



Board of Directors
Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Patrick J. Kelley
Lynn E. Maulhardt
Edwin T. McFadden III
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

AGENDA
ENGINEERING and OPERATIONS COMMITTEE
Thursday, November 5, 2020, at 9:00 am
Boardroom, 1701 North Lombard Street, Oxnard CA 93030

Meeting attendees should be aware that the meetings of the Committee are, as required by law, open to the public and the District has very limited powers to regulate who attends Committee meetings. Therefore, attendees must exercise their own judgement with respect to protecting themselves from exposure to COVID-19, as the District cannot ensure that all attendees at public meetings will be free from COVID-19.

**In addition to its public Engineering and Operations Committee Meeting,
people may choose to participate virtually
using the Webex video conferencing application.**

**If you are new to Webex video conferencing,
please visit this test page in advance of the meeting date and time:**

<https://www.webex.com/test-meeting.html>

To access the meeting, click on this link:

<https://unitedwaterconservationdistrict.my.webex.com/unitedwaterconservationdistrict.my/j.php?MTID=m0fec6bb5e5e8246835ed77cf5e60b32f>

Meeting number: 142 485 9382

Password: EnOC (3662 from phones)

Join by phone call in to +1-408-418-9388 (toll rates apply)

Access code: 142 485 9382

Call to Order – Open Session
Committee Members roll call

1. Public Comment (Proposed Time: 5 minutes)

The public may comment on any matter not on the agenda within the jurisdiction of the Committee. All comments are subject to a five-minute time limit.

2. Approval of Minutes (Proposed Time: 5 minutes)

The Committee will review the minutes from the October 1, 2020 Committee meeting.

3. November 10, 2020 Board Meeting Motion Agenda Items

3.1 Resolution 2020-22 Authorizing General Manager as signatory for Utility Easement Deeds related to the PTP Meter Replacement Project (Engineering Department)

(Proposed Time: 5 minutes)

The committee will review and consider recommending the approval of Resolution 2020-22 to the full Board, authorizing Mauricio Guardado as a signatory on behalf of United Water Conservation District for utility easement deeds related to the PTP Meter Replacement Project.

3.2 Resolution 2020-23 Adopting the Revised Owner's Dam Safety Program

(Engineering Department) (Proposed Time: 10 minutes)

The committee will review and consider recommending approval of Resolution 2020-23 to the full Board, adopting the revised Owner Dam Safety Program.



3.3 Authorize General Manager to Execute an Amendment to the Professional Services Agreement with Stantec Inc. to Provide Further Analysis of the Vertical Slot as a Freeman Diversion Fish Passage Facility Alternative (Engineering Department)

(Proposed Time: 10 minutes)

The committee will review the amendment to the Professional Services Agreement with Stantec and consider recommending authorizing the General Manager to execute the contract amendment.

3.4 Resolution 2020-21 Adopting Direction to the Ventura County Watershed Protection District to Execute the California State Water Project Contract Amendments For Water Supply Management on Behalf of United Water Conservation District.

(Operations Department) (Proposed Time: 15 minutes)

The committee will review and consider recommending approval of Resolution 2020-21 to the full Board, adopting the revised Water Supply Management Amendments.

3.5 Resolution 2020-24 Adopting Direction to the Ventura County Watershed Protection District to Execute the Department of Water Resources Funding Agreement for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (DCP) on Behalf of United Water Conservation District. (Operations Department) (Proposed Time: 15 minutes)

The committee will review and consider recommending approval of Resolution-2020-24 to the full Board, adopting the DCP Agreement in Principle (AIP) funding agreement.

4. Project Highlights

4.1 Lake Piru Ranger Authorities Encompassed in Ordinance 15 – Update (Recreation Department) (Proposed Time: 20 minutes)

4.2 FERC Order regarding the Habitat Improvement Plan for the Santa Felicia Project – Update (Environmental Department) (Proposed Time: 10 minutes)

5. Future Agenda Topics

ADJOURNMENT

Directors:

Lynn Maulhardt, Chair
Edwin T. McFadden III
Daniel C. Naumann

Staff:

Mauricio E. Guardado Jr.	Dr. Maryam Bral
Anthony Emmert	Brian Collins
Craig Morgan	Michel Kadah
Robert Richardson	Adrian Quiroz
Linda Purpus	Clayton Strahan

The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.

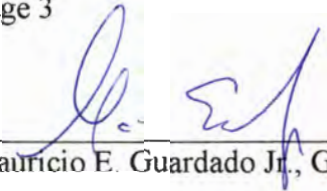


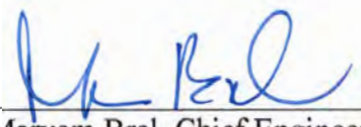
Engineering and Operations Committee Meeting Agenda

Thursday, November 5, 2020

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Approved:


Mauricio E. Guardado Jr., General Manager


Dr. Maryam Bral, Chief Engineer

Posted: (date) October 29, 2020

(time) 5 p.m.

(attest) *Destiny Rubio*

At: United Water Conservation District Headquarters, 1701 Lombard Street, Oxnard CA 93030

Posted: (date) October 29, 2020

(time) 5:15p.m.

(attest) *Destiny Rubio*

At: www.unitedwater.org



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Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
ENGINEERING & OPERATIONS
COMMITTEE MEETING
Thursday, October 1, 2020, 9:00 A.M.
Board Room

UWCD, 1701 North Lombard Street, Oxnard CA 93030

In addition to its public Engineering and Operations Committee meeting, UWCD provided virtual access to the meeting via the Webex virtual meeting platform.

COMMITTEE MEMBERS

Lynn E. Maulhardt, chair
Edwin T. McFadden III (participated via Webex)
Daniel C. Naumann

STAFF ATTENDING

Anthony Emmert, assistant general manager
Dr. Maryam Bral, chief engineer (participated via Webex)
Brian Collins, operations and maintenance manager
Josh Perez, human resource manager
Zachary Plummer, IT administrator
Craig Morgan, senior engineer
Robert Richardson, senior engineer (participated via Webex)
Tessa Lenz, associate environmental scientist
Randall McInvale, associate environmental scientist
Linda Purpus, senior environmental scientist (participated via Webex)
Michel Kadah, engineer (participated via Webex)
Murray McEachron, principal hydrologist (participated via Webex)
Erik Zvirbulis, GIS analyst (participated via Webex)
John Carman, operations and maintenance program supervisor (participated via Webex)
Joseph Jereb, chief financial officer (participated via Webex)

PUBLIC PRESENT

Burt Handy (participated via Webex)
Frank Brommenschenkel (participated via Webex)

OPEN SESSION: 9:03a.m.

Chair Maulhardt called the Engineering & Operations Committee Meeting to order at 9:03a.m.

Committee Members Roll Call

Administrative Assistant Destiny Rubio commenced Roll Call. Committee members: Chair Maulhardt, Director McFadden, and Director Naumann were present.

1. Public Comment

Chair Maulhardt asked if there were any public comments for the Committee. None were offered.

2. Approval of Minutes

Director McFadden stated that there was an error on the minutes from the September 3, 2020 committee meeting. Agenda Items 3.1 and 3.2 erroneously state that Director McFadden and Director Naumann were chairs of the committee at the September 3, 2020 meeting and the minutes need to be corrected to show Director Maulhardt as Committee chair. Motion to approve the Minutes of the September 3, 2020 Engineering and Operations Committee meeting with the aforementioned amendment, Director McFadden; Second, Chair Maulhardt. Voice vote, two ayes (McFadden, Naumann). None opposed. Minutes approved unanimously

3. October 14, 2020 Board Meeting Motion Agenda Items

1. Accept Utility Easement Deeds at Pumping Trough Pipeline Turnout No. 125

Chief Engineer Maryam Bral provided updates and slides (see attached) on the Utility Easement Deed at Pumping Trough Pipeline Turnout No. 125 and asked the Committee to recommend approval of the motion to the Board, accepting the easement and authorizing General Manager to sign and record the utility easement deed. The Committee agreed to recommend the Board accept the easement and authorize the General Manager to sign and record the document.

4. Project Highlights

1. Hueneme Road Bid Results – Update

Dr. Bral provided updates and slides (see attached) on the Hueneme Road Recycled Water Bid Results. Chair Maulhardt clarified that United's role is to act as an advisor and does not have any legal authority to approve or disapprove. Dr. Bral concurred with Chair Maulhardt and added that the one item of benefit to the District is a turnout at Hueneme Road and Naumann Road, which could be used in future to receive recycled water from the City of Oxnard directly to the PTP system. Director Naumann inquired about the project's timing and Dr. Bral replied that the City anticipates completing construction in about one year.

2. Rice Avenue Grade Separation Project – Update

Dr. Bral provided updates and slides (see attached) on the Rice Avenue Grade Separation Project. She stated that the City asked United to consider two options, either relocating the pipeline or reconstructing it in place and keeping the existing alignment. Chair Maulhardt expressed concern about a pipeline being under a well trafficked road and questioned responsibility if repairs were needed to the pipeline in the future. He then stated that he rejects the City's solution. Dr. Bral stated that this pipe has two turnouts that are abandoned, therefore United would not have water being distributed to surrounding lands from this segment. She added that if there are any future issues with the pipeline, it can be isolated from the PTP loop. Chair Maulhardt asked why the District would spend money to encapsulate it, especially if the pipe could be abandoned in the future. Dr. Bral said that the District has not agreed to pay for the reinforcement or relocation, and United's position

is that this is impacting its facility and the City needs to figure out how to resolve the impact.

Senior Engineer Craig Morgan stated that the segment that goes along Sturgis Road is critical in the sense that when United needs to fill the reservoir or stabilize the pressure in that zone, water would be pumped from Irrigation 4, and it would be a short circuit with this segment. Chair Maulhardt stated that this segment is needed because it is part of the PTP system feed. He then challenged staff to look at different options for the project and reiterated that he has a problem with this alignment being buried under that road, and asked if there is a way to get it out from under construction. He also asked if it would be easy to access in a reasonable amount of time and at a reasonable cost without creating a major impact on the road. Director McFadden stated that since United is not approving anything, United will only agree providing the District is held harmless, or someone else agrees to pay for future repairs, or someone else agrees to pay for realigning United's facilities.

3. Longer Term Solution to Dredging Process and Outline of Proposed Lake and Streambed Alteration Agreement - Update

Operations and Maintenance Manager Brian Collins provided updates and slides (see attached) on solutions to the dredging process and outlined a proposed lake and streambed alteration agreement. Chair Maulhardt suggested there is a need for further discussion if United is looking at a 130,000 cfs storm event with all the vegetation growing about the facility impeding the ability to move water. Chair Maulhardt challenged staff to think bigger and requested staff to complete engineering to repair the right side of the river. Mr. Collins stated that staff needs to focus on mitigation of repairing impacts to the watershed, so United has the ability to convey 150,000 cfs or 200,000 cfs if it occurs. Associate Environmental Scientist Randall McInvale provided updates and slides (see attached) on permitting through the regulatory agencies. Chair Maulhardt provided some suggestions and alternatives for moving and realigning the sediment. Assistant General Manager Anthony Emmert stated that the area upstream of the intake must be a part of United's ongoing maintenance program and future operations. The goal is to develop a long term plan that provides United access. Director Naumann requested the committee review what needs to be done for permitting of the future fish ladder and asked if United will need to operate differently for flushing cycles in the future. Mr. Collins stated that CDFW has asserted there will be potential modifications required going forward.

4. Design of the Hardened Ramp and Vertical Slot – Timeline

Mr. Morgan provided updates and a slide (see attached) on the timeline for modeling of the hardened ramp and vertical slot alternative fish passages. Director Naumann inquired about the number of agencies that will be commenting on United's selection of the preferred alternative. Mr. Morgan stated that California Department of Fish and Wildlife and the National Marine Fisheries Services will be commenting on United's selection. The United States Fish and Wildlife Service will also receive a copy and added that staff will most likely come to the Board in January for additional funds for modeling.

Director Naumann requested that staff provide windows of time for budgeting. Mr. Morgan stated that it is thought that there should be enough funding for physical

UWCD Engineering and Operations Committee Meeting MINUTES

October 1, 2020

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modeling in this budget cycle. Chief Financial Officer Joseph Jereb stated that the modeling is part of the 2021 budget.

5. Future Agenda Topics

No future agenda topics were offered.

ADJOURNMENT 10:38 a.m.

Chair Maulhardt adjourned the Engineering and Operations Committee meeting at 10:38 am.

I certify that the above is a true and correct copy of the minutes of the Engineering and Operations Committee Meeting of October 1, 2020.

ATTEST: _____
Lynn Maulhardt, Chair



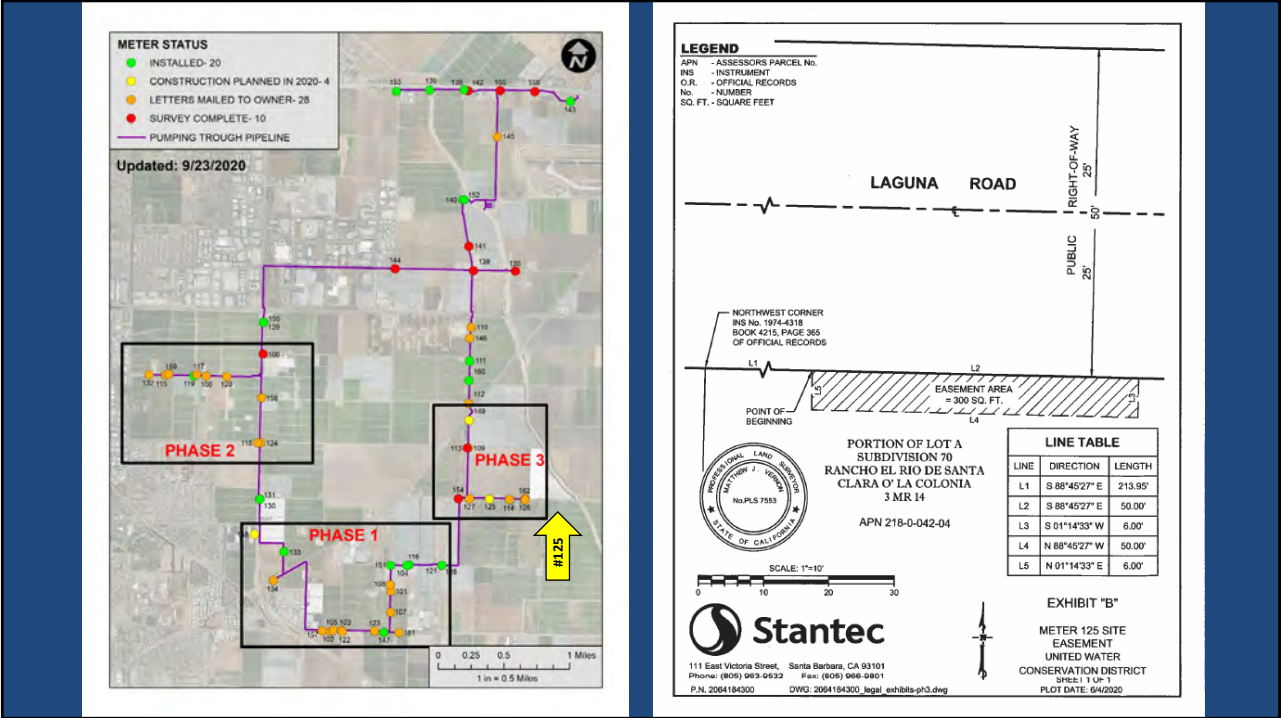
Engineering and Operations
Committee Meeting

October 1st, 2020

1

Motion Item

2



HUENEME ROAD RECYCLED WATER PIPELINE BID RESULTS

Phase II Rebid

- ❖ Contractors
 - Blois Construction
 - Teichert Energy
 - Vido Artukovich
 - DRFCO
 - Colich & Sons

5

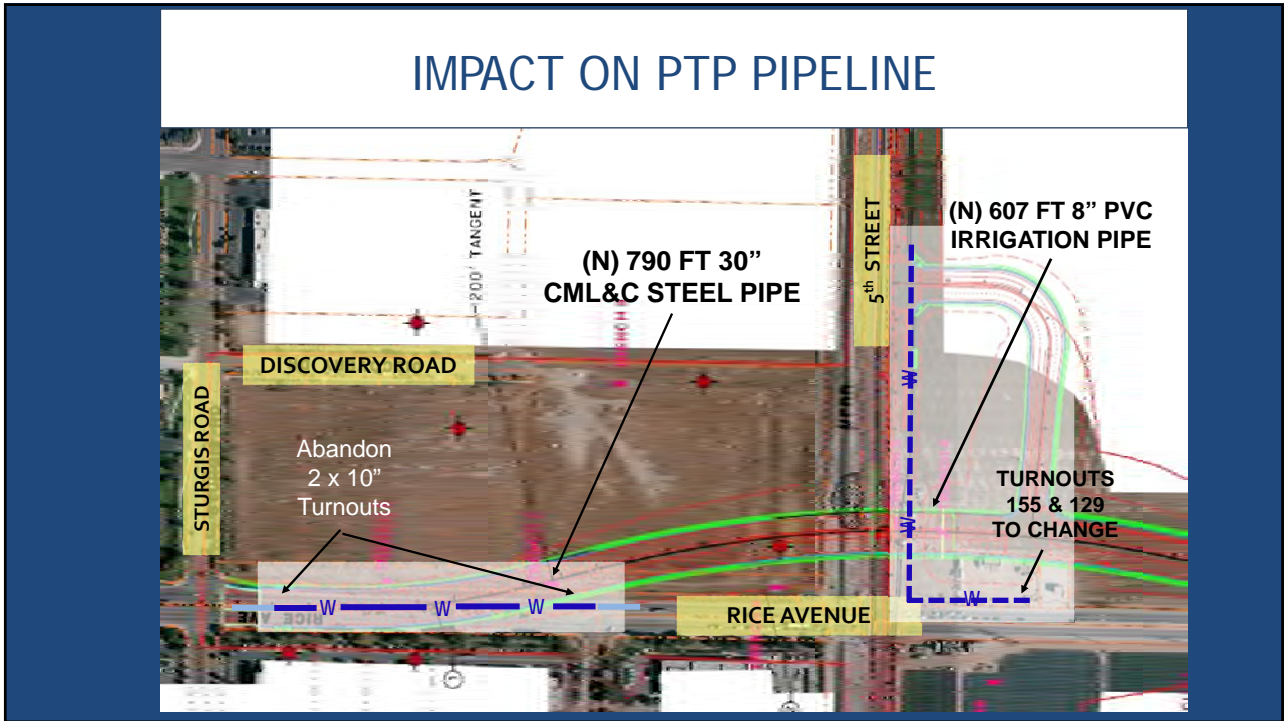
HUENEME ROAD RECYCLED WATER PIPELINE BID RESULTS

	Teichert Energy and Utilities Gr	Blois Construction	Vido Artukovich	DRFCO	Colich & Sons
Base Bid	\$15.32 mil	\$13.72 mil	\$16.42 mil	\$16.88 mil	\$16.76 mil
Alternative Items	\$3.28 mil	\$5.21 mil	\$5.20 mil	\$5.23 mil	\$6.11 mil
Total Bid	\$18.59 mil	\$18.93 mil	\$21.62 mil	\$21.11 mil	\$22.87 mil

6

Rice Avenue Grade Separation Project

7



8

PROJECT ACTIVITIES

❑ May 5

United received City’s utility relocation plans

❑ May 13

Staff provided a project update at the PTP User’s meeting

❑ May 26

Staff provided review comments on utility relocation plans

❑ June 4

United granted the City access to PTP Well 4 for conducting additional survey

❑ August 2

United received a revised plan set for review and additional comments

9

PROJECT ACTIVITIES

❑ July 15

United received a letter from Riggs and Riggs (Appraiser) on behalf of CalTrans requesting site access for appraisal of PTP Well 4

Following consultation with the Legal Counsel, staff granted site access to Appraiser

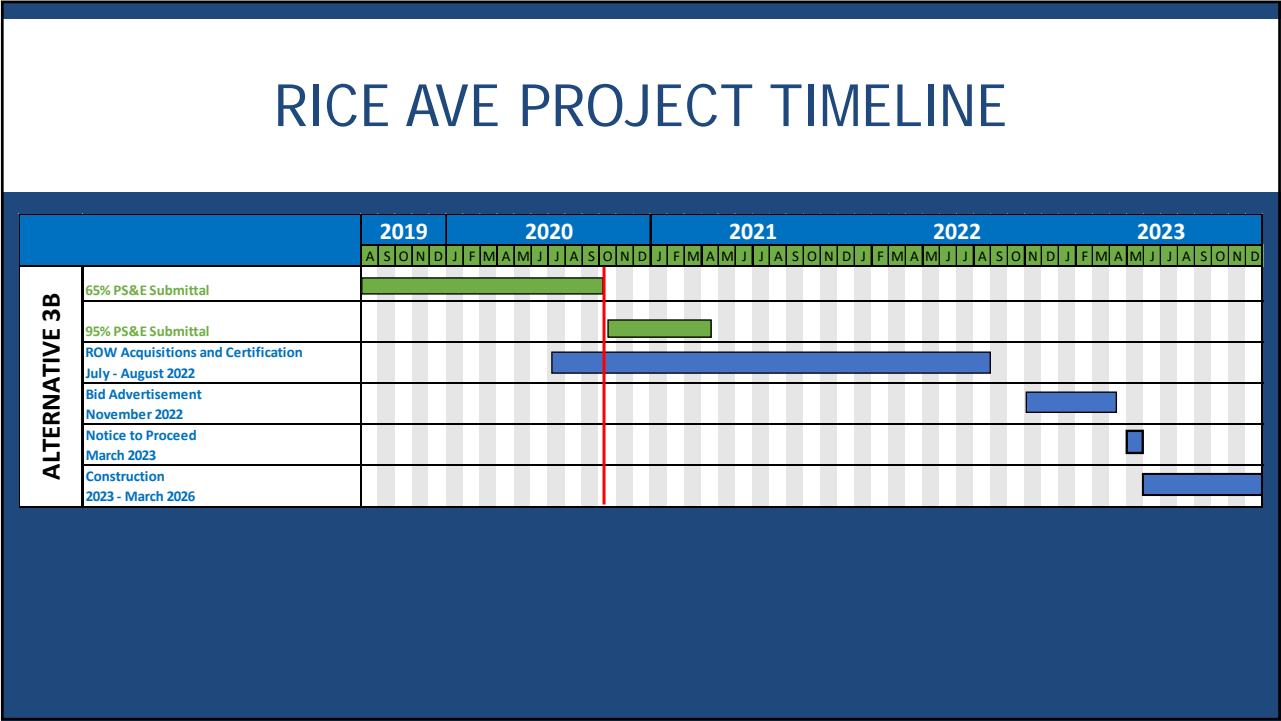
❑ July 30

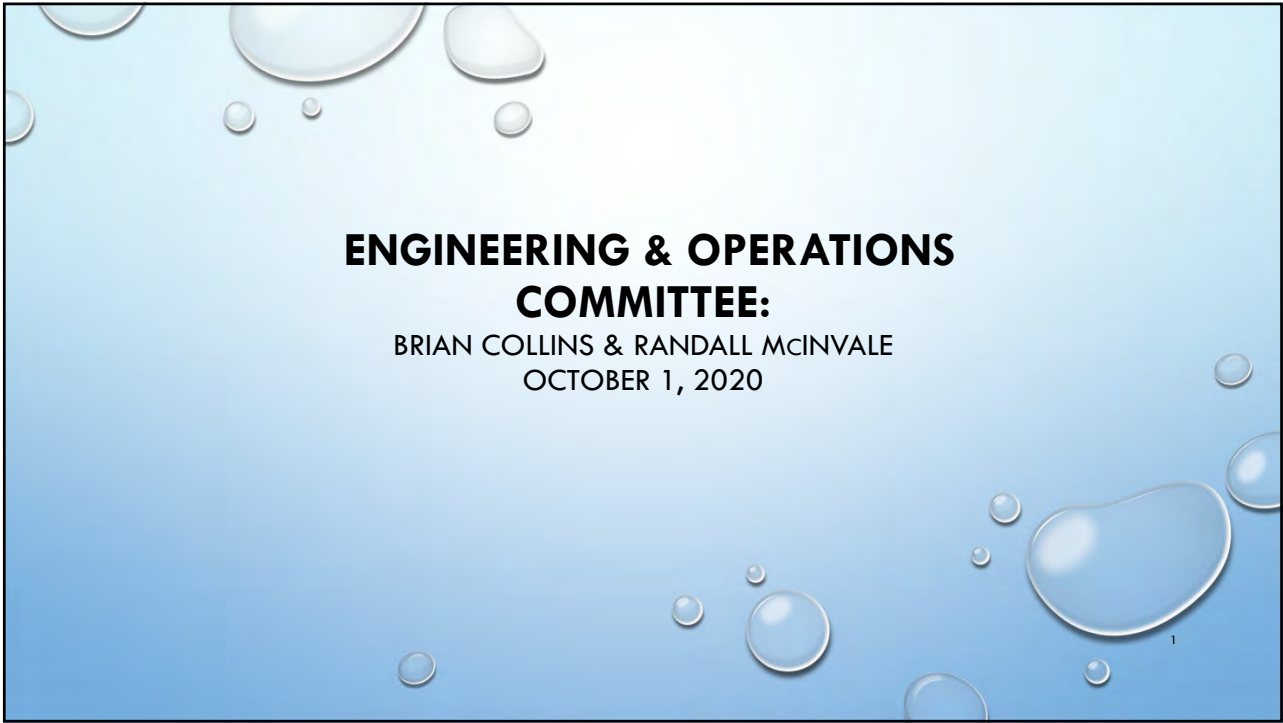
Appraiser conducted a site inspection

❑ September 23

City’s Consultant requested United’s comments on the relocation plans

10

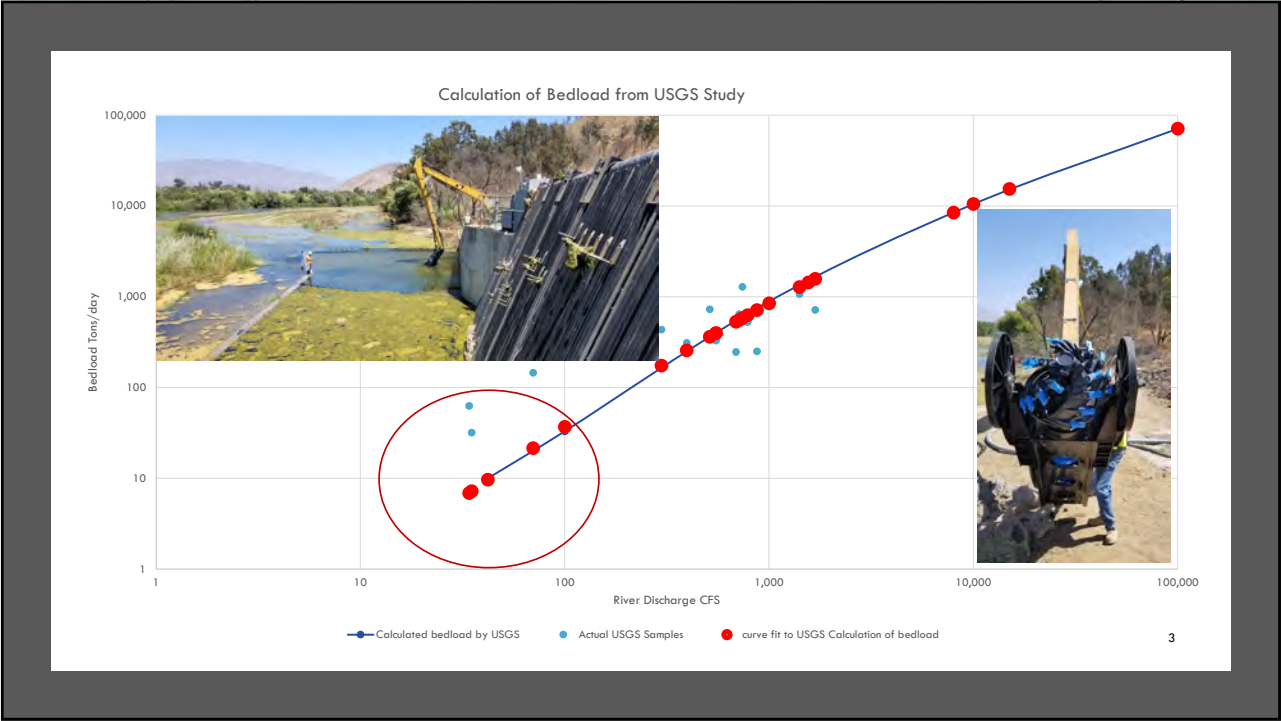




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NEAR TERM – TURNOUT/FLUSHING ACTIVITY

Sediment Management of the Fish Ladder and Diversion System

- Turnouts
- Flushes


4

4


Turn Outs

(When the discharge or sediment in the river is too high for the fish ramp to operate or to divert water)

- Purpose of a turn out:
 1. Preclude the suspended sediment from entering the Diversion and Fish Ladder.
 2. Preclude the bedload sediment from entering the Diversion headworks and Fish Ladder.
 3. Keep river thalweg on South Bank.
 4. Maximize the scour pool in the forebay for bedload to accumulate during ramp and diversion operations.
- Current Occurrence: Most every migration storm (Average 4+- times per year)
- Current Duration of a turn out:
 - Small Storm <24 hours
 - Medium Storm 1-2 days
 - Large Storm up to 3-4 days




5



Basic function of a turnout:

- Drop water levels in Forebay
- Increase velocities near the bedload sediment accumulation
- Sluice the bedload downstream
- Promote the river thalweg to the South bank for a more direct approach



6

Flushes

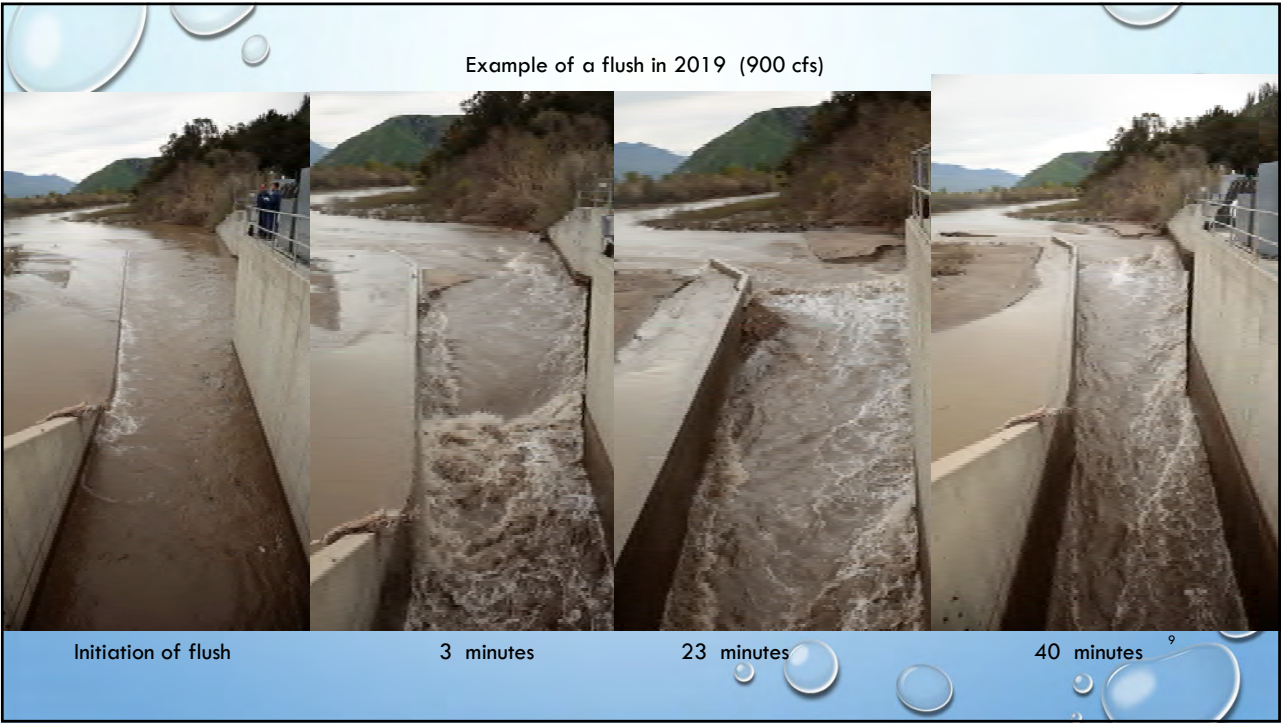
(Removal of the accumulated sediments in the scour pool)

- Purpose:
 1. Remove the accumulated bedload sediments from the forebay to form a scour pool
 2. Keep river thalweg on South Bank
 3. Keeps the bedload sediment from Fish Ladder and Diversions
 4. Occasionally to perform maintenance in the headwork's area
- Occurrence: Following most normal to large storms
- Frequency following a :
 - Small Storm – often not needed
 - Medium Storm – 1 to 2 times, depending on forecasts of future storms
 - Large Storm – up to 2 times per day, then every 3rd day after flows subside. Examples 2005 and 2001.

