

AGENDA
FINANCE AND AUDIT COMMITTEE MEETING
Tuesday, June 8, 2021 at 9:00 A.M.
UWCD Headquarters, Board Room, First Floor
1701 N. 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 Finance and Audit Committee Meeting, people may choose to participate virtually using the Webex video conferencing application. To participate in the UWCD Finance and Audit Committee Meeting via Webex, please click here:

<https://unitedwaterconservationdistrict.my.webex.com/unitedwaterconservationdistrict.my/j.php?MTID=mc7c28427fae08f177ad3ad4c8d823d98>

Meeting number: 126 712 3217

Password: Money (66639 from phones)

To join by phone: 1-408-418-9388 (audio only, toll rates apply)

Access code: 126 712 3217

OPEN SESSION 9:00 A.M.

Committee Members Roll Call

1. Public Comment

The public may address the Finance and Audit Committee 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

Motion

The Committee will review the Minutes from the May 11, 2021, Finance and Audit Committee meeting.

3. June 9, 2021 Board of Directors Meeting Motion Agenda Items

The Committee will review and discuss the following agenda items to be considered for approval at the June 9, 2021 Board meeting that have a fiscal impact to the District. The Committee will also formulate a recommendation to the entire Board based on the discussions with staff.

Board Motion Item 4.2: Resolution 2021-13 Adopting the Proposed District Budget Plan, Financial Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers for Fiscal Year 2020-21

The Board will consider adoption of Resolution 2021-13, adopting the proposed District Budget Plan, Fiscal Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers for Fiscal Year 2020-21.

Board Motion Item 4.3: Resolution 2021-14 Requesting the Auditor-Controller to Compute and Affix a Tax Rate for the Fiscal Period 2021-22 Sufficient to Satisfy the State Water Project Charges

Board will consider adoption of Resolution 2021-14, requesting the County Auditor-Controller to compute and affix a tax rate for FY 2021-22 to provide approximately \$2,041,000 in property tax revenue sufficient to satisfy a portion of the voter approved debt for State Water Project costs.

Board Motion Item 4.4: Resolution 2021-01 Authorizing the General Manager to Execute a Sub-Grant Agreement with Calleguas Municipal Water District for the State of California Department of Water Resources Integrated Regional Water Management Implementation Grant Awarded to the Watershed Coalition of Ventura County

The Board of Directors will consider adopting Resolution 2021-01, authorizing the General Manager to execute a Sub-Grant Agreement with the Calleguas Municipal Water District for the State of California Department of Water Resources Integrated Regional Water Management Implementation (IRWMI) grant awarded to the Watersheds Coalition of Ventura County.

Board Motion Item 4.6: Resolution 2021-15 Authorizing Workers' Compensation Benefits for Volunteer Workers

The Board will consider adopting Resolution 2021-15, authorizing Workers' Compensation coverage for all volunteer personnel serving in a non-paid capacity at the Lake Piru Recreation Area and or in other capacities at the District while providing in-kind services to the District.

4. Monthly Investment Report (April 2021)

Information Item

The Committee will receive, review and discuss the Districts' investment portfolio and cash position as of April 30, 2021.

5. Pipeline Delivery Report (April 2021)

Information Item

The Committee will receive, review and discuss the Districts' pipelines' water activities as of April 30, 2021.

6. Board Requested Cost Tracking Items

Information Item

The Committee will receive and review the costs to date that the District has incurred:

- a) as part of the licensing efforts and the probable maximum flood studies for the Santa Felicia Dam;
- b) in relation to environmental mandates;
- c) in relation to litigation with the City of Ventura, Wishtoyo Foundation, and District legal costs over the past several fiscal years; and
- d) in relation to professional fees over the past several fiscal years.

Finance and Audit Committee Meeting AGENDA

June 8, 2021

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7. **Monthly Administrative Services Update
Information Item**

The Committee will receive and review the monthly report from the Administrative Services team.

8. **Future Agenda Items**

The Committee will suggest topics or issues of discussion they would like to see added to future agendas.

ADJOURNMENT

Directors:

Chair Sheldon G. Berger

Bruce E. Dandy

Lynn E. Maulhardt

Staff:

Mauricio E. Guardado, Jr.

Joseph Jereb

Erin Gorospe

Anthony Emmert


Josh Perez


Zachary Plummer

Jackie Lozano

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, or if you require agenda material in an alternative format, 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.

Approved: 
Mauricio E. Guardado, General Manager

Approved: 
Anthony E. Emmert, Assistant General Manager

Approved: 
Joseph Jereb, Chief Financial Officer

Posted: (date) June 4, 2021

(time) 2:45 P.M

(attest) Jackie Lozano

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

Posted: (date) June 4, 2021

(time) 2:40 P.M.

(attest) Jackie Lozano

At: www.unitedwater.org

MINUTES
FINANCE AND AUDIT COMMITTEE MEETING
Tuesday, May 11, 2021 – 9:00 A.M.
UWCD Headquarters, Board Room
1701 N. Lombard Street, Oxnard, CA 93030

In addition to its public Finance and Audit Committee Meeting, public members could choose to participate virtually using the Webex video conferencing application.

COMMITTEE MEMBERS PRESENT:

Chair Sheldon G. Berger
Bruce Dandy
Lynn Maulhardt

STAFF PRESENT:

Maryam Bral, chief engineer
Brian Collins, chief operations officer
Dan Detmer, supervising hydrogeologist
Anthony Emmert, assistant general manager
Erin Gorospe, controller
Jackie Lozano, administrative assistant
Joseph Jereb, chief financial officer
Josh Perez, human resources manager
Zachary Plummer, information technology administrator
Linda Purpus, environmental services manager

PUBLIC PRESENT:

None.

OPEN SESSION 9:00 A.M.

Chair Berger called the meeting to order at 9:00 A.M.

Committee Members Roll Call

The Clerk called roll. Directors Dandy and Maulhardt were participating in person while Chair Berger participated via WebEx.

1. Public Comment

Chair Berger asked if there were any public comments. None were offered.

2. Approval of Minutes

The Committee received and reviewed the draft Committee meeting minutes of April 11, 2021. Motion to approve the Committee meeting minutes, Director Maulhardt; Second, Director Dandy. Roll call vote, three ayes (Dandy, Maulhardt, Berger); none opposed. Motion carried, 3/0.



3. Presentation of the Districts' Proposed Budget for Fiscal Year 2021-2022

Chief Financial Officer Joseph Jereb summarized for the Committee members the proposed budget for FY2021-2022 (presentation attached). At the conclusion of the *Legal Expense History* slide, Director Maulhardt felt it was important for staff to communicate to the constituents what is built into the proposed rate increase for them to understand what they are paying for.

General Manager Mauricio Guardado added, the presentations provided in meetings with staff for constituents outline and identify what it meant if United did not address any of the issues. He believes the real challenges the District had experienced resonated with not only the constituents but representatives within the county. Moving forward with the proposed legal reserve fund is necessary to be prepared for any legal issue that may arise. It is the right thing to do to protect the water resources. Important to note, rates were not increased last fiscal year, due to the COVID-19 pandemic.

There was discussion among the Committee and staff regarding the percentage of the current rate increase as compared to prior years. Director Maulhardt emphasized again on how important it is that United tell the backstory by sharing any of the questions received from the recent PTP and OH users' meetings, and what the drivers were for the rate increase. United staff responded that the backstory was included in the presentations at the users' meetings. There were no questions specific to the budget increase from the public and mentioned in several presentations those same factors were explained. Director Maulhardt recommends staff to keep the open communication going.

Additionally, staff and the Committee discussed the Fox Canyon GMA (FCGMA) surcharge that has yet to be passed. FCGMA is awaiting information from UWCD and guidance from other's before deciding. Anticipate October 1, 2021, to hear what the determination would be. Mr. Jereb mentioned this would have no impact on the UWCD actuals for this year because surface water deliveries did not incur those rates but do see a surcharge included in the UWCD rates for the new fiscal year.

Regarding policy-change proposals, Director Dandy mentioned rate adjustments were discussed at the Executive Committee meeting and there would be outreach to avoid potential future litigation. He asked for clarification if this is the plan for moving forward and to those who are changing the rates. Mr. Guardado responded CA supreme court acknowledged all the basins are interconnected. Upper or lower, will have an effect on United service area overall. Zones do not have to change but United's watershed does not just affect one area but an overall operation. Director Dandy's concern was that the change would not take place now but later. Director Berger commented that there was a comment made about this during the recent Executive Committee meeting. The message itself was explained in a way that the stakeholders understood what is going on. Historically, there was an issue when the users had seen a spike. Mr. Emmert added that staff had sought Director McFadden's advice regarding potential communication needed with pumpers in the Piru, Fillmore or Santa Paula basins. Mr. Jereb and Mr. Emmert discussed this with the City of Santa Paula staff. Mr. Emmert stated that United is planning to reach out to the Fillmore and Piru Basin Pumpers Associations.

Director Maulhardt respectfully asked to table this item, take no action, and continue the conversation in Executive Closed Session at the Board of Directors meeting on May 12. Director Berger agreed due to his own concerns. Mr. Guardado confirmed the item to discuss the budget was included on the Board's agenda and the Committee could continue the conversation then.



Director Berger dismissed himself from the meeting to attend an appointment with his daughter. Director Dandy facilitated the meeting on behalf of Chair Berger. No further comments or questions from the Committee.

4. Monthly Investment Report (March 2021)

The Committee members received and reviewed the monthly investment report as presented in the Finance and Audit Committee agenda packet.

Informational item. No comments or questions from the Committee. No action was taken by the Committee.

5. Pipeline Delivery Report (March 2021)

The Committee members received and reviewed the pipeline delivery report as presented in the Finance and Audit Committee agenda packet.

Informational item. No comments or questions from the Committee. No action was taken by the Committee.

6. Third Quarter FY 2020-2021 Financial Report and Budget Amendments (July 1, 2020 – March 31, 2021)

The Committee members received a presentation from Mr. Jereb that summarized the third quarter financial report for FY2020-21 and budget amendments (presentation attached). The Committee will recommend approval to the full Board of Directors.

Consent Calendar Motion Item. No comments or questions from the Committee.

7. District Staff and Board Member Reimbursement Report

The Committee members received and reviewed the expense reimbursement report for the third quarter of FY2020-21.

Informational item. No comments or questions from the Committee. No action was taken by the Committee.

