



Board of Directors

Brian Brennan, Director
Richard Hajas, Director
Neil Cole, Director

Mary Bergen, Director
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT
Meeting to be held at the

District Office
1055 Ventura Ave.
Oak View, CA 93022
www.casitaswater.org

Join Zoom Meeting
<https://us06web.zoom.us/j/98414854813?pwd=UXhtWS9zdm83ZU5CazNXenIEVEIRUT09>
Meeting ID: 984 1485 4813 Passcode: 757052

To join by phone, please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 984 1485 4813# Passcode: 757052#

July 23, 2025 @ 5:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of §54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

Special Accommodations: If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a)).

1. CALL TO ORDER
2. ROLL CALL
 - 2.a Request of Director Hajas to attend the meeting remotely via AB 2302 Just Cause provisions due to a medical procedure.
3. PLEDGE OF ALLEGIANCE

4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
6. CONSENT AGENDA
 - 6.a Accounts Payable Report.
[Accounts Payable Report.pdf](#)
 - 6.b Minutes of the July 9, 2025 Board Meeting.
[7 9 2025 Min.pdf](#)
7. ACTION ITEMS
 - 7.a Recommend denial of a Damage Claim filed by Simon Clifford against the District in the amount of \$530.02.
[Board Memo Clifford Damage Claim 072325.pdf](#)
[Casitas Claim 1 - ATT1.pdf](#)
 - 7.b Review the request from the owner of 8950 Ojai Santa Paula Road for provision of water service and Casitas-owned facilities.
[Board Memo 8950 OSP Rd -20250723.pdf](#)
[Board memo exhibit.pdf](#)
[CMWD_Amestoy Property_Submittal Set_07-13-2025_pr.pdf](#)
 - 7.c Authorize the professional services agreement with Kennedy Jenks Consultants, Inc., in an amount not to exceed \$64,210.00 for constructability review and bid support services related to the Ventura-Santa Barbara Counties Intertie.
[Board Memo_20250723-KJ.pdf](#)
[KJ - Consultant Agreement_Federal_2025.pdf](#)
[KJ Constructability-Bid Support Proposal Casitas MWD 07.9.25.pdf](#)
 - 7.d Authorize the General Manager to execute Amendment No. 2 to the Agreement for Professional Real Estate Services with Hamner, Jewell and Associates, increasing the not-to-exceed fee by \$98,000 and extending the term of the agreement through June 30, 2026.
[Board Memo_20250723-HJA.pdf](#)
[HJA Proposal - Ventura -SB Intertie Project - 2025 \(July 10,2025\) \(1\).pdf](#)
[Amendment No. 2 to Professional Services Agreement_HJA.docx](#)
 - 7.e Approve an Agreement with Cannon Inc., for design services for the Avenue 1 Pump Plant Pump #3 Upgrades in an amount not to exceed \$34,871.00.
[Board Memo Avenue 1 Pump Plant - Pump 3 Design Services \(2\).pdf](#)
[2025 - Consultant Agreement_Non-Federal - Cannon.pdf](#)
[Avenue 1 Pumping Plant Upgrades Proposal 7.15.25.pdf](#)
 - 7.f Approve a revised job description and a change of range from E28 to E30 for the Casitas MWD GIS Technician position.

- 7.g Review and possible action on the Casitas MWD 2025 Water Rate Study.
[Board Memo 2025 Rate Study Update 072325.pdf](#)

8. INFORMATION ITEMS

- 8.a Hydrology Report for June 2025.
[Hydrology June 2025.pdf](#)
- 8.b Recreation Committee Minutes.
[Rec Minutes 071525.pdf](#)

9. GENERAL MANAGER COMMENTS

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

12. CLOSED SESSION

- 12.a CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1). Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al, and City of San Buenaventura v. Duncan Abbott, et al., Cross Complaint Superior Court of the State of California, County of Los Angeles, Case No. 19ATCP01176.

13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT**General Fund Check Authorization****Checks Dated 07/03/25 - 07/16/25****Presented to the Board of Directors For Approval July 23, 2025**

Check	Payee		Description	Amount
001380	Payables Fund Account	# 9759651478	Accounts Payable Batch 070925	\$ 849,102.79
001381	Payables Fund Account	# 9759651478	Accounts Payable Batch 071625	\$ 745,187.90
				<u>\$ 1,594,290.69</u>
001382	Payroll Fund Account	# 9469730919	Estimated Payroll 08/07/25	\$ 300,000.00
				<u>\$ 1,894,290.69</u>

Publication of check register is in compliance with
Section 53065.6 of the Government Code which requires
the District to disclose reimbursements to employees
and/or directors.

The above numbered checks,
001380-001382
have been duly audited is hereby certified as correct.



Janyne Brown, Chief Financial Officer

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

001380	A/P Checks:	056136-056182
	A/P Draft	001197-001207
	Voids:	

001381	A/P Checks:	056183-056245
	A/P Draft	001208-001214
	Voids:	

056218 - Meiners Oaks ACE Hardware - Continuation of detail of check #56217



Janyne Brown, Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 07/05/25

Pay Date 07/10/25

have been duly audited and are
hereby certified as correct.

Signed: Janyne Brown

Janyne Brown

VENDOR SET: 01 Casitas Municipal Water D

BANK: * ALL BANKS

DATE RANGE: 7/03/2025 THRU 7/16/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/16/2025			056218		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	0.00	0.00	0.00
BANK:		TOTALS:	1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01483	I-070825-CMWD							
	CORVEL CORPORATION							
	Monthly Maintenance Fee June	D	7/09/2025	1,071.23		001197		1,071.23
06273	I-16000							
	Maqpower Compressors Corp							
	Gasket Flexmaster 2 1/2"	D	7/09/2025	166.50		001198		166.50
04684	I-53114197							
	Univar Solutions USA Inc.							
	Hydrochloric Acid 15%	D	7/09/2025	3,851.45		001199		
	I-53120832							
	Sod Hypo 12.5%	D	7/09/2025	6,108.17		001199		9,959.62
00124	I-DCI202507072441							
	ICMA RETIREMENT TRUST - 457							
	DEFERRED COMP FLAT	D	7/09/2025	2,678.85		001201		
	I-DI%202507072441							
	DEFERRED COMP PERCENT	D	7/09/2025	611.72		001201		3,290.57
00128	I-T1 202507072441							
	INTERNAL REVENUE SERVICE							
	Federal Withholding	D	7/09/2025	50,574.11		001202		
	I-T3 202507072441							
	SS Withholding	D	7/09/2025	58,583.34		001202		
	I-T4 202507072441							
	Medicare Withholding	D	7/09/2025	13,701.10		001202		122,858.55
00985	I-CUN202507072441							
	NATIONWIDE RETIREMENT SOLUTION							
	457 CATCH UP	D	7/09/2025	1,091.69		001203		
	I-DCN202507072441							
	DEFERRED COMP FLAT	D	7/09/2025	9,373.24		001203		
	I-DN%202507072441							
	DEFERRED COMP PERCENT	D	7/09/2025	1,806.79		001203		12,271.72
00187	I-PBB202507072441							
	CALPERS							
	PERS BUY BACK	D	7/09/2025	130.46		001204		
	I-PEB202507072441							
	PEPRA EMPLOYEES PORTION	D	7/09/2025	16,327.80		001204		
	I-PEM202507072441							
	PERS EMPLOYEE PORTION MGMT	D	7/09/2025	2,092.39		001204		
	I-PER202507072441							
	PERS EMPLOYEE PORTION	D	7/09/2025	7,318.27		001204		
	I-PRB202507072441							
	PEBRA EMPLOYER PORTION	D	7/09/2025	16,580.61		001204		
	I-PRR202507072441							
	PERS EMPLOYER PORTION	D	7/09/2025	14,561.65		001204		57,011.18
00180	I-COP202507072441							
	S.E.I.U. - LOCAL 721							
	SEIU 721 COPE	D	7/09/2025	12.50		001205		
	I-UND202507072441							
	UNION DUES	D	7/09/2025	922.75		001205		935.25
00049	I-SDI202507072441							
	STATE OF CALIFORNIA							
	CASDI Withholding	D	7/09/2025	2,915.17		001206		
	I-T2 202507072441							
	STATE WITHHOLDING (CA)	D	7/09/2025	19,350.48		001206		22,265.65
05790	I-OST202507072441							
	STATE OF OREGON							
	OR STATE TRANSIT TAX	D	7/09/2025	7.08		001207		
	I-T2 202507072441							
	STATE WITHHOLDING (OR)	D	7/09/2025	528.63		001207		535.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06336	I-CMWD-2-Q	Brandt Information Services, L Reservation System - LCRA	D	7/16/2025	6,650.00		001208	6,650.00
01483	I-071525-CMWD	CORVEL CORPORATION Corvel Calims 07/08-07/14/25	D	7/16/2025	1,422.81		001209	1,422.81
05937	I-585916A-070325	Enterprise FM Trust Vehicle Maintenance	D	7/16/2025	26,113.12		001210	26,113.12
00131	I-972422	JCI JONES CHEMICALS, INC Chlorine - TP,CM972442	D	7/16/2025	5,487.69		001211	5,487.69
05918	I-11722	National Gear Repair, Inc. Rebuild Radial Headworks - EM	D	7/16/2025	8,572.50	170.00CR	001212	8,402.50
06052	I-070725	Truist Governmental Finance Debt Service Water Park Replac	D	7/16/2025	163,187.34		001213	163,187.34
03206	I-7794935	U.S. Bank Global Corporate Tru CFD 2013-1 Ojai Tax Boand	D	7/16/2025	3,347.50		001214	3,347.50
05765	I-55433	A&M Machine Shop Honda EU32001 Generator - PL	R	7/09/2025	3,058.99		056136	3,058.99
00004	I-0706384	ACWA JOINT POWERS INSURANCE AU Health Insurance 08/25	R	7/09/2025	171,838.90		056137	171,838.90
00010	I-9162449816	AIRGAS USA LLC Elect Stck & Safety Glasses	R	7/09/2025	123.34		056138	123.34
03044	I-14G9-PD6Q-DR3X	Amazon Capital Services First Aid Tape - LCRA	R	7/09/2025	21.84		056139	
	I-161Q-CNNK-NQK9	Disposable Plates - LCRA	R	7/09/2025	163.14		056139	
	I-161Q-CNNK-NVRM	Dump Trailer Solenoid -Unit 55	R	7/09/2025	21.44		056139	
	I-19D7-NFY6-QYJ1	Thermal Paper Receipt - LCRA	R	7/09/2025	151.19		056139	
	I-1PJC-LQP3-1Y7N	Work Station Laptop Stand	R	7/09/2025	190.93		056139	
	I-1RNK-4QF6-FR3D	Pens - LCRA	R	7/09/2025	7.23		056139	
	I-1WVY-MFPK-FMQF	Toilet Flappers - LCRA	R	7/09/2025	26.80		056139	
	I-1Y6R-QW7N-FMVT	Dining Table, Smart Locks - LC	R	7/09/2025	697.21		056139	1,279.78
00836	I-22897517	AMERICAN RED CROSS Lifeguarding Training - WP	R	7/09/2025	1,383.20		056140	1,383.20

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06060	Ameriflex							
I-INV881980	FSA Admin Fee	R	7/09/2025	75.60		056141		75.60
01666	AT & T							
I-000023712450	Acct#9391080431	R	7/09/2025	928.10		056142		928.10
00021	AWA OF VENTURA COUNTY							
I-06-16467	Waterwise Brekfast Series	R	7/09/2025	160.00		056143		160.00
00030	B&R TOOL AND SUPPLY CO							
I-1901014879	Diesel Exhaust Fluid - LCRA	R	7/09/2025	382.67		056144		382.67
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S3230786.001	Parts for Arbolada PP - EM	R	7/09/2025	741.41		056145		
I-S3231131.001	SS FR SLip On Falange & Gasket	R	7/09/2025	355.71		056145		
I-S3231773.001	Fittings - EM	R	7/09/2025	148.96		056145		1,246.08
05025	Best Buy Business Advantage Ac							
I-9653933	Monitors - LCRA	R	7/09/2025	304.93		056146		304.93
05887	C.D. Lyon, Inc							
I-0029405-IN	Dam Upper Intake Vlave Assembl	R	7/09/2025	25,517.07		056147		25,517.07
00463	Cal-Coast Machinery							
I-974870	42" Mower Blades & Flat Bell	R	7/09/2025	335.16		056148		335.16
00055	CASITAS BOAT RENTALS							
I-June 25	Gas for Boat - Unit 136	R	7/09/2025	207.29		056149		207.29
00062	CONSOLIDATED ELECTRICAL							
I-9009-1059166	1CKT FD Thru GND Term Blk	R	7/09/2025	3,122.66		056150		3,122.66
01001	CUSTOM PRINTING							
I-174014	2024 CCR Postcards - PR	R	7/09/2025	4,814.67		056151		4,814.67
06392	DKF SOLUTIONS GROUP LLC							
I-22959	Excavation Training - PL	R	7/09/2025	195.00		056152		
I-22960	Excavation Training - LCRA	R	7/09/2025	195.00		056152		390.00
00086	E.J. Harrison & Sons Inc							
I-070225	Acct#500766090	R	7/09/2025	60.00		056153		60.00
00086	E.J. Harrison & Sons Inc							
I-070225a	Acct#500546088	R	7/09/2025	1,134.24		056154		1,134.24

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10085	ELIFEGUARD, INC.							
C-77112b	Accrue Use Tax	R	7/09/2025	132.14		056155		
D-77112a	Accrue Use Tax	R	7/09/2025	132.14		056155		
I-77112	Lifeguard Uniforms - WP	R	7/09/2025	1,822.64		056155		1,822.64
06108	EMCOR Service Mesa Energy							
I-911016939	PM AC Service Ending 06/30/25	R	7/09/2025	5,938.60		056156		5,938.60
00095	FAMCON PIPE & SUPPLY							
C-S100158079.001	3" Swing Check Valve Return	R	7/09/2025	2,091.38		056157		
I-S100153454.001	12" Cla-Val Hycheck Bare	R	7/09/2025	17,798.14		056157		
I-S100157825.001	Gasket & Breakoff Bolt & Nut	R	7/09/2025	334.62		056157		16,041.38
00596	HOME DEPOT							
I-183031	LED Lights - WP	R	7/09/2025	440.15		056158		
I-673838	Lights - WP	R	7/09/2025	222.11		056158		
I-714367	Lights - WP	R	7/09/2025	70.72		056158		732.98
09910	J.W. ENTERPRISES							
I-394900	CT Pumping - 4M PP	R	7/09/2025	80.50		056159		
I-394901	CT Pumping - GRAND AVE	R	7/09/2025	80.50		056159		
I-394902	CT Pumping - SA PLANT	R	7/09/2025	161.00		056159		
I-394903	CT Pumping - 3M PUMP	R	7/09/2025	80.50		056159		
I-394904	CT Pumping - FAIRVIEW RES.	R	7/09/2025	80.50		056159		
I-394905	CT Pumping - CASITAS DAM	R	7/09/2025	80.50		056159		
I-394906	CT Pumping - BATES RES.	R	7/09/2025	80.50		056159		
I-394907	CT Pumping - MUTUAL YARD	R	7/09/2025	144.32		056159		788.32
03888	Eric Lara							
I-070725	Reimburse Expenses 07/25	R	7/09/2025	157.45		056160		157.45
00527	LINCOLN AQUATICS							
I-PB112644	50# Sodium Bicarbonate - WP	R	7/09/2025	718.30		056161		718.30
06066	Loomis							
I-13764658	Armored Truck Service - LCRA	R	7/09/2025	362.24		056162		362.24
00151	MEINERS OAKS ACE HARDWARE							
I-119655	Bar Holder - MAINT	R	7/09/2025	29.21		056163		
I-120252	Brush, Knife & Spray Paint -UT	R	7/09/2025	50.90		056163		
I-120415	Pipe Mnt Jack - Unit 315	R	7/09/2025	77.21		056163		
I-120482	Masking Tape - LCRA	R	7/09/2025	18.70		056163		
I-120493	Masking Tape - LCRA	R	7/09/2025	33.15		056163		209.17

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03444	Mission Linen Supply							
I-523999905	Uniform Pants - TP	R	7/09/2025	20.00		056164		
I-524093946	Uniform Pants - TP	R	7/09/2025	68.61		056164		
I-524131300	Uniform Pants - TP	R	7/09/2025	68.61		056164		157.22
01882	OJAI BASIN GROUNDWATER							
I-063025	Quarterly Pumping Fees	R	7/09/2025	52,935.00		056165		52,935.00
00884	OJAI TERMITE & PEST CONTROL, I							
I-272599	Monthly Squirrel 11311 Santa A	R	7/09/2025	185.00		056166		185.00
00168	OJAI VALLEY NEWS							
I-13650	Legal Notice CCR	R	7/09/2025	59.28		056167		59.28
00169	OJAI VALLEY SANITARY DISTRICT							
I-27303	Cust#52921	R	7/09/2025	64.14		056168		64.14
01439	PRECISION POWER EQUIPMENT							
I-16851	SP Plug & A Filter - TP	R	7/09/2025	60.98		056169		
I-16852	Air Filter & Fuel Filter - TP	R	7/09/2025	84.84		056169		
I-16854	Oil Change & Sp Plug - TP	R	7/09/2025	84.22		056169		
I-16859	Service GX120 Waterpump - TP	R	7/09/2025	208.42		056169		
I-16860	Service GX200 Powerwash - TP	R	7/09/2025	196.98		056169		
I-16862	Filters & Parts Freight - TP	R	7/09/2025	103.93		056169		
I-16863	Fuel Filter & Service Labor	R	7/09/2025	132.25		056169		
I-16871	Oil Change & Air Filter - TP	R	7/09/2025	80.30		056169		
I-24249	Service MS210 Saw - TP	R	7/09/2025	204.41		056169		
I-24250	Service MS290 Saw	R	7/09/2025	212.28		056169		1,368.61
05848	Public Risk, Innovation, Solut							
I-26100026	Excess Workers Comp Insurance	R	7/09/2025	245,101.00		056170		245,101.00
03554	J. Harris Industrial Water Tre							
I-2310228	Water Softner Service - WP	R	7/09/2025	62.58		056171		62.58
02756	SC Fuels							
I-IN-0000152745	Gas & Diesel - DO	R	7/09/2025	6,782.93		056172		6,782.93
03669	Sierra Traffic Service, Inc.							
I-48145	Traffic Control 06/16/25	R	7/09/2025	1,936.25		056173		1,936.25
00215	SOUTHERN CALIFORNIA EDISON							
C-050525	Acct#700009638309	R	7/09/2025	34.22CR		056174		
I-060425	Acct#700009638309	R	7/09/2025	24.09		056174		
I-070325a	Acct#700598317666	R	7/09/2025	40.17		056174		
I-070325b	Acct#700030209177	R	7/09/2025	20,841.38		056174		
I-070325c	Acct#700029026585	R	7/09/2025	2,297.28		056174		
I-070325d	Acct#700028735181	R	7/09/2025	17,770.38		056174		
I-070325e	Acct#700009638309	R	7/09/2025	22.95		056174		40,962.03

