



BOARD OF DIRECTORS REGULAR MEETING AGENDA

District Office: 202 W. El Roblar Drive, Ojai, CA 93023

JOIN BY COMPUTER: <https://meet.goto.com/946044197>

DIAL-IN (US TOLL-FREE): [1 877 309 2073](tel:18773092073)

ACCESS CODE: 946-044-197

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-2114.

(Govt. Code Section 94594.1 and 94594.2 (a))

July 18, 2023, at 6:00 pm.

- 1. Call meeting to order.**
- 2. Roll call**
- 3. Approval of the minutes:** June 20, 2023, Regular Meeting
- 4. Public comment for items not appearing on the agenda**

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public that is within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card or send a virtual “chat” note to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board’s consideration of that item.

Closed Session Agenda - Adjourn to Closed Session (**Estimated 6:10 pm**): *It is the intention of the Board of Directors to meet in Closed Session to consider the following items:*

5. Closed Session Items

- a) The Board of Directors may hold a closed session to discuss the following items:
 - CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)
Name of case: *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*, Los Angeles County Superior Court Case No. 19STCP01176

Regular Agenda (Reconvene Regular Meeting, Estimated Time 6:15 pm**)**

6. Financial matters

Approval of Payroll and Payables from June 16, 2023, to July 15, 2023, in the amount of:

Payables – \$303,795.64

Payroll – \$ 47,272.42

Total – \$351,078.06

7. Board action and/or discussion

- a) Approve Fanning & Karrh, CPAs Engagement Letter for FY 22-23 outlining Audit Scope, Objectives, Responsibilities, Reports and Expense of up to \$23,000. (Martinez/Ward) – Attachment
Recommended Action: Authorize Board President and General Manager to sign the Fanning & Karrh, CPA engagement letter for FY 22-23, not to exceed \$23,000.
- b) Update on the response to the Ventura County Grand Jury Report: Water Availability for Wildfires in Ventura County. (Oakland/Martinez) – No Attachments
Recommended Action: Receive update and provide direction to committee.
- c) Authorize agreement to join the CalWARN Mutual Aid & Assistance Program. (Oakland/Martinez) – Attachments
Recommended Action: Authorize agreement to join the CalWARN Mutual Aid & Assistance Program.
- d) Authorize applications for the FCC GETS/WPS priority telephone and cellular network programs, for use during emergencies. (Oakland/Martinez) – Attachments
Recommended Action: Authorize applications for the FCC GETS/WPS programs.

8. General Manager's Report

The Board will receive an update from the General Manager on District operations and maintenance.

9. Board Secretary's Report

The Board will receive an update from the Board Secretary on District administrative and related matters.

10. Board Committee Reports

- Executive & Personnel Committee
- Upper Ventura River Groundwater Agency
- Allocation, New Meters & Expansion of Services Committee
- Budget & Rate Committee
- Grants Committee
- Emergency Management Committee

- Treatment Plant Design Ad Hoc Committee

11. Old Business

- State Water update (Kentosh) - Attachment
- Matilija Dam removal update

12. Director Announcements/Reports

13. Adjournment: The next scheduled Regular Board meeting is August 15, 2023 at 6:00 pm.

Regular Meeting

June 20, 2023

6:00 pm

Meiners Oaks Water District

202 W. El Roblar Drive

Ojai, CA 93023-2211

Minutes

The meeting was called to order at 6:00 pm.

1. Call to Order

The Board President, Mike Etchart, called the meeting to order at 6:02 pm. The meeting was also available via teleconference.

2. Roll Call

Present: Board President, Mike Etchart, Board Directors: James Kentosh, Christian Oakland, Joe Pangea, and Christy Cooper. Staff Present: General Manager, Justin Martinez, and Board Secretary, Summer Ward. Attorney Present: Stuart Nielson.

Absent: None

3. Approval of the Minutes

Approval of April 18, 2023, Regular Board Meeting minutes.

Director Cooper made the motion to approve May 16, 2023, Regular meeting minutes. Director Pangea seconded the motion.

No Public Comment.

Cooper/Pangea

(5) Ayes- M/S/C

4. Public Comments

- None

****The Board went into closed session at 6:03 pm****

5. Closed Session: The Board of Directors held a closed session to discuss litigation, pursuant to the attorney/client privilege, as authorized by Government Code Sections §54957 & 54956.8, 54956.9, and 54957.

- CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)
Name of case: *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*,
Los Angeles County Superior Court Case No. 19STCP01176

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov. Code § 54957(b))
Title: General Manager and Assistant General Manager

****The Board adjourned closed session at 6:19 pm****

Attorney S. Nielson stated that the Board discussed the closed-session agenda items, and no action was taken.

6. **Financial Matters**

Approval of Payroll and Payables from May 16, 2023, to June 15, 2023, in the amount of:

Payables:	\$ 79,671.13
Payroll:	<u>\$ 43,051.75</u>
Total:	\$122,722.88

Director Cooper made the motion to the Payroll and Payables from May 16, 2023, to June 15, 2023. Director Kentosh seconded the motion.

No Public Comment.

Cooper/Kentosh

(5) Ayes – M/S/C

7. **Board Discussion/Actions**

a. Approve Performance Management & Incentive Pay Policy. (Etchart/Oakland)

Director Oakland presented the proposed Performance Management & Incentive Pay Policy, created to provide a framework for evaluations and merit pay. The concept is that 2% of current salaries would make the fund pool, and a point system for continuous points or bonus points would be applied. The idea is that those in the lower section of their pay scale would receive continuous points that would bump up their salary range. Employees at the top of their range would receive bonus points paid as a lump sum rather than an increase to the hourly rate. There is a timetable for the assessments and the evaluation criteria. The General Manager will provide the point recommendations for each employee, and the Board will approve or modify them. Employees will have an appeal period if they disagree with the points awarded. This policy will provide the District with a framework and more control over the salary expense while keeping it at the market level. Mr. Martinez and Ms. Ward stated that this would provide the District with good checks and balances and a framework that has not previously existed in the District.

Director Kentosh stated this was very well thought out and asked Director Oakland what he used to create it. Director Oakland replied this was modeled after the government; he simplified it for the size of the District.

Director Cooper requested clarification on what happens when employees are at the top of their range. If the employee is assessed to have enough bonus points, they would be eligible for a bonus or lump sum check rather than an hourly rate increase, keeping them within their salary range.

Director Etchart added that this would improve the District's budget and fiscal responsibility.

Director Kentosh asked how the bonus payments work with PERS; Mr. Martinez stated he would have staff provide documentation of the impact on PERS.

Director Oakland made the motion to approve the Performance Management and Incentive Pay Policy, effective immediately. Director Kentosh seconded the motion.

No Public Comment.

Oakland/Kentosh

(5) Ayes – M/S/C

b. Approve compensation adjustments and/or incentive pay for the General Manager and the Board Secretary & Assistant General Manager based on performance evaluations. (Etchart/Oakland)

Director Etchart stated that the Board completed performance evaluations for General Manager Justin Martinez and Board Secretary & Assistant General Manager Summer Ward covering the previous two-year period. The Executive Committee recommends a 4% merit increase for each of them, equaling a 2% merit increase for each year of the evaluation period, effective July 1, 2023.

Director Cooper requested clarification regarding the merit versus the cost of living adjustment (COLA). The merit increase is based on performance, and the COLA is inflation based and applied to all positions. All positions will receive a 5% COLA effective July 1, 2023, approved by the Board at a previous meeting.

Director Oakland made the motion to approve a 4% merit increase each for the General Manager and the Board Secretary & Assistant General Manager, effective July 1, 2023. Director Pangea seconded the motion.

No Public Comment.

Oakland/Pangea

(5) Ayes – M/S/C

c. Approve incentive/bonus payments for District Staff. (Etchart/Oakland)

Director Oakland stated that as a result of all the work that has been done related to the increased regulations, reporting, and drought response, the Executive Committee recommends bonus payments to staff, \$1,000 to each staff and \$2,000 to senior management. Director Pangea asked if this bonus applied to all positions, even the newly hired. The Board agreed that a \$500 bonus would be paid to the newest employee.

Director Oakland made the motion to approve bonus payments of \$1,000 to each staff, \$500 to the new employee, and \$2,000 to senior management. Director Pangea seconded the motion.

No Public Comment.

Oakland/Pangea

(5) Ayes – M/S/C

d. Presentation of Water Shortage Contingency Plan and Approve Resolution 20230620: Adoption of Water Shortage Contingency Plan. (Ward/Martinez)

Ms. Ward presented the Water Shortage Contingency Plan (WSCP), a new state regulation. Senate Bill 552 includes new responsibilities and requirements at the local level to help small water suppliers and rural communities to reduce their risk of water supply amid a water shortage event. Small water suppliers must have a water shortage contingency plan by July 1, 2023, which is an abridged version of the urban water management plan. MOWD developed this plan in collaboration with the Ventura River Water District and incorporated the Casitas Urban Water Management Plan and the Upper Ventura River Groundwater Agency's Groundwater Sustainability Plan. The minimum requirements for the WSCP are provided in California Water Code §10609.60. The MOWD plan includes drought-planning contacts, local public safety partners and vendors, state and local agency contacts, regional mutual aid networks, triggering mechanisms and levels for action, mitigation, response, communication, enforcement, and relief actions. The approved plan will be made publicly available on the District website.