8. Board Requested Cost Tracking Items

The Committee members received and reviewed the costs to date that the District has incurred:

- a) as part of the licensing efforts and the probable maximum flood studies for the Santa Felicia Dam;
- b) in relation to environmental mandates;
- c) in relation to litigation with the City of Ventura, Wishtoyo Foundation, and District legal costs over the past several fiscal years;
- d) in relation to the professional fees over the past several years; and
- e) motion items with fiscal impact.

Informational item. No comments or questions from the Committee. No action was taken by the Committee.



9. Monthly Administrative Services Update

Financial updates for the month of April 2021 were provided to the Committee by Mr. Jereb. Human Resources Manager Josh Perez presented updates on Administration, Human Resources, Risk Management, and Information Technology (presentation attached).

A discussion regarding approval limits was sparked by the review of the *Upcoming Board Motion Items* tables. It was agreed to in the past that the approval limit be raised for senior managers on the approvals from last year's budget. For clarification, items going to the Board are adjustments that exceed General Manager's authority for approval. The Committee is evaluating how the approval limits help the process to become more efficient – savings of time and energy. For example, if the approval levels were not raised enough or were raised too high, and the number needs to be revisited, the Committee is willing to engage on the issue and recommend a change. Mr. Guardado responded he felt the current numbers are set at a really good level to address the current needs. He also feels more projects have been on track and on schedule. Through this process, over the course of a few years when last adjusted, the reason they are proposed the way they are today is because there were some findings which suggested the need for a budget adjustment.

Director Maulhardt inquired as to emergency response and protocols at the Lake Piru Recreation Area. He asked that this be added to Future Agenda Items. See comment below, item 10.

Informational item. No further comments or questions from the Committee.

10. Future Agenda Items

Director Dandy polled the Committee as to any future agenda items.

- Regarding first emergency response process on the lake, Director Maulhardt requested to have a system in place by where visitors could, 1) have access to Wi-Fi coverage on the lake; and/or 2) be given a card to show how to get in touch with lake staff in the event of an emergency. United staff commented the information is provided to visitors in a pamphlet when first checking in, and the information can be made into a card. Staff would seek advice from legal counsel on the process.

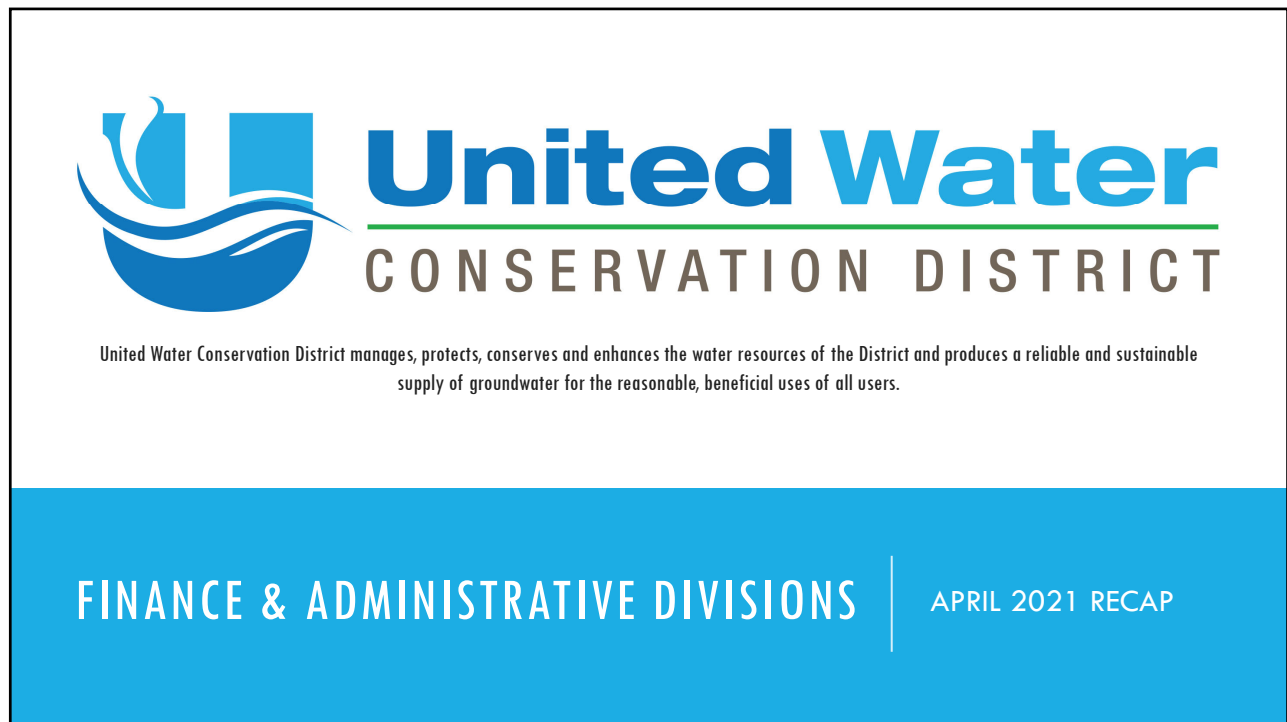
ADJOURNMENT 11:03 A.M.

Director Dandy adjourned the meeting at 11:03 A.M.

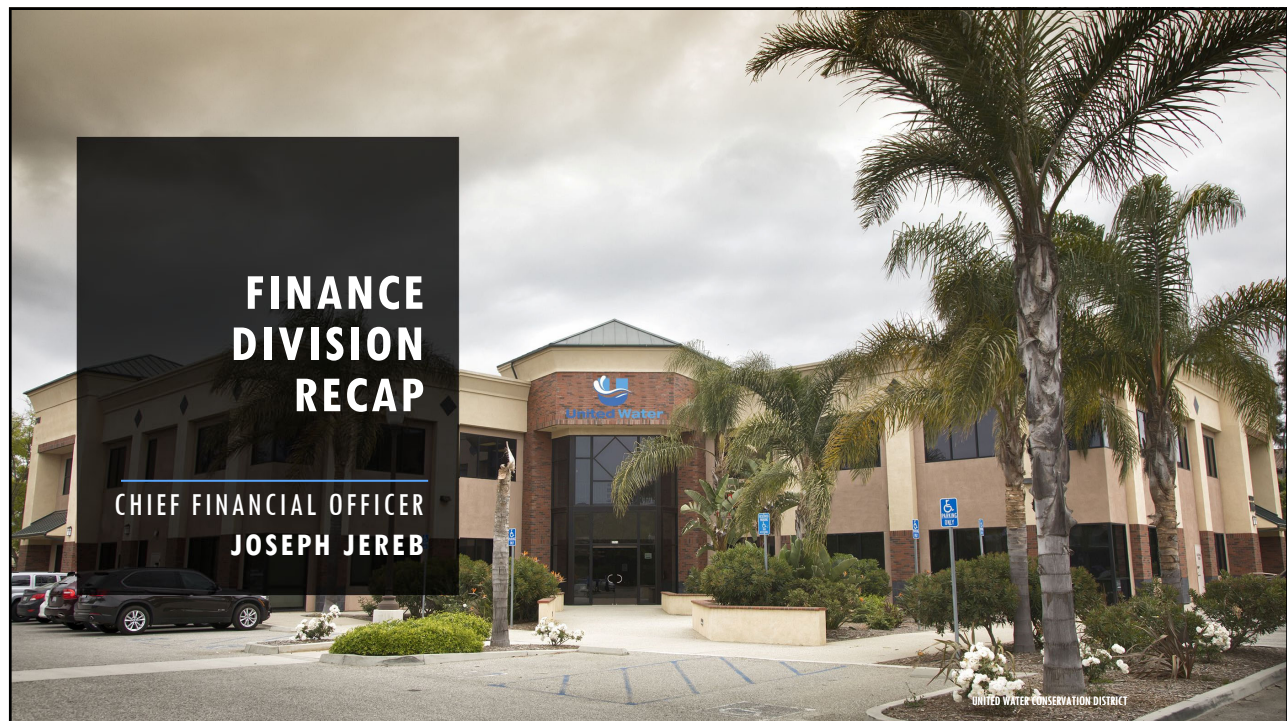
I certify that the above is a true and correct copy of the minutes of the UWCD Finance and Audit Committee Meeting of May 11, 2021.

ATTEST:

Director Bruce E. Dandy
Substitute for Chair Sheldon G. Berger



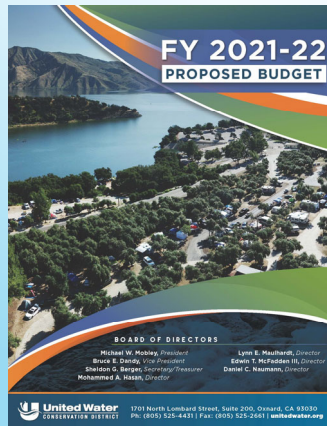
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3. Presentation of the Districts' Preliminary Budget for FY 2021-2022

Chief Financial Officer Joseph Jereb



UNITED WATER CONSERVATION DISTRICT 3

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4. Monthly Investment Report

Chief Financial Officer Joseph Jereb



To: UWCD Finance and Audit Committee Members
 From: Joseph Jereb, Chief Financial Officer
 Date: April 19, 2021 (May 11, 2021 meeting)
 Agenda Item: 4 - (Board Item 3.C) Monthly (March 31, 2021) Investment Report

Recommendation
 Review and discuss the most current investment report for March 31, 2021 that is enclosed.

Final Action
 As directed.

Description
 Based on the information included in the attached reports, staff will present a summary and discuss key information as an employee.


Attachment: Combined Investment Report

UNITED WATER CONSERVATION DISTRICT 4

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ACCOUNTS PAYABLE

- 411 payables processed with a total amount of \$2.3M




PAYROLL

- Paid 12 payroll-related vendors a total amount of \$373K
- 204.5 hours of overtime worked
 - 1.93% of regular hours
 - 115 paid-out
 - 91 accrued as compensatory time

Gross: \$538K

Net: \$356K



FINANCE DIVISION RECAP

UNITED WATER CONSERVATION DISTRICT 5

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CASH COLLECTIONS

- Property Tax: \$1.34M
- Pipeline: \$883K
- Groundwater: \$89K
- Grants: \$199K
- Rents: \$16K
- Miscellaneous (Lake Piru): \$149K

Total: \$2.7M



FINANCE DIVISION RECAP

UNITED WATER CONSERVATION DISTRICT 6

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5. Pipeline Delivery Report

Chief Financial Officer Joseph Jereb

United Water
CONSERVATION DISTRICT

To: UWCD Finance and Audit Committee Members
 From: Joseph Jereb, Chief Financial Officer
 Date: April 16, 2021 (May 11, 2021 meeting)
 Agenda Item: 8 - Pipeline Delivery Report (March 2021)

Recommendation:
 Review and discuss the most current pipeline delivery report for March 31, 2021 that is enclosed.

