

UPPER VENTURA RIVER GROUNDWATER AGENCY

NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN that the Upper Ventura River Groundwater Agency (“Agency”) Board of Directors (“Board”) will hold a **Regular Board Meeting at 1 P.M. on Thursday, April 11, 2019 at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave., Oak View California 93022.**

**UPPER VENTURA RIVER GROUNDWATER AGENCY BOARD OF DIRECTORS
REGULAR MEETING AGENDA**

April 11, 2019

1. MEETING CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT FOR ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to three minutes.

4. CONSENT ITEMS

- a. Approve Minutes from March 14, 2019**
- b. Approve Minutes from March 28, 2019**
- c. Approve Financial Report for March 2019**

5. DIRECTOR ANNOUNCEMENTS

6. EXECUTIVE DIRECTOR’S REPORT

7. NON-GSP ITEMS

a. Localizing California Waters Conference

The Board will consider officially designating the Agency as a conference supporter.

b. Agency Administrator

The Board will consider authorizing the Executive Director to execute an agreement with Meiners Oaks Water District for Agency Administrator services.

8. GSP ITEMS

a. Multi-Year Budget and Groundwater Extraction Fee (Grant Category (c) - Task 9: Organizational Activities)

The Board will discuss potential options for obtaining one or more loans as part of the funding plan, consider approving the draft multi-year budget update, receive an oral report from the Ad Hoc funding committee and discuss development of a groundwater extraction fee, and consider providing direction to the Ad Hoc Budget Committee, Ad Hoc Funding Committee, and/or staff.

b. GSP Development Support Services (Grant Category (c): Task 9: Organizational Activities)

The Board will consider approving a Master Services Agreement with Intera, Inc. for as needed GSP development support services.

9. COMMITTEE REPORTS

b. Ad Hoc Stakeholder Engagement Committee

The committee will provide an update on implementation of the Stakeholder Engagement Plan.

10. ADJOURNMENT

The next scheduled Board meeting will be on May 9, 2019 at 1pm at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave, Oak View, CA 93022.

**UPPER VENTURA RIVER GROUNDWATER AGENCY
MINUTES OF REGULAR MEETING MARCH 14, 2019**

The Board meeting was held at Casitas Municipal Water Districts meeting room at 1055 Ventura Avenue, Oak View, CA 93022. Directors present were: Bruce Kuebler, Diana Engle, Glenn Shephard, Susan Rungren, Angelo Spandrio, Emily Ayala and Larry Rose. Also present were: Executive Director Cece Vandermeer, Attorney Jena Acos, and GSP Project Manager Bryan Bondy. Public present were Bert Rapp, Mike Hollebrands, Jordan Kear, Burt Handy, Summer Ward, and Karen Palm.

- 1) **CALL TO ORDER**- Chairperson Bruce Kuebler called the meeting to order at 1:02 P.M.
- 2) **PLEDGE OF ALLEGIANCE** – Led by Chairperson Bruce Kuebler.
- 3) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA** – None
- 4) **CONSENT ITEMS**
 - a. **Approve Minutes from January 10, 2019**
 - b. **Approve Financial Report for December 2018, January 2019 and February 2019.**

Director Rungren requested that the minutes for the January 10, 2019 meeting reflect that the fact that the presentation for Item 8d was not available prior to the meeting.

Director Engle asked who Hayman Consulting was. Mr. Bondy explained that Shaylen Hayman is a QuickBooks consultant, recommended by former Director Bergen, who helped setup the chart of accounts in the Agency's QuickBooks system.

Director Shephard motioned to approve the Minutes from January 10, 2019, reflecting the edit proposed by Director Rungren and Financial Reports for December 2018 and January and February 2019. Seconded by Director Rungren.

The motion passed unanimously.

5) DIRECTOR ANNOUNCEMENTS

Director Rungren mentioned the City's draft EIRs for the State Water Project connection and its water supply projects are available and open for public comment.

Director Engle mentioned the SWRCB is expected to establish an instream flow requirement in 2022.

Director Shephard stated the County released water from Matilija reservoir.

Director Ayala reported efforts are underway to operate the San Antonio spreading grounds. Siltation is currently a problem.

Director Kuebler mentioned that Ventura River Water District was working to develop an alternative to the watershed adjudication and a mediation process to settle the litigation will begin in April. Regarding the SWRCB instream flow study, Kevin DeLano informed him that the final study plan, final geologic analysis, and draft data compilation report are in progress and will be released in that order. There will be a 30-day comment period for the draft data compilation report but no Technical Advisory Committee (TAC) meeting. A draft flow scenarios methodology memo will be released in 2019-2020 period and comments will be solicited from the TAC and public during development.

6) GSP PROJECT MANAGER REPORT

Mr. Bondy introduced Summer Ward, prospective Agency Administrator, and Karen Palm, prospective Bookkeeper-Treasurer.

Mr. Bondy cautioned that the Agency has approximately five months of cash remaining given the current spending rate and suggested that the Agency begin considering options for mitigating a potential temporary cash shortfall.

Mr. Bondy described ongoing issues with the Agency's email system and said he will work with the future Agency Administrator on a solution. In the meantime, telephone follow-ups should be made on critical items.

Mr. Bondy reminded the Stakeholder Engagement Committee that the annual review of the Stakeholder Engagement Plan is due in May.

Bondy reminded Directors that staff reports are due the second Monday before the Board meeting.

7) NON-GSP ACTION ITEMS

a. Employment Agreement For Temporary Administrative Support

Mr. Bondy explained that the Chair authorized hiring Patricia Perez in December for extra administrative help, but that board approval was needed. The Board discussed the draft temporary employment agreement, included in the agenda packet, with Patricia Perez for hourly administrative assistance on an as-needed basis, retroactively from January 1, 2019 with an end date of June 30, 2019.

No public comments.

Director Ayala motioned to authorize the Board Chair to sign the agreement. Seconded by Director Shephard.

The motion passed unanimously.

b. Agency Staffing

Mr. Bondy provided the Board with an update on efforts to recruit an Agency Administrator and recommendations for agency reorganization. Mr. Bondy explained that Summer Ward was the most qualified candidate for the Agency Administrator position. Ms. Ward is employed by Meiners Oaks Water District (MOWD) where she serves as the Board Secretary. Ms. Ward and MOWD are agreeable to having Ms. Ward also serve as the Agency Administrator through an agreement between the Agency and MOWD. The Agency office would also be moved to MOWD and the Agency would pay a modest monthly fee to MOWD for office space, use of copiers/printers, and supplies. Mr. Bondy reported that he met with Ms. Ward and Mike Hollebrands concerning Ms. Ward's potential role serving the Agency and relocating the Agency office. Mr. Bondy recommended moving forward with an agreement with MOWD.

Mike Hollebrands stated that MOWD supports the proposed arrangement between the Agency and MOWD.

Mr. Bondy reported that he has recruited Karen Palm for bookkeeping and to serve as the Agency Treasurer. Ms. Palm comes recommended by Ms. Hayman who helped the Agency with

accounting and was, in turn, recommended by former Director Bergen. Mr. Bondy reported that he has had several discussions with Ms. Palm and they have reached agreement on the general terms of employment. Mr. Bondy noted that the Treasurer, if not an Agency employee, needs to be a certified public accountant, which is more expensive than hiring a bookkeeper, which is why he is recommending an employment agreement with Ms. Palm. Mr. Bondy recommended moving forward with an employment agreement with Ms. Palm.

Mr. Bondy stated that he has been de facto serving as Executive Director for quite some time and recommended that he be officially appointed. Chair Kuebler recommended that Ms. Vandermeer's title also be changed to Administrative Assistant.

No other public comments.

Director Spandrio stated that he wondered if there would be a conflict of interest because MOWD is a member agency. Mr. Bondy stated that he did not think there would be a conflict of interest and explained that United Water Conservation District is providing administrative and fiscal services to the Mound Basin and Fillmore/Piru GSAs as a member agency. Director Spandrio asked if the proposed arrangement would be compliant with the State Employee Development Department regulations. Mr. Bondy stated that Ms. Ward would remain an employee of MOWD and that he did not see an issue. Ms. Counsel Acos said she could research the question.

Director Spandrio motioned to direct staff to pursue an agreement with MOWD for Agency Administrator services for Board review and approval. Seconded by Director Rose.

The motion passed unanimously.

Director Spandrio requested that a job description for the bookkeeper-treasurer position be developed and included in the employment agreement. Director Spandrio motioned to direct staff to pursue an employment agreement with Karen Palm for bookkeeping duties, noting that a bond is necessary. Seconded by Director Rungren.

The motion passed unanimously.

Director Spandrio requested that a job description for Executive Director be provided at the next meeting and asked if there is a compensation policy for the Executive Director. Mr. Bondy explained that there is considerable overlap between the GSP PM and Executive Director roles and that he has been performing the Executive Director duties for a long time already and the purpose of the item is to just officially recognize it. Director Engle stated that the goal with all of the actions in this item is to get the administrative team setup properly to reduce Mr. Bondy's time spent on non-GSP and non-technical items. After discussion, Director Spandrio motioned to appoint Bryan Bondy as the Agency Executive Director. Seconded by Director Rose.

The motion passed unanimously.

c. Access Agreements

The Board discussed designating the Executive Director and any Officer as authorized signers of access agreements. Director Spandrio requested that access agreements be brought to Board meetings for public visibility. Bondy stated that the private information on the agreements is confidential and would have to be redacted. After discussion it was agreed the Executive Director would include access agreements in his oral GSP manager report.

No public comment.

Director Ayala motioned to approve the Executive Director and any Officer as authorized signers of access agreements. Seconded by Director Rose

The motion passed unanimously.

d. Legal Services Costs

Mr. Bondy summarized concerns about Brownstein Hyatt Farber Schreck (BHFS) rate increases and reviewed their rate history. Mr. Bondy described potential options to control costs for legal services. Three potential options were discussed: 1) Request lower cost BHFS attorney for general counsel services and reserve Ms. Acos and Mr. McGlothlin for advice on complex procedural and SGMA issues; 2) Solicit for a lower cost attorney from another firm to serve as general counsel and reserve BHFS for complex SGMA or water rights issues; or 3) Request that general counsel attend meetings only as requested.

Public Comment: Bert Rapp with Ventura River Water District stated that the legal services were outstanding but suggested getting a local attorney at lower cost for routine procedural matters. He supports having an attorney at each meeting.

Jena Acos stated that the 2019 rate increase was something she had not been aware of and researched it. Ms. Acos stated that the Agency had been over billed due to two increases in 2017. She apologized and stated that a \$2500 credit will be issued. Ms. Acos stated that the area her of expertise is SGMA, water law and public law.