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01959	The Wharf							
I-432528	Uniform Shirts & Pants - EM	R	7/09/2025	585.24		056175		
I-435247	Uniform Shirts - UT	R	7/09/2025	222.88		056175		808.12
02784	United Rentals							
I-248261191-001	Alum Vic Pipe & Clamp Rent -TP	R	7/09/2025	11,064.40		056176		11,064.40
00825	USA BLUEBOOK							
I-INV00751826	Total CI2 Chemkey - LAB	R	7/09/2025	63.17		056177		
I-INV00752380	Hach Free/Total Ammonia	R	7/09/2025	3,811.06		056177		3,874.23
00251	VENTURA COUNTY STAR							
I-0007152869	Public Notice - LCRA & MGNT	R	7/09/2025	242.98		056178		242.98
09955	VENTURA WHOLESALE ELECTRIC							
I-321658	Fittings - WP	R	7/09/2025	46.72		056179		46.72
00250	COUNTY OF VENTURA							
I-IN0267785	CUPA Fees - Signal	R	7/09/2025	744.14		056180		
I-IN0267786	CUPA Fees - Heidelberg	R	7/09/2025	744.14		056180		
I-IN0267787	CUPA Fees - San Antonio Plant	R	7/09/2025	1,344.27		056180		
I-IN0267788	CUPA Fees - Mutual Plant	R	7/09/2025	1,044.20		056180		3,876.75
01283	Verizon Wireless							
I-6117647006	Monthly Cell Charges - DO	R	7/09/2025	3,530.33		056181		
I-6117647323	Monthly Cell Chages - LCRA	R	7/09/2025	826.57		056181		4,356.90
06056	Ameriflex							
I-DPC202507072441	Dependant Care	R	7/09/2025	576.93		056182		
I-FSA202507072441	FSA Deduction	R	7/09/2025	1,141.98		056182		1,718.91
02587	A&M LAWNMOWER SHOP							
I-55458	Weed Wacker Repair - MAINT	R	7/16/2025	438.51		056183		438.51
01325	Aflac Worldwide Headquarters							
I-655369	Supplemental Insurance 07/25	R	7/16/2025	3,793.20		056184		3,793.20
00010	AIRGAS USA LLC							
I-5517723885	Gas Cylinder Rental - PL	R	7/16/2025	497.95		056185		
I-5517724076	Gas Cylinder Rental - PL	R	7/16/2025	123.24		056185		621.19
09569	ALLCABLE							
I-4049103	24/4PR CAT6 Plenum Black	R	7/16/2025	150.22		056186		150.22

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 7/03/2025 THRU 7/16/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03044	Amazon Capital Services							
I-13RD-XCR1-HDDR	Safety Glasses - PL	R	7/16/2025	65.18		056187		
I-17MD-GQJT-KFRC	Trash Bags & Paper Towel - PL	R	7/16/2025	110.49		056187		
I-1CGF-NXDT-1L96	3V Batteries - ADM	R	7/16/2025	7.26		056187		
I-1K3C-QKRM-694J	Screwdriver Set - IT	R	7/16/2025	30.56		056187		
I-1NW7-LTQT-XM9G	Ink Cartridge - ADM	R	7/16/2025	262.78		056187		
I-1TX6-HHHF-CWXL	HP Printer - O&M	R	7/16/2025	803.18		056187		1,279.45
00014	AQUA-FLO SUPPLY							
I-SI2566124	90 Ell & Brass Bushing - PL	R	7/16/2025	242.64		056188		
I-SI2566132	Adapters & PVC Cement - UT	R	7/16/2025	164.66		056188		
I-SI2568088	Brass Nipple - UT	R	7/16/2025	92.87		056188		
I-SI2568110	2" & 1" Ball Valve & Brass Nip	R	7/16/2025	200.79		056188		700.96
01703	ARNOLD LAROCHELLE MATTHEWS							
I-12584	Meeter #5088-001	R	7/16/2025	2,944.00		056189		2,944.00
00018	AT & T MOBILITY							
I-287294256431X0725	Acct#287294256431	R	7/16/2025	864.87		056190		864.87
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S3232395.001	STD Reducing Tee & Slip On Fla	R	7/16/2025	234.80		056191		234.80
05797	Baron Industries							
I-01 717005	SM Wheel Chock - PL	R	7/16/2025	113.71		056192		113.71
04021	Blankinship, a Bowman Company							
I-503402	SIP Exception/NPDES Permit	R	7/16/2025	698.75		056193		698.75
00756	BOARD OF EQUALIZATION							
I-063025	Use Tax Return 15300115	R	7/16/2025	1,785.00		056194		1,785.00
01295	BSN CONSTRUCTION							
I-071525	Asphalt Patching - ENG	R	7/16/2025	4,014.92		056195		4,014.92
00463	Cal-Coast Machinery							
I-9844422	Grass Mulching - Unit J01	R	7/16/2025	39.16		056196		
I-987477	Breakaway Coupler - Unit 113	R	7/16/2025	229.51		056196		268.67
09182	CALPERS							
I-100000017969587	Unfunded Accrue Liab 07/25	R	7/16/2025	93,794.00		056197		
I-100000017969596	Unfunded Accrue Liab 25/26	R	7/16/2025	31,667.00		056197		125,461.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03021	Central Communications							
I-000036-848-841	Call Center 06/25	R	7/16/2025	329.70		056198		329.70
00511	Community Memorial Health Cent							
I-070225	Drug Screening - WP	R	7/16/2025	925.00		056199		925.00
00061	COMPUWAVE							
I-SB02105160	Cisco 1140 ASA Firewall - IT	R	7/16/2025	4,427.39		056200		4,427.39
06363	Consolidated Overhead Door & G							
I-i87639	50% Garage Doors - WP	R	7/16/2025	8,267.00		056201		8,267.00
00719	CORELOGIC INFORMATION SOLUTION							
I-82255784	Realquest Subscription	R	7/16/2025	137.50		056202		137.50
01764	DataProse, LLC							
I-DP2503350	UB Mailing 06/25	R	7/16/2025	4,421.89		056203		4,421.89
00740	DELL MARKETING L.P.							
I-10824451413	Dell Pro Slim Plus - ADM	R	7/16/2025	1,142.95		056204		1,142.95
02544	Department of Justice							
I-830354	Fingerprinting - WP/LCRA	R	7/16/2025	637.00		056205		637.00
06127	Dion & Sons, Inc							
I-SP29062	Pump Plants Oil - EM	R	7/16/2025	3,507.05		056206		3,507.05
00095	FAMCON PIPE & SUPPLY							
I-S100144171.003	Cla-Val Screen - PL	R	7/16/2025	30.14		056207		
I-S100153183.001	6" & 4" Gate Valve - PL	R	7/16/2025	22,790.63		056207		
I-S100157884.001	6" Victaulic #77 Coupling	R	7/16/2025	327.11		056207		
I-S100158194.001	Ci Companion Flange & Brass Ni	R	7/16/2025	371.84		056207		
I-S100158886.001	Probe Stainless Steel & Shovel	R	7/16/2025	140.39		056207		
I-S100158957.001	2" Ball Valve - PL	R	7/16/2025	2,458.17		056207		
I-S100158960.002	Clamp, Saddle, & Gaskets - UT	R	7/16/2025	1,441.33		056207		
I-S100159082.001	2" Adapter MIP X PVC - PL	R	7/16/2025	910.43		056207		28,470.04
00099	FGL ENVIRONMENTAL							
I-510747A	Nitrate Monitoirng 06/24/25	R	7/16/2025	67.00		056208		
I-511132A	Nitrate Monitoring 07/01/25	R	7/16/2025	89.00		056208		
I-511133A	OWS-Wells Water Quality 07/01	R	7/16/2025	137.00		056208		293.00
05885	FluidSecure							
I-10020	Annual Fluid Secure	R	7/16/2025	4,245.00		056209		4,245.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00115	GRAINGER, INC							
I-9566447299	Foil Tape & Gasket Sheet - EM	R	7/16/2025	283.40		056210		283.40
00746	GREEN THUMB INTERNATIONAL							
I-542102	Plants - PR	R	7/16/2025	108.54		056211		108.54
02217	Greg Rents							
I-75996-1	Concrete Mix - WP	R	7/16/2025	373.49		056212		373.49
02275	H2O Solutions, LLC							
I-062625	Inspect/Clean Reservoirs	R	7/16/2025	2,685.00		056213		2,685.00
04022	Hamner, Jewell & Associates							
I-204846	Ventura-SB Row Srvs - ENG	R	7/16/2025	4,762.50		056214		4,762.50
05799	Jack Henry & Associates Inc.							
I-5001484	RemitPlus Express - ADM	R	7/16/2025	250.00		056215		250.00
09756	Low Price Auto Glass							
I-25896	Replacer Repair Glass -Unit 11	R	7/16/2025	400.00		056216		400.00
00151	MEINERS OAKS ACE HARDWARE							
I-118651	Cable Ties & Batteries - IT	R	7/16/2025	15.44		056217		
I-120130	Duster Swiffer & Toilet Cleaners	R	7/16/2025	111.53		056217		
I-120375	Outlet Box & Fuse Micro Oven	R	7/16/2025	18.70		056217		
I-120404	Gloves & Toilet Seat El - LCRA	R	7/16/2025	132.71		056217		
I-120445	Drywall Screwgun - LCRA	R	7/16/2025	254.16		056217		
I-120589	Duct Tape & Saw Blade - LCRA	R	7/16/2025	38.78		056217		
I-120593	Ace Metallic Chrome - MAINT	R	7/16/2025	22.23		056217		
I-120621	Square Plug Glv - LCRA	R	7/16/2025	7.99		056217		
I-120792	Steel Bypass Lopper & Gloves	R	7/16/2025	65.58		056217		
I-120923	Insect Bait - UT	R	7/16/2025	13.26		056217		
I-120924	M18 Fule Impwrench - UT	R	7/16/2025	268.11		056217		
I-120997	Utility Knife & Gloves - WP	R	7/16/2025	103.15		056217		
I-121114	Big Blaster & Lubricant - UT	R	7/16/2025	33.13		056217		
I-121136	Oil Evap, Bolts & Screws - LAB	R	7/16/2025	52.17		056217		
I-121213	Ball Valve & Lube - UT	R	7/16/2025	162.53		056217		
I-121214	Leaf Rake & Tape - MAINT	R	7/16/2025	68.84		056217		1,368.31
03444	Mission Linen Supply							
C-524239472	CR Inv 524051973	R	7/16/2025	40.00CR		056219		
I-523999904	Uniform Pants - PL	R	7/16/2025	60.00		056219		
I-524051973	Uniform Pants - PL	R	7/16/2025	51.30		056219		
I-524172169	Uniform Pants - PL	R	7/16/2025	51.30		056219		
I-524172170	Uniform Pants - MAINT	R	7/16/2025	28.57		056219		
I-524172173	Uniform Pants - TP	R	7/16/2025	68.61		056219		219.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01876	NALCO COMPANY							
C-6603481228b	Accrue Use Tax	R	7/16/2025	156.95		056220		
D-6603481228a	Accrue Use Tax	R	7/16/2025	156.95		056220		
I-6603481228	Nalco Reclaim Polymer - TP	R	7/16/2025	2,164.79		056220		2,164.79
01570	Ojai Auto Supply							
I-6621723	Tow Socket - PL	R	7/16/2025	21.93		056221		21.93
00165	OJAI LUMBER CO, INC							
I-2507-849368	Roxul Insulation - WP	R	7/16/2025	874.87		056222		874.87
00168	OJAI VALLEY NEWS							
I-13807	Ad 07/11/25	R	7/16/2025	183.00		056223		
I-13808	Online Web Subscription	R	7/16/2025	780.78		056223		963.78
00169	OJAI VALLEY SANITARY DISTRICT							
I-27225	Cust#20594	R	7/16/2025	352.78		056224		352.78
06395	Cody Pletcher							
I-071125	American Red Cross Training	R	7/16/2025	599.15		056225		599.15
01439	PRECISION POWER EQUIPMENT							
I-72958	Two Face Mask Weedeating	R	7/16/2025	148.68		056226		148.68
05911	Provost & Pritchard Consulting							
I-121251	Ave #1 PP Concrete Repair	R	7/16/2025	5,042.20		056227		5,042.20
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-20195	Gas Tank Inspection - DO	R	7/16/2025	275.00		056228		
I-20196	Gas Tank Inspection - LCRA	R	7/16/2025	275.00		056228		550.00
00788	QUINN COMPANY							
I-PC010461179	Element-Prim - Unit 139	R	7/16/2025	42.22		056229		
I-WO110114392	Service Lift Truck - Unit 242	R	7/16/2025	735.49		056229		777.71
00306	Rincon Consultants, Inc.							
I-66773	Casitas-OWS Consolidarion CEQA	R	7/16/2025	21,905.99		056230		21,905.99
03556	Safety Tek Industries							
I-104933	Confined Space Rescue - TP	R	7/16/2025	8,062.07		056231		8,062.07
01109	SALVADOR LOERA TRANSPORTATION							
I-15348	Fill Sand Mutual Yard	R	7/16/2025	894.59		056232		894.59

VENDOR SET: 01 Casitas Municipal Water D

BANK: AP ACCOUNTS PAYABLE

DATE RANGE: 7/03/2025 THRU 7/16/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00048	STATE OF CALIFORNIA							
I-070125a	State Water Plan Payment CV-CM	R	7/16/2025	186,324.75		056233		186,324.75
00048	STATE OF CALIFORNIA							
I-070125b	State Water Plan Payment UWCD	R	7/16/2025	65,255.25		056234		65,255.25
06091	RedNova Labs, Inc.							
I-1414514	StorEDGE FMS/Website Pro	R	7/16/2025	170.10		056235		170.10
00641	SWRCB-ELAP Fees							
I-EA-RE-0126-1696	ELAP Renewal App \$ Fee	R	7/16/2025	4,615.00		056236		4,615.00
00499	Taft Electric Company							
I-32988	Emergency Generetor Rincon-ENG	R	7/16/2025	9,894.34		056237		9,894.34
01959	The Wharf							
C-436766	Shipping - UT	R	7/16/2025	0.03CR		056238		
I-435248	Uniform Shirts - UT	R	7/16/2025	266.12		056238		266.09
01512	TRENCH SHORING COMPANY							
C-1119991 PD	CR 29501	R	7/16/2025	2,338.00CR		056239		
I-RI20482754	Delivery Fee - PL	R	7/16/2025	300.00		056239		
I-RI20482756	Delivery Fee and Rental Plates	R	7/16/2025	733.40		056239		
I-RI20490213	Monthly Rental - PL	R	7/16/2025	358.40		056239		
I-RI20497720	Monthly Rental - PL	R	7/16/2025	358.40		056239		
I-RI20506143	Monthly Rental - PL	R	7/16/2025	358.40		056239		
I-RI20513953	Monthly Rental - PL	R	7/16/2025	358.40		056239		129.00
00225	UNDERGROUND SERVICE ALERT							
I-24-254183	Regulatory Costs - ENG	R	7/16/2025	95.12		056240		
I-620250115	CAS01 New Ticket Charges	R	7/16/2025	296.75		056240		391.87
06284	Ventura Medtech Solutions, LLC							
I-VMS-2003	Annual Autoclave Maint - LAB	R	7/16/2025	1,275.00		056241		1,275.00
00247	County of Ventura							
I-395568	Encroachment Permit PE25-0564	R	7/16/2025	420.00		056242		
I-395667	Encroachment Permit PE23-0556-	R	7/16/2025	245.00		056242		
I-396381	Encroachment Permit PE25-0605	R	7/16/2025	420.00		056242		
I-396387	Encroachment Permit PE25-0248	R	7/16/2025	245.00		056242		1,330.00
02854	Water Works Engineers, LLC							
I-16642	Ven-SB Intertie - ENG	R	7/16/2025	1,671.68		056243		1,671.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06271	WhizCom Marketing LLC							
I-1094	CCR Graphic Design Service -PR	R	7/16/2025	2,090.00		056244		2,090.00
05869	Wingate Earthworks Inc.							
I-071525	Asphalt Patching - ENG	R	7/16/2025	4,181.53		056245		4,181.53

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	109	1,149,313.75	0.00	1,149,313.75
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	17	445,146.94	170.00CR	444,976.94
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			126	1,594,460.69	170.00CR	1,594,290.69
BANK: AP	TOTALS:		126	1,594,460.69	170.00CR	1,594,290.69
REPORT TOTALS:			126	1,594,460.69	170.00CR	1,594,290.69

Adjudication Charge Fund Account

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

Adj. Checks: 000143-000144

Adj. Draft 001200

Voids:



Janyne Brown, Chief Financial Officer

VENDOR SET: 01 Casitas Municipal Water D
 BANK: ADJ ADJUDICATION ACCOUNT
 DATE RANGE: 7/03/2025 THRU 7/16/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04051	Catalyst Environmental Solutio							
I-CMWD-1	Environmental Permitting Suppo	R	7/16/2025	2,618.75		000143		2,618.75
05744	Kear Groundwater							
I-3643	Expenses Related to ADJ	R	7/16/2025	4,735.00		000144		4,735.00
02475	Rutan & Tucker, LLP							
I-1033123	Adjudication Litigation 04-05	D	7/09/2025	16,690.38		001200		16,690.38

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	7,353.75	0.00	7,353.75
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	16,690.38	0.00	16,690.38
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: ADJ	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	24,044.13	0.00	24,044.13
BANK: ADJ		TOTALS:	3	24,044.13	0.00	24,044.13
REPORT TOTALS:			3	24,044.13	0.00	24,044.13

Minutes of the
Casitas Municipal Water District
July 9, 2025
Board of Directors Meeting

1. CALL TO ORDER

President Kaiser called the meeting to order at 5:00 p.m.

