-Mat Service	Outsd contracts	87.46
61060	07/31/2024	UNIFIRST CORPORATION	2210116990	Uniform Cleaning Service	Outsd contracts	178.39
61060	07/31/2024	UNIFIRST CORPORATION	2210118551	Office Cleaning Supplies - Towel-Mat Service	Outsd contracts	87.46
61060	07/31/2024	UNIFIRST CORPORATION	2210118552	Uniform Cleaning Service	Outsd contracts	159.00
Vendor UNI08 - UNIFIRST CORPORATION Total:						512.31

Vendor: USA01 - USA BLUE BOOK

61061	07/29/2024	USA BLUE BOOK	INV00425065	Lab Supplies	Materials & supplies	238.38
61061	07/29/2024	USA BLUE BOOK	INV00431362	Lab Supplies	Materials & supplies	286.45
61061	07/31/2024	USA BLUE BOOK	INV00437659	Repair Parts & Equipmen -SRPH Pit Level Transducer	Repair parts & equipment	902.74
Vendor USA01 - USA BLUE BOOK Total:						1,427.57
61062	07/31/2024	VERIZON WIRELESS	9969672278	Cell Phones	Communications	3,321.40
61063	07/31/2024	W W GRAINGER, INC.	9181974032	Lever Transducer-SRPH	Repair parts & equipment	690.22
61064	07/31/2024	WALTON MOTORS & CONTROLS, INC	83641	Woodcreek Well Motor Repair	Repair parts & equipment FY25-0022	11,209.67
61065	07/29/2024	WOODARD & CURRAN, INC.	236727	Modifications to Task 3	Prof services FY23-0150-R2	1,006.25

TOTAL VENDOR PAYMENTS

\$ 351,462.69

Vendor: PER05 - CAL PERS 457 PLAN

DFT0005455	07/25/2024	CAL PERS 457 PLAN	INV0015071	Deferred Compensation	Deferred comp - ee paid	1,096.15
DFT0005456	07/25/2024	CAL PERS 457 PLAN	INV0015072	Deferred Compensation	Deferred comp - ee paid	2,437.00
Vendor PER05 - CAL PERS 457 PLAN Total:						3,533.15
DFT0005452	07/25/2024	COLONIAL SUPPLEMENTAL INS	INV0015068	Colonial Benefits	Colonial benefits	106.70

Vendor: EDD01 - EMPLOYMENT DEVELOP. DEPT.

DFT0005451	07/25/2024	EMPLOYMENT DEVELOP. DEPT.	INV0015066	Payroll-SIT	P/R-sit	23.52
DFT0005472	07/25/2024	EMPLOYMENT DEVELOP. DEPT.	INV0015097	Payroll-SIT	P/R-sit	5,615.54
Vendor EDD01 - EMPLOYMENT DEVELOP. DEPT. Total:						5,639.06
DFT0005457	07/25/2024	Empower Annuity Ins Co of America	INV0015073	Deferred Comp 457	Deferred comp - ee paid	150.00

Vendor: HEA02 - HealthEquity

DFT0005460	07/25/2024	HealthEquity	INV0015078	HSA-Employee Contribution	HSA Contributions Payabl	148.08
DFT0005461	07/25/2024	HealthEquity	INV0015079	HSA Contributions	HSA Contributions Payabl	50.00
Vendor HEA02 - HealthEquity Total:						198.08

1431	07/25/2024	LINCOLN FINANCIAL GROUP	INV0015074	Deferred Compensation	Deferred comp - ee paid	2,849.07
1430	07/25/2024	LINCOLN FINANCIAL GROUP	INV0015092	Profit Share Contribution	Profit share contributions	3,117.41
DFT0005458	07/25/2024	PUBLIC EMPLOYEES	INV0015076	PERS State Retirement	P/R-state ret.	21,101.30
DFT0005462	07/25/2024	SYMETRA LIFE INS CO.	INV0015080	Life Insurance	Life ins.	293.75

Vendor: UNI10 - UNITED STATES TREASURY

DFT0005448	07/25/2024	UNITED STATES TREASURY	INV0015063	FIT	P/R-fit	13,528.01
DFT0005449	07/25/2024	UNITED STATES TREASURY	INV0015064	Payroll-Social Security Tax	P/R - ee social security	595.20
DFT0005450	07/25/2024	UNITED STATES TREASURY	INV0015065	Payroll- Medicare Tax	P/R - ee medicare	3,748.44
Vendor UNI10 - UNITED STATES TREASURY Total:						17,871.65
61026	07/25/2024	UNITED WAY OF VENTURA CO.	INV0015067	Charity-United Way	P/R-charity	20.00

TOTAL PAYROLL VENDOR PAYMENTS

\$ 54,880.17

Board Memorandum

August 8, 2024

To: General Manager

From: Sandra Llamas, Senior Accountant

Subject: Annual Disclosure of Director/Employee Reimbursement

Objective: Receive the Annual Disclosure Report of Director/Employee Reimbursements for Fiscal Year (FY) 2023-24.

Action Required: Accept the Annual Disclosure Report of Director/Employee Reimbursements for FY2023-24.

Discussion: California Government Code §53065.5 states: "Each special district, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that district and shall be made available for public inspection."

In accordance with the code, Camrosa's FY2023-24 Director/Employee Reimbursement Report is attached for the Board's and public's inspection.

**CAMROSA WATER DISTRICT
DIRECTOR/EMPLOYEE REIMBURSEMENTS (\$100 plus)
7/1/2023-6/30/2024**

DATE PAID	CHECK #	EMPLOYEE	LODGING	TRAVEL/ MILEAGE	EDUCATION/ TRAINING	MISC.	DESCRIPTION
8/22/2023		Andrew Nelson	1,207.98			-	2023 CASA Conference - San Diego, CA
12/21/2023	60208	Eugene West	965.12	230.56	-	-	2023 ACWA Conference-Indian Wells, CA
1/3/2024		Andrew Nelson	723.84	235.80	-	-	2023 ACWA Conference-Indian Wells, CA
1/3/2024		Terry Foreman	723.84	235.80	-	-	2023 ACWA Conference-Indian Wells, CA
2/15/2024		Andrew Nelson	775.29	209.04	-	-	CASA Winter Conference-Palm Springs, CA
2/28/2024		Jude Kiesewetter	-	-	287.00	-	Tuition Reimbursement VCCCD Fall 2023
4/1/2024		Stella Pimentel	404.27	-	-	-	2024 AUS California Users Group
6/12/2024		Tamara Sexton				130.40	Reimbursement for two ink cartridges
6/30/2024		Michael Phelps				267.05	Reimbursement for Small Refrigerator for Water Lab
TOTALS			4,800.34	911.20	287.00	397.45	

Board Memorandum

August 8, 2024

To: General Manager

From: Terry Curson, District Engineer

Subject: Access License Agreement – Southern California Edison Company

Objective: Approve a license agreement with Southern California Edison Company (SCE) for access to the District's Reservoir 3B and Pump Station No. 2 sites.

Action Required: It is recommended that the Board of Directors authorize the General Manager to execute a 5-year License Agreement with SCE.

Discussion: Reservoir 3B and Pump Station No. 2 are located near the north end of Moorpark Road in the City of Thousand Oaks. Access to these sites exist from a private road that traverses through Natures Best Nursery at the foot of the Norwegian Grade. The nursery site and road are owned by SCE. The existing license agreement is scheduled to expire on January 31, 2025.

As a requirement for access, every 5 years, SCE requires the District to renew the license agreement, provide updated insurance, and pay a fee. The terms of this agreement begin on the first day of February 2025 and end on the last day of January 2030 and require a fee of \$2,417.13.