After Board discussion, there was support for a combination of options one and three and that the Executive Director should work with counsel on implementation with the goal of reducing legal costs as possible.

e. Second Quarter Budget Report

The Board received the revised second quarter budget report from the Ad Hoc Budget Committee and considered the updates recommended. The Board discussed the frequency of budget amendments. The consensus was that the budget should only be updated following 2nd and 4th quarters.

No public comment.

Director Shephard motioned to approve the revised Fiscal Year 18/19 budget. Seconded by Director Rungren.

The motion passed unanimously.

f. Multi-Year Budget

Chair Kuebler opened the discuss by stating that the GSP is not important because of the SWRCB study and adjudication and suggested a good faith, least possible cost effort to prepare GSP. The GSP could be the framework for implementing the solution. Executive Director Bondy and Counsel Acos reminded the Board that the GSP must be completed using best available information and science, that none of the process mentioned completely override another, and that SMGA affords the local water users an opportunity to develop more efficient and workable solutions than may be proposed through the other processes. Director Engle stated that it is important to prepare the best possible GSP.

Mr. Bondy explained the difficulty of having separate committee processes for the multi-year budget and the extraction fee development because the items are interrelated.

Director Engle motioned to continue this item to a special meeting. Seconded by Director Rose.

The motion passed unanimously.

8) GSP ACTION ITEMS

a. Extraction Fee Development (Grant Category (c) – Task 9: Organizational Activities 4:02-4:50pm

Counsel Acos began this item by reviewing the steps for extraction fee adoption.

Director Ayala departed at 4:13pm.

Chair Kuebler summarized Funding Committee activities. He explained that the committee sent out twenty letters to the well owners concerning their extractions. He received two phone calls and three written replies; one from Ventura and two from private pumpers. In response to the feedback received, one estimated amount was increased and one decreased. Ventura has requested that a five-year average be used for the public agencies because the City's pumping was unusually high in 2017. After discussion, the Board requested other municipal suppliers to submit amounts for 2013 through 2017 by March 22 to the Funding Committee.

The board discussed the somewhat cumbersome committee structure between the Budget and Funding ad hoc committees, and the need to streamline the process for extraction fees. Bondy and Acos suggested a special Board meeting before the next regular Board meeting to review the multi-year budget and potential extraction fees concurrently.

Member Agencies reported on their preference for pay-as-you-go or loans for uniform fees: MOWD, CMWD, and Casitas oppose loans; City of Ventura and the County of Ventura have no preference; and VRWD prefers no loans.

No public comment

Director Shephard motioned to continue this item to a special meeting. Seconded by Director Rungren.

The motion passed unanimously.

b. GSP Data Gap Tasks Update (Grant Category (b): Data Gap Analysis – 4:50-5:05pm

The Board received an update from the GSP PM concerning the status of data gap tasks as listed in Attachment A of the staff report. Chair Kuebler stated that he has reviewed some data related to Task 5.

No public comment

c. GSP Development Support Services (Grant Category (c): Task 9: Organizational Activities) 5:05-5:10pm

The GSP PM summarized the RFQ issued jointly with MBGSA. He indicated that only one firm, Intera, Inc. responded despite six firms being solicited directly and posting of the RFQ on the UVRGA and MBGSA websites.

The GSP PM stated that he is very familiar with Intera staff and capabilities and feels they are well qualified to assist UVRGA. He explained that he has managed Intera in his role as the Calleguas MWD GW Manager and has, thus, worked side-by-side with Intera. The GSP PM

explained that the roles for UVRGA would be similar to the Calleguas project and that both he and Intera and are very comfortable working with each other in such an arrangement and have developed a very good and seamless working relationship that will be very efficient.

The GSP PM explained that neither Intera nor the GSP PM have ever had any contractual or employment relationship with each other and the GSP PM has no financial interest of any kind in Intera. Counsel confirmed that she has reviewed the facts and applicable conflict of interest statutes and has concluded there is no conflict of interest concern.

The GSP PM explained that Intera offers very competent staff with applicable experience at competitive rates. They are able to offer competitive rates because they utilize some technical staff in their New Mexico and Texas offices and because they have some of the brightest young professionals in the industry. He noted that in the work for Calleguas, using staff located in other states was not a problem and that he has been pleased with performance of the staff. The lead person Abhishek Singh is located in Torrance and has been very accessible.

No public comments.

After brief discussion, Director Spandrio motioned to approve Intera to provide as-needed GSP development support services, direct staff to negotiate a professional services agreement with Intera, Inc., and designate Intera, Inc. as an at-large member of the Technical Review Group. Seconded by Director Shephard.

The motion passed unanimously.

d. GSP Technical Review Group (Grant Category (c): Task 9 – Organizational Activities) 5:10-5:25pm

The GSP PM summarized the RFQ prepared and issued for the fourth TRG member. He indicated that the RFQ was sent to seven persons/firms. Qualifications were received from two individuals and one firm. The GSP PM discussed the different strengths of the three responders.

Public Comment: Jordan Kear supported Dr. Norman Brown.

After Board discussion, Director Spandrio motioned to nominate Dr. Brown to serve as an at-large member of the Technical Review Group and to direct staff to negotiate a professional services agreement and return with a revised resolution to amend the experience requirements for TRG members (applicable Ph.D. in-lieu of Certified Hydrogeologist License). Seconded by Director Shephard.

The motion passed unanimously.

9) COMMITTEE REPORT

- a. Ad Hoc Stakeholder Engagement Committee.** None.
- b. Ad Hoc Budget Committee.** Director Spandrio stated that the agency needs to resolve cash versus accrual accounting. Mr. Bondy stated that he will take this issue up with Ms. Palm after she is hired.

10) EXECUTIVE DIRECTOR'S REPORT

Ms. Vandermeer reported that the audit is close to being finalized and she is working with Director Kuebler to prepare the Management, Discussion and Analysis reports to the auditor.

11) **ADJOURNMENT** – The meeting was adjourned at 5:29 pm. The next regular Board meeting will be April 11, 2019 at 1:00 pm at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave., Oak View, CA 93022.

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

**UPPER VENTURA RIVER GROUNDWATER AGENCY
MINUTES OF THE SPECIAL BOARD MEETING MARCH 28, 2019**

The Board meeting was held at Casitas Municipal Water Districts meeting room at 1055 Ventura Avenue, Oak View, CA 93022. Directors present were: Diana Engle, Glenn Shephard, Susan Rungren, Angelo Spandrio, Emily Ayala, Larry Rose and Bert Rapp, Ventura River Water District alternate. Director Bruce Kuebler arrived at 2:10 P.M. and replaced alternate director Rapp. Also present were: Administrative Assistant Cece Vandermeer, Attorney Jena Acos (arrived at 1:24 P.M.), and Executive Director Bryan Bondy. Public present were Jennifer Tribo.

- 1) **CALL TO ORDER-** Vice-Chairperson Diana Engle called the meeting to order at 1:01 P.M.
- 2) **PLEDGE OF ALLEGIANCE** – Led by Vice-Chairperson Diana Engle
- 3) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA** – None
- 4) **ACTION ITEMS**

a. Agency Job Descriptions and Organization Chart

Mr. Bondy summarized the draft job descriptions and draft organization chart that were included in the meeting packet.

No public comments.

Director Shephard asked if the Executive Director job description was an exempt position. Director Rapp recommended that the Executive Director job description stay as a non-exempt position and suggested that if the position as filled by an employee in the future, then the Board could revisit the job description at that time. The Board decided to leave it as a non-exempt position.

Director Spandrio motioned to approve the organization chart and job descriptions for the Executive Director, GSP Project Manager, Bookkeeper-Treasurer, Agency Administrator, and Administrative Assistant with edits clarifying that the Bookkeeper-Treasurer and administrative positions report to the Executive Director instead of at the pleasure of the Executive Director. Seconded by Director Rose

The motion passed unanimously.

b. Agency Bookkeeper - Treasurer

Mr. Bondy summarized the draft employment agreement with Karen Palm to serve as the Agency Bookkeeper – Treasurer. Mr. Bondy reported that Ms. Palm has reviewed the employment agreement and is comfortable with it. Agency Counsel has also reviewed the employment agreement.

No public comment.

Mr. Bondy stated that the Treasurer position is required to post a bond. The Board discussed possible bond amounts and decided on a \$5,000 bond.

Director Rapp motioned to approve the employment agreement with Karen Palm to serve as the Agency Bookkeeper-Treasurer; appoint Ms. Palm as Agency Treasurer; set a bond in the amount of \$5,000; and direct the Treasurer to post a bond for \$5,000. Seconded by Director Rose.

The motion passed unanimously.

c. Agency Administrative Assistant

Mr. Bondy recommended that the Board change Ms. Vandermeer's title from Executive Director and Treasurer to Administrative Assistant.

No public comment.

Director Shephard motioned to approve changing Ms. Vandermeer's title from Executive Director and Treasurer to Administrative Assistant. Seconded by Director Ayala.

The motion passed unanimously.

d. Multi-Year Budget and Groundwater Extraction Fee (Grant Category (c) – Task 9: Organizational Activities) 2:00-3:21

Mr. Bondy summarized the proposed increases to the budget. Director Bruce Kuebler arrived during Mr. Bondy's comments at 2:10 P.M. and replaced alternate director Rapp.

Mr. Bondy reported that the updated extraction estimate for fee development is 4,537 acre-feet and that he had programmed that amount into a fee calculator shown on the board room screens and was prepared to evaluate the impact of budget modifications on potential extraction fees on the fly.

The Board reviewed the draft multi-year budget update. Concerns about costs were expressed by Directors Ayala, Rose, and Kuebler. Mr. Bondy made suggestions on items that could be reduced, eliminated, or deferred. He also suggest further consideration of a loan to help reduce to high extraction fee that would be needed for Fiscal Year 2019/2020. The Board considered various budget adjustments and the impacts on potential extraction fees.

No public comment.

General consensus amongst the directions was achieved on the following changes to the draft budget:

- Rent/Utilities – reduce due to transfer of the Agency's office to MOWD;
- Technical Review Group – no funding for FY 19/20, half funding for FY 20/21, and full funding for FY 21/22;
- Legal – move the proposed increase to reserve;
- Loan – include a \$50,000 loan in FY 19/20 with pay off in FY 22/23 and FY 23/24; and
- Reserve – reserve funding in FY 19/20 was reduced to \$50,000;
- Other – determine correct carryover amount for FY 18/19 to FY 19/20.