Director Kentosh shared that he felt this plan was very well written.

Director Cooper recommended that in a future version, the District consider adding more specific language for the General Manager or designee to add or modify response actions within each stage.

Ms. Ward then presented Resolution 20230620: Adoption of the Water Shortage Contingency Plan.

Director Kentosh made the motion to approve Resolution 20230620: Adoption of the Water Shortage Contingency Plan, effective immediately. Director Pangea seconded the motion.

No Public Comment.

Kentosh/Pangea

(5) Ayes – M/S/C

e. Presentation of the proposed FY 2023 – 2024 Budget and Approve Resolution 20230620-1: Adoption of FY 2023 -2024 Fiscal Budget. (Oakland/Martinez)

Director Kentosh gave the committee a brief history of the MOWD budget preparations and fee structure. Directors Oakland and Cooper worked with staff to prepare the FY 2023-2024 Budget. The Budget Committee presented the proposed budget based on the FY 23-24 rates, fees, and anticipated expenses. Stage 1 conditions went into effect on June 1, 2023.

Mr. Martinez and Ms. Ward reviewed the summary of changes to the projected expenses, including salaries and related expenses, liability and worker's compensation insurance costs, UVRGA extraction fee rates, technical work for the wells, implementation of smart meters, new incentive for customers to setup autopay on the District's online payment portal and capital projects including the remaining portion of the approved replacement treatment plant design plans, grant assistance for the replacement treatment plant, new well engineering costs, valve replacements, and the Meiners Rd pressure zone; structure improvements include a new $\frac{3}{4}$ ton field truck due to age and cost of maintenance for existing truck, and the office HVAC system; field equipment includes Chlorine alarms at each facility, a generator welder and air compressor.

Projected revenue was based on FY 23-24 water rates and Stage 1 conditions. Additionally, the District is seeking a state grant for the replacement treatment plant, which would provide the District with \$335,000 to cover the design costs already paid to MKN.

The total projected operating and capital expenses are \$2,414,000, and the total projected revenue from all sources is \$2,419,786.00, with a net of \$5,786. The District projects total fiscal reserves to start at \$1,751,425.30 and end at \$1,955,423.24.

Director Cooper made the motion to approve Resolution 20230620-1: Adoption of FY 2023-2024 Budget. Director Oakland seconded the motion.

No Public Comment.

Cooper/Oakland

(5) Ayes – M/S/C

f. Discussion of the 2022 – 2023 Ventura County Grand Jury Final Report: Water Availability for Wildfires in Ventura County. (Etchart)

Director Etchart presented the Ventura County 2022-2023 Grand Jury Final Report: Water Availability for Wildfires in Ventura County that he received last week and was made available to the public 48 hours later. The findings and recommendations are reasonable and reflect all water agencies in Ventura County. The MOWD Safety & Emergency Committee will review and create an action plan addressing each element. The District has 90 days to submit its response to the findings and recommendations.

No Public Comment.

No Motion.

g. Approve New Meters & Expansion of Services Policy revision, effective immediately. (Martinez/Kentosh)

Mr. Martinez reviewed the proposed revisions on pages 3 and 4 to the newly adopted New Meters & Expansion of Services policy, based on the move from Stage 3 to Stage 1 drought conditions. The revision provides a threshold based on lake capacity for allowing project applicants to purchase additional allocations from Casitas. "When Lake Casitas is between 70-80% of capacity, project applicants may be allowed to fund the acquisition of additional allocation from Casitas and proceed with their projects as outlined in this policy. In this stage, MOWD will not issue more than 1-acre foot of water per year; an applicant may not purchase more than 20% of an acre-foot of water per account, subject to final Board approval. May be subject to change under Emergency Conditions, as determined by the Board of Directors."

Director Kentosh added that when the aquifer is full, it will last up to three years, so the provision requiring that MOWD be on its own wells for 12 months before allowing project applicants to purchase additional allocation seems unnecessary, which is why the threshold was proposed.

Director Kentosh made the motion to approve the proposed revisions to the New Meters & Expansion of Services Policy. Director Pangea seconded the motion.

No Public Comment.

Oakland/Pangea

(5) Ayes – M/S/C

h. Presentation of the 2022 Consumer Confidence Report. (Martinez)

Mr. Martinez presented the 2022 Consumer Confidence Report, which was reviewed with the MOWD state representative. This report notifies customers of the annual water quality sampling and includes the Casitas CCR. The notices will go out in the June bill statements and be available online and in the office.

No Public Comment.

No Motion.

8. General Manager's Report

Mr. Martinez reported that the Casitas Lake level is 74%, up 59.7 feet since January 1, 2023. Some locations' seasonal rainfall totals were unavailable due to technical issues: Matilija Dam 64.25", M.O. Fire Station 42.33", and Nordhoff Ridge 72.68". The 2023 valve replacement project has been completed; R. Meier Construction did the work. The well siting study presentation by Curtis Hopkins will be scheduled as a special meeting to allow enough time for the presentation, questions, and discussion. The District received a sampling violation from SWRCB, a level 1 assessment. The newest employee took his very first sample, which returned a positive hit for coliform; a resample was taken within 24 hours at the original source site and returned negative. It was determined to be a sampling error; however, the follow-up resample did not include two additional sample locations. The state-approved sampling plan was reviewed with staff, and additional training will be provided. Notices to customers will be included in the June bill statements, made available online and in the office. The tri-annual Lead & Copper sampling of 20 residences/buildings within the District is in progress.

No Public Comment.

9. Board Secretary's Report

Ms. Ward presented the monthly Board Secretary report highlighting that the District phone lines and internet migration from AT&T to Mitec Solutions are complete; the only AT&T landline remaining is connected to the SCADA system. The new phone system provides incoming calls with a phone tree and a direct dial to the after-hours on-call field staff. The SCADA software and new computer were scheduled to be installed on June 20; however, that has been delayed by about a week. All customer allocations have been increased to 100% (baseline) in the billing software and the web allocation lookup table. The SWRCB eAR for 2022 has been approved. The SWRCB *new* Water Shortage Contingency Plan was approved tonight, the Drought & Conservation Reporting is ongoing and in compliance, and the Annual Consumer Confidence Report is complete and will go in the June billing as well as posted on the District website. Ms. Ward noted that the new CA AB 1637, currently being amended in Assembly, would require local agencies that maintain a website and emails used for the public, would

need to utilize a “.gov” or “.ca.gov” domain no later than January 1, 2026. The District received approval from the State for the meinersoakswaterdistrict.ca.gov domain; however, updates from legislation indicate that special districts may be exempt from the requirement. Ms. Ward will provide an update once the assembly bill is finalized. Ms. Ward reported that the residential monthly drought surcharge would be inactive as of the June 30 bill cycle; agriculture and commercial accounts will be billed out for any annual over-allocations with the July bill cycle. Ms. Ward noted that of the 110 service orders in May, 80 were meter re-reads due to abnormal consumption, ten account holder changes, and seven leak checks.

No Public Comment.

10. Board Committee Reports

- Executive & Personnel Committee: No meeting.
- UVRGA: Director Etchart reported that the GSA is in the process of narrowing down well owners; they will be meeting again this week.
- Budget/Rate Committee: Met and prepared the proposed FY 2023-2024 fiscal budget.
- Emergency Management Committee: No meeting.
- Allocations, New Meters & Expansion of Services Committee: Met, discussed policy revision, and had a discussion with the Artesian regarding their request for a refund of MWAC fees paid.
- Grants: Met with the State representatives Pete and Patrick; after discussion, they told us that we would be eligible for up to \$6M per project, assuming DAC or 150% of DAC, and would include reimbursement for the design costs. The District has four applications to submit for the treatment plant project; the general application will be modified, and staff will complete the financial application; the District will seek MKN assistance for the technical and environmental (CEQA and permits) applications. There was a discussion regarding replacement storage tanks to meet supply needs based on maximum daily demand.
- Treatment Plant Design Ad Hoc Committee: No meeting.

11. Old Business

- State Water: Director Kentosh provided an update that Casitas has opted out of the project and will rely on the connection through Carpenteria.
- Matilija Dam Removal Update: No update.

12. Director Announcements/Reports

- Director Kentosh: No report.
- Director Oakland: No report.
- Director Pangea: No report.
- Director Cooper: No report.
- Director Etchart: No report.

13. **Meeting Adjournment**

The next meeting will be held on July 18, 2023. There being no further business to conduct at this time, Board President Mike Etchart adjourned the meeting at 8:08 pm.