CAMROSA WATER DISTRICT
 L I C E N S E A G R E E M E N T
 I N D E X O F A R T I C L E S

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Initial (____)/ (____)
 Licensor/Licensee

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APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CAMROSA WATER DISTRICT, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 592-0-110-605, situated in the City of Camarillo, County of Ventura , State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/_____
Licensor/Licensee

1. Use: Licensee will use the Property for access road purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee’s use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of February, 2025 and ending on the last day of January, 2030. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Two Thousand Four Hundred Seventeen and 13/100 Dollars (\$2,417.13) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers’ Compensation with statutory limits, under the laws of the State of California and Employer’s Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee’s negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Initial (____)/ (____)
Licensor/Licensee

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination

Initial (____)/_____
Licensor/Licensee

or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor’s personal property arising out of Licensee’s activities on the Property, including its use and/or removal of Licensee’s personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee’s personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee’s personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party’s personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove or relocate at Licensee’s expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor’s facilities on the Property and at no time will there be any interference with the free movement of Licensor’s equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor’s towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

Initial (____)/ (____)
Licensor/Licensee

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Material and Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to the use, management, storage, or disposal of waste, including, but not limited to hazardous, toxic or infectious materials. Unless permitted by Licensor in writing, Licensee will not, or allow others to, place, use, or store any hazardous, toxic or infectious materials and/or waste on the Property. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee’s use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to

Initial (____)/ (____)
Licensor/Licensee

Licensors. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensors.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensors.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensors and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensors's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensors pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensors's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensors may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensors to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable

Initial (____)/_____
Licensors/Licensee

ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee's use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor's or Licensee's use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

Initial (____)/_____
Licensor/Licensee

- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency applicable to Licensee’s activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee’s Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee’s sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee’s use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee’s personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them

Initial (____)/ (____)
Licensor/Licensee

with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee’s personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee’s personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee’s use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor’s initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR’S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR’S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE’S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE’S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRSSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor’s acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor’s termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor’s own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor’s service to its patrons or consumers, it shall appear necessary or desirable to do so.

Initial (____)/ (____)
Licensor/Licensee

Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor’s rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields (“EMF”): There are numerous sources of power frequency electric and magnetic field (“EMF”), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the “Structures”) in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as “Induced Voltages”) unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor’s own personal

Initial (____)/ (____)
Licensor/Licensee

property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Northern Region
2 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012
Email: terryc@camrosa.com

Business Telephone No. (805) 482-8063

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Initial (____)/_____
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

AMY BIAMONTE
Real Estate Senior Specialist
Land Management – Northern Region
Vegetation & Land Management

Date

LICENSEE:

CAMROSA WATER DISTRICT

By _____

NORMAN HUFF, General Manager

Date

Initial (____)/_____
Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as “Licensor” for consideration and approval *prior to the start of any construction on “Licensor” property.*

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent “Licensor” towers, poles, guy wires or other “Licensor” facilities.

The plan must show the locations of all “Licensor” towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a “north arrow” and the Licensee’s name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (____)/(____)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor’s overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames, and poles

Initial (____)/(____)
Licensor/Licensee

- c. 100-foot radius around dead-end tower legs, H-Frames, and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the “drip line.”
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor
- 7. No crushed or freshly laid asphalt will be permitted

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames, and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25-foot radius around anchors/guy wires, poles, and wood poles

Initial (____)/(____)
Licensor/Licensee

- e. Under or within 10 feet of the conductor “drip lines”
- 3. Sewer or gas lines to trailers must be approved in writing by Licensor
- 4. Location of all electrical and telephone lines must be approved in writing by Licensor
- 5. Electrical lines must be installed by a licensed -general contractor.
- 6. Trailers shall not be used for residential purposes
- 7. Toxic or flammable materials will not be permitted in trailers
- 8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

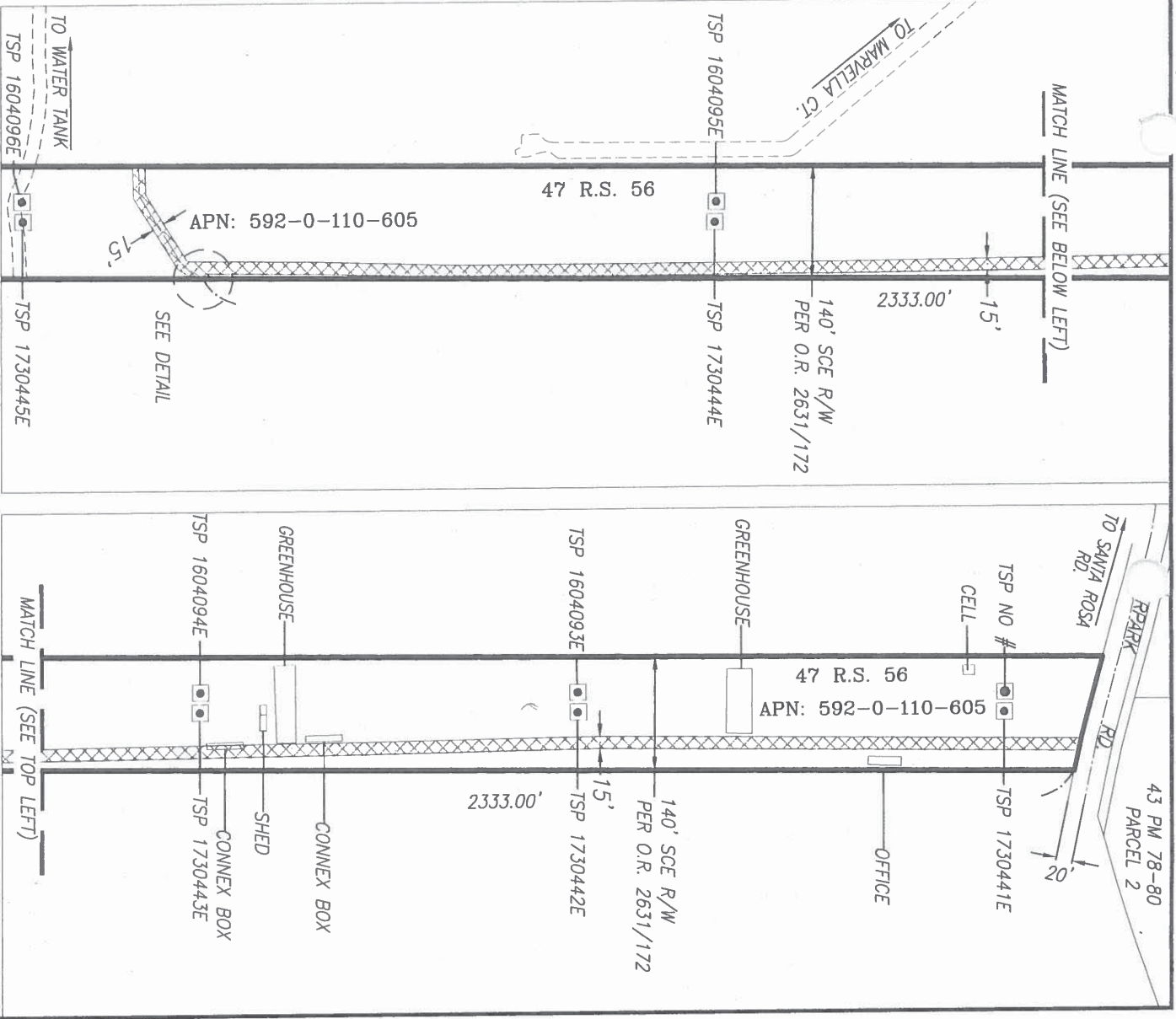
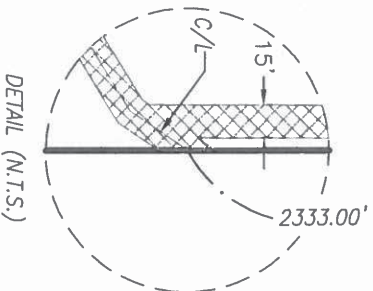
MATERIAL STORAGE

- 1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
- 2. Licensee must provide Licensor with a list of material stored on the right of way
- 3. No toxic or flammable materials will be permitted
- 4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot-wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames, and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
- 5. Storage of materials not to exceed a maximum height of 15 feet
- 6. No storage of gasoline, diesel or any other type of fuel will be permitted
- 7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial (____)/(____)
Licensor/Licensee

NOTE: THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES:

- d) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
- b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.