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11

PERMITTING

- REQUIRED ACTIONS
 - CEQA/NEPA
 - REGULATORY PERMITTING
- CASITAS MWD – ROBLES FOREBAY RESTORATION 2019
 - KEY DIFFERENCES
 - DISASTER RESTORATION
 - FEMA FUNDING
 - TECHNICAL CONSIDERATIONS
 - CWMD PURSUING A PROGRAMMATIC PERMIT FOR FUTURE SEDIMENT MANAGEMENT

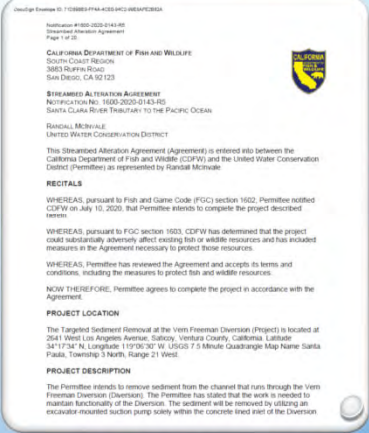


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PERMITTING – CONT'D

- SPECIALIZED STUDIES AND PLANS
 - SEDIMENT MANAGEMENT PLAN AND SEDIMENT SAMPLING
 - HYDROGEOLOGY/ HYDROGEOMORPHOLOGY REPORT
 - STREAM DIVERSION PLAN
- MONITORING DURING IMPLEMENTATION
 - BIOLOGICAL
 - WATER QUALITY/ SWPPP

*ENVIRONMENTAL SERVICES DEPARTMENT RECOMMENDATION TO MANAGEMENT CURRENTLY IN PROCESS.



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CDFW COORDINATION UPDATE

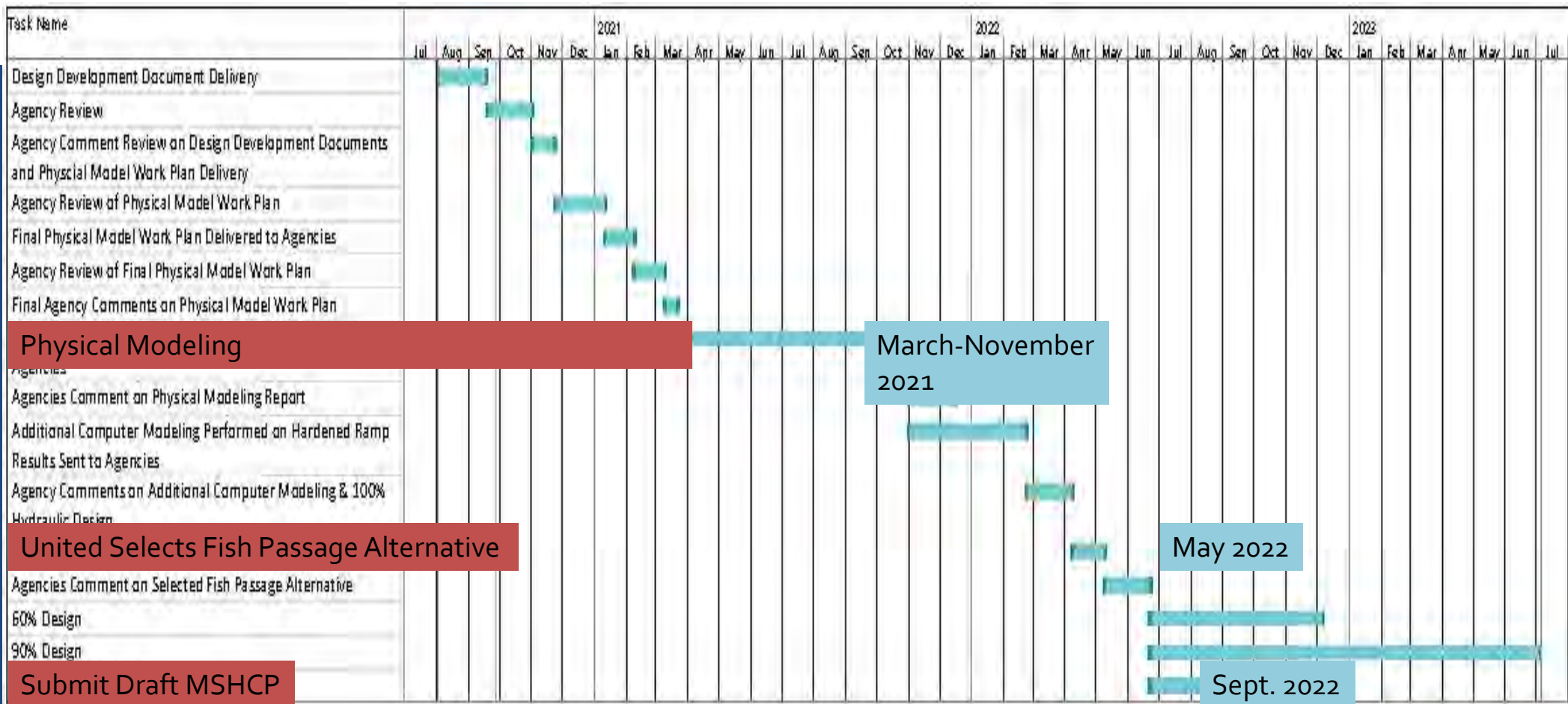
- MET WITH CDFW REPRESENTATIVES ON AUGUST 18TH AND SEPTEMBER 25TH REGARDING F&GC § 5901 AND 5937
 - PAST CONSULTATION HISTORY
 - CURRENT OPERATIONS AND MAINTENANCE
 - POTENTIAL PERMITTING UNDER F&GC § 1602



14

14

COURT ORDERED STIPULATION TIMELINE





Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam A. Bral, Chief Engineer
Robert Richardson, Senior Engineer

Date: October 29, 2020 (November 5, 2020 Committee Meeting)

Agenda Item: 3.1 **Resolution 2020-22** Designating authorization to United Water Conservation District's General Manager to Execute Utility Easement Deeds Related to the PTP Meter Replacement Project
Motion

Staff Recommendation:

The Engineering and Operations Committee will consider recommending to the full Board that it adopts Resolution 2020-22, authorizing general manager to serve as its agent for the execution and acceptance of utility easement deeds related to the District's Pumping Trough Pipeline meter replacement project.

Discussion:

The District is working on acquiring utility easement deeds for various turnout locations on the PTP system in order to complete the PTP Irrigation Efficiency Meter Replacement Project (Capital Improvement Project No. 8022) and fulfill a grant requirement for the project.

Several utility easement deeds related to this project have been submitted to the Board for approval. Authorizing the General Manager to accept and execute utility easement deeds expedites the recording process.

Fiscal Impact

The District would not incur any new costs related to this item.

Attachments: A – Resolution 2020-22

RESOLUTION 2020-22

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE UNITED WATER CONSERVATION DISTRICT
AUTHORIZING GENERAL MANAGER TO SERVE AS ITS AGENT
FOR THE EXECUTION AND ACCEPTANCE OF UTILITY EASEMENT DEEDS
RELATED TO THE DISTRICT'S PUMPING TROUGH PIPELINE
METER REPLACEMENT PROJECT**

BE IT RESOLVED by the Board of Directors of the United Water Conservation District that General Manager Mauricio E. Guardado, Jr., is hereby authorized to serve as the Board's agent for the execution and acceptance of utility easement deeds related to the District's Pumping Trough Pipeline Meter Replacement project.

PASSED, APPROVED and ADOPTED this 10th day of November, 2020.

ATTEST: _____
Board President Michael W. Mobley

ATTEST: _____
Board Secretary Sheldon G. Berger

Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer

Date: November 3, 2020 (November 5, 2020 Committee Meeting)

Agenda Item: 3.2 **Resolution 2020-23** Adopting the Revised Owner Dam Safety Program dated October 2020
Motion

Staff Recommendation:

The Engineering and Operations Committee will consider recommending to the full Board that it adopts Resolution 2020-23, approving the revised Santa Felicia Dam Owner Dam Program, revision 7, dated October 30, 2020.

Discussion:

The Board of Directors adopted Resolution 2012-15 on October 10, 2012 adopting the Santa Felicia Owner Dam Safety Program (ODSP) as a policy of the District to demonstrate its continued commitment to dam safety. The ODSP was prepared in accordance with the Federal Energy Regulatory Commission (FERC) Engineering Guidelines and formalized existing practices into a District policy.

FERC considers the ODSP a “living document” that requires to be updated continuously to include improvements to the dam safety program and changes in the organizational and staffing plan. Training, succession planning, program assessments, corporate accountability, and reporting structure are additional key elements of the ODSP. The ODSP, revision 7, dated October 30, 2020 has been revised to reflect the recent organizational changes in personnel and their responsibilities as well as updated monitoring information related to Santa Felicia Dam. A strikeout version of the revised ODSP is provided as Attachment B.

Fiscal Impact:

No additional fiscal impacts at this time. The ODSP is integral part of the District’s overall dam safety program.

Attachment A: Resolution 2020-23

Attachment B: Santa Felicia Dam, Owner Dam Safety Program (October 30, 2020) Strikeout Rev. 7.0

RESOLUTION 2020-23

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE UNITED WATER CONSERVATION DISTRICT
ADOPTING THE REVISED OWNER’S DAM SAFETY PROGRAM**

WHEREAS, the United Water Conservation District (“District”) owns and operates Santa Felicia Dam; and

WHEREAS, the water stored behind Santa Felicia Dam benefits the water supplies of the District, but also has the potential to negatively affect lives and property below the Dam; and

WHEREAS, the avoidance of said negative affects has been, and is expected to continue to be, achieved through meticulous attention to Dam Safety; and

WHEREAS, on October 10, 2012 the Board of Directors of United Water Conservation District adopted Resolution 2012-15 a formal declaration of the District’s commitment to Dam Safety as policy;

WHEREAS, the abovementioned Resolution 2012-15 included the adoption of the Santa Felicia Dam Owner Dam Safety Program, a living document, requires the District to designate a Chief Dam Safety Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT AS FOLLOWS:

1. The District Board of Directors hereby adopts the revised Santa Felicia Dam Owner Dam Safety Program, dated November 10, 2020, as a policy of the District.
2. The foregoing recitals are true and correct and incorporated herein as if fully set forth.

PASSED AND ADOPTED THIS 10th DAY OF NOVEMBER , 2020

ATTEST: _____
Board President Michael W. Mobley

ATTEST: _____
Board Secretary Sheldon G. Berger



Critical Energy/Electrical Infrastructure Information ~~UNITED WATER CONSERVATION DISTRICT~~

SANTA FELICIA DAM (PROJECT NO. P-2153-CA) OWNER DAM SAFETY PROGRAM



~~October 30, 2020~~ Revised September 2019

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1.0 PURPOSE

1.1 Establish and define the Owner's Santa Felicia Dam, Dam Safety Program (ODSP) for a Federal Energy Regulatory Commission (FERC) licensed facility to ensure dam safety and compliance with FERC requirements for United Water Conservation District (District) and Santa Felicia Dam (Project No. P-2153-CA).

1.1.1 In particular, the Dam Safety Program is intended to ensure that Board of Directors, General Manager, District's employees, agents, and consultants have a complete understanding of, and a constant awareness of the need to fully comply with all necessary dam safety measures and requirements. The principles and policies of the Owner Dam Safety Program were adopted by the Board of Directors in Resolution No. 2012-15 on October 10, 2012.

1.1.2 The ODSP is intended to accomplish the objectives of this section by prescribing the following as to District's employees, agents and consultants:

- 1) Dam safety related training required of such individuals on a regular or as needed basis;
- 2) Protocols for communications by and among such individuals, and with FERC, DSOD and emergency management agencies, on dam safety related matters;
- 3) How dam safety related issues should be identified, and how dam safety related concerns should be resolved, within the District's organization;
- 4) Employees shall have no fear of reprisal for reporting dam safety concerns. Dam safety issues have priority over *"production or business objectives."*
- 5) Audits and assessments as to performance and quality of dam safety related operation; and
- 6) The record keeping required to implement the above.

1.2 Clearly state the policies and expectations of the management of the District regarding dam safety and regulatory compliance for FERC licensed and DSOD permitted facilities.

2.0 SCOPE

2.1 The requirements of the ODSP apply to District's Santa Felicia Dam, Hydroelectric Project No. P-2153-CA licensed by the FERC and permitted by the California Division of Safety of Dams (DSOD) (Permit No. 1005).

2.2 This program defines the ODSP for FERC Licensed Facilities and in conjunction with other District programs and procedures related to dam safety and regulatory compliance for FERC licensed hydroelectric plants. Appropriate procedures and documents related to dam safety and regulatory compliance shall be routed through the Chief Dam Safety Engineer to ensure compliance with this program.

2.3 Santa Felicia Dam is under the jurisdiction of the California Department of Water Resources Division of Safety of Dams (DSOD). DSOD inspects Santa Felicia Dam on a semi-annual basis to ensure the dam is safe, performing as intended, and is not developing problems. DSOD periodically reviews the stability of dams and their major appurtenances ~~in light of~~ considering improved design approaches and requirements, as well as new findings regarding earthquake hazards and hydrologic estimates in California. Nothing in the FERC ODSP shall reduce or supersede DSOD authority to regulate the safety of the dam.

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3.0 DEFINITIONS

3.1 Assessment - A documented routine review conducted to evaluate the performance or effectiveness of an activity.

3.2 Assistant General Manager – A senior executive manager of the United Water Conservation District. The Assistant General Manager reports directly to the General Manager and serves as the acting General Manager during the General Manager's absence. The Assistant General Manager oversees the Engineering and Groundwater Resources (Engineering), the Operations and Maintenance, and the Recreation Departments.

3.3 Audit - An objective examination and evaluation of dam safety and regulatory compliance or effectiveness.

3.4 Board of Directors – The Board of Directors of United Water Conservation District consisting of seven publically elected members. Each Director is elected to four-year term. The Board of Directors are responsible for ensuring that the District provides a work environment and resources that encourages employees to report dam safety issues without fear of reprisal.

3.5 Chief Dam Safety Engineer- The Chief Engineer of the District is the designated Chief Dam Safety Engineer with responsibility and authority to ensure the Dam Safety Program is fully implemented and to ensure that the standards are maintained for dam safety and regulatory compliance. The Chief Dam Safety Engineer or designee is the single point of contact for non-emergency regulatory communications from the District to FERC and reports directly to the Assistant General Manager. The Chief Dam Safety Engineer shall designate a qualified alternate to act in the absence of the Chief Dam Safety Engineer.

3.6 Chief Engineer – Professional Civil Engineer with the responsibility and authority to provide technical support to the entire District. Chief Engineer reports directly to the Assistant General Manager of the District. The Chief Engineer shall be licensed by the State of California.

3.78 Consultant - Professional Engineer, Geotechnical Engineer, Geologist, Hydrologist, or Professional Land Surveyor retained by District to provide professional services and expertise in the design, construction, operation, maintenance and safety of dams and hydropower facilities.

3.98 C.F.R. – Code of Federal Regulations.

3.940 Critical Energy Infrastructure and Privilege Information – The Santa Felicia Dam, Dam Safety Program (DSP) is a document containing **Critical Energy/Electrical Infrastructure Information (CEII), per 18 C.F.R. Section 388.113 and information contain in the document is considered privileged information.**

3.44-10 Dam - An engineered barrier constructed to contain a body of water, or control the flow or level, relative to the facilities described in Section 2.1.

3.42-11 Dam Safety Inspection - A scheduled of dam safety inspections performed in accordance with a documented inspection plan or checklist. These inspections ~~will be~~ are performed by Operations and Maintenance personnel, the District Engineering Staff, regulatory agencies and/or other qualified consultants.

3.4312 District – The terms “District”, “Owner”, “United” “UWCD” and “Licensee” shall mean the United Water Conservation District, the owner and operator of Santa Felicia Dam (FERC Project No. P-2153-CA and DSOD Permit No. 1005).

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3.4413 Division of Safety of Dams - The California Water Code entrusts the regulatory power for dam safety programs to the State Division of Safety of Dams (DSOD).

3.45-14 Emergency Action Plan (EAP) – Emergency Action Plan for Santa Felicia Dam as required by the FERC Engineering Guidelines.

3.156 Engineering – The terms “Engineering Department” and “Engineering” with regards to the ODSP shall mean designated District staff within the Engineering and Groundwater Resources Department responsible for implementing the policies and objectives of the ODSP.

3.167 Federal Energy Regulatory Commission (FERC) - Agency providing oversight to ensure dam safety and compliance with the FERC license for Santa Felicia Dam.

3.178 FERC Operational Inspection - An annual formal inspection conducted by the FERC. As required, the FERC inspection team will be supported by the District Operations and Maintenance staff and the Engineering staff.

3.189 FERC Part 12D Inspection - A formal inspection at five-year intervals to be conducted by the FERC approved Independent Consultant in conjunction with the Chief Dam Safety Engineer. The Part 12D investigation shall include an audit of the ODSP and to evaluate its effectiveness.

3.1920 General Manager – The executive manager of the United Water Conservation District. The General Manager reports directly to the seven-member Board of Directors.

3.2420 Independent Consultant - A third-party consultant, with a valid license to practice engineering in the State of California, contracted to perform the FERC Part 12-D Safety Inspection. An Independent Consultant (IC) may be a consultant contracted to perform specific duties other than the FERC Part 12-D Safety Inspection.

3.22–21 Modification(s) - Activities that change the physical features or design of the project from the state reflected in the plans or drawings or other documents filed with the FERC and DSOD.

3.223 ~~Engineering and Operations and Maintenance~~ Committee – The Engineering and Operations and Maintenance Committee is comprised of three members of the United Water Conservation District Board of Directors. The committee typically meets on a ~~quarterly-monthly~~ basis. The ~~Operations and Maintenance Manager/Chief Engineer/ Chief Dam Safety Engineer~~ is responsible for preparing meeting agendas and meeting minutes.

3.234 Operations and Maintenance Manager – the manager responsible for the operations and maintenance of District water production facilities including but not limited to Santa Felicia Dam. The Operations and Maintenance (O&M) Manager is responsible for maintaining the Santa Felicia Dam Emergency Action Plan (EAP) and coordinates training programs with the Chief Dam Safety Engineer. The O&M Manager reports directly to the Assistant General Manager. The Operations and Maintenance Program Supervisor reports directly to the O&M Manager.~~The Santa Felicia Dam operator reports directly to the O&M Manager.~~

3.245 Operations and Maintenance Program Supervisor - The supervisor responsible for the operations and maintenance of the Santa Felicia Dam facility. The Operations and Maintenance Program Supervisor will provide support to maintain the Emergency Action Plan (EAP) and supports coordination of training programs with the Operations and Maintenance Manager and Chief Dam Safety Engineer. The Operations and Maintenance Program Supervisor reports directly to the Operations and Maintenance Manager. The Santa Felicia Dam Operator reports directly to the Operations and Maintenance Program Supervisor.

3.2.65 Safety and Security Officer - The Safety and Security Officer is responsible for dam safety and security related issues, including support with submittal of annual FERC reports such as updates on the security program. The Safety and Security Officer reports to the Chief Engineer and O&M Manager if and when the Emergency Action Plan is activated.

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3.2.76 United Water Conservation District - the owner and operator of Santa Felicia Dam (Project No. P-2153-CA). The District is a public agency authorized and established under the Water Conservation Act of 1931(California Water Code Section 74000) and is governed by publically elected seven member Board of Directors.

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4.0 PROGRAM DESCRIPTION

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4.1 District Management Policies and Expectations

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4.1.1 It is the District's policy to maintain safe and environmentally compliant operation as its first priority. District employees and consultants shall implement this policy in the conduct of their work assignments.

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4.1.2 Production, water conservation operations or other business objectives shall not be allowed to compromise dam safety or regulatory compliance. The District shall incorporate this policy into the daily operations of Santa Felicia Dam through regular discussions and training sessions.

4.1.3 The performance evaluations for management and supervisory employees in the dam safety organization and in the operational organization will emphasize accountability for dam safety and regulatory compliance.

4.1.4 The dam safety program implements commitments to the FERC and DSOD to maintain compliance with Federal and State dam safety and regulatory requirements. Proposed changes to the requirements of this program shall be communicated in writing to the FERC Regional Engineer and DSOD Chief for review and written acceptance prior to implementation.

4.1.5 The objective of the Dam Safety Program for FERC licensed and DSOD permitted facilities is to assure continuing safe and compliant operation. These objectives include the requirement to use sound and prudent engineering practices in any action relating to the design, construction, operation, maintenance, use, repair, or modification of such projects (18 C.F.R. 12.5). These also include the requirement to notify FERC and DSOD about the following, in the manner specified in the cited regulations:

1) As to any condition affecting the safety of a project or project works (18 C.F.R. 12.10);

2) As to any modification to the project or project works (18 C.F.R. 12.11).

They further include the requirement to comply with all additional items specified in the license/permit applicable to the approved FERC and DSOD project.

4.1.5.1 Clearly communicate policies and expectations regarding dam safety and regulatory compliance.

4.1.5.2 Implement organizational changes to assure compliance with regulatory requirements for dam safety.

4.1.5.3 Define internal protocols for communications and for reporting dam safety issues (Appendices 3 and 6).

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4.1.5.4 Define protocols for communications and for reporting dam safety issues to FERC, DSOD, California Department of Water Resources (DWR), California Office of Emergency Services (Cal-OES), Ventura County Watershed Protection District (VCWPD), National Weather Service (NWS), and Ventura County Sheriff Office of Emergency Services (VCSO OES).

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4.1.5.5 Define the authority of the Chief Dam Safety Engineer. Maintain and improve dam safety training programs.

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4.1.5.6 Require internal and external audits and assessments to ensure compliance and to achieve an ongoing focus on dam safety and regulatory compliance.

4.1.5.7 Maintain and improve established Dam Safety Inspection Programs.

4.1.6 The District expects that its employees, agents and consultants performing services will fully comply with all of FERC and DSOD dam safety related requirements through established programs including:

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4.1.6.1 The annual FERC formal dam safety inspection and the FERC five-year Part 12D Dam Safety inspection.

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4.1.6.2 The semi-annual DSOD formal dam safety inspection.

4.1.6.3 The monthly visual inspection report (Appendix 4). The scour and undercutting below the spillway chute discharge is measured every six months and reported in the monthly visual inspection report of the month that the measurements are performed. The scour and undercutting below the spillway chute discharge is visually inspected every month.

4.1.6.4 The sixth and twelfth month operations and maintenance inspections.

4.1.6.5 Conduct special inspections and testing after significant high flow and seismic events.

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4.1.6.6 EAP tabletop and functional exercises, drills and EAP review as required by the FERC.

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4.1.6.7 Continue existing Dam Safety Monitoring Program which currently includes:

- Daily visual inspections of the abutments, dam embankment slopes, and the discharge channel below the dam.
- Instrumentation monitoring including:
 - Four (4) piezometer wells. As part of the 2020 Drilling Program Plan, seven (7) additional piezometers have been installed at the dam. The checklist in Appendix 4 will be modified to include the new piezometers readings.
 - Nine (9) survey monuments on the dam crest.
 - Forty-three (43) floor monuments and five (5) overhead dowels in the outlet tunnel.
 - Seven (7) sets of monitoring pins and nine (9) crack gauges in the outlet tunnel.
 - Four (4) sets of monitoring pins and two (2) crack gauges on the spillway retaining walls.

- Two (2) sets of monitoring pins on the spillway bridge.
- Two (2) USGS stream gauges for recording the reservoir inflows and outflow. A third gauge records the surface elevation and reservoir storage.
- Two (2) staff gauges for monitoring reservoir surface elevation at the spillway ogee weir crest.
- Spillway under drains and seepage flows are measured by hand using a container and a timer every six months as described above.
- Spillway wall heel drain flows are measured manually.
- Pressure transducers in the penstock to monitor abrupt changes in the reservoir water surface elevation.
- Alarms to monitor abrupt changes in the release rate and water surface at the USGS steam gauging station downstream of the dam and security cameras to monitor the crest, powerhouse, and spillway remotely.
- The discharges from the spillway sub-drains, the east and west heel drains, the north spring by the spillway crest, and the south spring by the discharge chute are measured monthly unless instructed to be monitored more frequently.

~~four piezometer wells; crack gauges and pins in the outlet tunnel, bridge, and spillway walls and; penstock expansion joints are monitored and measured every month unless instructed to monitor more frequently. The discharges from springs and under drains are measured monthly unless instructed monitor more frequently.~~

4.1.6.8 Maintain the SCADA system allows staff to monitor abrupt changes in reservoir elevation, inflow to the reservoir and outlet discharge. Monitoring also includes access to the Ventura County Sheriff's close circuit security cameras.

4.1.6.9 The District employs a professional land surveyor, with a valid license to practice in the State of California, to measure movement of the survey monuments in the dam crest, outlet tunnel, abutments and offsite control every two years.

4.1.6.10 The District will communicate these requirements to the applicable employees, agents and consultants in training sessions by providing a copy of this Dam Safety Program, discussing it in training sessions and otherwise as needed. The Chief Dam Safety Engineer or designee is authorized to determine the proper level of training required of such employees, agents or consultants based on their judgment as to the relevant factors, including but not limited to the following: prior experience, background, expected services to be performed for the District, and the impact of such services on dam safety and compliance with FERC and DSOD regulations. The Chief Dam Safety Engineer or designee shall coordinate training sessions with the Operations and Maintenance Manager.

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4.2 Program Quality Elements

4.2.1 The Chief Dam Safety Engineer, Engineering staff, O&M staff, including the Safety and Security Officer shall develop and implement quality management elements, including but not limited to:

4.2.1.1 Chief Dam Safety Engineer (or designee) independent review and approval of proposed modifications.

4.2.1.2 Written procedures to perform documented dam inspections (see Appendices 4 and 5). Note that the Santa Felicia Dam First Check Inspection Checklist included in Appendix 5 was formatted in January 2020 to enhance the clarity of the inspection procedure and reporting

4.2.1.3 Qualification standards for dam inspection personnel.

4.2.1.4 A formal Dam Safety Surveillance and Monitoring Report (DSSMR) which meets FERC and DSOD requirements.

4.2.1.5 An instrument calibration program.

4.2.1.6 Risk assessment to prioritize issues identified during inspections.

4.2.1.7 Training in accordance with the Training Plan for Dam Safety.

4.2.1.8 Retention of records.

4.2.2 The Chief Dam Safety Engineer will be responsible for performing internal audits and assessments. The Chief Dam Safety Engineer will be responsible for conducting audits and assessments of the implementation and effectiveness of the Dam Safety Program. These audits and assessments will include, but not be limited to, the effectiveness of the training and operational activities. If deemed necessary, the Chief Dam Safety Engineer may issue contracts for additional external audits of the District's compliance with the Dam Safety Program. These internal audits, as necessary, will be for the purpose of augmenting the regular FERC five year inspection cycle. Internal audits shall be performed, at a minimum, every even calendar year beginning in 2020. The findings of the audits shall be summarized in the annual Emergency Action Plan (EAP) Status Update.

4.2.3 The Chief Dam Safety Engineer shall issue contracts for external audits and assessments of the District's compliance with the Dam Safety Program. These audits and assessments will be performed by the Part 12D Independent Consultant every five years.

4.3 Organization, Duties, and Responsibilities

4.3.1 The Chief Dam Safety Engineer, or designee, shall perform the following duties and responsibilities:

— 4.3.1.1 Report directly to the Assistant General Manager of the District who in turn reports to the General Manager of the District (see organizational diagram, Appendix 6).

— 4.3.1.2 As necessary, the Chief Dam Safety Engineer shall promptly notify and the O&M Manager, the Safety and Security Officer and the Dam Supervisor regarding issues that could affect public safety or safe dam operations. In the event that the O&M Manager, the Safety and Security Officer or the Dam

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Supervisor is unavailable, the Chief Dam Safety Engineer shall notify one or more of the following personnel as necessary: the Assistant General Manager, the General Manager of the District and/or the President of the Board of Directors. The Chief Dam Safety Engineer shall be provided full protection from any reprisal for making these notifications or reports.

4.3.1.3 Act as the single point of contact for correspondence related to dam safety and regulatory compliance between the District, DSOD and FERC, except for immediate notifications required by Emergency Action Plans. The O&M Manager may need to contact FERC and/or DSOD on operational issues. The Chief Dam Safety Engineer and the O&M Manager shall coordinate as to all contacts with FERC and DSOD so that each is properly informed on a timely basis as to all relevant issues.

4.3.1.4 Provide oversight of engineering and operational activities related to dam safety, independent of the normal operating organization.

4.3.1.5 Work collaboratively with the operations and maintenance staff to ensure dam safety and regulatory compliance.

4.3.1.6 Provide annual updates of dam safety and compliance matters to the Board of ~~Operations-Directors~~, the Engineering and Operations Committee, General Manager, Assistant General Manager, and appropriate operational management. Provide safety related updates to the Board of Directors at the regular scheduled monthly meetings. Updates related to dam safety and regulatory compliance related to Santa Felicia Dam are reported to the Board of Directors through Engineering monthly staff reports

4.3.1.7 Review and comment on the annual Emergency Action Plan updates.

4.3.1.8 Ensure Emergency Action Plan drills for the facility is evaluated for effectiveness, and implement improvements to Emergency Action Plans if needed. The Chief Dam Safety Engineer shall coordinate EAP drills and exercises with the Operations and Maintenance Manager.

4.3.1.9 Ensure a Dam Safety Training Plan is maintained and improved, as described in this program (see Appendix 2). The Chief Dam Safety Engineer shall coordinate training with the O&M Manager.

4.3.1.10 Take necessary corrective action when dam safety is in question. Issue an oral or written stop work order for operational activities or a plant shutdown order if necessary, to place an affected dam in a safe condition.

4.3.1.11 Conduct unannounced facility inspections, as deemed appropriate.

4.3.1.12 Ensure the Dam Safety and Surveillance and Monitoring Report (DSSMR) is prepared and submitted annually, as required by the FERC and described in this program.

4.3.1.13 Designate a qualified alternate to act in his or her absence, with the concurrence of the Assistant General Manager and the O&M Manager.

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4.3.1.14 Direct and supervise the Dam Safety Inspection Program for Santa Felicia Dam.

4.3.1.15 Ensure that the annual EAP Status Report for Santa Felicia Dam is prepared and submitted annually, as required by the FERC.

4.3.1.16 The Chief Dam Safety Engineer will provide assistance in performing internal assessments. The Chief Dam Safety Engineer, if deemed necessary, may issue contracts for additional external audits of the Dam Safety Program performed by third party consultants to augment the regular FERC five year inspection cycle.

4.3.2 Operation and Maintenance personnel at Santa Felicia Dam shall perform the following duties and responsibilities:

4.3.2.1 Work as a team with the Chief Dam Safety Engineer and the Engineering Staff to ensure dam safety and regulatory compliance.

4.3.2.2 Direct correspondence related to dam safety and regulatory compliance through the single point of contact, the Chief Dam Safety Engineer, except as required by the Emergency Action Plan.

4.3.2.3 Perform dam operations, maintenance, and inspection duties assigned by management. Supervise monthly inspections and periodic instrument readings.

4.3.2.4 Notify the Chief Dam Safety Engineer before a plant modification is made.

4.3.2.5 Notify the Chief Dam Safety Engineer if a condition is identified which potentially affects dam safety.

4.3.2.6 Maintain Emergency Action Plan and coordinate required drills.

4.3.2.7 If shutdown of equipment or the power plant is warranted due to safety or asset preservation issues, make that decision in a prompt manner, independent of any business objectives or requirements of District operations.

4.3.2.8 Immediately implement any stop work order for operational activities or plant shutdown order that is issued orally or in writing by the Chief Dam Safety Engineer.

4.3.3 The General Manager of the District, through the Assistant General Manager and/or directly through the Chief Engineer, provides the necessary policies, directives, and resources to assure safe and compliant operation of the FERC licensed and DSOD permitted facilities.

4.3.4 Operations and Maintenance personnel, Engineering or others who propose a modification affecting dam safety shall obtain independent review and approval by the Chief Dam Safety Engineer before implementation. Modifications to the dam and related facilities require FERC and DSOD approval.

4.3.5 The Board of Directors of the United Water Conservation District assures that the necessary resources are available for the safe and compliant operation of the Santa Felicia Dam. The Board is responsible for creating an environment and organizational culture that promotes dam safety that is has priority over "*production or business objectives*" through its policies and directives.

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4.4 Internal Communications and Reports

4.4.1 The Engineering Department, Operations and Maintenance Department, and other support personnel shall notify the Chief Dam Safety Engineer before a proposed facility modification is made. Additionally, operations supervisory personnel shall immediately notify the Chief Dam Safety Engineer or Engineering Staff if a condition is identified which potentially affects dam safety.

4.4.2 The following communication requirements shall be implemented by District personnel:

4.4.2.1 District employees and consultants engaged in operations or supporting activities shall report issues related to dam safety and regulatory compliance to their immediate supervisor.

4.4.2.2 Supervisors and managers shall take immediate action if necessary to address issues related to dam safety and regulatory compliance. Additionally, they shall promptly notify the Chief Dam Safety Engineer or Engineering Staff.

4.4.2.3 A Santa Felicia Dam Project Non-Conformance Report form is provided in Appendix 3 to record and resolve concerns or issues. Reported dam safety or regulatory compliance issues shall be recorded by a Santa Felicia Dam Non-Conformance Report and will be evaluated and resolved by the Chief Dam Safety Engineer and Engineering Staff, with corrective action taken if necessary. Permanent records shall be retained.