2. ROLL CALL

Directors Cole, Brennan, Bergen, and Kaiser are present. Director Hajas is absent. Also present are AGM Dyer, EA Vieira, and Counsel McNulty. GM Flood is attending via Zoom.

3. PLEDGE OF ALLEGIANCE

Director Kaiser requested a moment of silence for those that perished in the floods and Director Brennan led the pledge of allegiance.

4. AGENDA CONFIRMATION

AGM Dyer informed the board that there is no need for the closed session item.

5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - Three-minute limit.

None

6. CONSENT AGENDA

6.a Accounts Payable Report.
[Accounts Payable Report.pdf](#)

6.b Minutes of the June 25, 2025 Special Meeting.
[062525 Special Mtg Minutes.pdf](#)

6.c Minutes of the June 25, 2025 Regular Board Meeting.
[6 25 2025 Min.pdf](#)

The Consent Agenda was offered by Director Brennan, seconded by Director Cole, and adopted by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	Hajas

7. ACTION ITEMS

- 7.a Adopt Resolutions 2025-14, 2025-15, and 2025-16 accepting Tentative Agreements between the District and SEIU General, Recreation, and Supervisory & Professional Units.
[Board_Memo_for_SEIU_Agreements_070925.pdf](#)
[TA for successor MOU with SEIU Local 721 \(General Unit\)\(Draft 2\) CJTdi.pdf](#)
[Reso TA Gen Unit.pdf](#)
[TA for successor MOU with SEIU Local 721 \(Recreation Unit\)\(Draft 1\) CJTdi.pdf](#)
[Reso TA Rec Unit.pdf](#)
[TA for successor MOU with SEIU Local 721 \(Supervisory & Professional Unit\) \(Draft 1\) CJTdi.pdf](#)
[Reso TA Sup Unit.pdf](#)

The resolutions were offered by Director Brennan, seconded by Director Cole, and adopted by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	Hajas

Resolutions are numbered 2025-14, 2025-15, and 2025-16

- 7.b Authorize the General Manager to sign a Purchase Order Contract to Pacific Coatings, LLC, for the Robles Canal Crack Seal Repair in an amount not to exceed \$149,854.32.
[Board Memo for Robles Canal Panels Crack Seal.pdf](#)
[Casitas Estimate 1034 583 gallons 2025 \(1\).pdf](#)

On the motion of Director Cole, seconded by Director Bergen, the above recommendation was approved by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser
NOES:	Directors:	None
ABSENT:	Directors:	Hajas

8. INFORMATION ITEMS

- 8.a State Water Project Intertie Report.
[SWP Intertie Project Cost 6-30-25.pdf](#)
- 8.b Investment Report.
[Investment Report FY2025 June.pdf](#)
- 8.c Consumption Report.
[Consumption 2024-2025.pdf](#)

- 8.d April Financial Statements.
[Financial Statements 4-30-2025 Summary.pdf](#)

The information items were received.

9. GENERAL MANAGER COMMENTS

GM Flood reported that the last class of lifeguards were trained, and we are completely staffed for the season. The 4th of July was busy, and things are going well at the park.

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Brennan reported that Julia will give a presentation on the intertie project at the AWA Water Issues meeting.

11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

Director Brennan congratulated President Kaiser on obtaining a new meeting record.

President Kaiser announced there was no need for the Closed Session.

12. CLOSED SESSION

- 12.a CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1). Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al; and City of San Buenaventura v. Duncan Abbott, et al., Cross Complaint Superior Court of the State of California, County of Los Angeles, Case No. 19ATCP01176.

Closed Session was not held.

13. ADJOURNMENT

President Kaiser adjourned the meeting at 5:09 p.m.

Brian Brennan, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

SUBJECT: DENY A DAMAGE CLAIM FILED BY SIMON CLIFFORD (303 TRAILSIDE CT. THOUSAND OAKS 91320) AGAINST THE DISTRICT IN THE AMOUNT OF \$530.02.

DATE: 07/18/25

RECOMMENDATION:

Deny a claim filed by Simon Clifford in the amount of \$530.02.

BACKGROUND:

In March 2025, the District received the attached damage claim from Simon Clifford (Trailside Ct Thousand Oaks 91320) regarding water damage to their tire in the amount of \$530.02.

After a review of the damage claim, I instructed the Executive Administrator to notify the Mr. Clifford that the damage claim is denied.

When informed of the damage claim denial, the Mr. Clifford asked to appeal the decision to the Board of Directors.

ANALYSIS:

Upon review of Mr. Clifford's damage claim, it is alleged that the tire damage occurred on his vehicle due to a piece of metal sticking up out of the pavement in a marked area near the exit lane of the Lake Casitas Recreation Area.

Despite the area being clearly marked as being restricted to vehicle passage, Mr. Clifford made the decision to drive through the area thus risking damage such as this.

Attached are:

1. Simon Clifford's Damage Claim

**CASITAS MUNICIPAL WATER DISTRICT
CLAIM FORM**

Claimant must show:

Today's Date: March 18th 2025

Name Simon Clifford

Address
303 Trailside Ct. Thousand Oaks, CA 91320

PO Box or address to which claimant wants notices to be sent
Same

Date of circumstance or occurrence
March 17th 2025 12:00pm

Place of circumstance or occurrence
Lake Casitas-Main Exit

Other circumstances which gave rise to the claim

We are camping with our RV at the lake Site F21 from March 15-20. I was exiting the park using the marked exit lane. I drove over the speed bumps and anti back-up spikes. Just past the Exit line a vehicle was stopped. I turned slightly to the left to pass and complete my exit. Approximately 10 seconds later, my vehicle tire pressure sensor alerted me that i had a puncture in my rear driver-side tire. Pressure dropped very fast and by the time I got onto Route 150 it was down from 80psi to 15psi. I pulled over and used my on-board air to blow it up. I had to do this every 1/2mile or so, until I could find a tire shop. I was advised that the tire was irreparable as a large chunk had been cut out of the tread.

I had the spare put on. When I returned to the park, I went over to the exit lane and found that there was an exposed bolt approximately 3/4" above the surface with a sharp washer, angle up facing the exiting traffic. This spike/bolt was left after a curb stop had broken off and had been removed. Due to the obstruction by the parked vehicle -it was pretty obvious that i had driven over this hazard and it had caused the damage to my tire. Approx 6 feet in front there was a large chunk of tire rubber that I can only assume had been ripped off another tire. I met with the Ranger on duty and showed him the damage to my tire and the spike/bolt in the ground-he then provided me with a claim form.

General description of indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim:

Cost to replace destroyed tire and return my vehicle to the before incident condition.

Receipt for tire, mounting and balancing attached,

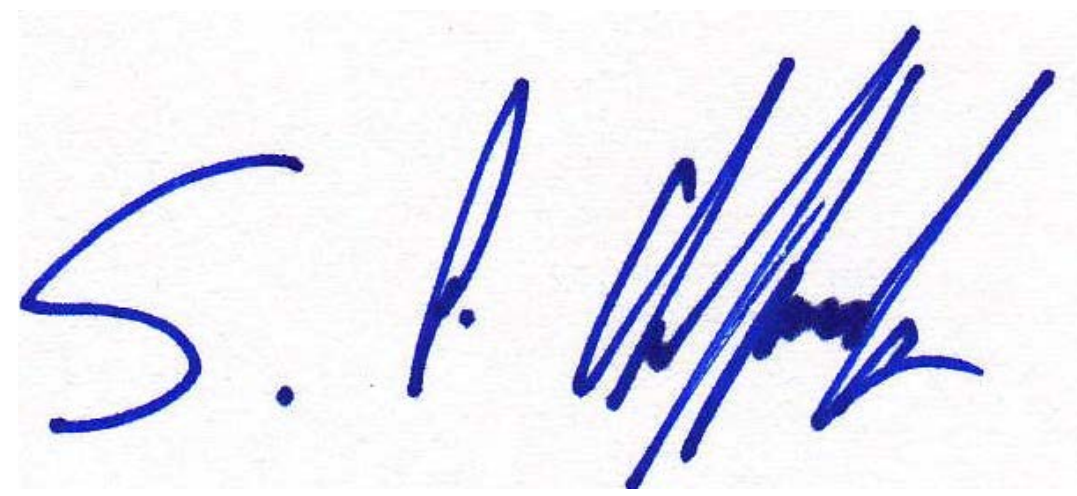
Additional pictures attached

Name or names of public employees causing the injury, damage, or loss if known.

N/A

The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss insofar as it may be known at the time of the claim together with the basis of computation of the amount claims. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim; however, it shall indicate whether jurisdiction over the claim would rest in municipal or superior court.

\$530.02



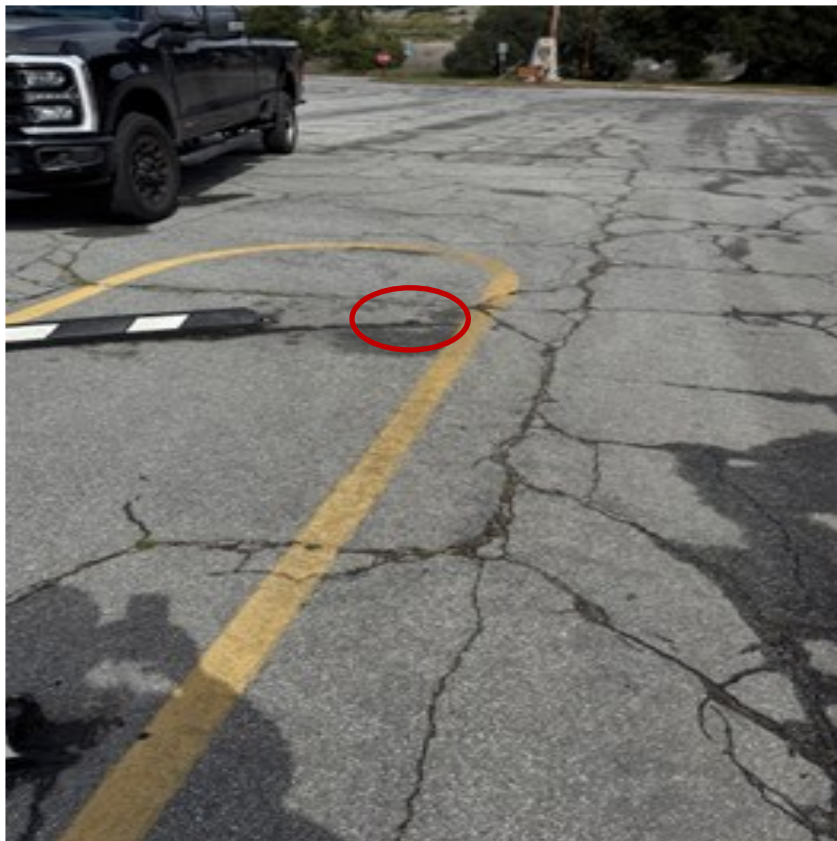
Signature

March 18th 2025

Date



View Looking Past Exit-Santa Ana Road Ahead



Missing Curb Stop



Bolt and washer above grade



Chunk of tire rubber juts past hazard



Looking back towards exit



Damage to Tire



FIND STORE HOURS
AND LOCATIONS ONLINE
BIGBRANDTIRE.COM

Start Time: 3/18/2025 8:21:13 AM
Promised Time: 3/18/2025 3:30:00 PM

Estimate#: 1021-6217549

Customer Information

TEKMAR
Cust#: ED-10693430
927 HUTASH ST
SANTA BARBARA, CA 93103
Phone: (805) 452-5052
Email: SIMON@TEKMARLTD.COM

Vehicle Information

2024 FORD F350 XL
Engine: 6.7L V8 F 32V
Plate: TEKMAR CA
VIN Number: 1FT8W3BM5REC74300
Miles: 15471

Store Location

SANTA BARBARA #1021
225 S MILPAS ST
SANTA BARBARA CA 93103
Phone: (805) 465-5988
Started By: ANTONIO B. (AB706)
BAR#: ard300628
EPA#: CAL000464184

Brand	Part	Description	Tech	Salesperson	Price	Qty	Total
BRI	009678	US AUTO FORCE OUTSIDE PURCHASE - LT275/65R20E 126S DUELER AT ASCENT BSW BRI		AB706	\$407.99	1	\$407.99

Minimum Mileage Warranty: 60,000

***** CONSUMER ADVISORY ***** THIS IS A "S" RATED TIRE. IT HAS A MAXIMUM SPEED OF 112 MPH. IT HAS "S" RATED HANDLING CHARACTERISTICS.
CONSULT YOUR OWNERS MANUAL FOR THE PROPER SPEED RATING RECOMMENDED FOR YOUR VEHICLE. CUSTOMERS INITIALS -----

CDF	CDF	TIRE RECYCLING		AB706	\$5.50	1	\$5.50
LBR	WBRF	ROAD FORCE WHEEL BALANCE		AB706	\$24.75	1	\$24.75
SHP	WW	PREMIUM WHEEL WEIGHTS		AB706	\$4.50	1	\$4.50
STF	STF	CALIF. STATE TIRE FEE		AB706	\$1.75	1	\$1.75

I have been informed of the benefits of BBT's Tire Maintenance Certificate program. ALL-WHEEL DRIVE VEHICLE NOTICE - Most manufacturers recommend the rolling radius of all 4 tires must be the same. Tires should be replaced in sets of 4 to match brand, size, design and tread depth. Please consult your owners manual for the Original Equipment Vehicle Manufacturers recommendations. TWO TIRE PURCHASE ONLY - SAFETY ADVISORY - The Tire Association Council states that if only two new tires are installed on the front of a vehicle, the rear worn tires could loose their grip under load or slippery conditions causing loss of control.

LBR	MD	MOUNT OR DISMOUNT		AB706	\$16.50	1	\$16.50
LBR	WBRF	ROAD FORCE WHEEL BALANCE		AB706	\$25.00	1	\$25.00
SHP	WW	PREMIUM WHEEL WEIGHTS		AB706	\$4.50	1	\$4.50
LBR	UCI	REPLACE TIRE ON SPARE TO LOOSE WHEEL. PASSENGER REAR GEYING NEW TIRE. AND THEN TIRE COMMING GOING TO SPARE.		AB706	\$0.00	1	\$0.00



FIND STORE HOURS
AND LOCATIONS ONLINE
BIGBRANDTIRE.COM

Start Time: 3/18/2025 8:21:13 AM
Promised Time: 3/18/2025 3:30:00 PM

Estimate#: 1021-6217549

Customer Information	Vehicle Information	Store Location
TEKMAR Cust#: ED-10693430 927 HUTASH ST SANTA BARBARA, CA 93103 Phone: (805) 452-5052 Email: SIMON@TEKMARLTD.COM	2024 FORD F350 XL Engine: 6.7L V8 F 32V Plate: TEKMAR CA VIN Number: 1FT8W3BM5REC74300 Miles: 15471	SANTA BARBARA #1021 225 S MILPAS ST SANTA BARBARA CA 93103 Phone: (805) 465-5988 Started By: ANTONIO B. (AB706) BAR#: ard300628 EPA#: CAL000464184

Estimate Summary

Payment

Invoice Totals

	Parts:	\$422.49
	FET:	\$2.36
	Shop Fees:	\$0.00
	NonTax:	\$68.00
	Taxes:	\$37.17
I acknowledge below and receipt of this invoice	Total:	\$530.02

This estimate is based on our inspection at this time and does not cover additional parts and labor which may be required after the work has been started. After the work has started, worn or damaged parts which are not evident on first inspection may be discovered. This estimate cannot cover such contingencies. In cases where additional work is deemed necessary, customer authorization will be secured prior to commencement of that additional work. This estimate expires 15 days from date. I hereby authorize the repair work to be done along with the necessary material and hereby grant you and or your employees permission to operate the vehicle herein described on the streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Dealer not responsible for unavailability of parts or delays in parts shipments beyond dealers control not for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond our control. 12 months/12,000 miles for parts and labor. 3 months/3,000 miles for alignment warranties. See website for additional warranty details. All parts are new unless otherwise specified.

Customer Signature or Initials:

I acknowledge notice and oral approval of an increase in the original estimated price.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: 8950 OJAI SANTA PAULA ROAD WATER SERVICE
DATE: 07/15/2025

RECOMMENDATION:

- Review the request from the owner of 8950 Ojai Santa Paula Road for provision of water service and Casitas-owned facilities

BACKGROUND:

The property located at 8950 Ojai Santa Paula Road is within the Casitas service area; the attached Exhibit shows the property location. Prior to the Thomas Fire of 2017/2018, the property received water from the Happy Valley Foundation (HVF, aka Besant School) through an arrangement, which went through HVF's water meter.

The house on the property was destroyed by the Thomas Fire and the owner is seeking to rebuild and obtain their own water service. Initially, the owner and their engineer were directed by Engineering staff that a meter could be placed near the existing HVF meter and they would have to obtain an easement from HVF for the facilities required on the downstream side of the meter to get to their property. The line to their property must also cross Highway 150. During the encroachment permit process, the owner was informed by Caltrans that privately-owned facilities are not allowed within Caltrans right-of-way.