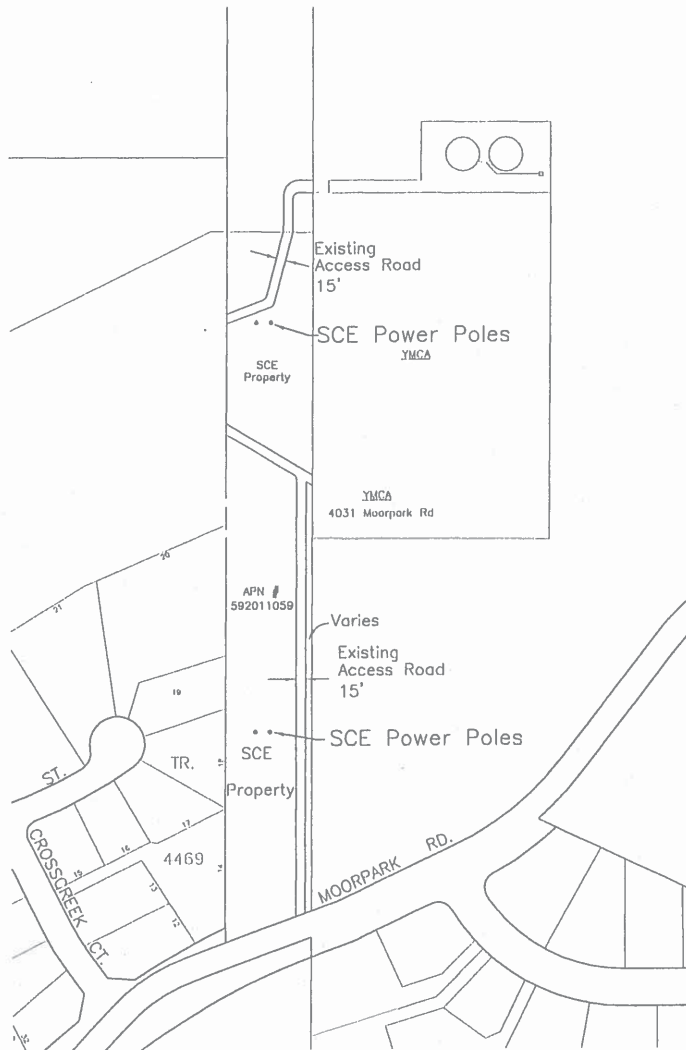
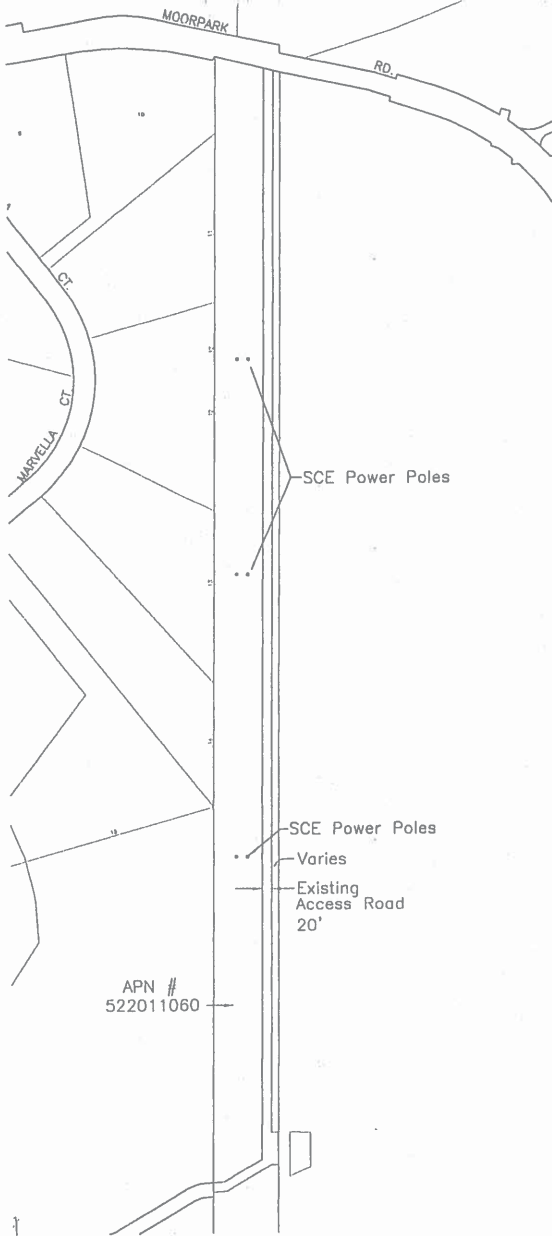
LEGEND

- LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY
- AREA BEING LICENSED TO CAMROSA COUNTY WATER DISTRICT FOR ACCESS ROAD PURPOSES ONLY
- LWS APPROXIMATE STEEL POLE LOCATION
- ACCESS ROAD

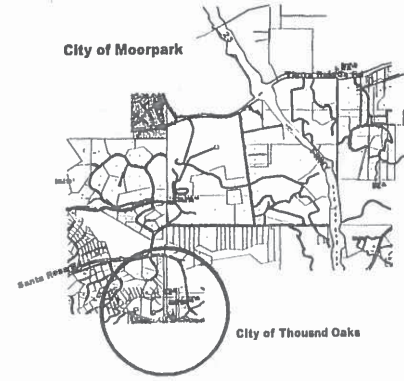


EXHIBIT "A"

FACILITY NAME: MOORPARK-THOUSAND OAKS 66 KV T/L R/W		LICENSED AREA (GROSS)		SO.FT.: 37,441	AC.: 0.86
LICENSEE: CAMROSA COUNTY WATER DISTRICT		CONTRACT NO.: 9.2156		ACCOUNT NO.: N/A	
CITY: THOUSAND OAKS		COUNTY: VENTURA		STATE: CA	
APN(S): 592-0-110-605		SCE DOCUMENT NO.: 217898/001		T.G.: 496/G7	
SCE FIM MAP: 35-42B, 35-42D, 34-42B		SCE LAND BOOK: N/A		REF: SCE FB 10881/01-05, 10872/97-100	
R.P. LAND AGENT: A.BIAMONTE		LANDBASE MAPPING: R.FARZANEH		CHECKED BY: E.HERNANDEZ	
ORDER NO.: 801474625		NOT. NO.: 203319203		DATE: 03/16/2016	
FILE NAME: 9.2156.DWG		An EDISON INTERNATIONAL Company			



City of Moorpark



Location Map



SUBMITTED BY				DESCRIPTION			
				Licence Agreement SCE Prperty Access Roads			
REVISIONS							
NO.	DESCRIPTION	APP'D	DATE	APPROVED: GENERAL MANAGER			
DATE:							
DESIGN BY:	DRAWN BY:	CHECKED BY:	SHEET OF				

Association of California Water Agencies Joint Powers Insurance Authority

P.O. Box 619082, Roseville, CA 95661-9082

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012-9284

COVERAGE INFORMATION

This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Form #	Effective Date	Expiration Date	Limits	
General Liability Commercial General Liability Contractual Liability Products/Completed Operations Occurrence	MOLC-100123	10/01/2023	10/01/2024	Per Occurrence	\$1,000,000
				Aggregate	\$1,000,000
Auto Liability Owned Autos Hired Autos Non-Owned Autos	MOLC-100123	10/01/2023	10/01/2024	Per Occurrence	\$1,000,000
Property Buildings, Fixed Equipment Personal Property Auto Physical Damage Mobile Equipment Crime					
Workers' Compensation Part 1 - Workers' Compensation Part 2 - Employer's Liability	MOWC&EL-070124	07/01/2024	07/01/2025	Part 1 Part 2 Each Accident Disease - each employee Disease - coverage limit	Statutory Limits \$2,000,000 \$2,000,000 \$2,000,000
Other					

DESCRIPTION

Regarding: License Agreement Contract No. 9.2156 (Formerly Contract no. L2417)

Additional Covered Party(ies), as required by written contract or permit: Southern California Edison Company, its officers, agents, and employees, per attached Addendum.

