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CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: June 21, 2022

TO: Mayor and Councilmembers

FROM: Water Resources Division, Public Works Department

SUBJECT: Adoption Of Resolutions Of Appropriation And Implementing A Stage Two Water Shortage Alert

RECOMMENDATION: That Council:

- A. Receive an update on the City's water supply condition;
- B. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Declaring a Stage Two Water Shortage Alert Pursuant To State Water Resources Control Board Resolution No. 2022-0018, Adopting Drought-Related Emergency Regulation For Water Conservation In Response To Executive Order N-7-22, and Repealing Resolution No. 19-021;
- C. Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara amending Resolution No. 21-045, Adopting the Budget for Fiscal Year 2022, to appropriate Water Operating Fund reserves for the City's water conservation rebate program; and
- D. That Council authorize the Public Works Director to execute a five-year contract with Katz & Associates in the amount of \$200,000 for public outreach and communications for the Water Resources Division.

EXECUTIVE SUMMARY:

Santa Barbara and much of California typically receives the majority of its rainfall between December and April. The most recent rainy season was significantly below average, with local rainfall totals at 63 percent of normal. This year makes the third consecutive year of below average rainfall. Fortunately, prudent water supply management, including activation of the Charles E. Meyer Desalination (desal) plant, and efficient water use community-wide, has positioned the City to be able to meet water demands for at least the next two years, even if extreme dry conditions persist.

Statewide, over 95 percent of the state is classified as experiencing severe or extreme drought conditions. In response, Governor Newsom has issued a series of proclamations and executive orders (EO) declaring a statewide drought emergency, and asking

California residents to voluntarily reduce water use by 15 percent. Governor Newsom recently issued EO N-7-22, which directs urban water suppliers, including the City, to implement Level Two Demand Reduction Actions from their Water Shortage Contingency Plans. In recognition of statewide drought conditions, staff proposes declaring a Stage Two Water Shortage Alert, repealing the current Stage One Water Supply Condition (Resolution 19-021), and implementing demand reduction actions from Level Two of the City's Water Shortage Contingency Plan.

DISCUSSION:

On March 29, 2022, Water Resources staff presented a water supply update to Council. The City's water supply conditions have not changed significantly since the March water supply update. While Santa Barbara has experienced below-average rainfall, the City's water demands can be met for at least the next two years (through Water Year 2024, ending in September 2024) using a combination of supplies from its diverse water supply portfolio. The City's water supplies include carryover water from Lake Cachuma, Mission Tunnel infiltration, desalination, groundwater, imported water from the State Water Project (SWP), and recycled water. The City's water supply planning strategy is conservative, assuming hydrological conditions similar to actual conditions experienced during the most recent drought, which ensures the City has enough supplies to meet demands even if the next two winters are dry.

Santa Barbara water customers have truly invested in a "conservation as a way of life" approach to water use. The City's current water demands are 25 percent less than 2013 baseline water demands (the previous "pre-drought" baseline set by the State), resulting in approximately 3,400 AF of annual savings compared to 2013. This commendable level of water conservation, in conjunction with the operation of the desal plant, has allowed the City to bank water in Lake Cachuma. As a result, the City is currently in a relatively secure water supply position, despite ongoing dry conditions.

Statewide, California's winter rainy season was dry, with precipitation totals falling far below average. The U.S. Drought Monitor currently classifies over 95 percent of California as experiencing either a severe or extreme drought (Santa Barbara County's drought status is classified as severe). The U.S. Drought Monitor uses metrics such as soil moisture content and streamflow to determine a location's drought status, rather than local water supply availability. In response to below-average rainfall and drought conditions across the state, the California Department of Water Resources (DWR) reduced allocations on the SWP to 5 percent. This means the City's 2022 SWP allocation was reduced from 3,300 acre-feet (AF) to 165 AF.

Statewide Drought State of Emergency

On March 28, 2022, Governor Newsom issued EO N-7-22, which directed the State Water Resources Control Board (Water Board) to adopt emergency regulations requiring all urban water suppliers who have submitted a Water Shortage Contingency Plan (WSCP) to the DWR to implement, at a minimum, the shortage response actions for a Level Two

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shortage. The EO also continued the statewide drought state of emergency declared by Governor Newsom in October 2021, asking Californians to voluntarily reduce their water use statewide by 15 percent, compared to 2020-baseline usage. Neither EO required specific water use reduction targets for urban water suppliers.

In response to the Governor's March 2022 EO N-7-22, on May 24, 2022, the Water Board adopted Resolution No. 2022-0018, which has a requirement for urban water suppliers, including the City, to implement all water demand reduction actions from their Water Shortage Contingency Plans associated with a Level Two shortage, regardless of their local water supply availability. The Water Board's emergency regulations also included a statewide prohibition against the irrigation of "non-functional turf" at commercial, industrial, and institutional (CII) sites. Non-functional turf is defined as turf that is solely ornamental and not regularly used for human recreational purposes, or for civic or community events.

Stage Two Water Shortage Alert

Council adopted the City's 2021 WSCP in June 2021, along with the 2020 Enhanced Urban Water Management Plan, for submittal to DWR by July 1, 2021. The City's WSCP can be found at www.SantaBarbaraCA.gov/Drought. The City's WSCP establishes a plan for responding to water shortages caused by drought conditions and/or a catastrophic water supply emergency. Four water shortage levels are included in the City's WSCP. Level Two is referred to as a Stage Two Water Supply Alert. The WSCP includes various actions that Council may choose to implement to reduce water demand, depending on the nature of the shortage and local water supply conditions. Different actions are associated with each water shortage stage, or level. The table of Demand Reduction Actions associated with each water shortage level is attached to this report.

In recognition of severe drought conditions statewide, and in response to the Governor's blanket March 2022 EO and the Water Board's May 2022 adopted regulations, staff is recommending that Council declare a Stage Two Water Shortage Alert and implement the demand reduction actions associated with Level Two of the City's WSCP. However, the City is not currently experiencing a water supply shortage and does not anticipate a shortage in the next two years, even if dry conditions persist. With this consideration, staff recommends Council prioritize a selection of the City's Level Two actions for increased education and enforcement. These commonsense actions are appropriate for the City's current water condition, and are actions that our water-wise community can easily support and implement. In summary, the actions include:

- Using a shut-off nozzle when using water through a hose or outdoor water faucet, including vehicle or boat washing;
- Not hosing down hard surfaces such as sidewalks and patios with potable water, with exceptions for preventative maintenance and health and safety; and
- Irrigating using an automatically or manually controlled in-ground irrigation system only between the hours of 6:00 p.m. and 8:00 a.m.

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Whether in a declared water shortage or not, the City has a prohibition on the waste of water (Santa Barbara Municipal Code 14.20.007), which is defined as any excessive, unnecessary, or unwarranted use of water. This includes, but is not limited to, any water use that causes significant runoff beyond the boundaries of the property served by a water meter, failure to repair any leak or rupture within 72 hours after notice by the City, and irrigation during and for a period of 48 hours after a “measurable rainfall event.” A measurable rainfall event is defined as rainfall of one-quarter of an inch or more during a 24-hour period.

Adoption of this resolution supersedes Resolution 19-021, which is repealed.

Additional Water Supply Actions

To ensure that the City’s water supplies can be stretched through several more dry years, staff is taking the following actions:

- Commencing groundwater pumping from the Storage Unit No. 1 Groundwater Basin in the summer of 2022.
- Constructing a pipeline to convey water pumped from the Alameda Well in Storage Unit No. 1 to the Ortega Groundwater Treatment Plant for treatment, so groundwater production from that well can commence in the summer of 2023, if needed.
- Working with the Central Coast Water Authority to secure up to 2,000 AF of supplemental water purchases through the SWP.

To date, the City has secured 863 AF of supplemental watery. 93 AF was purchased from Casitas Municipal Water District, and 770 AF was purchased from Mojave Water Agency. This supplemental water will be stored in San Luis Reservoir, where evaporative loss is not applied. The water can be delivered to the City upon request.

Additional Demand Reduction Actions

The City currently offers water conservation rebates to City customers for Flume smart home water monitoring devices, landscape mulch, high-efficiency clothes washers, and custom rebates for water-intensive commercial, industrial, and institutional customers. A total budget of \$72,000 is available in the Fiscal Year 2023 budget for water conservation rebates. Staff is asking to appropriate an additional \$50,000 from reserves to expand the water conservation rebate program to include a new landscape rebate, available to both residential and commercial customers using potable water for irrigation. The prior program was popular and effective at creating long-term water savings, with over 2,000 AF of water savings since the program started in 2009. The revamped landscape rebate program will reimburse customers up to a certain amount for converting their high-water use lawns to water-wise landscapes and irrigation systems. The landscape rebate program was a huge success during the last drought, where over 1,500 high-water-use landscapes were replaced.