Director Ayala left at 3:12 near the end of the discussion.

There was general consensus to consider adopting the budget at the April 11 regular Board meeting, subject to outcomes of additional outreach to be performed by the Ad Hoc Funding Committee.

- 5) ADJOURNMENT** – The meeting was adjourned at 3:21 pm. The next scheduled Board meeting is April 11, 2019 at 1:00 pm at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave., Oak View, CA 93022.

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 4(c)

DATE: April 11, 2019
TO: Board of Directors
FROM: Cece Vandermeer, Executive Director
SUBJECT: Financial Report for March 2019

Wells Fargo Bank Activity:

February Bank Balance Wells Fargo	\$50,364.49
1/19 Bank Service Charge	- 102.75
2/19 Bank Service Charge	- <u>51.77</u>
Wells Fargo Balance Transferred to Bank of the Sierra	\$50,209.97
February Bank Balance - Bank of the Sierra	<u>76,823.80</u>
Total in Bank	\$127,033.77

MARCH 2019 ACTIVITY:

Revenues: -0-

March Expenditures Paid:

2011	Bondy Groundwater	2/19 Expenses	55.10
2012	Bartlett, Pringle & Wolf	16/17 & 17/18 Audit	1,624.00
2013	Bondy Groundwater	3/19 Services	10,974.88
2014	Brownstein Hyatt	2/19 Attorney Fees	4,556.64
2015	Cece Vandermeer	Medical 3/19	150.00
2016	Kear Goundwater	2/19 Services	490.00
2017	OBGMA	Office Share Exp 3/19	603.00
2018	Patricia Perez	Payroll 3/19	42.48
2019	Cece Vandermeer	Payroll 3/19	1,271.40

Total Expenditures Paid March: \$ 19,767.50

March Ending Bank Balance (Bank of the Sierra) \$107,266.27

Action: _____

Motion: _____ Second: _____

B. Kuebler___ G. Shephard___ D. Engle___ A. Spandrio___ S. Rungren___ L. Rose___ E. Ayala

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 7(a)

DATE: April 11, 2019

TO: Board of Directors

FROM: Board Chair

SUBJECT: Localizing California Waters Conference

SUMMARY

The Watershed Progressive is holding the conference on April 29-30 at the Ojai Valley Inn on localizing California waters. Regina Hirsch is seeking approval from local organizations to be listed as supporters. Approval of being listed as a supporter entitles Agency Board members to attend at no cost.

RECOMMENDED ACTIONS

It is recommended that the Board consider officially designating the Agency as a conference supporter.

BACKGROUND

Attachment A describes the purpose and program of the conference. Support could be considered part of the Agency’s stakeholder engagement because it would encourage dialogue among water managers, agricultural land owners, and regulatory agency personnel about resource issues relevant to the GSP although not directly focusing on the GSP.

FISCAL SUMMARY

Not applicable

ATTACHEMENTS

- A. Conference purpose and program documents

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

VENTURA TO SLO

Regional Water Summit



LOCALIZING
CALIFORNIA
WATERS

April 29-30, 2019

Ojai Valley Inn, Ojai, CA

MADE POSSIBLE WITH A GRANT FROM THE WATER FOUNDATION

Localizing CA Waters: Ventura Regional Meeting

Informational Presentation for

Upper Ventura River Groundwater Management Association



LCW Background:

- LCW is unique statewide conference, focusing on building a diverse innovative water strategies toolkit and removing barriers for **healthy, resilient communities**.
- In 2018, over 54 organizations and 123 participants from throughout the state came together to bridge silos and connect over a **broader goal of water management in California**.
- To support local regional conversations and inform statewide initiatives, two **REGIONAL WATER SUMMITS** were identified for 2019: *Ventura and Sonoma*.
- *The REGIONAL WATER SUMMIT proceedings will document next step and action items for additional support for local collaborations. They will also form the basis for the next statewide conversation in November 2019.*

WHAT IS LCW?

- **Facilitates community resiliency through collaboration**
- **Builds bridges across silos to foster new partnerships**
- **Connects water solutions to climate adaptation**
- **Incubates innovative approaches across water, land, natural resource and equity sectors**
- **Facilitates a shared water vision among grassroots, NGO's and state policy organizations**


















Supporters: TRICOUNTY REGION

SLO Coastal Resource Conservation District
Cachuma Resource Conservation District
City of Ojai
Ventura River Water District
Santa Barbara Land Trust
Ventura Land Trust/SLO Land Trust (*pending*)
Ojai Valley Land Trust
Ojai Chautauqua
Project WET
USFS
Eagle Aerial
Ventura River Watershed Council
South Coast Habitat Restoration
Santa Barbara County *IRWM*
VCRCD/SLORCD/Cachuma RCD/Coastal RCD
TriCounty Fish Team
CreekLands
Ca Governor's Office of Planning & Research
City of San Luis Obispo
Central Coast Water Conservancy
Ojai Valley Green Coalition
Senior Canyon Mutual Water Company
Ventura County Watershed Coalition
Morro Bay National Estuary Program
Ojai Ventura Water Agency Partnership
UC Santa Barbara Bren School
Cal Polytechnic University, San Luis Obispo (*tbd*)
Ojai Basin Groundwater Management Agency



NEED STATEMENT

Need Statement: The coastal San Luis Obispo, Santa Barbara and Ventura Counties have many geographical similarities while sharing vulnerabilities, such as water security, diminishing instream summer base flows, water equity, heightened fire and flooding risks. Many organizations in these counties have successfully worked on streamlining efforts to reach a shared water vision, such as the Ventura River Watershed Council, Central Coast Water Conservancy and local IRWMs.

Multi-Benefit Icons Key		
 WATER SECURITY	 INSTREAM FLOW ENHANCEMENT	 HABITAT
 GROUNDWATER RECHARGE	 ALTERNATIVE TRANSPORTATION	 FIRE MANAGEMENT
 WATER QUALITY	 WATER EFFICIENCY	 COMMUNITY STAKEHOLDERS
 HEAT ISLAND REDUCTION	 CLIMATE CHANGE RESILIENCY	 FLOOD REDUCTION
 WATER RE-USE	 DEMONSTRATION PROJECTS	 EDUCATION

Barriers:

Capacity for implementation
Silos between water/land managers and natural resource goals

Opportunities:

Strategic funding
Permitting
Multiple benefit projects
Innovative tools
Conjunctive use opportunities
Collaborative frameworks

The LCW REGIONAL WATER SUMMIT will focus on exchanging ideas and regional innovative successful strategies that benefit the intersection of:

Water Security, Fire/Flood, and Instream Flows, and opportunity to create a larger framework for voluntary agreements and creative, collaborative approaches.



OUTCOMES & INVITEES



Invitees:

Water Managers

Landuse Managers

Natural Resource Managers

Associated Vocational Experts

April 29th Ventura-San Luis Obispo Focus: Keynote presentations on latest water trends applicable to Tricounty area. Case studies and tools from experts throughout California on balancing healthy economies, water security and watershed balance.

A poster session/reception will integrate relevant current case studies, strategic planning efforts, and implementation streamlining.

April 30th Ventura Watershed Focus:

Facilitated workshop, panels, seminars resulting in innovative case study application for a shared vision as well as next steps for collaborative frameworks for Ventura River Watershed.

Notable Speakers / Panelists



Felicia Marcus, *former SWRCB and/or current SWRCB Board appointee (tbd)*

James S. Famiglietti, *Director Global Institute for Water Security, University of Saskatchewan in Saskatoon, Canada.*

Brock Dolman, *The Water Institute*

Nicole Kuenzi, Ann Marie Orr and/or associated staff
Division of Water Rights, SWRCB

Dan Worth, Kevin Delano and/or associated staff
Instream Flow Unit, SWRCB

Mary Larson, Erin Wilson (pending), *CDFW*

Adam Ballard, *Wildlife Conservation Board*

Staci Smith, and other (pending) *NOAA/NMFS*

Carmel Brown, *DWR* (pending)

Martha Davis (*IEWD former, Mono Lake Committee*)

Debbie Franco, *Ca Governors Office of Planning and Research, Drought and Rural Affairs*

Bob Wilkinson, *UC Santa Barbara Bren School*

Andy Fischer, *UC Santa Cruz* (invited)

VENTURA TO SLO

Regional Water Summit



LOCALIZING
CALIFORNIA
WATERS

April 29-30, 2019

Ojai Valley Inn, Ojai, CA

Benefits to UPVRGSA sponsorship/participation:

Leader in Collaborative Solutions for Ventura River Watershed

No legal exposure: only gain by creating space for **solution-based forum**

Positive Outreach/Engagement opportunities

Will be able to give **input on agenda** prior to April 9

Agenda input: (if prior to April 9)

LOCALIZING CALIFORNIA WATERS

VENTURA TO SLO REGIONAL WATER SUMMIT



MONDAY APRIL 29, 2019
MOVING FORWARD: A SHARED WATER VISION
OJAI VALLEY INN FARMHOUSE

MONDAY APRIL 29, 2019
MOVING FORWARD: A SHARED WATER VISION
OJAI VALLEY INN FARMHOUSE

7:30 Registration: Coffee-Tea Reception
8:00 **Welcome:** Chumash Opening
8:10 Welcome Address: *Alex Kim, General Manager Ojai Valley Inn | Johnny Johnston, Mayor, City of Ojai*
8:20 **KEYNOTE 1: Power of the Shared Water Vision:** *Felicia Marcus, SWRCB (pending)*
8:50 **KEYNOTE 2: Water Availability and Climate in Tight Places:** *Jay Famiglietti, Director of the Global Institute for Water Security at the University of Saskatchewan in Saskatoon, Canada.*
9:20 **KEYNOTE 3: What is a Healthy Resilient Community:** *Dean Kuban, City of Santa Monica (pending)*
Keynote Panel Discussion Follow Up
9:50 **Discussion Roundtable I: Shared Water Priorities of Tri-County Partners**
Moderator: Debbie Franco, CA Governor's Office of Planning and Research
Panel Members: Lynn Rodriguez, Ventura IRWM | Brendan Clark, SLO IRWM (pending) | Fray Crease, SB IRWM | Central Coast Water Conservancy | Devin Best, Upper Salinas - Las Tablas RCD | Staci Smith, NOAA | John Krist, Ventura County Farm Bureau (invited)

***Problem Statement:** Many regional collaborations have formed, state inspired, and locally inspired. How do we strengthen by these collaborations and not weaken our human capital? How do they overlap priorities and fit best together, going forward? A Matrix of TriCounty Water Priorities will be shared with the audience for discussion towards leveraging creative strategies.*