Request ID: 0000012936

CERTIFICATE HOLDER

Southern California Edison Company
Real Properties Dept - Land Mgmt - Northern Region
2131 Walnut Grove Avenue
Rosemead, CA 91770

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE TERMS OF THE MEMORANDUMS OF COVERAGE.

AUTHORIZED REPRESENTATIVE DATE

Miguel - How

6/2/2024

ADDENDUM
to the
Memorandum of Liability Coverage

for the
Association of California Water Agencies
Joint Powers Insurance Authority

FORM NUMBER: MOLC-100123
MEMBER: Camrosa Water District
COVERAGE PERIOD: 10/01/2023 - 10/01/2024
ADDENDUM DATE: 10/01/2023
REQUEST ID: 0000012936

Change in the following Sections

Section IV. WHO IS COVERED is amended to include the following entity(ies) as an Additional Covered Party(ies):

Southern California Edison Company, its officers, agents, and employees, as required by written contract or permit. Additional Covered Party(ies) is(are) covered only if the liability is caused in whole or in part by the acts or omissions of the **Member Agency** and excludes coverage for the sole negligence of the Additional Covered Party(ies), and subject to a \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit of liability.

The following is added to Section VI. CONDITIONS (H) SUBROGATION:

The Authority will not enforce its right against the Additional Covered Party(ies) named above. This agreement applies only to the extent that it is required by written contract between the Member Agency and the Additional Covered Party(ies).

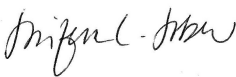
The following is added to Section VII. CONDITIONS (C) SEVERABILITY OF INTEREST:

Except for the limits of coverage provided by this Memorandum of Liability which shall not increase, the coverage applies to each Additional Covered Party as if that Additional Covered Party was the only Additional Covered Party and that the Memorandum of Liability applies separately and not collectively to each Additional Covered Party against whom a claim is made or suit is brought; as required by written contract or agreement.

The following is added to SECTION VII. CONDITIONS (I). WITHDRAWAL/CANCELLATION:

If the **Authority** elects to cancel this coverage before the stated expiration date, the **Authority** will provide the Additional Covered Party(ies) at least (30) days prior written notice, as required by a written contract or agreement.

Regarding: License Agreement Contract No. 9.2156 (Formerly Contract no. L2417)


Signed By: _____ Date: 6/2/2024
(Authorized Representative)

Board Memorandum

August 8, 2024

To: Board of Directors

From: Norman Huff, General Manager

Subject: Recognizing the Hathaway Law Firm for 60 Years of Dedicated Service

Objective: Recognize the Hathaway Law Firm for their dedicated service.

Action Required: It is recommended that the Board of Directors Adopt Resolution 24-18 Recognizing the Hathaway Law Firm for 60 Years of Dedicated Service.

Discussion: In 1962, as one of their first orders of business, the original Board of the Camarillo County Water District appointed William Boyes as the District's Counsel. His subsequent association with the law firm of Hathaway, Soares, Shaw & Clabough led to their appointment as Legal Counsel in 1964. In 1966, with the addition of Michael F. Perret to the firm, the firm of Hathaway, Soares, Clabough & Perrett was appointed as Legal Counsel for the then-named Camrosa County Water District.

Over the six decades of service to Camrosa, The Hathaway Law Firm has been instrumental in ensuring legal and regulatory compliance, protecting the District's interests, and supporting its mission to provide reliable water and wastewater services to the community while assisting in key projects and initiatives that include improvement district formation, LAFCO and other annexations, eminent domain acquisitions of easements, water rights, and rights of way, acquisition of the Camarillo State Hospital treatment plant and providing a water service agreement to the Hospital and later on the California State University – Channel Islands, integration of the Santa Rosa Mutual Water Company, coordination with the City of Thousand Oaks, Pleasant Valley County Water District, Calleguas, and the Fox Canyon GMA to develop the Conejo Creek Diversion Project, as well as facilitating bond issuances for water and wastewater facilities and improvements

In December 2023 the District was notified that its legal counsel's firm, The Hathaway Law Firm, LLP was merging with Lowthorp, Richards, McMillan, Miller & Templeton to become Lowthorp Richards, LLP, effective January 1, 2024. The District also learned that the retirement of its current General Counsel, Greg Jones, would be imminent.

While the firm's name has changed over the years to reflect its changing partners, the dedication and commitment to the District have remained strong and steadfast and it is the Board's desire to memorialize this through a Resolution of the Board.

Attachments:

- Resolution 24-18 Recognizing the Hathaway Law Firm for 60 Years of Dedicated Service

Resolution No: 24-18

A Resolution of the Board of Directors
of Camrosa Water District

Recognizing the Hathaway Law Firm for 60 Years of Dedicated Service

Whereas, the Hathaway Law Firm has provided exceptional legal services to the Camrosa Water District for the past 60 years; and

Whereas, the firm has provided outstanding General Counsel from their initial appointment by the Board of the Camarillo County Water District in 1964 to Michael F. Perret in 1966 all the way to Greg Jones in 2014 until his retirement in 2023. Throughout these years they demonstrated an unwavering commitment to the District, offering expert counsel and guidance on a wide range of legal matters; and

Whereas, the partnership between the Hathaway Law Firm and the Camrosa Water District has been instrumental in ensuring legal and regulatory compliance, protecting the District's interests, and supporting its mission to provide reliable water and wastewater services to the community while assisting in key projects and initiatives that include improvement district formation, LAFCO and other annexations, eminent domain acquisitions of easements, water rights, and rights of way, acquisition of the Camarillo State Hospital treatment plant and providing a water service agreement to the Hospital and later on the California State University – Channel Islands, integration of the Santa Rosa Mutual Water Company, coordination with the City of Thousand Oaks, Pleasant Valley County Water District, Calleguas, and the Fox Canyon GMA to develop the Conejo Creek Diversion Project, as well as facilitating bond issuances for water and wastewater facilities and improvements; and

Whereas, the professional integrity, diligence, and expertise exhibited by the Hathaway Law Firm have greatly contributed to the stability and growth of the District; and

Whereas, the Board of Directors wishes to formally acknowledge and express its gratitude for the significant contributions made by the Hathaway Law Firm over the past six decades;

Now, Therefore, Be It Resolved by the Camrosa Water District Board of Directors:

- **Recognition and Appreciation:** The Board hereby recognizes and expresses its profound appreciation to the Hathaway Law Firm for 60 years of dedicated and outstanding legal service to the Camrosa Water District.
- **Acknowledgment of Service:** The Board acknowledges the invaluable role played by the Hathaway Law Firm in supporting the District's mission and vision through their expert legal advice and representation.
- **Best Wishes for Continued Success:** The Board extends its best wishes to the Hathaway Law Firm for continued success.

Adopted, Signed, and Approved this 8th day of August 2024.

Eugene F. West, President
Board of Directors
Camrosa Water District

(ATTEST)
Norman Huff, Secretary
Board of Directors
Camrosa Water District

Board Memorandum

August 8, 2024

To: General Manager

From: Tamara Sexton, Deputy General Manager/Finance

Subject: Fiscal Year 2023-24 4th Quarter Budget Status Report (Preliminary)

Objective: Receive a report from staff regarding the Fiscal Year (FY) 2023-24 4th Quarter budget report and reserves.

Action Required: No action necessary; for information only.

Discussion: Staff has prepared a “budget to actual” financial status report of the 4th quarter operating results, comparing the FY2023-24 budgeted amounts to fourth quarter results, including reserves, for the Board’s information and review.