In addition to expanding the water conservation rebate program to include the new landscape rebate, staff is asking Council to authorize the Public Works Director to execute a five-year contract with Katz & Associates (Katz), in the amount of \$200,000, for public outreach and communications support. Effective communication about the newly implemented demand reduction actions is important for their success and maintaining a continued level of trust with the City's water customers. The messaging is especially sensitive for the City, since it is not currently in a water supply shortage, but wishes to implement the demand reduction actions in response to the Governor's EO and the Water Board's regulations. The public outreach for the Stage Two Water Shortage Alert will focus on the prioritized demand reduction actions, as recommended by Water Commission and approved by Council. Katz will provide consistent messaging and informational materials, among other public outreach support activities, for the City's drought response, as well as other important Water Resources programs and policies, including water rates, infrastructure improvements, advanced metering infrastructure (AMI) implementation, and other topics as needed.

Katz has a strong team of nationally recognized experts who specialize in translating highly technical information into language understandable by a variety of audiences. In 2016 and again in 2018, Katz was selected through a competitive bidding process to provide public outreach support services to the Water Resources Division. Katz previously provided exceptional service to the Water Resources Division in its engagement with the public on water resources issues, including the reactivation of the Charles E. Meyer Desalination Plant, wastewater collection system outreach, and water and wastewater rate changes. Based on the above, staff finds Katz to be qualified and capable of delivering professional services. Their proposed rates are reasonable and comparable to other firms providing similar services to the City.

Staff will monitor the City's water supply and demands through the summer and return to Water Commission and Council in the fall with an updated water supply outlook. Should the Governor or Water Board order additional regulations or requirements, staff will return to Water Commission and Council for direction.

BUDGET/FINANCIAL INFORMATION:

To increase available funding for the City's water conservation rebate program, staff is requesting an increase in expenditure appropriations in the Water Operating Fund in the amount of \$50,000 in Fiscal Year 2022, funded from Water Operating Fund reserves. Staff plans to carry over remaining appropriations from Fiscal Year 2022 to Fiscal Year 2023. Adequate, available reserve funds exist in the Water Operating Fund to approve the recommended expenditure appropriation. The Fund remains above reserve policy targets. The increased funding will be used to restart the City's landscape rebate program, which has been shown to be a cost-effective water conservation program that incentivizes long-term changes in how water is used for landscape irrigation in the City. Grant-funding opportunities are being pursued to supplement the above expenditure appropriation. The Water Supply and Services team will implement the new rebate program.

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The proposed Katz agreement for public outreach and education support will provide general terms and conditions for the provision of as-needed services for a term of up to five years, for a total not-to-exceed amount of \$200,000. There are sufficient expenditure appropriations proposed in the recommended Water Operating Fund Budget for Fiscal Year 2023 to fund the Katz contract. Staff will include funding for subsequent years in the proposed Water Operating Fund budget during the City's annual budget process.

SUSTAINABILITY IMPACT & ENVIRONMENTAL REVIEW:

Adoption of a Stage Two Water Shortage Alert and increasing funding for water conservation rebate programs will allow for better management of the City's water supplies and will provide sustainability benefits for the community. Such policies are exempt from CEQA review.

WATER COMMISSION RECOMMENDATION:

This item was presented to the Water Commission at a special meeting on June 9, 2022, where the Commission **voted X-X in support of staff's recommendation.**

ATTACHMENT: Water Shortage Contingency Plan Demand Reduction Actions Table

PREPARED BY: Joshua Haggmark, P.E., Water Resources Manager/DC/Im

SUBMITTED BY: Clifford M. Maurer, P.E., Public Works Director

APPROVED BY: City Administrator's Office

Key:





-  City is currently/has been implementing, regardless of Water Board requirements.
-  Stage Two Actions with high education/enforcement priority (staff suggestion).
-  Stage Two Actions that will be implemented (staff will notify customers about them), but do not have high education/enforcement priority.
-  Water Board is implementing statewide for “non-functional” turf at commercial, industrial, and institutional properties.

Table 4. Demand Reduction Actions (UWMP Table 8-2)

Shortage Level	Demand Reduction Actions		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement
All	Expand Public Information Campaign	0%–5%	Community outreach includes increased advertising, presentations to community groups, workshops, and enhanced website resources.	No
All	Offer Water Use Surveys	0%–1%	Indoor and outdoor water checkups are available to all customer classes.	No
All	Provide Rebates on Plumbing Fixtures and Devices	0%–1%	Offer or expand rebates on a variety of plumbing fixtures that are high efficiency such as washers, toilets, and urinals.	No
All	Provide Rebates for Landscape Irrigation Efficiency	0%–1%	Offer or expand rebates for drip irrigation conversions, smart irrigation controllers, water-wise plants, and rain sensors to improve efficiency.	No
All	Provide Rebates for Turfgrass Replacement	0%–1%	Offer or expand rebates for community members who wish to replace their turfgrass with a water-wise garden.	No
All	Decrease Line Flushing or Pursue Zero Discharge Flushing Methods	0%–1%	The City uses zero-discharge water recycling trucks for water main and wastewater collection system cleaning.	No
All	Other — Leaky device	0%–1%	Customers are required to repair any leaky or malfunctioning devices within 72 hours of notification of leak.	Yes
All	Landscape — Runoff	0%–1%	Landscape irrigation in excess leading to runoff onto nearby surfaces is prohibited.	Yes
All	Other — Post-rainfall prohibition	0%–1%	Prohibit irrigation with potable water during and within 48 hours after measurable rainfall.	Yes

Shortage Level	Demand Reduction Actions		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement
1	Reduce System Water Loss	0%–1%	The City increases efforts to correct water system losses, including repairing leaks and eliminating illicit connections.	No
2	Increase Water Waste Patrols	0%–1%	Patrols discourage water wasting and correct water wasting practices in the community.	Yes
2	Other — Nozzles	0%–1%	Only hoses with automatic shutoff nozzle fixtures are permitted.	Yes
2	Other — Prohibit vehicle washing	0%–1%	Prohibit washings cars, boats, trailers, aircraft, or other vehicles except with hose shutoff nozzle or at commercial or fleet vehicle washing facilities using water recycling equipment.	Yes
2	Landscape — Limit landscape irrigation to specific times	0%–5%	Prohibit irrigation during the hours when evaporation is highest.	Yes
2	CII — Lodging linen service	0%–1%	Hotels/motels must provide guests with option to reuse towels and linens for more than one day.	Yes
2	CII — Restaurants serve water upon request	0%–1%	No restaurant, hotel, café, cafeteria, or other public place where food is served shall serve drinking water to any customer unless expressly requested.	Yes
2	Other	0%–1%	Require posting of water shortage notice at restaurants, hotels/motels, and commercial showering and car washing facilities.	Yes
2	Pools and Spas — Require covers for pools and spas	0%–1%	Require covers for swimming pools and spas when not in use.	Yes
3	Other — Prohibit use of potable water for washing hard surfaces	0%–1%	Prohibit use of potable water to wash sidewalks, walkways, driveways, parking lots, open ground, or other hard-surfaced areas except where necessary for public health or safety.	Yes
3	Landscape — Limit landscape irrigation to specific days	5%–10%	Limit to assigned watering days, which may depend on seasonal changes, such as summer and winter.	Yes
3	Water Features — Restrict water use for decorative water features	0%–1%	Prohibit use of potable water to fill or maintain decorative fountains and water features unless located indoors or are home to aquatic life.	Yes

Shortage Level	Demand Reduction Actions		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement
3	Other water feature or swimming pool restriction	0%–1%	Restrict draining and refilling of pools by more than one-third of the pool volume.	Yes
3	Other	0%–1%	Limit the use of potable water hydrant meters.	Yes
4	Landscape — Other landscape restriction or prohibition	5%–10%	Restrict irrigation to high-efficiency methods.	Yes
4	Landscape — Other landscape restriction or prohibition	5%–20%	Restrict irrigation to watering by hand only.	Yes
4	Landscape — Other landscape restriction or prohibition	5%–20%	Prohibit/restrict irrigation of turfgrass.	Yes
4	Other	20%–40%	Prohibit all outdoor water use.	Yes
4	Other	20%–70%	Institute water rationing.	Yes
4	Moratorium or Net Zero New Demand	0%–1%	The City may temporarily limit or ban new water service connections within the service area.	No