Board Secretary

Board President

DRAFT

Report of Income as of 6/30/2023

Income	Month of June	Year To Date	Budget Appropriation	Appropriation Balance
Interest	5,344.09	24,046.35	--	24,046.35
Taxes	7,173.11	205,053.74	--	205,053.74
Pumping Charges	345.89	4,118.81	--	4,118.81
Fire Protection	104.16	1,462.44	--	1,462.44
Meter & Inst. Fees		--	--	--
Water Sales	69,594.28	865,542.40	--	(865,542.40)
¹ Casitas Water/Standby	5,564.22	43,811.45	--	43,811.45
MWAC Charges	56,880.17	692,905.15	--	(692,905.15)
MCC Chg.	6,475.29	77,627.25	--	(77,627.25)
² Misc. Income	3,544.33	68,982.58	--	68,982.58
Late & Delinquent Chgs.	2,867.13	45,638.56	--	45,638.56
Conservation Penalty		100.00	--	(100.00)
Capital Improvement		--	--	--
Drought Surcharge	8,950.84	126,446.79	--	126,446.79
Fire Flow/Will Serve Letters	207.38	6,500.00	--	(6,500.00)
		--	--	--
		--	--	--
TOTAL INCOME	167,050.89	2,162,235.52	--	(2,162,235.52)

Note:

¹ This line item is necessary because these sales are tracked in the expenditures

² Hartmann Allocation plus a US Bank NASPO payment, the Income Survey Grant Invoice # 3, and a Will Serve/Fire Flow payment

Meiners Oaks Water District

Report of Expenses and Budget Appropriations, Current Bills and Appropriations To Date

Expenditures	Month of June	Year To Date	Budget Approp	Approp Bal 06/30/23	Current July	Approp FY Bal To Date
Salaries	46,289.52	544,040.24	638,000.00	93,959.76	-	93,959.76
Payroll Taxes	3,772.00	45,556.81	57,000.00	11,443.19	-	11,443.19
Retirement Contributions	6,195.73	76,861.49	75,000.00	(1,861.49)	-	(1,861.49)
Group Insurance	5,921.11	82,497.82	96,000.00	13,502.18	-	13,502.18
Company Uniforms	34.96	3,419.10	4,500.00	1,080.90	-	1,080.90
Phone Office	1,272.31	12,832.51	10,000.00	(2,832.51)	-	(2,832.51)
Janitorial Service	530.09	6,551.17	6,000.00	(551.17)	-	(551.17)
Refuse Disposal	396.79	4,432.08	5,000.00	567.92	-	567.92
Liability Insurance	-	66,833.38	66,000.00	(833.38)	-	(833.38)
Workers Compensation	-	15,313.30	16,000.00	686.70	-	686.70
Wells	-	3,599.59	5,000.00	1,400.41	-	1,400.41
Truck Maintenance	8.35	8,535.49	3,500.00	(5,035.49)	-	(5,035.49)
Office Equipment Maintenance	184.00	5,665.16	4,000.00	(1,665.16)	-	(1,665.16)
Security System	-	386.40	1,000.00	613.60	-	613.60
Cell Phones	435.29	4,781.11	4,500.00	(281.11)	-	(281.11)
System Maintenance	5,370.03	49,564.77	79,000.00	29,435.23	-	29,435.23
Safety Equipment	14.82	1,759.51	6,000.00	4,240.49	-	4,240.49
Laboratory Services	3,035.00	17,382.00	14,500.00	(2,882.00)	-	(2,882.00)
Membership and Dues	-	9,389.00	9,000.00	(389.00)	-	(389.00)
Printing and Binding	-	777.31	2,000.00	1,222.69	-	1,222.69
Office Supplies	1,680.83	9,938.56	6,000.00	(3,938.56)	-	(3,938.56)
Postage and Express	2,483.75	16,453.60	12,000.00	(4,453.60)	-	(4,453.60)
B.O.D. Fees	3,000.00	33,335.69	27,000.00	(6,335.69)	-	(6,335.69)
Engineering & Technical Services	-	21,234.15	50,000.00	28,765.85	-	28,765.85
Computer Services	4,009.17	37,911.00	17,000.00	(20,911.00)	-	(20,911.00)
Other Prof. & Regulatory Fees	2,505.00	45,674.05	40,000.00	(5,674.05)	-	(5,674.05)
Public and Legal Notices	-	698.00	2,000.00	1,302.00	-	1,302.00
Attorney Fees	3,542.50	30,698.00	50,000.00	19,302.00	-	19,302.00
GSA Fees	-	74,444.00	80,000.00	5,556.00	-	5,556.00
VR/SBC/City of VTA Law Suit	125.46	4,980.58	75,000.00	70,019.42	-	70,019.42
Rental Equipment	-	-	-	-	-	-
Audit Fees	500.00	26,350.00	25,000.00	(1,350.00)	-	(1,350.00)
Small Tools	-	4,833.12	5,000.00	166.88	-	166.88
Election Supplies	-	3,166.52	2,500.00	(666.52)	-	(666.52)
Treatment Plant	389.35	5,224.78	10,000.00	4,775.22	-	4,775.22
Fuel	1,199.76	17,394.49	20,000.00	2,605.51	-	2,605.51
Travel Exp./Seminars	-	1,993.47	2,000.00	6.53	-	6.53
Utilities	228.74	3,564.13	3,500.00	(64.13)	-	(64.13)
Power and Pumping	1,887.71	48,735.24	80,000.00	31,264.76	-	31,264.76
Meters	-	7,151.81	36,000.00	28,848.19	-	28,848.19
Total Expenditures	95,012.27	1,353,959.43	1,645,000.00	291,040.57	-	291,040.57
Water Distribution System	-	-	-	-	-	-
	-	-	-	-	-	-
Well 8 Nitrate Removal/Blending	-	-	10,000.00	10,000.00	-	10,000.00
Valve Replacements	55,259.65	55,259.65	60,000.00	4,740.35	-	4,740.35
Tank Cleaning	-	-	-	-	-	-
Meiners Rd. Tank/Zone	-	-	75,000.00	75,000.00	-	75,000.00
	-	-	-	-	-	-
Structures and Improvements	-	-	-	-	-	-
	-	-	-	-	-	-
Treatment Plant 100% Eng. Design	29,526.17	221,047.12	350,000.00	128,952.88	-	128,952.88
	-	-	-	-	-	-
Field Equipment	-	-	-	-	-	-
	-	-	-	-	-	-
GIS Equipment & Software	-	12,928.51	15,000.00	2,071.49	-	2,071.49
Air Compressor	-	-	3,500.00	3,500.00	-	3,500.00
	-	-	-	-	-	-
	-	-	-	-	-	-
Appropriations for Contingencies	-	66,068.08	100,000.00	33,931.92	-	33,931.92
Total CIP Spending	84,785.82	355,303.36	613,500.00	258,196.64	-	258,196.64
GRAND TOTAL	179,798.09	1,709,262.79	2,258,500.00	549,237.21	-	549,237.21



Meiners Oaks County Water District, CA

Check Report

By Vendor Name

Date Range: 06/16/2023 - 07/15/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
ARC	Actuarial Retirement Consulting	06/28/2023	Regular	0.00	500.00	10809
1524	Invoice	06/13/2023	GASB 75 Disclosure Report	0.00	500.00	
AWWA	American Water Works Association	07/03/2023	Regular	0.00	487.00	10823
5082586	Invoice	07/03/2023	Membership Dues 2023-24	0.00	487.00	
AQUA-F	Aqua-Flo Supply	07/12/2023	Regular	0.00	89.74	10828
512127674	Invoice	06/14/2023	Brass Bushing/Brass Coupling/Brass Nippl	0.00	89.74	
AT&T	AT&T	06/28/2023	Regular	0.00	975.55	10810
01840623	Invoice	06/13/2023	Office Phones	0.00	385.23	
3517159708	Invoice	06/19/2023	Office Phones	0.00	590.32	
AUTOSU	Automotive Supply - Ojai	07/12/2023	Regular	0.00	8.35	10829
571231	Invoice	06/16/2023	Tire Repair Kit	0.00	8.35	
BADGER	Badger Meter	07/12/2023	Regular	0.00	77.22	10830
80131779	Invoice	06/29/2023	Beacon Hosting	0.00	77.22	
CALPERS	California Public Employees' Retirement	06/30/2023	Bank Draft	0.00	3,033.42	DFT0001864
INV0002350	Invoice	06/15/2023	Health	0.00	3,033.42	
CALPERS	California Public Employees' Retirement	06/27/2023	Bank Draft	0.00	20.02	DFT0001873
061423	Invoice	06/14/2023	Active Premium	0.00	20.02	
CALPERS	California Public Employees' Retirement	06/30/2023	Bank Draft	0.00	3,033.38	DFT0001875
INV0002362	Invoice	06/30/2023	Health	0.00	3,033.38	
CRWA	California Rural Water Association	07/03/2023	Regular	0.00	900.00	10824
0723	Invoice	07/03/2023	2023-24 Membership	0.00	900.00	
CAL-STATE	Cal-State	06/28/2023	Regular	0.00	258.09	10811
249279	Invoice	06/22/2023	Portable Toilet	0.00	126.23	
249620	Invoice	06/27/2023	Portable Toilet	0.00	131.86	
CMWD	Casitas Municipal Water District	07/12/2023	Regular	0.00	45,611.98	10831
261150623	Invoice	06/30/2023	Fairview Standby	0.00	1,033.31	
261150623-2	Invoice	06/30/2023	Fairview Purchased Water	0.00	43,333.29	
26200623	Invoice	06/30/2023	Hartmann Allocation	0.00	212.07	
300650623	Invoice	06/30/2023	Tico & La Luna Standby	0.00	1,033.31	
CLEANCO	Cleancoast Janitorial	06/28/2023	Regular	0.00	272.00	10812
3000	Invoice	06/23/2023	June Janitorial	0.00	272.00	
CVTDEP	County of Ventura Transport. Dept.	07/12/2023	Regular	0.00	1,170.00	10832
357973	Invoice	06/05/2023	La Luna Ave.	0.00	390.00	
357976	Invoice	06/05/2023	Fairview Rd.	0.00	390.00	
357977	Invoice	06/05/2023	Fernando Dr.	0.00	390.00	
DATAP	Dataprose LLC	07/12/2023	Regular	0.00	2,483.75	10833
3P72497	Invoice	06/27/2023	Important Information Notice	0.00	326.67	
3P72498	Invoice	06/27/2023	Water Quality Report	0.00	295.30	
DP2302433	Invoice	06/30/2023	Bulk Billing and Postage	0.00	1,861.78	
EJHAR	E. J. Harrison Rolloffs, Inc.	06/28/2023	Regular	0.00	396.79	10813
231300623	Invoice	06/15/2023	Office Trash	0.00	153.24	
994160623	Invoice	06/15/2023	3 Yard Dumpster	0.00	243.55	