Chief Impact:
 On Service.

Description:
 Based on the information included in the attached reports, staff will present a summary and discuss key information in an overview.

Attachments: Pipeline Delivery Report

Water Conservation District
 Water Deliveries (Acres-Foot)
 21 data thru March 31, 2021

UNITED WATER CONSERVATION DISTRICT 7

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APRIL 2021 PIPELINE

	\$ Billed	Actual AF	Plan AF	Variance
OH	\$597K	993	925	68
PT	\$318K	648	470	178
PV	\$21K	65	0	65

- Year-to-date April deliveries 70% ahead of Plan and 40% over PY
- 137% of FY Plan delivered to date
- Excluding Pleasant Valley deliveries, volume 43% ahead of Plan & 25% ahead of PY

Total Pipeline Deliveries (AF)

FINANCE DIVISION RECAP UNITED WATER CONSERVATION DISTRICT 8

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6. Third Quarter FY2020-21 Financial Report and Budget Amendments

Chief Financial Officer Joseph Jereb



United Water CONSERVATION DISTRICT

Staff Report

To: UWCD Finance and Audit Committee Members

Through: Mauricio E. Guadalupe, General Manager
 Anthony Emmert, Assistant General Manager

From: Joseph Jereb, Chief Financial Officer

Date: April 27, 2021 (May 11, 2021 Meeting)

Agenda Item: 6. Board Motion from July FY 2020-21 Third Quarter Financial Report and Budget Amendments
 Council Calendar Motion

Staff Recommendation:
 The Committee will receive and review the FY 2020-21 Third Quarter Financial Report for the period of July 1, 2020 through March 31, 2021 and consider recommending approval of the proposed modifications to the FY 2020-21 budget to the full Board.

Discussion:
 The District normally prepares quarterly financial reports which provide an analysis of District operations at the end of each quarter to highlight variances and for fiscal accountability.

This report represents the first nine months of financial information for District operations for FY 2020-21 (or 75 percent of the total fiscal year). Included in this report are budget to actual comparisons to date for District revenues, expenditures and water deliveries, and discussion of any significant variances. This report is based on unaudited financial data and therefore is subject to revision as staff make any necessary adjustments that may occur during the year.

While some funds appear to have some savings potential, adjustment recommendations may not be made at this time because the potential savings may be as a result of delays in timing and therefore may not materialize. The following budget modifications are being recommended as of the third quarter review:

General Water Conservation Fund
 Staff recommends increasing budgeted revenue for Water Delivery by \$800,000 due to increased deliveries to all three pipelines in FY 20-21.

Staff recommends decreasing Professional Fees for Environmental Services by \$350,000. The amount of funding needed for projects much has decreased with a shift away from eradication to population control. Work on PERC - Fish Passage has slowed down because of legal concerns and covid restrictions.

United Water CONSERVATION DISTRICT

April 29, 2021

Board of Directors
 United Water Conservation District

Subject: Fiscal Year 2020-21 Third Quarter Financial Report

Dear Board Members:

Enclosed for your review is the District's FY 2020-21 Third Quarter (July 1, 2020 through March 31, 2021) financial report. This report represents nine months of financial information for District operations (75% of the total fiscal year). The report includes budget to actual comparisons for District revenues, expenditures, water deliveries, and a discussion of any significant variances. The financial data is unaudited and therefore subject to revisions.

This report focuses primarily on the operating funds of the District and corresponding Capital Improvement Project (CIP) funds.

General Water Conservation Fund

- Recreation & Ranger Activities Sub-fund
- Firewater Fund
- Channel Maintenance Pipeline (CMP) Fund
- Pennant Valley Pipeline (PVP) Fund
- Harvey's Triangle Pipeline (HTP) Fund
- Water Waste Impact Fund

Discussion:
 Staff provides the Board's Finance & Audit Committee with monthly each position and pipeline delivery activities reports throughout the fiscal year. Quarterly financial reports are submitted to the Board to provide information on the financial status of the District and to assure the Directors and our rate payers that staff is operating within the parameters of the annual adopted budget, including any supplemental appropriation. At the end of each fiscal year, an outside certified public accounting firm performs an independent financial audit to test staff's financial reporting accuracy and internal controls. It is staff's responsibility to ensure that the Board has received adequate financial information throughout the year so that there are no surprises, and so that (if any) specific actions can be made when the Board is asked to consider approval of budgeted and unbudgeted expenditure requests.

This report compares the revenues and budget appropriations projected for the entire fiscal year with actual data to provide the Board and our rate payers with a preliminary financial view (subject to audit adjustments). The following discussion will provide a summary of the District's projected revenues and approved spending plan compared to that which actually occurred throughout the year. It also provides an update on approved and funded capital improvement projects.

United Water CONSERVATION DISTRICT

7. District Staff and Board Member Reimbursement Report

Chief Financial Officer Joseph Jereb



United Water CONSERVATION DISTRICT

Staff Report

To: UWCD Finance and Audit Committee Members

From: Joseph Jereb, Chief Financial Officer

Date: April 28, 2021 (May 11, 2021 Meeting)

Agenda Item: 7. Reimbursement of Expenses to District Staff Members and Members of the Board

Recommendation:
 Review and discuss the report detailing the reimbursement of expenses to District staff members and members of the Board for the third quarter of FY 2020-21 (January through March 2021).

Fiscal Impact:
 As shown.

Discussion:
 The District's Expense Reimbursement Policy requires quarterly reporting of all expense reimbursements, in the amount of \$100 or more, made to Board Members or employees. In accordance with that policy, attached is the list of reimbursement payments for the Finance Committee's review.

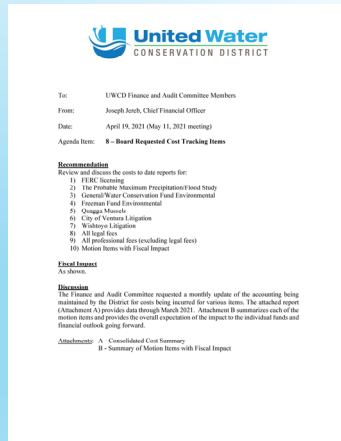
Attachment: Disbursements Report

**UNITED WATER CONSERVATION DISTRICT
 CREDIT REPORT
 Q4 (FISCAL YEAR 2020-21)**

Entity/Line	Month/Quarter	Expenditure	Revenue	Balance	Balance	Balance
General Fund	Q4 2020	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2020	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2021	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2021	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2021	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2021	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2022	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2022	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2022	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2022	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2023	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2023	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2023	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2023	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2024	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2024	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2024	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2024	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2025	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2025	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2025	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2025	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2026	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2026	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2026	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2026	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2027	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2027	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2027	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2027	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2028	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2028	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2028	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2028	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2029	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2029	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2029	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2029	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2030	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2030	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2030	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2030	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2031	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2031	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2031	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2031	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2032	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2032	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2032	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2032	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2033	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2033	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2033	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2033	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2034	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2034	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2034	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2034	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2035	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2035	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2035	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2035	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2036	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2036	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2036	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2036	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2037	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2037	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2037	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2037	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2038	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2038	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2038	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2038	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2039	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2039	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2039	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2039	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2040	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2040	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2040	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2040	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2041	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2041	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2041	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2041	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2042	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2042	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2042	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2042	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2043	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2043	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2043	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2043	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2044	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2044	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2044	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2044	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2045	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2045	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2045	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2045	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2046	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2046	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2046	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2046	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2047	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2047	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2047	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2047	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2048	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2048	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2048	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2048	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2049	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2049	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2049	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2049	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2050	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2050	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2050	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2050	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q1 2051	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q2 2051	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q3 2051	100.00	100.00	0.00	0.00	0.00
Water Delivery	Q4 2051	100.00	100.00	0.00	0.00	0.00

8. Board Requested Cost Tracking Items

Chief Financial Officer Joseph Jereb



United Water Conservation District
 Consolidated Cost Summary Report
 Through March 2021

Item	Fund	Actual	Budget	Variance	Change	Cost of Motion	Impact	Cost of Motion	Impact	Cost of Motion	Impact
1) FUDC Tracking	1	1,000	1,000	0	0	0	0	0	0	0	0
2) The Possible Maximum Precipitation's best study	2	1,000	1,000	0	0	0	0	0	0	0	0
3) General Water Conservation Fund Environmental	3	1,000	1,000	0	0	0	0	0	0	0	0
4) Freeman Fund Environmental	4	1,000	1,000	0	0	0	0	0	0	0	0
5) Ongoing Monthly	5	1,000	1,000	0	0	0	0	0	0	0	0
6) City of Ventura Litigation	6	1,000	1,000	0	0	0	0	0	0	0	0
7) Whittier Litigation	7	1,000	1,000	0	0	0	0	0	0	0	0
8) All legal fees	8	1,000	1,000	0	0	0	0	0	0	0	0
9) All professional fees (including legal fees)	9	1,000	1,000	0	0	0	0	0	0	0	0
10) Motion Items with Fiscal Impact	10	1,000	1,000	0	0	0	0	0	0	0	0
Total		10,000	10,000	0	0	0	0	0	0	0	0

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UPCOMING BOARD MOTION ITEMS

Motion Number	Sponsor	Description/Summary	Budget Y/N	Funding Source (if not budgeted)	Cash Impact of Approval	Other Financial Impact
3D	Finance	Gen/WC Fund: Increase budgeted revenue by \$800K ; Increase budgeted legal expense by \$1,031K ; Decrease budgeted professional fees by \$350K	N	Supplemental appropriation	Increase available cash by \$119K	None
3D	Finance	Freeman Fund: Increase budgeted revenue by \$500K ; Increase budgeted legal expense by \$1,020K	N	Supplemental appropriation	Decrease available cash by \$520K	None

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UPCOMING BOARD MOTION ITEMS

Motion Number	Sponsor	Description/ Summary	Budget Y/N	Funding Source (if not budgeted)	Cash Impact of Approval	Other Financial Impact
3D	Finance	OH Pipeline: Increase budgeted revenues by \$600K	N	Supplemental appropriation	Increase available cash by \$600K	None
3D	Finance	PV Pipeline: Increase budgeted revenues by \$170K	N	Supplemental appropriation	Increase available cash by \$170K	None
3D	Finance	PT Pipeline: Increase budgeted revenues by \$290K	N	Supplemental appropriation	Increase available cash by \$290K	None

TOTAL **+\$659K**

UNITED WATER CONSERVATION DISTRICT 13

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IMPACT OF BOARD MOTIONS TO FUND BALANCES

Balance Before Designations	General	Freeman	Water Purchase	OHP	PV	PT	State Water	Total
PY Actual	\$11,049K	\$1,601K	\$1,799K	\$3,095K	\$345K	\$462K	\$3,262K	\$21,613K
CY Plan	\$12,630K	\$801K	\$2,420K	\$1,228K	\$263K	\$262K	\$1,680K	\$19,284K
CY Forecast*	\$14,300K	\$1,209K	\$1,527K	\$3,037K	\$217K	\$692K	\$2,657K	\$23,639K
Forecast vs PY	\$3,251K	\$(392K)	\$(272K)	\$(58K)	\$(128K)	\$230K	\$(605K)	\$2,026K
Forecast vs Plan	\$1,670K	\$408K	\$(893K)	\$1,809K	\$(46K)	\$430K	\$977K	\$4,355K

* Also includes adjustments made earlier in the FY.