1. Reduction in the shortage gap is estimated and can vary significantly.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA IMPLEMENTING A STAGE TWO WATER SHORTAGE ALERT PURSUANT TO STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. 2022-0018, ADOPTING DROUGHT-RELATED EMERGENCY REGULATION FOR WATER CONSERVATION IN RESPONSE TO EXECUTIVE ORDER N-7-22, AND REPEALING RESOLUTION NO. 19-021

WHEREAS, climate change continues to intensify the impacts of droughts on California's communities, environment, and economy, and the state is in a second consecutive year of dry conditions, following below average rainfall in five out of six years since 2011, resulting in drought conditions in all parts of the State; and

WHEREAS, Santa Barbara water customers, having truly invested in "conservation as a way of life" have reduced water demands by 25 percent as compared to 2013 demands, which, in conjunction the City's prudent water supply management and the operation of the Charles E. Meyer Desalination Plant, has contributed to the City having sufficient water supplies to meet demands, even under continued dry conditions, through the end of Water Year 2024 (September 2024); and

WHEREAS, on March 22, 2022, Governor Newsom issued Executive Order N-7-22 directing the State Water Resources Control Board (Water Board) to consider adoption of emergency regulations that, among other things, include a requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and

WHEREAS, on May 24, 2022, the Water Board adopted Drought-Related Emergency Regulation for Water Conservation, which, among other things, directs urban water suppliers that have adopted water shortage contingency plans to implement all Level 2 demand reduction measures identified in the supplier's water shortage contingency plan for a shortage level of 10 to 20 percent; and

WHEREAS, the Water Board's emergency regulations also include a prohibition of the irrigation of "non-functional turf" at commercial, industrial, and institutional sites, enforceable by the Water Board, where non-functional turf is defined as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events; and

WHEREAS, the City's 2021 Water Shortage Contingency Plan, adopted on June 28, 2021 and included as Appendix K to the City's 2020 Enhanced Urban Water Management Plan,

defines a Stage 2 Water Shortage Condition as a Water Shortage Alert that corresponds to the 10 to 20 percent shortage condition (Level 2) specified in the Water Board's Drought-Related Emergency Regulation for Water Conservation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. As required by the Water Board's Drought-Related Emergency Regulation for Water Conservation, City staff are directed to implement all Level 2 demand reduction actions identified in the City of Santa Barbara 2021 Water Shortage Contingency Plan adopted June 28, 2021, under Water Code 10632.

SECTION 2. Priority implementation and enforcement shall be given to the following prohibited unreasonable and wasteful uses of water:

a. Use of water through a hose or outdoor faucet unless the water is delivered by use of a self-closing valve or shut-off nozzle that requires operator pressure to activate the flow of water.

b. Washing motor vehicles or boats except at commercial car washing facilities equipped with water recycling equipment, or by use of a hose that has use a self-closing valve or shut-off nozzle that requires operator pressure to activate the flow of water.

c. The use of running potable water from a hose, pipe, or faucet for the purpose of cleaning sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas.

Exceptions:

i. Use as a part of preventive maintenance of buildings and other facilities if accomplished by means of a pressure washer, defined herein to be equipment that boosts incoming water pressure for the purpose of enhancing cleaning capability and minimizing the amount of water used.

ii. Use when it is the only feasible means of correcting a potential threat to health and safety, provided it is accomplished by use of a pressure washer, mop, bucket, brush, and/or other tools to limit the use of running water to the minimum necessary.

d. Irrigation by use of an automatically or manually controlled in-ground irrigation system except between the hours of 6:00 p.m. and 8:00 a.m. Irrigation by hand-held hose is not subject to time of day watering, but is subject to the shut-off nozzle provision of Section 2.a.

SECTION 3. Violations of this resolution are enforceable as provided in Santa Barbara Municipal Code Chapter 14.20.

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SECTION 4. Resolution No. 19-021 is repealed.

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA AMENDING RESOLUTION NO. 21-045,
ADOPTING THE BUDGET FOR FISCAL YEAR 2022, TO
APPROPRIATE WATER OPERATING FUND RESERVES
FOR THE CITY'S WATER CONSERVATION REBATE
PROGRAM

WHEREAS, in accordance with the City Charter, the City Administrator filed with the Council a proposed budget for the fiscal year beginning July 1, 2021;

WHEREAS, the City Council is required to adopt a budget before the beginning of the fiscal year on July 1, 2021;

WHEREAS, the City Charter provides that at any public meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least a majority of the total members of the City Council; and

WHEREAS, as authorized by Resolution No. 21-045, this Resolution approves the amendment to the budget as provided herein.

NOW, THEREFORE, be it resolved by the Council of the City of Santa Barbara that in accordance with the provisions of Section 1205 of the City Charter, the budget for the fiscal year 2022, as adopted by Resolution No. 21-045, is hereby amended as follows:

1. The Council approves of appropriating available reserve funds in the Water Operating Fund into the Water Operating Fund budget in Fiscal Year 2022 in the amount of \$50,000 to increase funding for the City's water conservation rebate program.

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**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0018**

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**TO ADOPT AN EMERGENCY REGULATION
TO REDUCE WATER DEMAND AND IMPROVE WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, July 8, and October 19, 2021, Governor Newsom issued proclamations that a state of emergency exists statewide due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. These proclamations urge Californians to reduce their water use.
3. On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Resources Control Board (State Water Board or Board) to consider adopting emergency regulations to increase water conservation. The Executive Order includes a request that the Board require urban water suppliers to implement Level 2 of their water shortage contingency plans, establish water shortage response actions for urban water suppliers that have not submitted water shortage contingency plans, taking into consideration model actions that the Department of Water Resources, and establish a ban on the irrigation of non-functional turf by entities in the commercial, industrial, and institutional sectors.
4. Many Californians and urban water suppliers have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought requires additional conservation actions from urban water suppliers, residents, and the commercial, industrial, and institutional sectors.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend limited water supplies through this summer and into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers added flexibility to manage their systems effectively over time. The more water that is conserved now, the less likely it is that a community will experience dire shortages that may require water rationing or other emergency actions.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for irrigation of lawns and outdoor landscaping irrigation. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. The use of potable water to irrigate turf on commercial, industrial, or institutional properties that is not regularly used for human recreational purposes or for civic or community events can be reduced in commercial, industrial, and institutional areas to protect local water resources and enhance water resiliency.
8. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
9. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Board and relevant local water supplier.
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
11. On March 28, 2022, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
12. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
13. On May 13, 2022, the State Water Board issued public notice that it will consider the adoption of the regulation at the Board’s regularly scheduled May 24, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
14. The emergency regulation exempts suppliers from enforcing connection moratoria, if their Level 2 demand management actions call for them, because new residential connections are critical to addressing the state’s housing supply shortage. However, the Board recognizes connections for other projects may not be appropriate given the shortage conditions and urges water suppliers to carefully evaluate new development projects for their water use impacts.

15. Disadvantaged communities may require assistance responding to Level 2 conservation requirements, including irrigation restrictions, temporary changes to rate structures, and prohibited water uses. State shortage contingency plans aimed at increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation. This assistance should include but not be limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
16. The Board directs staff to consider the following in pursuing any enforcement of section 996, subdivision (e): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
17. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 16. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 996, as appended to this resolution as an emergency regulation that applies to urban water suppliers, as defined by Water Code section 10617.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulation.
6. The State Water Board directs staff to, by January 1, 2023, survey urban water suppliers on their experience protecting trees and tree cover during drought, with attention to disadvantaged communities. The survey shall inquire about challenges encountered, strategies used, costs, and successes in protecting trees.
7. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

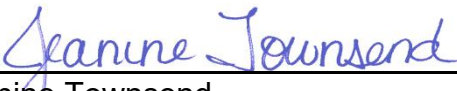
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 24, 2022.

AYE: Chair E. Joaquin Esquivel
Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone

NAY: None

ABSENT: Board Member Nichole Morgan

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

Version: May 24, 2022

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) “Commercial, industrial and institutional” refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners’ associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities’ members or separate interests.

(2) “Common interest development” has the same meaning as in section 4100 of the Civil Code.

(3) “Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(4) “Homeowners’ association” means an “association” as defined in section 4080 of the Civil Code.

(5) “Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) “Plant factor” has the same meaning as in section 491.

(7) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(8) “Turf” has the same meaning as in section 491.

(9) “Urban water supplier” has the same meaning as Water Code section 10617.