Check Report

Date Range: 06/16/2023 - 07/15/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
FAMCON 5100104162.001	Famcon Pipe and Supply, Inc Invoice	06/09/2023	07/12/2023 Combo. Air Valve/Ball Ams/Ball Corp./Sad	Regular	0.00 0.00	811.24 811.24	10834
FGLENV 307531A 307535A 308016A 308544A 308812A 308852A 309391A 309964A 310427A	FGL Environmental Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/12/2023 06/23/2023 06/14/2023 06/14/2023 06/14/2023 06/09/2023 06/27/2023 06/26/2023 06/26/2023	06/28/2023 Samples Samples Samples Samples Samples Samples Samples Samples	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,685.00 708.00 220.00 107.00 107.00 117.00 57.00 67.00 223.00 79.00	10814
FGLENV 309754A 309910A 309962A 309963A 310428A 310429A 310430A 310979A	FGL Environmental Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/27/2023 06/27/2023 07/10/2023 07/10/2023 06/28/2023 07/11/2023 07/11/2023 07/07/2023	07/12/2023 Samples Samples Samples Samples Samples Samples Samples	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	666.00 67.00 107.00 133.00 75.00 107.00 35.00 35.00 107.00	10835
GUARDIAN INV0002351 INV0002363	Guardian Invoice Invoice	06/15/2023 06/30/2023	06/28/2023 Dental Dental	Regular	0.00 0.00 0.00	539.16 269.60 269.56	10807
GUARDIAN 7590460623	Guardian Invoice	06/15/2023	06/28/2023 Dental	Regular	0.00 0.00	174.41 174.41	10815
HACHCO 13638009	Hach Company Invoice	06/29/2023	07/12/2023 DPD & TOT Chlorine Reagent/Sample Cell	Regular	0.00 0.00	389.35 389.35	10836
HCS 108985	Herum/Crabtree/Suntag Invoice	06/25/2023	07/12/2023 SBCK vs VTA	Regular	0.00 0.00	125.46 125.46	10837
LAFCO 20232024	Local Agency Formation Committee Invoice	07/03/2023	07/03/2023 LAFCO Payment	Regular	0.00 0.00	1,295.00 1,295.00	10825
MKENNEDY 062223	Maria Elena Kennedy Invoice	06/22/2023	06/28/2023 Income Survey	Regular	0.00 0.00	2,415.00 2,415.00	10816
MOHARD 044833 045001 045447 045963 046034 046289 046530	Meiners Oaks Hardware Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/01/2023 06/02/2023 06/06/2023 06/12/2023 06/13/2023 06/14/2023 06/16/2023	07/12/2023 Batteries Ammonia Liquid Chlorine PVC Pipe Concrete RoundUp Plastic Bucket/Caution Tape/Spray Bottle	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00	705.38 18.53 10.70 59.97 46.12 413.77 122.96 33.33	10838
MKN&A 102637	Michael K. Nunley & Associates, Inc. Invoice	06/14/2023	06/28/2023 Water Treatment Plant Design	Regular	0.00 0.00	29,526.17 29,526.17	10817
MKN&A 102327	Michael K. Nunley & Associates, Inc. Invoice	07/03/2023	07/12/2023 Water Treatment Plant Design	Regular	0.00 0.00	8,294.14 8,294.14	10839

Check Report

Date Range: 06/16/2023 - 07/15/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
MITEC	MiTec Solutions LLC	06/28/2023	Regular	0.00	1,139.29	10818
1066723	Invoice	06/16/2023	Monthly Maintenance	0.00	360.00	
1066818	Invoice	06/23/2023	Setup New Desktop Computer	0.00	500.00	
92538	Invoice	06/15/2023	Splashtop	0.00	20.00	
92613	Invoice	06/15/2023	AntiVirus Monthly	0.00	60.00	
92665	Invoice	06/15/2023	VoIP Fee/Elevate Communications	0.00	199.29	
MITEC	MiTec Solutions LLC	07/12/2023	Regular	0.00	2,224.92	10840
1066841	Invoice	06/28/2023	Remote Labor SCADA	0.00	120.00	
1066872	Invoice	07/03/2023	Emergency Labor SCADA	0.00	250.00	
1066875	Invoice	07/03/2023	Onsite Labor	0.00	493.09	
1066877	Invoice	07/03/2023	New Computer Work	0.00	750.00	
93059	Invoice	07/01/2023	Exchange/Web Hosting/ShareSync	0.00	273.83	
93104	Invoice	07/01/2023	Off Site Back Up	0.00	98.00	
93159	Invoice	07/01/2023	X360Recover	0.00	240.00	
NCK&K	Nelson Comis Kettle & Kinney, LLP	07/12/2023	Regular	0.00	1,657.50	10841
10380	Invoice	06/08/2023	Attorney Fees	0.00	1,657.50	
PATHIAN	Pathian Administrators	06/28/2023	Regular	0.00	114.47	10808
INV0002353	Invoice	06/15/2023	HSBS	0.00	57.24	
INV0002365	Invoice	06/30/2023	HSBS	0.00	57.23	
PERS	Public Employees' Retirement System	06/30/2023	Bank Draft	0.00	700.00	DFT0001863
INV0002349	Invoice	06/15/2023	457 Withholdings	0.00	700.00	
PERS	Public Employees' Retirement System	06/30/2023	Bank Draft	0.00	2,961.38	DFT0001865
INV0002352	Invoice	06/15/2023	PERS	0.00	2,961.38	
PERS	Public Employees' Retirement System	06/30/2023	Bank Draft	0.00	700.00	DFT0001874
INV0002361	Invoice	06/30/2023	457 Withholdings	0.00	700.00	
PERS	Public Employees' Retirement System	06/30/2023	Bank Draft	0.00	2,961.38	DFT0001876
INV0002364	Invoice	06/30/2023	PERS	0.00	2,961.38	
PERS	Public Employees' Retirement System	07/11/2023	Bank Draft	0.00	2,772.17	DFT0001884
10000001721604	Invoice	07/01/2023	Unfunded Accrued Liability	0.00	2,772.17	
RMEIER	R. Meier Construction	06/28/2023	Regular	0.00	55,259.65	10819
50	Invoice	06/19/2023	990 Fairview Rd. 6" Valve/Hydrant/Hydra	0.00	32,094.05	
52	Invoice	06/19/2023	Valve Replacement: El Conejo & N. La Lu	0.00	12,889.00	
53	Invoice	06/19/2023	Valve Replacement: N. Arnaz & Fernando	0.00	10,276.60	
SECORP	Secorp Industries	07/12/2023	Regular	0.00	14.82	10842
10082815	Invoice	06/26/2023	Cylinder Refill	0.00	14.82	
SCE	Southern California Edison Co.	06/28/2023	Regular	0.00	2,110.02	10820
OFFELE0623	Invoice	06/27/2023	Office Electricity	0.00	222.31	
TNKFRM0623	Invoice	06/27/2023	Tank Farm	0.00	32.50	
WELL1-0623	Invoice	06/27/2023	Well 1	0.00	103.11	
WELL2-0623	Invoice	06/27/2023	Well 2	0.00	88.18	
WELL4&70623	Invoice	06/27/2023	Wells 4&7	0.00	705.02	
WELL80623	Invoice	06/27/2023	Well 8	0.00	263.59	
Z-10623	Invoice	06/27/2023	Zone 1	0.00	123.42	
Z-2FIRE0623	Invoice	06/27/2023	Zone 2 Fire	0.00	107.94	
Z-2PWRO623	Invoice	06/27/2023	Zone 2 Power	0.00	446.05	
Z-3FIRE0623	Invoice	06/27/2023	Zone 3 Fire	0.00	17.90	
SCGAS	Southern California Gas Co.	07/12/2023	Regular	0.00	6.43	10843
0771	Invoice	06/28/2023	Office Heat	0.00	6.43	
SDRMA	Special District Risk Management Auth.	07/03/2023	Regular	0.00	75,967.65	10826
73931	Invoice	07/03/2023	Property/Liability Package	0.00	75,967.65	