UNITED WATER CONSERVATION DISTRICT 14

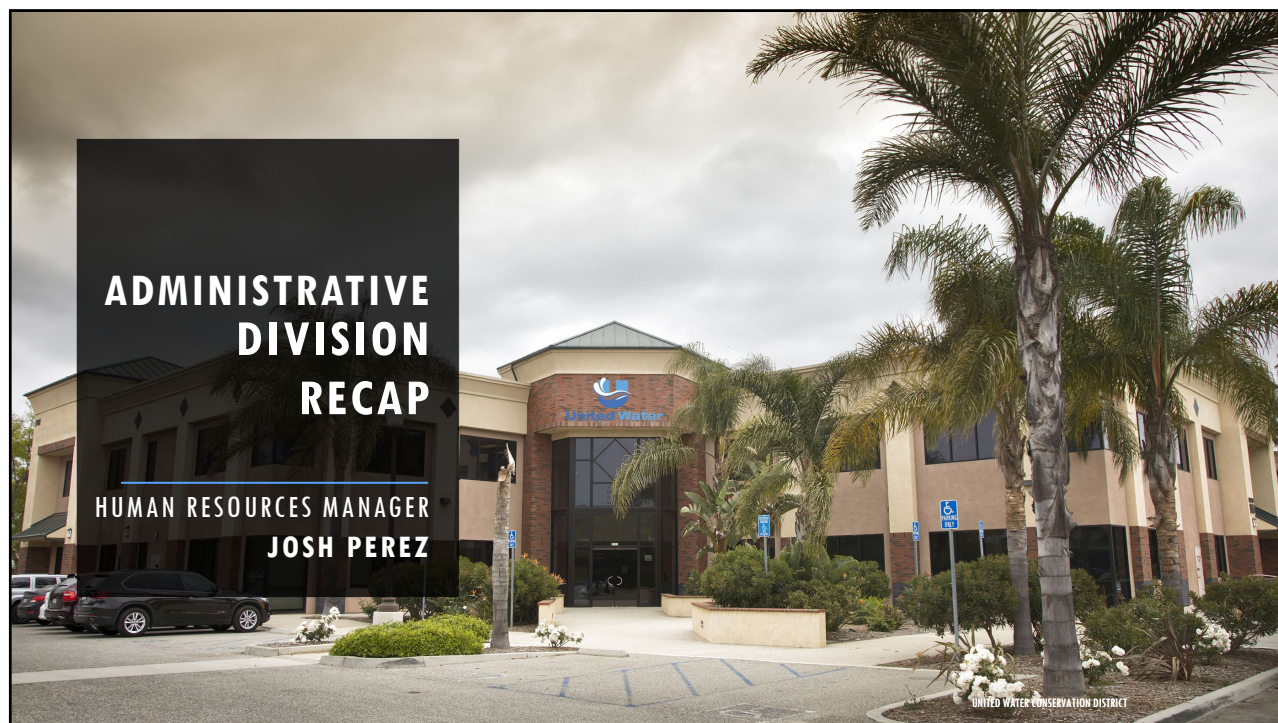
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- Compiled department requests to form preliminary budget and calculate proposed rates for FY 21-22.
- Provided Proposed Budget Projections to rate analysts and received their preliminary results.
- Met with Department Managers to review their March YTD spend and created an updated projection and analysis of total FY 20-21 spend.
- Continued to work with Lake Piru staff to improve the revenue collection and reporting process at the Recreation Area.
- Filed annual State Controller's Compensation Report.
- Two Finance staff attended a CSDA webinar on Financial Management for Special Districts.

FINANCE DIVISION RECAP

UNITED WATER CONSERVATION DISTRICT 15



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2 ATTACHMENT A: Supplement to Finance and Audit Committee MINUTES

UWCD Finance and Audit Committee Presentation - May 11, 2021 Monthly Administrative Services Update

- Secured UWCD sponsorship of ACWA Virtual Spring Conference "Behind the Scenes at the Monterey Aquarium" event and oversaw development of the UWCD video that opens the event (May 12 at 4pm);
- Provided administrative/clerk duties for Recreation Committee meeting (April 7), Water Resources Committee meeting (April 12), Finance Committee meeting (April 13); and Executive Committee meeting (April 26);
- Provided administrative/clerk duties for Fillmore and Piru Basins GSA Board meeting on April 15;
- Provided administrative/clerk duties for Mound Basin GSA Board meeting on April 15; and
- Continued to provide administrative/clerk duties for Ventura County Special District Association.

ADMINISTRATIVE DIVISION RECAP
UNITED WATER CONSERVATION DISTRICT 17



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- Processed onboarding paperwork for several new seasonal Park Ranger staff members Camp Host volunteers.
- Assisted staff with several inquiries regarding District benefits.
- Coordinated all staff e-mail regarding COVID-19 Special SL leave adopted by the State Legislature.
- Processed promotion paperwork for several Field Technicians.
- Processed several staff 457b contribution changes during the month.
- Coordinated several mandated Department of Transportation specialized tests required to maintain Class A licenses in April.
- Coordinated with SDRMA to add new equipment purchased by the District to ensure sustained coverage of the equipment.

ADMINISTRATIVE DIVISION RECAP
UNITED WATER CONSERVATION DISTRICT 18

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- Provided COVID-19 update and annual respiratory protection training to staff during monthly safety meeting.
- Disseminated COVID-19 updates to staff as well as guidance for return to work to Oxnard HQ staff.
- Coordinated and participated in FERC Security Branch Spring Webinar for Engineering, O&M, and Admin Services Departments.
- Evaluated and processed California SB 338 policy updates to Ranger's policy manual.
- Enrolled and tested Emergency Notification System with new staff, including the system's new mobile application.
- Finalized CPR/First Aid/AED Instructor Portal Configuration and Acquisition of Training Supplies; initiated/assigned blended CPR/First Aid/AED blended learning course.
- Assisted with the ongoing procurement effort of District's best-in-class iPad initiative/program.

ADMINISTRATIVE DIVISION RECAP

UNITED WATER CONSERVATION DISTRICT 19

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- Supported a Cyber Security Advisory originating from security alert from behavior analytics AI software. Through analysis from staff and the security engineers from product support, it was determined to be a false positive and corrective changes were implemented.
- Setup IT Accounts, e-mails, and provided proper IT equipment as necessary to Recreation staff that joined the District in the month of April.
- Provided support for five Board/Committee meetings in April.
- Provided IT Support of the Lake Piru Recreational Area Public accessible Wi-Fi. As of April 30, six of the planned potential wireless access points have been deployed in the campground and are operational. These areas include the following: Restroom areas, Gatehouse, and the Rangers Station.
- Two supplementary access points are planned for the storefront area and the perimeter to enhance the experience of our guests.

ADMINISTRATIVE DIVISION RECAP

UNITED WATER CONSERVATION DISTRICT 20

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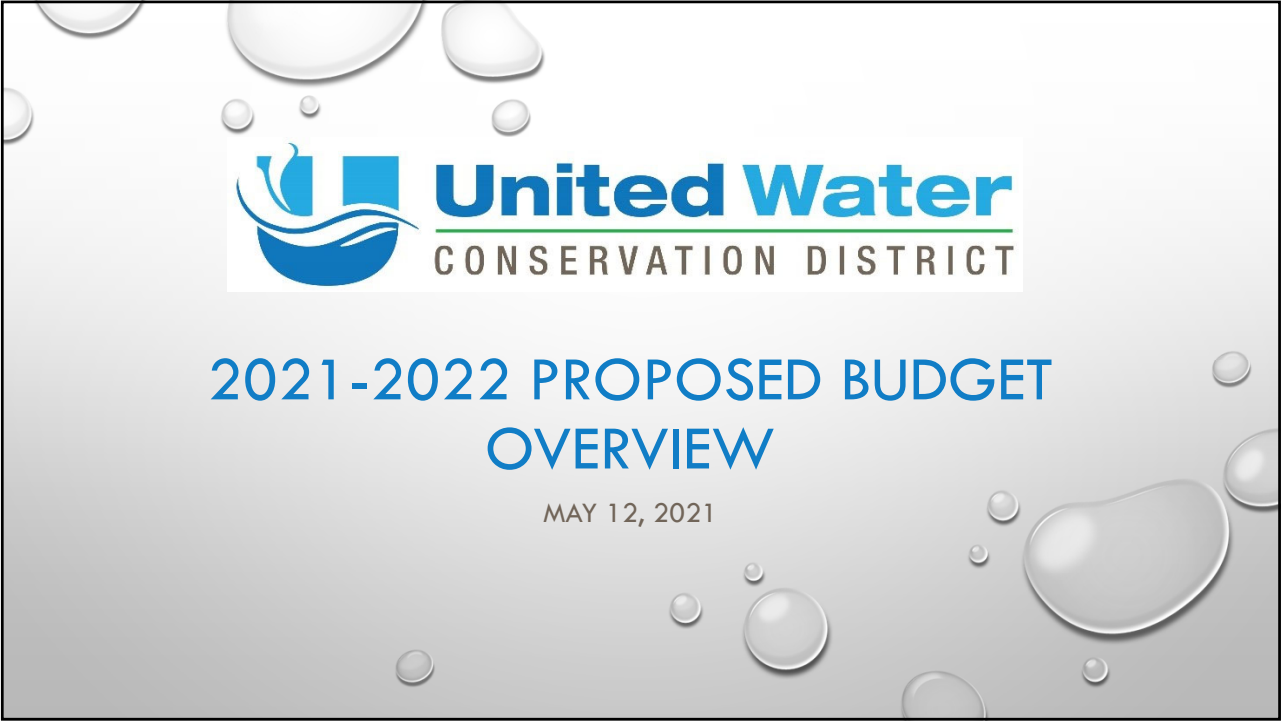
ADJOURNMENT
Chair Sheldon Berger