(10) “Water shortage contingency plan” means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section

10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

- (c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).
- (2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.
- (3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:
- (i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.
- (ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.
- (iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.
- (d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:
- (1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.
- (2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.
- (3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.
- (3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.
- (f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.
- (g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

SANTA BARBARA CITY AGREEMENT NO. _____

with

Katz & Associates for On-Call Public Outreach and Communication Support

This contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

Katz & Associates, a Municipal Corporation, referred to herein as the "**Consultant**,"

This contract includes the following attached exhibits:

- Exhibit A – scope of services; personnel; rates and schedule of payments; time and schedule of performance;
- Exhibit B – Insurance Requirements;

1. CONTRACT ADMINISTRATION

a. The City's Public Works Director ("Department Head") is the City's authorized representative for administration of this contract. The Department Head may delegate administrative responsibilities under this contract. References in this contract to Department Head include references to a person exercising authority delegated by the Department Head.

b. Karen Snyder ("Project Manager") is the Consultant's representative for administration of this contract. The Project Manager is also the professional responsible to provide the services under this contract except as otherwise expressly stated in Exhibit A. Consultant may not change the Project Manager without the written consent of the Department Head, which consent may be withheld at the discretion of the Department Head. An unauthorized substitution of the Project Manager is a material breach of this contract.

2. SCOPE OF CONSULTANT SERVICES

a. Consultant agrees to provide on-call, as needed, public outreach and communication services scope of services included in the attached Exhibit A according to written requests or instructions provided by the Department Head.

b. Consultant's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and with all applicable federal, state, and local laws relating to this scope of work. Delivery of work by Consultant includes Consultant's affirmative representation that the work conforms to the requirements of this contract, all applicable federal, state and local laws, and the professional standard of care and skill applicable to the scope of services.

c. Consultant's responsibilities under this section may not be delegated or assigned. Consultant is responsible to the City for acts, errors, or omissions of Consultant's subcontractors.

d. Whenever the scope of services requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this contract and determining whether the Consultant is entitled to payment for work performed, and will not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and

will not relieve the Consultant of responsibility for complying with the professional standard of care, or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

e. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract. Consultant retains the right to pay and supervise its employees and subcontractors as it sees fit. The City has no right to supervise Consultant's employees or subcontractors. If any issues arise with Consultant's employees or subcontractors as to their performance, the City may contact the Consultant directly so that Consultant may address any issues.

3. COMPENSATION

a. This contract provides the exclusive means of payment for services and reimbursement for costs to Consultant. The payment for services includes all expenses incurred in the performance of this contract, including materials, travel, lodging, overhead, and similar costs, unless expense reimbursement is expressly authorized in Exhibit A. The maximum payment to Consultant under this contract, including compensation for services and reimbursement of authorized expenses, will not exceed the sum of **\$200,000** unless an amendment to this contract has been approved by the City.

b. Payment for services performed will be at the hourly rates stated in the rates and payment schedule included in Exhibit A. Changes in personnel or hourly rates stated in Exhibit A may be made only after written notice to and written approval by the Department Head. Automatic increases to hourly rates are not permitted.

c. Consultant may be reimbursed for actual and necessary costs, without markup, as specified in Exhibit A. Where travel costs are included in Exhibit A, reimbursement will be made for actual travel costs (at fare, rate per mile or lump sum approved), and actual expenses consistent with guidelines approved by the City Finance Director for travel by City employees. Work performed by authorized subcontractors will be billed as reimbursable costs, subject to a mark-up not to exceed ten percent, according the subcontractor's scope of work and payment contained in Exhibit A

d. Consultant will be paid as promptly as City's fiscal procedures will permit upon receipt by the Department Head of itemized invoices. Itemized invoices must state the number of hours work performed by task, the person performing the work, the hourly rate for that person, and an itemized list of costs for which reimbursement is sought. If the Department Head has established a standard billing format, then invoices must be submitted in the standard billing format established by the Department Head. Consultant must keep records concerning payment items on a generally recognized accounting basis and maintain the records for three years following the Completion Date. Consultant must make records available for copying, inspection or audit by City employees or independent agents upon reasonable notice during reasonable business hours.

e. Consultant will submit invoices on a monthly basis unless otherwise authorized in writing by the Department Head.

f. If this contract exceeds \$10,000, the performance and payments under it, and the parties to it may be subject to examination and audit by the California State Auditor pursuant to California Government Code § 8546.7 for three years following final payment under the contract.

4. TIME OF BEGINNING AND COMPLETION

Consultant will complete all services in a timely manner according to the performance schedule or project deadline established by the request or instruction of the Department Head made under Section 2.a. by June 21, 2027 ("Completion Date"). Time is of the essence in the performance of this contract.

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5. CHANGES IN SCOPE OF WORK

No payment for changed or additional work will be made unless the changed or additional work has first been approved in writing by the Department Head and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Department Head may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Consultant or ordered by the Department Head, the parties will negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon execution of a change order signed by the Consultant and the Department Head. Changes in work that increase the amount of payment are subject to approval in accordance with the City's municipal code.

6. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Consultant pursuant to this contract shall become the property of City upon payment to Consultant for the services performed. Consultant will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Consultant may retain copies of said documents for Consultant's file. Consultant agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

7. ASSIGNMENT OF CONTRACT

Consultant shall not assign, sublet or transfer any right, privilege or interest in this contract, or any part thereof, without prior written consent of City. Consultant shall not substitute personnel designated in the proposal of Consultant without the written consent of City.

8. NOTICES

a. When notice is required by law to be delivered by personal delivery or by mail, notices to either party may be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this contract. A party may change mailing address for all purposes under this contract, by written notice.

b. Reference in this contract to a writing includes paper documents and documents in an electronic format. Writings may be delivered via delivery of an original or duplicate in person or by mail, or in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage, as agreed to by the Department Head and Project Manager. This paragraph does not apply to deliverables identified in Exhibit A, such as drawing, plans, maps, photographs, which must be delivered in the manner specified in Exhibit A.

9. DEFENSE, INDEMNITY AND HOLD HARMLESS

a. To the fullest extent permitted by law, the Consultant will defend and indemnify the City, and its council, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities

subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

b. The Consultant will defend the City and its council, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. The defense obligation includes an obligation to provide independent defense counsel approved by the City if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an indemnified party.

c. The direction, review, acceptance, or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations.

d. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. INSURANCE REQUIREMENTS

a. Consultant will provide insurance as specified in Exhibit B.

b. Consultant will immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this contract. If required by the City's Risk Manager, the report will be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

11. TERMINATION

a. The City may terminate or abandon any portion or all of the work by giving ten days written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City will pay Consultant for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Consultant for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City will not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

b. Consultant, if Consultant is not in default or breach, may terminate Consultant's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City, which default has not been cured within thirty days following the written notice to the City of the default.

12. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Consultant may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this contract.

13. CONFLICT OF INTERESTS

a. Consultant warrants by execution of this contract that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Consultant maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this contract. Consultant further agrees that during the term of this contract, Consultant will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this contract.

b. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows or has reason to know Consultant has a direct or indirect financial interest other than the compensation promised by this contract. Consultant will not have such interest during the term of this contract. Consultant will immediately advise the City if Consultant learns of such a financial interest of Consultant's during the term of this contract. If Consultant's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Consultant from participation in such other project.

14. ADMINISTRATION OF EMPLOYMENT

Consultant shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Consultant is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Consultant and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

15. BUSINESS TAX CERTIFICATE

Not later than 10 days after execution of the contract, Professional must obtain a business tax certificate from the City at Professional's expense. Professional must maintain a business tax certificate as required by the City Finance Director during the term of this contract. Payment under this contract may be withheld for violation of this section.

16. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this contract.

17. APPLICABLE LAWS, PARTIAL INVALIDITY

This contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this contract and such deletion shall in no way affect, impair, or invalidate any other provision of this contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

18. NON-DISCRIMINATION ORDINANCE

Consultant shall perform all work pursuant to this contract in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010.

19. CONSULTANT EMPLOYEES AND SUBCONTRACTORS

a. Consultant will perform the work personally or through Consultant's employees, except as otherwise specifically stated in Exhibit A. If subcontracting of work is permitted, Consultant shall pay subcontractor within ten days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this contract.

b. The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

20. WORKPLACE CONDUCT

Consultant and Consultant's officers, employees, agents and subcontractors, while on City property or interacting with City officers, employees, contractors, or agents, will comply with the City's policies, rules, and regulations governing work place safety, conduct, and behavior, including without limitation policies prohibiting discrimination or sexual harassment. City will provide Consultant a copy of the applicable policies.