4.4.2.4 Any employee or consultant may document or orally convey concerns to the Chief Dam Safety Engineer and shall be provided full protection from any reprisal for communicating such concerns.

4.4.3 The Chief Dam Safety Engineer shall report directly to the General Manager or the Assistant General Manager and not to department responsible for the operation of Santa Felicia Dam.

4.4.4 The Chief Dam Safety Engineer shall regularly report dam safety and regulatory compliance issues to the General Manager, Assistant General Manager, the O&M Manager, ~~General Manager, the~~ Engineering and Operations Committee and the Board of Directors of the District.

4.4.5 The Chief Dam Safety Engineer is required to promptly notify the O&M Manager, regarding issues that could affect public safety or safe dam operations. In the event that the O&M Manager or his subordinate is unavailable, the Chief Dam Safety Engineer shall notify one or more of the following personnel as necessary: the General Manager of the District; the Assistant General Manager; and/or the President of the District Board of Directors.

4.4.6 The Chief Dam Safety Engineer shall report dam safety and regulatory compliance issues and conduct meetings with senior management at least annually or more often if deemed necessary by the Chief Dam Safety Engineer. The attendees shall include the General Manager of the District, the Assistant General Manager, and the O&M Manager.

4.4.7 ~~The Chief Dam Safety Engineer will make an annual report to the Engineering and Operations Committee of the Board of Directors of the District. The Board Engineering and Operations Committee shall consist of three members of the Board of Directors. The report shall cover at a minimum the following subjects: dam safety issues, audit findings on dam safety, and ongoing improvement plans. The presentation to the Board Engineering and Operations committee will be maintained as a permanent record by the~~

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Chief Dam Safety Engineer. The Chief Dam Safety Engineer or ~~his~~ designee shall report to the District Board of Directors at its next regularly scheduled meeting concerning the annual report. The Chief Dam Safety Engineer will remain responsible for requiring and directing audits under this Dam Safety Program, and nothing in this section is intended to affect that responsibility.

4.5 External Communications and Reports

- 4.5.1 The Chief Dam Safety Engineer shall be the single point of contact for non-emergency regulatory reporting of dam safety issues. Except for those immediate communications required by emergency plans, communications related to dam safety and regulatory compliance between the District and the FERC shall be routed through the Chief Dam Safety Engineer.
- 4.5.2 The Chief Dam Safety Engineer shall provide a written report to augment the regular FERC Part 12D five year inspection cycle to the FERC Regional Engineer regarding the status and compliance of the subject facilities.
- 4.5.3 The Chief Dam Safety Engineer shall issue a written report to the FERC Regional Engineer within 60 days of completion of each additional external audit performed by the third-party Independent Consultants required by the ODSP to augment the regular FERC five year inspection cycle. The report shall include findings, corrective actions taken in response to the audit, and an assessment of District compliance with the ODSP, including the effectiveness of the Engineering Department. These audits are described in Section 4.8.2. The report shall further include a plan and schedule on how and when to carry out the recommendations of such an audit.
- 4.5.4 The Chief Dam Safety Engineer shall coordinate dam safety activities with organizations that affect the operation of the dam. These organizations include the California Department of Water Resources (DWR), Ventura County Watershed Protection District (VCWPD), and Ventura County Sheriff Office of Emergency Services (OES). The Operations and Maintenance Manager and the Dam Supervisor shall coordinate with DWR with regards to the normal day to day operations of Pyramid Dam and Castaic Dam.

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4.6 Authority of the Chief Dam Safety Engineer

The Chief Dam Safety Engineer shall be empowered with the following authority:

- 4.6.1 Order necessary corrective action if dam safety is in question. This authority includes the issuance of an oral or written stop work order for operational activities or an order for a plant shutdown, if necessary to place an affected dam in a safe condition. To remove any doubt, the Chief Dam Safety Engineer shall have the authority to direct any District employee, agent or consultant to take any action which in his/ her judgment is necessary to ensure dam safety, including action to shut down the operation of Santa Felicia Dam.
- 4.6.2 Conduct unannounced facility inspections.
- 4.6.3 Review and approve proposed modifications or changes to a dam structure, operating system, control system, or critical maintenance or operations procedures before implementation. This review and approval may be delegated to a qualified person or persons; however, the Chief Dam Safety Engineer maintains overall accountability for the review process.

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4.6.4 Approve dam safety instrumentation design for each applicable installation.

4.6.5 Request the use of external resources from consultants to assist with internal assessments performed by the Chief Dam Safety Engineer or Engineering Staff, if needed. Issue contracts for additional external audits, if needed, performed by third party consultants as required by the ODSP to augment the regular FERC five year inspection cycle. Refer to section 4.8.3 for additional details on the external audits.

4.6.6 Assure that audits and assessments to evaluate compliance with the ODSP required audits and assessments are completed in a timely and effective manner.

4.7 Training Plan for Dam Safety

4.7.1 A training plan is provided for personnel involved in the operation or modification of the facilities on a level appropriate to the assigned responsibilities (see Appendix 2). The Training Plan includes training for management, operations, maintenance, and engineering personnel as appropriate.

4.7.2 The training plan shall include the following features:

4.7.2.1 General and site-specific training focused on dam safety awareness and regulatory compliance.

4.7.2.2 Presentation of the District policies regarding dam safety and regulatory compliance.

4.7.2.3 Recognition of potential dam safety deficiencies.

4.7.2.4 Inspection and monitoring techniques.

4.7.2.5 Qualification standards for personnel conducting inspections, consistent with the nature and complexity of assigned duties.

4.7.2.6 Design control process requirements.

4.7.2.7 Personnel training records.

4.7.2.8 Modules for initial training and continuing training are identified in Appendix 2.

4.7.2.9 Review of Emergency Action Plans.

4.7.3 Effectiveness of the training plan shall be one of the subjects of internal assessments and external audits. Findings and corrective actions from these Assessments and Audits shall be included with the [five 5](#)-year Part 12-D Safety Report written to the FERC.

4.7.4 An outline of training modules is provided by Appendix 2.

4.7.5 In establishing and maintaining training programs, the Chief Dam Safety Engineer shall consider, and make use of, all appropriate materials, such as FERC's Part 12 regulations and its Engineering Guidelines for the Evaluation of Hydropower Projects.

4.7.6 Attendance at conferences, workshops and webinars sponsored by DSOD, FERC and other dam safety organizations such as the Association of State Dam Safety Officials (ASDSO), the United States Society on Dams (USSD), and the National Hydropower/Hydro Users Group (NHA/HUG) is encouraged.

4.7.7 Training shall extend down to the operator level.

4.7.8 Annual EAP review, drills, tabletop exercises, functional exercises, and EAP updates shall incorporate dam safety training as it applies to Santa Felicia Dam.

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4.7.9 Monthly operations and maintenance safety meeting shall incorporate dam safety issues whenever appropriate.

4.8 Audits and Assessments

4.8.1 Internal Assessments or Audits will be routinely conducted by the Chief Dam Safety Engineer and Engineering Staff. These Assessments or Audits will focus on operational compliance and improvement of the Dam Safety Program for FERC licensed and DSOD permitted Facilities. Internal assessments will be documented in the annual EAP Status Updated Report.

4.8.2 The Chief Dam Safety Engineer will be responsible for performing internal assessments. The Chief Dam Safety Engineer will also conduct audits and assessments of the implementation and effectiveness of the Owner Dam Safety Program. These audits and assessments will include, but not be limited to, the effectiveness of the Dam Safety Department and operational activities. If deemed necessary, the Chief Dam Safety Engineer shall issue contracts for additional external audits of District's compliance with the Dam Safety Program. These audits will be for the purpose of augmenting the regular FERC five-year inspection cycle.

4.8.3 External audits will be conducted by independent third-party consultants with expertise in hydro project safety and contracted by the Chief Dam Safety Engineer.

4.8.3.1 These audits will be scheduled during the regular scheduled 5-year FERC Part 12D inspection cycle.

4.8.3.2 The Chief Dam Safety Engineer shall issue a report to the FERC Regional Engineer within 60 days of completion of each additional external audit of this type. Prior to this time, the Chief Dam Safety Engineer shall instruct the third-party consultant to provide the issued written report for each external audit to the Regional Engineer at the same time that they are provided to the Chief Dam Safety Engineer.

4.8.3.3 These external audits will include the following:

A. Review operating and maintenance records for each facility to determine if proper notification procedures were followed.

B. Review Surveillance and Monitoring Plan reports for each facility to verify compliance with the FERC approved Surveillance and Monitoring Plan.

C. Review training records to verify that appropriate dam safety training is being provided in accordance with the plan.

D. Conduct interviews, examinations, or other methods to evaluate the effectiveness of training.

E. Interview the Chief Dam Safety Engineer; facility managers/supervisors; staff engineers and dam operators to determine their understanding of the Owner Dam Safety Program and the implementation of their respective responsibilities.

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4.9 Dam Safety Inspection Program

4.9.1 The Chief Dam Safety Engineer shall supervise the Owner Dam Safety Inspection Program for FERC licensed and DSOD permitted facilities. The descriptions of inspections to be performed are listed in Section 4.1.6. The inspection program shall conform to the Dam Surveillance and Safety Monitoring Report (DSSMR). The inspection program documentation shall outline the frequency and type of inspections to be performed. The inspection program documentation outlines the instrumentation monitoring and assessments that will be part of the inspections.

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5.0 RECORDS

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	RECORD TYPE	RESPONSIBLE GROUP	RETENTION PERIOD	LOCATION
5.1	Santa Felicia Dam Nonconformance Report Form	Chief Dam Safety Engineer	Life of the facility plus 10 years	Hard copy files in the custody of the Chief Dam Safety Engineer and at the facility. Digital retention at the District Headquarters
5.2	Records generated by inspection procedures, training plans and other support activities	Chief Dam Safety Engineer, Dam Operator and O&M Manager	Specify by originating procedures and programs	Retention shall be at the facility, and/or in custody of the Chief Dam Safety Engineer. Digital retention at District HQ.
5.3	Monthly Inspections Reports	Chief Dam Safety Engineer and Dam Operator	Life of the facility plus 10 years	Hard copy files in the custody of the Chief Dam Safety Engineer and Dam Operator's office. Digital retention at District HQ
5.4	Emergency Action Plan	O&M Manager and District Safety <u>and Security</u> Officer	Specify by originating procedures and programs	Hard copy files in the custody of the Chief Dam Safety Engineer and O&M personnel. Digital retention at District HQ.
5.5	All correspondence between the District and FERC related to Santa Felicia Dam.	Chief Dam Safety Engineer and District Administrative Staff	Life of the facility plus 10 years.	Hardcopy files in custody of Chief Dam Safety Engineer. Hard copy files and digital record retention at District HQ.

Record keeping should be at least for the life of the facility (18 CFR, part 125.21) and should comply with 18 CFR Part 12.12.

6.0 SUCCESSION PLANNING

Assuring the continuation of a qualified chief dam safety engineer and a qualified staff is a critical element of a successful dam safety program. The designated Chief Dam Safety Engineer shall be responsible for training the Engineering staff in all aspects of dam safety such that any engineering staff member is able and qualified to fill the role of the chief dam safety engineer should the position become vacant. Whenever possible the District shall designate a successor prior to the position becoming vacant to facilitate training and a seamless transition.

Likewise, the Operations and Maintenance personnel shall be crossed trained to ensure a seamless transition when positions become vacant. Whenever possible the District should determine if vacant positions can be filled from within the organization, thereby retaining the institutional knowledge of the facility. Whatever position becomes vacant the District shall fill that position based on the person's qualifications for the position to be filled.

7.0 CONTINUOUS IMPROVEMENT

The ODSP shall be periodically reviewed to assure that it reflects the current staffing and organization structure of the District and incorporates the lessons learned from the ongoing implementation of the program, information gathered from dam safety inspections and operating history, changes in the state-of-practice in dam safety, knowledge gained from training and the study of case histories of incidents and failures from the audits of the dam safety program. Reviews and updates will be documented in the annual EAP Status Update Report.

The Santa Felicia Dam Owner's Dam Safety Program was prepared under the supervision of:

Maryam A. Bral, PhD, PE
Chief Engineer
Chief Dam Safety Engineer
United Water Conservation District

Distribution:
General Manager
Assistant General Manager
Chief Engineer
Engineering Staff (4)
Operations and Maintenance Manager
Operation and Maintenance Program Supervisor
Safety and Security Officer
SFD Dam Operator
SFD Staff (3)
Saticoy Staff (4)
Lake Piru Park Service Supervisor
UWCD Library
FERC Regional Engineer
DSOD Chief

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8.0 REFERENCES

- 8.1 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspection- San Francisco Regional Office, to Mr. Tony Blankenship, dated June 11, 2008. Subject: Owner's Dam Safety Plan
- 8.2 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspection- Washington DC Office, to Mr. Michael Solomon, dated May 3, 2012. Subject: Owner's Dam Safety Program
- 8.3 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspection- San Francisco Regional Office, to Mr. E. Michael Solomon, General Manager, dated June 08, 2012. Subject: Schedule of Submittal of Owner's Dam Safety Program Documentation.
- 8.4 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspection- San Francisco Regional Office, to Mr. E. Michael Solomon, General Manager, dated June 03, 2013. Subject: Owner's Dam Safety Program (ODSP), response to ODSP submittal.
- 8.5 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspection- San Francisco Regional Office, to Mr. E. Michael Solomon, General Manager, dated September 16, 2013. Subject: Owner's Dam Safety Program - Revision.
- 8.6 United Water Conservation District Board of Director's Resolution No. 2012-15 adopted on October 10, 2012.
- 8.7 Correspondence: Mr. Anthony Emmert, Deputy General Manager, United Water Conservation District to Mr. Andrew Ludlum, Foreperson, Ventura County Grand Jury dated January 22, 2018. Subject: Santa Felicia Dam Safety Improvement Projects.
- 8.8 Report: "United Water Conservation District, 2018 Santa Felicia Dam, Tabletop Exercise After-Action Report (FERC P-2153-CA)," dated May 10, 2018.
- 8.9 Report: "Ventura County Grand Jury, 2017-2018 Final Report, Ventura County Dam Safety," dated May 10, 2018
- 8.10 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspection- San Francisco Regional Office, to Mr. Mauricio Guardado, General Manager, dated June 7, 2018, Subject: Owner's Dam Safety Program Revision 3.0.
- 8.11 Correspondence: Ms. Christy Ramirez, Executive Coordinator, United Water Conservation, Response to Grand Jury Report Ventura County Dam Safety, dated August 8, 2018.
- 8.12 "Santa Felicia Dam Emergency Action Plan, State Dam No. 1005-000, Federal No. 2153-CA (Revision 6.2)", dated May 4, 2018 (or latest revision).
- 8.13 "Santa Felicia Dam Supporting Technical Information, Project 2153-CA, NATDAM No. CA0085 (Revision 1.1)," dated January 2017 (or latest revision. [Note – the 2019 revision was submitted to FERC using the efilng submittal system on October 23, 2020](#)).

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- 8.14 Correspondence: Mr. James D. Grisham, Engineering Manager, United Water Conservation District, to Mr. Frank Blackett, Regional Engineer, dated December 5, 2018, Subject: Santa Felicia Dam Owner's Dam Safety Program (P-2153).
- 8.15 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspections – San Francisco Regional Office, to Mr. Mauricio Guardado, General Manager, dated October 21, 2019, Subject: Re: Revised Owners Dam Safety Program (ODSP).
- 8.16 Correspondence: Mr. Mauricio Guardado, General Manager, United Water Conservation District, to Mr. Frank Blackett, Regional Engineer, dated November 18, 2019, Subject: Santa Felicia Dam Owner's Dam Safety Program (P-2153).
- 8.17 Correspondence: Federal Energy Regulatory Commission, Office of Energy Projects, Division of Dam Safety and Inspections – San Francisco Regional Office, to Mr. Guardado, General Manager, dated June 10, 2020, Subject: Re: Revised Owners Dam Safety Program (ODSP).
- 8.18 Correspondence: Dr. Maryam Bral, Chief Engineer, United Water Conservation District, to Mr. Frank Blackett, Regional Engineer, dated September 20, 2019, Subject: Santa Felicia Dam Owner's Dam Safety Program (P-2153).

9.0 APPENDICES

- 9.1 Appendix 1, United Water Conservation District, Mission Statement, Operational Responsibility
- 9.2 Appendix 2, Dam Safety Training Outline, Dam Safety Training Module Content Description
- 9.3 Appendix 3, Santa Felicia Dam Project Non-Conformance Report Form
- 9.4 Appendix 4, Visual Inspection Checklist of Santa Felicia Dam (Monthly Inspection Report)
- 9.5 Appendix 5, Santa Felicia Dam First Check Inspection Checklist, (Santa Felicia Dam EAP)
- 9.6 Appendix 6, Santa Felicia Dam Non-Conforming Reporting Structure
- 9.7 Appendix 7, Resumes of the Chief Dam Safety Engineer and Support Staff

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Appendix 1
United Water Conservation District

Mission Statement

United Water Conservation District shall manage, protect, conserve and enhance the waters of the Santa Clara River; its tributaries and associated aquifers.

Operational Responsibility

The employees of the United Water Conservation District are entrusted with the responsibility and privilege to operate the District's facilities in a safe, reliable, and efficient manner according to established District policies and procedures. The daily operating practices must always place public safety, personnel safety, and environmental compliance above other performance goals of the District.

The management of the District has the responsibility and authority to implement this standard throughout the operating organization.

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Appendix 2

Dam Safety Training Outline

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I. The Training Plan is provided to personnel involved in the operation and/or modification of the Santa Felicia Dam facilities on a level appropriate to the assigned responsibilities. The Training Plan includes training for management, operations, maintenance, and engineering personnel, as appropriate.

II. Training consists of needed initial training modules and continuing training modules if additional training needs are identified.

A. Continuing training may include training modules with modified content to focus on training needs identified during audits and assessments.

B. A training schedule will be established which identifies required attendees.

IV. Qualification standards and training requirements have been established for personnel, consistent with the nature and complexity of their assignments.

V. Training and qualification records shall be established for each applicable person in the organization and supporting organizations.

VI. Additional or revised training modules will be developed and presented based upon training needs identified by tests, training evaluation and feedback, and the findings of Assessments and Audits.

VII. The list of training modules in the following table describes content for initial and continuing training.

VIII. Dam safety training shall be provided at the monthly Operations and Maintenance safety meetings when appropriate. Training shall focus primarily on the various components of the Emergency Action Plan. Training shall also be incorporated into the annual drills, table top exercise and EAP review.

IX. Operation and Maintenance, Engineering, Administrative and Park Service personnel will be required to complete and various conferences and webinars on dam safety as directed by the Chief Dam Safety Engineer.

Appendix 2

Dam Safety Training Module Content Description

Training Module	Description of Content
Dam Safety Awareness (Annually, all O&M, Engineering, Park Service employees)	Emphasize the importance of dam safety; provide information on the major features of Santa Felicia Dam; describe the consequences of the dam failure. Provide an overview of the District's Owner's Dam Safety Program. Discuss the reporting structure and the Chief Dam Safety Engineer Function. The training shall be incorporated into the annual EAP exercises and reviews.
UWCD Dam Safety Policy (Monthly, all O&M, Engineering, Park Service employees)	District Policy regarding dam safety. The training shall be incorporated into the annual EAP exercises and reviews.
Identification of Visual Dam Safety Deficiencies (Annually, all O&M, Engineering, Park Service employees)	Provide guidelines of visual detection of some the more common dam deficiencies. Review the facility inspection plan and discuss individual responsibilities. All dam personnel and off-hour duty operators shall be trained to perform visual inspection of the facility.
Inspection of Embankment Dams (Annually, all SFD personnel and duty operators)	Provide guidance on how to inspect the slopes, crest, interior and adjacent areas of an embankment dam and identifying deficiencies. All dam personnel and off-hour duty operators shall be trained to perform visual inspection of the facility.
Inspection of Concrete Dams and Spillways (Annually, SFD, Park Rangers, Engineering Personnel)	Provide guidance on how to inspect the faces, crest, interior, and adjacent areas of the parapet wall, tunnel, spillway, and spillway bridge.
Instrumentation (Annually as required)	Explain the purpose of instrumentation and describe how the instruments work. Provide instruction on proper instrumentation reading and data recording. Review installed facility instrumentation and what they monitor. The training shall be incorporated into the annual EAP exercises and reviews.
Emergency Action Plan (Monthly, all O&M, Engineering and selected Admin. Employees)	Mandatory review of the EAP with discussion of individual responsibilities and site specific issues. EAP topics are included in the Monthly O&M safety meetings.
Webinars/Conferences (4 to 8 hours annually)	Selected O&M personnel are required to attend or participate in formal training session outside the District.
Personal Development Hours (PDH)	O&M, Engineering and Park personnel are required to complete 30 to 45 PDH per renewal period when renewing water treatment, water distribution and engineering certificates/licenses. PDH's may include issues applicable to dam safety.

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Dam safety and inspection training shall be incorporated into the annual EAP drills, table top exercises, functional exercises and EAP reviews. Operation and Maintenance personnel shall be crossed trained in the essential aspects of dam safety as it applies to Santa Felicia Dam.

Appendix 3
Santa Felicia Dam Project Non-Conformance Report Form

Santa Felicia Dam Project Non-Conformance Report	
Identify the affected project/facility:	
Date of Report:	
Name and phone number of Initiator:	
Problem Description/Affected Area:	
Review and Disposition by Chief Dam Safety Engineer/Engineering Staff	
Problem Report Log #	
Review and Evaluation:	
Immediate Corrective Action (mark N/A if none):	
Disposition: <input type="checkbox"/> Rework <input type="checkbox"/> Repair <input type="checkbox"/> Use as is <input type="checkbox"/> Reject <input type="checkbox"/> Reportable to FERC	
Statement of Completed Action:	
Action Completed by: Date:	
Distribution: <input type="checkbox"/> Dam Operator <input type="checkbox"/> O&M Manager <input type="checkbox"/> Chief Engineer <input type="checkbox"/> Assistant General Manager <input type="checkbox"/> General Manager	

Appendix 4

UNITED WATER CONSERVATION DISTRICT

Visual Inspection Checklist of Santa Felicia Dam

Schedule: Perform monthly under normal operating conditions. If unusual conditions are seen or high reservoir (Elevation 1055.00), perform daily until conditions stabilize. If your answer needs a comment or explanation, space is provided on the back pages, use more pages if needed.
Revised 8/12/2016

Inspector:	Time:	Date:
Reservoir Elevation:	Weather:	Temperature:
Release in CFS:	Hydro Status:	

		No	Yes
1. CREST OF DAM			
a. Any cracks, either transverse or longitudinal?			
b. Any scarps, sinkholes or areas of unusual settlement?			
c. Sight down the parapet wall, is there any cracks or deflections?			
2. DOWNSTREAM SLOPE OF DAM			
a. Any new seepage areas or wet area?			
b. Any materials being transported by seepage flows at new seepage area (such as discolored seepage water or sediment deposits)?			
c. Any scarps, sinkholes, sloughs, slides or areas of unusual settlement?			
d. Any brush that needs to be removed?			
e. Any rodent activity on downstream or upstream slopes?			
If the answer is yes, are there adequate bait stations?			
3. UPSTREAM SLOPE OF DAM			
a. Any serious shifting of rock facing?			
b. Any significant erosion due to wave action?			
c. Any whirlpools in the reservoir?			
d. Any debris or brush that needs to be removed?			
4. DOWNSTREAM TOE AREA, ABUTMENTS AND OTHER AREAS DOWNSTREAM			
Note: Extend the inspection to all areas within 50 feet of the toe of the dam and all the way up both abutment groins and within 50 feet either side of the groins. Inspection for seepage and sediment in the creek channel should be performed during low flows and be extended along the creek channel for at least 300 feet. Approximately from the cone valves to USGS Weir.			
a. Any new seepage areas or wet areas?			
b. Any cracks, sinkholes, sloughs or areas of unusual settlement?			
c. Any new seepage areas along the banks of the creek channel?			
d. Any new sediment deposits along the banks of the creek channel?			

	No	Yes
5. OUTLET WORKS		
a. Any new or enlarged cracks or spalls in the concrete? Release Active.		
b. Any unusual deformations or displacements? Release Active.		
c. Any unusual flow patterns or conditions during releases?		
d. Any hydraulic leaks on the cone valve operators?		
e. Any new seepage from the penstock?		
f. Cone valves operational?		
g. Hydraulic power unit operational?		
h. Maintenance performed on Hydraulic unit?		
i. Accumulator has satisfactory charge? Release Active.		
j. Hydro Plant operational?		
6. TUNNEL, VALVE VAULT AND 72 INCH BFV.		
a. Any new cracking in the tunnel?		
b. Tunnel lighting satisfactory?		
c. Tunnel intercom system operational?		
d. Ventilation system operational?		
e. Any new or existing seepage? (See Page 4)		
f. Any hydraulic leaks in the 72" BFV vault?		
g. Scheduled maintenance performed on the 72" BFV?		
h. Manual hydraulic unit for 72" BFV operational?		
7. SPILLWAY		
a. Any new or enlarged cracks or spalls in the concrete?		
b. Any unusual deformations or displacements?		
c. Drains clear of debris or sediment?		

				No	Yes
8. SPILLWAY BRIDGE					
a. Does the bridge appear to be sound for vehicle traffic?					
9. ADDITIONAL INFORMATION					
Piezometer Well No.	Date	Distance to Water	Elevation		
Piezometer Well 1					
Piezometer Well 2					
Piezometer Well 3					
Piezometer Well 4					
Reservoir Elevation (Visual)		Data Logger Elevation:			
Spillway Sub-Drain East		Amount of Water:			
Spillway Sub-Drain West		Amount of Water:			
Spillway Sub-Drain No. 1		Amount of Water:			
2		Amount of Water:			
3		Amount of Water:			
4		Amount of Water:			
Spillway Springs; West Abutment:					
North Spring by Spillway Crest		Amount of Water:			
South Spring; Discharge Chute.		Amount of Water:			
Projects and Tasks					

Projects and Tasks:

Explanation or Comments:

[illegible]

EAST SPILLWAY SW1 WALL MEASUREMENTS

Measurements taken with Red Electronic Level located in SFD Main Office

Unit of measure is degree of slope, % of slope, record direction of slope

Date_____

EAST SIDE OF EAST SPILLWAY WALL

Screen of Level facing North, laser end of level pointing up.

Measure taken on wall just below SW1

North_____degree_____ % Direction_____

South_____degree_____ % Direction_____

WEST SIDE OF EAST SPILLWAY WALL

Screen of Level facing South, laser end of level pointing up.

Measure taken on wall below SW1 from Spillway

North_____degree_____ % Direction_____

South_____degree_____ % Direction_____

SFD EAP Inventory

Date: _____

Comments/Corrective Action

UWCD Radio		
SAT Phone		
EAP Binder		
Batteries		
Clerical Supplies Writing Utensils, Notepads, Etc.		
Inspection Supplies Well Sounder, Laser Level, Calipers, 8 oz Cup, Stopwatch, Backpack, Sample Bottles		
Lamps 1,000,000 candle Corded and Cordless, Extra Flashlights		
Hand Tools Hacksaw/Blades, 5' and 3' Pry Bars, Adjustable Wrench, Adjustable Pliers		
Caution Tape/Flagging		
White Latex Paint # of GAL		
Fuel Tank Level Gasoline		
Diesel		
EAP Vehicle Fuel Level		
Food/Water 4 ppl, 3 days		
Materials Adequate Sand/Bags, Base, CMP?		
Additional Comments:		

Inspected By: _____

Appendix 5



Appendix 5
Santa Felicia Dam

First Check Inspection Checklist

When to perform an inspection:

- After ground shaking is severe enough to knock over objects.
- After a 6.0+ earthquake anywhere in Southern California.
- After a 5.0+ earthquake within 36 miles of the dam.
- When requested by United Water Conservation District (United) staff.

<u>Name</u>		<u>Date</u>		<u>Time</u>	
-------------	--	-------------	--	-------------	--

Summary of Event	
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After the earthquake or event, make contact with pertinent United staff. Inform them about your location and your plans to inspect the Dam. Take the initiative and go!

Make sure you to take binoculars, a radio or a cell phone and a copy of this form with you.

☐ Maintain communications with United staff and report your findings as you go.

<u>Starting from</u>		<u>Contact(s) Established</u>	<u>Yes</u> <input type="checkbox"/> <u>No</u>	<u>Arrival time</u>	
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☐ Check the **spillway bridge** before crossing it. If unsafe to drive, walk across. If impassable, utilize the lower access road through Rancho Temescal.

Observations	
---------------------	--

☐ Go to the **monument parking lot**. Look the Dam over. Listen for unusual noises. Sight down the parapet wall and guardrail on the crest, check asphalt. Note any cracks or deflections. Report findings to United staff.

Observations	
--------------	--

Santa Felicia Dam

First Check Inspection Checklist

Page 2 of 2

- ☐ Using binoculars, look down the west abutment to the tunnel portal. If observed, report the depth and color of any water flowing out of the tunnel. If the penstock and Hydro-plant area is flooded, look for water flowing into the area or for boils nearby. Report your findings. Pick up the gear from the Santa Felicia Dam (SFD) shop, if necessary.

Observations	
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- ☐ Check the Hydro-plant, cone valves, and low-flow release valves. Note any muddy or brown colored water coming out of the cone valves, low-flow release valves, and tailrace. Report findings to United staff.

Observations	
--------------	--

- ☐ Return to the Monument area. Travel the Dam crest looking on the upstream face and abutments for any abnormalities (i.e., whirl-pooling, rock deformation). Return, looking at the downstream face and abutments for any cracks, cratering or leaks. Report findings to United staff.
- ☐ From the monument area, using binocular visually check the spillway for damage or major cracks.

Observations	
--------------	--

- ☐ Upon First Check Inspection completion, notify United staff of findings.
- ☐ Stand by until you receive the OK to leave. Further inspection may be required and performed by others. Point out areas needing further inspection or not completed.

Time

Fill out this form before leaving.

Notes

IF FLOODING IS IMMINENT, PROCEED TO HIGHER/SAFER GROUND (LAKE PIRU OVERLOOK ELEVATION 1173') REPORT IMMINENT FAILURE OF THE DAM AND, IF NECESSARY, ACTIVATE THE SIREN. AWAIT FURTHER INSTRUCTIONS.

Santa Felicia Dam First Check Inspection Checklist (Santa Felicia Dam EAP)

Name _____ Date _____ Time _____
Summary of Event _____

When to perform an inspection: 1) After the EAP has been activated 2) After ground shaking severe enough to knock over objects. 3) After a 6.0+ earthquake anywhere in Southern California. 4) After a 5.0+ earthquake within 36 miles of the dam. 5) When requested by UWCD staff.

⊕ After the earthquake or event, make radio contact with other United staff. Advise them where you are and of your plans to inspect the dam. Take the initiative and go!

Maintain radio contact and report your findings as you go.

Starting from _____ Radio Contact Y N Time to arrive _____

⊕ Check the spillway bridge before crossing it. If unsafe to drive, walk across. If not crossable, drive the long way around via the Temescal gate. **Observations _____**

⊕ Go to the monument parking lot. Look the dam over. Listen for unusual noises. Report to United staff by radio. Pick up the gear from the SFD shop, if necessary.

Observations _____

⊕ Walk down the west abutment to the tunnel portal. Report the depth and color of any water flowing out of the tunnel. If the penstock and hydro power plant area is flooded, look for water flowing into the area or for _____ boils _____ nearby. Report _____ your _____ findings.

Observations _____

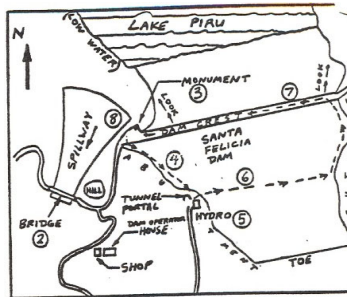
⊕ Check the Hydro power plant, cone valves, and low flow release valves. Note water coming out of the cone valves, low flow release valves, and tailrace. It's probably normal operation. Report any muddy or brown _____ colored _____ water.

Observations _____

⊕ Walk the dam toe and abutments using the route indicated on the map to the right. Report any water flowing out of the dam or foundation. Note the color of the water. If raining, look for the source of any runoff. There should not be much rain runoff from the dam or abutments. Report any cracks in the dam or abutments. Mark observations on the map.

⊕ Sight down the parapet wall on the crest of the dam. Note any cracks or deflections. Look for cracks in the asphalt.

⊕ From the monument area, visually check the spillway for damage or major cracks.



Observations _____

④ Radio United staff and the Sheriff's office to report status of the dam. Time _____

④ Stand by until you receive the OK to leave. Further inspections may be done by others. Point out areas for further inspection or not inspected. Fill out this form before leaving.

NOTES _____

IF FLOODING IS IMMINENT, GO TO PIRU CYN RD OR CLIMB TO THE TOP OF THE HILL BETWEEN THE SPILLWAY AND THE DAM. REPORT IMMINENT FAILURE OF DAM AND IF NECESSARY ACTIVATE THE ALARM. WAIT FOR FURTHER INSTRUCTIONS.