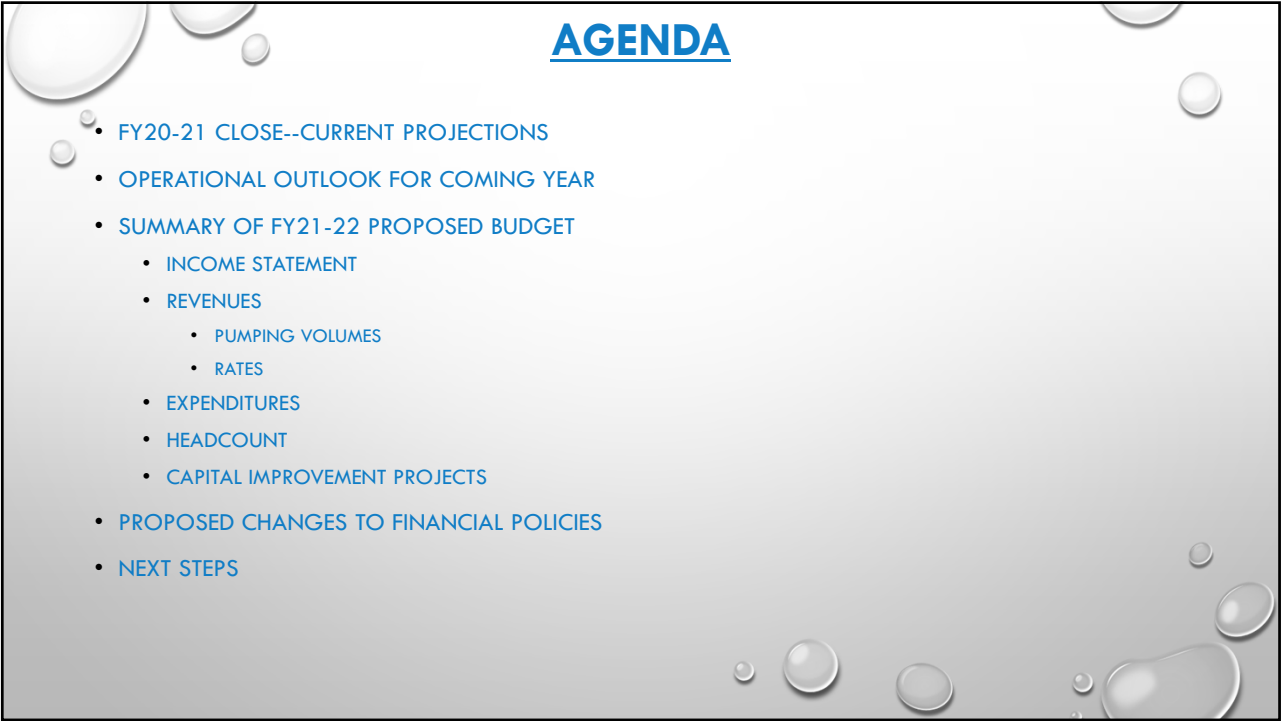
Thank you!

United Water Conservation District
"Conserving water since 1927"

UNITED WATER CONSERVATION DISTRICT 23



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FY20-21 PROJECTED FINISH					
OPERATING REVENUE AHEAD OF PLAN ON PUMPING AND DELIVERY VOLUMES—OPEX IN LINE WITH PLAN					
<i>in \$000's</i>	FY19-20 Actual	FY20-21 Budget	FY20-21 Projected Finish	Projection vs Budget	Projection vs PY
Taxes	1,911	3,547	3,547	0%	86%
Water Delivery/Fixed Cost	10,223	9,024	11,421	27%	12%
Groundwater	13,880	13,820	14,595	6%	5%
Other	15,500	9,771	9,746	0%	-37%
Water Purchase Surcharge	526	505	566	12%	8%
Total Revenue	41,514	36,667	39,875	9%	-4%
Personnel Expense	6,654	6,822	7,073	4%	6%
Operating Expense	13,237	12,297	12,229	-1%	-8%
Allocated Overhead	4,356	4,638	4,638	0%	6%
Debt Service	859	2,853	1,466	-49%	71%
Other	16,800	13,848	14,321	3%	-15%
Total Expenditure	41,905	40,459	39,727	-2%	-5%

- H1 ACTUAL AND H2 PROJECTED PUMPING VOLUMES 12% ABOVE PLAN;
- FY VOLUME VS PLAN INCREASES PROJECTED REVENUE BY \$0.8M
- HIGHER PIPELINE VOLUMES, ADD \$2.4M TO PIPELINE AND IN-LIEU PUMPING REVENUE
- INCREASED LEGAL EXPENSE OFFSET BY UTILITIES AND MAINTENANCE SAVINGS KEEP OPEX AT PLAN
- DEBT SERVICE UNDER PLAN OVER PY ON TERMS OF NOV'20 DEBT ISSUE

3

FY21-22 OPERATIONAL OUTLOOK	
LEGAL AND REGULATORY ISSUES CONTINUE TO DEMAND FINANCIAL RESOURCES AND MANAGEMENT TIME	
<ul style="list-style-type: none"> • REGULATORY REQUIREMENTS AT FREEMAN DIVERSION DRIVE CIP, LEGAL EXPENSE <ul style="list-style-type: none"> • CIP—PHYSICAL MODELS OF FISH LADDER--\$3.2M • LEGAL—CONTINUED HEARINGS ON INJUNCTION - \$1.3M • FERC, DSOD OCCUPY ENGINEERING AND EPCD RESOURCES <ul style="list-style-type: none"> • ENGINEERING—LICENSE COMPLIANCE—\$200K OPEX + \$3.3M CIP OUTLET WORKS AND PMF CONTAINMENT • EPCD—SFD FISH PASSAGE STUDY--\$500K; OTHER FERC-RELATED COMPLIANCE--\$375K; • INCREASED LEGISLATIVE OUTREACH AND PUBLIC INFORMATION EFFORTS TO MANAGE DYNAMIC LEGAL/REGULATORY ENVIRONMENT <ul style="list-style-type: none"> • FEDERAL AND STATE ADVOCACY--\$300K; PUBLIC EDUCATION AND OUTREACH--\$375K • LEGAL EXPENSE, EXCLUDING FREEMAN COMPLAINT--\$1.2M • HEADCOUNT—NET INCREASE 6 FTES <ul style="list-style-type: none"> • 2% COLA INCREASE AS MANDATED BY MOU • OVERALL PERSONNEL COST INCREASE 10% 	

4

FY21-22 BUDGET HIGHLIGHTS

MOVING FORWARD

- **PROGRESS ON SUSTAINABILITY PROJECTS**
 - INCREASED GROUNDWATER RATES FOR ZONE A&B
 - OH PIPELINE FUND BALANCES RESULT IN HIGHER FIXED, LOWER VARIABLE RATES, PTP RATES FLAT
 - CURRENT YEAR MAINTENANCE MOVES PV RATES BACK TO FY19-20 LEVELS
 - BUDGETED CIP \$11.4M + \$11.4M IN CARRY-OVER FROM FY'20-21
 - +3 FTE IN ENVIRONMENTAL SERVICES (2 TEMP-PERM), +1 AT LAKE PIRU, +1 IT MANAGER, +1 HR CLERK, +1 WATER RESOURCES TECH
 - -1 ASSISTANT GM
- **ADDRESSING REGULATORY ENVIRONMENT**
 - **MANAGING LEGAL CHALLENGES**

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FY21-22 BUDGET OVERVIEW

REVENUE FLAT ON LOWER VOLUMES—OPEX UP 10%

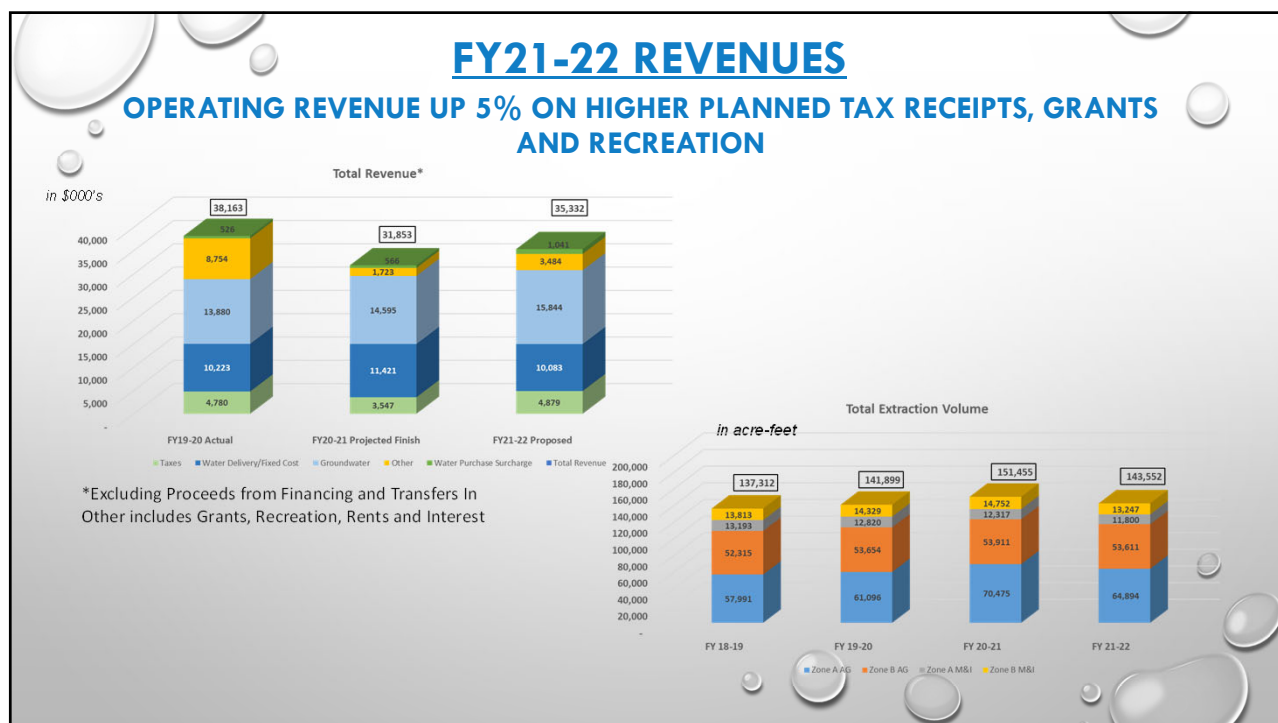
in \$000's	FY19-20 Actual	FY20-21 Projected Finish	FY21-22 Proposed	Budget vs CY Projection	Budget vs FY19-20
Beginning Balance	20,440	19,814	23,639	19%	16%
Taxes	1,911	3,547	4,879	38%	155%
Water Delivery/Fixed Cost	10,223	11,421	10,083	-12%	-1%
Groundwater	13,880	14,595	15,844	9%	14%
Other	15,500	9,746	10,291	6%	-34%
Water Purchase Surcharge	526	566	1,041	84%	0%
Total Revenue	41,514	39,875	42,139	6%	2%
Personnel Expense	6,654	7,073	7,909	12%	19%
Operating Expense	13,237	12,229	13,694	12%	3%
Allocated Overhead	4,356	4,638	4,941	7%	13%
Debt Service	859	1,466	3,181	117%	270%
Other	16,800	14,321	14,905	4%	-11%
Total Expenditure	41,905	39,727	44,629	12%	6%
Ending Balance	21,613	23,639	23,643	0%	9%