Water Program:

- The Potable Water Program’s water deliveries through the month of June were 5,655 acre-feet (AF), where budgeted deliveries were 6,893 AF. Total Operating Revenues are 85% of budget. Total Expenses are 80% of budget. Net Operating Result is \$130,250; \$2,489,085 will be contributed to the Potable Water Capital Replacement Fund. The Potable water program has received \$177,575 in capital fees and \$4,205,860 in mitigation and in-lieu fees.
- The Non-Potable Water Program’s water deliveries within the District through the month of June were 3,836 AF, compared to budgeted deliveries of 5,721 AF. Non-Potable deliveries outside the District (Pleasant Valley County Water District) were 4,615 AF of Conejo Creek water and 959 AF of CWRF water compared to budgeted amount of 4,300 AF, and 1,329 AF of CamSan recycled water, compared to the budgeted amount of 1,289 AF. Total Operating Revenues are 76% of budget. Total Expenses plus encumbrances are 86% of budget. Net Operating Result is \$66,002; \$775,897 will be contributed to the Non-Potable Water Capital Replacement Fund.
- The projected water program debt service coverage ratio of 12.09 exceeds the minimum requirement of 1.15.

Wastewater Program:

- The Wastewater Program’s Total Operating Revenues are 99% of budget and Total Expenses plus encumbrances are 75% of budget. Net Operating Result is \$83,594; \$1,563,231 will be contributed to the Wastewater Capital Replacement Fund. The Wastewater program has received \$1,804,550 in capital fees.
- The projected debt service coverage ratio of 23.13 exceeds the minimum requirement of 1.15

Water Program	FY2023-24 Budget	FY2023-24 Actuals Preliminary	Variance	Actual % FY Budget
Revenues				
Water Sales:				
Potable	\$ 12,939,700	\$ 10,602,546	\$ (2,337,154)	82%
Recycle/Non-Potable	5,146,300	3,304,164	(1,842,136)	64%
Water Sales to Pleasant Valley	1,833,063	1,998,484	165,421	109%
Meter Service Charge	2,792,500	2,717,519	(74,981)	97%
Special Services	58,000	58,024	24	100%
Pump Zone/Miscellaneous	52,000	35,564	(16,436)	68%
Total Operating Revenues	\$ 22,821,563	\$ 18,716,301	\$ (4,105,262)	82%
Operating Expenses				
Import Water Purchases-Calleguas	\$ 6,824,973	\$ 5,461,450	\$ 1,363,523	80%
Calleguas Fixed Charge	941,928	937,050	4,878	99%
CamSan Water	149,787	157,354	(7,567)	105%
Conejo Creek Project	862,205	1,113,387	(251,182)	129%
Salinity Management Pipeline-Calleguas	243,912	139,624	104,288	57%
Production Power	1,866,178	2,015,969	(149,791)	108%
Total Production	\$ 10,888,983	\$ 9,824,834	\$ 1,064,149	90%
Regular Salaries	\$ 2,412,112	\$ 2,122,631	\$ 289,481	88%
Overtime/Standby	94,046	135,654	(41,608)	144%
Part Time	41,236	25,724	15,512	62%
Benefits	797,805	684,881	112,924	86%
Total Salaries & Benefits	\$ 3,345,199	\$ 2,968,890	\$ 376,309	89%
Outside Contracts	\$ 2,066,848	\$ 1,386,224	\$ 680,624	67%
Professional Services	1,567,042	570,443	996,599	36%
Total Outside Cont/Profess Services	\$ 3,633,890	\$ 1,956,667	\$ 1,677,223	54%
Utilities	\$ 85,925	\$ 81,885	\$ 4,040	95%
Communications	49,725	43,585	6,140	88%
Pipeline Repairs	480,000	309,793	170,207	65%
Small Tools & Equipment	30,452	27,297	3,155	90%
Materials & Supplies	866,473	575,850	290,623	66%
Repair Parts & Equipment Maintenance	971,325	746,342	224,983	77%
Legal Services	85,750	122,718	(36,968)	143%
Dues & Subscriptions	37,342	26,385	10,957	71%
Conference & Travel	15,210	16,722	(1,512)	110%
Safety & Training	30,355	18,458	11,897	61%
Board Expense	91,000	97,098	(6,098)	107%
Bad Debt	6,500	4,240	2,260	65%
Fees & Charges	217,495	125,870	91,625	58%
Insurance	91,650	97,454	(5,804)	106%
Total Supplies & Services	\$ 3,059,202	\$ 2,293,697	\$ 765,505	75%
Total Expenses	\$ 20,927,274	\$ 17,044,088	\$ 3,883,186	81%
Net Operating Revenues	\$ 1,894,289	\$ 1,672,213	\$ (222,076)	88%
Less: Non-Operating Expenses				
Debt Service 2011A/2016	\$ 852,031	\$ 707,186	\$ 144,845	83%
Capital Replacement Contribution	2,919,627	3,264,982	(345,355)	112%
Total Non-Operating Expenses	\$ 3,771,658	\$ 3,972,168	\$ (200,510)	105%
Add: Non-Operating Revenues				
Interest Revenues	\$ 1,192,562	\$ 1,690,219	\$ 497,657	142%
Taxes	791,000	805,988	14,988	102%
Total Non-Operating Revenues	\$ 1,983,562	\$ 2,496,207	\$ 512,645	126%
Net Operating Results	\$ 106,193	\$ 196,252	\$ 90,059	185%
Capital Fees	-	177,575	177,575	-
Mitigation & In-Lieu Fees	-	4,205,860	4,205,860	-
	\$ -	\$ 4,383,435	\$ 4,383,435	-
Net Operating Results After Capital Fees & Grants	\$ 106,193	\$ 4,579,687	\$ 4,473,494	

Debt Ratio

4.55

12.09

Potable Water Program	FY2023-24 Budget	FY2023-24 Actuals Preliminary	Variance	Actual % FY Budget
Revenues				
Water Sales:				
Potable	\$ 12,939,700	\$ 10,602,546	\$ (2,337,154)	82%
Meter Service Charge	2,635,000	2,565,609	(69,391)	97%
Special Services	33,000	38,471	5,471	117%
Pump Zone/Miscellaneous	31,000	21,877	(9,123)	71%
Total Operating Revenues	\$ 15,638,700	\$ 13,228,503	\$ (2,410,197)	85%
Operating Expenses				
Import Water Purchases-Calleguas	\$ 6,079,149	\$ 5,037,612	\$ 1,041,537	83%
Calleguas Fixed Charge	941,928	937,050	4,878	99%
Salinity Management Pipeline-Calleguas	243,912	139,624	104,288	57%
Production Power	910,802	925,682	(14,880)	102%
Total Production	\$ 8,175,791	\$ 7,039,968	\$ 1,135,823	86%
Regular Salaries	\$ 1,567,873	\$ 1,379,710	\$ 188,163	88%
Overtime/Standby	61,130	88,175	(27,045)	144%
Part Time	26,803	16,721	10,082	62%
Benefits	518,574	445,173	73,401	86%
Total Salaries & Benefits	\$ 2,174,380	\$ 1,929,779	\$ 244,601	89%
Outside Contracts	\$ 1,214,831	\$ 942,569	\$ 272,262	78%
Professional Services	947,122	354,456	592,666	37%
Total Outside Cont/Profss Services	\$ 2,161,953	\$ 1,297,025	\$ 864,928	60%
Utilities	\$ 72,041	\$ 73,341	\$ (1,300)	102%
Communications	25,857	22,664	3,193	88%
Pipeline Repairs	380,000	204,877	175,123	54%
Small Tools & Equipment	23,095	21,574	1,521	93%
Materials & Supplies	770,006	504,304	265,702	65%
Repair Parts & Equip. Maint.	585,889	346,155	239,734	59%
Legal Services	43,590	68,629	(25,039)	157%
Dues & Subscriptions	19,418	13,720	5,698	71%
Conference & Travel	7,909	8,695	(786)	110%
Safety & Training	15,785	9,598	6,187	61%
Board Expense	47,320	50,491	(3,171)	107%
Bad Debt	3,380	2,205	1,175	65%
Fees & Charges	183,953	107,923	76,030	59%
Insurance	47,658	50,676	(3,018)	106%
Total Supplies & Services	\$ 2,225,901	\$ 1,484,852	\$ 741,049	67%
Total Expenses	\$ 14,738,025	\$ 11,751,624	\$ 2,986,401	80%
Net Operating Revenues	\$ 900,675	\$ 1,476,879	\$ 576,204	164%
Less: Non-Operating Expenses				
Debt Service 2011A/2016	\$ 821,677	\$ 681,992	\$ 139,685	83%
Capital Replacement Contribution	1,437,227	2,489,085	244,329	173%
Total Non-Operating Expenses	\$ 2,258,904	\$ 3,171,077	\$ 384,014	140%
Add: Non-Operating Revenues				
Interest Revenues	959,183	1,340,854	381,671	140%
Taxes	475,000	483,593	8,593	102%
Total Non-Operating Revenues	\$ 1,434,183	\$ 1,824,447	\$ 390,264	127%
Net Operating Results	\$ 75,954	\$ 130,250	\$ 54,296	
Capital Fees	\$ -	\$ 177,575	\$ 177,575	-
Mitigation & In-Lieu Fees	-	4,205,860	4,205,860	-
	\$ -	\$ 4,383,435	\$ 4,383,435	-
Net Operating Results After Capital Fees & Grants	\$ 75,954	\$ 4,513,685	\$ 4,437,731	