21. PROTECTION OF CITY INFORMATION

Consultant will treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this contract as confidential. Consultant will not use any information obtained as a consequence of the performance of work for any purpose

other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for the City, or obtained from the City, or obtained as a consequence of the performance of work, to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City. Consultant will immediately advise the City of any request for disclosure of information or of any actual or potential unauthorized disclosure of confidential or personal information. Consultant will identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment. Consultant will promptly comply with any written instructions by the City to provide any public records of the City required to be disclosed by the City pursuant to a request made pursuant to the California Public Records Act. Consultant's obligations under this paragraph shall survive the termination of this contract.

22. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this contract, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this contract, then City will notify Consultant of such occurrence and City may terminate or suspend this contract in whole or in part, with or without a prior notice period. Subsequent to termination of this contract under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

23. EXECUTION

This contract may be executed in any number of original counterparts. The contract will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage.

24. VENUE – CHOICE OF LAWS

This contract and disputes arising out of or relating to it or the parties' relationship are governed by the laws of the State of California. Any action or proceeding arising out of or relating to the contract or the parties' relationship must be brought in a state court situated in the County of Santa Barbara, State of California or a federal court in the district that includes the County of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.

CITY OF SANTA BARBARA, a municipal corporation KATZ & ASSOCIATES, INC., A California Corporation

By: _____
Clifford M. Maurer, P.E.
Public Works Director



Signature
Sara M. Katz

Katz & Associates, Inc.

CEO/Founder

Title

1450 Frazee Road, Suite 200

Address

San Diego, CA 92108

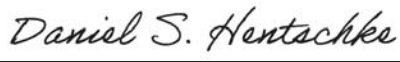
City State Zip

858-452-0031

Telephone Number

APPROVED AS TO FORM:

Ariel Pierre Calonne, City Attorney

By: 

Daniel S. Hentschke
Assistant City Attorney

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EXHIBIT A

Scope of Services and Personnel

City of Santa Barbara

Katz & Associates - Scope of Services and Personnel

The following describes a scope of services to be provided, as needed, by Katz & Associates (K&A) to support public outreach and communications around City of Santa Barbara Water Resources Division projects including, but not limited to, drought, rates, infrastructure projects, and advanced metering infrastructure (AMI). Among services to be provided by K&A are:

Project-Specific Communications Planning and Messaging:

As appropriate and depending on scope of project and outreach required, K&A will prepare project- or issue-specific communications plans to include project description, communications goals, stakeholders, key messages, strategies, tactics, spokespersons and roles/responsibilities.

Informational Materials and Graphic Design:

K&A and its in-house graphic design/creative team will create informative and understandable communication tools tailored for specific audiences using engaging graphics and content to explain complex information. Deliverables can include, but are not limited to, a range of print and online collateral (such as fact sheets, FAQs, ads, social media posts, fliers and articles), along with infographics, maps, signage and photography. K&A will also provide translation services, as needed, for informational materials.

Spokesperson Preparation:

One of the most important things to ensure with any communications program is consistency of message. Working with City staff and project leads, K&A will identify subject matter experts, prepare key project talking points, prepare anticipated questions, and conduct dry runs with spokespersons. As appropriate, K&A will provide general spokespersons and media training to prepare a pool of spokespersons (including contractors or field personnel) for stakeholder and media engagement.

Public Meeting Planning:

K&A staff includes International Association of Public Participation (IAP2) credentialed public participation experts skilled in designing engagement that meets communication goals and the needs of all participants. K&A will help design engagement formats to best ensure productive interaction and will support all the planning and preparations necessary for conducting these meetings, including developing an invitation and mailing list, materials and poster boards, designing the format of the meeting, conducting dry runs with the team, facilitating and staffing the meetings, and collecting comments and compiling a final summary. This may include considering dual formats for these types of meetings to encourage virtual participation as well.

Media Relations:

Supplementing City of Santa Barbara staff, K&A can provide strategic planning and implementation efforts to achieve a balance of paid, earned, shared and owned media initiatives around City projects, issues, or emergencies. As part of communication planning efforts, or as a supplement to City staff, K&A

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will provide media relations support including preparation of news releases and advisories, media kits, B-roll, talking points, media event coordination, and story coordination.

Community Events

Santa Barbara has plentiful events and activities that can provide a forum to share important project, rates, and drought-related information. In addition, the Santa Barbara community appreciates strategic events around project milestones. K&A staff can support both, through logistics planning and implementation, as well as collateral development, creative activity design, and boots on the ground support.

Strategic Counsel

With extensive communications experience in the range of water issues (from quality, quantity, resiliency, alternative supply, emerging issues and cost), K&A will provide as-needed strategic communications counsel on approach, messaging and strategies.

Emergency Communications/Rapid Response:

Issues can and will arise that require thoughtful yet rapid response and communication to stakeholders. K&A has a bench of professionals able to serve as extensions of City staff during emergency communications or rapid response scenarios, including offering strategic communications counsel, spokesperson preparation, collateral development and on-site support should that be needed.

Project Team Meetings and Project Management

In addition to standard project management and monthly reporting, the K&A team will be available for office hours and/or conference calls with the City, as needed.

Rates and Payments Schedule



www.katzandassociates.com

San Francisco
Los Angeles
San Diego

KATZ & ASSOCIATES, INC. 2022 HOURLY RATES

<u>Labor Classification</u>	<u>2022 Hourly Rate*</u>
Project Support	\$ 85
Account Coordinator	\$ 95
Junior Account Executive	\$ 115
Graphic Design	\$ 135
Account Executive I	\$ 140
Account Executive II	\$ 150
Art Director	\$ 165
Senior Account Executive	\$ 170
Account Supervisor	\$ 185
Senior Account Supervisor	\$ 200
Director	\$ 225
Senior Director	\$ 235
Assistant Vice President	\$ 240
Vice President	\$ 250
Executive Vice President/Senior Facilitator	\$ 265
President	\$ 290
CEO	\$ 315

####

**Rates are subject to a 5% annual escalation, beginning January 1, 2023.*

Helping people communicate effectively about things that matter.

San Diego | Los Angeles | San Francisco

Performance Schedule

To be established by individual Task Orders.

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EXHIBIT B

Insurance Requirements

As part of the consideration of this contract, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement, and for five years thereafter, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. **Workers' Compensation**: In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance of this agreement.
- D. **Professional Liability**: Professional Liability (Errors and Omission) Insurance appropriate to the Consultant's profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Consultant pursuant to this contract.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1. **Additional Insured Status**

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). A copy of the

endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3. Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4. Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5. Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

CLAIMS MADE POLICIES

If the required Professional Liability (Errors and Omissions) policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must

purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this contract, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

EVIDENCE OF COVERAGE

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this contract by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Client#: 476824		KATZASSOCI																																																									
ACORD™		CERTIFICATE OF LIABILITY INSURANCE																																																									
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<small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small>																																																											
<small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</small>																																																											
PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186		CONTACT NAME: Rebecca Duchene PHONE (A/C, No, Ext): 800-321-4696 FAX (A/C, No): 858-452-7530 E-MAIL ADDRESS: Rebecca.Duchene@MarshMMA.com																																																									
INSURED Katz & Associates, Inc. 1450 Frazee Rd, Suite 200 San Diego, CA 92108		<table border="1" style="width:100%"><tr><td colspan="2">INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A : Travelers Property Casualty Co of Amer</td><td></td><td>25674</td></tr><tr><td>INSURER B : Travelers Cas & Surety Co of America</td><td></td><td>31194</td></tr><tr><td>INSURER C : Travelers Casualty Ins Co of America</td><td></td><td>19046</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Property Casualty Co of Amer		25674	INSURER B : Travelers Cas & Surety Co of America		31194	INSURER C : Travelers Casualty Ins Co of America		19046	INSURER D :			INSURER E :			INSURER F :																																					
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<small>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>																																																											
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<div style="display:flex; justify-content:space-between"><div>City of Santa Barbara Purchasing Office 310 East Ortega St. Santa Barbara, CA 93101</div><div>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lynette Smith</i></div></div>																																																											

INSURED: Katz & Associates, Inc.

POLICY #: 8808K780212242

POLICY PERIOD: 02/10/2022

TO: 02/10/2023

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

INSURED: Katz & Associates, Inc.

POLICY#: 6806K7602122242

POLICY PERIOD: 02/10/2022

TO: 02/10/2023

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

INSURED: Katz & Associates, Inc.

POLICY#: BA3L8024672242G

POLICY PERIOD: 02/10/2022

TO: 02/10/2023

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED**
- B. EMPLOYEE HIRED AUTO**
- C. EMPLOYEES AS INSURED**
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- E. TRAILERS – INCREASED LOAD CAPACITY**
- F. HIRED AUTO PHYSICAL DAMAGE**
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
- I. WAIVER OF DEDUCTIBLE – GLASS**
- J. PERSONAL PROPERTY**
- K. AIRBAGS**
- L. AUTO LOAN LEASE GAP**
- M. BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

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Page 1 of 3

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

DRAFT

COMMERCIAL AUTO

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

INSURED: Katz & Associates, Inc.