(Santa Felicia Dam EAP, Table 1)

Observation	What it probably Means	What to do
Spillway bridge has failed	Does not impact dam integrity. Non-Failure	Go around the failed bridge to continue the inspection.
Water flowing or boiling out of the dam surface or nearby foundation	The dam embankment is damaged and Imminent Failure from erosion likely	Call sheriff's watch commander, activate EAP notification procedures for Imminent Failure. Evacuate to high ground.
Sloughing or sagging of the dam face or crest, but no water flowing out	Dam has been damaged, but is still holding water. Potential Failure	Call sheriff's watch commander, activate EAP notification procedures for Potential Failure. Start draining the reservoir if safe. (Note 1)
Large cracks in the dam, but no water flowing out	Dam has been damaged, but is still holding water. Potential Failure	Call sheriff's watch commander, activate EAP notification procedures for Potential Failure. Notify staff, complete the inspection if safe, and stand by. If in doubt, start draining the reservoir if safe. (Note 1)
Landslides deposited on the dam or foundation	Should not affect dam integrity. Non-Failure	Notify staff, complete the inspection if safe, and stand by. If in doubt, start draining the reservoir if safe. (Note 1)
White spray coming out of the cone valves, low flow release valves, or clean water flowing out of the hydro tailrace	Probably normal operation	Continue the inspection procedure.
Clean water flowing out of the tunnel, overflowing the hydro power plant site	The penstock has failed. The reservoir will drain at up to 880 CFS until it is dry. Potential Failure	Notify sheriff's watch commander. Activate EAP notification procedures for Potential Failure. Complete the inspection if safe, stand by and watch for dirty water. Staff to attempt to close the 72" BF valve. (Note 1)

Dirty brown water flowing out of the tunnel, overflowing the hydro power plant site

The tunnel has failed. The dam is in danger of **Imminent Failure**

Call sheriff's watch commander, activate EAP notification procedures for Imminent Failure. Evacuate to high ground.

First Response to Modes of Failure (cont.)

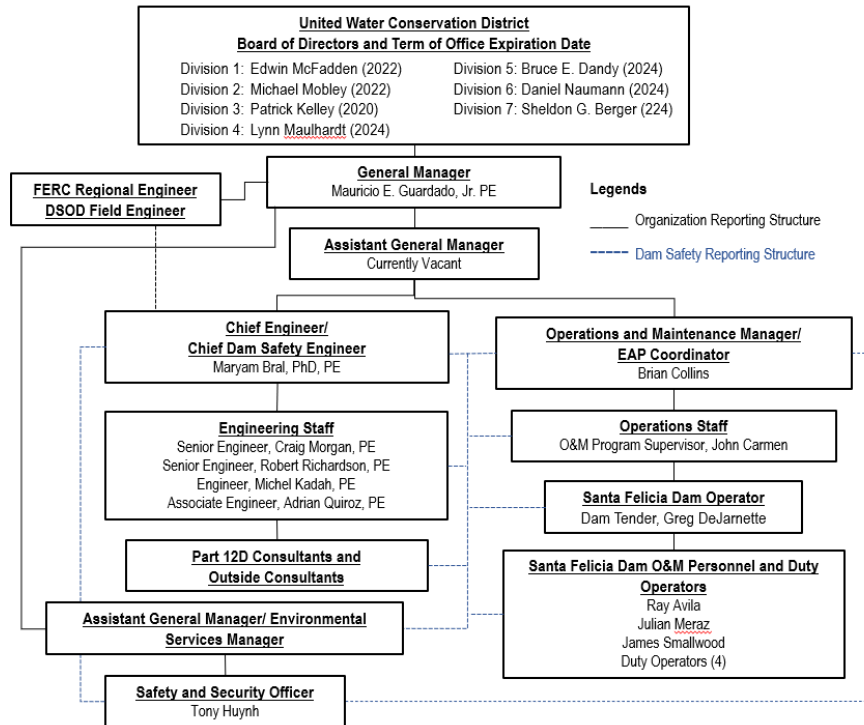
(Santa Felicia Dam EAP, Table 1)

Observation	What it probably Means	What to do
Large flow of water leaking out of the toe of the dam	The dam is in danger of Imminent Failure	Call sheriff's watch commander, activate EAP notification procedures for Imminent Failure. Evacuate to high ground.
Spillway structure damaged but no water is flowing out	Does not affect Dam integrity depending on the reservoir elevation and location of the structural damage. Non-Failure	Check under drains for unusual discharge. Notify staff, complete the inspection, and standby. The spillway is damaged but still holding water.
Cracks in asphalt roadway or block wall on crest	Moderate damage. Non-Failure	Notify staff, complete the inspection, and stand by.
Water flowing over the spillway crest	Does not affect Dam integrity up to elevation 1070 is safe High-Flow	Notify staff, activate EAP notification procedures for High-Flow. Look for indications of head cutting or slab failure. Check to see if storm debris is blocking the spillway crest. Check the spillway walls for stability and overtopping. Stand by and observe flows.

Note 1: District staff to initiate emergency notifications if appropriate.

Appendix 6

**UNITED WATER CONSERVATION DISTRICT
SANTA FELICIA DAM NON-CONFORMING
REPORTING STRUCTURE**



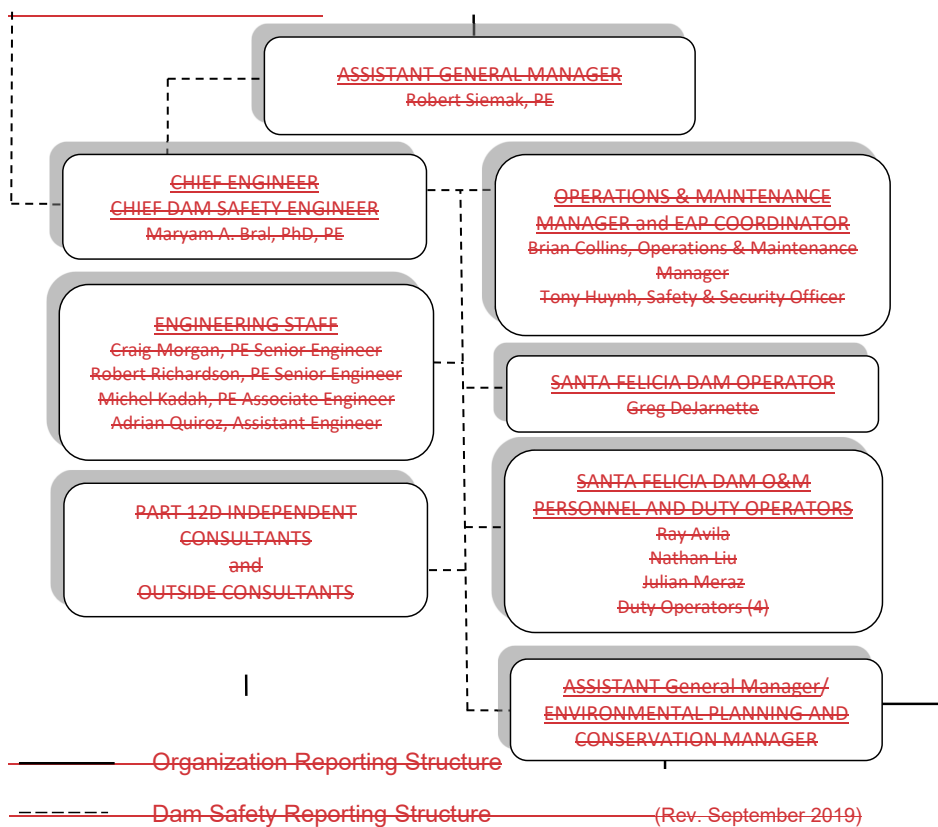
**UNITED WATER CONSERVATION DISTRICT BOARD OF DIRECTORS
AND TERM OF OFFICE EXPIRATION DATE**

Division 1: Edwin McFadden (2022)	Division 5: Bruce E. Dandy (2020)
Division 2: Michael Mobley (2018)	Division 6: Daniel Naumann (2020)
Division 3: Robert Eranio (2020)	Division 7: Sheldon G. Berger (2020)
Division 4: Lynn Maulhardt (2020)	

FERC REGIONAL ENGINEER
DSOD FIELD ENGINEER

GENERAL MANAGER
Mauricio E. Guardado, Jr., PE

REV 76.0



Appendix 7

UNITED WATER CONSERVATION DISTRICT RESUME OF THE CHIEF DAM SAFETY ENGINEER

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Name: Maryam A. Bral
Position: Chief Engineer
Years of Experience: 2018 years (over 2 years~~11 months~~ with United Water Conservation District)
Education: Bachelor of Science, Chemical Engineering,
Master of Science, Chemical/ Civil Engineering
Doctor of Philosophy, Civil Engineering
Technical University of Denmark, Lyngby, Denmark
Post-Doctoral Researcher
The Queen's University of Belfast, Belfast, Northern Ireland
Registration: Professional Civil Engineer, CA 82448
Professional Associations: United States Society of Dams (USSD) (2019)
Association of State Dam Safety Officials (ASDSO) (2018)
American Public Works Association – Central Coast (APWA) (2015)
American Water Works Association (AWWA) (2000)

Dr. Bral joined the United Water Conservation District as the new Chief Engineer in July 2018. Her responsibilities include providing oversight for the District's engineering functions, directing the development of District's long-range planning for future facilities and enhancement of the existing water systems, overseeing the implementation of design and construction projects and inspection of the existing infrastructures. Dr. Bral participated in the 2019 joint Functional Emergency Action Plan with Pyramid Lake. As a player and in the capacity of the SFD Chief Dam Safety Engineer, she directed District staff, actively led the key decision-making processes regarding dam operation and public safety issues and provided status updates on the dam to the Department of Water Resources staff at the Pyramid Lake. The functional exercise was conducted by Gannett Fleming and participated by many stakeholders, including Ventura County Sheriff and Fire Departments, National Weather Service. Dr. Bral is a California licensed Civil Engineer with 2018 years' experience in managing various water and wastewater related projects both in public, and private industries, including design of new domestic water treatment facilities, wastewater treatment plant upgrades, recycled water treatment and permitting, groundwater well rehabilitation, water quality assessment and characterization, TDS management, sewer collection system evaluation, and regulatory permitting and compliance.

Prior to joining the District, Dr. Bral managed implementation of the Goleta Water District's capital improvement projects and directed activities of engineering staff, consultants and contractors for a variety of projects, including groundwater well rehabilitation, wellhead treatment, well facility startups, surface water treatment optimization and solids handling.

Since January 2019, Dr. Bral has been the District's administrative contact for all safety related issues for the FERC and DSOD. She oversees the work of the Engineering Staff related to FERC and DSOD regulatory requirements including the 5-year Part 12D Safety Review, the work of the independent consultants, and coordinates the annual FERC site inspection and the DSOD semi-annual site inspections. She supervises the preparation of the Santa Felicia STID, Santa Felicia Dam Vulnerability Assessment management and preparation and submittal of annual FERC reports such as the EAP Status Update, DSSMR and security assessment.

UNITED WATER CONSERVATION DISTRICT RESUMES OF ENGINEERING SUPPORT STAFF

Name: Craig A. Morgan
Position: Senior Engineer
Years of Experience: ~~232~~ years (~~219~~ with United Water Conservation District)
Education: BS Civil Engineering
California State University, Northridge
Registration: Professional Civil Engineer, CA 62723
Professional Associations: American Society of Civil Engineers (ASCE) (1999)
American Water Works Association (AWWA) (1999)
Association of State Dam Safety Officials (ASDSO) (2013)

Mr. Morgan is a Senior Engineer for the United Water Conservation District. As a project manager he has been responsible for the design, inspection and construction administration of various capital improvement projects within the District. Recent projects within and immediately adjacent to the FERC project boundary for Santa Felicia Dam include recreation CT rehab project, Olive Grove Campground pipeline replacement project, Piru Canyon Road pavement projects, cone valve recoating/rehab project and the hydropower plant rehabilitation project.

Mr. Morgan has participated in numerous Functional and Tabletop Exercises dating back to 2004. He was the project manager for the 2017 Santa Felicia Dam Vulnerability Assessment. Mr. Morgan has attended FERC Security Program training and workshop courses. Mr. Morgan attended the FERC sponsored 2018 Functional and Tabletop Exercise training seminar in Portland, Oregon, participated in the 2019 Cedar Spring Dam Functional Exercise in Pearblossom, California and the 2019 Ventura County Planning for Dam Emergencies as part of the FEMA Technical Assistance Program at the Ventura County Emergency Operations Center.

As the Project Manager Mr. Morgan has successfully completed several significant public works projects for United Water including the Santa Felicia Dam Maintenance Shop, the Saticoy Facility Maintenance Shop, the Moss Screen building replacement project, the Saticoy Wellfield and conjunctive storage project, the El Rio Groundwater recharge basin redistribution project and the construction of the 8.0 MG clearwell projects.

UNITED WATER CONSERVATION DISTRICT RESUMES OF ENGINEERING SUPPORT STAFF

Name: Michel Kadah
Position: ~~Associate~~ Engineer
Years of Experience: 28~~7~~ years (1 year 10 5 months with United Water Conservation District)
Education: Bachelor of Science, Civil Engineering, University of Aleppo, Syria
Bachelor of Science, Civil Engineering, International Education Research Foundation, Inc. California
Registration: Professional Civil Engineer, State of California, Certification No. C 82474
California Qualified Storm Water Pollution Prevention Plan Developer and Practitioner (QSD/QSP), Certificate No. 25023
Professional Associations: Association of State Dam Safety Officials (ASDSO) (2019)

Mr. Kadah is an ~~Associate~~ Engineer for the United Water Conservation District. His responsibilities include: supporting the Engineering Department in a wide variety of engineering duties involving design and construction of new systems, preparation of project reports and documents, and managing projects under the direction of the Chief Engineer. Mr. Kadah is currently managing the preliminary design phase of the Santa Felicia Dam Safety Improvement project that includes design of a new outlet works and spillway modifications to increase the spillway pass-through capacity.

Mr. Kadah attended the March 2019 Inspection and Assessment of Dams seminar organized by the Association of State Dam Safety Officials (ASDSO) in Phoenix, Arizona. He also attended the 2019 Ventura County Planning for Dam Emergencies as part of the FEMA Technical Assistance Program at the Ventura County Emergency Operations Center.

Mr. Kadah is a California licensed Civil Engineer with over 18 years of experience in civil engineering design and project management in California. Prior to joining the District, Mr. Kadah managed and prepared detailed engineering design for numerous industrial, commercial, residential, and public works projects, including design of street improvement, water distribution systems, storm drain, rough and precise grading, structural steel and reinforced concrete foundations. He was also responsible for managing survey and geotechnical consultants, performing construction inspections, preparation of CEQA and NEPA environmental permitting documents, including the preparation of special? reports evaluating public risks, the review of environmental assessment reports, managing construction contractors activities and the use of construction equipment to reduce significant impact on the CEQA permitting. As a Qualified Storm Water Pollution Prevention Plan Developer/Practitioner (QSD/QSP), Mr. Kadah has prepared and inspected multiple Storm Water Pollution Prevention Plans (SWPPPs) for a variety of projects.

UNITED WATER CONSERVATION DISTRICT RESUMES OF ENGINEERING SUPPORT STAFF

Name: Adrian Quiroz
Position: ~~Associate~~ ~~istant~~ Engineer
Years of Experience: ~~7~~5 years
Education: BS Civil & Environmental Engineering
University of California, Berkeley
Registration: Engineer in Training, CA 15308
Professional Associations: Association of State Dam Safety Officials (ASDSO) (2018)

Mr. Quiroz is an ~~Associate~~ ~~istant~~ Engineer for the United Water Conservation District. Mr. Quiroz joined the District in March 2018. His first project with the District was to manage the demolition and replacement of the Park Service Officers' Facility at the Lake Piru Recreation Area. The new facility included the installation of a 960 square foot modular office, dedicated utilities, and site work improvements. Mr. Quiroz was also the project manager for the Santa Felicia Dam 2018 Tabletop Exercise and was part of the planning team for the 2019 Santa Felicia Dam Functional Exercise. He coordinated and distributed the 2018 annual EAP updates, and ~~is will be~~ heavily involved in managing the Santa Felicia Dam EAP program going forward. Mr. Quiroz has participated numerous dam safety related trainings such as the 2018 EAP Exercise Design Course in Portland, Oregon, and the Cedar Spring Dam Functional Exercise in Pearblossom, California. Mr. Quiroz attended the March 2019 Inspection and Assessment of Dams seminar organized by the Association of State Dam Safety Officials (ASDSO) in Phoenix, Arizona. He also attended the 2019 Ventura County Planning for Dam Emergencies as part of the FEMA Technical Assistance Program at the Ventura County Emergency Operations Center.

Prior to joining the District, Mr. Quiroz worked as a project engineer managing structural/foundation concrete construction for commercial buildings which included document control, material take-off, scheduling and estimating. He also has over 4 years of experience in concrete research and development and has fundamental knowledge of concrete properties.

UNITED WATER CONSERVATION DISTRICT RESUME OF SAFETY and SECURITY OFFICER

Name: Tony Huynh
Position: Safety and Security Program Coordinator
Years of Experience: 87 years (1 yearmonth with United Water Conservation District)
Education: Bachelor of Science, Molecular, Cell & Developmental Biology
Master of Public Policy (M.P.P.)
Master of Science, Cyber Security and Information Assurance
Graduate Certificate in Homeland Security & Public Policy
Graduate Certificate in Geographic Information Sciences Technology
Registration: N/A
Professional Associations: FBI-InfraGard (2012)
American Society for Industrial Security (ASIS) (2012)
Association of International Risk Intelligence Professionals (AIRIP)
(2017)American Society of Safety Professionals (ASSP) (2020)

Mr. Huynh joined the United Water Conservation District as the new Safety and Security Program Coordinator in August 2019. With 8 years of experience in emergency management, cybersecurity, physical security, and intelligence, he is responsible for developing, implementing, administering and monitoring all safety and security programs (including emergency response) to ensure a safe and secure workplace. ~~His responsibilities include developing, implementing, administering and monitoring all safety and security programs (including emergency response) to ensure a safe and secure workplace.~~ He is the primary coordinator for all safety incidents that occur involving district personnel and equipment and is actively working on minimizing the District's risk to adverse workplace incidents.

~~Mr. Huynh is a safety and security professional with 7 years of experience in emergency management, cybersecurity, physical security, and intelligence.~~ He has served in the public, private, and non-profit sectors as well as organizations ranging from a Fortune 50 company to a start-up. During his tenure at the Los Angeles Joint Regional Intelligence Center, he served on the California State Threat Assessment System Cyber Working Group. He graduated from the DHS Industrial Control System 301 Cybersecurity course in Idaho Falls, Idaho, and the U.S. Secret Service's Cyber Analysis course in Hoover, Alabama. Mr. Huynh also earned the GIAC-GSEC and EC-Council Ethical Hacker cybersecurity certifications. His extensive training in physical security and emergency management includes DHS Risk Analysis and FEMA Incident Command Systems courses.

Mr. Huynh's previous security roles include Global Security Intelligence Manager, Global Security Operations Center Manager, Global Security Communications Center Supervisor, and Intelligence Analyst (with a focus on counterterrorism and cybersecurity). He has also participated as a speaker at InfraGard's Pacific Region Leadership Summit and U.S. State Department's Overseas Advisory Council Media and Entertainment Working Group.

Starting from August 2019, Mr. Huynh will support the District on safety and security related issues for the FERC and DSOD. This includes supporting the submittal of annual FERC reports such as updates on the security program and coordinating the Dams Sector Information Sharing Drill. He also liaised with emergency management, intelligence, and safety partners in the region to share best practices and resources as needed. During his first year at the District, he also attended several emergency management courses hosted by the California Specialized Training Institute (CSTI), including the Community Dam Safety, Preparedness, and Mitigation (L2455) course. In addition to working with the District's Engineering and O&M staff, he also collaborates with the IT Administrator and Chief Park Ranger, respectively, on cybersecurity and physical security pertaining to Santa Felicia Dam and Lake Piru.

Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer
Craig Morgan, Senior Engineer

Date: October 26, 2020 (November 10, 2020 Meeting)

Agenda Item: **3.3 Contract Amendment with Stantec for the Vern Freeman Dam Modeling and Design of Fish Ladder and Intake Motion**

Staff Recommendation:

The Engineering and Operations Committee will consider recommending to the full Board that it authorizes the General Manager to execute an amendment to the professional services agreement with Stantec in the amount of \$120,600 to provide further analysis of the Vertical Slot as a Freeman Diversion Fish Passage Facility alternative.

Discussion:

A lot has transpired since the professional services agreement for this work was executed with Stantec in March 2020. Due to the complexity of this fish passage alternative, there have been additional meetings and analysis, including Computational Fluid Dynamic (CFD) modeling, per the request of National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFW).

Stantec continues to meet all required deadlines and is anticipated to do so through the completion of the design development process and preparation for physical modeling of the Vertical Slot.

Staff recommends that the District authorize the General Manager to execute a contract amendment with Stantec to complete the design development process required for the physical modeling of the Vertical Slot as a Freeman Diversion Fish Passage Facility.

Fiscal Impact:

The hydraulic design and analysis of the Freeman Diversion Fish Passage Facility is included in the Fiscal Year 2020-21 Budget (421-400-81020 Project 8001), and sufficient funds are available to provide for the \$120,600 contract amendment.

Attachment A: Stantec's Budget Augmentation Letter
Attachment B: Contract Amendment 1



Stantec Consulting Services Inc.
2353 130th Avenue NE Suite 200, Bellevue WA 98005-1759

October 26, 2020

Attention: Mr. Craig Morgan
United Water Conservation District
106 North 8th Street
Santa Paula, CA 93060

**Reference: Vern Freeman Diversion Dam,
Change Order 3 - Phase 2 Modeling and Design of Fish Ladder and Intake**

Dear Craig,

Thank you for the opportunity to submit this proposal to United Water Conservation District (UWCD) to provide additional services in the development of a vertical slot 'criteria' fish ladder at the Vern Freeman Diversion Dam. Stantec Consulting Services, Inc. (Stantec) has prepared the following revised scope and budget estimate for your consideration based on our conversation and understanding of the project to carry our modeling and design development through the preparation and submittal of the Physical Modeling Plan.

SCOPE OF SERVICES

Task 1 Project Management and Meetings

The March 12 Agreement provided level of effort budget to May 1st. The stipulations in the August 21 Court Order have included a requirement that a physical modeling plan be submitted to the NMFS on or before November 23, 2020. We are requesting this agreement be extended 6 months through the end of November 2020. Additional budget would be extended for the defined project management activities and meetings as defined in the March 12 agreement.

Task 2 Preliminary Design

Predesign activities were added to initiate some drawing revisions early on the spillway and ladder intakes. Drawings and narrative will be prepared in a Design Development Document as requested by the NMFS and incorporated into the court order. This work was anticipated to occur in the design phase to document final design but was prepared early to incorporate the modeling results and provide updated drawings for agency review and comment.

Task 3 Geotechnical Investigation and Hydraulic Modeling

3.2 Complete CFD Modeling

We are requesting additional budget for the execution of CFD Model 2 to cover unanticipated engineering effort to perform hand calculations to estimate channel scour and hydraulic jump locations which are needed to assess fish passage characteristics. The basis for our original estimate assumed that we could use the CFD model to perform iterations to predict these



October 26, 2020

Mr. Craig Morgan

Page 2 of 3

Reference: VFDD, Change Order Proposal

elements. The model channel complexity has resulted in excessive run times (2-3 times our estimates). This made using the model impractical within the agreed upon deliverable schedules.

Task 4 Operations Support

Provide support to UWCD with the development of systems to allow wet removal of sediment accumulations upstream of the trash rack without using the sluice gate for flushing. UWCD found a suction dredge system and requested assistance with locating portable or moveable screens that could be used in conjunction with the dredge. Stantec incurred about 18 hours of time in concepts and making phone calls to screen vendors and fabricators that might have materials on-hand that could be used.

BASIS OF COMPENSATION AND BUDGET

Compensation for services provided Scope of Services shall be in accordance with the methods and specific amounts described herein.

1. Rate Schedule. Compensation shall be on an hourly rate basis as presented on the attached 2020 Rate Sheet as included in the March 12 Agreement. All other billing terms remain unchanged.
2. No other terms and conditions from the March 12, 2020 Agreement are changed by this amendment.

The estimate to complete the added work described in this Scope of Services for phase 2, will be \$120,600.00. The budget breakdown by phase and major task is provided below in Table 1. Services would be billed on an hourly rate basis based on the attached 2020 Rate table for actual work completed.



October 26, 2020

Mr. Craig Morgan

Page 3 of 3

Reference: VFDD, Change Order Proposal

Table 1 Budget Summary Table

Task		Estimated Labor Hours	Estimated Budget
Phase 2 - Final Design			
1	Project Management and Meetings	82	\$16,400
2	Preliminary Design	150	\$28,800
3	Geotechnical Investigation and Hydraulic Modeling		
3.2	CFD Modeling	336	\$71,400
4	Operations Support	18	\$4,000
	Change Order 3, Subtotal Phase 3	586	\$120,600

NIC = Scope and Budget to be included under separate authorization

SCHEDULE

- The final CFD Model runs for Model 2 will be completed 11/2/2020
- Submit updated model results following the Design Development Document..... 11/2/2020

Regards,

STANTEC CONSULTING SERVICES INC.

Heidi Wahto
Principal, Project Manager
Phone: (425) 602-3514
Heidi.Wahto@stantec.com

Attachment: Schedule of Billing Rates 2020

C.

SCHEDULE OF BILLING RATES – 2020

Billing Level	Hourly Rate	Description
3	\$108	Junior Level position <ul style="list-style-type: none"> Independently carries out assignments of limited scope using standard procedures, methods and techniques Assists senior staff in carrying out more advanced procedures Completed work is reviewed for feasibility and soundness of judgment Graduate from an appropriate post-secondary program or equivalent Generally, one to three years experience
4	\$113	
5	\$128	
6	\$132	Fully Qualified Professional Position <ul style="list-style-type: none"> Carries out assignments requiring general familiarity within a broad field of the respective profession Makes decisions by using a combination of standard methods and techniques Actively participates in planning to ensure the achievement of objectives Works independently to interpret information and resolve difficulties Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, three to six years experience
7	\$143	
8	\$149	
9	\$159	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> Provides applied professional knowledge and initiative in planning and coordinating work programs Adapts established guidelines as necessary to address unusual issues Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, five to nine years experience
10	\$165	
11	\$176	
12	\$185	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise Participates in short- and long-range planning to ensure the achievement of objectives Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures Reviews and evaluates technical work Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, ten to fifteen years experience with extensive, broad experience
13	\$193	
14	\$209	
15	\$219	Senior Level Consultant or Management <ul style="list-style-type: none"> Recognized as an authority in a specific field with qualifications of significant value Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Independently conceives programs and problems for investigation Participates in discussions to ensure the achievement of program and/or project objectives Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, more than twelve years experience with extensive experience
16	\$234	
17	\$242	
18	\$244	

Note: Rates subject to escalation at end of calendar year.

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

This Amendment to the Agreement for Professional Consulting Services is entered into as of _____, 2020, by and between **United Water Conservation District (UNITED)**, a public entity, and **Stantec Consulting Services Inc. (CONSULTANT)** with reference to the following terms and conditions:

WITNESSETH

WHEREAS, on March 12, 2020, UNITED and CONSULTANT entered into a Professional Consulting Services and;

WHEREAS, UNITED and CONSULTANT have discussed and agreed to amend certain terms and conditions of the AGREEMENT involving term of agreement as specified in this Amendment.

NOW, THEREFORE, based on the covenants and considerations set forth, UNITED and CONSULTANT mutually agree as follows:

1. The AGREEMENT amount is increased by \$120,600 equaling to an AGREEMENT total of \$370,182
2. The term of the AGREEMENT is extended to November 30, 2020.
3. Each and all other provisions of said AGREEMENT remain in full force and effect and apply to all services and payments made under this FIRST AMENDMENT.

UNITED WATER CONSERVATION DISTRICT

By _____
Mauricio E. Guardado, Jr., General Manager

STANTEC CONSULTING SERVICES INC.

By _____
(Name and Title)

**ATTACHMENT “A”
FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
Revised Fee Schedule**



October 26, 2020

Mr. Craig Morgan

Page 3 of 3

Reference: VFDD, Change Order Proposal

Table 1 Budget Summary Table

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NIC = Scope and Budget to be included under separate authorization

SCHEDULE

- The final CFD Model runs for Model 2 will be completed 11/2/2020
- Submit updated model results following the Design Development Document..... 11/2/2020

Regards,

STANTEC CONSULTING SERVICES INC.

Heidi Wahto
Principal, Project Manager
Phone: (425) 602-3514
Heidi.Wahto@stantec.com

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16	\$234	
17	\$242	
18	\$244	

Note: Rates subject to escalation at end of calendar year.



Staff Report

To: Engineering & Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Brian Collins, Operations & Maintenance Manager

Date: September 28, 2020 (November 5, 2020 Committee Meeting)

Agenda Item: 3.4 **Resolution 2020-21** a Resolution of the Board of Directors of United Water Conservation District Directing the Ventura County Watershed Protection District to Execute the California State Water Project Supply Amendment for Water Management on behalf of United Water Conservation District.

Staff Recommendation:

The Engineering and Operations Committee will consider recommending to the full Board that it adopts Resolution 2020-21, directing the Ventura County Watershed Protection District to execute the California State Water Project Supply Amendment for Water Management on behalf of United Water Conservation District.

Background:

The State of California entered into long-term water supply contracts with water agencies in the 1960s. Under the contract terms, the Department of Water Resources (DWR) provides water service to these public agencies, known as State Water Contractors, from the State Water Project (SWP).

In 1963, the Ventura County Flood Control District (VCFCD) (now Ventura County Watershed Protection District) entered into an agreement with the State to purchase entitlement to 20,000 acre-feet of State Water. In June 1970, the VCFCD assigned its entitlement to Casitas Municipal Water District. In 1971, United Water Conservation District (UWCD) executed an agreement with Casitas and DWR to allocate 5,000 acre-feet per year of State Water entitlement to UWCD.

Recently in 2020, State Water Contractors successfully negotiated a proposed amendment to the State Water Contract commonly known as the State Water Project Water Supply Amendment for Water Management. As lead agency, the State of California Department of Water Resources (DWR) prepared an Environmental Impact Report and a Notice of Determination for the amendment. The Notice of Determination was filed by the DWR on August 27, 2020.

Discussion:

3.4 Resolution 2020-21 a Resolution of the Board of Directors of United Water Conservation District Directing the Ventura County Watershed Protection District to Execute the California State Water Project Supply Amendment for Water Management on behalf of United Water Conservation District.
Motion

The State Water Contractors desired modifications to the methods of water management within the State Water Project that would allow additional contractor flexibility. The complete language is included within Attachment “B.” Term highlights are provided below:

- Transfer of Article 21 water supplies is allowed.
- Transfer of Article 56 (Carryover) water stored outside a Contractor’s service area is allowed without needing to be returned to the transferor’s service area first.
- Water stored in Groundwater Storage Programs going forward may be transferred/exchanged.
- Additional clarity on parameters of Article 56 transfers and exchanges including timing, amounts, and effects of spill.
- Turn back Pool language is deleted.
- Non-project water can be exchanged.
- Exchanging/ transferring contractors determine compensation.
- Contractors can be buyers and sellers in the same year.
- ‘No harm’ provisions along with dispute resolutions with the DWR Director’s decision final (if needed).
- Ability for a contractor to petition the State of California for an exception.
- The amendment will be implemented if at least 24 Contractors have executed the agreement or if the DWR decides to waive this requirement.

Fiscal Impact

The District would not directly incur any additional costs as the result of adopting this resolution. In accordance with this amendment, future transfers and exchange compensation terms are set by the exchanging/transferring contractors; market conditions may potentially increase costs for supplemental future water acquisitions of Table ‘A’ allocation from other contractors, due to increased selling contractor flexibility.

Attachments:

Attachment A-	<u>Resolution 2020-21</u> State Water Project Management Tools Amendment
Attachment B-	SWP Amendment 14 Management Tools Ventura County

RESOLUTION 2020-21

ADOPTING DIRECTION TO THE VENTURA COUNTY WATERSHED PROTECTION
DISTRICT (VCWPD) TO EXECUTE THE CALIFORNIA STATE WATER PROJECT
CONTRACT AMENDMENTS FOR WATER SUPPLY MANAGEMENT
ON BEHALF OF THE
UNITED WATER CONSERVATION DISTRICT BOARD OF DIRECTORS

WHEREAS, United Water Conservation District, the Casitas Municipal Water District (Casitas), and Ventura Water share the water supplies and related costs connected to the California State Water Project Water Supply Contract with the California Department of Water Resources; and

WHEREAS, the Board of Directors has received information regarding the tenets and details of the California State Water Project Contract Amendments for Water Supply Management; and

WHEREAS, the Ventura County Watershed Protection District is the currently named contract holder for the California State Water Project Water Supply Contract with the California Department of Water Resources;

NOW, THEREFORE, BE IT RESOLVED that the United Water Conservation District Board of Directors directs the Ventura County Watershed Protection District to execute the California State Water Project Contract Amendments for Water Supply Management on behalf of United Water Conservation District.

ADOPTED this 10th day of November, 2020.