Non-Potable Water Program	FY2023-24 Budget	FY2023-24 Actuals Preliminary	Variance	Actual % FY Budget
Revenues				
Water Sales:				
Recycle/Non-Potable	\$5,146,300	\$ 3,304,164	\$ (1,842,136)	64%
Water Sales to Pleasant Valley	1,833,063	1,998,484	165,421	109%
Meter Service Charge	157,500	151,910	(5,590)	96%
Special Services	25,000	19,553	(5,448)	78%
Pump Zone/Miscellaneous	21,000	13,687	(7,313)	65%
Total Operating Revenues	\$7,182,863	\$ 5,487,798	\$ (1,695,065)	76%
Operating Expenses				
Import Water Purchases-Calleguas	\$ 745,824	\$ 423,838	\$ 321,986	57%
CamSan Water	149,787	157,354	(7,567)	105%
Conejo Creek Project	862,205	1,113,387	(251,182)	129%
Production Power	955,376	1,090,287	(134,911)	114%
Total Production	\$2,713,192	\$ 2,784,866	\$ (71,674)	103%
Regular Salaries	\$ 844,239	\$ 742,921	\$ 101,318	88%
Overtime/Standby	32,916	47,479	(14,563)	144%
Part Time	14,433	9,003	5,430	62%
Benefits	279,231	239,708	39,523	86%
Total Salaries & Benefits	\$1,170,819	\$ 1,039,111	\$ 131,708	89%
Outside Contracts	\$ 852,017	\$ 443,655	\$ 408,362	52%
Professional Services	619,920	215,987	403,933	35%
Total Outside Cont/Profess Services	\$1,471,937	\$ 659,642	\$ 812,295	45%
Utilities	\$ 13,884	\$ 8,544	\$ 5,340	62%
Communications	23,868	20,921	2,947	88%
Pipeline Repairs	100,000	104,916	(4,916)	105%
Small Tools & Equipment	7,357	5,723	1,634	78%
Materials & Supplies	96,467	71,546	24,921	74%
Repair Parts & Equipment Maintenance	385,436	400,187	(14,751)	104%
Legal Services	42,160	54,089	(11,929)	128%
Dues & Subscriptions	17,924	12,665	5,259	71%
Conference & Travel	7,301	8,027	(726)	110%
Safety & Training	14,570	8,860	5,710	61%
Board Expense	43,680	46,607	(2,927)	107%
Bad Debt	3,120	2,035	1,085	65%
Fees & Charges	33,542	17,947	15,595	54%
Insurance	43,992	46,778	(2,786)	106%
Total Supplies & Services	\$ 833,301	\$ 808,845	\$ 24,456	97%
Total Expenses	\$6,189,249	\$ 5,292,464	\$ 896,785	86%
Net Operating Revenues	\$ 993,614	\$ 195,334	\$ (798,280)	20%
Less: Non-Operating Expenses				
Debt Service 2011A/2016	\$ 30,354	\$ 25,194	\$ 5,160	83%
Capital Replacement Contribution	1,482,400	775,897	706,503	52%
Total Non-Operating Expenses	\$1,512,754	\$ 801,091	\$ 711,663	53%
Add: Non-Operating Revenues				
Interest Revenues	\$ 233,379	\$ 349,365	\$ 115,986	150%
Taxes	316,000	322,395	6,395	102%
Total Non-Operating Revenues	\$ 549,379	\$ 671,760	\$ 122,381	122%
Net Operating Results	\$ 30,239	\$ 66,002	\$ 35,763	

Wastewater Program	FY2023-24 Budget	FY2023-24 Actuals Preliminary	Variance	Actual % FY Budget
Revenues				
Sewer Service Charge	\$ 4,825,300	\$ 4,764,475	\$ (60,825)	99%
Special Services	17,000	19,606	2,606	115%
Pump Zone/Miscellaneous	-	1,721	1,721	-
Total Operating Revenues	\$ 4,842,300	\$ 4,785,802	\$ (56,498)	99%
Operating Expenses				
Salinity Management Pipeline-Calleguas	\$ 22,984	\$ 9,134	\$ 13,850	40%
Total Production	\$ 22,984	\$ 9,134	\$ 13,850	40%
Regular Salaries	\$ 1,298,829	\$ 1,142,955	\$ 155,874	88%
Overtime/Standby	50,640	73,045	(22,405)	144%
Part Time	22,204	13,852	8,352	62%
Benefits	429,588	368,782	60,806	86%
Total Salaries & Benefits	\$ 1,801,261	\$ 1,598,634	\$ 202,627	89%
Outside Contracts	\$ 1,403,842	\$ 1,033,583	\$ 370,259	74%
Professional Services	635,408	205,652	429,756	32%
Total Outside Cont/Profess Services	\$ 2,039,250	\$ 1,239,235	\$ 800,015	61%
Utilities	\$ 30,575	\$ 24,939	\$ 5,636	82%
Communications	26,775	23,469	3,306	88%
Pipeline Repairs	10,000	-	10,000	0%
Small Tools & Equipment	4,898	3,652	1,246	75%
Materials & Supplies	182,592	164,059	18,533	90%
Repair Parts & Equipment Maintenance	141,175	87,010	54,165	62%
Legal Services	19,250	15,410	3,840	80%
Dues & Subscriptions	23,108	14,207	8,901	61%
Conference & Travel	8,190	9,004	(814)	110%
Safety & Training	16,345	9,939	6,406	61%
Board Expense	49,000	52,284	(3,284)	107%
Bad Debt	3,500	2,283	1,217	65%
Fees & Charges	104,880	76,787	28,093	73%
Insurance	49,350	52,476	(3,126)	106%
Total Supplies & Services	\$ 669,638	\$ 535,519	\$ 134,119	80%
Total Expenses	\$ 4,533,133	\$ 3,382,522	\$ 1,150,611	75%
Net Operating Revenues	\$ 309,167	\$ 1,403,280	\$ 1,094,113	454%
Less: Non-Operating Expenses				
Debt Service 2011A/2016	\$ 187,900	\$ 155,957	\$ 31,943	83%
Capital Replacement Contribution	264,000	1,563,231	(1,299,231)	592%
Total Non-Operating Expenses	\$ 451,900	\$ 1,719,188	\$ (1,267,288)	380%
Add: Non-Operating Revenues				
Interest Revenues	\$ 211,710	\$ 399,502	\$ 187,792	189%
Total Non-Operating Revenues	\$ 211,710	\$ 399,502	\$ 187,792	189%
Net Operating Results	\$ 68,977	\$ 83,594	\$ 14,617	
Capital Fees	-	1,804,550	1,804,550	
	\$ -	\$ 1,804,550	\$ 1,804,550	-
Net Operating Results After Capital Fees & Grants	\$ 68,977	\$ 1,888,144	\$ 1,819,167	
Debt Ratio	2.77	23.13		