POLICY #: UB8K7442812042G

POLICY PERIOD: 06/11/2021

TO: 06/11/2022



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Countersigned by _____

Page 1 of 1

DRAFT

INSURED: Katz & Associates, Inc.

POLICY #: 6806K7602122242

POLICY PERIOD: 02/10/2022

TO 02/10/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: 30 **Number of Days Notice of Cancellation:**
NONRENEWAL: **Number of Days Notice of Nonrenewal:**
PERSON OR
ORGANIZATION:

City of Santa Barbara

Purchasing Office
310 East Ortega St.
Santa Barbara, CA 93101

ADDRESS:

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

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Page 1 of 1

Client#: 476824 KATZASSOCI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
2/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	CONTACT NAME: Rebecca Duchene PHONE (A/C, No, Ext): 800-321-4696 FAX (A/C, No): 858-452-7530 E-MAIL ADDRESS: Rebecca.Duchene@MarshMMA.com														
INSURED Katz & Associates, Inc. 1450 Frazee Rd, Suite 200 San Diego, CA 92108	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Cas & Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER C : Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of Amer	25674	INSURER B : Travelers Cas & Surety Co of America	31194	INSURER C : Travelers Casualty Ins Co of America	19046	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6806K7602122242	02/10/2022	02/10/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	BA3L8024672242G	02/10/2022	02/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	X	CUP6K7605502242	02/10/2022	02/10/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 PROD COMP OP \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB8K7442812042G	06/11/2021	06/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab		106238254	02/10/2022	02/10/2023	\$3,000,000
B	Cyber Liab		106238254	02/10/2022	02/10/2023	\$1,000,000
B	Fiduciary Liab		106238254	02/10/2022	02/10/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant per attached policy forms.

CERTIFICATE HOLDER City of Santa Barbara Purchasing Office 310 East Ortega St Santa Barbara, CA 93101-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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PUBLIC WORKS DEPARTMENT
WATER RESOURCES DIVISION

STAGE TWO WATER SHORTAGE ALERT

Special Water Commission Meeting

June 9, 2022

Overview

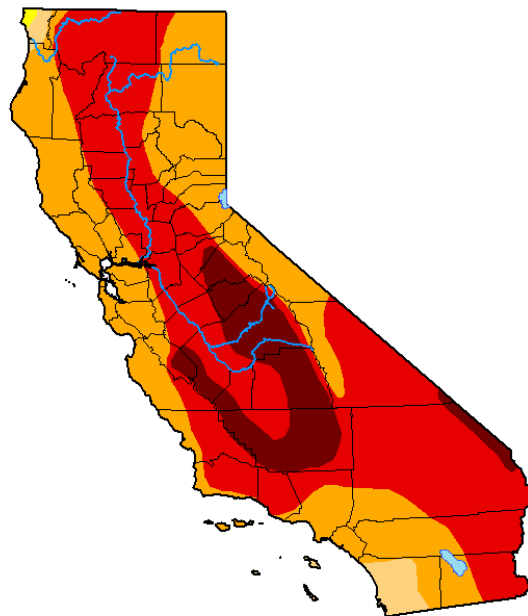
- Water Supply Update
- Governor's Executive Order and Water Board Final Regulations
- Stage Two Water Shortage Alert
- Additional Actions to Secure Our Water Supplies

WATER SUPPLY UPDATE







U.S. Drought Monitor Monitor - California

U.S. Drought Monitor California

May 31, 2022
(Released Thursday, Jun. 2, 2022)
Valid 8 a.m. EDT



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

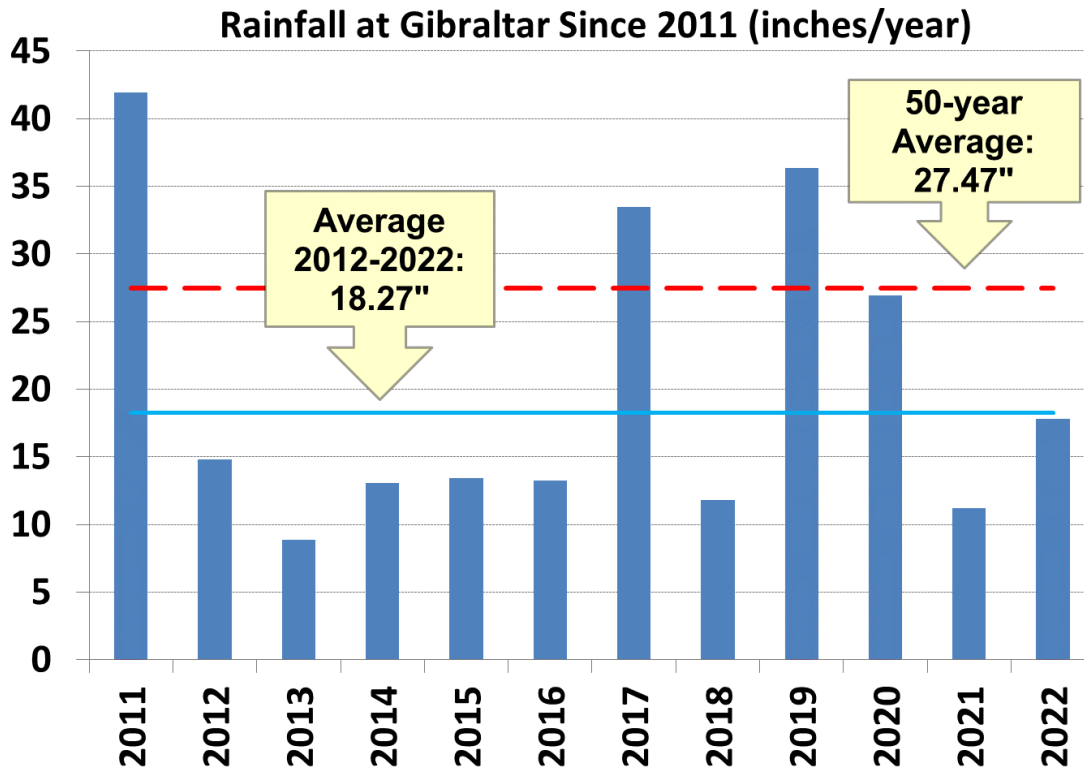
Author:

Curtis Riganti
National Drought Mitigation Center

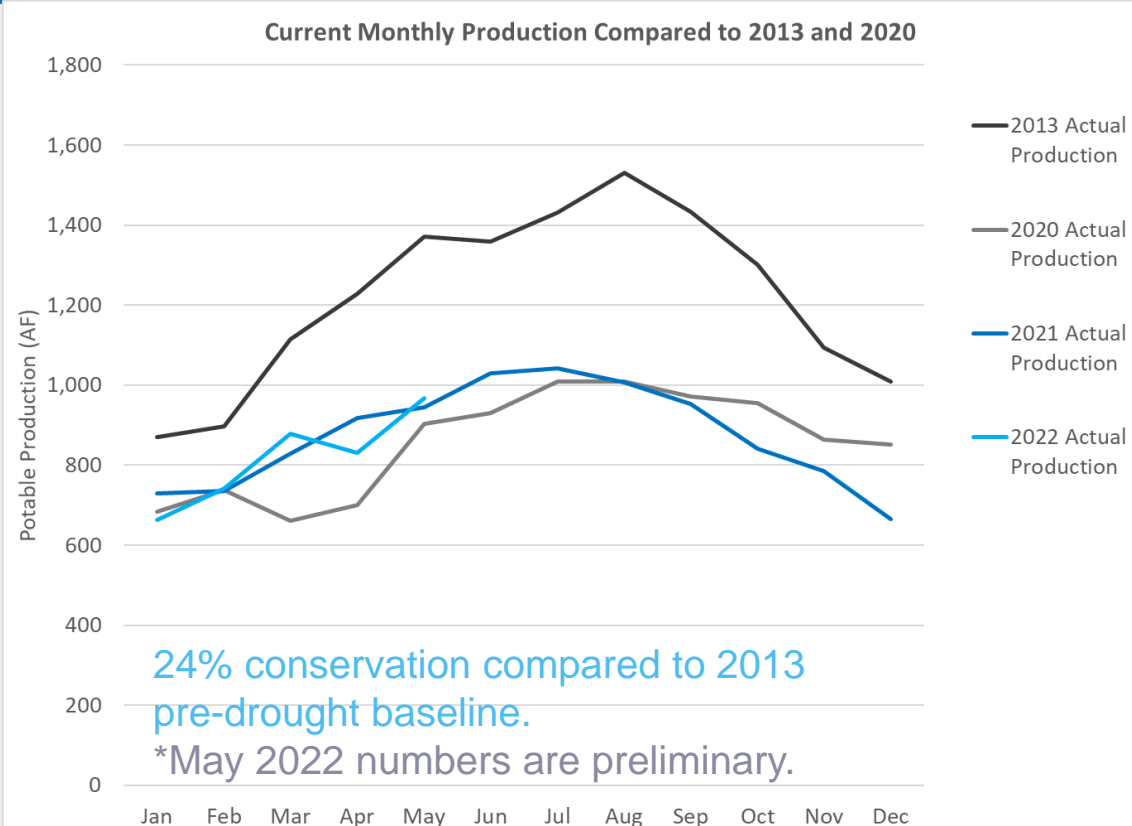


droughtmonitor.unl.edu

Gibraltar Rainfall (water year)