- **PLANNED PUMPING VOLUMES 5% BELOW FY20-21 TO REDUCE LIKELIHOOD OF REVENUE DEFICITS**
- **PIPELINE VOLUMES IN LINE WITH HISTORIC AVERAGES—LOWER THAN CURRENT YEAR**
- **PERSONNEL EXPENSE UP ON FTE ADDS**
- **OPEX INCREASE ON EQUIPMENT REPLACEMENT AND FCGMA FEES**
- **LEGAL FEES DRIVE INCREASED OVERHEAD ALLOCATION**
- **FY20-21 ALL FUNDS TO REMAIN AT/ABOVE MINIMUM BALANCE**

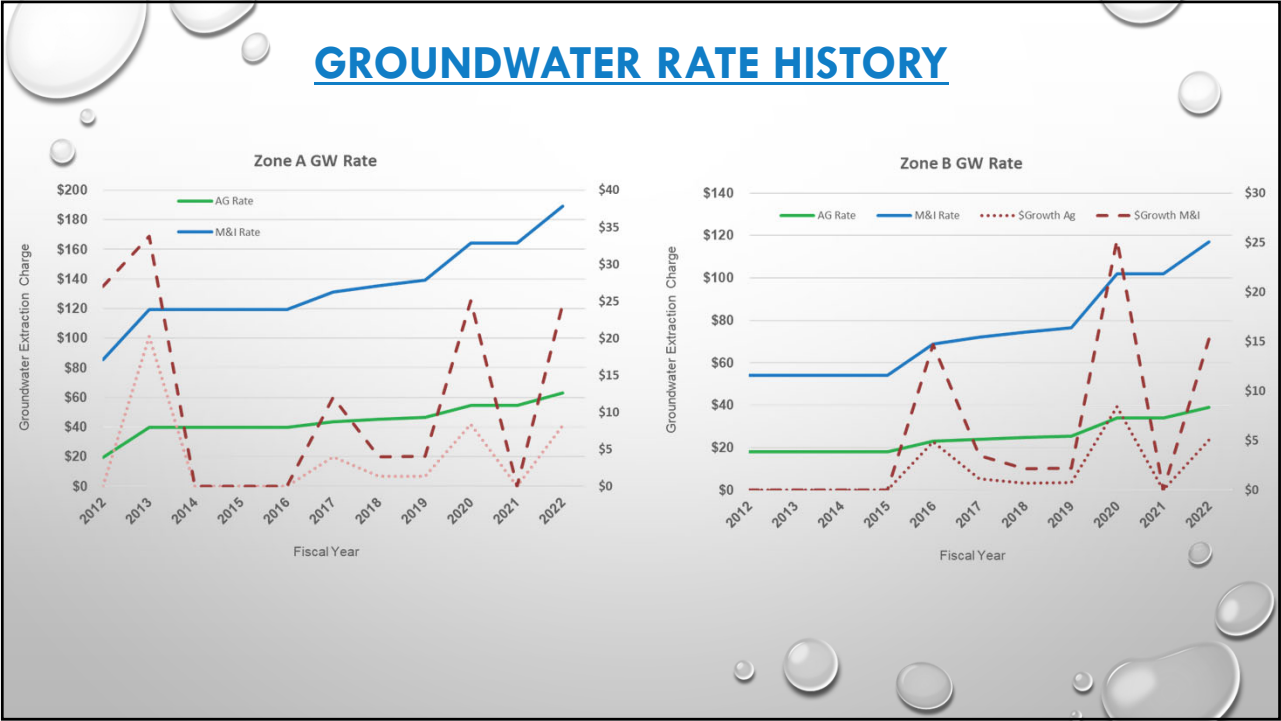
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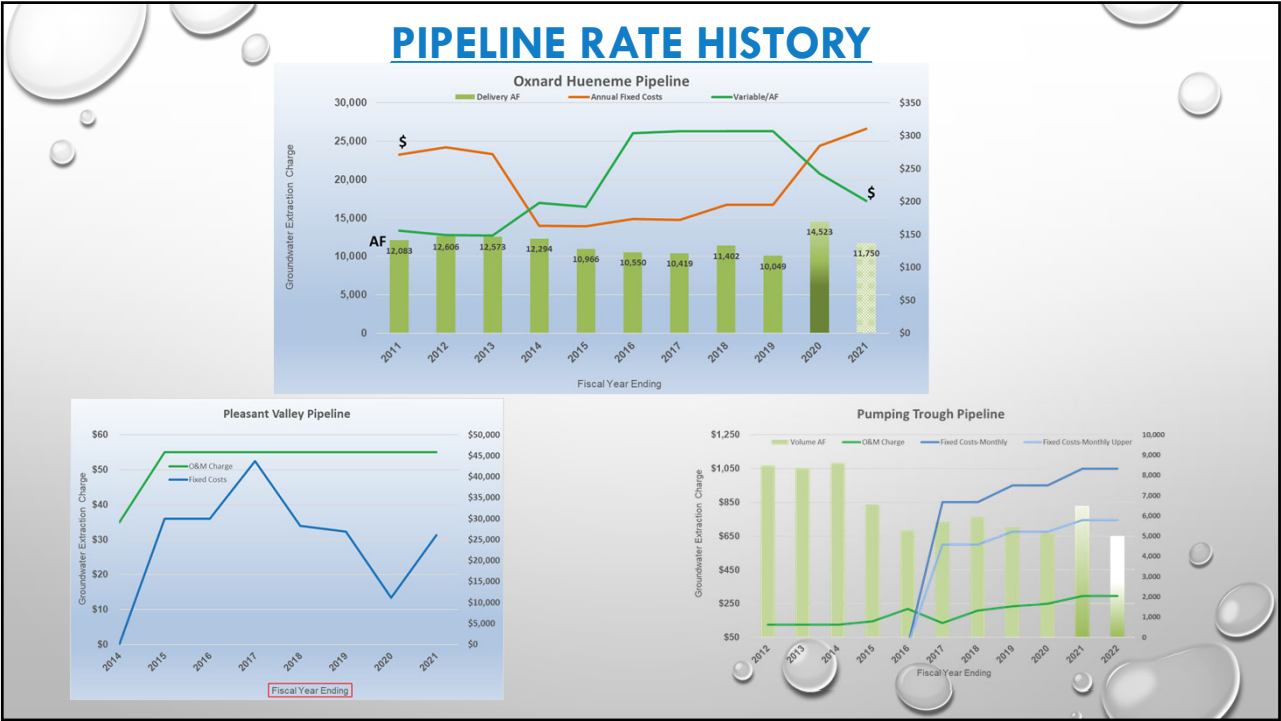
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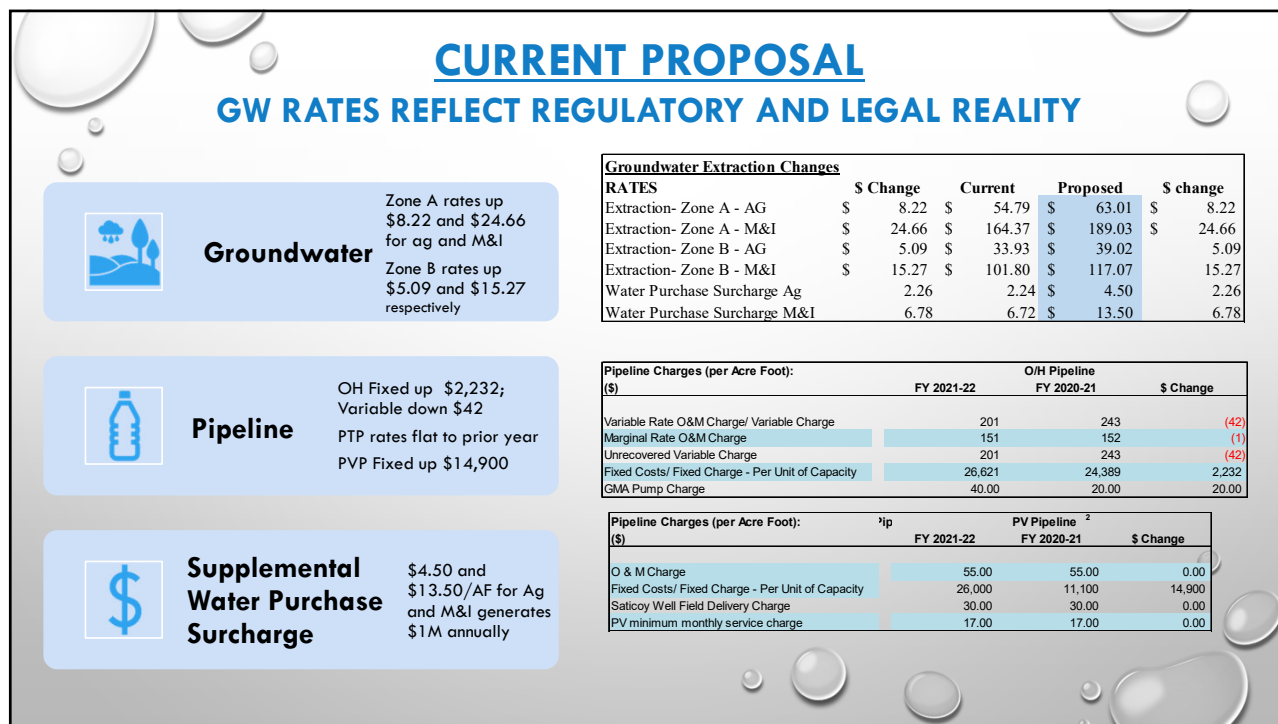
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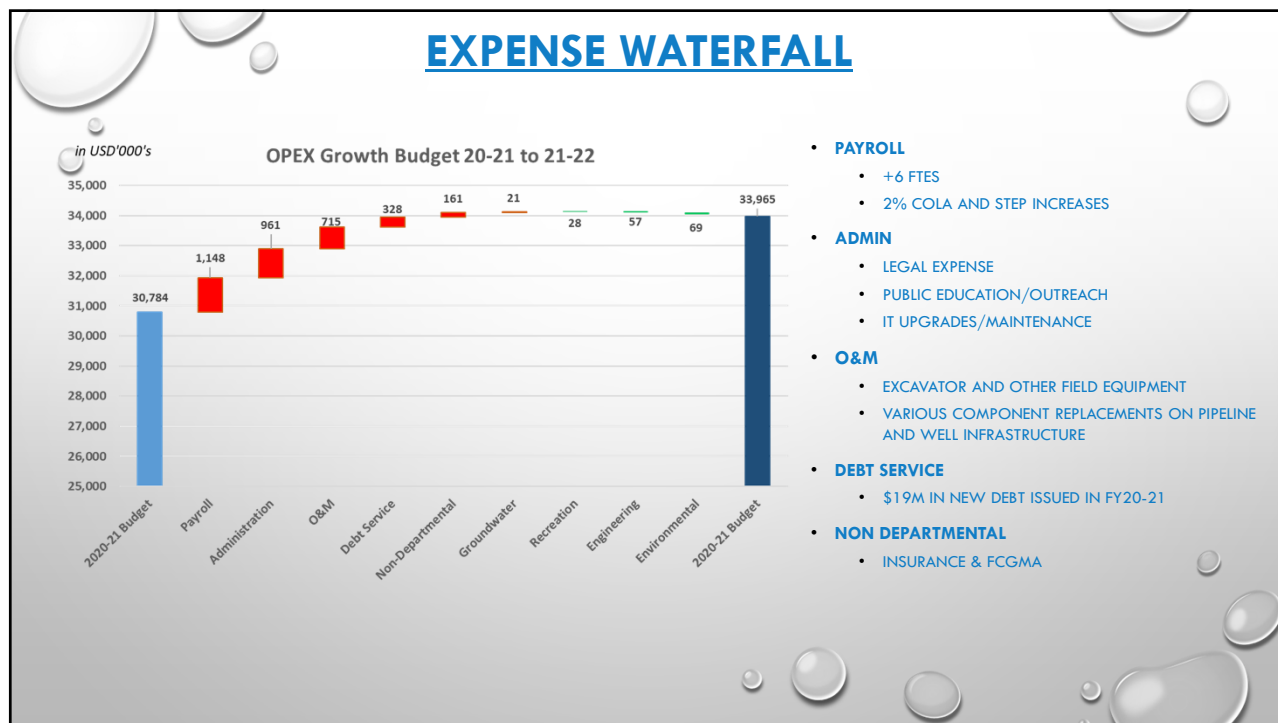
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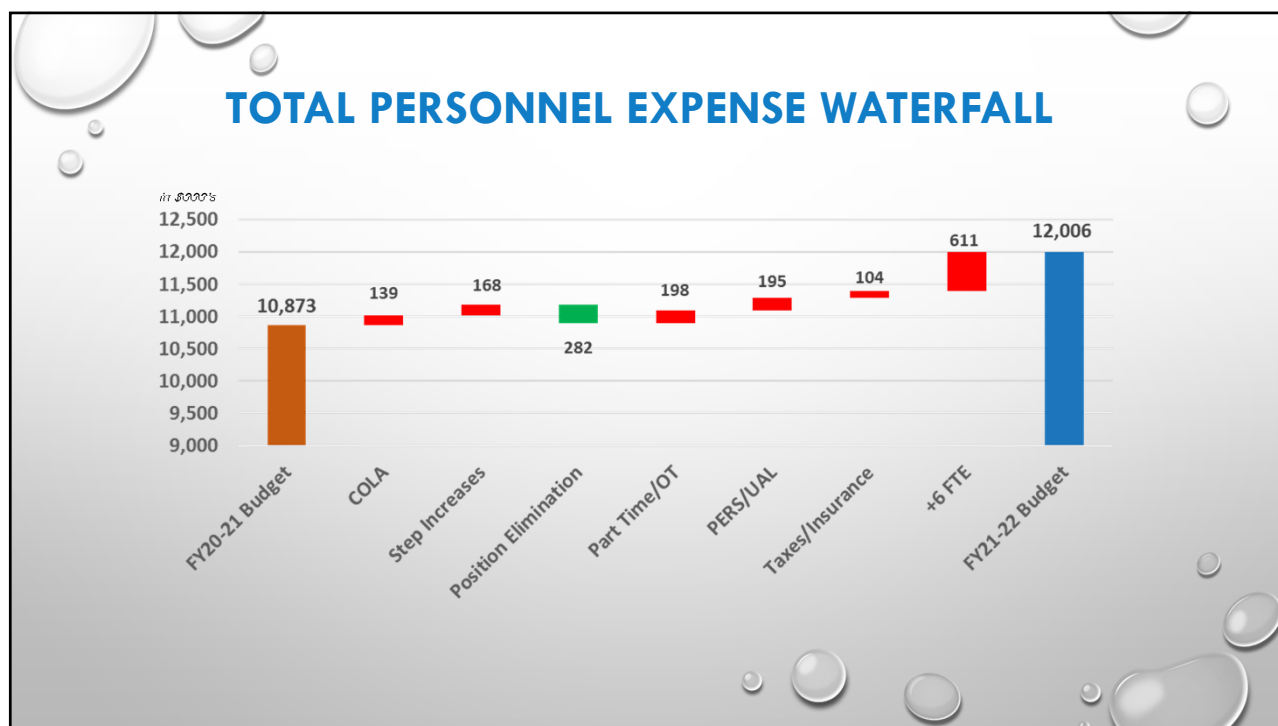
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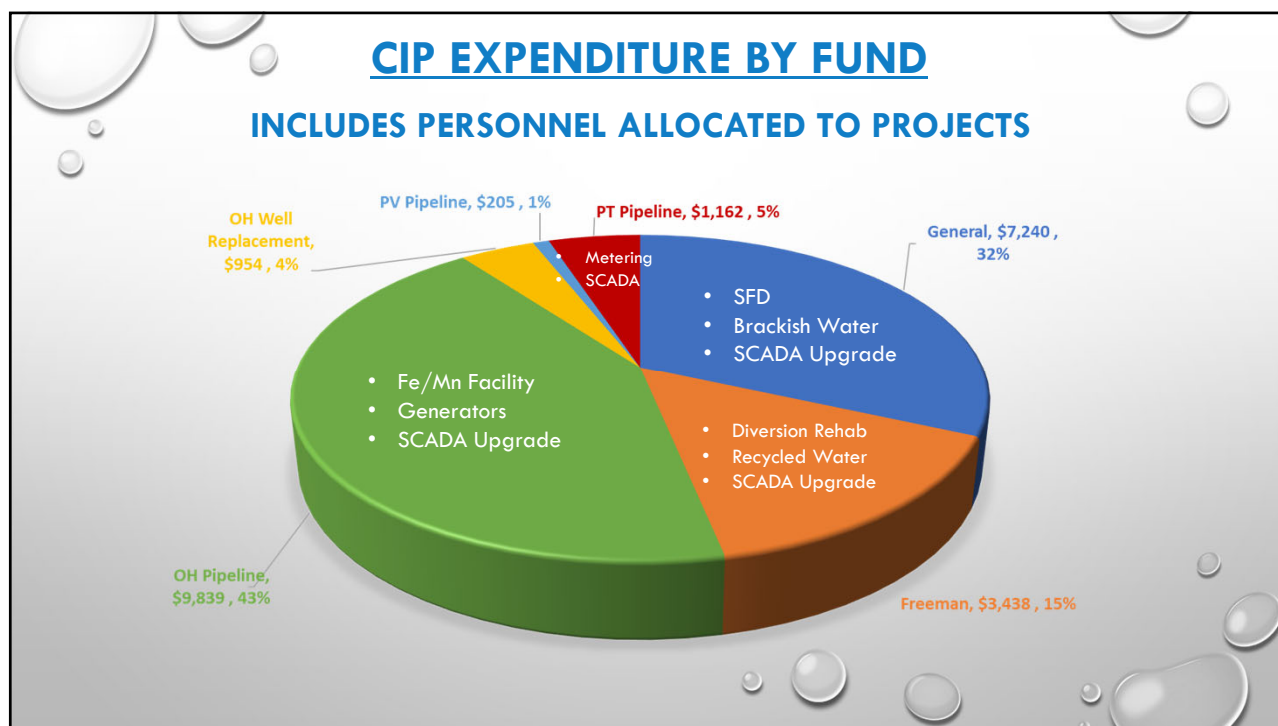
CIP EXPENDITURE BY PROJECT