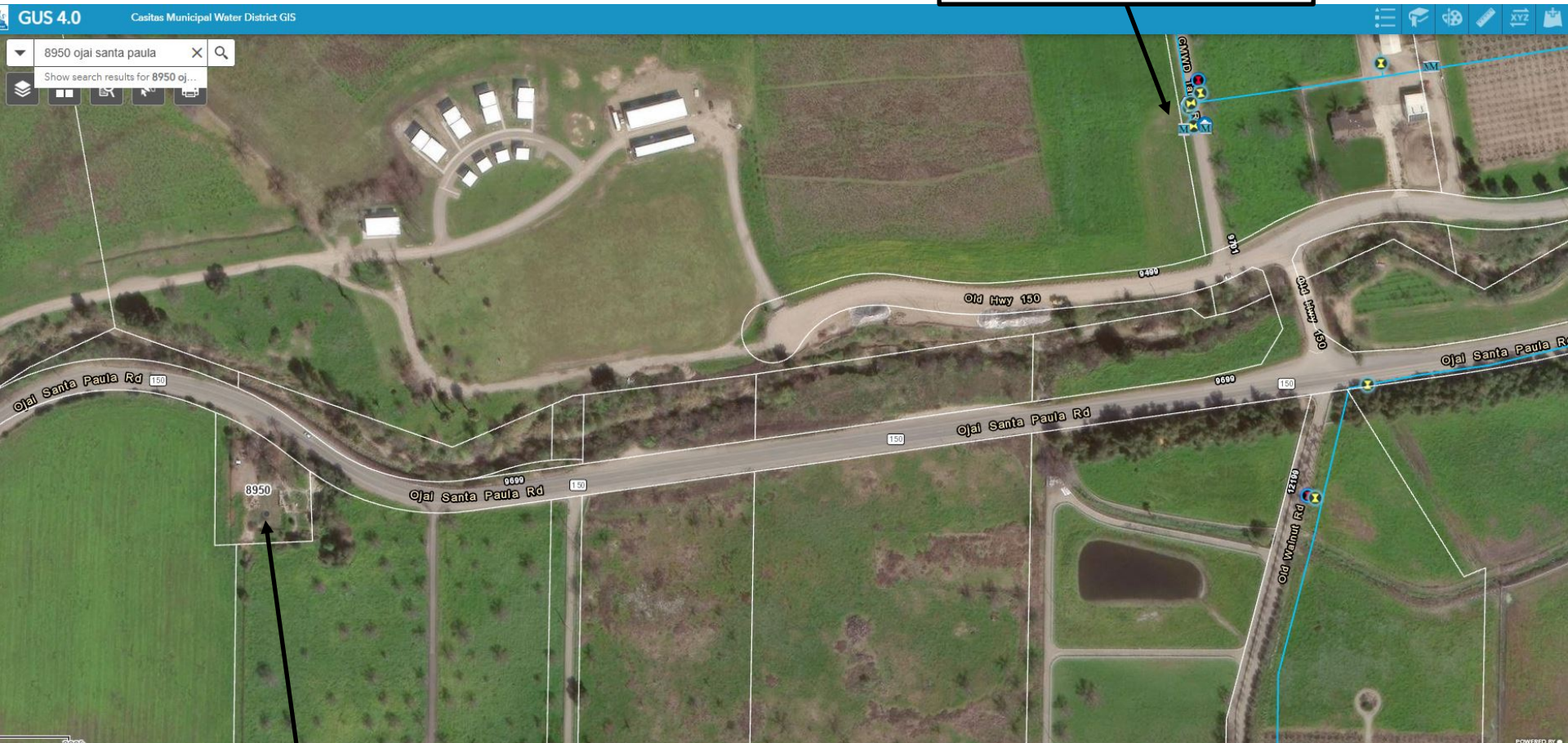
The owner is requesting Casitas own the portion of the pipeline under Highway 150 and has prepared the attached engineered drawings showing this for consideration. The 2-inch pipe would be placed within a 4-inch casing and valves would be installed at each end to isolate the Casitas segment.

FINANCIAL IMPACT:

The property owner would pay for all construction costs associated with the new facilities. The standard Customer Hires Contractor Letter agreement requires the property owner to be responsible for repairs/replacement for one year. After one year, Casitas will be responsible for ongoing maintenance for the portion under Highway 150.

Attachments: Property location exhibit
Design drawings for 8950 Ojai Santa Paula Road

Happy Valley
Foundation meter
location

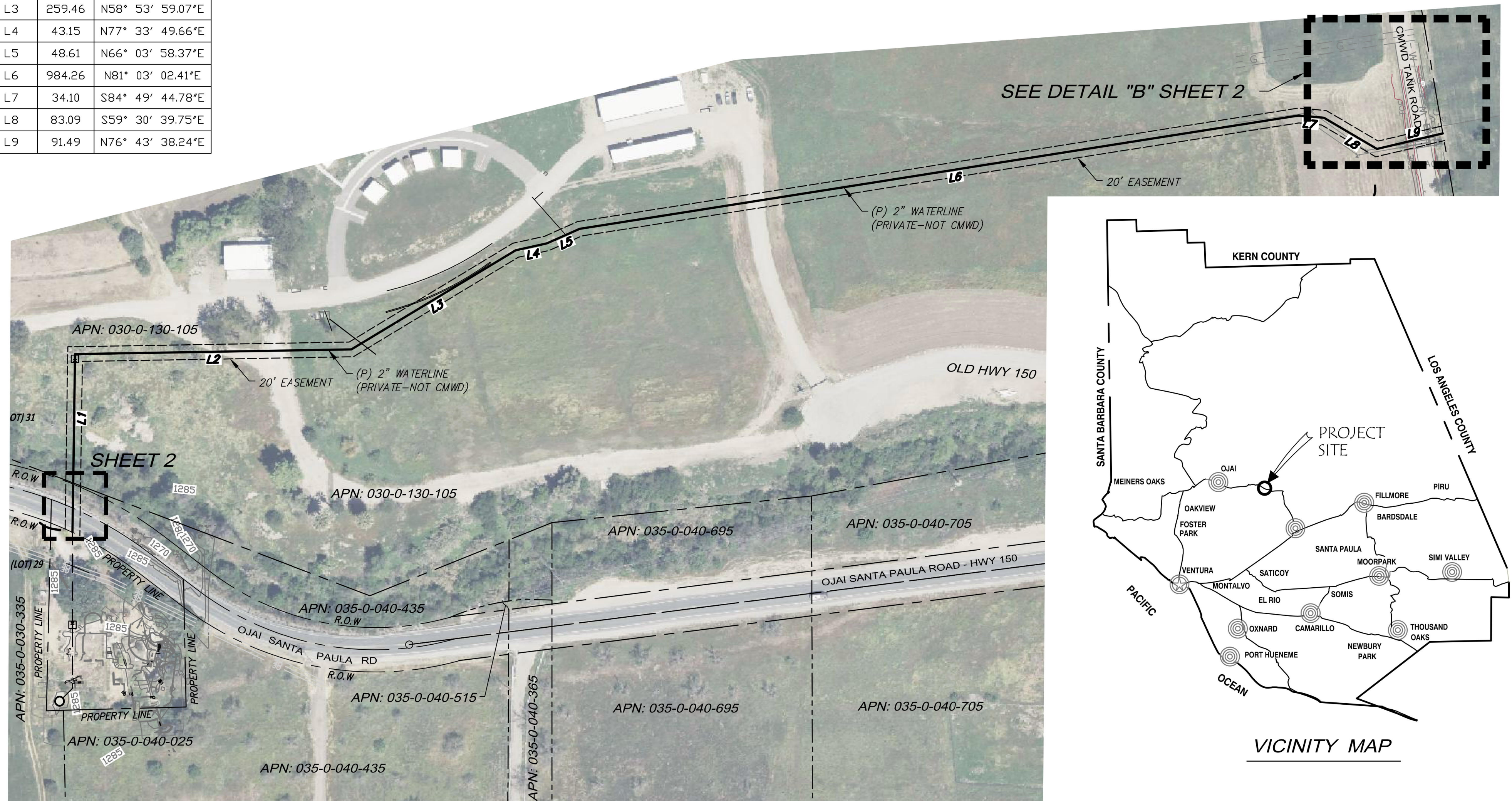


8950 Ojai Santa
Paula Road

↑
N
No scale

1. SCOPE: CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND PERFORM ALL OPERATIONS REQUIRED OR INCIDENTALLY NECESSARY TO PROVIDE A COMPLETE AND OPERABLE INSTALLATION AS SPECIFIED AND SHOWN ON THE PLANS.
2. DESCRIPTION OF WORK: THE WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
 - a. PROVIDE AND INSTALL ALL PIPING, FITTINGS, AND ASSOCIATED VALVES AND APPURTENANCES FOR AN OPERABLE DOMESTIC AND FIRE PROTECTION SYSTEM.
 - b. PROVIDE AND INSTALL 2,050 L.F 2" WATERLINE SCH 80.
 - c. INSTALL 1" CMWD APPROVED METER AND CUSTOMER ISOLATION VALVE (METER PROVIDED BY CMWD).
 - d. PROVIDE AND INSTALL OF 2" C901 PE PIPE (SDR9) WITHIN 4" HDPE CASING UNDER SR 150 PER DETAILS A, B +C, SHEET 2. (CMWD PIPELINE)
 - e. CERTIFY UNDERGROUND PIPING INSTALLATION PER INSPECTION WITH PROJECT ENGINEER AND DDW PERSONNEL. SAFETY AND VENTURA COUNTY FIRE PROTECTION DISTRICT.
 - f. PRESSURE TEST AND DISINFECT ANY AND ALL NEW DOMESTIC WATER SUPPLY PIPING PER AWWA C651 OR PER VENTURA COUNTY BUILDING CODE AND CMWD STANDARD SPECIFICATIONS.
3. ALL CONSTRUCTION ASPECTS, INCLUDING MATERIALS USED, MATERIAL STORAGE, INSTALLATION, INSPECTION, ETC., INCLUDING BEFORE, DURING AND AFTER CONSTRUCTION PHASE SHALL BE IN COMPLIANCE WITH CURRENT CASITAS WATER DISTRICT (CMWD) STANDARDS AND GENERAL CONSTRUCTION REQUIREMENTS. CMWD RESERVES THE RIGHT TO REJECT MATERIALS, EVEN AFTER INSTALLED, SHOULD THEY BE DEEMED NON-COMPLIANT. CMWD WILL REQUIRE TESTS AND CERTIFICATIONS AS DEEMED NECESSARY TO SHOW MATERIAL MEETS CMWD STANDARDS. CONTRACTOR IS RESPONSIBLE FOR AND WILL ENSURE THAT ALL MATERIALS USED DURING CONSTRUCTION ARE IN COMPLIANCE WITH CMWD STANDARDS.
4. ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE SECTIONS OF:
 - 4.a CASITAS MUNICIPAL WATER DISTRICT (CMWD) STANDARD DETAILS AND SPECIFICATIONS (CURRENT EDITION).
 - 4.b. AWWA STANDARDS
5. THE LOCATIONS OF EXISTING SUBSTRUCTURES HAVE BEEN TAKEN FROM RECORDS AVAILABLE AND THEIR APPROXIMATE LOCATIONS ARE SHOWN ON THE PLAN TO THE EXTENT THE INFORMATION IS KNOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXACT LOCATION AND PROTECT THEM.
6. CODES AND REGULATIONS: ALL SUBSTRUCTURES HAVE BEEN TAKEN FROM RECORDS AVAILABLE AND GOVERNING AUTHORITIES HAVING JURISDICTION. NOTHING IN THE PLANS OR SPECIFICATIONS SHALL BE DEEMED AS PERMISSION TO VIOLATE THESE CODES OR AUTHORITIES. CONTRACTOR SHALL VERIFY CONFORMANCE TO ALL CODES AND ORDINANCES.
7. MATERIALS: ALL MATERIALS SHALL BE NEW AND SHALL CONFORM TO THE CALL-OUTS ON THE PLANS AND THE PROVISIONS OF THE SPECIFICATIONS
8. GUARANTEES: ALL MATERIALS AND EQUIPMENT PROVIDED AND/OR INSTALLED UNDER THE SPECIFICATIONS SHALL BE GUARANTEED FOR A MINIMUM PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE OF THE WORK BY CMWD.
9. DIMENSIONS AND DESCRIPTIONS OF EXISTING APPURTENANCES (IF ANY), ARE APPROXIMATE AND ANY MAJOR DISCREPANCY SHOULD BE BROUGHT TO THE ENGINEER'S ATTENTION.
10. AFTER COMPLETION, THE AREAS SURROUNDING THE CONSTRUCTION SITE SHALL BE RESTORED TO THE CONDITION THEY WERE PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE TESTING OF THE SYSTEM PURSUANT TO CMWD STANDARDS. THE CONTRACTOR SHALL DEMONSTRATE TO CMWD THAT THE SYSTEM WILL OPERATE AS DESIGNED.
12. ALL ABOVE GROUND FITTINGS AND APPURTENANCES SHALL BE PRIMED AND PAINTED IN ACCORDANCE WITH CMWD STANDARDS.
13. PERMITS: CONTRACTOR SHALL SECURE ALL REQUIRED PERMITS FOR CONSTRUCTION AND COMPLY WITH THE REQUIREMENTS THEREIN.
14. CONTRACTOR SHALL PROVIDE RED-LINED MARKUPS TO ENGINEER. ENGINEER SHALL PROVIDE RECORD DRAWINGS TO CMWD PRIOR TO ACTIVATION OF SERVICE.
15. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING TO BE HELD AT THE SITE WITH CMWD AT LEAST ONE WEEK IN ADVANCE OF CONSTRUCTION.
16. ONLY CMWD STAFF SHALL OPERATE EXISTING VALVES.
17. CMWD TO INSTALL DOMESTIC METER.
18. CONTRACTOR SHALL PROVIDE ONE WEEKS' NOTICE FOR TIE-IN SO THE DISTRICT CAN NOTIFY IMPACTED CUSTOMERS. TIE-IN TO EXISTING SYSTEM SHALL NOT OCCUR UNLESS AND UNTIL ALL MATERIALS AND EQUIPMENT ARE ON-SITE AND VERIFIED BY CASITAS STAFF.
19. WORK WITHIN CALTRANS RIGHT-OF-WAY REQUIRES AN ENCROACHMENT PERMIT OR OTHER EXEMPT DOCUMENTATION.

Parcel Line Table		
Line #	Length	Direction
L1	174.64	N0° 49' 25.77"E
L2	373.94	N89° 01' 15.51"E
L3	259.46	N58° 53' 59.07"E
L4	43.15	N77° 33' 49.66"E
L5	48.61	N66° 03' 58.37"E
L6	984.26	N81° 03' 02.41"E
L7	34.10	S84° 49' 44.78"E
L8	83.09	S59° 30' 39.75"E
L9	91.49	N76° 43' 38.24"E



GRAPHIC SCALE: 1"=100'

SHEET INDEX	
SHEET	TITLE
1	OVERALL SITE PLAN, LOCATION MAP, VICINITY MAP, LEGEND, SHEET INDEX AND GENERAL NOTES
2	HIGHWAY 150 CROSSING PLAN AND PROFILE, DETAILS, AND CONSTRUCTION NOTES

A horizontal number line is shown with tick marks at 0, $\frac{1}{2}$, 1, and 2. The region between $\frac{1}{2}$ and 1 is shaded with a light gray background.

THIS BAR IS 2 INCHES AT FULL SCALE. IF NOT 2 INCHES, THEN SCALE ACCORDINGLY.

SCALE:

AMESTOY PROPERTY
LOCATION: 8950 OJAI SANTA PAULA ROAD
OJAI, CALIFORNIA

DRAWING NUMBER

SHEET NUMBER
1 OF 2



DREAMING  TREE CIVIL
1143 E. MAIN STREET VENTURA CA 93001

Heather
O'Connell

HEATHER M. O'CONNELL R.C.E. NO. 73119 EXP. 12-31-26 DATE



Know what's **below**.
Call before you dig.

NOTE: LOCATION OF PARCEL LINES SHOWN HEREIN ARE APPROXIMATE, PER COUNTY GIS. PARCEL LINE TABLE AND PIPELINE DATA PER WILLIAM MEAGHER.



DESIGNED

DRAWN:

CHECKED:

QA/QC:

CONSTRUCTABILITY:

REG. #:	EXP.:	DATE:
---------	-------	-------

APPROVED

APPROVED _____

APPROVED _____
OPERATIONS AND MAINTENANCE MANAGER

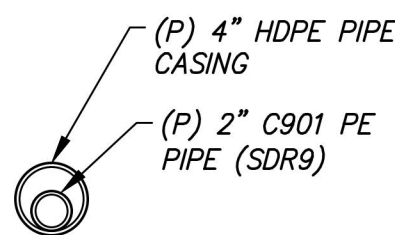
APPROVED _____
GENERAL MANAGER

LEGEND

- PROPOSED WATER LINE SIZE AS NOTED
EXISTING OVERHEAD ELECTRICAL
EXISTING EASEMENT
EXISTING WATER
PROPERTY LINE
CENTER LINE
(E) EXISTING
(P) PROPOSED

CONSTRUCTION NOTES:

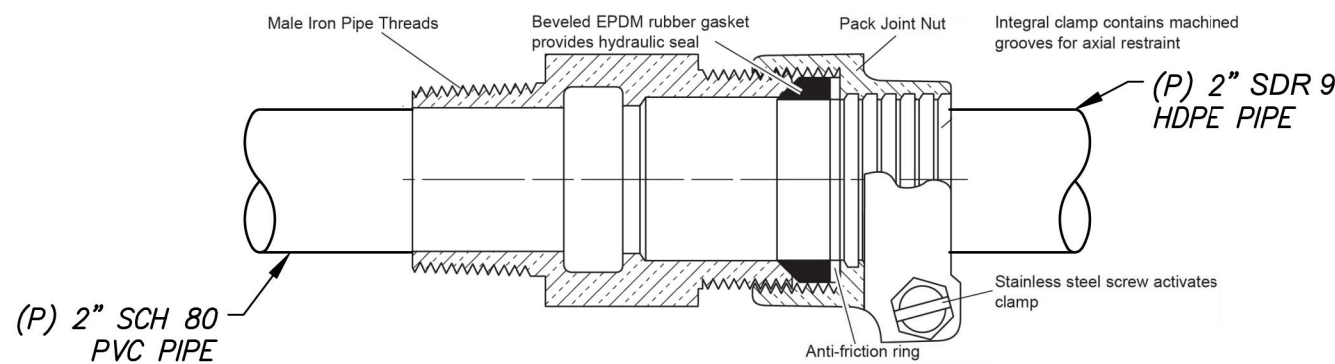
- NOTE:
1. ENCASEMENT ENDS SHALL BE PLUGGED WITH APPROVED PRE MANUFACTURED CASING END SEALS AND CASING SPACERS.
2. PE PIPE ONLY FOR THIS SEGMENT. REMAINING STANDARD TRENCH PIPE TO BE 2" SCH 80 PVC PIPE.