Michael W. Mobley, President
United Water Conservation District

ATTEST:

Sheldon G. Berger, Secretary/Treasurer
United Water Conservation District

STATE WATER PROJECT WATER SUPPLY CONTRACT AMENDMENT
FOR WATER MANAGEMENT
Execution Version

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 14 (THE WATER MANAGEMENT AMENDMENT)
TO WATER SUPPLY CONTRACT
BETWEEN
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
AND
VENTURA COUNTY WATERSHED PROTECTION DISTRICT

THIS AMENDMENT to the Water Supply Contract is made this _____ day of _____, 20____ pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and Ventura County Watershed Protection District, herein referred to as the "Agency."

STATE WATER PROJECT WATER SUPPLY CONTRACT AMENDMENT
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RECITALS

- A. The State and the Agency entered into and subsequently amended a water supply contract (the “contract”), dated December 02, 1963, providing that the State shall supply certain quantities of water to the Agency and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. The State and the Agency, in an effort to manage water supplies in a changing environment, explored non-structural solutions to provide greater flexibility in managing State Water Project (SWP) water supplies; and
- C. The State and the Agency, in an effort to support the achievement of the coequal goals for the Delta set forth in the Delta Reform Act, sought solutions to develop water supply management practices to enhance flexibility and reliability of SWP water supplies while the Agency is also demonstrating its commitment to expand its water supply portfolio by investing in local water supplies; and
- D. The State and the Agency, in response to the Governor’s Water Resiliency Portfolio, wish to maintain and diversify water supplies while protecting and enhancing natural systems without changing the way in which the SWP operates; and
- E. The State and the Agency sought to create a programmatic solution through transfers or exchanges of SWP water supplies that encourages regional approaches among water users sharing watersheds and strengthening partnerships with local water agencies, irrigation districts, and other stakeholders; and
- F. The State and the Agency, in an effort to comply with the Open and Transparent Water Data Platform Act (Assembly Bill 1755), sought means to create greater transparency in water transfers and exchanges; and
- G. The State, the Agency and representatives of certain other SWP Contractors have negotiated and agreed upon a document (dated May 20, 2019), the subject of which is “ Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management” (the “Agreement in Principle”); and
- H. The Agreement in Principle describes that the SWP Water Supply Contract Amendment for Water Management “supplements and clarifies terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area”; the principles agreed to would achieve this without relying upon increased SWP diversions or changing the way in which the SWP operates, and consistent with all applicable contract and regulatory requirements; and

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- I. The State, the Agency and those Contractors intending to be subject to the contract amendments contemplated by the Agreement in Principle subsequently prepared an amendment to their respective Contracts to implement the provisions of the Agreement in Principle, and such amendment was named the “SWP Water Supply Contract Amendment for Water Management”; and
- J. The State and the Agency desire to implement continued service through the contract and under the terms and conditions of this “SWP Water Supply Contract Amendment for Water Management”;

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NOW, THEREFORE, IT IS MUTUALLY AGREED that the following changes and additions are hereby made to the Agency's water supply contract with that State:

AMENDED CONTRACT TEXT

ARTICLE 1 IS AMENDED TO ADD THE FOLLOWING DEFINITIONS, PROVIDED THAT IF THIS WATER MANAGEMENT AMENDMENT TAKES EFFECT BEFORE THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT, THE ADDITIONS HEREIN MADE SHALL CONTINUE IN EFFECT AFTER THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT NOTWITHSTANDING THE CONTRACT EXTENSION AMENDMENT'S DELETION AND REPLACEMENT OF ARTICLE 1 IN ITS ENTIRETY:

1. Definitions

- (au) **"Article 56 Carryover Water"** shall mean water that a contractor elects to store under Article 56 in project surface conservation facilities for delivery in a subsequent year or years.

ARTICLES 21 and 56 ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:

21. Interruptible Water Service

(a) Allocation of Interruptible Water

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact the Agency's approved deliveries of Annual Table A Amount or the Agency's allocation of water for the next year. Deliveries of interruptible water in excess of the Agency's Annual Table A Amount may be made if the deliveries do not adversely affect the State's delivery of Annual Table A Amount to other contractors or adversely affect project operations. Any amounts of water owed to the Agency as of the date of this amendment pursuant to former Article 12(d), any contract provisions or letter agreements relating to wet weather water, and any Article 14(b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to

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avoid adverse economic impacts due to the Agency's inability to take water during wet weather.

(b) Notice and Process for Obtaining Interruptible Water

The State shall periodically prepare and publish a notice to contractors describing the availability of interruptible water under this article. To obtain a supply of interruptible water, including a supply from a transfer of interruptible water, the Agency shall execute a further agreement with the State. The State will timely process such requests for scheduling the delivery of the interruptible water.

(c) Rates

For any interruptible water delivered pursuant to this article, the Agency shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were Table A Amount water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the Agency. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

(d) Transfers of Interruptible Water

- (1) Tulare Lake Basin Water Storage District, Empire West-Side Irrigation District, Oak Flat Water District, and County of Kings may transfer to other contractors a portion of interruptible water allocated to them under subdivision (a) when the State determines that interruptible water is available.
- (2) The State may approve the transfer of a portion of interruptible water allocated under subdivision (a) to contractors other than those listed in (d)(1) if the contractor acquiring the water can demonstrate a special need for the transfer of interruptible water.

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- (3) The contractors participating in the transfer shall determine the cost compensation for the transfers of interruptible water. The transfers of interruptible water shall be consistent with Articles 56(d) and 57.

56. Use, Storage of Project Water Outside of Service Area and Article 56 Carryover Water

(a) State Consent to Use of Project Water Outside of Service Area

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency storing project water in a groundwater storage program, project surface conservation facilities and in nonproject surface storage facilities located outside its service area for later use by the Agency within its service area and to the Agency transferring or exchanging project water outside its service area as set forth herein.

(b) Groundwater Storage Programs

The Agency shall cooperate with other contractors in the development and establishment of groundwater storage programs. The Agency may elect to store project water in a groundwater storage program outside its service area for later use within its service area. There shall be no limit on the amount of project water the Agency can store outside its service area during any year in a then existing and operational groundwater storage program.

(1) Transfers of Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.

In accordance with applicable water rights law and the terms of this article, the Agency may transfer any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area to another contractor for use in that contractor's service area. These transfers must comply with the requirements of Articles 56(c)(4)(i)-(v), (6) and (7), and Article 57. The Agency will include these transfers in its preliminary water delivery schedule required in Article 12(a).

(2) Exchanges of any Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.

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In accordance with applicable water rights law and the terms of this article, the Agency may exchange any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area with another contractor for use in that contractor's service area. These exchanges must comply with the requirements in Article 56(c)(4)(i)-(v). The Agency shall include these exchanges in its preliminary water delivery schedule pursuant to Article 12(a).

(c) Article 56 Carryover Water and Transfers or Exchanges of Article 56 Carryover Water

- (1) In accordance with any applicable water rights laws, the Agency may elect to use Article 56 Carryover Water within its service area, or transfer or exchange Article 56 Carryover Water to another contractor for use in that contractor's service area in accordance with the provisions of subdivision (c)(4) of this article. The Agency shall submit to the State a preliminary water delivery schedule on or before October 1 of each year pursuant to Article 12(a), the quantity of water it wishes to store as Article 56 Carryover Water in the next succeeding year, and the quantity of Article 56 Carryover Water it wishes to transfer or exchange with another contractor in the next succeeding year. The amount of project water the Agency can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the Agency's service area each year shall be limited to the lesser of the percent of the Agency's Annual Table A Amount shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final Table A water supply allocation percentage as shown in column 1. For the purpose of determining the amount of project water the Agency can store, the final water supply allocation percentage shown in column 1 of the table below shall apply to the Agency. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Articles 12(e) and 14(b).

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1. Final Water Supply Allocation Percentage	2. Maximum Percentage of Agency's Annual Table A Amount That Can Be Stored	3. Maximum Acre-Feet That Can Be Stored
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75% or more	50%	200,000

- (2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and nonproject water. If such storage requests exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their Annual Table A Amounts for that year. The Agency may store water in excess of its allocated share of capacity as long as capacity is available for such storage.
- (3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a

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contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their respective Annual Table A Amounts for that year. If such reallocation results in the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors;

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity; and

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall determine whether water stored in a project surface water conservation facility is subject to displacement and give as much notice as feasible of a potential displacement. If the Agency transfers or exchanges Article 56 Carryover Water pursuant to this subdivision to another contractor for storage in such facility, the State shall recalculate the amount of water that is subject to potential displacement for both contractors participating in the transfer or exchange. The State's recalculation shall be made pursuant to subdivision (4) of this article.

(4) Transfers or Exchanges of Article 56 Carryover Water

The Agency may transfer or exchange its Article 56 Carryover Water as provided in this subdivision under a transfer or exchange agreement with another contractor. Water stored pursuant to Articles 12(e) and 14(b) and nonproject water shall not be transferred or exchanged. Transfers or exchanges of Article 56 Carryover Water under this subdivision shall comply with subdivision (f) of this article and Article 57 as applicable, which shall constitute the exclusive means to transfer or exchange Article 56 Carryover Water.

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On or around January 15 of each year, the State shall determine the maximum amount of Article 56 Carryover Water as of January 1 that will be available for transfers or exchanges during that year. The State's determination shall be consistent with subdivisions (c)(1) and (c)(2) of this article.

The State shall timely process requests for transfers or exchanges of Article 56 Carryover Water by participating contractors. After execution of the transfer or exchange agreement between the State and the contractors participating in the transfer or exchange, the State shall recalculate each contractor's storage amounts for the contractors participating in the transfer or exchange. The State's recalculation shall result in an increase by an amount of water within the storage amounts for the contractor receiving the water and a decrease by the same amount of water for the contractor transferring or exchanging water. The State's recalculation shall be based on the criteria set forth in the State's transfer or exchange agreement with the participating contractors. The State's calculations shall also apply when a contractor uses Article 56 Carryover Water to complete an exchange.

Transfers and exchanges of Article 56 Carryover Water shall meet all of the following criteria:

- (i) Transfers or exchanges of Article 56 Carryover Water are limited to a single-year. Project water returned as part of an exchange under subdivision (c)(4) Article 56 Carryover Water may be returned over multiple years.
- (ii) The Agency may transfer or exchange an amount up to fifty percent (50%) of its Article 56 Carryover Water to another contractor for use in that contractor's service area.
- (iii) Subject to approval of the State, the Agency may transfer or exchange an amount greater than 50% of its Article 56 Carryover Water to another

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contractor for use in that contractor's service area. The Agency seeking to transfer or exchange greater than 50% of its Article 56 Carryover Amount shall submit a written request to the State for approval. The Agency making such a request shall demonstrate to the State how the Agency will continue to meet its critical water needs in the current year of the transfer or exchange and in the following year.

- (iv) The contractor receiving the water transferred or exchanged under subdivisions (4)(i) or (ii) above shall confirm in writing to the State its need for the water that year and shall take delivery of the water transferred or exchanged in the same year.
 - (v) Subject to the approval of the State, the Agency may seek an exception to the requirements of subdivisions (4)(i), (ii), and (iii) above. The Agency seeking an exception shall submit a written request to the State demonstrating to the State the need for 1) using project surface conservation facilities as the transfer or exchange point for Article 56 Carryover Water if the receiving contractor cannot take delivery of the transfer or exchange water in that same year, 2) using project surface conservation facilities for the transfer or exchange of one contractor's Article 56 Carryover Water to another contractor to reduce the risk of the water being displaced, or 3) for some other need.
- (5) The restrictions on storage of project water outside a Agency's service area provided for in this subdivision (c), shall not apply to storage in any project off-stream storage facilities constructed south of the Delta after the date of the Monterey Amendment.

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- (6) For any project water stored outside its service area pursuant to subdivisions (b) and (c), the Agency shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the Agency pays for the transportation of Annual Table A Amount to the reach of the project transportation facility from which the water is delivered to storage. If annual entitlement is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the Agency shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of return to the aqueduct to the turn-out in the Agency's service area. In addition, the Agency shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the Agency's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.
- (7) A Agency electing to store project water in a nonproject facility within the service area of another contractor shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

(d) Non-Permanent Water Transfers of Project Water

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Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency transferring project water outside its service area in accordance with the following:

- (1) The participating contractors shall determine the duration and compensation for all water transfers, including single-year transfers, Transfer Packages and multi-year transfers.
- (2) The duration of a multi-year transfer shall be determined by the participating contractors to the transfer, but the term of the transfer agreement shall not extend beyond the term of the Contract with the earliest term.
- (3) A Transfer Package shall be comprised of two or more water transfer agreements between the same contractors. The State shall consider each proposed water transfer within the package at the same time and shall apply the transfer criteria pursuant to Article 57 in the review and approval of each transfer. The State shall not consider a Transfer Package as an exchange.

(e) Continuance of Article 12(e) Carry-over Provisions

The provisions of this article are in addition to the provisions of Article 12(e), and nothing in this article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to transfer or exchange project water during any year in accordance with the provisions of subdivision (c) of this article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

(f) Bona Fide Exchanges Permitted

Notwithstanding the provisions of Article 15(a), the State hereby consents to the Agency exchanging project water outside its service area consistent with this Article. Nothing in this article shall prevent the Agency from entering into bona fide exchanges of project water for use outside the Agency's service area with other parties for project water or nonproject water if the State consents to the use of the project water outside the Agency's service area. Also,

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nothing in this article shall prevent the Agency from continuing those exchange or sale arrangements entered into prior to September 1, 1995. Nothing in this article shall prevent the Agency from continuing those exchange or sale arrangements entered into prior to [] which had previously received any required State approvals. The State recognizes that the hydrology in any given year is an important factor in exchanges. A “bona fide exchange” shall mean an exchange of water involving the Agency and another party where the primary consideration for one party furnishing water to another party is the return of a substantially similar amount of water, after giving due consideration to the hydrology, the length of time during which the water will be returned, and reasonable payment for costs incurred.. In addition, the State shall consider reasonable deductions based on expected storage or transportation losses that may be made from water delivered. The State may also consider any other nonfinancial conditions of the return. A “bona fide exchange” shall not involve a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether a proposed exchange of water constitutes a “bona fide exchange” within the meaning of this paragraph and not a disguised sale.

(g) Exchanges of Project Water

Exchanges of project water shall be consistent with Article 57. In addition, the State shall apply the following criteria to its review of each exchange of project water as set forth below:

(1) Exchange Ratio

Exchange ratio shall mean the amount of water delivered from a contractor’s project supply in a year to another contractor compared to the amount of water returned to the first contractor in a subsequent year by the other contractor. All exchanges shall be subject to the applicable exchange ratio in this article as determined by the allocation of available supply for the Annual Table A Amount at the time the exchange transaction between the contractors is executed.

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- (a) For allocations greater than or equal to 50%, the exchange ratio shall be no greater than 2 to 1.
- (b) For allocations greater than 25% and less than 50%, the exchange ratio shall be no greater than 3 to 1.
- (c) For allocations greater than 15% and less than or equal to 25%, the exchange ratio shall be no greater than 4 to 1.
- (d) For allocations less than or equal to 15%, the exchange ratio shall be no greater than 5 to 1.

(2) Cost Compensation

The State shall determine the maximum cost compensation calculation using the following formula:

The numerator shall be the exchanging Agency's conservation minimum and capital and transportation minimum and capital charges, including capital surcharges. DWR will set the denominator using the State Water Project allocation which incorporates the May 1 monthly Bulletin 120 runoff forecast.

If a Agency submits a request for approval of an exchange prior to May 1, the State shall provide timely approval with the obligation of the contractors to meet the requirement of the maximum compensation. If the maximum compensation is exceeded because the agreement between the contractors is executed prior to the State Water Project allocation as defined in (c)(2) above, the contractors will revisit the agreement between the two contractors and make any necessary adjustments to the compensation. If the contractors make any adjustments to the compensation, they shall notify the State.

(3) Period During Which the Water May Be Returned:

The period for the water to be returned shall not be greater than 10 years and shall not go beyond the

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expiration date of this Contract. If the return of the exchange water cannot be completed within 10 years, the State may approve a request for an extension of time.

(h) Other Transfers

Nothing in this article shall modify or amend the provisions of Articles 15(a), 18(a) or Article 41, except as expressly provided for in subdivisions (c) and (d) of this article and in subdivision (d) of Article 21.

NEW CONTRACT ARTICLES

ARTICLE 57 IS ADDED TO THE CONTRACT AS A NEW ARTICLE AS FOLLOWS:

57. Provisions Applicable to Both Transfers and Exchanges of Project Water

- (a) Nothing in this Article modifies or limits Article 18 (a).
- (b) Transfers and exchanges shall not have the protection of Article 14(b).
- (b) The Agency may be both a buyer and seller in the same year and enter into multiple transfers and exchanges within the same year.
- (d) Subject to the State's review and approval, all transfers and exchanges shall satisfy the following criteria:
 - (1) Transfers and exchanges shall comply with all applicable laws and regulations.
 - (2) Transfers and exchanges shall not impact the financial integrity of the State Water Project, Transfers and exchange agreements shall include provisions to cover all costs to the State for the movement of water such as power costs and use of facility charge.
 - (3) Transfers and exchanges shall be transparent, including compliance with subdivisions (g) and (h) of this article.
 - (4) Transfers and exchanges shall not harm other contractors not participating in the transfer or exchange.
 - (5) Transfers and exchanges shall not create significant adverse impacts to the service area of each contractor participating in the transfer or exchange.
 - (6) Transfers and exchanges shall not adversely impact State Water Project operations.
- (e) The Agency may petition the State and the State shall have discretion to approve an exception to the criteria set forth in subdivision (d) in the following cases:

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- (1) When a transfer or exchange does not meet the criteria, but the Agency has determined that there is a compelling need to proceed with the transfer or exchange.
 - (2) When a Agency that has received water in a transfer or exchange cannot take all of the water in the transaction in the same year, the Agency may request to store its water consistent with Article 56(c), including in San Luis Reservoir.
- (f) The State will timely process such requests for scheduling the delivery of the transferred or exchanged water. Contractors participating in a transfer or exchange shall submit the request in a timely manner.
- (g) Each contractor participating in a transfer or exchange shall confirm to the State in a resolution or other appropriate document approving the transfer or exchange, including use of Article 56(c) stored water, that:
 - (1) The Agency has complied with all applicable laws.
 - (2) The Agency has provided any required notices to public agencies and the public.
 - (3) The Agency has provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association.
 - (4) The Agency is informed and believes that the transfer or exchange will not harm other contractors.
 - (5) The Agency is informed and believes that the transfer or exchange will not adversely impact State Water Project operations.
 - (6) The Agency is informed and believes that the transfer or exchange will not affect its ability to make all payments, including payments when

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due under its Contract for its share of the financing costs of the State's Central Valley Project Revenue Bonds.

- (7) The Agency has considered the potential impacts of the transfer or exchange within its service area.

(h) Dispute Resolution Process Prior to Executing an Agreement

The State and the contractors shall comply with the following process to resolve disputes if a contractor that is not participating in the transfer or exchange claims that the proposed transfer and/or exchange has a significant adverse impact.

- i. Any claim to a significant adverse impact may only be made after the Agency has submitted the relevant terms pursuant to Article 57(g)(3) and before the State approves a transfer or exchange agreement.
- ii. In the event that any dispute cannot be resolved among the contractors, the State will convene a group including the Department's Chief of the State Water Project Analysis Office, the Department's Chief Counsel and the Department's Chief of the Division of Operations or their designees and the contractors involved. The contractor's representatives shall be chosen by each contractor. Any contractor claiming an adverse impact must submit written documentation to support this claim and identify a proposed solution. This documentation must be provided 2 weeks in advance of a meeting of the group that includes the representatives identified in this paragraph.
- iii. If this group cannot resolve the dispute, the issue will be taken to the Director of the Department of Water Resources and that decision will be final.

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**WATER MANAGEMENT AMENDMENT IMPLEMENTING
AND ADMINISTRATIVE PROVISIONS**

IT IS FURTHER MUTUALLY AGREED that the following provisions, which shall not be part of the Water Supply Contract text, shall be a part of this Amendment and be binding on the Parties.

1. EFFECTIVE DATE OF WATER MANAGEMENT AMENDMENT

- (a) The Water Management Amendment shall take effect (“Water Management Amendment effective date”) on the last day of the calendar month in which the State and 24 or more contractors have executed the Water Management Amendment, unless a final judgment by a court of competent jurisdiction has been entered that the Water Management Amendment is invalid or unenforceable or a final order has been entered that enjoins the implementation of the Water Management Amendment.
- (b) If any part of the Water Management Amendment of any contractor is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Water Management Amendments of all contractors shall be of no force and effect unless the State and 24 or more contractors agree any the remaining provisions of the contract may remain in full force and effect.
- (c) If 24 or more contractors have not executed the Water Management Amendment by February 28, 2021 then within 30 days the State, after consultation with the contractors that have executed the amendment, shall make a determination whether to waive the requirement of subdivision (a) of this effective date provision. The State shall promptly notify all contractors of the State’s determination. If the State determines, pursuant to this article to allow the Water Management Amendment to take effect, it shall take effect only as to those consenting contractors.
- (d) If any contractor has not executed the Water Management Amendment within sixty (60) days after its effective date pursuant to subdivisions (a) through (c) of this effective date provision, this amendment shall not take effect as to such contractor unless the contractor and the State, in its discretion, thereafter execute such contractor’s Water Management Amendment, in which case the Water Management Amendment effective date for purposes of that contractor’s amendment shall be as agreed upon by the State and

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contractor, and shall replace the effective date identified in subdivision (a) for that contractor.

2. ADMINISTRATION OF CONTRACTS WITHOUT WATER MANAGEMENT AMENDMENT

The state shall administer the water supply contracts of any contractors that do not execute the Water Management Amendment in a manner that is consistent with the contractual rights of such contractors. These contractors' rights are not anticipated to be affected adversely or benefited by the Water Management Amendments.

3. OTHER CONTRACT PROVISIONS

Except as amended by this amendment, all provisions of the contract shall be and remain the same and in full force and effect, provided, however, that any reference to the definition of a term in Article 1, shall be deemed to be a reference to the definition of that term, notwithstanding that the definition has been re-lettered within Article 1. In preparing a consolidated contract, the parties agree to update all such references to reflect the definitions' lettering within Article 1.

4. DocuSign

The Parties agree to accept electronic signatures generated using DocuSign as original signatures.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Chief Counsel
Department of Water Resources

Director

Date

Approved as to Form:

VENTURA COUNTY WATERSHED
PROTECTION DISTRICT

General Counsel
Ventura County Watershed Protection
District

General Manager

Date



Staff Report

To: Engineering & Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Brian Collins, Operations & Maintenance Manager

Date: October 26, 2020 (November 5, 2020 Committee Meeting)

Agenda Item: 3.5 **Resolution 2020-24 Resolution of the Board of Directors of United Water Conservation District Directing the Ventura County Watershed Protection District to Execute The Department Of Water Resources Funding Agreement In Principle (AIP) for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (DCP) on Behalf of United Water Conservation District.**

Staff Recommendation:

The Engineering and Operations Committee will consider recommending to the full Board that it adopts Resolution 2020-24, directing the Ventura County Watershed Protection District to execute the Department of Water Resources funding Agreement in Principle (AIP) for preliminary planning and design costs related to a potential Delta Conveyance Project (DCP). Staff recommends the Opt-in 100% option.

Background:

The Ventura Flood Control Protection District (VCFPD) (now the Ventura County Watershed Protection District (VCWPD)) signed a contract with the State of California Department of Water Resources (DWR) in the early 1960s for the delivery of up to 20,000 Acre-Feet of State Water Project Water Supply (known in the contract as Table A water) annually.

In 1971, Casitas MWD signed an agreement with VCFPD taking over the costs and administrative responsibilities of the VCFPD State Water Contract. Subsequently, Casitas MWD signed agreements with both Ventura Water (City of Ventura) and the United Water Conservation District assigning 10,000 Acre-Feet of State Water Project Table A to Ventura Water and 5,000 Acre-Feet to United Conservation District. Casitas MWD remains the administrator of the contract but VCWPD is still the named contractor on the State Water Project contract and thus must execute any amendments to that contract.

The State of California Department of Water Resources (DWR) and the State Water Project Contractors (SWC) have been in negotiations on the development of a Delta Conveyance Project/Delta Conveyance Facility (DCP/DCF) for the past several years that has resulted in a final Draft Agreement in Principle (AIP) in April 2020. In August of 2020, the SWCs distributed

3.5 Resolution 2020-24 District Directing the Ventura County Watershed Protection District to Execute the Department Of Water Resources Funding Agreement In Principle (AIP) for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (DCP) on Behalf of United Water Conservation District Motion

a proposed funding agreement that will fund the DWR's four-year planning activities for the DCP/DCF in the amount of \$385,000,000.00.

Discussion:

Alternative conveyance through the California Delta has been ongoing subject of negotiations between the DWR and SWCs for many years. The basic concept has been to provide a way to move water around the delta rather than through the delta as it has been since the project began operations. This concept was also part of the original design of the State Water Project, included due to concerns of possible environmental impacts of necessary south-of-delta pumping.

The most recent proposal put forward by Governor Newsom is a single tunnel under the delta that will have two intakes on the Sacramento River and provide a total capacity of 6,000 cubic feet per second (CFS).

Current estimates are that without the DCP/DCF, average annual Table A allocations will decrease from a current estimated yearly average of 60% to a range of 52% to 35% due to a number of factors including impacts of climate change. The estimated total cost of the project currently stands at approximately \$15.9 Billion.

DWR and SWCs negotiated an Agreement in Principle (AIP) that outlines the design, construction and operation of the project (attached). The AIP doesn't currently require Board of Directors action but will eventually be transformed into a Contract Amendment that will.

State Water Contractor Cost Share in the DCP/DCF:

The three current options for a State Water Contractor (SWC) to participate in DCP/DCF project is as follows:

1. Opt-Out: the SWC will bear no costs as well as receive no benefit from the project. Average annual Table A allocation will likely be impacted as noted above.
2. Opt-In at 100%: the SWC will bear the cost of the project in proportion to their Table A allocation (Currently stands at 0.48% for Ventura County)
3. Opt-In at greater than 100%: as a result of SWC negotiations of the AIP, additional water is available through the opt-out negotiations that have occurred. The SWC will bear additional cost but will also receive a benefit of additional equivalent Table A water. (Currently stands at 0.55% with a benefit of 2,139 Acre-Feet of Equivalent Table A Annual Allocation)

The estimated costs of each option is summarized in the table below.

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DCP/DCF PROJECT COST OPTIONS AND ESTIMATES
(BASED ON A \$15,900,000,000 CURRENT PROJECT COST ESTIMATE)

<u>OPTION</u>	<u>COST PERCENTAGE</u>	<u>ESTIMATED FULL VCWPD SWP CONTRACT COST*</u>	<u>UWCD SHARE (25%)</u>	<u>EXPECTED NET EFFECT IN TERMS OF WATER SUPPLY</u>
OPT-OUT	ZERO	NONE	NONE	REDUCTION IN AVERAGE ANNUAL TABLE A ALLOCATION
OPT-IN (100%)	0.48%	\$76 MILLION	\$19 MILLION	MAINTAIN CURRENT AVERAGE ANNUAL TABLE A ALLOCATION OF 60%
OPT-IN (100% PLUS)	0.55%	\$87 MILLION	\$22 MILLION	ADDITIONAL AVERAGE ANNUAL TABLE A ALLOCATION

*Note: The State Water Contract currently shared by Casitas, the City of Ventura, and the United Water Conservation District is in the name of the Ventura County Watershed Protection District. The *Opt-In Plus* option is expected to yield an additional 2,139 Acre-Feet of Equivalent Table A allocation to the full VCWPD SWP contract of which United Water would receive 25% or 535 Acre-Feet, if United elects to the *Opt-in 100% plus* option.

The administrator of the VCWPD State Water Contract, Casitas has indicated to the SWC group that it should assume Casitas, Ventura and United would choose the Opt-In 100% Plus option pending further discussion and action amongst the three parties.

State Water Contractor Cost Share in the DWR Planning Effort:

The next proposed step in the DCP/DCF project is for the Department of Water Resources to conduct a planning study which is expected to take four years and cost approximately \$385 Million. Each State Water Contractor (SWC) that plans to Opt-In to the DCP/DCF project will

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be required to execute a funding agreement with the DWR that will allow them to begin the work by being assured of funding from the SWCs.

The level of funding will be based on the level of participation in the overall project. At this point in time, Casitas has indicated to the other Contractors that they should assume the VCWPD SWP contract is in for 100% Plus (0.55% Cost Share).

The VCWPD SWP Contract cost of the DWR study along with United's assumed portion is outlined in the table below.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Total</u>
VCWPD SWP Contract Amount (100% plus)	\$431,184	\$469,390	\$600,382	\$600,382	\$2,101,339
United's Share (\$100% plus)	\$107,796	\$117,348	\$150,096	\$150,096	\$525,335
United's Share (100%)	\$94,847	\$103,165	\$131,994	\$131,994	\$462,000

The DWR can bill these costs through either monthly or semi-annual installments starting in January of 2021. The SWCs are requesting that all funding agreements be executed by the end of November.

List of Pros & Cons:

Pros:

1. Moving forward with the funding agreement allows the District to remain in a position to attain the project's benefits.
2. The District already has a funding mechanism in place for funding of the funding agreement.
3. Funding partners (City of Ventura and Casitas MCD) appear to support continued participation.

Cons:

1. If the DCP/DCF project conceptualizing process were to restart again, spent funds could be lost.
2. The full cost of the DCP/DCF is not yet fully known.

Conclusion:

The DCP/DCF still has unknowns as to its final costs which will take a few years to work out. Further Board of Directors action in the future via a State Water Project contract amendment will be required in order to make a final commitment to participation in the construction of the DCP/DCF.

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A commitment to funding the DWR's Planning Study should be considered as the next step toward making a final decision on the overall DCP/DCF.

Although not anticipated, if either or both the City of Ventura and Casitas decide to Opt-Out of the DCP/DCF, staff will bring this issue back to the Board for further consideration.

BUDGETARY IMPACT:

For Fiscal Year 2020/21, this is an unbudgeted item and the budgetary impact for this fiscal year would be approximately \$47,425 (Six monthly payments of \$7,903). Future costs would be included within respective annual budgets.

Attachment A- Resolution DCP AIP

Attachment B – Final AIP DCP

RESOLUTION 2020-24

RESOLUTION ADOPTING DIRECTION TO THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT (VCWPD) TO EXECUTE THE DEPARTMENT OF WATER RESOURCES FUNDING AGREEMENT FOR PRELIMINARY PLANNING AND DESIGN COSTS RELATED TO A POTENTIAL DELTA CONVEYANCE PROJECT (DCP) ON BEHALF OF UNITED WATER CONSERVATION DISTRICT

WHEREAS, the Casitas Municipal Water District (Casitas), Ventura Water and United Water Conservation District share the water supplies and related costs connected to the California State Water Project Water Supply Contract with the California Department of Water Resources, and

WHEREAS, the Board of Directors has received information in regard to the tenets and details of the Department of Water Resources Funding Agreement for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (DCP), and

WHEREAS, the Ventura County Watershed Protection District is the currently named contract holder for the California State Water Project Water Supply Contract with the California Department of Water Resources,

NOW, THEREFORE, BE IT RESOLVED that the United Water Conservation District directs the Ventura County Watershed Protection District to execute the Department of Water Resources Funding Agreement for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (DCP) on behalf of the United Water Conservation District.

ADOPTED this 10th day of November, 2020.

Michael W. Mobley, President
United Water Conservation District

ATTEST:

Sheldon G. Berger, Secretary/Treasurer
United Water Conservation District

AGREEMENT IN PRINCIPLE

April 30, 2020

This Agreement in Principle has been developed from the State Water Contractor Public Water Agencies' offers presented from July 24, 2019 to present, Department of Water Resources' offers presented from July 31, 2019 to present, and information discussed and presented by the technical and legal work groups.

Agreement in Principle for the State Water Project Water Supply Contract Amendment

on a

Delta Conveyance Project

This Agreement in Principle (**AIP**) is by and between certain State Water Project Public Water Agencies (**PWAs**) and the State of California through the Department of Water Resources (**DWR**) for the purpose of amending the State Water Project Water Supply Contracts.

AIP Objective:

1. Develop an agreement between the State Water Project Contractor Public Water Agencies and Department of Water Resources to equitably allocate costs and benefits of a potential Delta Conveyance Facility that preserves operational flexibility such that the Department of Water Resources can manage the State Water Project to meet regulatory requirements, contractual responsibilities, and State Water Project purposes.

AIP Outline:

- I. Definitions
- II. Objective 1 - Availability of an option to opt out of costs and benefits of Delta Conveyance Facilities of the State Water Project
- III. Objective 2 - Availability of an option to assume, or partially assume, costs and benefits of Delta Conveyance Facilities of the State Water Project
- IV. Objective 3 - Pursuit of State Water Project Delta Conveyance Facilities under the State Water Project Water Supply Contracts
- V. Objective 4 - Delta Conveyance Facility billing
- VI. Objective 5 - Delta Conveyance Facility benefits allocation
- VII. Objective 6 - Affect upon other Water Supply Contract provisions
- VIII. Other Provisions
- IX. Environmental Review Process
- X. Authorized Representative Signatures

I. Definitions

- a. **Clifton Court Forebay** shall mean the existing State Water Project diversion at Clifton Court Forebay facility through its intake located on Old River in the southern Delta and the associated Skinner Fish Facility.
- b. **Delta** shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the California Water Code on the date of approval of the Bond Act by the votes of the State of California.
- c. **Delta Conveyance Facility (DCF)** shall mean those facilities of the State Water Project consisting of a water diversion intake structure, or structures, located on the Sacramento River and connected by facilities to Banks Pumping Plant in the southern Delta with a single tunnel that will serve the water supply purposes of the State Water Project.
- d. **DCF Benefits** shall mean those water supply and capacity benefits attributable to the DCF including but not limited to: (1) Table A water supplies; (2) Article 21 water supplies; (3) carriage water savings; (4) reliable water supply and use of DCF available capacity in the event of a temporary or permanent physical, regulatory, or contractual disruption of southern Delta diversions; and (5) use of DCF available capacity to move non-project water through the proposed DCF.
- e. **Fair Compensation** shall include but is not limited to capital recovery, operations and maintenance, replacement, and variable charges associated with the use of the DCF capacity.
- f. **State Water Project (SWP)** shall mean the State Water Resources Development System as described in California Water Code section 12931.
- g. **State Water Project Contractor Public Water Agencies (PWAs)** shall include the 29 entities holding State Water Project Water Supply Contracts with the Department of Water Resources.