	July 1, 2023	Sept. 30, 2023	Dec. 31, 2023	March 31, 2024	Preliminary June 30, 2024
Unrestricted Reserves					
Potable Operating and Emergency Reserves (OER)	\$821,153	\$951,563	\$952,357	\$951,403	\$951,403
Non-Potable Potable Operating and Emergency Reserves (OER)	\$480,339	\$546,829	\$547,514	\$546,341	\$546,341
Wastewater Operating and Emergency Reserves (OER)	\$475,285	\$174,886	\$424,879	\$558,879	\$558,879
Rate Stabilization Fund-Water-Potable	\$270,625	\$270,625	\$270,625	\$270,625	\$270,625
Rate Stabilization Fund-Non-Potable	\$605,625	\$605,625	\$605,625	\$605,625	\$605,625
Rate Stabilization Fund-Wastewater	\$263,750	\$263,750	\$263,750	\$263,750	\$263,750
Potable Water Capital Replacement Fund (PWCRF)	\$17,650,435	\$17,399,612	\$18,592,638	\$16,384,269	\$17,976,848
Non-Potable Water Capital Replacement Fund (NPWCRF)	\$5,788,036	\$5,871,516	\$6,532,124	\$5,681,681	\$6,045,409
Non-Potable Water In-lieu Fees (Wildwood Preserve)	\$318,538	\$318,538	\$318,538	\$318,538	\$318,538
Wastewater Capital Replacement Fund (WWCRF)	\$2,973,101	\$2,767,351	\$2,687,809	\$3,055,831	\$4,005,360
Potable Water Capital Improvement Fund (PWCIF)	\$1,512,418	\$1,662,268	\$1,297,268	\$260,593	\$594,663
Potable Water In-Lieu and Migration Fees	\$1,623,421	\$5,819,547	\$5,819,547	\$5,826,036	\$5,445,354
Wastewater Capital Improvement Fund (WWCIF)	\$369,528	\$2,174,078	\$2,174,078	\$2,174,078	\$167,978
Total	\$33,152,254	\$38,826,188	\$40,486,752	\$36,897,649	\$37,750,773
Restricted Assets					
Grant Receivable PV Well	\$83,822	\$83,822	\$83,822	\$83,822	\$83,822
Total Receivables	\$83,822	\$83,822	\$83,822	\$83,822	\$83,822
Debt Reserves 2016	\$879,529	\$879,529	\$879,529	\$879,529	\$879,529
Total Debt Reserves	\$879,529	\$879,529	\$879,529	\$879,529	\$879,529
CIP					
Potable Water Capital Replacements	\$2,506,359	\$2,133,138	\$816,929	\$1,926,354	\$939,290
Non-Potable Water Capital Replacements	\$307,368	\$441,882	\$435,614	\$637,652	\$405,124
Wastewater Capital Replacements	\$2,818,572	\$2,974,905	\$2,895,414	\$3,214,900	\$3,006,349
Potable Water Capital Improvements	\$1,007,451	\$919,902	\$522,608	\$1,203,098	\$266,768
Wastewater Capital Improvements	\$823,304	\$820,782	\$815,026	\$800,590	\$2,762,869
Potable Water In-Lieu and Migration Fees	\$0	\$0	\$0	\$0	\$221,460
Total CIP	\$7,463,054	\$7,290,609	\$5,485,591	\$7,782,594	\$7,601,861
Total	\$8,426,405	\$8,253,960	\$6,448,942	\$8,745,945	\$8,565,212
Grand Total minus Receivables	\$41,494,837	\$46,996,326	\$46,851,872	\$45,559,772	\$46,232,163

Capital Project Listing 4th Quarter -Preliminary

CIP No.	Description	Budget	Expenses	Budget Remaining	Expense/Enc to Budget %
General Replacements					
400-22-02	Utility Billing System	504,000	180,428	323,572	36%
400-22-03	LIMS	90,000	54,758	35,242	61%
400-24-02	Network Backbone Switches	110,000	70,567	39,433	64%
General Replacements		704,000	305,753	398,247	43%
Potable Water Projects					
600-23-01	PV Well #3-Engineering Phase	180,000	390	179,610	0%
600-23-02	Pleasant Valley Monitoring Wells	675,000	665,158	9,842	99%
600-24-01	PV Well Iron/Manganese Removal	325,000	103,539	221,461	32%
600-24-02	Water Quality Sampling Stations	40,000	39,335	665	98%
600-24-03	New University Well	100,000	23,349	76,651	23%
650-20-03	Meter Station Control Cabinets	280,000	128,076	151,924	46%
650-21-01	Meter Station 5 and 7 Rehabilitation	290,000	183,969	106,031	63%
650-24-02	Woodcreek Well Rehabilitation	910,000	844,772	65,229	93%
650-24-03	MTU and Meter Replacements	1,680,000	918,500	761,500	55%
Total Potable Water Projects		4,480,000	2,907,087	1,572,913	65%
Non-Potable Water Projects					
750-23-01	AG3 Tank Replacement-Engineering	150,000	149,130	870	99%
Total Non-Potable Water Projects		150,000	149,130	870	99%
Wastewater Projects					
900-18-02	De-Watering Press	4,164,100	193,061	3,971,039	5%
900-18-03	Effluent Pond Relining	1,501,500	1,238,273	263,227	82%
500-22-01	Sequential Chloramination	400,000	183,188	216,812	46%
550-21-01	Sewer Lift Read Road MCC	360,000	275,632	84,368	77%
550-23-01	Collection System Hotspots-Engineering	330,000	22,333	307,667	7%
550-23-02	CWRF Headwork Bar Screen Replacement	500,000	91,360	408,640	18%
550-24-01	Confined Space Gas Monitor	80,000	51,922	28,078	65%
550-24-02	CWRF Influent Pump	350,000	-	350,000	0%
Total Wastewater Projects		7,685,600	2,055,770	5,629,830	27%
Total CIPs		13,019,600	5,417,739	7,601,861	42%

Capital Project Listing 3rd Quarter Results

CIP No.	Description	Budget	Expenses	Balance	Encumbrances	Budget Remaining	Expense/Enc to Budget %
General Replacements							
400-22-02	Utility Billing System	504,000	173,775	330,225	210,130	120,095	76%
400-22-03	LIMS	90,000	54,758	35,242	21,640	13,602	85%
400-22-04	Tier 2 Historian	65,000	53,146	11,854	-	11,854	82%
400-24-02	Network Backbone Switches	110,000	-	110,000	81,837	28,163	74%
General Replacements		769,000	281,678	487,322	313,607	173,714	77%
Potable Water Projects							
600-20-02	Conejo Wellfield Treatment	11,725,000	11,644,138	80,862	77,684	3,179	100%
600-23-01	PV Well #3-Engineering Phase	180,000	390	179,610	-	179,610	0%
600-23-02	Pleasant Valley Monitoring Wells	590,000	22,231	567,769	524,224	43,546	93%
600-24-01	PV Well Iron/Manganese Removal	325,000	75,893	249,107	200,258	48,849	85%
600-24-02	Water Quality Sampling Stations	40,000	1,338	38,662	28,862	9,800	76%
600-24-03	New University Well	100,000	-	100,000	76,244	23,756	76%
650-15-01	PV Well #1	5,967,000	5,979,912	(12,912)	22,450	(35,362)	101%
650-20-03	Meter Station Control Cabinets	280,000	128,076	151,924	-	151,924	46%
650-21-01	Meter Station 5 and 7 Rehabilitation	290,000	183,969	106,031	-	106,031	63%
650-22-04	CamSprings Waterline	610,000	579,845	30,155	34,560	(4,405)	101%
650-24-01	Distribution Valve Replacement	100,000	-	100,000	18,104	81,896	18%
650-24-02	Woodcreek Well Rehabilitation	725,000	126,143	598,857	558,797	40,060	94%
650-24-03	MTU and Meter Replacements	1,680,000	766,546	913,454	832,264	81,190	95%
Total Potable Water Projects		22,612,000	19,508,480	3,103,520	2,373,447	730,073	97%
Non-Potable Water Projects							
750-23-01	AG3 Tank Replacement-Engineering	150,000	137,520	12,480	11,366	1,114	99%
750-24-01	Diversion Traveling Screen	180,000	75,691	104,309	73,576	30,732	83%
Total Non-Potable Water Projects		330,000	213,211	116,789	84,942	31,846	90%
Wastewater Projects							
900-18-02	De-Watering Press	2,158,000	176,067	1,981,933	12,343	1,969,590	9%
900-18-03	Effluent Pond Relining	1,501,500	1,216,736	284,764	113,959	170,805	89%
500-22-01	Sequential Chloramination	400,000	183,238	216,762	-	216,762	46%
550-21-01	Sewer Lift Read Road MCC	360,000	275,632	84,368	-	84,368	77%
550-23-01	Collection System Hotspots-Engineering	330,000	-	330,000	91,514	238,486	28%
550-23-02	CWRF Headwork Bar Screen Replacement	500,000	45,680	454,320	411,120	43,200	91%
550-24-01	Confined Space Gas Monitor	80,000	37,365	42,635	4,227	38,408	52%
550-24-02	CWRF Influent Pump	350,000	-	350,000	163,945	186,055	47%
Total Wastewater Projects		5,679,500	1,934,718	3,744,782	797,108	2,947,674	48%
Total CIPs		29,390,500	21,938,088	7,452,412	3,569,104	3,883,308	87%
Fixed Assets		347,500	17,318	330,182	-	330,182	5%
Total CIPs and Fixed Assets		29,738,000	21,955,406	7,782,594	3,569,104	4,213,490	86%