Check Report

Date Range: 06/16/2023 - 07/15/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
SDRMA 73492	Special District Risk Management Auth. Invoice	07/03/2023	07/03/2023 Workers' Compensation	Regular	0.00 0.00	41,604.53 41,604.53	10827
SPECTRUM 0299421062723	Spectrum Invoice	06/27/2023	07/12/2023 Internet	Regular	0.00 0.00	84.98 84.98	10844
SUMMER 050423 060123 062923	Summer Ward Invoice Invoice Invoice	06/04/2023 06/01/2023 06/29/2023	07/12/2023 Water For Office Water For Office Water For Office	Regular	0.00 0.00 0.00 0.00	15.00 5.00 5.00 5.00	10845
TORO 13511-001	Toro Enterprises, Inc. Invoice	06/27/2023	07/12/2023 Brush Clearing	Regular	0.00 0.00	2,548.00 2,548.00	10846
TYLER 025-427177	Tyler Technologies, Inc. Invoice	06/01/2023	06/28/2023 ERP Pro Document Management Annual F	Regular	0.00 0.00	490.77 490.77	10821
TYLER 025-429514 025-429957	Tyler Technologies, Inc. Invoice Invoice	06/30/2023 06/30/2023	07/12/2023 Insite Transactions Fees Utility Bill Notifications	Regular	0.00 0.00 0.00	487.10 369.00 118.10	10847
UAOFSC 620230447	Underground Service Alert of So.Ca. Invoice	06/30/2023	07/12/2023 Digalerts	Regular	0.00 0.00	50.25 50.25	10848
USBANK AMAZON052623 AMAZON060523 AMAZON060923 AMAZON061423 AMAZON061923 AMSTERDAM052 AMSTERDAM062 DROPBOX062023 GOTO061623 HOSEMAN06132 INDESIGNS06122 OFFDEP060723 OSS060923 PRIME062023	US Bank Corporate Pmt. System Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	06/03/2023 06/05/2023 06/09/2023 06/14/2023 06/19/2023 06/04/2023 06/21/2023 06/23/2023 06/16/2023 06/12/2023 06/12/2023 06/07/2023 06/09/2023 06/20/2023	07/12/2023 Hat Washers Door Tag Paper Computer Stands Computer Mouse Projector Screen Pens Pens DropBox Remote Meetings Rubber Washer Safety Vests Printing Chair Storage Facility Membership	Regular	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,780.18 22.39 61.59 77.59 22.90 116.89 609.47 252.49 90.00 10.00 23.28 34.96 258.54 184.00 16.08	10849
VRWC 20232024	Ventura County Resource Conservation District Invoice	07/01/2023	07/12/2023 VTA River Watershed Coordinator Position	Regular	0.00 0.00	566.50 566.50	10851
VERIZON 9938249351	Verizon Wireless Invoice	06/26/2023	07/12/2023 Cell Phones	Regular	0.00 0.00	435.29 435.29	10852
WEX 39870745	WEX BANK Invoice	06/15/2023	06/28/2023 Fuel	Regular	0.00 0.00	1,199.76 1,199.76	10822

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	115	45	0.00	287,613.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	16,181.75
EFT's	0	0	0.00	0.00
	123	53	0.00	303,795.64

All Bank Codes Check Summary

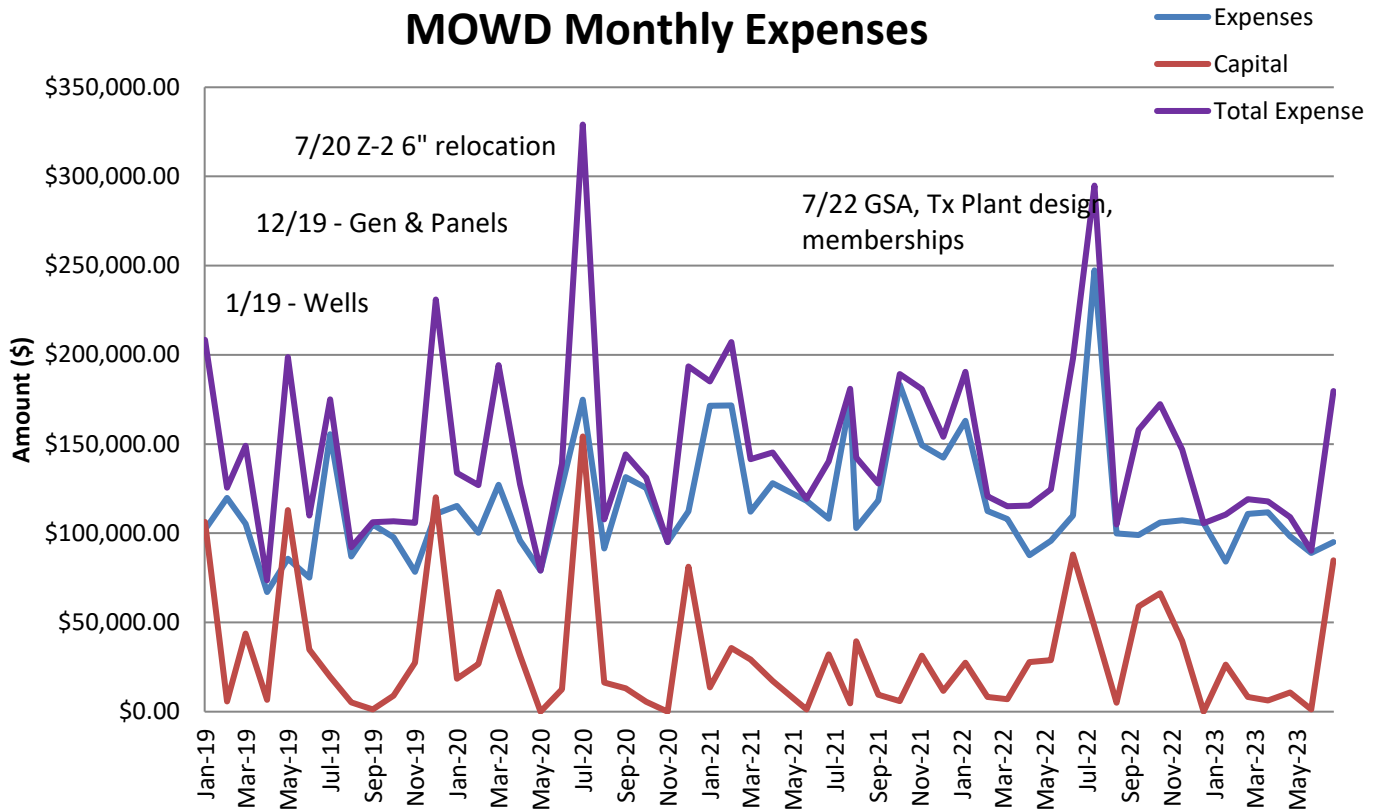
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	115	45	0.00	287,613.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	8	8	0.00	16,181.75
EFT's	0	0	0.00	0.00
	123	53	0.00	303,795.64