II. Objective 1 - Availability of an option to opt out of costs and DCF Benefits

- a. This AIP makes available to each PWA an option to opt out of the costs and benefits of the DCF through a contract amendment that establishes a Statement of Charges (SOC) percentage of DCF Benefits based on the percentages in the Delta Conveyance Allocation Factors table to water attributable to the DCF, as described in Section VI of this AIP.
- b. PWAs indicating an intent to opt out of costs and benefits of the DCF shall be described in Section VI(a) of this AIP.
- c. An option to opt out of DCF costs and benefits are limited such that a PWA must opt out of at least a minimum 100% of its Municipal and Industrial Table A or 100% of its Agricultural Table A. This provision doesn't prohibit a PWA from taking more than their Table A share, if available, in the Delta Facilities Allocation Factor table.

III. Objective 2 - Availability of an option to assume additional costs and benefits of the DCF

- a. This AIP makes available to each PWA an option to assume additional costs and benefits of the DCF through a contract amendment that establishes additional costs on the SOC in exchange for DCF Benefits based on the percentages in the Delta Conveyance Allocation Factors table to water attributable to the DCF, as described in Section VI of this AIP.
- b. PWAs indicating an intent to assume DCF costs and benefits shall be described in Section VI(b) of this AIP.

IV. Objective 3 - Pursuit of State Water Project Delta Conveyance Facilities under the State Water Project Water Supply Contracts

- a. The DCF shall be constructed and operated as an integrated component of the State Water Project, and DWR will continue to operate the State Water Project at its sole discretion.
- b. The DCF is an authorized component of the State Water Project pursuant to California Water Code sections 11100 et seq. and 12930 et seq.
- c. Effective Date: A contract amendment pursuant to this AIP shall have an effective date no sooner than the billing transition date set forth in State Water Project Water Supply Contract Amendment known as The Contract Extension Amendment.
- d. Administration of DCF: DWR will forecast and account for Project Water attributable to the DCF and DWR will determine whether or not that Project Water would not have been available at Clifton Court Forebay. A whitepaper describing the DWR's and the PWAs' current understanding of the approach on forecasting, administration, and accounting is contained in Attachment 1. Attachment 1 will not be incorporated into contract language.

V. Objective 4 - Delta Conveyance Facility billing

- a. These costs would be billed to and collected from SWP PWAs consistent with the Delta Facilities Allocation Factor table below through their annual SOC.
- b. **Delta Conveyance Facilities Charge Components:** All capital and minimum operations, maintenance, power and replacement (OMP&R) costs associated with the DCF are 100% reimbursable and shall be recovered by DWR from PWAs through their annual SOC consistent with the Delta Facilities Allocation Factor table. These costs shall be allocated to and billed under two new charges as follows:

(1) Delta Conveyance Facilities Capital Charge Component.

(2) Delta Conveyance Facilities Minimum OMP&R Component.

c. Delta Conveyance Facilities Capital Charge Component Method of Computation

1. This computation will recover actual annual debt service created by financing activities (Financing Method) for DCF.
2. Each Financing Method shall provide an annual repayment schedule, which includes all Financing Costs.
3. Financing Costs shall mean the following: Principal of and interest on Revenue Bonds, debt service coverage required by the applicable bond resolution or indenture in relation to such principal and interest, deposits to reserves required by the bond resolution or indenture in relation to such Revenue Bonds, and premiums for insurance or other security obtained in relation to such Revenue Bonds.

- d.** Financing Method shall be divided into four categories: DCF Capital Costs paid with the proceeds of Revenue Bonds; DCF Capital Costs paid with amounts in the State Water Resources Development System Reinvestment Account; DCF Capital Costs paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and DCF Capital Costs prepaid by the PWAs consistent with the Delta Facilities Allocation table.

- e.** DCF Capital Charge Component should be allocated to the PWAs in proportion to the Delta Conveyance Facilities Allocation Factors for each calendar year and consistent with the Delta Facilities Allocation Factor table.

f. Delta Conveyance Facilities Minimum OMP&R Charge Component Method of Computation

1. Recovery will be estimated and/or actual annual OMP&R costs determined for the DCF each year.
2. DCF Minimum OMP&R Charge Component shall be allocated to the PWAs in proportion to the Delta Conveyance Facilities Allocation Factors for each calendar year.

- g. Delta Conveyance Facilities Energy Charges:** The DCF energy costs are 100% reimbursable by the PWAs and the methodology will be determined by DWR, reviewed in the SWRDS Finance Committee, and approved by the Director.

- h. Redetermination:** These charges shall be subject to redetermination.
- i. Step-up:** PWAs that execute a contract amendment to opt out will not be allocated any portion of a step-up required in the event of a default on a DCF Capital Charge.
- j. Delta Conveyance Facilities Allocation Factors:** The following table is a preliminary allocation of DCF participation percentages. Only PWAs with a greater than 0 percentage would be billed for DCF Charge Components through their annual SOC, using the Delta Conveyance Facility Allocation Factors described in the table. PWAs with a zero allocation factor would not be billed for repayment of costs for construction, operation and maintenance of facilities associated with DCF, except to the extent there is a permanent transfer of Table A which would increase a PWA from a greater than zero allocation factor through a subsequent contract amendment.

Public Water Agency	Delta Conveyance Facilities Allocation Factors
City of Yuba City	0
County of Butte	0
Plumas County FC&WCD	0
Napa County FC&WCD	0
Solano County Water Agency	0
Alameda County FC&WCD, Zone 7	
Alameda County Water District	
Santa Clara Valley Water District	
Dudley Ridge Water District	
Empire-West Side Irrigation District	0
Kern County Water Agency-Total	
County of Kings	0
Oak Flat Water District	0
Tulare Lake Basin Water Storage District	0
San Luis Obispo County FC&WCD	
Santa Barbara County FC&WCD	0
Antelope Valley-East Kern Water Agency	
Santa Clarita Valley Water Agency	
Coachella Valley Water District	
Crestline-Lake Arrowhead Water Agency	
Desert Water Agency	
Littlerock Creek Irrigation District	0
Mojave Water Agency	
Palmdale Water District	

San Bernardino Valley Municipal Water District	
San Gabriel Valley Municipal Water District	
San Geronio Pass Water Agency	
The Metropolitan Water District of Southern California	
Ventura County Watershed Protection District	
Total	100.000%

VI. Objective 5 - Delta Conveyance Facility Benefits Allocation

- a. PWAs that execute a contract amendment to opt out of DCF costs and benefits will agree, within that amendment, to the following:
 - i. Charges as set forth in Section V of this AIP will not appear on its SOC.
 - ii. Forego and waive any contractual rights to the following:
 - a. Right to or delivery of Project Water attributable to the DCF, provided that DWR determines that such water would not have been available for diversion at Clifton Court Forebay. This AIP will not modify the amounts within Table A but will memorialize this limited reduction for DCF Benefits by adding a footnote to the PWA's Table A to reflect their zero allocation for DCF Benefits.
 - b. Any contractual rights to or delivery of Article 21 Interruptible Water prior to the point(s) in time each year DWR determines that a volume of water equal to the volume of current year Project Water for Table A in San Luis Reservoir attributable to DCF in the SWP share of San Luis Reservoir storage will be displaced or evacuated by a quantity of exports equal to the quantity of exports from Clifton Court Forebay that would have been stored in San Luis Reservoir absent the DCF. Provided that, when Article 21 Interruptible Water supply is greater than demand from PWAs with a greater than zero Delta Conveyance Facility Allocation factor, Article 21 Interruptible Water will be made available to all PWAs based on Table A percentage.
 - c. Any contractual rights to or delivery of Article 21 Interruptible Water attributable to the DCF after a volume of water equal to the volume of current year Project Water for Table A in San Luis Reservoir attributable to DCF has been evacuated or displaced by the exports from Clifton Court Forebay that would have been stored in San Luis Reservoir absent DCF. Provided that, when Article 21 Interruptible Water supply is greater than demand from PWAs with a greater than zero Delta

Conveyance Facility Allocation Factor, Article 21 Interruptible Water will be made available to all PWAs based on Table A percentage.

- d. Right to use DCF conveyance capacity unused by DWR for SWP purposes to convey non-project water, except as provided in subsection h.
 - e. Right to use available DCF conveyance capacity to convey Project Water in the event that pumping directly from the south Delta is prevented or impaired by a physical, regulatory or contractual disruption, including but not limited to sea level rise, seismic events, flooding, or other uncontrollable event.
 - f. Right to carriage water savings that DWR determines are realized during its operation of any DCF for purposes of conveying Project Water.
 - g. Right to any credit from Fair Compensation collected by DWR for use of available DCF conveyance capacity.
 - h. Rights to use of the DCF, unless a subsequent contract with DWR is entered that provides for payment of Fair Compensation associated with such use.
- iii. For the North of Delta PWAs, DWR will not change the current administrative process for determining the availability of Article 21 due to the DCF. This process will be documented in the Article 21 administration that is distributed via a Notice to Contractors.
- b. PWAs that execute a contract amendment to assume costs and benefits of the DCF will agree, within that amendment, to the following:
- i. Charges will appear on the SOC as set forth in the table in the percentages shown in Section V of this AIP.
 - ii. DCF Benefits in proportion to the percentage table in Section V of this AIP, including but not limited to:
 - a) Delivery of Table A amounts diverted at and conveyed through the DCF. This AIP will not modify the amounts within Table A but will memorialize this DCF Benefits by amending the PWA's Table A with a footnote. The footnote will recognize each PWA's DCF Benefits consistent with the Delta Conveyance Facilities Allocation Factors.
 - b) Article 21 Interruptible Water attributable to DCF.
 - c) Available DCF conveyance capacity unused by DWR for SWP purposes, to convey non-project water for ultimate use within that PWA's service area.
 - d) Carriage water savings that DWR determines are realized during its operation of any DCF for purposes of conveying Project Water.
 - e) Available DCF conveyance capacity to convey Project Water in the event that pumping in the south Delta is prevented or impaired by a physical, regulatory or contractual disruption, including but not limited to sea level rise, seismic events, flooding, or other uncontrollable event.

- f) A credit from Fair Compensation collected by DWR for use of available DCF conveyance capacity.
- c. Nothing in this AIP changes Article 18(a) in the existing State Water Project Water Supply Contracts.

VII. Objective 6 - Affect Upon Other Water Supply Contract Provisions

- a. Unless specifically stated in this AIP and incorporated into a subsequent contract amendment, there are no changes to the PWAs' rights and obligations under the existing State Water Project Water Supply Contracts.
- b. Transfers and exchanges are not intended to be modified under this AIP and shall be subject to the provisions of the then existing State Water Project Water Supply Contracts.

VIII. Other Provisions

- a. Clifton Court Forebay Diversion Priority: In the event that DWR uses its discretion to move Project Water through the DCF that could have been moved through Clifton Court Forebay Intake, PWAs with a greater than zero Delta Conveyance Facilities Allocation Factor will be given a first priority of available capacity, as determined by DWR, based on their percentage in section V to move up to that same amount of non-project water at Clifton Court Forebay Intake.

IX. Environmental Review Process

DWR and the PWAs agree that this AIP is intended to be used during the environmental review process for the California Environmental Quality Act (CEQA), to define the proposed project description for the purposes of CEQA, and to permit the next steps of the SWP water supply contract amendment process, including scoping and the preparation of the EIR. The AIP principles are not final contract language and do not represent a contractual commitment by either DWR or the PWAs to approve any proposed project or to sign contract amendments. By concurring with the AIP, DWR and the PWAs express their intent to move forward with the CEQA process with DWR as lead agency and the PWAs as responsible agencies, and ultimately develop a proposed project consisting of contractual amendments consistent with the AIP principles and prepare the EIR for consideration by DWR and the PWAs.

At the end of the CEQA process and in compliance with CEQA, DWR and the PWAs will each individually evaluate the EIR and Contract Amendment, exercise their independent judgment, and determine whether or not to certify the EIR, approve the proposed project and sign the contract amendment or to approve an alternative project. Consequently, even though DWR and the PWAs have agreed to the AIP

for the purposes described in the preceding paragraphs, DWR and each PWA retain their full discretion under CEQA to consider and adopt mitigation measures and alternatives, including the alternative of not going forward with the proposed project.



Staff Report

To: Engineering & Operations Committee Meeting

Through: Mauricio E. Guardado, Jr., General Manager

From: Clayton W. Strahan, Chief Park Ranger

Date: October 22, 2020 (November 5, 2020)

Agenda Item: 4.1 **Resolution 2020-19 Approving an Amended and Restated Ordinance No. 15 to Amend the Established Rules and Regulations for the Lake Piru Recreation Area and Extend the Authority Granted to the District's Park Ranger Personnel Information**

Staff Recommendation:

The Board will consider adopting Resolution 2020-19 approving an amended and restated Ordinance No. 15, amending established rules and regulations for the Lake Piru Recreation Area and extending the authority granted to the District's Park Ranger personnel.

Background:

On May 23, 2019, the Board adopted a revised and restated Ordinance No. 15 *United Water Conservation District Amended and Restated Ordinance No. 15 Establishing Rules and Regulations for Public Use of the Lake Piru Recreation Area*. The motion specifically modified the authority of Park Ranger personnel at Lake Piru to grant Limited Peace Officer Authority under California Penal Code 830.31(b). However, that authority was limited to personnel who were on duty and only within the boundaries of the Lake Piru Recreation Area.

As the District's operations have expanded and evolved, there is a growing need and desire for Park Ranger personnel to assist in sensible occasional education and potential enforcement actions in and around other District facilities. These actions can raise from providing awareness to trespassers, working with the local Sheriff's Department on reports of criminal activity, as well as general observation of District property to ensure proper surveillance and security measures are taken to protect District locations. As the population of individuals using the Santa Clara River expands and their activities encroach upon District property, there is a need to address issues associated with litter and trespassing to mitigate potential impact. Given the level of training and experience associated with similar matters and given the low level of risk associated with such forms of education and enforcement, staff has determined that the Park Ranger personnel are best suited to address these matters. However, because Ordinance 15 specifically limits Park Ranger authority to within the Lake Piru Recreation Area, the Rangers are limited in their overall effectiveness.

Resolution 2020-19 Approving an Amended and Restated Ordinance No. 15 to Amend the Established Rules and Regulations for the Lake Piru Recreation Area and Extend the Authority Granted to the District's Park Ranger Personnel Motion

Attached herein is both a revised and a redlined version of Ordinance No. 15, which has been specifically amended to extend the authority of Park Ranger personnel to include all District boundaries and to address a few minor administrative issues. Specifically, changes have been made as follows:

- **Section 1.18:** Administrative language change to reflect the current organizational reporting structure within the Recreation division;
- **Section 2.1:** Administrative language change to reflect the current organizational reporting structure within the Recreation division;
- **Section 2.1.1:** This section was revised to change the Rangers current authority from the "Boundaries of Lake Piru" to "District Properties;"
- **Section 2.1.2:** This section was revised to change the Rangers current authority from the "Boundaries of Lake Piru" to "District Properties;"
- **Section 2.2:** This section was revised to change the Rangers current authority from the "Boundaries of Lake Piru" to "District Properties."

As noted, the revisions are called out in sections 1.18, 2.1, 2.1.1, 2.1.2, and 2.2 in the included attachments referred to as Attachments A-Redline and Attachment B-Clean. Also, the staff has included a copy of the related Resolution 2020-19 as Attachment C.

Additional Discussion

The above request was presented to the Board at its regularly scheduled Board meeting on September 9, 2020. At that time, the Board requested several items as follows:

- Revise the Language in Ordinance No. 15 to state District Priorities rather than District boundaries
- To prepare a map addressing areas of concern that Rangers would patrol and or assist in patrolling
- Develop a Protocol for how Rangers would be contacted, and how the additional duties of patrolling a greater area would be handled

As requested, staff has made the requested language changes and prepared a map, which is now attached herein as Attachment D. Additionally, for a point of clarification staff has summarized the protocol for such incidents below. It should be noted that these protocols are directly spelled out in the Park Range Policy manual approved by the Board in May of 2019.

- Rangers will receive a request for aid or response
 - Rangers will assess the request and if resources (staffing coverage) are available, they will respond.
 - If the necessary resources are unavailable (not adequate to cover the Recreation Area), Rangers will defer the response their peers at the Ventura County Sheriff's Office
-

Resolution 2020-19 Approving an Amended and Restated Ordinance No. 15 to Amend the Established Rules and Regulations for the Lake Piru Recreation Area and Extend the Authority Granted to the District's Park Ranger Personnel Motion

- Rangers will assess the violation and determine what action if any is needed
- Rangers will Coordinate with local law enforcement and various Department Personnel to perform work, implement preventative measures for trespassing and littering and if necessary, issue District citations to potential violators
- Rangers would begin patrolling District properties found to be of risk or concern as needed or periodic basis and only when in the area performing other tasks. I.E. they would make an effort to patrol areas in an around El Rio or Saticoy when in the area performing other work tasks and when additional personnel were onsite at the Lake to provide adequate coverage

Fiscal Impact:

Personnel costs are anticipated to remain the same and expanded duties would be conducted within the parameters of the existing staffing structure and schedule of onboard personnel. Some expenses may shift from one fund/project to another based on accounting standards and practices for recording time worked by staff. Based on our initial analysis, there is no anticipated fiscal impact associated with this change.

Attachments: A - No. 15 - Redlined
B - Ordinance No. 15 - Clean
C - Resolution 2020-19
D – Property Map (Lake Piru)
E – Property Map (Saticoy & El Rio)
F – Property Map (UWCD District Map)

UNITED WATER CONSERVATION DISTRICT
AMENDED AND RESTATED ORDINANCE NO. 15, ESTABLISHING RULES
AND REGULATIONS FOR
PUBLIC USE OF THE LAKE PIRU RECREATION AREA

The Board of Directors of United Water Conservation District hereby adopts Amended and Restated Ordinance No. 15 establishing the Rules and Regulations for Public Use of the Lake Piru Recreation Area, and therefore ordains as follows:

The following rules and regulations shall govern the public use of the Lake Piru Recreation Area:

1. DEFINITIONS - As used in this document:

- 1.1 "AQUAPLANE" For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651(ab) which states "Water skis, an aquaplane, or a similar device" includes all forms of water skiing, barefoot skiing, skiing on skim boards, knee boards, or other contrivances, parasailing, ski kiting, or any activity where a person is towed behind or alongside a boat.
- 1.2 "BOARD" means the Board of Directors of United.
- 1.3 "VESSEL" For the purpose of this ordinance refer to the definition noted in Title 14, California Code of Regulations (14 CCR) §6552(q) which states "Vessel" includes every description of water craft, including non-displacement craft and seaplanes, used or capable of being used a means of transportation on water
- 1.4 "CAMP UNIT" means each vehicle, recreational vehicle, travel trailer, camper or vessel trailer entering the park for the purposes of camping or recreational use.
- 1.5 "Citee" means a person who is being cited.
- 1.6 "CLOSED AREA" means an area fenced, barricaded or signed as an area of the park that is closed to public access for any reason.
- 1.7 "DEPARTMENT" means the Recreation Division of United and its Park and Recreation Manager and Park Rangers. These individuals are sometimes collectively hereafter referred to as "Department Personnel."
- 1.8 "EXOTIC ANIMAL" a rare or unusual animal pet, or an animal kept within human households which is generally thought of as a wild species not typically kept as a pet.

- 1.9 "FLOAT TUBE" means an inflatable tube specifically designed for fishing.
- 1.10 "GENERAL MANAGER" means the General Manager of United.
- 1.11 "HORSE" means any member of the equine family.
- 1.12 "LAKE" means Lake Piru.
- 1.13 "LAKE PIRU" means the lake created by Santa Felicia Dam.
- 1.14 "LAKE PIRU RECREATION AREA" means the portion of United lands, including and adjacent to Lake Piru, used or planned for recreational use purposes and any other lands operated by United for recreational use, including the Blue Point Campground.
- 1.15 "LIVESTOCK" means any farm animal regarded as an asset.
- 1.16 "NOTICE TO APPEAR" A formal documented notice approved by the Judicial Council and issued by law enforcement personnel to persons arrested for any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance. When a person is not immediately taken before a magistrate, the arresting officer must prepare and issue a notice to appear.
- 1.17 "PARK" means Lake Piru Recreation Area.
- 1.18 "PARK AND RECREATION MANAGER" means the Park and Recreation Manager or the person acting in that capacity who is in charge of the Recreation Department of the District. The Park and Recreation Manager shall report to the General Manager or his or her designee ~~District's Chief Operations Officer~~. For purposes of this Ordinance, the District's Chief Park Ranger shall act as the Park and Recreation Manager.
- 1.19 "PARK RANGER" a Department employee of United at the Lake Piru Recreation Area as designated by the General Manager whom has been delegated limited peace officer authority pursuant to Penal Code Section 830.31(b) by the Board of Directors and whom under oath has been sworn into the position of Park Ranger.
- 1.20 "PERSONAL WATER CRAFT" For the purpose of this ordinance refer to the Definition noted in California Harbors and Navigation code HNC §651(s) which states "Personal watercraft" means a vessel 13 feet in length or less, propelled by machinery, that is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.
- 1.21 "SKI FLAG" For the purpose of this ordinance refer to the Definition noted in Title 14, California Code of Regulations (14 CCR) §7009 which states

- (a) A red or orange flag measuring no less than 12 inches on each side, in the shape of a square or rectangle, mounted or displayed in such a manner as to be visible from every direction shall be known as a ski flag.
- (b) The use of this flag will not be construed as conferring any rights or privileges on its users, and its display will not be construed in itself as restricting the use of the water in the vicinity of the vessel displaying the flag.
- (c) Operators of vessels will, however, exercise precaution commensurate with conditions indicated.
- (d) The ski flag shall be displayed when one or more of the following conditions exists.
 - (1) A downed skier.
 - (2) A skier in the water preparing to ski.
 - (3) A ski line extended from the vessel.
 - (4) A ski in the water in the vicinity of the vessel. The ski flag shall not be displayed at any other time.

- 1.22 “SKIERS” means any person engaged in recreational watersports in which one or more persons are towed behind or alongside a vessel or caused to be propelled or planed across the water via a tow line.
- 1.23 “SPECIAL EVENT” means any activity outside of the day to day activities offered by the facility to include filming, races, music festivals, wine and beer festivals, car shows fishing tournaments, fishing derby, weddings, family reunions and any other recreational activity hosted by a private entity.
- 1.24 “SPECIAL USE AREA” means the boundary beginning at the 5 mph buoys in the main marina, extending north to the Narrows at the north end of the lake and extending east from the western shoreline approximately 150 feet off shore. At the discretion of the Park and Recreation Manager, the boundary of the special use area may be extended from time to time to include an area south from the marina, within 150 feet of the shore to the Santa Felicia Dam and within 150 feet of the base of the dam moving east to the designated whitewater vessel take-out point at the east end of the dam for those whitewater vessels having been granted advance permission from the District to enter this area for the purpose of whitewater vessel portage over Santa Felicia Dam.
- 1.25 “BATHER OR BATHING” For the purpose of the this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651.1 which states “bather” or “bathing” means a person floating, swimming wading, or bodysurfing, with or without the use of a flotation device, including, but not limited to, floating upon or with the aid of a surfboard, paddle board, surf mat, inner tube, life preserver, or air mattress, except a flotation device which is designed to be propelled by sail, mechanical means, power, oars, or paddle.

- 1.26 "UNITED" or "DISTRICT" or "UWCD" means the United Water Conservation District.

2. GENERAL

- 2.1 Powers granted to the Department or its personnel pursuant to this Ordinance shall be construed as powers delegated by the Board to the General Manager, thereafter redelegated by the General Manager to the Chief Park Ranger ~~Chief Operations Officer, thereafter redelegated to the~~ or the position serving as the Park and Recreation Manager, and thereafter redelegated by the Park and Recreation Manager to the Park Rangers, as deemed appropriate.
- 2.1.1 Public Safety ~~within the on~~-District's ~~Lake Piru boundaries properties~~ shall be enforced and maintained by the Park Ranger's and their support staff.
- 2.1.2 On District ~~Within the District's Lake Piru boundaries proprties~~ and only when on duty, Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.31 (b) and California Water Code 74652.
- 2.2 Park Rangers are authorized to enforce ~~on within~~ District properties ~~the Park:~~ (a) the provisions of this Ordinance and any amendment(s) thereto; (b) all recreation and park rules and policies adopted and approved by the Board; and (c) the laws of the State of California including but not limited state laws and regulations pertaining to Fish and Game Code, (d) California State boating Law, (e) The California Administrative Code Title 14 and the California Water Code. Park Rangers are authorized to issue administrative penalty citations for violations of this Ordinance and any amendments(s) thereto, in accordance with Government Code section 53069.4. Park Rangers are not authorized to enforce this Ordinance or state laws and regulations outside of District boundaries ~~the Park and or on properties not belonging to the District-~~
- 2.2.1 Any person who resists, delays, obstructs, threatens, harms or attempts to intimidate a Park Ranger in the discharge of his/her duties shall be subject to criminal prosecution pursuant to the California Penal Code.
- 2.3 Pursuant to Water Code Section 74652, violations of the provisions of this ordinance relating to vehicle or vessel speed limits, defacement of park property, the use, possession or discharge of firearms as provided in Section 5.6(h) of this Ordinance, the possession or use of weapons or fireworks, the creation of fire hazards, being under the influence or possession of intoxicating beverages or dangerous drugs, or remaining on, or reentering the park without fully complying with all District rules and regulations or after a Park Ranger has

specifically withdrawn consent to utilize park facilities shall be misdemeanors. Violations of any other provisions of this ordinance are infractions.

- 2.3.1. A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation of the same ordinance within one year; and five hundred dollars (\$500) for each additional violation of the same ordinance within one year. In accordance with Water Code section 74652, a violation of this Ordinance which is a misdemeanor shall be punishable by a fine not to exceed five hundred dollars (\$500), or imprisonment in the county jail not to exceed 30 days, or by both that fine and imprisonment. Any violation or threatened violation of this Ordinance may also be enjoined by civil action. Fines may be imposed and collected pursuant to Section 6 of this Ordinance.
- 2.3.2 When any person is issued a Notice of Violation, the person issuing the Notice of Violation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offense. The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance pursuant to Section 6 of this Ordinance.
- 2.3.3 All other violations of state laws and regulations shall be punishable by a fine approved by the state of California and as administered and processed by the Ventura County Superior Court judicial system. Such violations shall be processed as “Notices to Appear” and will be directly filed with the County Superior Court. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a “Notice to Appear” is issued by an arresting officer, are subject to arrest and punishment by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.
- 2.4 Department personnel are authorized to revoke any park permit and to expel any person from the Park for violation of any applicable law, ordinance, rule or regulation. This includes refusal to present, upon request, a valid identification document with proof of age. Park permit fees will not be reimbursed if any park permit is revoked.
- 2.5 The Park and Recreation Manager is authorized to direct the visiting public in its use of the Park according to statutes, ordinances, rules and regulations applicable to the Park. In the event of fire or other emergency, and notwithstanding any other provisions of this Ordinance, Department Personnel may direct the public as conditions may require to expedite vehicle or vessel~~ing~~ traffic, or the launching or removal of vessels, or to insure safety of the persons in the Park, to insure against pollution of the Lake, or to protect property and facilities in the Park.

- 2.6 It is unlawful to willfully fail to refuse to comply with any lawful order, signal or direction of any Department Personnel or to refuse to submit to any lawful inspection under this Ordinance.
- 2.7 It is unlawful to create a breach of the peace at any time by violent, obscene, abusive, loud, boisterous, vulgar, lewd, wanton or otherwise disorderly conduct.
- 2.8 It is unlawful to create unreasonable noise at any time by the operation of any sound amplifying equipment and power generation devices in a manner that disturbs others.
- 2.9 It is unlawful for any person to solicit, sell, hawk or peddle any goods, wares, merchandise, liquids or edibles or distribute circulars in the Lake Piru Recreation Area without written authorization of the General Manager.
- 2.10 It is unlawful to land any aircraft on Lake Piru without written authorization of the General Manager.
- 2.11 With the exception of any activities authorized by the District's swimming policy, it is unlawful to dive or engage in any underwater activity in Lake Piru without first obtaining the written approval of the Park and Recreation Manager.
- 2.12 Department Personnel shall have the authority to cause to be towed, removed or disposed of any property in the Park at the owner's expense when it has been left without written authorization of Department Personnel, becomes a navigational or safety hazard, has or may potentially introduce pollution in the Lake (this includes, but is not limited to, submerged vessels), or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law. Submerged and sunken vessels must be removed from the Lake at the owner's expense within 24 hours of sinking.
- 2.13 The General Manager may make variances to this Ordinance as approved by the Board of Directors. The variances will apply only for the time specified. The variances will be on file in the Lake Piru Recreation Area while they are in effect.
- 2.14 Camping and vessel~~ing~~ permits will only be issued to individuals eighteen (18) years of age and older with proper identification. Minors may be issued permits with appropriate written consent from a parent or legal guardian at the sole discretion of General Manager.
- 2.15 It shall be unlawful for any person or persons to engage in any commercial activity within the Park, including commercial film production, and/or to host any special event except as authorized in writing by the General Manager and the Chief Park Ranger.
- 2.16 It is unlawful for any person within the Park to appear, bathe, sunbathe, walk, change clothes, disrobe or be on a beach or waters adjacent thereto in such manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks,

natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view or is not covered by an opaque covering, except in those portions of a comfort station, if any, expressly set aside for such purpose. This section shall not apply to: (a) children under the age of ten (10) years, (b) any live theatrical performance in a theater, auditorium, hall or similar building devoted to theatrical performances located on public land, or a film production where a special event permit is approved by the General Manager; and (c) any act prohibited, or the prohibition of which is preempted, by any provision of state law.

3. PUBLIC USE FEES

- 3.1 Public use fees for entering into and use of various Park facilities shall be established by resolution of the Board.
- 3.2 It shall be unlawful for any person to enter, use or occupy any portion of the Park for which a public use fee has been established by the Board without paying such fee, except for persons authorized by the General Manager or the Park and Recreation Manager for administrative reasons. Any such violation may be enforced by administrative citation pursuant to this ordinance and/or pursuant to California Penal Code Section 602.
- 3.3 Annual vessel and vehicle permits shall be issued to specific vessels and vehicles and may be transferred only in the event of transfer or sale of the vessel or vehicle to a new owner upon application to the Department and upon receipt of the payment of a transfer fee. Annual vessel permits are not transferable between vessels in the event the owner has more than one vessel.
- 3.4 Payment of fees shall be made in cash, money order, credit cards, traveler's checks or such other methods of payment approved by the Board.
- 3.5 At the discretion of the General Manager, United or its authorized agent(s) may proceed to sue for delinquent fees in any court of competent jurisdiction or take any other legal proper steps to effect collection.
- 3.6 Annual permits shall be valid for the remainder of the calendar year in which issued, terminating December 31 of the year in question unless revoked for cause. If an annual permit is revoked for cause, permit fees paid will not be reimbursed.
- 3.7 Concession vessels shall not be required to obtain vessel permits but shall be subject to all other rules and regulations herein, including all applicable state laws and regulations.
- 3.8 The Department may take possession of any certificate, card, permit or decal issued hereunder which may have been issued unlawfully or erroneously or

which have been revoked, cancelled or suspended. Any associated fees paid will not be reimbursed.

- 3.9 Camping and vehicle permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.

4. SCHEDULE OF OPERATION

- 4.1 The schedule of operation for the Park shall be established by the Board.
- 4.2 The General Manager is authorized to restrict the public use of the Park by closing the Park or any Park areas, including, but not limited to, Lake Piru, or any of the Park's facilities by restricting the hours of operation for good and sufficient reason, including, but not limited to, the following:
- 4.2(a) Sanitary protection of the watershed.
 - 4.2(b) Fire suppression or prevention.
 - 4.2(c) Construction or maintenance.
 - 4.2(d) Dangerous or unsafe conditions.
 - 4.2(e) To prevent damage to the Park or its facilities.
 - 4.2(f) Conservation of fish and game.
 - 4.2(g) Special events and activities.