10:30 **BREAK**

Aligning Our Approaches: Regional Toolkit Showcase
10:45 **Benefits of the Diverse Localizing Water Toolkit:** *Brock Dolman, The Water Institute*

11:15 **Dispelling Water Myths of the Central Coast:** *Jamie Whiteford, Senior Scientist, Ventura County RCD*
11:30 **Discussion Roundtable II:**
Tools of the Tri-County Workhorses: New Strategies of the Land Trust Community and RCD
Moderator: Larry Yee, Regional Water Board Director, Los Angeles, former NRCS Director (pending)
Panel Members: VCRCD, Coastal RCD, Cachuma RCD, LTRCD, SB Land Trust, Ojai Land Trust, Ventura Land Trust, SLO Land Trust Representatives (pending)

***Problem Statement:** Building trust with landowner willingness is critical for implementation of effective tools. However regulatory agency unfunded, lack of direct communication and multiple water based mandates can create misunderstanding, distrust and a philosophy of non-willingness by many landowners, organizations, water districts and public organizations to rise to the level. With voluntary (not regulatory) practices being at the central core of Land Trust and RCD organizations, what can these two little known workhorses do to ease pathways for regulatory and landowner success?*

NOON **LUNCH ON SITE**

1:00 **Toolkit Showcase Part II**
General Planning Session: Relevant Planning Consideration for the Tri-County Region

1:00 **Presentation Panel: Water Budgets and Equitable Water Rate Planning**
Moderator: Martha Davis, Project WET, Mono Lake Committee (retired) (pending)
Panel Members: Tom Ash, Inland Empire Utilities Agency, DWR Volunteer Advisor (retired) | Wayne Tate, Eagle Aerial | David Pederson, GM Las Virgenes MWD | Bert Rapp GM, Ventura River WD

***Problem Statement:** Reduced water availability due to climate change and conservation are not conducive to a healthy, robust water purveyor. Reduced demand forecast, even with growing populations do not work for the current model.*

1:45 **Presentation Panel: Relevant Studies/Tools You Can Use for the Tri-County Region**
Integrated Water Strategies, SB Blueprint, Ojai City Comparative Analysis; Fire Flood Forum
Moderator: Dustin Pearce, Conservation Biology Institute
Panel Members: Chet Work, SB Land Trust (pending) | Staci Smith, NOAA | Steph Wald, CreekLands | Aja Bulla-Richards, Watershed Progressive

2:30 **BREAK**

2:45 **Water Break Activity:** *Meg West, Meg West Design*
3:00 **Pathways for Resilient Response: Building Tools in Partnership**
Moderator: Trathen Heckman, Daily Acts (pending)
Panel Members: Chief Building Officials Ventura, SB, SLO Counties (pending) | Fire Chiefs, County Env. Health | Art Ludwig, Oasis Design | Bill Kelley, Marin County CBO | Larry Fay, Santa Barbara County EH Director | Kathy Nolan, Ojai Planning Commissioner

***Problem Statement:** There is not an adequate framework for innovation in California's built environment. Regulatory barriers preclude structures which do not meet "current" codes. Thus, the initial development of much of California's green codes was done in the shadows without permits (greywater, solar, straw bales, etc). This workaround precludes direct collaboration between innovators, policymakers, regulators and researchers. Innovations take decades to make it into code, typically in a form that does not reflect best practice. Now that climate constants are becoming variables, we need to respond nimbly and effectively with innovative tools and state of the art codes for: stormwater/wastewater reuse, green fire-resistant infrastructure, and neighborhood scale stormwater IID.*

3:45 **Toolkit Showcase Part III: Creative Real Tools, on the Ground**
Alternative Strategies for Stream Flows *Freddy Otte and/or Luis Obispo City staff | Adam Ballard, Wildlife Conservation Board Instream Flow Program Manager (pending) | Aleksandra Wydzga, Stillwater Sciences (pending) | Devin Best, LTRCD*
4:30 **Agricultural Meets the Backyard: Out of the Box Solutions:** *Allegra Roth, Community Environmental Council | Andy Fischer, UCSC Geohydrology or staff (pending) | Neal Shapira, Santa Monica City (pending)*
5:20 **Closing: Chumash Closing**
5:30 **No-host Reception & Poster Session** (Please see Poster Titles on following page)

LOCALIZING CALIFORNIA WATERS

VENTURA TO SLO REGIONAL WATER SUMMIT



TUESDAY APRIL 30, 2019

APPLYING THE TOOLS: VENTURA RIVER WATERSHED WORKSHOP
OJAI VALLEY INN FARMHOUSE

- 8:00 **Opening:** *Bill Trip, Yurok (invited)*
- 8:10 **KEYNOTE: Moving Water Forward with Creativity in Collaboration:** *Eric Ekdahl, Deputy Division of Water Rights, SWRCB*
- 8:35 **Roundtable Discussion I: Crossing Silos**
Working Together, Stronger to Pick up the Pace for Collaborative & Locally Based Frameworks & Tools
Moderator: Cheryl Dahle, Flip Labs
Members: Debbie Franco, CA Governor's Office of Research & Planning | Martha Davis, Project WET | Lynn Rodriguez, Ventura River Watershed Council | Eric Wesselman, FOR | Matt Clifford, Trout Unlimited (pending) | Bert Rapp, Ventura River Water District | Kevin Delano, SWRCB Ventura River Instream Flow Project
- 9:35 **Roundtable Discussion II: The Benefits of Resilience: Local Water Management Tools with Multiple Benefits**
Moderator: Bob Wilkinson, UCSB
Panel Members: TBD
- 10:15 **BREAK**
- 10:30 **FACILITATED WORKSHOP I: Applied Approaches to a Healthy Resilient Watershed**
10:35 *Breakouts and rotation of Stations*
- NOON **LUNCH ON SITE**



TUESDAY APRIL 30, 2019

APPLYING THE TOOLS: VENTURA RIVER WATERSHED WORKSHOP
OJAI VALLEY INN FARMHOUSE

- 1:00 **Roundtable Discussion: Nuts and Bolts of Supporting Collaborative Frameworks & Shared Values**
Moderator: Tom Hicks, Hicks Law
Panel Members: SWRCB Division of Water Rights Staff | Erin Wilson, CDFW | Adam Ballard, WCB (pending) | Staci Smith, NOAA | Carmel Brown, DWR (invited)
- 1:45 **FACILITATED WORKSHOP I: Getting to WET Water: The Action Plan for Ventura Watershed**
Agency Staff to be on hand to answer questions and clarify tools in breakout sessions.
- 2:30 **Discussion of Each Breakout Group**
- 3:30 **BREAK**
- 3:45 **FACILITATED WORKSHOP II: Bringing it all Together: Summary of Combined and Regional Actions**
CA State Agency Staff, technical experts, and participants to give input on Action Planning next steps and barriers to be removed.
- 4:15 **Next Steps: Resolution and Clarification of Action Items for all participants**
Lynn Rodriguez, IRWM | Lexi Bell, VCRCD
- 4:45 **Closing**

Monday at 5:30pm - Poster Session & Reception - Poster Titles: **Note: This is not a comprehensive list. Additional Posters will be presented.*

- Matilija Dam Ecosystem Restoration Project - Estuarine & Coastal Modeling
- Ventura River Watershed Council Mgmt Plan
- Climate Change, Regenerative Agriculture and Soil Health
- Composting Toilet Demonstration
- Matilija Dam Ecosystem Restoration Project - Estuarine & Coastal Modeling
- Measuring Landcover for Agencies
- Meeting Efficiency Targets & Revenue Stability
- Lead Detection for Customers
- Agency/System Leak Detection
- The development of the Stormwater Resource Plans for Santa Barbara and Ventura Counties
- Ventura River Watershed Modeling Groundwater/Surface Water Interactions and Investigating Nutrients Impacts from Septic Systems
- Integrated Water Strategies for SB and Ventura County
- Healthy Horses Program
- City of Ojai Reduced Consumptive Use and Recharge Analysis
- Framework for Instream Flow and Water Security in VRW
- Landowner Resiliency Program
- CCC Prop 68
- WCB Instream Flow Program (pending)
- CDFW 1600 Water Rights Permitting
- SWRCB Surface Groundwater Model
- Post-fire Monolithic Adobe Stress Testing
- Rehydrating Landscapes with Beaver
- Shaping Watersheds with Augmented Reality Interactive Technology

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VENTURA TO SLO

Regional Water Summit



LOCALIZING CALIFORNIA WATERS

April 29-30, 2019

Ojai Valley Inn, Ojai, CA

MADE POSSIBLE WITH A GRANT FROM THE WATER FOUNDATION

For more information, please contact:



Regina Hirsch

Executive Director | [Watershed Progressive](#)

regina@h2oprogressive.com | t: 209-206-2234

Sierra Office: 18653 Main St. Groveland, CA 95321

Central Coast Office: 206 N. Signal Street, Suite S, Ojai, CA 93023

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 7(b)

DATE: April 11, 2019

TO: Board of Directors

FROM: Executive Director

SUBJECT: Agency Administrator

SUMMARY

Pursuant to Board direction provided on March 14, 2019, staff has negotiated an agreement with Meiners Oaks Water District (MOWD) for Agency Administrator services and to house the Agency at MOWD’s office. The agreement specifies that UVRGA will reimburse MOWD for Summer Ward’s labor in an amount equal to her overtime rate plus payroll taxes (estimated to be \$44/hour). UVRGA will also compensate MOWD \$50 per month for use of MOWD office space for file storage, printer/copier usage, and miscellaneous supplies. Counsel has reviewed the agreement. The MOWD General Manager has reviewed the agreement and is prepare to move forward. Ms. Ward will be available to begin supporting the Agency in mid-May.

RECOMMENDED ACTIONS

It is recommended that the Board authorize the Executive Director to execute an agreement with Meiners Oaks Water District for Agency Administrator services.

BACKGROUND

On November 8, 2018, the Board discussed reorganizing the Agency and approved filling the Agency Administrator position. On March 14, 2019, the Board directed staff to pursue an agreement with MOWD for Agency Administrator services for Board review and approval.

FISCAL SUMMARY

The adopted Fiscal Year 18/19 Budget and draft Multi-Year Budget update includes costs associated with the Agency Administrator position (please see Agenda Item 8a).