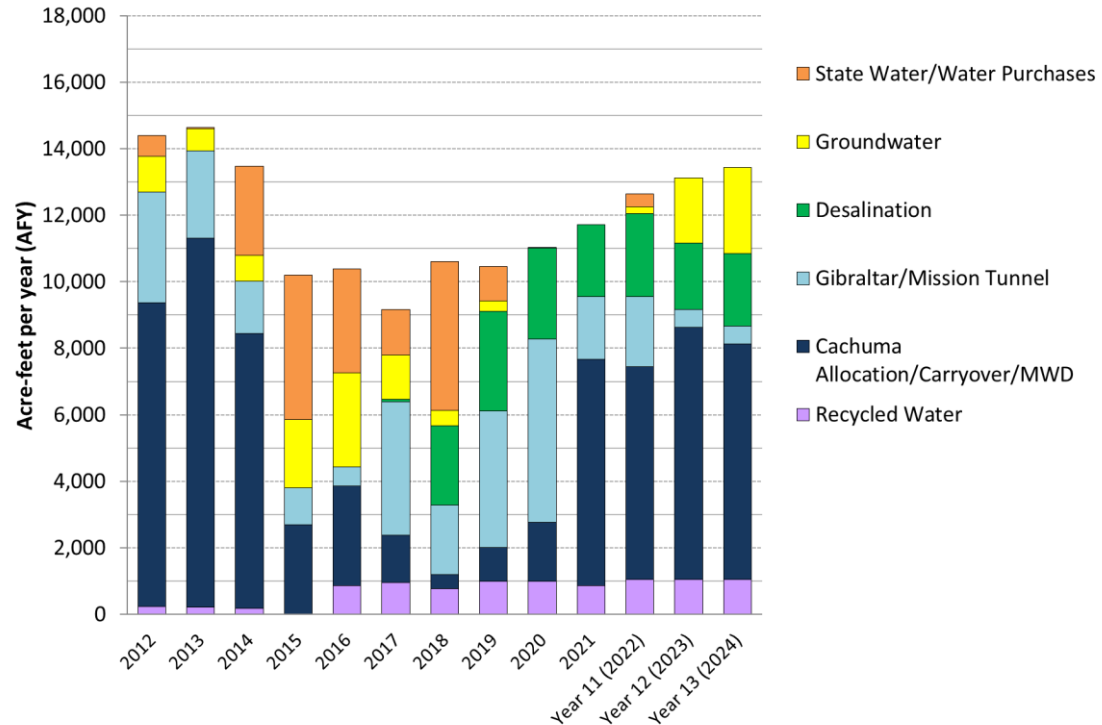
City Water Demand



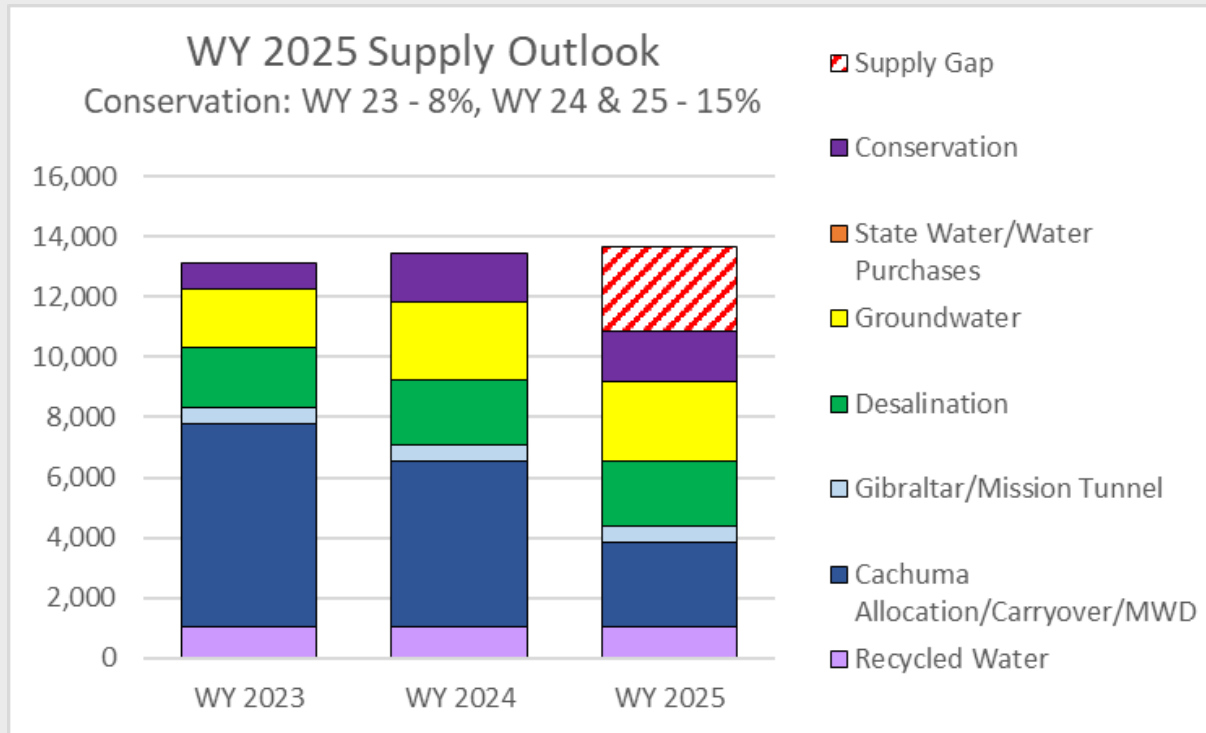
Water Supply Outlook: EUWMP Baseline Water Demands

CITY OF SANTA BARBARA WATER SUPPLY FOR WATER YEARS 2012-2024
INCLUDING WATER SALES TO MWD BEGINNING JANUARY 2022

Water Year = October 1 - September 30



Supply Outlook Beyond WY 2024



Water Supply Outlook

- The City's water demands can be met for at least the next two years (through Water Year 2024, ending in September 2024).
 - Using a combination of supplies from its diverse water supply portfolio.
 - Conservative planning approach assumes ongoing drought conditions.
 - *Three rainy seasons before any anticipated shortage*

GOVERNOR'S EXECUTIVE ORDER & WATER BOARD FINAL REGULATIONS

Governor's 2021 Drought Proclamations/EOs

- July 2021: Extended drought state of emergency to include Santa Barbara
- July 2021: Executive Order N-10-21 ordered all Californians to voluntarily reduce their water use by 15% compared to 2020 baseline demands.
 - No specific water reduction targets for urban water suppliers
- Oct. 2021: Drought state of emergency extended statewide

Governor's Executive Order N-7-22 (March 2022)

- Directed the Water Board to adopt emergency regulations:
 - All urban water suppliers shall submit a draft of their Annual Water Supply and Demand Assessment one month early on June 1, 2022
 - All urban water suppliers shall implement, at a minimum, the shortage response actions for a Level Two shortage from their Water Shortage Contingency Plans
 - A prohibition of irrigation of non-functional CII turfgrass statewide

Water Board Final Regulations

- Final adoption May 24, 2022
- Unexpected changes from draft regulations:
 - Urban water suppliers shall implement **ALL** shortage response actions for a Level Two shortage from their WSCP
 - CII customers shall not water non-functional turfgrass with potable water



STAGE TWO WATER SHORTAGE ALERT

City's 2021 Water Shortage Contingency Plan

City of Santa Barbara Water Shortage Stage	Percent Supply Reduction
1	10%
2	25%
3	50%
4	> 50%