INCLUDES PERSONNEL ALLOCATED TO PROJECTS

(\$ thousands)

Description	Prior Year Carryover	Budget FY 2021-22	Est FY2021-22 Spend	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-thereafter	Total Project Cost
OHP Iron and Manganese Treatment Removal	3,941	4,443	8,384	2,948	-	-	-	16,511
Freeman Diversion Rehab	2,451	671	3,122	1,050	9,700	-	106,400	129,238
SFD Outlet Works Rehab	477	1,504	1,981	1,480	1,230	16,035	32,070	57,836
SFD PMF Containment	386	894	1,280	2,205	1,010	750	39,275	49,433
Well Replacement Program	926	27	954	-	-	-	-	2,544
OH System Emergency Generator	(11)	876	865	-	-	-	-	1,133
Ferro-Rose Recharge	578	256	834	3,880	3,600	2,375	26,750	39,349
Coastal Brackish Water Treatment Plant	268	585	853	2,114	3,247	13,011	177,316	196,940
Lake Piru Improvements (Multiple Projects)	99	709	807	-	-	-	-	909
All Other Projects	1,649	1,322	2,972	777	2,131	-	-	9,662
TOTAL AMOUNT PER YEAR	11,409	11,427	22,837	14,454	20,918	32,171	381,811	505,002