PIPE CASING DETAIL

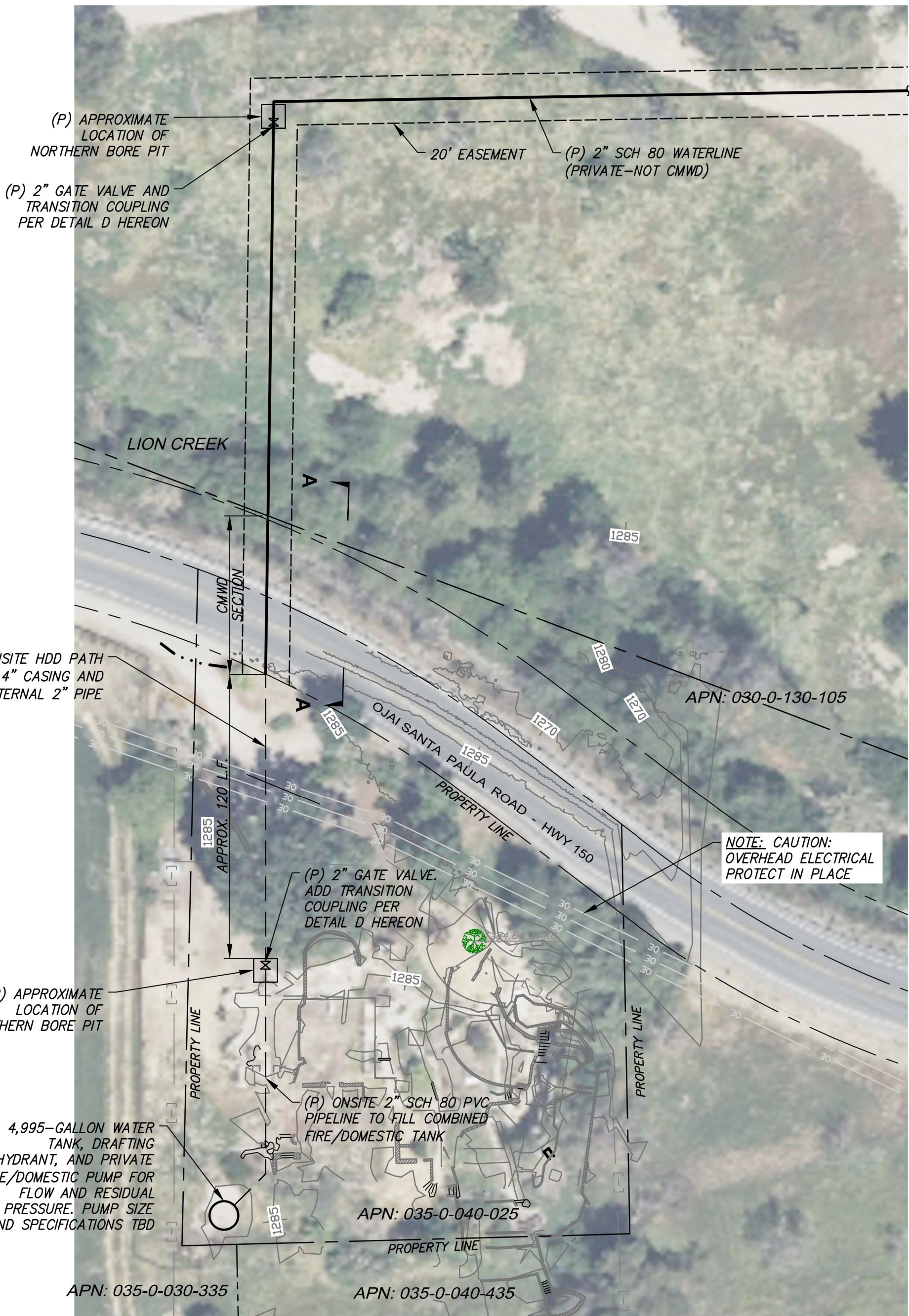
NOTE: SPACERS NOT SHOWN FOR CLARITY

NOT TO SCALE



2" PVC TO 2" HDPE TRANSITION DETAIL

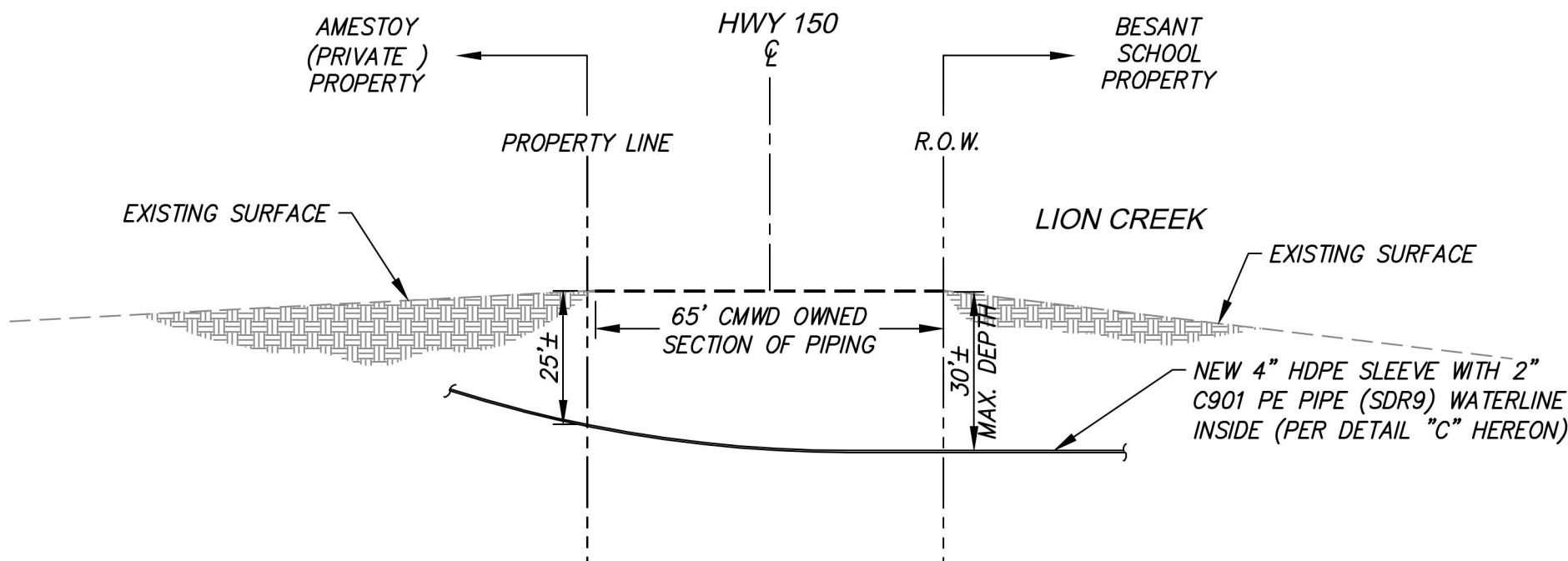
NOT TO SCALE



SITE DETAIL

SCALE: 1" = 40'

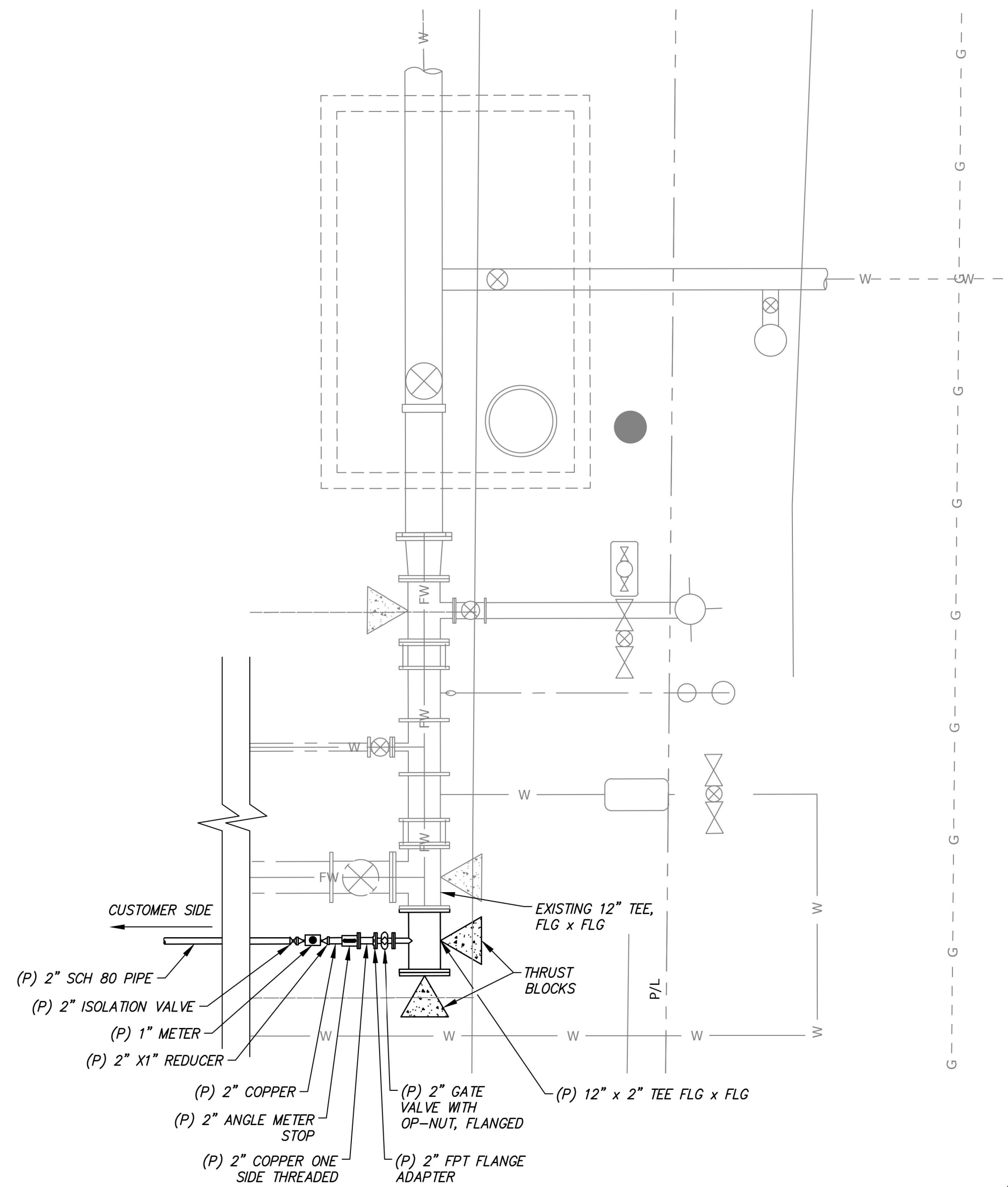
GRAPHIC SCALE: 1"=40'



SECTION -A HIGHWAY 150 CROSSING

NOTE: DIMENSIONS ARE APPROXIMATE AND FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH QUANTITIES AND HDD ROUTE.

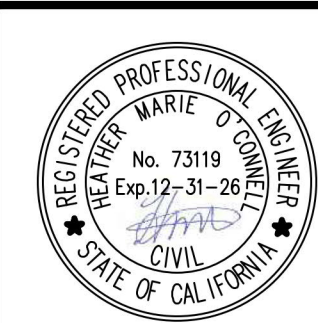
NOT TO SCALE



PROPOSED NEW CONNECTION DETAIL

NOTE: NEW PIPE MAY BE SCH 80 OR HDPE DR9 (AWWA C901)

SCALE: NTS



DREAMING TREE CIVIL
1143 E. MAIN STREET VENTURA CA 93001

Heather O'Connell
HEATHER M. O'CONNELL R.C.E. NO. 73119 EXP. 12-31-26 07-11-2025
DATE

NOTE: LOCATION OF PARCEL LINES SHOWN HEREIN ARE APPROXIMATE, PER COUNTY GIS. PARCEL LINE TABLE AND PIPELINE DATA PER WILLIAM MEAGHER.

PIPELINE PLAN AND PROFILE, DETAILS, AND CONSTRUCTION NOTES

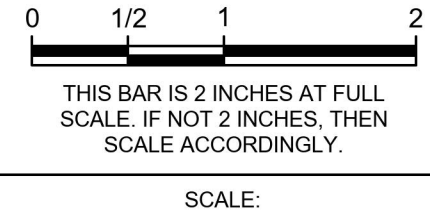
APN: 035-0-040-525

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			



DESIGNED:	
DRAWN:	
CHECKED:	
QA/QC:	
CONSTRUCTABILITY:	
REG. #:	EXP.:

APPROVED:	ENGINEERING MANAGER	DATE:
APPROVED:	OPERATIONS AND MAINTENANCE MANAGER	DATE:
APPROVED:	GENERAL MANAGER	DATE:



CASITAS MUNICIPAL WATER DISTRICT
PROJECT TITLE

AMESTOY PROPERTY

LOCATION: 8950 QJAI SANTA PAULA ROAD
QJAI, CALIFORNIA

DRAWING NUMBER

SHEET NUMBER
2 OF 2

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: AGREEMENT FOR CONSTRUCTIBILITY REVIEW AND BID SUPPORT
SERVICES FOR VENTURA-SANTA BARBARA COUNTIES INTERTIE
DATE: 07/23/25

RECOMMENDATION:

- Authorize the professional services agreement with Kennedy Jenks Consultants, Inc., in an amount not to exceed \$64,210 for constructability review and bid support services related to the Ventura–Santa Barbara Counties Intertie.

BACKGROUND:

The Ventura–Santa Barbara Counties Intertie project connects Casitas' transmission system on the west side of Ventura County to Carpinteria Valley Water District's (CVWD) system on the southeastern end of Santa Barbara County. The project includes construction of approximately 7,100 feet of 16-inch pipeline, two pump stations, bypass piping, and piping modifications at two tanks.

As the project nears completion of the design phase, Casitas requires professional support to review bid documents for constructability and assist with contractor engagement in preparation for bidding and construction. Casitas issued a Request for Qualifications for Construction Management services in March 2025. Four Statement of Qualifications packages were received and reviewed by Engineering and Operations and Maintenance staff. Two firms were interviewed and Kennedy Jenks Consultants (KJC) was the top-ranked team. A proposal was requested from KJC, a firm with extensive experience in water infrastructure projects, including pipeline and pump station construction. Their subconsultant, Staheli Trenchless, has recognized expertise in horizontal directional drilling.

KJC's proposal outlines a scope of work including document review for constructability and biddability, participation in pre-bid meetings, and support responding to contractor questions during the bid phase.

FINANCIAL IMPACT:

Funds are available in the FY 2025-26 budget for the Ventura-Santa Barbara Counties Intertie project, which was budgeted at \$2,500,000.

Attachments: KJ proposal dated July 9, 2025
Agreement for Professional Services



**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER DISTRICT &
KENNEDY/JENKS CONSULTANTS
FOR
VENTURA-SANTA BARBARA COUNTIES INTERTIE
CONSTRUCTION MANAGEMENT**

THIS AGREEMENT is made and entered into this 23rd day of July in the year 2025 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **District**, and **KENNEDY/JENKS CONSULTANTS**, herein designated as the **Consultant**. Together, District and Consultant shall be referred to herein as Parties.

W I T N E S S E T H

WHEREAS, the District requested a Proposal for Ventura-Santa Barbara Counties Intertie; and

WHEREAS, the Consultant submitted a Proposal dated July 9, 2025 for the anticipated scope of work for the Ventura-Santa Barbara Counties Intertie; and

WHEREAS, Consultant is qualified to complete the requested services; and

WHEREAS, District desires to retain and Consultant is willing to provide the services requested;

NOW, THEREFORE, in consideration of the recitals above and their mutual promises, obligations, valuable consideration and covenants herein contained, the Parties hereby agree to abide by the following:

1. TERM OF AGREEMENT. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until June 30, 2026.
2. DATA FURNISHED BY District. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District agrees to furnish Consultant with existing

information which District has available and which Consultant may request. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.

3. SCOPE OF SERVICES.

The scope of services is included in the Consultant's proposal attached as Exhibit A.

4. FEE FOR SERVICES. The District shall pay the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be stated in the scope of work agreed to by the Parties and attached as Exhibit A. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$64,210.00 without the prior written consent of the District.

5. DELIVERABLES. The format, completion and delivery of work products shall be as provided in the scope of work attached as Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.

7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.

8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the

sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.

10. PROJECT SCHEDULE. Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule in the scope of work as agreed to by the Parties shall be maintained and Consultant shall keep District informed of project status on a regular basis.
11. RESPONSIBILITY OF CONSULTANT.
 - a) Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
 - b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the negotiated scope of work. Approval by District of analyses, inspection, testing, reports, designs and incidental cultural resources monitoring work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of Consultant's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - c) Consultant shall be and remain liable in accordance with applicable California law for damages to District caused by Consultant's negligent performance of any of the services furnished under this Agreement.
12. PERSONNEL. District requires the following project team members to work directly with the District until completion of the project. Consultant shall inform District immediately if any of the following personnel or staff listed in the proposal become unavailable for any reason prior to completion of their tasks:

<u>Name</u>	<u>Role</u>
Jeffery Savard	Principal in Charge
William Yates	Project Manager

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, Consultant shall promptly submit to the District the name and qualifications of the proposed replacement person(s). Consultant and District will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without

permission of Casitas will be ten percent (10%) of the gross of the contract. Consultant agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Coverage shall be at least as broad as the following:

- a) **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit. The general liability policy must contain, or be endorsed to contain, the following provisions
 - i. **Additional Insured Status:** The United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - ii. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- b) **Automobile Liability** – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- c) **Workers' Compensation Insurance** – as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- d) **Professional Liability** – with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability may be Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- e) **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the United States Bureau of Reclamation, Casitas Municipal Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Casitas Municipal Water District; but this provision applies regardless of whether or not the Casitas Municipal Water District has received a waiver of subrogation from the insurer.
- f) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Casitas Municipal Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Casitas Municipal Water District.
- g) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Casitas Municipal Water District.
- h) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Casitas Municipal Water District. The District may require the Consultant to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Casitas Municipal Water District.
- i) **Acceptability of Insurers.** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Casitas Municipal Water District.
- (j) **Verification of Coverage.** Consultant shall furnish the Casitas Municipal Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All

certificates and endorsements are to be received and approved by the Casitas Municipal Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Casitas Municipal Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

- (k) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
- (l) **Safety.** In the performance of this contract the Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

- 14. **INDEMNIFICATION.** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, agents and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, to the extent caused by negligence or willful misconduct of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Casitas Municipal Water District's sole negligence or willful acts.
- 15. **ASSIGNMENT.** Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.
- 16. **TERMINATION.** The District may, by written notice to Consultant, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar days' written notice from the date of mailing. In the event of termination without cause, Consultant will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but Consultant shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by Consultant. In the event of a termination without cause, Consultant will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by the District.