ATTACHEMENTS

A. Draft UVRGA – MOWD Agreement

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

Item No. 7b - Attachment A

AGREEMENT BY AND BETWEEN MEINERS OAKS WATER DISTRICT AND UPPER VENTURA RIVER GROUNDWATER AGENCY TO PROVIDE ADMINISTRATIVE SUPPORT

This agreement is made and entered into this ____ day of _____, 2019 (“Agreement”), by and between Meiners Oaks Water District, a California Special Water District, formed under the laws of the State of California (“MOWD”) and Upper Ventura River Groundwater Agency, pursuant to the Joint Exercise of Powers Act of 2000 (“UVRGA”). MOWD and UVRGA are sometimes individually referred to herein as “Party” and collectively as “Parties.”

1. RECITALS.

- A. Whereas, UVRGA was formed by the Joint Exercise of Powers Agreement by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District in December 2016 for the purpose of ensuring sustainable management of the Upper Ventura River Basin (“the Basin”) pursuant to the Sustainable Groundwater Management Act (“JPA”);
- B. Whereas, UVRGA became the Groundwater Sustainability Agency (“GSA”) for the Basin on July 20, 2017;
- C. Whereas, Section 10.4 of the JPA provides that UVRGA may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency’s finances, purchasing, risk management, information technology and human resources.
- D. Whereas, Section 10.4 of the JPA requires a written agreement between UVRGA and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services;
- E. Whereas, UVRGA has recruited for an Agency Administrator and has identified the MOWD Board Secretary as the most qualified candidate; and
- F. Whereas, MOWD is a JPA Member and is agreeable to providing the services of the Agency Administrator services to UVRGA, providing office space for UVRGA files, and allowing its facilities to serve as UVRGA’s Principal Office.

NOW THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

2. TERMS.

2.1 Incorporation of Recitals. The Recitals are hereby incorporated and made a part of the Agreement as if set forth herein.

2.2 Scope of Services and Term.

2.2.1 General Scope of Services.

2.2.1.1 MOWD agrees to provide its Board Secretary to serve as UVRGA Agency Administrator ("Services") pursuant to the Job Description in Exhibit "A" attached hereto.

2.2.2 Term and Termination. The term of this Agreement shall be from _____ until terminated by either Party ("Term"). Either Party reserves the right, at any time in the exercise of its sole discretion, to terminate this Agreement in whole or in part, with or without cause, upon thirty (30) days prior notice in writing to the other Party.

2.2.2.1 In the event MOWD unilaterally withdraws from the JPA under Section 16.1 of the JPA, the written notice of unilateral withdrawal shall serve as thirty (30) day prior notice of termination of this Agreement as described in Section 2.2.2.1.

2.2.2.2 In the event of Rescission or Termination of the JPA under Section 16.2 of the JPA, UVRGA will compensate MOWD for any outstanding fees, as described in Section 2.4 of this Agreement.

2.3 Responsibilities of Consultant.

2.3.1 Independent Contractor. The Services shall be performed by MOWD or under its supervision. UVRGA retains MOWD on an independent contractor basis and not as an employee, partner or joint venturer.

2.3.2 Schedule of Services. MOWD shall perform the Services in a timely manner within the Term of this Agreement. Parties understand and agree that MOWD duties will take priority over UVRGA duties in the event of scheduling conflicts and/or workload concerns.

2.4 Fees and Payments.

2.4.1 Fees.

2.4.1.1 Labor. MOWD labor for Agency Administrator services shall be billed at a rate of \$44.00 per hour, which is intended to cover the MOWD Board Secretary's hourly overtime rate of pay and payroll taxes. The billing rate shall be subject to reasonable increases when MOWD, in its sole discretion, raises the Board Secretary's compensation.

2.4.1.2 Facility Use and Supplies. UVRGA shall compensate MOWD \$50.00 per month for use of its facilities as UVRGA's Principal Office, file storage, and for MOWD supplies utilized by the Agency Administrator. The compensation rate for facility use and supplies shall be reviewed annually by the Parties.

2.4.2 Payment of Compensation. MOWD shall submit to UVRGA a monthly invoice for services provided during the preceding one (1). Payment for invoices is due not later than thirty (30) days of the date of the invoice. A late charge at the rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said thirty (30) days.

2.5 Records

2.5.1 Records Ownership. All completed and incomplete original agreements, records, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and any and all other information produced or retained by the UVRGA

Agency Administrator relating to the Services are the sole and separate property of UVRGA (“UVRGA Records”).

2.5.2 Access to Records. MOWD shall provide free access to the representatives of UVRGA or its designees, at reasonable times, to all UVRGA Records. MOWD shall keep some UVRGA Records confidential as directed by representatives of UVRGA and as allowed under law.

2.5.2.1 Original Records. In the event of termination of this Agreement under Section 2.2.2.1 or 2.2.2.2, MOWD will return or allow UVRGA to collect all UVRGA records to UVRGA within thirty (30) days of the notice of termination. In the event of Rescission or Termination of the JPA, MOWD will retain, transfer, or dispose of all UVRGA files, records, or other property at the direction of the representatives of prior to Rescission or Termination or pursuant to Section 16.4 of the JPA.

2.6 General Provisions.

2.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

MOWD: Meiners Oaks Water District
202 W. El Roblar
Ojai, CA 93023
ATTN: Mike Hollebrands, General Manager

UVRGA: Upper Ventura River Groundwater Agency
P.O. Box 1779
Ojai, CA 93024
ATTN: Bryan Bondy, Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

2.6.2 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing signed by both parties.

2.6.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in the Superior Court for the State of California, County of Ventura.

2.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

2.6.5 Assignment or Transfer. MOWD shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the UVRGA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

2.6.6 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to MOWD and UVRGA include all respective elected and appointed officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

2.6.7 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

2.6.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

2.6.9 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

2.6.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

2.6.11 Indemnity. Except as otherwise provided herein, Parties agree to indemnify, defend, and hold harmless the other party, its officials, members, officers, agents, employees, contractors, successors, and assigns of each of the Parties from any and all damages, liabilities, claims, expenses, or losses of any nature, including reasonable attorneys' fees, to the extent caused by, arising out of, or in connection with, the indemnifying Party's acts, omissions, conditions or other matters related to this Agreement, unless such acts and omissions are willful misconduct or gross negligence, either active or passive.

2.6.12 Authority to Enter Agreement. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

2.6.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first shown on first page.

“MOWD”:

MEINERS OAKS WATER DISTRICT

By: _____
General Manager

“UVRGA”:

UPPER VENTURA GROUNDWATER AGENCY

By: _____
Executive Director

Exhibit "A"
UVRGA Agency Administrator Job Description

Job Description

Agency Administrator

General Description

The Agency Administrator is a part-time, at-will employee, contractor, or Member Agency employee who reports to the Executive Director of the Upper Ventura River Groundwater Agency (“Agency”). Under direction of the Executive Director, the Agency Administrator shall serve as Clerk of the Board and be responsible for the administrative functions of the Agency.

Duties and Responsibilities

- Manages and initiates administrative programs and performs functions mandated by law and California statutes including the Brown Act, Public Records Act, Political Reform Act, and Sustainable Groundwater Management Act;
- Serves as Clerk of the Board: coordinates meetings and the accurate recording and validation of proceedings of the Board of Directors; provides for timely and thorough access to public records; prepares the development and preparation of public notices and publications, agendas, packets, minutes, contracts, ordinances, and resolutions;
- Oversees, or serves as Filing Officer for Fair Political Practices Commission (FPPC) economic interest statements; in conjunction with the FPPC, initiates conflict of interest codes and biennial code filings, conflict of interest and financial records;
- Preparation of or assisting Executive Director in preparation of, correspondence, memoranda, and staff reports;
- Responds to stakeholders in person and on the phone;
- Maintains Agency website;
- Arranges rooms for meetings;
- Performs clerical work with accuracy and speed;
- Processes outgoing and incoming mail;
- Maintains Agency files and official records;
- Maintains list of persons interested in the GSP process and email notices as requested by Executive Director;
- Assists Executive Director in his role as Grant Manager in preparing quarterly progress reports to Department of Water Resources as required by Agency’s grant agreement;
- Maintains timekeeping for Board member time spent on GSP tasks;
- Maintains compliance with Form 700 filings; and
- Perform related duties and other responsibilities as required.

Desirable Experience, Knowledge, and Abilities

- Clerk of Board functions and responsibilities;
- Listen carefully during Board meetings, seek clarification during Board meetings as necessary to understand proceedings, and use recording equipment for preparation of accurate meeting minutes;
- Brown Act and familiarity with public agency procedures;
- FPPC requirements and procedures;
- Modern office practices, methods, computer equipment, tablets, and projectors;
- Word processing methods and programs;
- Perform routine tasks using Microsoft Word, Excel, and PowerPoint and Adobe Acrobat;
- Principles of business letter writing;
- Basic principles of record keeping;
- Vocabulary, spelling, grammar, and punctuation;
- Make accurate arithmetic computations;
- Perform responsible clerical support work with accuracy, speed, and minimal supervision;
- File materials alphabetically, chronologically, and numerically;
- Enter and retrieve data from a computer with enough speed and accuracy to perform assigned work; and
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Working Conditions and Physical Requirements

This position may require sitting for a prolonged time using a computer and requires the ability to stand, walk, twist, reach, bend, crouch and kneel. An incumbent must have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds

License Requirements

- Possess a Class C California driver's license and a driving record acceptable to the Agency's insurance carrier.

Exempt/Non - Exempt

- For employees, this is a non - exempt position pursuant to the Fair Labor Standards Act.

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(a)

DATE: April 11, 2019

TO: Board of Directors

FROM: Executive Director and Ad Hoc Funding Committee

SUBJECT: Multi-Year Budget and Groundwater Extraction Fee (Grant Category (c) - Task 9: Organizational Activities)

SUMMARY

The draft multi-year budget has been updated pursuant to the Board discussion on March 28, 2019. The updates are reflected in the draft budget provided in Attachment A and include (in no particular order):

- Rent/Utilities – reduced due to transfer of the Agency’s office to MOWD;
- Technical Review Group – no funding for Fiscal Year (FY) 19/20, half funding for FY 20/21, and full funding for FY 21/22;
- Legal – moved the proposed increase to the reserve;
- Loan – included a \$50,000 loan in FY 19/20;
- Reserve – reserve funding in FY 19/20 was reduced to \$50,000; and
- Other – the estimated carryover amount for FY 18/19 to FY 19/20 has been corrected.

Additionally, other relatively minor changes were made at the request of the Executive Director. These changes include removing the bank charges (the Agency will no longer be charged a fee now that it has transitioned to Bank of the Sierra), adding \$2,500 to FY19/20 for laptops/software for Agency Administrator and Bookkeeper-Treasurer, and adding \$150/year for cloud file sharing/storage service.