Fund Summary

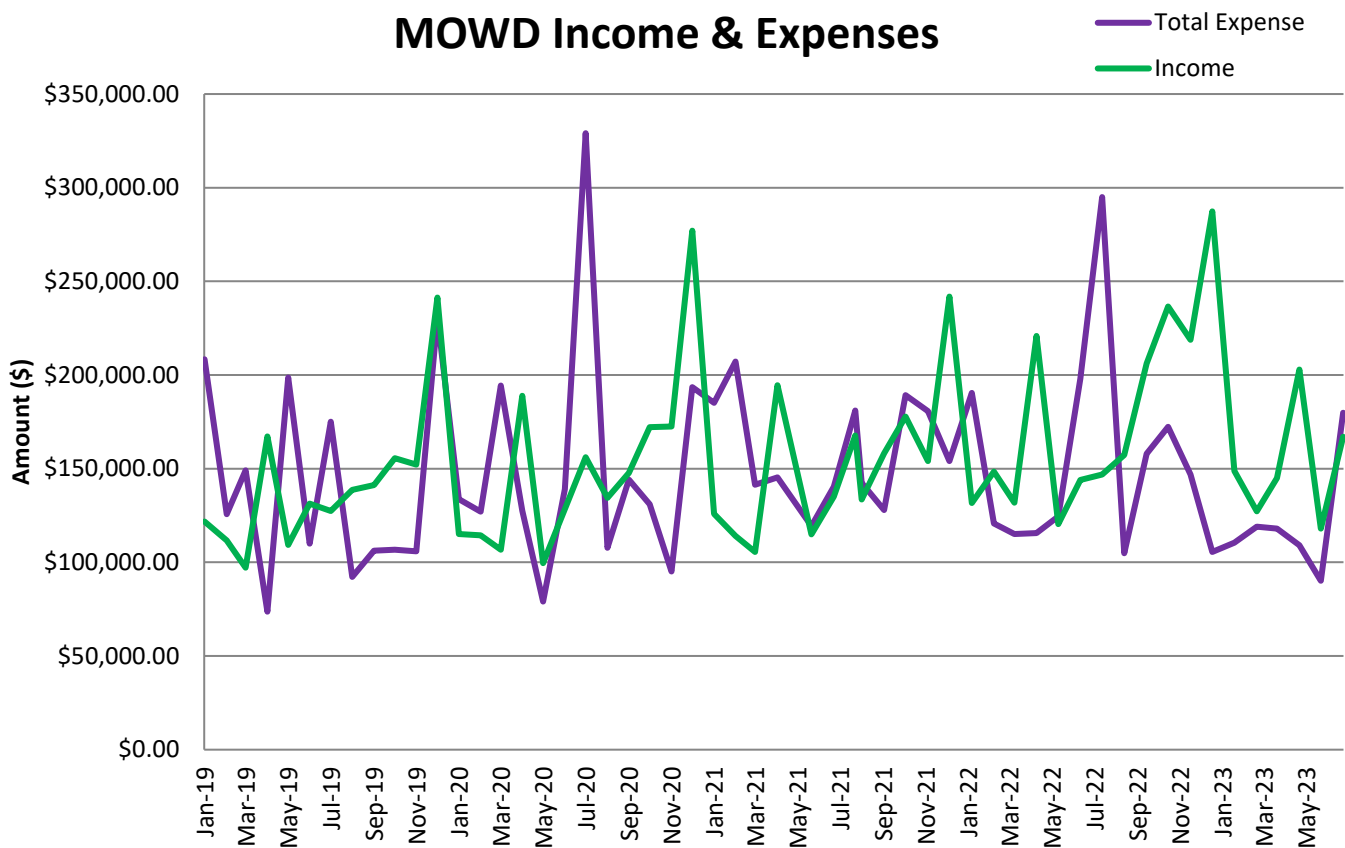
Fund	Name	Period	Amount
10	OPERATING	6/2023	110,465.71
10	OPERATING	7/2023	193,329.93
			303,795.64

PR \$47,272.42

MOWD Monthly Expenses



MOWD Income & Expenses




Fanning & Karrh

Certified Public Accountants

A Professional Corporation

PO Box 7464

Ventura, California 93006

Telephone (805) 654-0450

July 3, 2023

 To the Board of Directors and Management of
 Meiners Oaks Water District:

We are pleased to confirm our understanding of the services we are to provide Meiners Oaks Water District for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statements of Meiners Oaks Water District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Meiners Oaks Water District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Meiners Oaks Water District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Cost Sharing Defined Benefit Pension Plan – Schedule of Proportionate Share of the Net Pension Liability and Schedule of Contributions
- 3) Schedule of Changes in the Net OPEB Liability and Related Ratios

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the account and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill the District for responding to this inquiry.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Meiners Oaks Water District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will assist in preparing the District's Special Districts' Financial Transactions Report for the State Controller's Office and the District's depreciation schedule based on information provided by you. We will also assist in preparing the financial statements of Meiners Oaks Water District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations or schedules we request and will locate any documents selected by us for testing.

Cynthia Fanning is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately November 2023.

Our fee estimate anticipates keeping our time to a reasonable minimum by maximizing the participation of your personnel in routine aspects of the audits, such as preparation of schedules and analyses. We

estimate that our fees for these services will range from \$19,500 to \$21,000 for the audit and \$1,300 to \$1,500 for preparation of the State Controller's Office Special Districts Financial Transaction Report. You will also be billed for travel and other out-of-pocket costs such as report production, postage, etc. Additional expenses will not exceed \$500 per year.

Estimating the fees for work to be performed is extremely difficult to do; however, we are willing to perform the proposed engagement with the understanding that our fees will not exceed the above maximum estimate unless unforeseen circumstances arise. If a circumstance such as this arises, we will advise you as soon as possible and obtain agreement on how we should proceed. Should the engagement require less time than is presently anticipated, our fees would be reduced accordingly. Our fees for any additional services you may request will be mutually agreed upon before we commence work. Any amendment must be expressly set forth in writing and signed by both parties.

Reporting

We will issue a written report upon completion of our audit of Meiners Oaks Water District's financial statements. Our report will be addressed to the Board of Directors of Meiners Oaks Water District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to continue to be of service to Meiners Oaks Water District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

Fanning & Karrh, CPAs


Cynthia L. Fanning

RESPONSE:

This letter correctly sets forth the understanding of Meiners Oaks Water District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



CalWARN Mutual Aid & Assistance Program

Summary:

The 2022 – 2023 Ventura County Grand Jury Report: Water Availability for Wildfires in Ventura County findings (R-07) recommends all water purveyors enroll in CalWARN, a network of water and wastewater agencies that can provide emergency resources.

Background:

In June 2023, the Ventura County Grand Jury published its final report, Water Availability for Wildfires in Ventura County. There were a total of (13) findings and (7) recommended actions. The District has ninety (90) days to respond to the Grand Jury Report. Enrollment in the CalWarn Mutual Aid & Assistance program was finding F-13 and recommendation R-07.

CalWARN's mission is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for public and private water and wastewater utilities. Membership provides new tools and proven practices that can enhance readiness while providing daily value to the organization and customers. CalWARN is a legal instrument that authorizes the exchange of resources between utilities that have signed the member agreement.

Fiscal Impact:

There is no cost to the District to enroll as a member of CalWarn.

Recommendations:

Authorize the District to submit the Mutual Aid Articles of Agreement and related forms for CalWARN Region 1 – Southern Region.

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)
agrees to abide by the current CalWARN Omnibus Mutual Assistance Agreement and the CalWARN ACS Chapter Governance Document.

Date: _____

Name: (printed) _____ (signature) _____

Title: _____

Please return a signed copy of this page to: CWC-ACS@YourACS.org

- 1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.
3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31
32

33 **ARTICLE III.** 34 **ADMINISTRATION** 35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15
16

17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27
- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**

40 **ARBITRATION**

41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
47
48

1 **ARTICLE IX.**
2 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
3

4 Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member
5 shall assume the defense of, fully indemnify and hold harmless Responding Member, its
6 Directors, Council Members, Supervisors, officers and employees, from all claims, loss,
7 damage, injury and liability of every kind, nature and description, directly or indirectly arising
8 from the Requesting Member's work hereunder, including, but not limited to, negligent or
9 wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty
10 workmanship or other negligent acts, errors or omissions by Responding Member, or by
11 personnel provided to Requesting Member from the time assistance is requested and
12 rendered until the assistance is returned to Responding Member's control, portal to portal.
13

14
15 **ARTICLE X.**
16 **SIGNATORY INDEMNIFICATION**
17

18 In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature
19 arising out of the rendering of assistance through this Agreement, the parties involved in
20 rendering or receiving assistance agree to indemnify and hold harmless all Members whose
21 only involvement is the execution and approval of this Agreement, in the transaction or
22 occurrence which is the subject of such claim, action, demand or other proceeding. Such
23 indemnification shall include indemnity for all claims, demands, liability, damages and costs,
24 including reasonable attorneys' fees and other costs of defense, for injury, property damage
25 and workers compensation.
26

27
28 **ARTICLE XI.**
29 **WORKER'S COMPENSATION CLAIMS**
30

31 The Responding Member is responsible for providing worker's compensation benefits and
32 administering worker's compensation for its employees. The Requesting Member is
33 responsible for providing worker's compensation benefits and administering worker's
34 compensation for its employees.
35

36
37 **ARTICLE XII.**
38 **NOTICE**
39

40 Each party hereto shall give to the others prompt and timely written notice of any claim
41 made or any suit instituted coming to its knowledge, which in any way, directly or indirectly,
42 contingently or otherwise, affects or might affect them, and each Member shall have the
43 right to participate in the defense of the same, as it considers necessary to protect its own
44 interests.
45
46

1 **ARTICLE XIII.**
2 **INSURANCE**
3

4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

8
9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
26

27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**
33

34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**
43

44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

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ARTICLE XVIII.
SEVERABILITY

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the
17 Agreement did not contain the particular term or provision held to be invalid.
18
19

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ARTICLE XIX.
PRIOR AGREEMENTS

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance
33 are inconsistent with this Agreement, such agreements are hereby superseded. This
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
36
37

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45

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no other person or entity has rights
under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
duties created by this Agreement to third parties that are not Members is prohibited and without
effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under
California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance
activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
programs.