17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of District when Consultant has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist Consultant in performing under this Agreement shall be delivered forthwith to District. However, nothing shall prevent Consultant from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments for service specific to this project. They are not intended nor represented to be suitable for reuse by District or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by District for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTS. District has entered into this Agreement in order to receive the services of Consultant. The provisions of the Agreement shall equally apply to any subcontractor of Consultant. Consultant shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement. Invoices shall fully define the work component completed for each Task Order, the hours spent on each task, the budget for each person in terms of cost and hours, the pay rate for the person assigned, the percentage of the task completed in terms of actual work remaining, and costs remaining until completion of the task at the time of billing. Each invoice shall also contain a purchase order number and Task Order number assigned and the invoice shall state the billing period. The invoice will be paid within thirty (30) days after the approval by the District Board of Directors.
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the Parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
22. OPINIONS OF COST AND SCHEDULE. Consultant's opinions on cost and schedule shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. Consultant does not warrant or guarantee that its opinions on cost or

schedule of current and future levels and events will not vary from Consultant's estimates or forecasts or from actual outcomes.

23. REQUIRED CONTRACT CLAUSES FOR FEDERALLY FUNDED PROJECTS.

23.1 Equal Employment Opportunity

During the performance of this contract, Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of works with which they has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant there to, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance;

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply

with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

23.2 Clean Air Act and the Federal Water Pollution Control Act (for contracts over \$150,000)

Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

23.3 Suspension and Debarment

- 1) This contract is a covered transaction for purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to California

Department of Emergency Services and the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

23.5 Procurement of Recovered Materials (procurements over \$10,000)

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

23.6 Prohibition on Contracting for Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

- (b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for

Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification:
The contract number; the order number(s), if applicable; supplier name;

supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

23.7 Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23.8 Access to Records

- 1) The Contractor agrees to provide the District, California Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.
- 4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23.9 DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

23.10 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23.11 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23.12 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

24. NOTICES. All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

To District:

Michael Flood, General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
805.649.2251
mflood@casitaswater.com

To Consultant:

Jeffery Savard, PE
Kennedy/Jenks Consultants
2775 North Ventura Road, Suite 202
Oxnard, CA 93036
805.973.5705
jeffsavard@kennedyjenks.com

The effective date for all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CASITAS MUNICIPAL WATER DISTRICT

Secretary,
Casitas Municipal Water District

By: _____
Casitas Municipal Water District

APPROVED AS TO FORM:

Dennis McNulty, Attorney
Arnold LaRoche Mathews VanConas & Zirbel LLP

CONSULTANT

By: _____

Title: _____

Printed Name: _____

ATTACHMENT A -
44 C.F.R, PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38 Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9 July 2025

Julia Aranda, P.E.
Engineering Manager
Casitas Municipal Water District
1055 N. Ventura Avenue
Oak View, CA 93022

Subject: Proposal for Constructability Review and Pre-Bid Services for the Ventura-Santa Barbara Counties Intertie

Dear Ms. Aranda:

Kennedy Jenks Consultants (KJ) and Staheli Trenchless, the KJ Team, are pleased to submit this proposal to the Casitas Municipal Water District (District) to provide constructability review and bid support services for the Ventura-Santa Barbara Counties Intertie Project (Project). The Project consists of two design packages, Schedule A and Schedule B, which include an intertie pipeline, two booster pump stations and Rincon Main and Bypass piping improvements.

SCOPE OF SERVICES

Working as an extension of District staff we have assembled an experienced CM team, with significant design and construction experience, which has completed numerous pump station and pipeline, including horizontal directional drilling (HDD), projects. Our comprehensive Scope of Services is presented below.

Task	Description	Deliverable
Task 1: Pre-Construction Services		
Task 1.1 Project Management & QA/QC	This task includes the management responsibilities associated with proper construction/project management, (CM) team coordination and scheduling, budget tracking and control, invoice preparation, subconsultant management and invoice processing, and coordination. Perform QA/QC on all KJ deliverables in accordance with KJ QA/QC Guidelines.	Monthly submittal of invoices
Task 2.1 Constructability Review	Perform a Constructability Review of the Contract Documents including the Casitas MWD front-end documents, Division 0 sections and Division 1 specifications, and the technical specifications and plans for Construction Bid Schedules A and B.	Prepare and submit a transmittal letter specifically describing the documents reviewed, providing a general opinion of the overall condition of the documents reviewed, followed by a color-coded spreadsheet of all review

	Provide a list of review comments, concerns, conflicts, and latent liabilities in the design package. Review the reasonableness of the proposed work sequence, scheduling, and lead times for materials and equipment. Provide recommendations for any amendments, additional plan preparation, and/or detailing warranted by the review.	comments. The Color code is anticipated to be green, yellow, and red representing the range from, consider including in the contract documents (green) to strongly encourage including in the contract documents (red).
Task 2.2 Constructability Review Meeting	Meet with the District and design teams at the District's office to review comments and recommendations and follow up on the amended Contract Documents.	KJ CM Team will attend one meeting with the District & Design Engineers to review findings.
Task 3.1 Bid Support	Attend mandatory pre-bid meetings and project site tours. Two meetings are anticipated, one in the AM and one in the PM. Respond to written contractor questions submitted to the KJ CM Team by the District. We have assumed up to fifteen (15) questions and responses (10 for KJ and 5 for Staheli).	Provide appropriate responses to contractor questions at the meetings. Contractual questions will require written submission to the District. Prepare and submit responses electronically to the District for review and inclusion in an addendum.

ASSUMPTIONS

- The scope of work is based on discussions with Casitas MWD, the plans and specifications for Schedule's A and B and our recent field review of the project sites.
- The purpose of the constructability review will be to determine if the plans and specifications are "buildable" and that the bid package is "biddable." The goal is to improve biddability and constructability and to minimize change orders and claims. Our review of the bid package is intended to be from the Contractor's perspective. The review will focus on finding any discrepancies on the plans and specifications that make part of the project impossible or difficult to build, gray areas, or are not clear as to intent. The review will also focus on identifying any missing information that a contractor will need to bid the project, such as payment information for individual line items of work. The review is not intended to be a design review or a substitute for the designer's own quality assurance reviews.
- Attendance at the District's office for the review meeting will include one (1) representative from KJ and one (1) from Staheli Trenchless.
- The duration of the constructability Review meeting is half a day as requested.
- Assumes two months of project management and invoices.
- Review of the front end (Division 0) and Division 1 documents is included and a critical part of the constructability review.

Ms. Julia Aranda
Casitas Municipal Water District
9 July 2025
Page 3

- Bid support services will include providing responses to contractor questions. KJ will provide responses for up to 10 contractor questions and Staheli will provide up to 5 responses.

Fee Estimate

KJ proposes to perform the services described above on a time and materials basis for a not-to-exceed amount of \$64,210 in accordance with the enclosed fee proposal.

Please feel free to contact Bill at (805) 973-5705 should you have any questions regarding this proposal. KJ appreciates the opportunity to work with Casitas MWD on this important water resiliency project.

Very truly yours,

Kennedy/Jenks Consultants, Inc.



Jeffery T. Savard, P.E.
Vice President/Principal in Charge



William C. Yates, P.E.
Sr. Construction Manager

Enclosure
Fee Proposal

Proposal Fee Estimate

CLIENT Name: Casitas Municipal Water District

PROJECT Description: Constructability Review & Bid Support - Ven-SB Counties Intertie

Proposal/Job Number: _____

	Jeff Savard	David Ferguson	Bill Yates	Peter Symonds	Jeff Foray	Zach Devlin	Mark Preston	Troy Sullivan								
January 1, 2025 Rates										KJ	Sub	KJ				
Classification:	Eng-Sci-9	Eng-Sci-9	Sr. Const. Mgr.	Eng-Sci-8	Eng-Sci-8	Eng-Sci-8	Eng-Sci-7	Project Assistant	Total	Labor	Staheli Trenchless	Sub-Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$350	\$350	\$265	\$330	\$330	\$330	\$310	\$145	Hours	Fees	Fees	10%				Fees
Phase 1 - Constructability Review and Bid Support Services																
Task 1.1 Project Management and QAQC									0	\$0		\$0	\$0	\$0	\$0	\$0
Project Management	1		8					8	17	\$3,630	\$1,150	\$115	\$3,630	\$1,265	\$0	\$4,895
QAQC		8	2						10	\$3,330		\$0	\$3,330	\$0	\$0	\$3,330
Task 2.1 Constructability Review			32	16	16	24	8		96	\$29,440	\$8,550	\$855	\$29,440	\$9,405	\$0	\$38,845
Task 2.2 Constructability Review Meeting			6						6	\$1,590	\$3,600	\$360	\$1,590	\$3,960	\$0	\$5,550
Task 3.1 Bid Support Services			18						18	\$4,770	\$6,200	\$620	\$4,770	\$6,820	\$0	\$11,590
Phase 1 - Subtotal	1	8	66	16	16	24	8	8	147	\$42,760	\$19,500	\$1,950	\$42,760	\$21,450	\$0	\$64,210
All Phases Total	1	8	66	16	16	24	8	8	147	\$42,760	\$19,500	\$1,950	\$42,760	\$21,450	\$0	\$64,210

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

SUBJECT: AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL REAL
ESTATE SERVICES FOR VENTURA-SANTA BARBARA COUNTIES
INTERTIE

DATE: 07/23/25

RECOMMENDATION:

- Authorize the General Manager to execute Amendment No. 2 to the Agreement for Professional Real Estate Services with Hamner, Jewell & Associates (HJA), increasing the not-to-exceed fee by \$98,000 and extending the term of the agreement through June 30, 2026.

BACKGROUND:

The proposed Ventura–Santa Barbara Counties Intertie project connects Casitas’ transmission system on the west side of Ventura County to Carpinteria Valley Water District’s (CVWD) system on the southeastern end of Santa Barbara County. The project includes construction of approximately 7,100 feet of 16-inch pipeline, two pump stations, bypass piping, and piping modifications at two tanks.

The pipeline and pump stations will traverse private properties. Casitas will need to acquire a parcel for each of the pump stations, permanent easements for the pipeline, and temporary easements for construction.

A proposal was requested from Hamner, Jewell, and Associates (HJA) to provide professional real estate services to assist in right-of-way appraisal and acquisition services. HJA is well-known in Ventura and Santa Barbara counties for their work in providing such services.

On April 28, 2021, the Board authorized an agreement with HJA in the amount of \$91,880 for these services. Amendment No. 1, approved on August 16, 2023, increased the contract amount to \$126,605 and extended the agreement through June 30, 2024, to reflect additional services and continued right-of-way negotiations.

Due to project delays associated with environmental clearance, the right-of-way acquisition effort was paused in 2023. Design is not complete and updated appraisal work is required. Additional temporary and construction easements have also been identified. HJA submitted a proposal dated July 10, 2025, requesting updated authorization and budget for this expanded scope of services.

FINANCIAL IMPACT:

Funds are available in the FY 2025-26 budget for the Ventura-Santa Barbara Counties Intertie project, which was budgeted at \$2,500,000. A summary of their authorizations is provided in the following table.

Agreement/Amendment	Amount
Original Agreement	\$91,880
Amendment No. 1	\$34,725
Amendment No. 2	\$98,000
TOTAL	\$224,605

Attachments: HJA proposal dated July 10, 2025
Amendment No. 2 to Agreement for Professional Real Estate Services



HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
 Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting
Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 658-8844
 Writer's email address: rmcdowell@hamner-jewell.com

July 10, 2025

via email to: jaranda@casitaswater.com

Julia Aranda, PE
 Engineering Manager
 Casitas Municipal Water District
 1055 Ventura Ave
 Oak View CA 93022

Project: Casitas Municipal Water District – Ventura-Santa Barbara Interconnection

Updated Right of Way Appraisal and Acquisitions Services & Budget

For the past five years, Hamner, Jewell & Associates has been under contract and providing right of way acquisition services for the District's Interconnection Project that will connect Casitas Municipal Water District to the CMWD Rincon Pipeline. In 2023, HJA completed the necessary steps and was ready to make property rights purchase offers when the Project right of way process was put on-hold due to funding and related environmental process requirements.

In 2025, HJA was contacted by the District and requested to re-start the previous right of way acquisition process with some added sited and some modification to prior site needs. Based upon updated information from the District and in review with HJA the following property rights are needed for the Project:

APN / Address	Property Owner	Previous Appraisal	2025 Anticipated ROW Acquisition Areas
008-0-160-460 9126 Casitas Pass Rd.	Abbott Ranch LLC	Completed in 2023	Perm, non-exclusive Easement : 25,756 SF - no change from 2023. TCE : 5,414 SF
008-0-160-415 9500 Rincon Creek Rd.	Barnard Family Trust	Completed in 2023	Fee acquisition : 38,422 SF – no change from 2023. TCE : 6,891 SF
008-0-160-355 9310 Rincon Rd.	Belmonte West LLC	Completed in 2023	Perm, non-exclusive Easement : 20,952 SF – no from 2023. TCE : 41,920 SF
008-0-160-365 9468 Rincon Rd.	Brown Investment, Inc/Sanchez Family Trust	Completed in 2023	Perm, non-exclusive Easement : 41,946 SF – no change from 2023. New: perm, non-exclusive Easement for intertie connection/adding vault; new connection point: 3,002 SF TCE : 29,818 SF

Corporate and San Luis Obispo County Office
 Ventura County Office
 Central Valley Office

3183 Duncan Road, Suite E, San Luis Obispo, CA 93401
 260 Maple Court, Suite 277, Ventura, CA 93003
 264 W. Fallbrook Ave., Suite 101, Fresno, CA 93711

(805) 773-1459
 (805) 658-8844
 (559) 412-8710

008-0-021-022 No site address	Delwiche Trust	New	Perm, non-exclusive Easement for pipeline relocation : TBD TCE: TBD There are existing, sub-surface pipelines on this parcel. The District needs to increase the square footage of their current rights.
008-0-190-105 4454 Casitas Pass Rd.	Morgan, Margaret	New	Fee acquisition for Red Mountain Pump Station: 7,267 SF TCE: 41,424
008-0-190-430 4224 Casitas Pass Rd.	Palato Trust	New	Perm, non-exclusive Easement for pipeline relocation : TBD. TCE: TBD. There are existing, sub-surface pipelines on this parcel. The District needs to increase the square footage of their current rights.
008-0-160-480 9126 Casitas Pass Rd.	Rincon Del Mar Ranch LLC (AKA Tony Brown)	Completed in 2023	Perm, non-exclusive easement: 18,102 SF - no change from 2023. TCE: 104,816 SF

We assume that easement acquisitions services will not be required for the pipeline being installed within Caltrans Right of Way and that will be handled by permitting directly between CMWD and Caltrans. We understand that we will be provided with final project plans, maps, legal descriptions, plats, and area calculations for the fee simple, permanent and temporary easements to be acquired for this project.

HJA will need to obtain updated Appraisal Reports and Title Reports on the 5 sites previously worked on in addition to obtaining new Appraisal Reports and Title Reports on the 3 new sites. Attached are copies of the cost estimates we have obtained for these services.

Once the appraisal process is complete and appraisals are reviewed and pre-approved by you and the District, we would then prepare offer packages for each owner that will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents would be presented to you for your review and pre-approval prior to presenting offers to property owners. After offer presentation, we would pursue agreements with each owner to finalize the right of way transfers. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, we could coordinate with the Casitas Water District Counsel's office in conjunction with any required Necessity Hearing scheduling. For those on which we are able to reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings.

HJA is requesting new and additional budget be allocated under our existing Project contract with the District to cover the new and additional services as referenced herein.

To assist you with these services, we propose to bill monthly in accordance with the terms and provisions of our current Time and Materials Fee Schedule, a copy of which is attached. We would work closely with you and your project team to ensure that we are investing our efforts in accordance with your needs and preferences. Our efforts are largely impacted by the level of accessibility and responsiveness of the property owners from whom we seek agreement. Obviously, some will require much more time than others in coming to terms and finalizing documents required for the purposes of the project. However, for your budgetary and contractual purposes, we present the following proposed budget for the appraisal and acquisition services for this project:

Task	Cost
Preliminary Title Reports -by First American Title Company (2 New Reports @ \$750 each and 6 Updated Reports @ \$400 each)	\$3,900
Appraisal Reports -by Kevin McAtee, MAI (Updated to 2025 for previous reports plus 3 new Reports)	\$25,000
HJA Acquisition Services (5 existing sites @ 40 hours is \$7,200 per each site =\$36,00) (3 new sites @ 60 hours is \$10,800 per each site =\$32,400)	\$68,400
Project Expenses (mileage, postage, copy, notary and related misc.)	\$700
Total Budget Request:	\$98,000

* This cost proposal is valid for work completed before June 30, 2026. Any extended time required beyond that may necessitate additional time and budget allocation.

** This budget will cover up to a maximum of 340 hours of HJA staff time calculated at an average hourly rate of \$180 (exact hourly rates per HJA fee schedule). We will bill only for time actually expended.

This budget is also based on a presumption of no more than two required signatories per parcel and no monetary lien subordination will be needed. CMWD will be solely responsible for the actual payments to property owners for the easement compensation and any and all transactional processing, closing costs, and recording fees. CMWD shall also be solely responsible for the payment of any appraisal reimbursement claims made by property owners seeking their own appraisals. Any legal review and consultation shall be handled directly by CMWD, as it sees prudent or required by your internal policies and procedures.

We look forward to continuing to work with you and the District on this project. Please call me at (805) 658-8844 or email rmcdowell@hamner-jewell.com.

Sincerely,

Robert McDowell

Robert McDowell, Senior Associate (CA DRE #01862970)



Ventura County Office:

260 Maple Court, Suite 277

Ventura, CA 93003

Phone: (805) 658-8844

Email: rmcdowell@hamner-jewell.com

Enc: HJA Time and Materials Fee Schedule



FISCAL YEAR 2025-2026 RATE SCHEDULE

Hamner, Jewell & Associates

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Rate Schedule for fiscal year 2025-2026 will be held the same as the prior year, as follows:

Senior Associate – Lillian Jewell	\$288 an hour
Senior Associates II	\$145-210 an hour
Senior Associate I	\$140-190 an hour
Associates II (Acquisition/Relocation)	\$120-155 an hour
Associates I (Acquisition/Relocation)	\$95-140 an hour
Contract Administrators	\$120-180 an hour
Project Coordinators	\$95-135 an hour
Transaction/Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$85 an hour
Assistants/Clerical Support	\$75 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates (HJA) office location.