Now that the Board is considering a loan for FY 19/20, staff recommends that the Board discuss loan options and provide direction to staff on whether to pursue a loan and with whom.

In terms of moving forward with development of an extraction fee, Attachment B provides an outline of the remaining steps needed to adopt an extraction fee. The outline was prepared by Agency Counsel and is provided for reference.

The Ad Hoc Funding Committee will provide an oral report during the Board meeting concerning its discussions with private pumpers regarding results of March 28, 2019 Board discussion of the multi-year budget. The Ad Hoc Funding Committee will make a recommendation about a potential stakeholder workshop.

RECOMMENDED ACTIONS

1. Discuss potential options for obtaining one or more loans as part of the funding plan;
2. Consider approving the draft multi-year budget update;
3. Receive an oral report from the Ad Hoc Funding Committee and discuss development of a groundwater extraction fee; and
4. Provide direction to the Ad Hoc Budget Committee, Ad Hoc Funding Committee, and/or staff.

BACKGROUND

The Board of Directors held a Special Meeting on March 28, 2019 to discuss the draft multi-year budget and potential extraction fees concurrently. The draft multi-year budget has been updated based on that board discussion. The Ad Hoc Funding Committee has performed outreach concerning the estimated potential extraction fees discussed during the March 28, 2019 meeting.

FISCAL SUMMARY

None.

ATTACHEMENTS

- A. Draft Multi-Year Budget
- B. Next Steps or Fee Adoption

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

Item No. 8a - Attachment A

Upper Ventura River Groundwater Agency Long Range Budget FY 18/19 through FY 23/24
Based on UVRGA LONG RANGE BUDGET-DRAFT JANUARY 16, 2019

Spandrio-March 1st, 2019; Revised 3-28-19
Revised 4-1-19; Revised 4-2-19

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total	Comments
EXPENSE							
Labor							
Payroll	\$ 38,586.00	\$ 39,744.00	\$ 40,936.00	\$ 42,164.00	\$ 43,429.00	\$ 204,859.00	Increased for reorganization. Assume Agency Admin replaces current admin: 15 hrs/wk, \$45/hr and payroll taxes
Insurance	\$ 5,150.00	\$ 5,305.00	\$ 5,464.00	\$ 5,628.00	\$ 5,796.00	\$ 27,343.00	
Total Labor	\$ 43,736.00	\$ 45,049.00	\$ 46,400.00	\$ 47,792.00	\$ 49,225.00	\$ 232,202.00	
Office							
Rent	\$ 600.00	\$ 618.00	\$ 636.54	\$ 655.64	\$ 675.31	\$ 3,185.49	Revised 4-2-19
Utilities	\$ 1,030.00	\$ 1,061.00	\$ 1,093.00	\$ 1,126.00	\$ 1,159.00	\$ 5,469.00	
Postage	\$ 309.00	\$ 318.00	\$ 328.00	\$ 338.00	\$ 348.00	\$ 1,641.00	
Supplies	\$ 618.00	\$ 637.00	\$ 656.00	\$ 675.00	\$ 696.00	\$ 3,282.00	
Office Equipment	\$ 4,195.00	\$ 1,741.00	\$ 1,789.00	\$ 1,838.00	\$ 1,889.00	\$ 11,452.00	\$2500 added to FY19/20 for laptops/software for Agency Administrator and Bookkeeper-Treasurer; Add \$150/year for all years for cloud file sharing/storage service - Revised 4-2-19
Bank Charges						\$ -	Revised 4-2-19
Insurance Expense-Special District Risk Management Authority-SDRMA	\$ 1,801.12	\$ 1,855.15	\$ 1,910.81	\$ 1,968.13	\$ 2,027.18	\$ 9,562.39	
Memberships-California Special Districts Association-CSDA	\$ 1,661.13	\$ 1,710.97	\$ 1,762.30	\$ 1,815.16	\$ 1,869.62	\$ 8,819.18	
Total Office	\$ 10,214.25	\$ 7,941.12	\$ 8,175.65	\$ 8,415.93	\$ 8,664.11	\$ 43,411.06	
Professional services (non-grant)							
GSP Manager	\$ 45,320.00	\$ 46,680.00	\$ 48,080.00	\$ 24,000.00	\$ 24,720.00	\$ 188,800.00	Per counsel, increase from \$6,000/mo to \$8,000/mo through GSP adoption; Revised 3-28-19
Legal	\$ 74,880.00	\$ 77,846.00	\$ 80,902.00	\$ 35,000.00	\$ 36,050.00	\$ 304,678.00	
Website	\$ 1,030.00	\$ 1,061.00	\$ 1,093.00	\$ 1,126.00	\$ 1,159.00	\$ 5,469.00	
Accounting	\$ 10,300.00	\$ 10,609.00	\$ 10,927.00	\$ 11,255.00	\$ 11,593.00	\$ 54,684.00	
Annual Report	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 41,200.00	\$ 81,200.00	
Monitoring	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,900.00	\$ 60,900.00	TRG meetings added per Board action on 1/10/19. Assume \$6,500 per meeting and 5 meetings per year during GSP development, one meeting per year other years. Will be billed to grant if allowable; Revised 3-28-19
Technical Review Group Mtgs	\$ -	\$ 16,250.00	\$ 32,500.00	\$ 6,500.00	\$ 6,500.00	\$ 61,750.00	Per Board direction to participate in flow study. GSP PM participation in Flow Study, TAC meetings and other briefings. GSP PM to review & comment on study work products, with support from Kear and others. Will be billed to grant if allowable
SWRCB Flow Study Participation	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 55,000.00	
Total Professional Services (non-grant)	\$ 146,530.00	\$ 172,446.00	\$ 193,502.00	\$ 147,881.00	\$ 152,122.00	\$ 812,481.00	

Grant Tasks

Category A - Grant Admin

Project Administration-Grant Mgmt \$ 19,000.00 \$ 19,000.00 \$ 20,000.00 \$ - \$ - \$ 58,000.00

Category B - Data Gaps

Task 1: Establish Well Monitoring Network (was 2.1) \$ 28,300.00 \$ - \$ - \$ - \$ - \$ 28,300.00
 Task 2: Project Monitoring Plan (new) \$ - \$ - \$ - \$ - \$ - \$ -
 Task 3: Surface Water-Groundwater Interface Monitoring (was 2.2) \$ 17,695.00 \$ - \$ - \$ - \$ - \$ 17,695.00
 Task 4: Groundwater Extraction Estimates (was 2.3) \$ - \$ - \$ - \$ - \$ - \$ -
 Task 5: Water Year Hydrologic Data Analysis (was 2.4) \$ 10,000.00 \$ - \$ - \$ - \$ - \$ 10,000.00
 Task 6: Subsurface Inflow Data (was 2.5) \$ 45,000.00 \$ 7,500.00 \$ - \$ - \$ - \$ 52,500.00
 Task 7: Surface Water Flow Data (was 2.6) \$ 8,000.00 \$ - \$ - \$ - \$ - \$ 8,000.00
 Task 8: Natural Habitat EVT Analysis (was 2.7) \$ 1,870.00 \$ 1,870.00 \$ - \$ - \$ - \$ 3,740.00
Category B - Data Gaps Total \$ 110,865.00 \$ 9,370.00 \$ - \$ - \$ - \$ 120,235.00

Increased for Board approved actions to fill data gaps, add barologgers and coordination
 Requirement added by DWR in grant agreement
 Increased to address access agreement, prevailing wage requirement and Kear recommendations for three wells vs. one

Category C - Planning Activities

Task 9: Organizational Activities (was 3.1) \$ 5,000.00 \$ - \$ - \$ - \$ - \$ 5,000.00
 Task 10: Stakeholder Outreach and Engagement (new) \$ 10,000.00 \$ 10,000.00 \$ 10,000.00 \$ - \$ - \$ 30,000.00
Category C - Planning Activities Total \$ 15,000.00 \$ 10,000.00 \$ 10,000.00 \$ - \$ - \$ 35,000.00

Increased due to extra effort by counsel and GSP PM supporting fee development, TRG development, TRG member recruiting and consultant selection
 New task resulting from DWR's reorganization of grant tasks.
 Budget moved from GSP tasks to this task (no increase).

Category D - GSP Development

Task 11: Plan Area and Basin Setting (was 4) \$ 120,000.00 \$ 60,000.00 \$ - \$ - \$ - \$ 180,000.00
 Task 11: Sustainable Management Criteria (was 5) \$ 10,000.00 \$ 145,000.00 \$ 65,000.00 \$ - \$ - \$ 220,000.00
 Task 11: GSP Chapter 4: Projects and Management Actions \$ 5,000.00 \$ 40,000.00 \$ 15,000.00 \$ - \$ - \$ 60,000.00
 Task 11: GSP Chapter 5: Plan Implementation \$ 2,500.00 \$ 10,000.00 \$ 17,000.00 \$ - \$ - \$ 29,500.00
 Task 11: GSP Introduction, Executive Summary, References & Appendices \$ 7,500.00 \$ 15,000.00 \$ 10,000.00 \$ - \$ - \$ 32,500.00
Category D - GSP Development Total \$ 145,000.00 \$ 270,000.00 \$ 107,000.00 \$ - \$ - \$ 522,000.00

Increased assuming Lorraine W. will not be available to prepare non-technical sections and for analytical modeling
 Apparent increase is due to rebalancing grant after elimination of GSA formation and grant application cost share by DWR (costs were largely deducted from this grant task; however, estimated costs for this task should have remained in the budget).