- Designed as a “menu” of potential actions
- WSCP identifies a variety of actions to be considered by Council during the water shortage stages
- Water Board regulations require City to implement **ALL** Stage 2 actions

Shortage Level	Demand Reduction Actions		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement
All	Expand Public Information Campaign	0%–5%	Community outreach includes increased advertising, presentations to community groups, workshops, and enhanced website resources.	No
All	Offer Water Use Surveys	0%–1%	Indoor and outdoor water checkups are available to all customer classes.	No
All	Provide Rebates on Plumbing Fixtures and Devices	0%–1%	Offer or expand rebates on a variety of plumbing fixtures that are high efficiency such as washers, toilets, and urinals.	No
All	Provide Rebates for Landscape Irrigation Efficiency	0%–1%	Offer or expand rebates for drip irrigation conversions, smart irrigation controllers, water-wise plants, and rain sensors to improve efficiency.	No
All	Provide Rebates for Turfgrass Replacement	0%–1%	Offer or expand rebates for community members who wish to replace their turfgrass with a water-wise garden.	No
All	Decrease Line Flushing or Pursue Zero Discharge Flushing Methods	0%–1%	The City uses zero-discharge water recycling trucks for water main and wastewater collection system cleaning.	No
All	Other — Leaky device	0%–1%	Customers are required to repair any leaky or malfunctioning devices within 72 hours of notification of leak.	Yes
All	Landscape — Runoff	0%–1%	Landscape irrigation in excess leading to runoff onto nearby surfaces is prohibited.	Yes
All	Other — Post-rainfall prohibition	0%–1%	Prohibit irrigation with potable water during and within 48 hours after measurable rainfall.	Yes

Shortage Level	Demand Reduction Actions		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement
1	Reduce System Water Loss	0%–1%	The City increases efforts to correct water system losses, including repairing leaks and eliminating illicit connections.	No
2	Increase Water Waste Patrols	0%–1%	Patrols discourage water wasting and correct water wasting practices in the community.	Yes
2	Other — Nozzles	0%–1%	Only hoses with automatic shutoff nozzle fixtures are permitted.	Yes
2	Other — Prohibit vehicle washing	0%–1%	Prohibit washings cars, boats, trailers, aircraft, or other vehicles except with hose shutoff nozzle or at commercial or fleet vehicle washing facilities using water recycling equipment.	Yes
2	Landscape — Limit landscape irrigation to specific times	0%–5%	Prohibit irrigation during the hours when evaporation is highest.	Yes
2	CII — Lodging linen service	0%–1%	Hotels/motels must provide guests with option to reuse towels and linens for more than one day.	Yes
2	CII — Restaurants serve water upon request	0%–1%	No restaurant, hotel, café, cafeteria, or other public place where food is served shall serve drinking water to any customer unless expressly requested.	Yes
2	Other	0%–1%	Require posting of water shortage notice at restaurants, hotels/motels, and commercial showering and car washing facilities.	Yes
2	Pools and Spas — Require covers for pools and spas	0%–1%	Require covers for swimming pools and spas when not in use.	Yes
3	Other — Prohibit use of potable water for washing hard surfaces	0%–1%	Prohibit use of potable water to wash sidewalks, walkways, driveways, parking lots, open ground, or other hard-surfaced areas except where necessary for public health or safety.	Yes

Shortage Level	Demand Reduction Actions		Additional Explanation or Reference	Penalty, Charge, or Other Enforcement
3	Landscape — Limit landscape irrigation to specific days	5%–10%	Limit to assigned watering days, which may depend on seasonal changes, such as summer and winter.	Yes
3	Water Features — Restrict water use for decorative water features	0%–1%	Prohibit use of potable water to fill or maintain decorative fountains and water features unless located indoors or are home to aquatic life.	Yes
3	Other water feature or swimming pool restriction	0%–1%	Restrict draining and refilling of pools by more than one-third of the pool volume.	Yes
3	Other	0%–1%	Limit the use of potable water hydrant meters.	Yes
4	Landscape — Other landscape restriction or prohibition	5%–10%	Restrict irrigation to high-efficiency methods.	Yes
4	Landscape — Other landscape restriction or prohibition	5%–20%	Restrict irrigation to watering by hand only.	Yes
4	Landscape — Other landscape restriction or prohibition	5%–20%	Prohibit/restrict irrigation of turfgrass.	Yes
4	Other	20%–40%	Prohibit all outdoor water use.	Yes
4	Other	20%–70%	Institute water rationing.	Yes
4	Moratorium or Net Zero New Demand	0%–1%	The City may temporarily limit or ban new water service connections within the service area.	No

Proposed Stage Two Water Shortage Alert

- Messaging aligns with statewide drought conditions
- Does not include a water reduction target since the City is not currently in a water shortage
- Addresses Water Board requirements to implement all Stage Two actions
- Prioritizes commonsense actions for education and enforcement; these actions encourage continued efficient use of our water resources

Actions Prioritized for Education & Enforcement

- Using a shut-off nozzle when using water through a hose or outdoor water faucet, including vehicle or boat washing;
- Not hosing down hard surfaces such as sidewalks and patios with potable water, with exceptions for preventative maintenance and health and safety; and
- Irrigating using an automatically or manually controlled in-ground irrigation system only between the hours of 6:00 p.m. and 8:00 a.m.

Proposed Recommendation

- That Council adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara Declaring a Stage Two Water Shortage Alert Pursuant To State Water Resources Control Board Resolution No. 2022-0018, Adopting Drought-Related Emergency Regulation For Water Conservation In Response To Executive Order N-7-22, and Repealing Resolution No. 19-021

ADDITIONAL ACTIONS TO SECURE OUR WATER SUPPLIES

Additional Demand Reduction Actions

- Continue to implement water conservation program
- Increase funding for water conservation rebate program to include a new residential and commercial landscape rebate



Current Water Conservation Program

- Water waste prevention
- Landscape Design Standards
- Website, videos, conservation line
- Water Checkup appointments
- School programs
- Rebates
- Gardening certifications & classes
- Irrigation budgets



Proposed Recommendation

- Adopt, by reading of title only, a Resolution of the Council of the City of Santa Barbara approving an increase in expenditure appropriations in the Water Operating Fund in the amount of \$50,000 in Fiscal Year (FY) 2022, funded from Water Operating Fund Reserves, to increase available funding for the City's water conservation rebate program.

Enhanced Education/Outreach

- 5-year as-needed public communication/outreach contract with Katz & Associates
 - Targeted messaging and graphics focusing on the drought, water rates, infrastructure improvements, advanced metering infrastructure (AMI) implementation, and other important Water Resources topics

Water is Essential

Water is a vital resource in our modern life, and still remains one of the least expensive goods we consume.



\$0.02

City water



\$5.15

Bottled water



\$3.83

Milk



\$3.72

Gasoline

average price per gallon
Sources: Numbeo and Investopedia

Proposed Recommendation

- That Council authorize the Public Works Director to execute a five-year contract with Katz & Associates in the amount of \$200,000 for public outreach and communications for the Water Resources Division.

Additional Water Supply Actions

- Commence groundwater pumping from Storage Unit I in August 2022
- Construct a pipeline to convey water from the Alameda Well in Storage Unit No. 1 to the Ortega GTP
- Worked with the CCWA to purchase 863 AF of supplemental water
- Submitted Draft Water Supply and Demand Assessment to DWR by new June 1, 2022 deadline
 - Shows the City has surplus supply to meet demand through June 2023

Policy Actions

- Staff met with representatives from State Senator Limon's office and Assemblymember Bennett's office May 11, 2022
- Comment letter to Water Board regarding draft regulations
- Co-signer of "Stress Test Coalition" comment letter to Water Board regarding draft regulations
- Continued dialogue with DWR and Water Board staff

QUESTIONS/RECOMMENDATION

BACKUP SLIDES

State Water Board Action (January 2022)

- Water Code section 1058.5: Water Board has the authority to adopt emergency regulations in certain drought years
- In response to Governor's October 2021 statewide drought emergency proclamation, adopted emergency regulations to supplement voluntary water conservation
 - Enforceable by the State Water Board
 - No requirements for urban water suppliers

Water Board Emergency Prohibitions

- A. Runoff from outdoor landscapes ★
- B. Non-shut-off nozzles on hoses used to wash vehicles
- C. Use of potable water for washing hard surfaces
- D. Use of potable water for street cleaning or construction site prep
- E. Use of potable water in non-recirculating decorative fountains
- F. Irrigation within 48 hours of measurable rainfall ★
- G. Use of potable water for irrigation of ornamental turf on public street medians

Key:

★ Santa Barbara
Municipal Code

Water Code Section 10632.3

- It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, **the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.**