5. RULES AND REGULATIONS

- 5.1 Sanitary Regulations - It shall be unlawful for any person within the Park:
- 5.1(a) To allow any animal or pet under that person's supervision to be in the Park unless controlled by a leash not exceeding eight feet in length, or to allow any animal to molest or inconvenience any occupant of the Park or to abandon any animal in the Park.
 - 5.1(a)(1) To have or to permit any animal under that person's supervision to have bodily contact with waters of the Lake.
 - 5.1(a)(2) To permit an animal under the person's supervision to remain outside any camp unit, or tent between the hours of 10:00 p.m. to 8:00 a.m.
 - 5.1(a)(3) To leave a pet enclosed in any camp unit at any time without the direct supervision of the pet owner or care giver.
 - 5.1(a)(4) To bring into the Park more than two animals or to have more than two animals per campsite.

- 5.1(b) To clean fish in the Park except at places designated by the Park and Recreation Manager.
- 5.1(c) To allow waste from a vessel to discharge into the Lake.
- 5.1(d) To urinate or defecate in public outside of facilities provided for that purpose.
- 5.1(e) To dispose of litter, trash, waste, garbage, debris, construction waste or any unwanted materials within the boundaries of Lake Piru Recreation Area that was not generated within the boundaries as a result of normal camping and day use activities.

5.2 Vessel Permits

- 5.2(a) It shall be unlawful for any person within the Park to have, use or operate any vessel which does not have a current Park vessel permit, does not have a current valid registration and license or is not insured.
- 5.2(b) Each vessel, prior to obtaining a Park vessel permit, shall meet the following standards:
 - 5.2(b)1 It shall not be used on the lake except with the express permission of United.
 - 5.2(b)2 Its physical condition and equipment shall comply with all federal and California state laws, regulations, and requirements.
 - 5.2(b)3 It shall be in a seaworthy, clean, dry and in a sanitary condition, capable of staying afloat fully loaded.
 - 5.2(b)4 It shall not possess a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no waste can be discharged into the Lake.
 - 5.2(b)5 Each vessel issued a permit hereunder shall be subject to re-inspection and reevaluation at any time the vessel is in or enters the park to ascertain whether such vessel is properly rated and complies with the rules and regulations for granting a vessel permit. Upon such inspection and evaluation, if any vessel is found not to meet the requirements of this ordinance, the Park and Recreation Manager may, in his or her discretion (1) reasonably refuse to issue a Park vessel permit and exclude such vessel from the lake, or (2) revoke the Park vessel permit for such vessel and order its immediate removal from the lake until the deficiency is corrected.
- 5.2(c) As a condition of granting a Park vessel permit, the Park and Recreation Manager may, in his or her discretion, specify the reasonable time; place and manner of usage of any vessel on the lake.

5.2(d) As a condition of granting a Park vessel permit, the Park and Recreation Manager, in his or her discretion, may require the owner, legal owner or registered owner (as those terms are defined in Harbors and Navigation Code section 651 or its successor) of any vessel to produce evidence of liability, collision or other insurance.

5.2(e) The Board finds that the provision of 5.2, 5.3 and 5.4 herein relate to sanitation and pollution control and other matters which the District is authorized to regulate pursuant to state law.

5.3 Vessel Regulations

Any person having, using or operating a vessel in the Lake Piru Recreational Area shall abide by the applicable section of the California State Boating Law, Title 14 of the California Code of Regulations, and the provisions of this Ordinance.

The Board may establish special use areas and prescribe rules and regulations for the use of such areas pursuant to California Harbors and Navigation Code section 660. It shall be a violation of this Ordinance for any person within the Park:

5.3(a) To operate a vessel within a prohibited area designated by marker on the lake or posted at the entrance to the Recreation Area or launch ramp.

5.3(b) To tie a vessel to, or mutilate, damage or move from position, any buoy or connecting line, chain or cable placed or installed on the lake.

5.3(c) To operate or navigate any commercial motor vessel while carrying passengers for hire without written authorization of the General Manager.

5.3(d) To launch any vessel except at an approved launching area designated by the General Manager.

5.3(e) To keep any vessel on shore overnight except in areas designated by United for that purpose.

5.3(f) To operate or occupy any vessel on the lake prior to or after the posted and designated hours of operation for the park, unless a special permit is issued by the Parks and Recreation Manager.

5.3(g) To water ski, aquaplane, tube, knee board, wake board or any similar activity within 100 feet of any navigation marker or shoreline.

5.3(h) To pull a kite or parachute without the written authorization of United.

5.3(i) To pull a water ski or aquaplane with a rope greater than 100 feet in length.

5.3(j) To pull more than two skiers at one time.

5.3(k) To operate any inflatable vessel unless it:

- (1) Possesses rigid floor and transom.
- (2) Possesses three or more air chambers.

5.3(l) To operate a float tube unless it:

- (1) Is specifically designed and being used exclusively for fishing and
- (2) Is in sound condition and
- (3) Is used when waders (or hip boots) are worn that are in sound condition and completely cover the immersed portion of an angler's body so that sustained, direct body contact with the water is prevented and
- (4) Is used only within 150 feet or less from the shoreline in areas designated as special use areas by the Park and Recreation Manager and
- (5) Is used while a U.S. Coast Guard approved PFD (Personal Flotation Device) is worn and
- (6) Is equipped with
 - (a) A readily available horn or whistle to warn approaching craft and
 - (b) At least 12 square inches of international orange material displayed at least 12 inches above the water line at all times.

5.3(m) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.3(a): A person shall not operate a motorboat, sailboat, or vessel, unless every person who is on board and who is under 13 years of age is wearing a United States Coast Guard-approved wearable personal flotation device that is used in accordance with approval labels and manufacturer's instructions while that motorboat, sailboat, or vessel is underway.

5.3(n) For a vessel owner or any person having a vessel in his/her charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such vessel under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.

5.3(o) To operate any vessel beyond the safe carrying capacity of such vessel.

5.3(p) To operate a vessel outside of the special use area that is less than 12 feet in length, does not possess a sail or a motor with a minimum of 3 horsepower or greater and does not have a minimum width of 42 inches, excepting

whitewater ~~vessellers~~-vessels who receive advance approval from the General Manager to portage over Santa Felicia Dam.

- 5.3(q) To operate a personal watercraft anywhere on the lake. Exceptions may be granted for rescue, patrol or filming purposes.
- 5.3(r) To operate a vessel without current and proper registration, and without proper display of registration including certificate of numbers or CF numbers.
- 5.3(s) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.5(a) Except as provided in subdivision (b), no person under 16 years of age shall operate a vessel powered by a motor of greater than 15 horsepower, except for a vessel that does not exceed 30 feet in length and is designed to use wind as its principal source of propulsion, or a dinghy used directly between a moored vessel and the shoreline or between a moored vessel and another moored vessel.
- 5.3(t) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.7(a): Failure of the operator of a vessel involved in towing a skier to display or cause to be displayed a ski flag, as described in subdivision (a) of Section 7009 of Title 14 of the California Code of Regulations, to indicate any of the following conditions, is an infraction punishable by a fine not exceeding fifteen dollars (\$15):
 - (1) A downed skier.
 - (2) A skier in the water preparing to ski.
 - (3) A ski line extended from the vessel.
 - (4) A ski in the water in the vicinity of the vessel.
- 5.3(u) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658(a): (a) No person shall operate a vessel on any waters for towing a person or persons on water skis, an aquaplane, or a similar device unless there is in the vessel a person at least 12 years of age, in addition to the operator, in a position to observe the progress of the persons being towed.

5.4 Vessel Speed Regulations

- 5.4(a) Except as otherwise provided herein, or posted at the lake, the maximum permissible speeds at which a vessel may be operated on the lake shall be

35 mph. Vessels in the main body of the lake must travel in a counter clockwise direction on the water.

- 5.4(b) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §660: (a) Any ordinance, law, regulation, or rule relating to vessels, which is adopted pursuant to provisions of law other than this chapter by any entity other than the department, including, but not limited to, any county, city, port authority, district, or any state agency other than the department, shall, notwithstanding any other provision of law, pertain only to time-of-day restrictions, speed zones, special-use areas, and sanitation and pollution control, and the measure shall not conflict with this chapter or the regulations adopted by the department. Except as provided in subdivision (c), any measure relating to boats or vessels adopted by any governmental entity other than the department shall be submitted to the
- 5.4(c) It shall be unlawful to operate a vessel in an area of the lake where the speed limit is over 10 miles per hour except in a counterclockwise pattern.
- 5.4(d) It shall be unlawful for any person to engage in a vessel regatta, race, tournament (fishing or racing) or exhibition in the lake without approval of United.
- 5.4(e) The Department is authorized to close the lake or portions thereof to boating for good and sufficient reasons including, but not limited to, the following:
 - A) Dangerous water or weather conditions.
 - B) Unsatisfactory ramp, parking or road conditions.
 - C) Construction or movement of ramp facilities.
 - D) Special events or activities.
- 5.5 Vehicle Regulations – Any person having, using or operating a motor vehicle, recreation vehicle or trailer in the Park shall abide by all applicable sections of the California Vehicle Code. It shall be unlawful for any person within the Park:
 - 5.5(a) To operate a motor vehicle except on designated roads and parking areas, unless otherwise directed by the Park and Recreation Manager.
 - 5.5(b) To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by United within the Park.
 - 5.5(c) To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.
 - 5.5(d) To park a vehicle in other than a designated parking area or to park or leave parked a vehicle in a parking lot prior to or after the posted hours of operation for the Park, except with written authorization of United. Vehicles

parked in unauthorized areas will be towed away at the owner's expense and are subject to citation.

- 5.5(e) To drive a vehicle in a careless or reckless fashion so as to endanger the vehicle, its occupants or any person, equipment, facilities or property.
- 5.5(f) To operate a motor vehicle in the Park without a valid driver's license.
- 5.5(g) The Park and Recreation Manager is authorized to close any Park road or reduce the speed limit on any such road for good and sufficient reasons including, but not limited to, the following:
 - A) Construction or maintenance of facilities.
 - B) Dangerous road conditions.
 - C) Special events and activities.
- 5.5(h) To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed which endangers the safety of persons or property.
- 5.5(i) In the absence of written consent from the Park and Recreation Manager, to abandon or leave unattended, for a period of more than 7 days, a vehicle, camp unit or vessel within the Park. Such vehicle, camp unit or vessel shall thereafter be towed at the owner's expense. Owner shall pay District all applicable towing and storage expenses prior to release of the property.
- 5.5(j) To operate a motor vehicle within the boundaries of the Lake Piru Recreation Area without evidence of financial responsibility (insurance).
- 5.5(k) To operate any gas or electrical powered device including but not limited to pocket bikes, scooters, mopeds, engine powered bicycle, off-road motorcycle, UTV, Side by Side, golf cart or other device which cannot be licensed for use on California public roadways and or that is not designed for use by a person with disability.

5.6 Conservation - It shall be unlawful for any person within the Park:

- 5.6(a) To cut, pick, mutilate or destroy any vegetation, except when authorized in writing by the Department.
- 5.6(b) To pick up, collect, or utilize downed or dead wood within the Park as firewood.
- 5.6(c) To remove soil or rock(s), except when authorized in writing by the Department.

- 5.6(d) To throw, place or otherwise dispose of any burning material except into authorized fire pits.
- 5.6(e) To possess or set off any fireworks or other explosives.
- 5.6(f) To build, ignite or utilize fires except in fire pits, stoves or other facilities designed to contain said fires, or as otherwise authorized in Section 5.11(c).
- 5.6(g) To leave any fire unattended or to fail to put out a fire prior to departure.
- 5.6(h) To molest, injure or kill any animal or bird, or to allow any child or animal under the person's supervision to molest, injure or kill any animal or bird, except that controlled hunting may be authorized by resolution of the Board.
- 5.6(i) To use or possess any firearm or other weapon, including air guns and pellet type guns, paintball guns, slingshots, and air-soft weapons, with exceptions made for law enforcement personnel, land owners crossing District property on designated roadways to access personal property, or hunters crossing District property during hunting season, so long as all laws applicable to firearms are adhered to, or except as may otherwise be authorized in writing by the General Manager.
- 5.6(j) To fish prior to or after the posted hours of operation for the Park except as may be authorized in writing by the Park and Recreation Manager.
- 5.6(k) To operate a motorized remote controlled model airplane, rocket, drone, helicopter, car, vessel or similar device.
- 5.6(l) To receive, bring or cause to be brought into the Recreation Area any fish, crustacean, amphibian or aquatic plant from any place for the purpose of propagation or use as fish bait.
- 5.6(m) To use a loudspeaker, public address system, or amplifier without written authorization from the Park and Recreation Manager.
- 5.6(n) To hunt on District property. Such acts shall be considered trespassing.
- 5.6(o) To launch any vessel on the water of Lake Piru that has not successfully passed an invasive species vessel inspection at the Park's entry area.
- 5.7(p) To leave Recreation Area with any vessel, personal water craft, aquaplane, or float tube that has not been cleaned, drained and dried in a manner specified by the District, and successfully passed an invasive species (including but not limited to quagga mussels) vessel inspection, at the Park's entry area
- 5.6(q) For any person 16 years of age or older to take any kind of fish, mollusk, invertebrate, amphibian or crustacean without a valid fishing license issued

by the State of California, or to violate the terms of such license in any manner.

5.7 Closed Areas

It shall be unlawful for any person to enter any area of the Park which is posted by the Park and Recreation Manager against entry or is designated as closed.

5.7.1 The District's General Manager may elect to close and or authorize the Chief Park Ranger to close areas of the park for the purpose hosting special events, for public safety concerns and or for maintenance activities.

5.8 Equestrians, Livestock & Exotic Animals

It shall be unlawful for any person to bring a horse, livestock or exotic animal into the Park without the written authorization of the Park and Recreation Manager.

5.9 Camping - It shall be unlawful for any person within the Park:

5.9(a) To occupy a campground or campsite without first obtaining a camping permit.

5.9(b) To cause any noise which extends beyond individual campsites during "quiet time" which is from 10:00 p.m. to 8:00 a.m.

5.9(c) To visit or allow visitors in the campground except from 8:00 a.m. to 10:00 p.m. if such visitors have not paid the appropriate camping fees. Such visitors shall not cause the number of individuals at a single campsite to exceed eight (8) persons.

5.9(d) To operate power generation equipment between 10:00 p.m. to 8:00 a.m.

5.9(e) To use electrical power or connect to any water faucet or sewage disposal facility in the Park except in areas authorized by the Department with payment of appropriate fees for such use.

5.9(f) To occupy a campsite for other than recreational camping purposes, unless the occupant has entered into a long term stay agreement or work camper agreement reviewed and approved by the Park and Recreation Manager.

5.9(g) Unless otherwise subject to an agreement pursuant to Section 5.9(f), to occupy a campsite for more than:

1. 14 consecutive days from April 1 to September 30 of any calendar year,
2. 30 consecutive days from October 1 to November 30, and from March 1 to March 30 of any calendar year, and
3. 90 consecutive days during the time period from December 1 to February 28.

4. Notwithstanding these limits, the General Manager may, under extenuating circumstances, authorize longer periods of occupation if sufficient campsites are available.
- 5.9(h) To occupy any campsite within 48 hours after vacating any campsite.
- 5.9(i) To bring a vehicle into the campgrounds without first paying the appropriate use fee unless the driver of the vehicle has obtained a day use pass and is visiting another person legally occupying a campsite within the campgrounds, except that members of an immediate family may join a camping unit if they occupy the same camping unit and first pay the extra vehicle camping fee.
- 5.9(j) To allow more than two camp units in any one campsite. At the Parks and Recreation Manager's sole discretion, a campsite may be restricted to only one camp unit if it is determined that a second vehicle impedes campground access of park visitors and public safety vehicles and may create unsafe conditions.
- 5.9(k) To occupy a campsite with more than eight (8) people unless authorized to do so by United.
- 5.9(l) To occupy a campsite without first paying all required fees.
- 5.9(m) To erect ropes, hammocks or other barriers outside a campsite.
- 5.9(n) To remain in any campsite after 2:00 p.m. on the day scheduled to be vacated.
- 5.9(o) To occupy any campsite without first obtaining and posting on the camp post the required camping permit.
- 5.9(q) To occupy more than one campsite without first paying the appropriate permit fees regardless of whether there are vacant campsites available.
- 5.9(r) To fail to have at least one person occupying a campsite during the first night camping equipment has been set up without first obtaining permission of the Recreation Department.
- 5.9(s) To camp in any area other than those campgrounds or campsites designated as such by the District,
- 5.10 Alcoholic Beverage Free Areas - It shall be unlawful for any person within the park to possess or consume any alcoholic beverage in alcoholic beverage free areas without an alcohol permit in accordance with the District's Alcohol Policy for the Park.
- 5.11 Swimming And Wading - It shall be unlawful for any person within the Park:

- 5.11(a) To possess glass containers in any designated beach and swimming area.
- 5.11(b) To bring or allow a pet to be brought into any designated beach and swimming area.
- 5.11(c) To light a fire in any designated beach and swimming area with the exception of a fire within an affixed barbeque grill provided by United for the purpose of cooking.
- 5.11(d) To leave any child under ten (10) years of age unattended by a responsible adult at least 18 (eighteen) years old in any designated beach and swimming area.
- 5.11(e) To camp overnight at any designated beach and swimming area.
- 5.11(f) To wade or swim in the waters of the Lake except within a designated swimming area, when engaged in waterskiing or aquaplaning, or walking to or from an appropriately beached vessel, in accordance with the District's swim policy.
- 5.11(g) To dispose of or leave behind any trash, litter, debris or unwanted material at any designated swim area.
- 5.11(h) To operate or park a motor vehicle at or within any designated swim area.

6. **ADMINISTRATIVE PENALTY PROCEDURES**

- 6.1 This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must present to the Park and Recreation Manager a preliminary review request form, a copy of the citation and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the Park and Recreation Manager or designee. The reviewer shall not be the Park Ranger who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full amount of the fine, the District shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District shall notify the Citee of the date of the hearing.

A Hearing Officer will be appointed by the District to conduct, consider and decide administrative hearing. Prior to being appointed, a hearing officer must be first designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the Citee or the District designated representative. All continuance requests shall be made by a written request received by the District at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the Park Ranger nor any other District representative shall be compelled to attend the hearing. Any such appearance or submission may be made at the discretion of the Park Ranger.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation set forth in the citation. Any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

6.2 Administrative Penalty Citations

Upon determining that a provision of this Ordinance has been violated, a Park Ranger has the authority to issue a civil penalty citation. A citation may be issued for violation of one or more ordinance sections and for one or more days on which a violation exists. Each ordinance violation shall constitute a separate violation and be subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Citee;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Park Ranger;
11. Date the citation is served;
12. A distinct citation number.

A Park Ranger may personally deliver the citation to the Citee, or may mail the citation by first class mail to the Citee's last known address.

6.3 Payment of Administrative Penalties

The Board of Directors shall approve by resolution a penalty fee schedule to establish the amount of the civil penalties for violating provisions of District ordinances. Penalties are due on the day the citation is issued.

Penalties shall be paid to the District within 35 days of the due date. Penalties not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a penalty shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but

not limited to issuing additional civil penalty citations or filing a criminal complaint.

7. NOTICE TO APPEAR CITATIONS

Upon determining any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance not included within this ordinance but deemed to be a violation of state law or regulation, Park Rangers have the authority to issue a “Notice to Appear” pursuant to the authority granted to them under California Penal Code Section 830.31(b). All Such violations shall be directly filed with the Ventura County Superior court and processed by the judicial authority of the Ventura County Superior court.

A “Notice to Appear” citation may be issued for violation of one or more laws or regulations. Each violation shall constitute a separate violation and be subject to a separate penalty. Any such citations issued by an arrested officer, or in the case of the ordinance a Park Ranger employed by the District, shall be completed in accordance with the California Judicial Council’s TR-INST Notice to Appear and related forms and guidelines and as required under the California Penal Code.

Violations processed as “Notices to Appear” and directly filed with the County Superior Court may result in a person’s privileges to the Lake Piru Recreation Area being revoked for a period of up to three (3) years. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a “Notice to Appear” is issued by an arresting officer, may be arrested and punished by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.

8. CONSTITUTIONALITY

If any competent court shall find any portion of this ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

9. REPEAL OF PREVIOUSLY ADOPTED RULES AND REGULATIONS

This ordinance supersedes and repeals all previous Board adopted Rules and Regulations for the Lake Piru Recreation Area, including but not limited to any prior versions of United Water Conservation District Ordinance No. 15.

10. EFFECTIVE DATE

In accordance with Water Code Section 74651 and Harbors and Navigation Code Section 660, this ordinance shall become effective on April 10, 2019.

PASSED AND ADOPTED THIS 10th DAY OF April 2019.

President
UNITED WATER CONSERVATION
DISTRICT

ATTEST:

Secretary
UNITED WATER CONSERVATION
DISTRICT

UNITED WATER CONSERVATION DISTRICT
AMENDED AND RESTATED ORDINANCE NO. 15, ESTABLISHING RULES
AND REGULATIONS FOR
PUBLIC USE OF THE LAKE PIRU RECREATION AREA

The Board of Directors of United Water Conservation District hereby adopts Amended and Restated Ordinance No. 15 establishing the Rules and Regulations for Public Use of the Lake Piru Recreation Area, and therefore ordains as follows:

The following rules and regulations shall govern the public use of the Lake Piru Recreation Area:

1. DEFINITIONS - As used in this document:

- 1.1 "AQUAPLANE" For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651(ab) which states "Water skis, an aquaplane, or a similar device" includes all forms of water skiing, barefoot skiing, skiing on skim boards, knee boards, or other contrivances, parasailing, ski kiting, or any activity where a person is towed behind or alongside a boat.
- 1.2 "BOARD" means the Board of Directors of United.
- 1.3 "VESSEL" For the purpose of this ordinance refer to the definition noted in Title 14, California Code of Regulations (14 CCR) §6552(q) which states "Vessel" includes every description of water craft, including non-displacement craft and seaplanes, used or capable of being used a means of transportation on water
- 1.4 "CAMP UNIT" means each vehicle, recreational vehicle, travel trailer, camper or vessel trailer entering the park for the purposes of camping or recreational use.
- 1.5 "Citee" means a person who is being cited.
- 1.6 "CLOSED AREA" means an area fenced, barricaded or signed as an area of the park that is closed to public access for any reason.
- 1.7 "DEPARTMENT" means the Recreation Division of United and its Park and Recreation Manager and Park Rangers. These individuals are sometimes collectively hereafter referred to as "Department Personnel."
- 1.8 "EXOTIC ANIMAL" a rare or unusual animal pet, or an animal kept within human households which is generally thought of as a wild species not typically kept as a pet.

- 1.9 "FLOAT TUBE" means an inflatable tube specifically designed for fishing.
- 1.10 "GENERAL MANAGER" means the General Manager of United.
- 1.11 "HORSE" means any member of the equine family.
- 1.12 "LAKE" means Lake Piru.
- 1.13 "LAKE PIRU" means the lake created by Santa Felicia Dam.
- 1.14 "LAKE PIRU RECREATION AREA" means the portion of United lands, including and adjacent to Lake Piru, used or planned for recreational use purposes and any other lands operated by United for recreational use, including the Blue Point Campground.
- 1.15 "LIVESTOCK" means any farm animal regarded as an asset.
- 1.16 "NOTICE TO APPEAR" A formal documented notice approved by the Judicial Council and issued by law enforcement personnel to persons arrested for any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance. When a person is not immediately taken before a magistrate, the arresting officer must prepare and issue a notice to appear.
- 1.17 "PARK" means Lake Piru Recreation Area.
- 1.18 "PARK AND RECREATION MANAGER" means the Park and Recreation Manager or the person acting in that capacity who is in charge of the Recreation Department of the District. The Park and Recreation Manager shall report to the General Manager or his or her designee ~~District's Chief Operations Officer~~. For purposes of this Ordinance, the District's Chief Park Ranger shall act as the Park and Recreation Manager.
- 1.19 "PARK RANGER" a Department employee of United at the Lake Piru Recreation Area as designated by the General Manager whom has been delegated limited peace officer authority pursuant to Penal Code Section 830.31(b) by the Board of Directors and whom under oath has been sworn into the position of Park Ranger.
- 1.20 "PERSONAL WATER CRAFT" For the purpose of this ordinance refer to the Definition noted in California Harbors and Navigation code HNC §651(s) which states "Personal watercraft" means a vessel 13 feet in length or less, propelled by machinery, that is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.
- 1.21 "SKI FLAG" For the purpose of this ordinance refer to the Definition noted in Title 14, California Code of Regulations (14 CCR) §7009 which states

- (a) A red or orange flag measuring no less than 12 inches on each side, in the shape of a square or rectangle, mounted or displayed in such a manner as to be visible from every direction shall be known as a ski flag.
- (b) The use of this flag will not be construed as conferring any rights or privileges on its users, and its display will not be construed in itself as restricting the use of the water in the vicinity of the vessel displaying the flag.
- (c) Operators of vessels will, however, exercise precaution commensurate with conditions indicated.
- (d) The ski flag shall be displayed when one or more of the following conditions exists.
 - (1) A downed skier.
 - (2) A skier in the water preparing to ski.
 - (3) A ski line extended from the vessel.
 - (4) A ski in the water in the vicinity of the vessel. The ski flag shall not be displayed at any other time.

- 1.22 “SKIER” means any person engaged in recreational watersports in which one or more persons are towed behind or alongside a vessel or caused to be propelled or planed across the water via a tow line.
- 1.23 “SPECIAL EVENT” means any activity outside of the day to day activities offered by the facility to include filming, races, music festivals, wine and beer festivals, car shows fishing tournaments, fishing derby, weddings, family reunions and any other recreational activity hosted by a private entity.
- 1.24 “SPECIAL USE AREA” means the boundary beginning at the 5 mph buoys in the main marina, extending north to the Narrows at the north end of the lake and extending east from the western shoreline approximately 150 feet off shore. At the discretion of the Park and Recreation Manager, the boundary of the special use area may be extended from time to time to include an area south from the marina, within 150 feet of the shore to the Santa Felicia Dam and within 150 feet of the base of the dam moving east to the designated whitewater vessel take-out point at the east end of the dam for those whitewater vessels having been granted advance permission from the District to enter this area for the purpose of whitewater vessel portage over Santa Felicia Dam.
- 1.25 “BATHER OR BATHING” For the purpose of the this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §651.1 which states “bather” or “bathing” means a person floating, swimming wading, or bodysurfing, with or without the use of a flotation device, including, but not limited to, floating upon or with the aid of a surfboard, paddle board, surf mat, inner tube, life preserver, or air mattress, except a flotation device which is designed to be propelled by sail, mechanical means, power, oars, or paddle.

- 1.26 "UNITED" or "DISTRICT" or "UWCD" means the United Water Conservation District.

2. GENERAL

- 2.1 Powers granted to the Department or its personnel pursuant to this Ordinance shall be construed as powers delegated by the Board to the General Manager, thereafter redelegated by the General Manager to the Chief Park Ranger or the position serving as the Park and Recreation Manager, and thereafter redelegated by the Park and Recreation Manager to the Park Rangers, as deemed appropriate.
- 2.1.1 Public Safety on District properties shall be enforced and maintained by the Park Ranger's and their support staff.
- 2.1.2 On District properties and only when on duty, Park Rangers shall have peace officer status in accordance with State of California Penal Code Section 830.31 (b) and California Water Code 74652.
- 2.2 Park Rangers are authorized to enforce on District properties (a) the provisions of this Ordinance and any amendment(s) thereto; (b) all recreation and park rules and policies adopted and approved by the Board; and (c) the laws of the State of California including but not limited state laws and regulations pertaining to Fish and Game Code, (d) California State boating Law, (e) The California Administrative Code Title 14 and the California Water Code. Park Rangers are authorized to issue administrative penalty citations for violations of this Ordinance and any amendments(s) thereto, in accordance with Government Code section 53069.4. Park Rangers are not authorized to enforce this Ordinance or state laws and regulations outside of District boundaries ~~the~~ **Park** and or on properties not belonging to the District
- 2.2.1 Any person who resists, delays, obstructs, threatens, harms or attempts to intimidate a Park Ranger in the discharge of his/her duties shall be subject to criminal prosecution pursuant to the California Penal Code.
- 2.3 Pursuant to Water Code Section 74652, violations of the provisions of this ordinance relating to vehicle or vessel speed limits, defacement of park property, the use, possession or discharge of firearms as provided in Section 5.6(h) of this Ordinance, the possession or use of weapons or fireworks, the creation of fire hazards, being under the influence or possession of intoxicating beverages or dangerous drugs, or remaining on, or reentering the park without fully complying with all District rules and regulations or after a Park Ranger has specifically withdrawn consent to utilize park facilities shall be misdemeanors. Violations of any other provisions of this ordinance are infractions.

- 2.3.1. A violation of this Ordinance which is an infraction shall be punishable by a fine not to exceed one hundred dollars (\$100) for a first violation, two hundred dollars (\$200) for a second violation of the same ordinance within one year; and five hundred dollars (\$500) for each additional violation of the same ordinance within one year. In accordance with Water Code section 74652, a violation of this Ordinance which is a misdemeanor shall be punishable by a fine not to exceed five hundred dollars (\$500), or imprisonment in the county jail not to exceed 30 days, or by both that fine and imprisonment. Any violation or threatened violation of this Ordinance may also be enjoined by civil action. Fines may be imposed and collected pursuant to Section 6 of this Ordinance.
- 2.3.2 When any person is issued a Notice of Violation, the person issuing the Notice of Violation shall prepare, in triplicate, a written Notice of Violation, containing the name and address of the person violating the Ordinance, the offense charged, and the fine as approved by the Board of Directors for such offence. The fine specified in the Notice of Violation must be paid to the District within thirty (30) days of issuance pursuant to Section 6 of this Ordinance.
- 2.3.3 All other violations of state laws and regulations shall be punishable by a fine approved by the state of California and as administered and processed by the Ventura County Superior Court judicial system. Such violations shall be processed as “Notices to Appear” and will be directly filed with the County Superior Court. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a “Notice to Appear” is issued by an arresting officer, are subject to arrest and punishment by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.
- 2.4 Department personnel are authorized to revoke any park permit and to expel any person from the Park for violation of any applicable law, ordinance, rule or regulation. This includes refusal to present, upon request, a valid identification document with proof of age. Park permit fees will not be reimbursed if any park permit is revoked.
- 2.5 The Park and Recreation Manager is authorized to direct the visiting public in its use of the Park according to statutes, ordinances, rules and regulations applicable to the Park. In the event of fire or other emergency, and notwithstanding any other provisions of this Ordinance, Department Personnel may direct the public as conditions may require to expedite vehicle or vessel traffic, or the launching or removal of vessels, or to insure safety of the persons in the Park, to insure against pollution of the Lake, or to protect property and facilities in the Park.

- 2.6 It is unlawful to willfully fail to refuse to comply with any lawful order, signal or direction of any Department Personnel or to refuse to submit to any lawful inspection under this Ordinance.
- 2.7 It is unlawful to create a breach of the peace at any time by violent, obscene, abusive, loud, boisterous, vulgar, lewd, wanton or otherwise disorderly conduct.
- 2.8 It is unlawful to create unreasonable noise at any time by the operation of any sound amplifying equipment and power generation devices in a manner that disturbs others.
- 2.9 It is unlawful for any person to solicit, sell, hawk or peddle any goods, wares, merchandise, liquids or edibles or distribute circulars in the Lake Piru Recreation Area without written authorization of the General Manager.
- 2.10 It is unlawful to land any aircraft on Lake Piru without written authorization of the General Manager.
- 2.11 With the exception of any activities authorized by the District's swimming policy, it is unlawful to dive or engage in any underwater activity in Lake Piru without first obtaining the written approval of the Park and Recreation Manager.
- 2.12 Department Personnel shall have the authority to cause to be towed, removed or disposed of any property in the Park at the owner's expense when it has been left without written authorization of Department Personnel, becomes a navigational or safety hazard, has or may potentially introduce pollution in the Lake (this includes, but is not limited to, submerged vessels), or when the permit of the person(s) leaving the property has expired or has been revoked for violation of any applicable law. Submerged and sunken vessels must be removed from the Lake at the owner's expense within 24 hours of sinking.
- 2.13 The General Manager may make variances to this Ordinance as approved by the Board of Directors. The variances will apply only for the time specified. The variances will be on file in the Lake Piru Recreation Area while they are in effect.
- 2.14 Camping and vessel permits will only be issued to individuals eighteen (18) years of age and older with proper identification. Minors may be issued permits with appropriate written consent from a parent or legal guardian at the sole discretion of General Manager.
- 2.15 It shall be unlawful for any person or persons to engage in any commercial activity within the Park, including commercial film production, and/or to host any special event except as authorized in writing by the General Manager and the Chief Park Ranger.
- 2.16 It is unlawful for any person within the Park to appear, bathe, sunbathe, walk, change clothes, disrobe or be on a beach or waters adjacent thereto in such manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks,

natal cleft, perineum, anus, anal region or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view or is not covered by an opaque covering, except in those portions of a comfort station, if any, expressly set aside for such purpose. This section shall not apply to: (a) children under the age of ten (10) years, (b) any live theatrical performance in a theater, auditorium, hall or similar building devoted to theatrical performances located on public land, or a film production where a special event permit is approved by the General Manager; and (c) any act prohibited, or the prohibition of which is preempted, by any provision of state law.