Category E - GSP Reviews and Approvals

Task 12: GSP Reviews, Approvals and Final Document Preparation \$ - \$ - \$ 50,000.00 \$ - \$ - \$ 50,000.00
Total Grant Activities \$ 289,865.00 \$ 308,370.00 \$ 187,000.00 \$ - \$ - \$ 785,235.00

Increased based on assumption Lorraine W. will not be available

Subtotal Expense

\$ 490,345.25 \$ 533,806.12 \$ 435,077.65 \$ 204,088.93 \$ 210,011.11 \$ 1,873,329.06
 Funding for Reserve \$ 74,000.00 \$ 24,000.00 \$ 24,000.00 \$ - \$ - \$ 122,000.00
 Loan Reimbursement \$ - \$ - \$ - \$ - \$ 55,270.00 \$ -
Total Expense \$ 564,345.25 \$ 557,806.12 \$ 459,077.65 \$ 204,088.93 \$ 265,281.11 \$ 1,995,329.06

Reserve amount revised per Ad Hoc Funding Committee discussion; Revised 3-28-19
 Revised 4-1-19; Revised 4-2-19

REVENUE

Total Revenue Needed \$ 564,345.25 \$ 557,806.12 \$ 459,077.65 \$ 204,088.93 \$ 265,281.11 \$ 1,995,329.06
 Fixed Balance from Prior FY \$ 10,051.74 \$ - \$ - \$ - \$ - \$ 10,051.74
 Anticipated Grant Payments \$ 125,000.00 \$ 213,000.00 \$ 180,000.00 \$ 112,061.00 \$ - \$ 630,061.00
 Member Agency Contribution \$ - \$ - \$ - \$ - \$ - \$ -
 Loan \$ 50,000.00 \$ - \$ - \$ - \$ - \$ -
Total Revenue \$ 185,051.74 \$ 213,000.00 \$ 180,000.00 \$ 112,061.00 \$ - \$ 640,112.74

Member agency contributions for FY 18/19 will be prorated if extraction fee is in place before end of FY; Revised 4-1-19
 Revised 4-2-19

Anticipated Funding Required to Balance Budget

\$ 379,293.51 \$ 344,806.12 \$ 279,077.65 \$ 92,027.93 \$ 265,281.11 \$ 1,355,216.32

RESERVES

Reserve Balance \$ 74,000.00 \$ 98,000.00 \$ 122,000.00 \$ 122,000.00 \$ 122,000.00 \$ N/A

Reserve amount revised per Ad Hoc Funding Committee discussion; Revised 3-28-19

Item 8a - Attachment B

Next Steps for Extraction Fee Adoption

- 1. Finalize Multi-Year Budget and Total Amount Extracted from Basin.** The board should finalize a multi-year agenda, which will become the basis for calculation of the pre-GSP per acre-foot fee. Additionally, based on responses (if any) to the “Notice of Determination of Amount of Groundwater Extracted From Upper Ventura River Groundwater Basin” the ad hoc committee should work with private extractors to finalize the total amount extracted from the basin. Finalization of a multi-year budget and total basin-wide extraction amounts are necessary to develop a per acre-foot fee.
- 2. Ad Hoc Committee to Recommend to Board Adoption of Per Acre-Foot Fee.** Once the agency’s multi-year budget and the total amount extracted from the basin are finalized, the ad hoc funding options committee should calculate a per-acre foot fee and recommend its adoption at a board meeting.
- 3. Schedule Stakeholder Workshop and/or Public Hearing.** Once the board votes to move forward with the ad hoc funding committee’s recommendation, the board should (1) decide whether it wants to hold a stakeholder workshop (and if so, schedule one) and (2) schedule a public hearing for adoption of the fee.
- 4. Publish Notice for Public Hearing.** Notice shall include the time and place of the meeting, a general explanation of the matter to be considered, and a statement that the data upon which the proposed fee is based is available to the public. Notice shall be provided in the following three ways: (1) by publication pursuant to Section 6066 of the Government Code; (2) by posting the notice on the GSA’s internet website; and (3) by mail to any interested party who files a written request with the agency for mailed notice of the meeting on new or increased fees.
- 5. Publish Data Used to Determine Fee.** At least 10 days before the public hearing to adopt the fee, the agency must make available to the public data upon which the proposed fee is based. at this time, we are planning for this data to be included in Mark Hildebrand’s report. Therefore, it will be important to keep Mark apprised of our timeline.
- 6. Hold Public Hearing.** The agency can only vote to adopt/impose a pre-GSP fee at a public hearing at which oral or written presentation may be made by the public. The fee must be adopted by ordinance or resolution.
- 7. Send Notice of Extraction Amount and Associated Fee.** Once the agency adopts to impose a per acre-foot fee, the ad hoc funding options committee should prepare and send notices of extraction amount and associated total fee due to the agency. As part of this notice, the ad hoc funding options committee should notify each extractor that they have a right to protest the amount of extraction or total fee within 20 days of the mailing

of the notice. If the agency receives any protests, it must hold a hearing to hear from the protestors and determine each protestor's amount of groundwater production and associated fees. Notice of a scheduled hearing, if necessary, must be mailed to each protestant at least 20 days before the date of the hearing.

- 8. Send Bills to Collect Fee.** To collect fees from public and private pumpers, the agency must send individual bills and set a deadline for payment. It is important to note that payment of any protested amounts (per the above) cannot be due to the agency for at least 20 days after a final determination is made.

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(b)

DATE: April 11, 2019

TO: Board of Directors

FROM: Executive Director

SUBJECT: GSP Development Support Services (Grant Category (c): Task 9: Organizational Activities)

SUMMARY

Pursuant to Board direction provided on March 14, 2019, staff has negotiated a master services agreement (MSA) with Intera, Inc. for as-needed GSP development support services. Counsel has reviewed the agreement. Intera, Inc. has reviewed and approved the agreement.

RECOMMENDED ACTIONS

It is recommended that the Board approve the master services agreement with Intera, Inc. for as-needed GSP development support services.

BACKGROUND

On January 10, 2019, the Board directed the GSP PM to issue a Request for Qualifications for as-needed GSP development support services. On March 14, 2019, the Board approved Intera, Inc. to provide the as-needed support services and directed staff to negotiate a contract.

FISCAL SUMMARY

Entering into a professional service agreement does not have a fiscal impact other than the minor administrative and legal costs expended to prepare and negotiate the agreement. Individual work orders will be subject to Board approval. The proposed budget update includes increased costs associated certain tasks that are anticipated to be completed by the consulting firm (please see Agenda Item 8a). The consultant may also complete tasks already budgeted that would otherwise be completed by the GSP PM and/or Kear.

ATTACHEMENTS

A. Draft Master Services Agreement

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

Item No. 8b - Attachment A

Master Services Agreement

This Master Services Agreement (the "MSA") is made and entered into by and between **Upper Ventura River Groundwater Agency ("UVRGA")**, and **INTERA Incorporated ("Service Provider")** (each a "Party" and collectively the "Parties") as of this ____ day of _____, 20__ (the "Effective Date"). The words "we", "us", and "our" refer to UVRGA, and the words "you" and "your" refer to the Service Provider.

By signing this MSA, the Parties agree as follows:

1. MSA Documents

This MSA sets forth basic terms that will apply to your performance of services during the term of this MSA. Additional and specific terms that will apply to a particular project ("Project") and the performance of particular services will be set forth in one or more Statements of Work ("SOWs") substantially in the form of Exhibit A. Each SOW will be governed by this MSA. If any term in this MSA conflicts with a term in a SOW, the terms and conditions of this MSA will control, unless the SOW specifies that its terms and conditions will control. Specific terms in a SOW will not affect any other SOW governed by this MSA without explicit agreement of the Parties in writing.

2. Statements of Work / Purchase Orders

You will be responsible for providing all services described in a SOW ("Services"). Each SOW will detail the material terms and conditions applicable to the Services to be provided pursuant to that SOW. A SOW may add additional Services and obligations of the Parties and include additional legal terms and conditions. If either Party requires an assigned purchase order number on invoices, it is understood and agreed that the purchase order document is for internal accounting purposes only and that neither or nor any accompanying form will in any way modify, add to, or delete any of the terms and conditions of this MSA or any SOW.

3. Fees and Payment

Invoicing and payment intervals will be defined in each SOW ("Fee Terms"). Unless the Fee Terms clearly indicate otherwise, we will pay invoices within thirty (30) days of receipt of invoice. All invoices or invoice disputes must be emailed to the Agency Bookkeeper-Treasurer (email address to be provided under separate cover) to receive timely payment.

If, for any reason, we dispute the performance of the Services or the applicable Fees, we will (a) promptly pay all undisputed Fees and (b) provide a detailed description of the nonconforming Services or disputed Fees sufficient for the Parties to discuss and make a good faith attempt to resolve the dispute ("Invoice Dispute"). If we do not make payment or issue an Invoice Dispute within 60 days, you may provide us with 10 days' written notice of non-payment, after which, if the failure to pay or issue an Invoice Dispute is not cured, you may suspend performance of all Services until we either (i) make payment or (ii) issue a sufficiently detailed Invoice Dispute.

Unless expressly stated in the SOW, you will bear sole responsibility for all expenses incurred in connection with the performance of Services. If a SOW specifies that we will be reimbursing any of your travel and out-of-pocket expenses ("Expenses"), you agree to comply with each of our travel and reimbursement policies, whether formal or informal. Any policy waivers or exceptions must be confirmed in writing by us before you incur the expense. You also agree to provide us with advance notice and estimated anticipated Expenses and to invoice us at your cost and/or IRS-approved rates where applicable and provide copies of original receipts.

4. Confidentiality

We will direct the Services provided by you, and all communications with you regarding this matter will be through us. All Services and communications are protected by the attorney-client privilege and attorney work product doctrine. Accordingly, all documents, reports, disclosures, plans, and other information of any nature and description, which UVRGA supplies to you or which you discover or develop in performance of the Services is deemed confidential. You must not disclose any of the same to any third party without our prior written authorization, except to the extent that information is in the public domain, was in your possession prior to disclosure to UVRGA or you are required by law.

5. Term and Termination

The term of this MSA will be perpetual from the Effective Date until terminated by either Party on written notice; provided, however, that no termination will affect obligations incurred under this MSA before termination or which, by their nature, extend beyond the term. Notwithstanding the preceding sentence, this MSA will remain in effect for so long as you are obligated to provide Services under any operative SOW.

6. Work and Labor

You agree to observe all laws, ordinances, rules, and regulations of any government unit or agency affecting items furnished and/or the performance of Services.

7. Standard of Work Performed and Materials Sourced

You warrant that you will perform all Services satisfactorily and in a timely manner in accordance with our agreed-upon SOW, specifications, drawings, samples, and any other description you furnish to us prior to or during the course of your Services. In the absence of exact specifications otherwise in the SOW, we will assume that all materials furnished will be of the grade and quality specified in the SOW, and the work will be performed in a professional manner consistent with the customary care and skill ordinarily exercised by professionals in your industry under similar circumstances.

In addition to any other rights or remedies available at law or in equity, you agree to re-execute, at your own cost and expense, any defective or reasonably unsatisfactory work that appears during progress of the Services and will remedy and replace, at your own cost and expense, any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of acceptance of the completed work by us.

8. No Liens or Encumbrances

You warrant that no liens, encumbrances, security interests, or other third-party claims of any type will attach to real or personal property owned or leased by us as a consequence of your performance of Services hereunder. (For yourself, your successors, and others acting both through or under you.) You also agree, upon request, to furnish to us standard forms of waiver of lien signed by you and all contractors, subcontractors, and materialmen who will furnish labor and materials hereunder.