All reimbursable and third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within thirty days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$500/hour for HJA Senior Associates, \$325/hour for HJA Associates, and \$200/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.



AMENDMENT NO. 2

REAL ESTATE SERVICES WITH

HAMNER, JEWELL & ASSOCIATES

FOR VENTURA-SANTA BARBARA COUNTIES INTERTIE

This Amendment No. 2 to Agreement for Real Estate Services is made and entered into as of this 23rd day of July, 2025 ("Effective Date") by and between Casitas Municipal Water District (Casitas or District) and [Hamner, Jewell & Associates] (Consultant) whose address is 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420, and is made with reference to the following:

RECITALS

- A. On April 28, 2021, District and Consultant entered into a Professional Services Agreement (Agreement) for Real Estate services for the Ventura-Santa Barbara Counties Intertie (Project).
- B. Amendment No. 1 was issued August 16, 2025 to extend the term of the Agreement to June 30, 2024 and to increase the total compensation.
- C. District desires to enter this Amendment No. 2 to reflect additional services not included in the Agreement, to extend the term of the Agreement as June 30, 2026, and to increase the total compensation.
- D. District and Consultant mutually desire to amend the Agreement as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF SERVICES

Section 3 of the Agreement shall be supplemented to include Contract Amendment No. 2 to Provide Additional Real Estate Services for the Project dated July 10, 2025, which is attached hereto as Exhibit A and incorporated herein by reference.

2. FEE FOR SERVICES

The second paragraph of Section 4 shall be replaced in its entirety with the following: The total fee for services shall not exceed \$226,075.00 without prior written consent of the District.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

CASITAS MUNICIPAL WATER DISTRICT

By: _____

HAMNER, JEWELL & ASSOCIATES:

By: _____

Title: _____

Printed Name: _____

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: AUTHORIZE AN AGREEMENT FOR AVENUE 1 PUMP PLANT –
PUMP 3 DESIGN SERVICES
DATE: 7/23/2025

RECOMMENDATION:

- Authorize an agreement in an amount not to exceed \$34,871 to Cannon for design services of the Avenue 1 Pump Plant – Pump 3 Upgrades.

BACKGROUND:

Casitas Municipal Water District is moving forward with planned pump upgrades at the Avenue 1 Pump Plant to improve operational efficiency, system flexibility, and reliability. The focus of this specific project is replacing the existing Pump 3, a 1,250-horsepower (hp), 9,000-gallon per minute (gpm) vertical turbine pump that is not frequently used due to its size. The replacement will be a new 900 gpm, 75 hp vertical turbine pump. This downsized pump will allow for lower-flow operations that better match seasonal demand variations and fluctuating lake levels, reducing reliance on the significantly larger 300 hp Pump 4 which is currently used as the oversized low-flow option.

This project specifically targets the replacement of Pump 3 and its associated infrastructure, including suction and discharge piping and control components, as the first phase in modernizing the facility. Upgrading Pump 3 with a new, appropriately sized unit will enhance the plant's reliability and operational flexibility.

Cannon previously completed an evaluation and recommendations memo for Avenue 1 and delivered a 75% design package to the District. The proposal includes preparation of final construction bid documents. Planned upgrades include replacement of suction and discharge piping, installation of a new flow meter, updates to the motor controller, power supply, and signal wiring for SCADA integration.

Replacing Pump 3 with a properly sized pump is expected to result in a 75% reduction in daily operating costs during the low-flow season by avoiding overuse of the higher-horsepower Pump 4. This change supports long-term operational sustainability and cost savings while maintaining reliable service across the system. Design is scheduled for completion in late 2025, with construction anticipated to finish by June 30, 2026.

BUDGET IMPACT:

The 2025-26 Fiscal Year Budget includes \$325,000 for Avenue 1 Pump Plant and Avenue 2 Pump Plant Pump Rehabilitations.



**AGREEMENT BETWEEN
CASITAS MUNICIPAL WATER DISTRICT AND
CANNON
FOR
AVENUE 1 PUMP PLANT – PUMP 3 UPGRADE
DESIGN ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 23rd day of July in the year 2025 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **District**, and **CONSULTANT**, herein designated as the **Consultant**. Together, District and Consultant shall be referred to herein as Parties.

W I T N E S S E T H

WHEREAS, the District requested a Proposal for Avenue 1 Pump Plant – Pump 3 Upgrade; and

WHEREAS, the Consultant submitted a Proposal dated July 15, 2025 for the anticipated scope of work for the Avenue 1 Pump Plant – Pump 3 Upgrade; and

WHEREAS, Consultant is qualified to complete the requested design engineering services; and

WHEREAS, District desires to retain and Consultant is willing to provide the services requested;

NOW, THEREFORE, in consideration of the recitals above and their mutual promises, obligations, valuable consideration and covenants herein contained, the Parties hereby agree to abide by the following:

1. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until June 30, 2026.

2. DATA FURNISHED BY DISTRICT. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District agrees to furnish Consultant with existing information which District has available and which Consultant may request. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.

3. SCOPE OF SERVICES.

The scope of services is included in the Consultant's proposal attached as Exhibit A.

4. FEE FOR SERVICES. The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be stated in the scope of work agreed to by the Parties and attached as Exhibit A. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$34,871.00 without the prior written consent of the District.

5. DELIVERABLES. The format, completion and delivery of work products shall be as provided in the scope of work attached as Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.

7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.

8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District

and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.

10. PROJECT SCHEDULE. Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule in the scope of work as agreed to by the Parties shall be maintained and Consultant shall keep District informed of project status on a regular basis.

11. RESPONSIBILITY OF CONSULTANT.

- a) Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
- b) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the negotiated scope of work. Approval by District of analyses, inspection, testing, reports, designs and incidental cultural resources monitoring work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of Consultant's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- c) Consultant shall be and remain liable in accordance with applicable California law for damages to District caused by Consultant's negligent performance of any of the services furnished under this Agreement.

12. PERSONNEL. District requires the following project team members to work directly with the District until completion of the project. Consultant shall inform District immediately if any of the following personnel or staff listed in the proposal become unavailable for any reason prior to completion of their tasks:

<u>Name</u>	<u>Role</u>
Larry Kraemer	Principal in Charge
Michael Kielborn	Project Manager

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, Consultant shall promptly submit to the District the name and qualifications of the proposed replacement person(s). Consultant and District will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the

person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. Consultant agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Casitas Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

Worker's Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the United States Bureau of Reclamation, Casitas Municipal Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Casitas Municipal Water District; but this provision applies regardless of whether or not the Casitas Municipal Water District has received a waiver of subrogation from the insurer.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Casitas Municipal Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Casitas Municipal Water District.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

Additional Insured Status - The United States Bureau of Reclamation, Casitas Municipal

Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage - For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute to it.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Casitas Municipal Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Casitas Municipal Water District. The District may require the Consultant to provide proof of the ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Casitas Municipal Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Casitas Municipal Water District.

Verification of Coverage – Consultant shall furnish the Casitas Municipal Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Casitas Municipal Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Casitas Municipal Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

14. INDEMNIFICATION. To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, agents and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Casitas Municipal Water District's sole negligence or willful acts.
15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor

shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.

16. TERMINATION. The District may, by written notice to Consultant, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, Consultant will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but Consultant shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by Consultant. In the event of a termination without cause, Consultant will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by the District.
17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of District when Consultant has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist Consultant in performing under this Agreement shall be delivered forthwith to District. However, nothing shall prevent Consultant from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments for service specific to this project. They are not intended nor represented to be suitable for reuse by District or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by District for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.
19. SUBCONTRACTORS. Consultant shall require and verify all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement. Invoices shall fully define the work component completed for each Task Order, the hours spent on each task, the budget for each person in terms of cost and hours, the pay rate for the person assigned, the percentage of the task completed in terms of actual work remaining, and costs remaining until completion of the task at the time of billing. Each invoice shall also contain a purchase order number and Task Order number assigned

and the invoice shall state the billing period. The invoice will be paid within thirty (30) days after the approval by the District Board of Directors.

21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the Parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
22. OPINIONS OF COST AND SCHEDULE. Consultant's opinions on cost and schedule shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. Consultant does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from Consultant's estimates or forecasts or from actual outcomes.
23. SAFETY. In the performance of this contract the Consultant shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.
24. NOTICES. All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

To District:

Michael Flood, General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
805.649.2251

To Consultant:

Michael Kielborn, PE
Cannon
305 S. Kalorama Street, Suite A
Ventura, CA 93001
805.544.7407

The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CASITAS MUNICIPAL WATER DISTRICT

Secretary

By: _____
Casitas Municipal Water District

Casitas Municipal Water District

APPROVED AS TO FORM:

Dennis McNulty, Attorney
Arnold LaRochelle Mathews VanConas & Zirbel LLP

CONSULTANT

By: _____

Title: _____

Printed Name: _____



July 15, 2025

Mr. Virgil Clary, PE
Civil Engineer
Casitas Municipal Water District
1055 N. Ventura Avenue
Oak View, CA 93022

PROJECT: AVENUE 1 PUMPING PLANT UPGRADES

Dear Virgil:

In response to your request, Cannon is pleased to submit this proposal to provide professional engineering services to Casitas Municipal Water District for the above referenced project. The District would like to re-engage our efforts to finish the pump upgrades to the Avenue 1 Pumping Plant. A low flow pump is desired at this location, which will help the District operate the system more efficiently.

In order to move water throughout your system, varying flow rates are desired during different seasons, and at varying lake levels. This new pump will give you the flexibility to pump lower flow rates into your system, to match the demands of the system. Pump 3 and its associated piping and controls will be modified to carry out this function.

Our team has extensive knowledge of the District's needs, having prepared an evaluation and recommendations memo for this proposed solution. We will use our background and previously completed work to prepare a design package that can be bid and constructed in a timely manner.

We are looking forward to working with you on this project. Please return the signed Acceptance of Proposal or a Task Order in the amount outlined herein. This will serve as our notice to proceed. *The fees quoted in this proposal are valid for 60 days from this date.*

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Kielborn", is written over a light blue curved background element.

Michael J. Kielborn, PE, LEED AP
Principal Engineer
C 70112



PROJECT UNDERSTANDING AND APPROACH

Cannon's team completed an evaluation and recommendations memo for the District's Ventura Avenue 1 Pumping Plant (Avenue 1). The memo identified various improvements that are needed at the facility that will help operations staff run the plant more efficiently. These items include:

Avenue 1:

- Install new 900 gpm (2cfs) vertical turbine pump in place of existing Pump #3
- Install new Ultramag flowmeter upstream of new Pump #3
- Replace suction and discharge piping for Pump #3
- Modifications of the existing medium voltage (MV) motor controller for a new 75 hp motor.
- New MV power wiring for the new motor.
- New controls and signal wiring between the motor, controller and SCADA panel.

Critical Success Factors

The following are a list of design considerations necessary to make the project successful.

- Identify materials and equipment needed for the proposed upgrades to allow the District to pre-order items and avoid materials equipment delays in order to complete construction by June 30, 2026.
- Make the modifications necessary to save on overall operating costs.
- Install new equipment and facilities while existing pumps continue to run.

Upon completion of the recommendations memo, preliminary plans were prepared for the recommended improvements. A 75% plan submittal was delivered to the District for review, and a preliminary round of plan check comments were received. Our intent is to work off these preliminary plans, and prepare a final bidding package for this project. The revised plans will incorporate previous District comments, and any design revisions required to comply with code changes, District requests, or modifications due to changed field conditions.

SCOPE OF WORK

This scope of work was developed based on the remaining tasks required to provide bidding documents for this project.

Phase 1. Engineering Design



Task 1 Project Kickoff Meeting and Project Management

We will attend a Project Kickoff Meeting with appropriate personnel from the District. This meeting agenda will focus on project understanding, team involvement, project constraints, and the anticipation of design development impediments. This meeting will also include a project introduction, review of background information and project scope, and defining the project schedule. This meeting represents a key opportunity for representatives from the District to steer the consultant team and further clarify critical elements of the project scope. We will include a site visit to the project location to verify current site conditions.

The project also requires project setup, scheduling, controlling, and correspondence with District and others. Correspondence includes telephone conversations, emails, project status reports, monthly status reports, and monthly invoices. Project management will be incorporated into the fees for this task.

Task 2 Project Research and Data Gathering

In order to get our team back up to speed on the project we will review previously prepared memos, plans, project meeting notes, and design notes to ensure we have all relevant and pertinent information to complete the plan revisions. We will gather any additional as-built plans or documents that the District can provide, and verify all data needed to complete the plans is incorporated.

Task 3 Prepare 90% Construction Plans, Specs, & Estimate

Based on the findings and results of the previous tasks, we will prepare and submit a design plan package at the 90% approximate completion level for the project. The design plan package will include title sheet notes, plan sheets, and detail sheets. Plans will have sufficient information to construct the facility, with detailed input from the District operations staff being supplied during construction for final preferences and clarifications to be made.

Along with the 90% construction plan submittal, the technical specifications will be submitted. The District will prepare the front-end contract documents, and the technical specifications, bid schedule, and measurement and payment section will be provided by Cannon. Long lead items will be identified in order to determine if pre-purchasing items is necessary.

Task 4 90% Construction Documents Review Meeting

We will attend a virtual meeting with District staff to review and discuss 90%, plan-check comments and other staff feedback.



Task 5 Prepare 100% Construction Plans, Specs, & Estimate

Based on the work completed in previous tasks, we will design and prepare updated construction documents including specifications and opinion of construction costs for a 100% complete submittal.

Task 6 100% Construction Documents Review Meeting

We will attend a virtual meeting with District staff to review and discuss the 100%, plan-check comments and other staff feedback to ensure all comments have been incorporated prior to finalizing the project design documents.

Task 7 Finalize Bidding Documents

Our team will compile all documents to be included in the bid documents, collect stamps and signatures, finalize all plans, specs, bid sheets, measurement and payment clauses, and all other items needed to finalize the bidding documents. Everything will be packaged up and delivered to the District electronically.

DELIVERABLES

The deliverables for this project include:

- 90% Construction Documents Package
- 100% Construction Documents Package
- 100% Cost Estimate
- Final Bidding Documents

ASSUMPTIONS

- District will provide Record Drawings and information relating to existing facilities in PDF or AutoCAD electronic and hard-copy format.
- District will assemble standard contracting documents and bidding documents.
- The Contractor will be responsible for preparing and implementing a SWPPP and best management practices.
- It has been assumed that District will provide all permitting and plan-check fees with all permitting and plan approval agencies and will pay for all utility research fees from all utility companies.
- The electrical service, meter and main switchboard, will remain and will not be upgraded.
- Topographical survey will not be necessary, and will not be included
- Geotechnical and/or Environmental investigations are not necessary, and will not be included.



- Cut over radio communication to the new SCADA system will be performed by District
- New freestanding SCADA control panel with upgraded PLC will be provided and installed by the District at a later date
- New UPS, 24V power supply, & network switch will be provided and installed by the District at a later date

SCHEDULE

In order to complete construction by June 30, 2026, we suggest allowing 6 months for materials procurement and construction. We recommend bidding the project in Nov/Dec 2025, and awarding by beginning of January 2026. A tentative schedule for the design phase of this project is as follows:

<i>Task 1</i>	<i>Project Kickoff Meeting and Project Management</i>	<i>July 2025-Dec 2025</i>
<i>Task 2</i>	<i>Project Research and Data Gathering</i>	<i>July 2025</i>
<i>Task 3</i>	<i>Prepare 90% Construction Plans, Specs, & Estimate</i>	<i>August 2025</i>
<i>Task 4</i>	<i>90% Construction Documents Review Meeting</i>	<i>September 2025</i>
<i>Task 5</i>	<i>Prepare 100% Construction Plans, Specs, & Estimate</i>	<i>Sept/Oct 2025</i>
<i>Task 6</i>	<i>100% Construction Documents Review Meeting</i>	<i>November 2025</i>
<i>Task 7</i>	<i>Finalize Bidding Documents</i>	<i>November 2025</i>

FEES

<i>Task 1</i>	<i>Project Kickoff Meeting and Project Management</i>	<i>\$5,394</i>
<i>Task 2</i>	<i>Project Research and Data Gathering</i>	<i>\$5,194</i>
<i>Task 3</i>	<i>Prepare 90% Construction Plans, Specs, & Estimate</i>	<i>\$10,546</i>
<i>Task 4</i>	<i>90% Construction Documents Review Meeting</i>	<i>\$1,195</i>
<i>Task 5</i>	<i>Prepare 100% Construction Plans, Specs, & Estimate</i>	<i>\$6,644</i>
<i>Task 6</i>	<i>100% Construction Documents Review Meeting</i>	<i>\$1,195</i>
<i>Task 7</i>	<i>Finalize Bidding Documents</i>	<i><u>\$4,703</u></i>
Total Fee:		<i>\$34,871</i>

This is a time and materials contract with a fee not to exceed \$34,871.00. The additional information is provided as an estimate of expenses over the course of the project.

CALIFORNIA PREVAILING WAGE

It is our understanding that Cannon's scope does not have any work that qualifies for California Prevailing Wages.