3. PUBLIC USE FEES

- 3.1 Public use fees for entering into and use of various Park facilities shall be established by resolution of the Board.
- 3.2 It shall be unlawful for any person to enter, use or occupy any portion of the Park for which a public use fee has been established by the Board without paying such fee, except for persons authorized by the General Manager or the Park and Recreation Manager for administrative reasons. Any such violation may be enforced by administrative citation pursuant to this ordinance and/or pursuant to California Penal Code Section 602.
- 3.3 Annual vessel and vehicle permits shall be issued to specific vessels and vehicles and may be transferred only in the event of transfer or sale of the vessel or vehicle to a new owner upon application to the Department and upon receipt of the payment of a transfer fee. Annual vessel permits are not transferable between vessels in the event the owner has more than one vessel.
- 3.4 Payment of fees shall be made in cash, money order, credit cards, traveler's checks or such other methods of payment approved by the Board.
- 3.5 At the discretion of the General Manager, United or its authorized agent(s) may proceed to sue for delinquent fees in any court of competent jurisdiction or take any other legal proper steps to effect collection.
- 3.6 Annual permits shall be valid for the remainder of the calendar year in which issued, terminating December 31 of the year in question unless revoked for cause. If an annual permit is revoked for cause, permit fees paid will not be reimbursed.
- 3.7 Concession vessels shall not be required to obtain vessel permits but shall be subject to all other rules and regulations herein, including all applicable state laws and regulations.
- 3.8 The Department may take possession of any certificate, card, permit or decal issued hereunder which may have been issued unlawfully or erroneously or

which have been revoked, cancelled or suspended. Any associated fees paid will not be reimbursed.

- 3.9 Camping and vehicle permits shall be affixed by the customer to the inside windshield of the vehicle viewable from the front side of the campsite.

4. SCHEDULE OF OPERATION

- 4.1 The schedule of operation for the Park shall be established by the Board.
- 4.2 The General Manager is authorized to restrict the public use of the Park by closing the Park or any Park areas, including, but not limited to, Lake Piru, or any of the Park's facilities by restricting the hours of operation for good and sufficient reason, including, but not limited to, the following:
- 4.2(a) Sanitary protection of the watershed.
 - 4.2(b) Fire suppression or prevention.
 - 4.2(c) Construction or maintenance.
 - 4.2(d) Dangerous or unsafe conditions.
 - 4.2(e) To prevent damage to the Park or its facilities.
 - 4.2(f) Conservation of fish and game.
 - 4.2(g) Special events and activities.

5. RULES AND REGULATIONS

- 5.1 Sanitary Regulations - It shall be unlawful for any person within the Park:
- 5.1(a) To allow any animal or pet under that person's supervision to be in the Park unless controlled by a leash not exceeding eight feet in length, or to allow any animal to molest or inconvenience any occupant of the Park or to abandon any animal in the Park.
 - 5.1(a)(1) To have or to permit any animal under that person's supervision to have bodily contact with waters of the Lake.
 - 5.1(a)(2) To permit an animal under the person's supervision to remain outside any camp unit, or tent between the hours of 10:00 p.m. to 8:00 a.m.
 - 5.1(a)(3) To leave a pet enclosed in any camp unit at any time without the direct supervision of the pet owner or care giver.
 - 5.1(a)(4) To bring into the Park more than two animals or to have more than two animals per campsite.

- 5.1(b) To clean fish in the Park except at places designated by the Park and Recreation Manager.
- 5.1(c) To allow waste from a vessel to discharge into the Lake.
- 5.1(d) To urinate or defecate in public outside of facilities provided for that purpose.
- 5.1(e) To dispose of litter, trash, waste, garbage, debris, construction waste or any unwanted materials within the boundaries of Lake Piru Recreation Area that was not generated within the boundaries as a result of normal camping and day use activities.

5.2 Vessel Permits

- 5.2(a) It shall be unlawful for any person within the Park to have, use or operate any vessel which does not have a current Park vessel permit, does not have a current valid registration and license or is not insured.
- 5.2(b) Each vessel, prior to obtaining a Park vessel permit, shall meet the following standards:
 - 5.2(b)1 It shall not be used on the lake except with the express permission of United.
 - 5.2(b)2 Its physical condition and equipment shall comply with all federal and California state laws, regulations, and requirements.
 - 5.2(b)3 It shall be in a seaworthy, clean, dry and in a sanitary condition, capable of staying afloat fully loaded.
 - 5.2(b)4 It shall not possess a holding tank or toilet unless such is sealed or otherwise rendered inoperable or designed so that no waste can be discharged into the Lake.
 - 5.2(b)5 Each vessel issued a permit hereunder shall be subject to re-inspection and reevaluation at any time the vessel is in or enters the park to ascertain whether such vessel is properly rated and complies with the rules and regulations for granting a vessel permit. Upon such inspection and evaluation, if any vessel is found not to meet the requirements of this ordinance, the Park and Recreation Manager may, in his or her discretion (1) reasonably refuse to issue a Park vessel permit and exclude such vessel from the lake, or (2) revoke the Park vessel permit for such vessel and order its immediate removal from the lake until the deficiency is corrected.
- 5.2(c) As a condition of granting a Park vessel permit, the Park and Recreation Manager may, in his or her discretion, specify the reasonable time; place and manner of usage of any vessel on the lake.

5.2(d) As a condition of granting a Park vessel permit, the Park and Recreation Manager, in his or her discretion, may require the owner, legal owner or registered owner (as those terms are defined in Harbors and Navigation Code section 651 or its successor) of any vessel to produce evidence of liability, collision or other insurance.

5.2(e) The Board finds that the provision of 5.2, 5.3 and 5.4 herein relate to sanitation and pollution control and other matters which the District is authorized to regulate pursuant to state law.

5.3 Vessel Regulations

Any person having, using or operating a vessel in the Lake Piru Recreational Area shall abide by the applicable section of the California State Boating Law, Title 14 of the California Code of Regulations, and the provisions of this Ordinance.

The Board may establish special use areas and prescribe rules and regulations for the use of such areas pursuant to California Harbors and Navigation Code section 660. It shall be a violation of this Ordinance for any person within the Park:

5.3(a) To operate a vessel within a prohibited area designated by marker on the lake or posted at the entrance to the Recreation Area or launch ramp.

5.3(b) To tie a vessel to, or mutilate, damage or move from position, any buoy or connecting line, chain or cable placed or installed on the lake.

5.3(c) To operate or navigate any commercial motor vessel while carrying passengers for hire without written authorization of the General Manager.

5.3(d) To launch any vessel except at an approved launching area designated by the General Manager.

5.3(e) To keep any vessel on shore overnight except in areas designated by United for that purpose.

5.3(f) To operate or occupy any vessel on the lake prior to or after the posted and designated hours of operation for the park, unless a special permit is issued by the Parks and Recreation Manager.

5.3(g) To water ski, aquaplane, tube, knee board, wake board or any similar activity within 100 feet of any navigation marker or shoreline.

5.3(h) To pull a kite or parachute without the written authorization of United.

5.3(i) To pull a water ski or aquaplane with a rope greater than 100 feet in length.

5.3(j) To pull more than two skiers at one time.

5.3(k) To operate any inflatable vessel unless it:

- (1) Possesses rigid floor and transom.
- (2) Possesses three or more air chambers.

5.3(l) To operate a float tube unless it:

- (1) Is specifically designed and being used exclusively for fishing and
- (2) Is in sound condition and
- (3) Is used when waders (or hip boots) are worn that are in sound condition and completely cover the immersed portion of an angler's body so that sustained, direct body contact with the water is prevented and
- (4) Is used only within 150 feet or less from the shoreline in areas designated as special use areas by the Park and Recreation Manager and
- (5) Is used while a U.S. Coast Guard approved PFD (Personal Flotation Device) is worn and
- (6) Is equipped with
 - (a) A readily available horn or whistle to warn approaching craft and
 - (b) At least 12 square inches of international orange material displayed at least 12 inches above the water line at all times.

5.3(m) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.3(a): A person shall not operate a motorboat, sailboat, or vessel, unless every person who is on board and who is under 13 years of age is wearing a United States Coast Guard-approved wearable personal flotation device that is used in accordance with approval labels and manufacturer's instructions while that motorboat, sailboat, or vessel is underway.

5.3(n) For a vessel owner or any person having a vessel in his/her charge or control to authorize or knowingly permit the same to be operated by any person who is incapable of operating such vessel under the prevailing circumstances for any reason, including, but not limited to inexperience or physical or mental disability.

5.3(o) To operate any vessel beyond the safe carrying capacity of such vessel.

5.3(p) To operate a vessel outside of the special use area that is less than 12 feet in length, does not possess a sail or a motor with a minimum of 3 horsepower or greater and does not have a minimum width of 42 inches, excepting

whitewater vessels who receive advance approval from the General Manager to portage over Santa Felicia Dam.

- 5.3(q) To operate a personal watercraft anywhere on the lake. Exceptions may be granted for rescue, patrol or filming purposes.
- 5.3(r) To operate a vessel without current and proper registration, and without proper display of registration including certificate of numbers or CF numbers.
- 5.3(s) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.5(a) Except as provided in subdivision (b), no person under 16 years of age shall operate a vessel powered by a motor of greater than 15 horsepower, except for a vessel that does not exceed 30 feet in length and is designed to use wind as its principal source of propulsion, or a dinghy used directly between a moored vessel and the shoreline or between a moored vessel and another moored vessel.
- 5.3(t) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658.7(a): Failure of the operator of a vessel involved in towing a skier to display or cause to be displayed a ski flag, as described in subdivision (a) of Section 7009 of Title 14 of the California Code of Regulations, to indicate any of the following conditions, is an infraction punishable by a fine not exceeding fifteen dollars (\$15):
 - (1) A downed skier.
 - (2) A skier in the water preparing to ski.
 - (3) A ski line extended from the vessel.
 - (4) A ski in the water in the vicinity of the vessel.
- 5.3(u) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §658(a): (a) No person shall operate a vessel on any waters for towing a person or persons on water skis, an aquaplane, or a similar device unless there is in the vessel a person at least 12 years of age, in addition to the operator, in a position to observe the progress of the persons being towed.

5.4 Vessel Speed Regulations

- 5.4(a) Except as otherwise provided herein, or posted at the lake, the maximum permissible speeds at which a vessel may be operated on the lake shall be

35 mph. Vessels in the main body of the lake must travel in a counter clockwise direction on the water.

- 5.4(b) For the purpose of this ordinance refer to the definition noted in California Harbors and Navigation Code HNC §660: (a) Any ordinance, law, regulation, or rule relating to vessels, which is adopted pursuant to provisions of law other than this chapter by any entity other than the department, including, but not limited to, any county, city, port authority, district, or any state agency other than the department, shall, notwithstanding any other provision of law, pertain only to time-of-day restrictions, speed zones, special-use areas, and sanitation and pollution control, and the measure shall not conflict with this chapter or the regulations adopted by the department. Except as provided in subdivision (c), any measure relating to boats or vessels adopted by any governmental entity other than the department shall be submitted to the
- 5.4(c) It shall be unlawful to operate a vessel in an area of the lake where the speed limit is over 10 miles per hour except in a counterclockwise pattern.
- 5.4(d) It shall be unlawful for any person to engage in a vessel regatta, race, tournament (fishing or racing) or exhibition in the lake without approval of United.
- 5.4(e) The Department is authorized to close the lake or portions thereof to boating for good and sufficient reasons including, but not limited to, the following:
 - A) Dangerous water or weather conditions.
 - B) Unsatisfactory ramp, parking or road conditions.
 - C) Construction or movement of ramp facilities.
 - D) Special events or activities.
- 5.5 Vehicle Regulations – Any person having, using or operating a motor vehicle, recreation vehicle or trailer in the Park shall abide by all applicable sections of the California Vehicle Code. It shall be unlawful for any person within the Park:
 - 5.5(a) To operate a motor vehicle except on designated roads and parking areas, unless otherwise directed by the Park and Recreation Manager.
 - 5.5(b) To operate a motor vehicle at a speed in excess of 15 miles per hour or to exceed 5 miles per hour in a picnic area, campground or parking lot, or to exceed the speed limit posted by United within the Park.
 - 5.5(c) To throw or otherwise dispose of any burning material, trash, waste or other debris from a vehicle.
 - 5.5(d) To park a vehicle in other than a designated parking area or to park or leave parked a vehicle in a parking lot prior to or after the posted hours of operation for the Park, except with written authorization of United. Vehicles

parked in unauthorized areas will be towed away at the owner's expense and are subject to citation.

- 5.5(e) To drive a vehicle in a careless or reckless fashion so as to endanger the vehicle, its occupants or any person, equipment, facilities or property.
- 5.5(f) To operate a motor vehicle in the Park without a valid driver's license.
- 5.5(g) The Park and Recreation Manager is authorized to close any Park road or reduce the speed limit on any such road for good and sufficient reasons including, but not limited to, the following:
 - A) Construction or maintenance of facilities.
 - B) Dangerous road conditions.
 - C) Special events and activities.
- 5.5(h) To drive a vehicle at a speed greater than is reasonable or prudent having due regard for weather, visibility, traffic, the surface and width of the roadway, and in no event at a speed which endangers the safety of persons or property.
- 5.5(i) In the absence of written consent from the Park and Recreation Manager, to abandon or leave unattended, for a period of more than 7 days, a vehicle, camp unit or vessel within the Park. Such vehicle, camp unit or vessel shall thereafter be towed at the owner's expense. Owner shall pay District all applicable towing and storage expenses prior to release of the property.
- 5.5(j) To operate a motor vehicle within the boundaries of the Lake Piru Recreation Area without evidence of financial responsibility (insurance).
- 5.5(k) To operate any gas or electrical powered device including but not limited to pocket bikes, scooters, mopeds, engine powered bicycle, off-road motorcycle, UTV, Side by Side, golf cart or other device which cannot be licensed for use on California public roadways and or that is not designed for use by a person with disability.

5.6 Conservation - It shall be unlawful for any person within the Park:

- 5.6(a) To cut, pick, mutilate or destroy any vegetation, except when authorized in writing by the Department.
- 5.6(b) To pick up, collect, or utilize downed or dead wood within the Park as firewood.
- 5.6(c) To remove soil or rock(s), except when authorized in writing by the Department.

- 5.6(d) To throw, place or otherwise dispose of any burning material except into authorized fire pits.
- 5.6(e) To possess or set off any fireworks or other explosives.
- 5.6(f) To build, ignite or utilize fires except in fire pits, stoves or other facilities designed to contain said fires, or as otherwise authorized in Section 5.11(c).
- 5.6(g) To leave any fire unattended or to fail to put out a fire prior to departure.
- 5.6(h) To molest, injure or kill any animal or bird, or to allow any child or animal under the person's supervision to molest, injure or kill any animal or bird, except that controlled hunting may be authorized by resolution of the Board.
- 5.6(i) To use or possess any firearm or other weapon, including air guns and pellet type guns, paintball guns, slingshots, and air-soft weapons, with exceptions made for law enforcement personnel, land owners crossing District property on designated roadways to access personal property, or hunters crossing District property during hunting season, so long as all laws applicable to firearms are adhered to, or except as may otherwise be authorized in writing by the General Manager.
- 5.6(j) To fish prior to or after the posted hours of operation for the Park except as may be authorized in writing by the Park and Recreation Manager.
- 5.6(k) To operate a motorized remote controlled model airplane, rocket, drone, helicopter, car, vessel or similar device.
- 5.6(l) To receive, bring or cause to be brought into the Recreation Area any fish, crustacean, amphibian or aquatic plant from any place for the purpose of propagation or use as fish bait.
- 5.6(m) To use a loudspeaker, public address system, or amplifier without written authorization from the Park and Recreation Manager.
- 5.6(n) To hunt on District property. Such acts shall be considered trespassing.
- 5.6(o) To launch any vessel on the water of Lake Piru that has not successfully passed an invasive species vessel inspection at the Park's entry area.
- 5.7(p) To leave Recreation Area with any vessel, personal water craft, aquaplane, or float tube that has not been cleaned, drained and dried in a manner specified by the District, and successfully passed an invasive species (including but not limited to quagga mussels) vessel inspection, at the Park's entry area
- 5.6(q) For any person 16 years of age or older to take any kind of fish, mollusk, invertebrate, amphibian or crustacean without a valid fishing license issued

by the State of California, or to violate the terms of such license in any manner.

5.7 Closed Areas

It shall be unlawful for any person to enter any area of the Park which is posted by the Park and Recreation Manager against entry or is designated as closed.

5.7.1 The District's General Manager may elect to close and or authorize the Chief Park Ranger to close areas of the park for the purpose hosting special events, for public safety concerns and or for maintenance activities.

5.8 Equestrians, Livestock & Exotic Animals

It shall be unlawful for any person to bring a horse, livestock or exotic animal into the Park without the written authorization of the Park and Recreation Manager.

5.9 Camping - It shall be unlawful for any person within the Park:

5.9(a) To occupy a campground or campsite without first obtaining a camping permit.

5.9(b) To cause any noise which extends beyond individual campsites during "quiet time" which is from 10:00 p.m. to 8:00 a.m.

5.9(c) To visit or allow visitors in the campground except from 8:00 a.m. to 10:00 p.m. if such visitors have not paid the appropriate camping fees. Such visitors shall not cause the number of individuals at a single campsite to exceed eight (8) persons.

5.9(d) To operate power generation equipment between 10:00 p.m. to 8:00 a.m.

5.9(e) To use electrical power or connect to any water faucet or sewage disposal facility in the Park except in areas authorized by the Department with payment of appropriate fees for such use.

5.9(f) To occupy a campsite for other than recreational camping purposes, unless the occupant has entered into a long term stay agreement or work camper agreement reviewed and approved by the Park and Recreation Manager.

5.9(g) Unless otherwise subject to an agreement pursuant to Section 5.9(f), to occupy a campsite for more than:

1. 14 consecutive days from April 1 to September 30 of any calendar year,
2. 30 consecutive days from October 1 to November 30, and from March 1 to March 30 of any calendar year, and
3. 90 consecutive days during the time period from December 1 to February 28.

4. Notwithstanding these limits, the General Manager may, under extenuating circumstances, authorize longer periods of occupation if sufficient campsites are available.
- 5.9(h) To occupy any campsite within 48 hours after vacating any campsite.
- 5.9(i) To bring a vehicle into the campgrounds without first paying the appropriate use fee unless the driver of the vehicle has obtained a day use pass and is visiting another person legally occupying a campsite within the campgrounds, except that members of an immediate family may join a camping unit if they occupy the same camping unit and first pay the extra vehicle camping fee.
- 5.9(j) To allow more than two camp units in any one campsite. At the Parks and Recreation Manager's sole discretion, a campsite may be restricted to only one camp unit if it is determined that a second vehicle impedes campground access of park visitors and public safety vehicles and may create unsafe conditions.
- 5.9(k) To occupy a campsite with more than eight (8) people unless authorized to do so by United.
- 5.9(l) To occupy a campsite without first paying all required fees.
- 5.9(m) To erect ropes, hammocks or other barriers outside a campsite.
- 5.9(n) To remain in any campsite after 2:00 p.m. on the day scheduled to be vacated.
- 5.9(o) To occupy any campsite without first obtaining and posting on the camp post the required camping permit.
- 5.9(q) To occupy more than one campsite without first paying the appropriate permit fees regardless of whether there are vacant campsites available.
- 5.9(r) To fail to have at least one person occupying a campsite during the first night camping equipment has been set up without first obtaining permission of the Recreation Department.
- 5.9(s) To camp in any area other than those campgrounds or campsites designated as such by the District,
- 5.10 Alcoholic Beverage Free Areas - It shall be unlawful for any person within the park to possess or consume any alcoholic beverage in alcoholic beverage free areas without an alcohol permit in accordance with the District's Alcohol Policy for the Park.
- 5.11 Swimming And Wading - It shall be unlawful for any person within the Park:

- 5.11(a) To possess glass containers in any designated beach and swimming area.
- 5.11(b) To bring or allow a pet to be brought into any designated beach and swimming area.
- 5.11(c) To light a fire in any designated beach and swimming area with the exception of a fire within an affixed barbeque grill provided by United for the purpose of cooking.
- 5.11(d) To leave any child under ten (10) years of age unattended by a responsible adult at least 18 (eighteen) years old in any designated beach and swimming area.
- 5.11(e) To camp overnight at any designated beach and swimming area.
- 5.11(f) To wade or swim in the waters of the Lake except within a designated swimming area, when engaged in waterskiing or aquaplaning, or walking to or from an appropriately beached vessel, in accordance with the District's swim policy.
- 5.11(g) To dispose of or leave behind any trash, litter, debris or unwanted material at any designated swim area.
- 5.11(h) To operate or park a motor vehicle at or within any designated swim area.

6. **ADMINISTRATIVE PENALTY PROCEDURES**

- 6.1 This section establishes the administrative procedures for the imposition, enforcement, collection, and review of civil penalties by the District pursuant to Government Code Section 53069.4.

The issuance of a civil or administrative penalty under this section is solely at the District's discretion and is one option the District possesses to address violations of this ordinance. By adopting these provisions, the District does not intend to limit its discretion to utilize any other remedy, civil or criminal, for any violation of the Ordinance.

A Citee may request a preliminary review of a citation within 14 days of the date the citation is issued. The Citee must present to the Park and Recreation Manager a preliminary review request form, a copy of the citation and any additional information demonstrating the reason(s) why there was no violation or why the Citee is not a responsible person for the violation. The purpose of the review is to identify any improper citations due to errors that are readily verifiable and not to resolve factual disputes concerning the citation.

The preliminary review shall be conducted by the Park and Recreation Manager or designee. The reviewer shall not be the Park Ranger who issued the citation.

If the determination of the preliminary review is that the citation is improper, the citation shall be dismissed. The Citee shall be notified of the results of the review in writing within 15 working days of receipt of the request.

A request for preliminary review does not extend any time periods for compliance, the penalty due date or the time to request an administrative hearing.

Any Citee may contest a civil penalty citation by filing a signed written request for an administrative hearing stating the grounds for contesting the citation. The request must be received by the District within 35 days of the date the citation was served and be accompanied by a deposit of the full amount of the penalty.

Within ten (10) days following the receipt of a request for an administrative hearing and deposit of the full amount of the fine, the District shall schedule an administrative hearing. The date of the hearing shall be no more than 90 days later than the date the request for the hearing was filed. The District shall notify the Citee of the date of the hearing.

A Hearing Officer will be appointed by the District to conduct, consider and decide administrative hearing. Prior to being appointed, a hearing officer must be first designated by the General Manager as qualified to provide a fair and impartial hearing based on appropriate education, training and experience.

The Hearing Officer may grant a one-time continuance of a hearing for no more than 45 days if a request is made showing good cause by the Citee or the District designated representative. All continuance requests shall be made by a written request received by the District at least 72 hours before the hearing date. If the request for continuance is denied, the hearing shall proceed as noticed. A Citee who requests a continuance waives their opportunity for a hearing within 90 days of the date the citation is issued.

A Hearing Officer shall conduct the hearing on the date set by the District. The Citee shall have the opportunity to appear, testify and to present evidence relevant to the ordinance violation alleged in the citation. The Citee may file a written declaration with the District at least 48 hours prior to the hearing in lieu of personally attending the hearing. The citation shall be accepted by the Hearing Officer as prima facie evidence of the ordinance violation and the facts stated in the citation. Neither the Park Ranger nor any other District representative shall be compelled to attend the hearing. Any such appearance or submission may be made at the discretion of the Park Ranger.

The hearing shall be conducted informally and formal rules of evidence need not be utilized. The Hearing Officer does not have the authority to issue a subpoena.

The failure of the Citee to appear at the hearing or to file written testimony prior to the hearing shall constitute an abandonment of the request for an administrative hearing and a failure to exhaust administrative remedies concerning the violation set forth in the citation. Any penalty deposit shall be forfeited to the District.

After considering all evidence and testimony submitted at the administrative hearing, the Hearing Officer shall issue a written decision to uphold or dismiss the citation within 20 working days after conclusion of the hearing. The Hearing Officer has no discretion or authority to reduce or modify the amount of any fine. The decision shall state the reasons and evidence considered for the decision. If the decision is to uphold the citation, the deposited penalty shall be forfeited to the District. If the decision is to dismiss the citation, the District shall refund the penalty deposit within 30 days of the decision. The Hearing Officer's continued employment, performance evaluation, compensation, and benefits shall not directly or indirectly be linked to the number of citations upheld or cancelled by the officer.

Notwithstanding any other provisions of this Ordinance or otherwise, the administrative hearing decision is final and not subject to appeal or further review by the District or any person. The Citee may seek judicial review of the administrative hearing decision by filing an appeal with the Ventura County Superior Court in accordance with the provision of state law.

6.2 Administrative Penalty Citations

Upon determining that a provision of this Ordinance has been violated, a Park Ranger has the authority to issue a civil penalty citation. A citation may be issued for violation of one or more ordinance sections and for one or more days on which a violation exists. Each ordinance violation shall constitute a separate violation and be subject to a separate penalty. Civil penalty citations shall contain following information:

1. Name of the Citee;
2. Address or other description of the location where the ordinance violation occurred;
3. Date on which the ordinance violation(s) occurred;
4. Issuing department/division;
5. The ordinance section(s) violated;
6. Brief description of the violation;
7. Amount of the penalty;
8. Procedure to pay the penalty;
9. Description of the procedure for requesting a Preliminary Review, and an Administrative Hearing to contest a citation.
10. Printed name and signature of the issuing Park Ranger;
11. Date the citation is served;
12. A distinct citation number.

A Park Ranger may personally deliver the citation to the Citee, or may mail the citation by first class mail to the Citee's last known address.

6.3 Payment of Administrative Penalties

The Board of Directors shall approve by resolution a penalty fee schedule to establish the amount of the civil penalties for violating provisions of District ordinances. Penalties are due on the day the citation is issued.

Penalties shall be paid to the District within 35 days of the due date. Penalties not paid in accordance with the provision of this Ordinance are civil obligations of the responsible party and may be collected by the District through any legal means. Payment of a penalty shall not excuse the Citee from correcting the ordinance violation. The issuance of a citation or payment of a penalty does not bar the District from taking any further enforcement action regarding an ordinance violation that continues to exist or when a person continues to violate an ordinance, including but

not limited to issuing additional civil penalty citations or filing a criminal complaint.

7. NOTICE TO APPEAR CITATIONS

Upon determining any violation declared to be an infraction or misdemeanor associated with violations of state law or regulations, or for any violation of local, state, city or county ordinance not included within this ordinance but deemed to be a violation of state law or regulation, Park Rangers have the authority to issue a “Notice to Appear” pursuant to the authority granted to them under California Penal Code Section 830.31(b). All Such violations shall be directly filed with the Ventura County Superior court and processed by the judicial authority of the Ventura County Superior court.

A “Notice to Appear” citation may be issued for violation of one or more laws or regulations. Each violation shall constitute a separate violation and be subject to a separate penalty. Any such citations issued by an arrested officer, or in the case of the ordinance a Park Ranger employed by the District, shall be completed in accordance with the California Judicial Council’s TR-INST Notice to Appear and related forms and guidelines and as required under the California Penal Code.

Violations processed as “Notices to Appear” and directly filed with the County Superior Court may result in a person’s privileges to the Lake Piru Recreation Area being revoked for a period of up to three (3) years. In accordance with California Penal Code Section 853.7, all persons failing to appear before a magistrate in court as promised when a “Notice to Appear” is issued by an arresting officer, may be arrested and punished by up to six (6) months in jail and or a \$1,000 fine regardless of the disposition of the original charge.

8. CONSTITUTIONALITY

If any competent court shall find any portion of this ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

9. REPEAL OF PREVIOUSLY ADOPTED RULES AND REGULATIONS

This ordinance supersedes and repeals all previous Board adopted Rules and Regulations for the Lake Piru Recreation Area, including but not limited to any prior versions of United Water Conservation District Ordinance No. 15.

10. EFFECTIVE DATE

In accordance with Water Code Section 74651 and Harbors and Navigation Code Section 660, this ordinance shall become effective on April 10, 2019.

PASSED AND ADOPTED THIS 10th DAY OF April 2019.

President
UNITED WATER CONSERVATION
DISTRICT

ATTEST:

Secretary
UNITED WATER CONSERVATION
DISTRICT

RESOLUTION 2020-19

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
UNITED WATER CONSERVATION DISTRICT
ADOPTING AN AMENDED AND RESTATED ORDINANCE NO. 15 &
PENALTY FEE SCHEDULE PURSUANT TO ARTICLE 6.3
OF ORDINANCE NO. 15**

WHEREAS, on October 14, 2020, the Board of Directors (“Board”) enacted and approved an Amended and Restated Ordinance No. 15 (“Ordinance”), establishing rules and regulations for public use of the Lake Piru Recreation Area; and

WHEREAS, the Board, in adoption of the Amended and Restated Ordinance 15, hereby recognizes that Park Rangers are “limited” peace officers pursuant to the laws of the State of California Penal Code Section 830.31(b) and Section 2 of Ordinance 15 and.

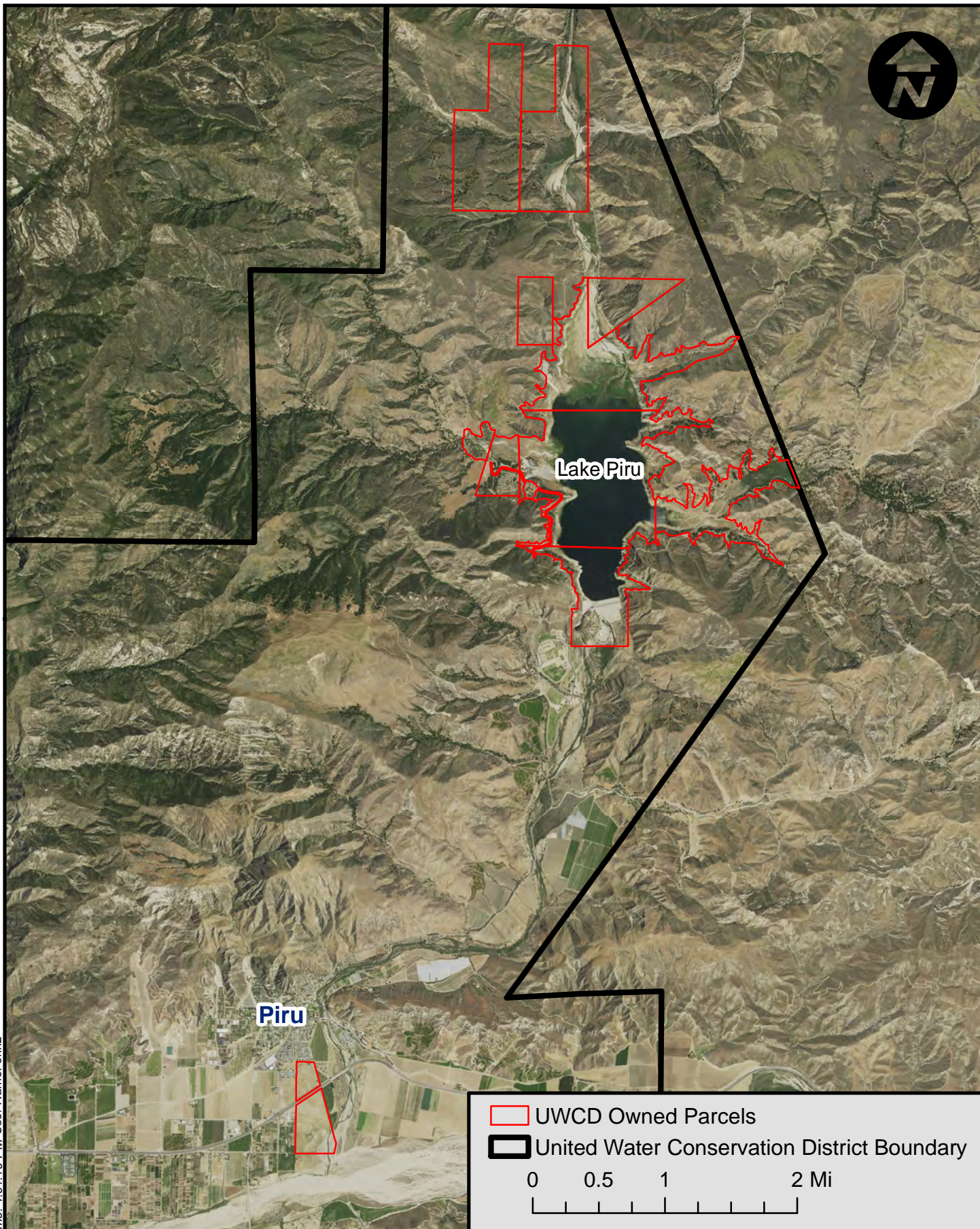
WHEREAS, the Board in adoption of the Amended and Restated Ordinance 15, hereby extends the authority of Park Rangers from the boundaries of the Lake Piru Recreation area to the Properties of the District.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the United Water Conservation District hereby approves the Amended and Restated Ordinance No. 15 attached hereto as Exhibit “A,” which is incorporated by reference herein. Upon adoption of this Resolution, staff is directed to publish the Amended and Restated Ordinance 15 in a newspaper of general circulation within 10 days of its passage. (Wat. Code, §§ 74650-74652).

PASSED AND ADOPTED THIS 14th DAY OF October 2020

ATTEST _____
Michael W. Mobley, President

ATTEST _____
Sheldon G. Berger, Secretary/Treasurer



0 0.5 1 2 Mi

UWCD Owned Parcels

United Water Conservation District Boundary