9. Ownership of Work

Except to the extent that it is expressly limited in any particular SOW, all right, title and interest in the work product of your Services will be and remain our sole

property and will constitute a "work-made-for-hire" as such term is understood under U.S. copyright laws. We will have the exclusive right, but not the obligation, to use, adapt, alter, delete from, add to, or rearrange such work product, or any part thereof, to combine the same with other works, and to patent, register for trademark protection, and/or otherwise exploit any and all of the foregoing in any manner as we may determine in our sole discretion. You agree to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 9. To the extent ownership of any work product resulting from your Services for us does not by operation of law vest in us, you hereby assign, sell, transfer, grant, and convey all right, title, and interest in such work product to us. However, during the course of this MSA, you may further develop your knowledge, skills, and experience. Other than as may fall within the "Confidentiality" section of this MSA, nothing in this MSA is intended to limit your use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed before or during the course of this MSA, without limitation, in the development, manufacturing, and marketing of your Services.

10. Indemnity

You agree to defend (with counsel acceptable to us), indemnify, and hold us (including our affiliates, member agencies, employees, agents, and representatives) harmless against any and all claims, demands, or other liabilities for suits, injuries, damages, losses, fines, expenses, or costs of any sort, including attorney's fees (collectively, "Claims") to the extent caused by your negligent performance of Services, your intentional misconduct, or your breach of any other obligation under this MSA; except that you need not indemnify with respect to that portion of a Claim resulting from our negligence or intentional misconduct, or to the extent of your reliance on the express written approval, acceptance, or instructions of us with respect to the act or omission giving rise to the Claim. You will, as soon as reasonably possible after receiving notice of a third-party Claim for which indemnity might be sought, notify us in writing, provided that the failure to notify will not relieve you of your obligations.

11. Workers Compensation Insurance

Both Parties will each insure its own employees with Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over its own employees who are engaged in the Services and, regardless of policy limit, will hold each other harmless from any claims by its own employees, contractors, subcontractors, and materialmen who have furnished labor hereunder, or successors for injury, disability, or death arising from any work associated with this MSA. Upon request by either Party, a certificate of workers' compensation insurance will be provided evidencing such coverage.

12. Insurance

During the term of this MSA and for a period of three (3) years thereafter, you agree to keep and maintain, at its sole expense, additional insurance as follows:

- (a) General Commercial Liability Insurance with combined bodily injury, property damage, product liability, completed operations, and contractual liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which specifically covers this MSA, and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties;
- (b) Automobile Liability Insurance, including coverage for hired, owned, or non-owned vehicles, in the amount of \$1,000,000 which specifically covers this MSA and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties; and
- (c) You will furnish to us, upon request, an insurance certificate from a carrier with an A.M. Best rating of "A" or better satisfying the above requirements and containing a complete waiver of subrogation. Your insurance coverage may not be terminated or materially changed without thirty (30) days' prior written notice to us.

13. Subcontracting/Assignment

You may not assign or subcontract any portion of your obligation to perform Services, nor may you assign any money due or to become due under this MSA, without our prior written consent. We may not assign this MSA without your written consent, which may not be unreasonably withheld; provided that such consent will not be necessary for the assignment, by operation of law or otherwise, to any of our parents, subsidiaries, affiliates, or any entity that succeeds our business in connection with a merger, reorganization, or sale of all or substantially all of our assets or voting securities. This MSA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14. Independent Contractor/No Third-Party Beneficiaries or Exclusivity by Service Provider

Nothing in this MSA will provide any benefit to any third party; it being the intent of the Parties that this MSA will not be construed as a third-party beneficiary contract. You are acting as our independent contractor and nothing in this MSA will be construed to create or imply a joint venture, partnership, association, or similar obligation between us. As such, any and all sums paid by us to you that are subject to taxing deductions, if any, will be your sole responsibility and you will indemnify and hold us harmless from any and all damages, claims, and expenses, including reasonable attorney's fees, arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. Nothing in this MSA will impose any obligation on you to provide exclusive services to us.

15. Conflict of Interest

You represent and warrant to us that to your best knowledge, neither you nor any individual who will be performing Services for us has any other interests or business relationships of any kind which could either conflict with our interests or create the appearance of a conflict. You will immediately and fully apprise us of any potential conflicts that may arise.

16. General Warranties

Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this MSA; (ii) the execution and delivery of this MSA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; (iii) this MSA constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this MSA.

17. Force Majeure

Force Majeure is the only excuse for non-performance of this MSA by either Party and all other excuses waived. Each Party shall be relieved of its obligation to perform any part of this MSA to the extent its performance is prevented or rendered impracticable by any events or circumstances beyond its reasonable control including, but not limited to, war, fires, floods, acts of God (natural disasters), governmental restrictions, labor lock-outs, civil uprising resulting in damage or destruction of any facilities. Each Party will promptly notify the other in writing of any inability to perform and the cause thereof, as well as its good faith estimate of the date upon which

the event will end and its performance will resume. You agree that in the event of a Force Majeure, your allocation of available resources or supply to us will be based on fair allocation by volume among your customers without regard to price or profitability. If the event is anticipated to extend beyond 60 days, we may, at our option, cancel the SOW and/or this MSA and be relieved from our obligations as of the date of cancellation. Both Parties will make reasonable efforts to avoid the adverse impacts of a Force Majeure and to expeditiously resolve the event or occurrence once in order to resume performance.

18. Events of Default

An "Event of Default" means, with respect to a Party (the "Defaulting Party"): (a) any false or misleading representation or warranty made by a Party or the failure of a representation or warranty made by a Party to remain true during the Term hereof; or (b) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts when due; (v) fails to post, maintain, renew, or increase collateral when and as may be required hereunder during any Term and such failure is not remedied within two (2) business days after written notice thereof is received; (c) the failure of a Party to perform a material obligation under this MSA or SOW when such failure is not excused by Force Majeure; or (d) any other event affecting such Party specified as an Event of Default in this MSA.

In addition to any other remedies available at law or equity, if an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party will have the right to (a) provide written notice of (and stating the nature of) such Event of Default to the Defaulting Party; (b) designate a date between 1 and 20 days after such notice is effective on which this MSA will terminate; (c) withhold payments due to the Defaulting Party; and (d) suspend performance.

19. Governing Law

This MSA will be governed by the laws of California, notwithstanding any state's choice of law rules to the contrary. If any legal action is necessary to enforce or interpret this Agreement, the Parties agree that such action shall be brought in the Superior Court for the State of California, County of Ventura, or the U.S. District Court for the Central District of California, Western Division. The Parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either Party might be entitled by domicile or otherwise.

20. Severability

In the event any provision in this MSA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. Miscellaneous

All provisions of this MSA which must, in order to give full force and effect to the Parties' rights and obligations, survive the termination or expiration of this MSA, will so survive. Amendments to this MSA are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. In entering into this MSA, the Parties represent that they have each had an opportunity to consult with their own attorneys and that all of the Parties have cooperated in the drafting and preparation of this MSA. The language of this MSA shall in all cases be construed according to its plain meaning and may not be construed for or against any Party on the grounds that any specific Party or Parties authored this MSA.

22. Notices and Billings

Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

UPPER VENTURA RIVER GROUNDWATER AGENCY	
All Notices:	Billings
Bryan Bondy, Executive Director	Karen Palm
Post Office Box 1779 Ojai, CA 93024	Agency Bookkeeper-Treasurer
Phone No.: [REDACTED]	Phone No. [REDACTED]
Email: bbondy@uvrgroundwater.org	Email: TBD (email address to be provided under separate cover)

And

INTERA Incorporated	
All Notices:	Payments
Abhishek Singh	Accounts Receivable
3838 W Carson St, Ste 380	9600 Great Hills Trail, Suite 300W, Austin, TX. 78759
Phone No.: [REDACTED]	Phone No.: 512.425.2000
Facsimile No.: NA	Facsimile No.: 512.425.2099
Email: ASingh@intera.com	Email: kspencer@intera.com

THIS MSA, INCLUDING ANY EXHIBITS AND SCHEDULES, CONSTITUTES THE PARTIES' COMPLETE AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS OF ANY TYPE, WHETHER WRITTEN OR ORAL. BY SIGNING BELOW, THE PERSON SIGNING FOR YOU WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN ON YOUR BEHALF. IF THIS MSA IS ALTERED IN ANY WAY, IT WILL BE VOID AB INITIO.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this MSA effective as of the Effective Date.

INTERA Incorporated	UPPER VENTURA RIVER GROUNDWATER AGENCY
By: _____ Print Name: David Jordan Title: Vice President Date: _____	By: _____ Print Name: Bruce Kuebler Title: Chair Date: _____

Statement of Work – [INSET TASK NAME]

To: Intera, Inc.
 3838 W Carson St, Ste 380
Attention: Abhishek Singh
Email: ASingh@intera.com

From: Upper Ventura River Groundwater Agency
 Post Office Box 1779
 Ojai, CA 93024
 Attention: Bryan Bondy
 Email: bbondy@uvrgroundwater.org

In accordance with our Master Services Agreement (“MSA”) dated _____, 20__, the following Statement of Work (“SOW”) is entered into by Upper Ventura River Groundwater Agency (“Customer”) and _____ (“Provider”) for a new project and/or services (collectively, “Services”):

GENERAL NATURE OF SERVICES: [INSERT TASK DESCRIPTION] [IF APPLICABLE: Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.]

SCOPE OF SERVICES: _____

TERM: _____

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$ _____, without prior written authorization. Labor Rates are pursuant to Intera’s Statement of Qualifications dated February 25, 2019.

PAYMENT TERMS

Payments shall be due:

- upon the completion of the SOW
- as follows: Billing will occur on a monthly basis and shall be based on time and materials. All invoices will be payable on a Net-30 basis. Invoices are due on the 5th business day of each month. Invoices received after the 5th business day of the month are payable on a Net-60 basis. Payment may be delayed up to 30 days beyond these terms in the event of Board of Directors meeting cancellations.

ADDITIONAL TERMS AND CONDITIONS

This SOW will be governed by the terms and conditions of the MSA. In the event of any conflict between the terms set forth in this SOW and the MSA, the MSA shall be deemed to control the relationship between the parties with respect to the SOW.

ACCEPTED AND AGREED:

“PROVIDER” INTERA, INC.	“CUSTOMER” UPPER VENTURA RIVER GROUNDWATER AGENCY
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____