CalWARN Agency Contact List

Date:

Last Updated - Region Chair:

AGENCY INFORMATION (For each Division)				CORPORATE HEADQUARTERS		
Agency: <input type="text"/> Administrative Offices: <input type="text"/> Street Address <input type="text"/> City State Zip Code County <input type="text"/> Primary Fax: Primary Phone: <input type="text"/> es Served: <input type="text"/> Population Served: <input type="text"/> <input type="text"/> Water Wastewater				Manager Name: <input type="text"/> Title: <input type="text"/> <input type="text"/> Street Address <input type="text"/> City CA State Zip Code <input type="text"/> Office Phone Cell Phone: Pager: <input type="text"/> Fax: Home Phone: <input type="text"/> <input type="text"/> Email: <input type="text"/>		
BUSINESS HOURS CONTACTS				24 HR. CONTACT(S)		
<u>Water Operations Primary</u> <input type="text"/> Name Office Phone Email <u>Water Quality</u> <input type="text"/> Name Office Phone Email <u>Public Information Officer</u> <input type="text"/> Name Office Phone Email <u>Wastewater Operations Primary</u> <input type="text"/> Name Office Phone Email				<input type="text"/> Name Office Phone Cell Phone <input type="text"/> Name Office Phone Cell Phone <input type="text"/> Name Office Phone Cell Phone <input type="text"/> Name Office Phone Cell Phone		
CalWARN Contacts						
Primary Contact				Alternate Office Contact		
Name: <input type="text"/> Title: <input type="text"/> Office: <input type="text"/> Cell: <input type="text"/> Pager: <input type="text"/> Home: <input type="text"/> Email: <input type="text"/>				Name: <input type="text"/> Title: <input type="text"/> Office: <input type="text"/> Cell: <input type="text"/> Pager: <input type="text"/> Home: <input type="text"/> Email: <input type="text"/>		
Additional Contact Information						
Satellite Phone (1): <input type="text"/>		Satellite Phone (2): <input type="text"/>		Satellite Phone (3): <input type="text"/>		



FCC GETS/WPS Programs

Summary:

The 2022 – 2023 Ventura County Grand Jury Report: Water Availability for Wildfires in Ventura County findings (R-05 & R-06) recommends all water purveyors enroll in the FCC's Government Emergency Telecommunications System (GETS) and Wireless Priority Service (WPS), providing priority landline and cellular service in emergencies.

Background:


In June 2023, the Ventura County Grand Jury published its final report, Water Availability for Wildfires in Ventura County. There were a total of (13) findings and (7) recommended actions. The District has ninety (90) days to respond to the Grand Jury Report. Enrollment in the GETS and WPS programs was finding F-12, and recommendations were R-05 and R-06.

The Federal Communications Commission Government Emergency Telecommunications Service (GETS) is a program of the Department of Homeland Security, Office of Emergency Communications, that prioritizes calls over wireline networks. Users receive an access card (GETS card) with both the universal GETS access number and a Personal Identification Number. The Wireless Priority Service (WPS) provides priority access over cellular networks. Organizations can use both the GETS and WPS programs.

Organizations must be deemed as Federal, State, local, and tribal police departments, public safety answering points or 9-1-1 call centers, EMS entities, essential healthcare providers, or any other organization that uses telecommunication services necessary for public health, safety, and maintenance of law and order. Using the GETS card will provide priority over regular calls, increasing the probability that the wireline call will get through the network. WPS is a federal program that authorizes cellular communication service providers to prioritize calls over wireless networks. Authorized users dial *272 on a WPS-enabled device to receive calling queue priority. The WPS program is always in effect; it is not contingent on a major disaster or attack. However, this program can be extremely beneficial during a major disaster or attack in which the public telecommunications networks are congested by high call volumes and/damage to the



telecommunications infrastructure. If the organization qualifies, the WPS Program Office will contact the organization's cellular provider and complete the process. WPS is an added feature to the phone(s); the WPS Program Office handles the software changes.

**GWIDS**
GETS/WPS Information Distribution System

Become a GETS/WPS Point of Contact for Your Organization

☒ **Agreements**

☒ **Instructions**

☐ 1. Personal

☐ 2. Contact

☐ 3. Organization

☐ 4. GETS

☐ 5. WPS

☐ Confirmation

Instructions and Checklist

The GETS/WPS POC Request Form is designed to allow you to establish a Point-of-Contact (POC) for GETS/WPS in your organization. Before you start, you should make sure that you have all necessary information available. You will need to provide the following minimum required information:

Personal

- Full Name
- Official Mailing Address (*GETS PIN cards will be sent here*)
- Official Organizational Email Address
- Two (2) Phone Numbers

Organizational

- Organization Type (e.g. a Federal Agency)
- Organization Name and Brief Description
- Your Position Title
- Responsible for Continuity of Operations? (Yes or No)

GETS Service Subscription

- GETS NS/EP Mission Criteria (from list)
- International Calling Needed? (Yes or No)

WPS Service Subscription (Optional)

- WPS NS/EP Mission Criteria (from list)
- Wireless Carrier
- Account Number
- Cell Phone Number

Please do not use the Back and Refresh buttons in your browser while using this form. This could result in duplicate service requests or lost data. Instead, use the Previous and Next buttons and the left sidebar.

Previous

Next

* = Required Field; ! = Invalid Entry

Fiscal Impact:

There is no cost to the District to apply for enrollment for GETS or WPS.

Recommendations:

Authorize the District to apply for enrollment in the FCC's GETS and WPS programs.



District Summary/Update

- **Casitas Lake Level:** 73.7% 7/13/23
- **Wells:** MOWD is 100% on our own wells, Wells 4A & 7 as of 6/2/2023
- **Rain Fall Totals (Season):**

Casitas Dam	--. --"
Matilija Dam	64.25"
M.O. Fire Station	42.34"
Stewart Canyon	--. --"
Nordhoff Ridge	72.68"
- **GIS Mapping:** GIS mapping of the district has been completed. Staff is currently attaching info to each asset
-LCRR data entry (in progress)
- **Emergency Back-Up Water:** Highline to Casitas Fairview Booster Station (In-Progress)
- **Treatment Plant Project:** MKN & Associates are working towards the final design, along with a cost proposal to assist the district through the grant process. (Under Review)
- **Well Siting Study:** Curtis Hopkins
- **Well #4A Redevelopment:** Curtis Hopkins (Assessment in Progress)
- **Tri-Annual Lead & Copper Monitoring:** 50% Participation
- **Staff:** Part Time Temporary Utility Helper; Pending Start Date (Pre-Employment Process in Progress)

<u>Type of Work</u>	<u>Cause</u>	<u>Date</u>	<u>Location</u>	<u>Contractor</u>	<u>Amount \$</u>
Illegal Dumping; Called Sheriff		6/21	Well# 4A & 7		
Break-In; Called Sheriff		6/30-7/1	Well# 4A & 7		
Install Intrusion Alarm	Break-In	7/11	Well# 4A & 7	CIT	TBD
Install New SCADA Computer and Software	Age	7/13	Office	CIT	In Progress

Current Well Levels and Specific Capacity

WELL #1	JAN 23'	FEB 23'	MAR 23'	APR 23'	MAY 23'	JUN 23'	JUL 23'	AUG 23'	SEP 23'	OCT 23'	NOV 23'	DEC 23'
STATIC (ft)	14.53'	19.3'	15.52'	18.4	19.5'	21'	21.76					
RUNNING (ft)	OFF	21.9'	OFF	OFF	OFF	OFF	OFF					
DRAW DOWN (ft)	OFF	2.6'	OFF	OFF	OFF	OFF	OFF					
Gallons Per Minute (GPM)	OFF	299	OFF	OFF	OFF	OFF	OFF					
Specific Capacity (gal/ft DD)	OFF	115	OFF	OFF	OFF	OFF	OFF					
WELL #2	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	16.36'	20'	16.86'	19.3	20'	21'	21.76					
RUNNING (ft)	OFF	25'	OFF	OFF	OFF	OFF	OFF					
DRAW DOWN (ft)	OFF	5'	OFF	OFF	OFF	OFF	OFF					
Gallons Per Minute (GPM)	OFF	220	OFF	OFF	OFF	OFF	OFF					
Specific Capacity (gal/ft DD)	OFF	44	OFF	OFF	OFF	OFF	OFF					
WELL #4A	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	23.6'	26.6'	22.9'	24.8	26'	28'35.6	28.8'					
RUNNING (ft)	OFF	46.2'	OFF	OFF	OFF	50'	49.4'					
DRAW DOWN (ft)	OFF	1.7'	OFF	OFF	OFF	22'	20.6'					
Gallons Per Minute (GPM)	OFF	350	OFF	OFF	OFF	417	412					
Specific Capacity (gal/ft DD)	OFF	18.6	OFF	OFF	OFF	18.95	20					
WELL #7	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	31.10'	33.7'	30.5'	32.1	33'	35'	35.6'					
RUNNING (ft)	OFF	35.7'	OFF	OFF	OFF	37'	37.2'					
DRAW DOWN (ft)	OFF	1.7'	OFF	OFF	OFF	2'	1.6'					
Gallons Per Minute (GPM)	OFF	350	OFF	OFF	OFF	343	336					
Specific Capacity (gal/ft DD)	OFF	176	OFF	OFF	OFF	171.5	210					
WELL #8	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
STATIC (ft)	33'	OFF	OFF	OFF	OFF	OFF	OFF					
RUNNING (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					
DRAW DOWN (ft)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					
Gallons Per Minute (GPM)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					
Specific Capacity (gal/ft DD)	OFF	OFF	OFF	OFF	OFF	OFF	OFF					