Board Memorandum

August 8, 2024

To: Board of Directors
From: Norman Huff, General Manager
Subject: Benefits Ad-hoc Committee Report

Objective: Receive a report from the Benefits Ad-hoc Committee on the progress of exploring retirement benefit options and discuss the CalPERS termination valuation (“buy-out”) communication.

Action Required: No action is necessary; for discussion only.

Discussion: At the October 12, 2023, Board Meeting Director Brown requested a CalPERS update regarding performance, cost of “buyout, and the expense of a replacement program. The Board created an Ad-hoc Committee comprised of President West and Director Foreman to work with Staff to determine if there was a retirement benefit equal to, or better than, CalPERS that would offer more choices to employees so that they can maximize their benefits based on their personal situation while providing greater fiscal stability to the District.

In February 2024, the District engaged the SageView Advisory Group to provide an initial evaluation of alternative replacement benefit plans with projected costs and employee impact based on employee census data.

On March 12, 2024, a Board Benefits Ad-hoc Committee Meeting was held with Staff and members of the Employee Advisory Group. Upon Ad-hoc direction, Staff requested the “buyout” amount from CalPERS so the District could use that amount to evaluate the feasibility and potential costs to the District for an alternative plan.

On March 21, 2024, Staff received a response from CalPERS detailing the required process to receive the preliminary “buyout” amount, which included a requirement for the Board to adopt a resolution of intention to terminate the CalPERS agreement.

At the April 11, 2024, Board Meeting, after a report by the Ad-hoc Committee, Staff was directed to draft the Resolution and place it on the next Board Meeting agenda for adoption.

At the May 23, 2024, Board Meeting, the Board adopted Resolution 24-10, Intention to Terminate the Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Directors Camrosa Water District, in order to proceed with a request to CalPERS for a preliminary “buyout” amount.

On August 30, 2024, a Board Benefits Ad-hoc Committee Meeting was held with Staff and members of the Employee Advisory Group and a preliminary report was provided by SageView detailing potential retirement benefit options with sample scenarios for employees in different career stages. SageView and the Benefits Ad-hoc Committee received feedback and fielded questions from the members of the Employee Advisory Group. That same day, the District was advised that the CalPERS preliminary termination valuation (“buy-out”) letter was available on the CalPERS website.

Attachments:

- CalPERS letter providing a preliminary termination valuation (“buy-out”) amount.



**California Public Employees' Retirement System
Actuarial Office**

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744
888 CalPERS (or **888-225-7377**) | TTY: (877) 249-7442 | www.calpers.ca.gov

July 16, 2024

CalPERS ID: 7880235845

Camrosa Water District
7385 SANTA ROSA RD
CAMARILLO, CA 90312

Dear Employer,

As a result of your agency's Resolution of Intent to Terminate its CalPERS contract, a preliminary termination valuation has been performed for the Camrosa Water District Classic Miscellaneous Plan, rate plan number 739, and the PEPRA Miscellaneous Plan, rate plan number 27306. The information in this report combines the results of both rate plans. In order to terminate its retirement contract, the employer must contribute the unfunded liability for all rate plans the employer sponsors.

This valuation was done two different ways:

- 1. Projected Compensation:** all members currently active in a CalPERS agency have compensation increases projected *until their retirement*.
- 2. Frozen Compensation:** all members currently active in a CalPERS agency have compensation increases projected *until plan termination* and then **frozen** thereafter.

This valuation was based on the June 30, 2023 financial and membership data, the latest such data available.

Based on the June 30, 2023 data, we projected the funded position of the plan to a *preliminary* termination date of June 30, 2024. Investment return of 6.10% net of administrative expenses was realized for fiscal year 2022-2023, and a 9.20% return was estimated from July 1, 2023 to June 30, 2024 based on year-to-date investment returns. Reflected in the termination is a 5% contingency load for unforeseen negative experience in accordance with CalPERS Board of Administration (board) policy. The charts on the next page summarize the results.

For information on the asset allocation adopted by the board for the Terminated Agency Pool, see Circular Letter 200-058-11 on the CalPERS website.

The asset allocation affects the actuarial assumptions used when calculating the actuarial liabilities of a public agency at the time of termination. The discount rate and inflation assumption used for this preliminary termination valuation are also summarized in the charts on the following page.

Combined Classic and PEPR Miscellaneours Plans Results
 (All projected amounts shown to nearest \$100)

		Annual Valuation	Termination Valuation (Non-frozen Compensation)	Termination Valuation (Frozen Compensation)
		As of June 30, 2023 (Actual)	As of June 30, 2024 (Projected)	As of June 30, 2024 (Projected)
(1)	Combined share of Pool Assets*	\$19,571,363	\$20,911,000	\$20,911,000
(2)	Accrued Actuarial Liability	\$21,527,107	\$29,776,600	\$28,757,200
(3)	Contingency Load	\$0	\$1,488,800	\$1,437,900
(4)	Unfunded Liability/(Surplus) = (2) + (3) - (1)	\$1,955,744	\$10,354,400	\$9,284,100
	Discount Rate	6.80%	4.40%	4.40%
	Inflation Assumption	2.30%	2.35%	2.40%

*Market Value of Assets

Please note that these amounts are estimates only and depend heavily on the assumptions used. In particular, the discount rate has a large impact on the liability measurements. The discount rate for the estimates above was based on US Treasury yields on the valuation date, but the discount rate for the final termination valuation will be based on US Treasury yields on the date of contract termination, which will be different. See the attachment to Circular Letter 200-058-11 for more information on the method to determine the discount rate. Also note that the rate of return of assets between June 30, 2023 and the *final* termination date can have a large impact on the unfunded liability. Furthermore, these estimates do not take into account possible changes in methods or assumptions, benefit improvements, or changes in the membership data of your workforce (particularly salary increases) that occur after June 30, 2023. **Therefore, the actual unfunded liability determined as of the contract termination date could be significantly higher or lower than the estimates provided above.**

In order to terminate the contract, the agency must comply with Government Code sections 20570 and 7507, which may require that the change in accrued liability resulting from benefit changes be disclosed at a public meeting with an actuary present at least two weeks prior to adopting the change. If the agency elects to proceed with the termination, once a final termination date has been determined, CalPERS will perform the final termination actuarial valuation and calculate any additional contributions necessary to be sent to CalPERS to effectuate the termination.

If you have any questions, please contact me at (916) 341-2472.

Sincerely,



David Clement, ASA, MAAA, EA
 Senior Actuary, CalPERS



Read File

The following material is provided to members of the Board for information only and is not formally a part of the published agenda.

A. 2024 Board Calendar