ACCEPTANCE OF PROPOSAL

Proposal Date:

7/15/25

Client:

Virgil Clary, PE

Casitas Municipal Water District

Project:

Avenue 1 Pumping Plant Upgrades

Scope of Work:

Prepare Ave 1 Pumping Plant Upgrade Plans

T&M NTE:

\$34,871.00



**Fee Proposal for CMWD
Avenue 1 Pumping Plant Upgrades**

Hourly Rate	Principal In Charge QA/QC		Sr. Principal Engineer		Sr. Project Engineer (PM)		Sr. Principal Electrical		Sr. Principal Controls		Electrical and Controls Engineer		Civil Design Engineer		Engineering Assistant IV		Total	
	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Design Tasks																		
Task 1 - Avenue 1 Preliminary Engineering																		
1	2	\$614	4	\$1,152	4	\$832	4	\$1,104	4	\$976	4	\$716					22	\$5,394
2			4	\$1,152	4	\$832	4	\$1,104	4	\$976	4	\$716			3	\$414	23	\$5,194
	Sub Total	2	\$614	8	\$2,304	8	\$1,664	8	\$2,208	8	\$1,952	8	\$1,432		3	\$414	45	\$10,588
Task 2 - Ave 1 Engineering Design Services																		
1	2	\$614	3	\$864	8	\$1,664	3	\$828	3	\$732	12	\$2,148	12	\$2,040	12	\$1,656	55	\$10,546
2			1	\$288	1	\$208	1	\$276	1	\$244	1	\$179					5	\$1,195
3	2	\$614	2	\$576	6	\$1,248	2	\$552	3	\$732	6	\$1,074	6	\$1,020	6	\$828	33	\$6,644
4			1	\$288	1	\$208	1	\$276	1	\$244	1	\$179					5	\$1,195
5	1	\$307	2	\$576	4	\$832	2	\$552	2	\$488	4	\$716	4	\$680	4	\$552	23	\$4,703
	Sub Total	5	\$1,535	9	\$2,592	20	\$4,160	9	\$2,484	10	\$2,440	24	\$4,296	22	\$3,740	22	\$3,036	\$24,283
	Totals	7	\$2,149	17	\$4,896	28	\$5,824	17	\$4,692	18	\$4,392	32	\$5,728	22	\$3,740	25	\$3,450	\$34,871

Fees are based on Cannon's Fee Schedule per the on-call agreement. Staff billing rates are subject to annual increases within the ranges outlined in the Fee Schedule.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL L. FLOOD, GENERAL MANAGER
SUBJECT: APPROVE A REVISED JOB DESCRIPTION AND A CHANGE OF RANGE FROM E28 TO E30 FOR THE CASITAS MWD GIS TECHNICIAN POSITION.
DATE: 07/18/2025

RECOMMENDATION:

Approve the revised job description and salary range change as presented.

BACKGROUND:

The GIS Technician position represents a considerable leap forward in Casitas MWD's data acquisition and management and has become a critical part District's ongoing operations.

This position has evolved over the last several years which highlights the need for a salary range change to keep parity with other technical positions at Casitas.

DISCUSSION:

Casitas MWD did not have a GIS System when this position was created and eventually filled.

Subsequent to filling of the position, the GIS Technician built a system using ESRI's Arc-GIS software with the input of various District Departments.

This system is in its fourth version now with version five currently under development.

It provides a wide array of technical information via eight graphical maps that include more than thirty individual layers in each map.

Operations now has the ability to use the GIS system to identify customers that are affected by outages and generate lists to feed into the Call-Em-All customer notification system.

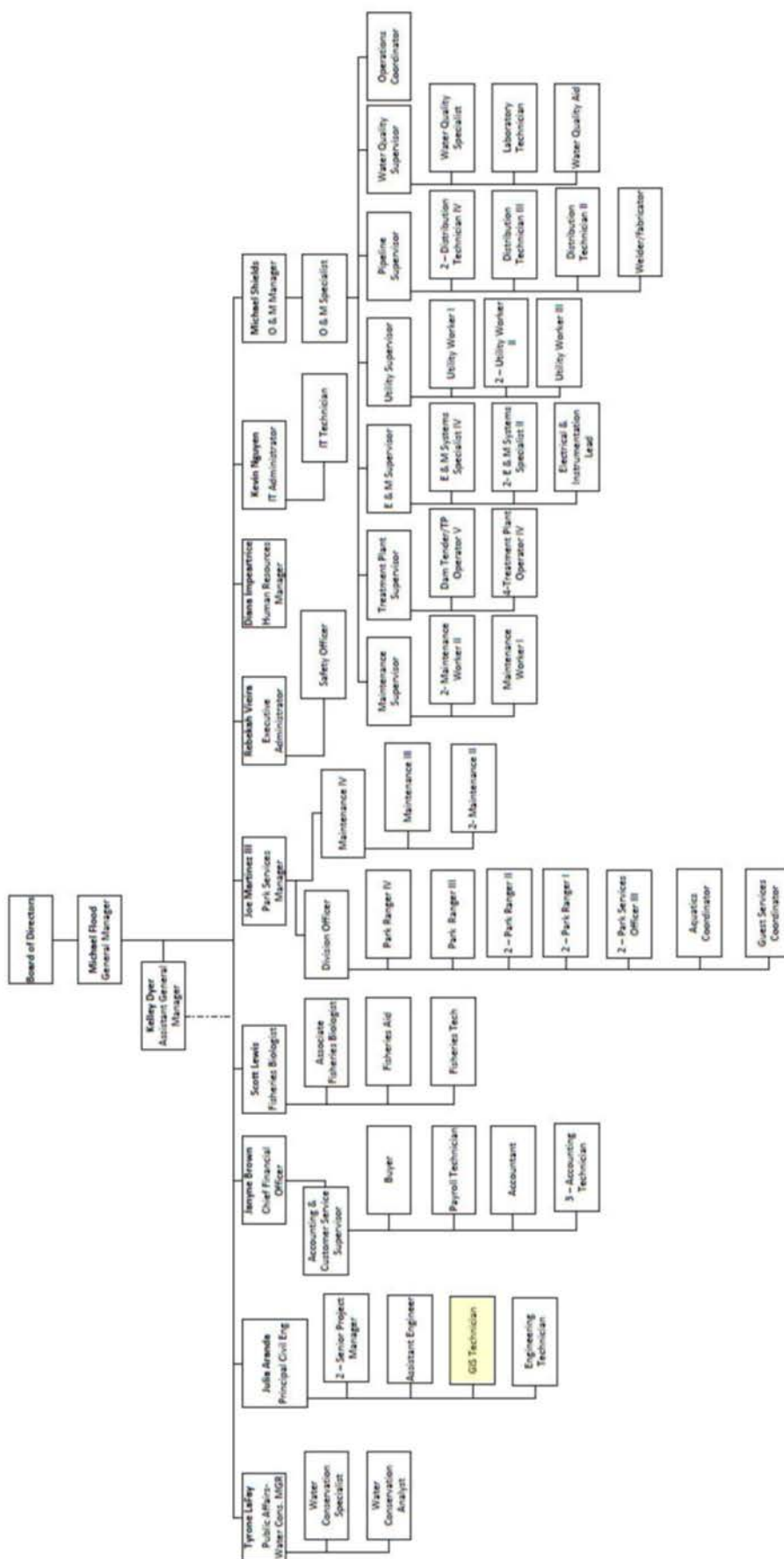
Additionally, the GIS Technician provides critical support for the District's Elective Division Maps on the Casitas MWD website and was able to effectively communicate the changes made to those divisions to the County of Ventura after the Casitas MWD redistricting in Spring of 2022.

As a comparison, the position requires a similar level of technical competency as the Assistant Engineer position which is currently at a salary range of S20 (\$45.323 to \$55.090). This position's current salary range is E28 (\$43.611 to \$53.008).

It is proposed that the GIS Technician position salary range be changed to E30 (\$45.712 to \$55.562) (+ 4.8% change).

BUDGETARY IMPACT:

The Fiscal Year 2025-2026 Engineering Department budget is adequate to handle the approximate change of \$6,100 thus an unbudgeted item expense is not needed.



CASITAS MUNICIPAL WATER DISTRICT

JOB TITLE: GIS Technician

REPORTS TO: ~~Principal Civil Engineer~~ Engineering Manager

DATE: ~~July 2018~~ July 2025

DEFINITION

Under direction and general supervision of the ~~Principal Civil Engineer~~Engineering Manager, this is ~~an a technical entry-level position that maintains plans, implements, coordinates, and administers the District's Geographic Information System (GIS) data-bases containing spatial and attribute information for District functions including water system and recreation databases.~~

ESSENTIAL FUNCTIONS

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Updates and maintains spatial features and databases for water system asset management and various other databases ~~as directed.~~
- ~~Develops and produces digital and paper maps;~~
- Coordinates and assists in the development, updating and maintenance of the District's digital record drawings and databases for construction plans, ~~and easement documents plats and site plans.~~
- ~~Performs technical tasks using ESRI and ArcGIS to maintain the District's GIS.~~
- ~~Serves as a technical resource to District departments, including providing assistance and training in the use of GIS data and systems, troubleshooting, and providing support.~~
- ~~Coordinates technical support with ESRI as needed.~~
- ~~Creates interactive GIS applications and GIS layers.~~
- Responds to requests for information from staff and the general public within scope of authority; provides technical assistance to departments related to GIS.
- ~~Assists in Performs~~ database creation, design, modeling, and maintenance in compliance with District GIS data model standards.
- ~~Automates manual GIS processes using geoprocessing models, Model Builder and Python scripting.~~
- ~~Coordinates with other District GIS personnel departments in the development of the District GIS Enterprise system and development of GIS standards, procedures, and practices.~~
- ~~Performs field work to gather data using Trimble GPS hardware and software to calibrate and refine the GIS system~~
- ~~Develops annual GIS budget for hardware and software~~
- ~~Monitors trends in GIS technology and recommends planning and operating improvements~~
- ~~Attends and participates in professional group meetings, seminars, and trainings to stay abreast of new trends and innovations in the field of GIS (as District budget allows)~~
- ~~Prepares exhibits, drawings, maps, and design documents using ArcMap as required~~
- ~~Serves as Chairperson of the inter-departmental GIS Committee~~
- Generates, updates, and maintains metadata for geospatial data.
- Applies quality control processes to ensure system and data integrity.
- Performs other related duties as assigned.

DESIRABLE QUALIFICATIONS

License: Valid California Driver's License, or ability to obtain, is required.

Education and Experience:

~~High school diploma or GED and experience with computer aided drafting, geographic information system (GIS), or computer mapping and/or surveying technology or any equivalent combination of education, training, and experience. One year of full-time or equivalent part-time paid experience in computer mapping or GIS-related activities, including digital map analysis, map display and digitizing procedure, and automated mapping or CADD drawing production. College level work in GIS-related fields is preferred. **Substitution:** Bachelor's degree in Geographical Information Systems, Geography, Computer Science or related field from a regionally accredited college or university.~~

Experience:

~~A minimum of four years of GIS experience in Water, Wastewater and/or Stormwater as a GIS Technician including database design, database analysis, application development, project management, automated mapping or GIS, in the above fields may be substituted for the required training and experience on a year-for-year basis.~~

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Necessary Knowledge, Skills and Abilities:

- Knowledge of and ability to use basic automated mapping and geospatial processing methods, techniques and capabilities.
- Knowledge of basic GIS database structures and geographic data sources.
- Knowledge of basic cartographic principles and practices pertaining to map symbols, line work, colors and patterns, thematic content, etc.
- Knowledge of basic map scales, projections, and coordinate systems.
- ~~Ability to operate a computer keyboard, mouse and peripherals such as a digitizing cursor.~~
- Ability to use Global Positioning System (GPS) data collection utilities
- ~~Ability to gather and interpret basic geographic information from various data sources such as maps, graphs, charts, planimetric drawings, survey data, aerial photography and satellite imagery.~~
- Ability to handle multiple projects simultaneously while meeting deadlines.
- Ability to understand basic geospatial technical concepts and terminology and to convey this information to supervisors, other employees, administrators and public officials.
- Ability to effectively communicate orally and in writing.
- Ability to work in a collaborative team environment under minimal supervision.
- ~~Knowledge of ArcGIS 10 ESRI-based software and a familiarity with AutoCAD). Successful candidate will demonstrate basic understanding of the concepts behind data management in a relational database and clear understanding of fundamental theoretical concepts such as map projection, data accuracy and spatial modeling.~~
- Knowledge of two-way integration of data between GIS software platforms and other enterprise software, such as utility billing/customer service systems.
- Knowledge of ArcGIS Online, SDE multi-user geodatabases, and AutoCAD preferred.
- Knowledge of surveying, mapping, and grading, and of related nomenclature symbols, customs and practices.
- Knowledge of principles and practices of geographic information systems, including computerized data compilation and conversion techniques, file management, and graphics applications and overlays.
- Knowledge of digitizing and data manipulation procedures for GIS and coordination.
- Knowledge of boundary control.
- Skill in reading, understanding, developing, manipulating, and analyzing digital geographic information.
- Skill in computer cartographic design, layout, and technical production.
- Skill in understanding and working with data from multiple public and private sources.

- Skill in planning and organizing work.
- Skill in meeting schedules and time lines.
- [Skill in multi-tasking](#)
- Ability to produce written documents with clearly organized thoughts using proper English, sentence construction, punctuation, and grammar.

Physical Activities: Travels by airplane, automobile, or by foot while conducting District business; communicates orally and/or in writing with District management, co-workers, and the public; regularly uses telephone for communication; uses office equipment such as desk, chair, copier, ~~fax-machine~~, computer, plotter, scanner, and safety devices required by specific jobs; may walk on uneven terrain, in vehicle traffic areas, and in an outdoor environment subject to weather conditions and natural outdoor occurrences such as heat, cold and rainy weather; may sit for extended periods of time; hearing and vision within normal ranges.

Date: _____

Employee's Signature

[C:\Users\jaranda\Documents\GIS Job Descriptions\GIS Coordinator
2025.docx](#)
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**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: Board of Directors
FROM: Michael Flood, General Manager
SUBJECT: 2025 Casitas MWD Water Rate Study Update
DATE: July 18, 2025

RECOMMENDATIONS:

Review the current results of the study and provide direction to bring back the required Proposition 218 rate hearing notices to a future Board Meeting.

BACKGROUND:

Casitas MWD's current rate schedule was developed via a rate study conducted by Bartle Wells Associates in 2023 and resulted in a water rate adjustment for Calendar Years 2024, 2025, and 2026.

On October 18, 2024 the Finance Committee reviewed a proposal from Bartle Wells Associates for an updated Water Rate Study to be conducted in Fiscal year 2025 and asked that the proposal be forwarded to the Casitas MWD Board of Directors for further discussion.

On November 13, 2024 the Board authorized a contract with Bartle Wells Associates to conduct an update to the Cost of Service and Rate Design Study (Rate Study) to inform water rates for the next five years (a copy of the proposal is attached).

The scope of the Rate Study update includes updating the 10-year financial plan and developing a rate structure sufficient to generate revenues needed to cover the cost of service and maintain the District's financial reserves to policy levels.

On April 18, 2025, the Finance Committee provided direction regarding various estimates to be used in the study along with a five-year timeline.

Staff has been meeting with Bartle Wells Associates in order to provide information and feedback on the 2025 Rate Study update.

Michael DeGroot of Bartle Wells Associate provided a presentation with details during the May 23, 2025 Committee Meeting.

At the June 13, 2025 meeting, the Finance Committee asked that the current results of the study be forwarded to the Board of Directors for review.

At the June 25, 2025 Board Meeting, a presentation was provided by Michael DeGroot of Bartle Wells.

DISCUSSION:

Based on recent water sales and the MOU with the City of Ventura, Casitas staff recommended the following be used for the study:

- Five-Year Rate Adjustment (Calendar Years 2026, 2027, 2028, 2029, and 2030)
- Average Annual Water Demands of 9,800 Acre-Feet
- 5% annual rate of inflation over the period for materials and supplies
- Inclusion of the staff-revised Capital Improvement/Replacement Matrix
- Review of the Adjudication Charge

The Matrix was updated and the other parameters were placed in Casitas' water rate model.

The resulting rates would include an overall increase of 11% per year for the five-year rate adjustment.

These rates will allow Casitas to fund its Operations and Capital Replacement/Improvement plan as well as begin to build back cash reserves.

The Board asked that the 50% Fixed to Variable ratio be used for the study as well as a full five year rate plan.

The District will need to send out the required rate hearing notices fairly soon in order to have revised rates in place by January 1, 2026.

Staff can have the required notices ready for a Board Meeting in August.

Michael DeGroot will provide the updated presentation at the Board meeting that includes a proposed schedule for hearing notices.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JUNE 2025
DATE: JULY 23, 2025

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	0.00"	0.00"	0.00"
Water Year (WY: Oct 01 – Sep 30)	9.45"	13.39"	9.94"
Average station rainfall to date	22.76"	27.56"	20.91"

Ojai Water System Data

Wellfield production	154.11 AF
Surface water supplement	0.86 AF
Static depth to water surface – Mutual #6	70.49 feet
Change in static level from previous month	- 12.99 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	0 AF
Diversion days this month	0
Total Diversions WY to date	559.30 AF
Diversion days this WY	11

Casitas Reservoir Data

Water surface elevation as of end of month	561.26 feet AMSL
Water storage last month	224,800 AF
Water storage as of end of month	222,800 AF
Net change in storage	- 2,000 AF
Change in storage from same month last year	- 14,505 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

CASITAS MUNICIPAL WATER DISTRICT
MINUTES
Special Recreation Committee
(this meeting was held virtually and in-person)

DATE: July 18, 2025
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Special Recreation Committee Meeting of July 15, 2025 at 1000 hours.

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**
Director Brian Brennan
Director Pete Kaiser
General Manager, Michael Flood
Assistant General Manager, Kelley Dyer
Chief Financial Officer, Janyne Brown
Executive Administrator, Rebekah Vieira
Park Services Manager, Joe Martinez
Division Officer, John Brokus
2. **Public Comments.**
None
3. **Board/Management Comments**
None
4. **Discussion of the proposed transition to cashless operations at the Lake Casitas Recreation Area Gate and Reservation Office**
GM Flood provided an overview of the item.

Director Kaiser asked questions about current cash operations costs and indicated this might be difficult to implement.

Director Brennan asked questions regarding cash vs. credit lines at the gate.

PSM Martinez answered questions and provided additional details about cash operations at the park.

CFO Brown indicated that the third-party costs of cash operations varies between \$5,000 and \$8,000 per year.

The Committee asked staff to bring this item back to a future meeting for further discussion.

5. **Review of Recreation Report for May 2025.**

PSM Martinez went over the report with the Committee including the visitation, campsite volumes, revenue results, boat inspections, tournaments, Casitas Water Adventure attendance and recruiting, the MS bike race event, camping cabin status, the Clubhouse at the Casitas Water Adventure, and issues with the reservation system provider.

Director Brennan made comments regarding camping cabin marketing, holiday greeters at the front gate, and camping cabin maintenance.

Director Kaiser made comments regarding the camping cabins, marketing for the cabins, and the recent wine festival event.

6. **Review of Incidents and Comments**

DO John Brokus gave updates about calls for service, citations, patrol observations, boating violations, medical calls, water contacts, and Park Ranger contacts.

The Committee asked that an update on the status of the Marina be provided by the operator (Gary Wolfe) at the next meeting.

GM Flood reported that the next scheduled meeting of the Recreation Committee will be on September 9, 2025 at 10AM.