Water Pumped, Sold, Purchased & Water Sales

MONTH	PUMPED (AF)	SOLD (AF)	PURCHASED (AF)	WATER SALES (\$)
2023 JAN	1.12	24.10	24.10	\$58,971.14
FEB	28.40	26.09	0	\$44,193.07
MAR	13.58	22.72	10.27	\$51,820.20
APR	0.00	24.14	32.33	\$42,169.34
MAY	0.37	41.05	41.05	\$46,239.89
JUN	44.85	38.78	0	\$69,594.28
JUL				
AUG				
SEP				
OCT				
NOV				
DEC				
YTD 2023	88.32	176.88	107.75	\$312,987.92
TOTAL 2022	451.43	615.38	216.43	\$823,145.74
TOTAL 2021	411.94	640.95	266.57	\$648,269.32
TOTAL 2020	485.71	635.47	197.26	\$657,912.06

Reserve Funds

* Balance at the County of Ventura	\$ 1,529,574.06
Total Taxes	\$7,173.11
Total Interest from reserve account#	\$ 5,343.85

Fiscal Year Total Revenues

July 1 st – May 31 st	2022	\$1,930,502.54
July 1 st – May 31 st	2023	\$2,162,235.52

Bank Balances

* LAIF Balance	\$ 234,368.30
Transferred from L.A.I.F. to General	\$ 0.00
(#) Quarterly Interest from LAIF	\$ 0.00
* Money Market (Mechanics Bank)	\$ 7,625.16
Amount Transferred to Mechanics from County this month	
Amount Transferred to General Fund from Money Market	\$ 0.00
Monthly Interest received from Money Market	\$ 0.13
General Fund Balance	\$ 143,468.84
Trust Fund Balance	\$ 7,728.07
* Capital Improvement Fund	\$ 13,719.98
(#) Quarterly Interest from Capital Account	\$ 0.11
Total Interest accrued	\$ 0.24

Capital Improvement Projects for 2022-2023
Budgeted Capital Funds \$ 653,500 FY 2022-2023

1. Well #8 Nitrate Removal/Blending (Tabled)
2. Valve Replacement (Complete)
3. Meiners Rd. Tank/Zone (Pending)
4. Treatment Plant 100% Design (In-Progress)
5. GIS Equipment & Software (Complete, Data entry in progress)
6. Air Compressor for Crew Truck (Tabled)
7. Appropriations for Contingencies (In-Progress)



Board Secretary Report

July 2023

Administrative

- SCADA: new computer with software upgrades was installed on July 12, and will run in parallel with the existing device to ensure all facilities are alarming correctly.
- SWRCB Quarterly Drought & Conservation Reporting in progress and attended the SWRCB Drought & Conservation Reporting workshop July 13.
- Staff Performance Assessments following new policy, underway and following the established timeline.
- Researched the Grand Jury Report corrective actions, such as the CalWARN Mutual Aid & Assistance Program and GETS/WPS priority access for landline and cellular telephone networks.
- District Office HVAC system replacement quotes are in process.

Financial (any items not covered in separate Financials Report)

- The drought Surcharge fee is inactive as of the June 30 bill cycle.
- Accounts Receivable –SB 998 timeline for disconnects for non-payment (>\$200 @ 60 days) is in effect. Late fees and District past-due processes resumed as of March 26, 2022.
 - Revisions and updates to the Late Notice billing software template to reflect current timelines and provide more information to our customers; the revised letters will be ready for the July late penalty process.
- Low Income Household Water Assistance Program FY 22-23 Total: \$4,306.00; FY 23-24: \$378

Billing/Customer Service

Month	#Total Service Orders	# Account Owner Changes	Monthly Customer Bill Total	Over-Allocation \$ (drought)	Other Conservation Penalties
Jan 22	110	5	\$110,228.55	\$882.00	\$0
Feb 22	72	10	\$124,078.38	\$4,993.00	\$0
Mar 22	80	7	\$123,073.26	\$5,308.00	\$0
Apr 22	72	14	\$113,351.51	\$2,131.00	\$0
May 22	101	6	\$129,660.69	\$2,294.00	\$0
Jun 22	68	7	\$133,628.56	\$4,311.00	\$0
Jul 22	110	6	\$142,448.60	\$4,095.00	\$100
Aug 22	109	8	\$195,707.04	\$5,236.00	\$0
Sep 22	81	6	\$211,050.86	\$28,070.00	\$0
Oct 22	81	6	\$214,082.52	\$35,420.00	\$0
Nov 22	78	5	\$174,076.68	\$19,655.00	\$0
Dec 22	119	5	\$138,726.38	\$7,935.00	\$0
Jan 23	134	4	\$122,495.23	\$6,800.00	\$0

Feb 23	81	3	\$121,590.44	\$7,940.00	\$0
Mar 23	64	9	\$113,382.75	\$6,330.00	\$0
Apr 23	53	7	\$115,712.99	\$3,440.00	\$0
May 23	110	10	\$152,408.32	\$10,225.00	\$0
Jun 23	75	11	\$134,304.67	N/A	N/A

- Sep – Nov 22 Over-allocation fees were elevated due to several customer leaks, who subsequently received DSUR relief.
- Jan 23 Service Orders: 10 leak checks and 105 re-reads during meter reading for abnormal consumption.
- May 23 Service Orders: 80 re-reads during meter reading for abnormal consumption, 10 account changes and 7 leak checks.

Board of Directors

Board Member	Position	Term Ends	Term Type
Michel Etchart	President	2026	Long Term (Re-elected 2022)
Christian Oakland	Vice President	2024	Long Term (Elected 2020)
James Kentosh	Director	2026	Long Term (Re-elected 2022)
Christy Cooper	Director	2024	Short-Term Re-elect for 2 yr term to 2024
Joe Pangea	Director	2026	Long Term (Elected 2022)

Projects

- d. Policy & Procedure, Resolution & Ordinance web posting – in progress.
 - Financial Audit recommended policies and procedures – ad hoc committee
- e. Employee Handbook – Draft in process.
- f. Staff evaluation of multimedia and document scanning, archiving, and search/edit software – in progress – coordinating efforts on reached products with Ventura River Water District.

Recommended Actions: *Receive an update from the Board Secretary concerning miscellaneous matters and District correspondence. Provide feedback to staff.*

Attachments: None.

**Comments at Casitas MWD Board Meeting
June 28, 2023**

I'm Jim Kentosh and I'm on the board of Meiners Oaks Water District. Overall, we are happy with Casitas MWD.

The City of Ventura plans to build a 30-inch pipeline that will convey State water from Calleguas MWD to Ventura – bringing imported water closer to our valley. Early calculations found that increasing the pipeline size to 36-inches would allow Casitas to import its entitlement to 5,000 AF/yr of State Water.

A few weeks ago I heard that Casitas has decided not to fund increasing the pipeline from 30 to 36-inches. Subsequently I had a couple of informative conversations with Mike Flood. His explanation seems reasonable, based on a prediction that a 30-inch pipeline is adequate for both Ventura and Casitas' State Water. That conclusion is probably correct, but these types of decisions should be based on some kind of feasibility report available for public review. We appreciate Mike's offer to speak to our board.

The recent rains haven't made us forget that we nearly went into Stage 4 this year. Interest in water supply reliability persists. The basic question we are asking is whether our successors will wish we had built a larger pipeline when we had the chance.

When I gave an update on this issue at our Meiners Oaks board meeting last week, I was unable to answer some of their questions. It would be helpful if we had more information on the options. I am here today because we want you to know that we are interested, and hope you will consider keeping us informed as things progress. Thank you for your time.

The total amount of State Water to be imported each year:

Annual State Water = 5000 AF (CMWD) + 10000 AF (Ventura)
= 15000 AF/Yr

This equates to a 20.7 CFS uniform flow

The contract for state water allows a peaking factor:

State water peaking factor = 1.32

The max flow at this peaking factor would be

Max flow = 27.35 CFS

(Note: The actual peaking factor needs further analysis.)

Velocity at max flow thru 30" diam = 5.57 FPS

This is comparable to a preliminary planning flow of 5 CFS

The adequacy of a 30" pipeline depends on

Elevation of Springville reservoir

Pressure and elevation at Ventura

Flow capacity of Ventura's water system

Will there be pumping?

Adequacy of Springville to provide diurnal storage.