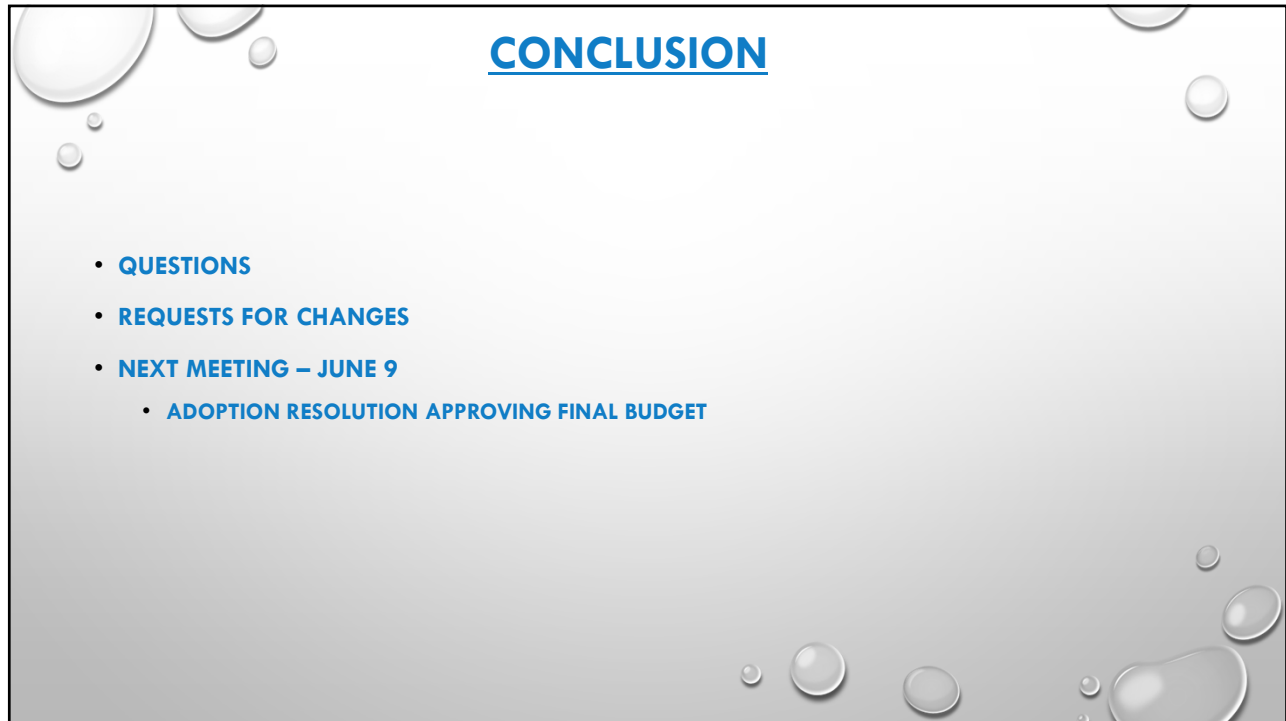
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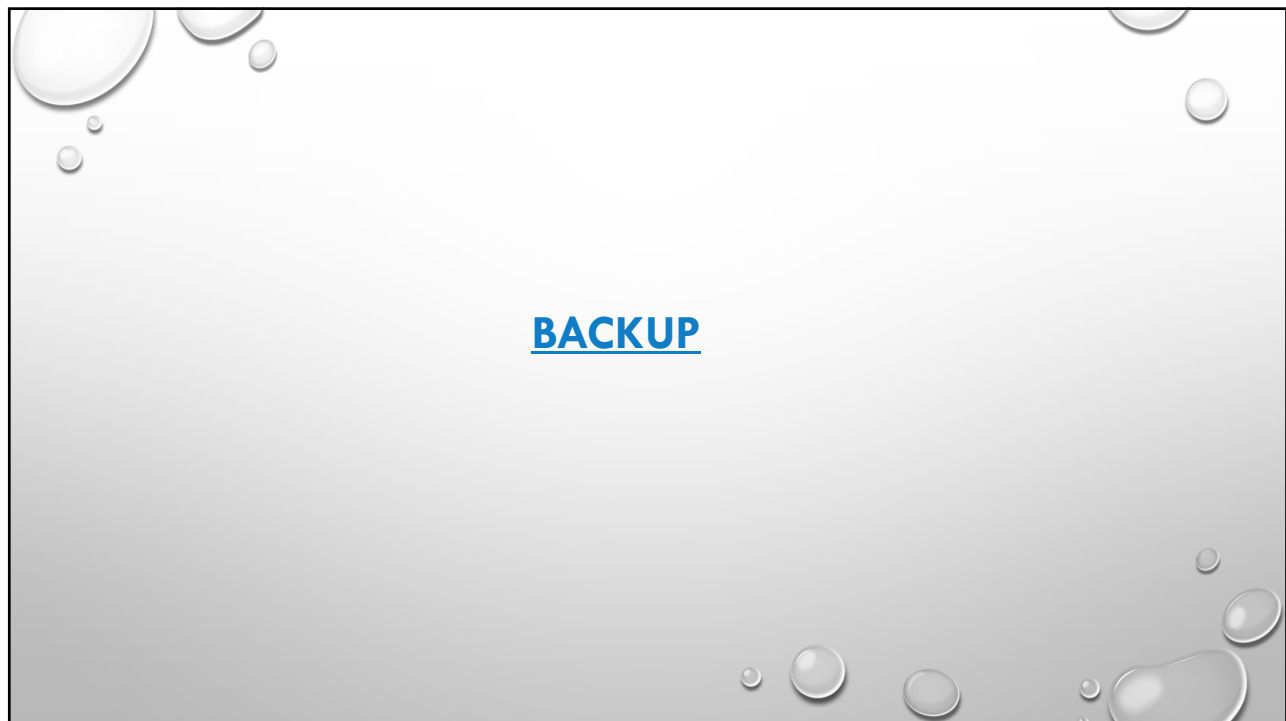
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- ### POLICY-CHANGE PROPOSALS
- **PRIMARY CHANGES—CLARIFICATION**
 - LIMITED AS MUCH AS POSSIBLE TO PRESCRIPTIVE POLICY STATEMENTS
 - REDUCED LENGTH OF POLICY MANUAL
 - **ALLOCATION OF LEGAL EXPENSE**
 - WISHTOYO-RELATED EXPENSE 75% WATER CONSERVATION/25% FREEMAN FUND
 - REPRESENTS CHANGE IN NATURE OF COMPLAINT
 - RETROACTIVE TO IMPLEMENTATION OF NOVEMBER 2018 ORDER
 - **RAISED PURCHASING AUTHORITY FOR CHIEF OF OPERATIONS AND CHIEF ENGINEER**
 - \$50K—BETTER SUPPORTS SIZE/SCOPE OF WORK
 - **CFO BUDGET TRANSFER AUTHORITY**
 - UP TO \$10K FOR OPERATIONAL EFFICIENCY

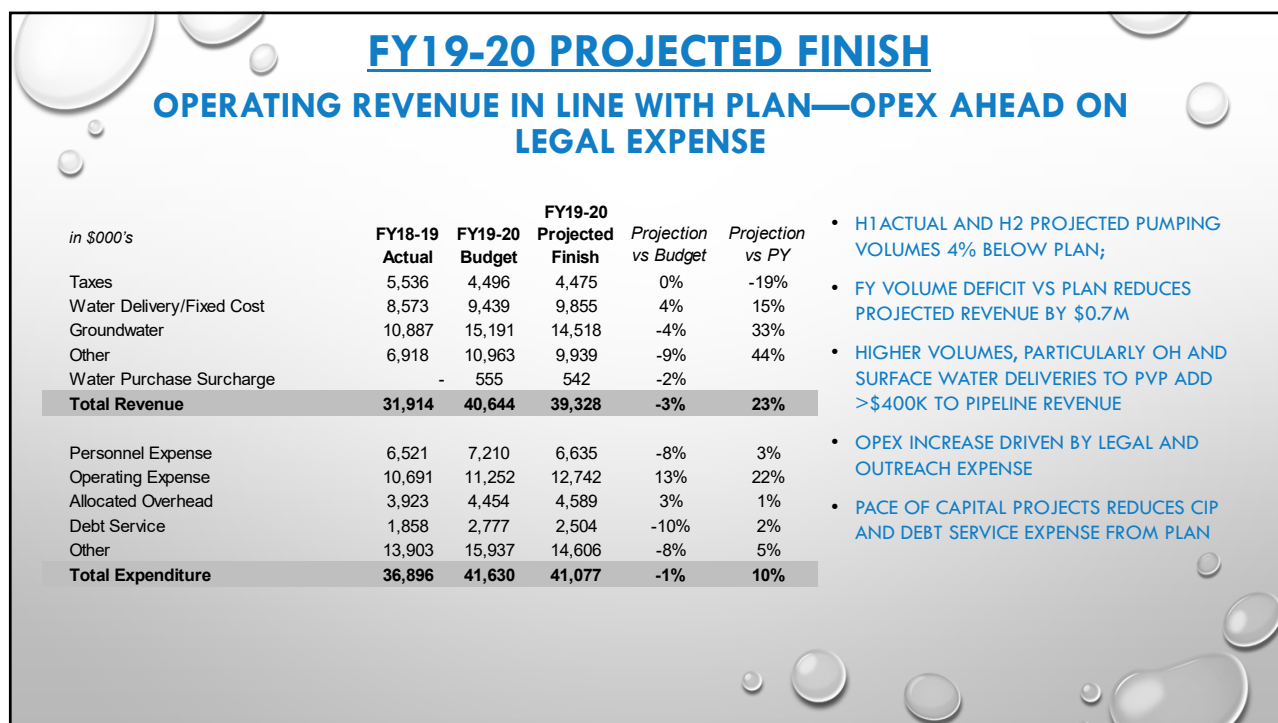
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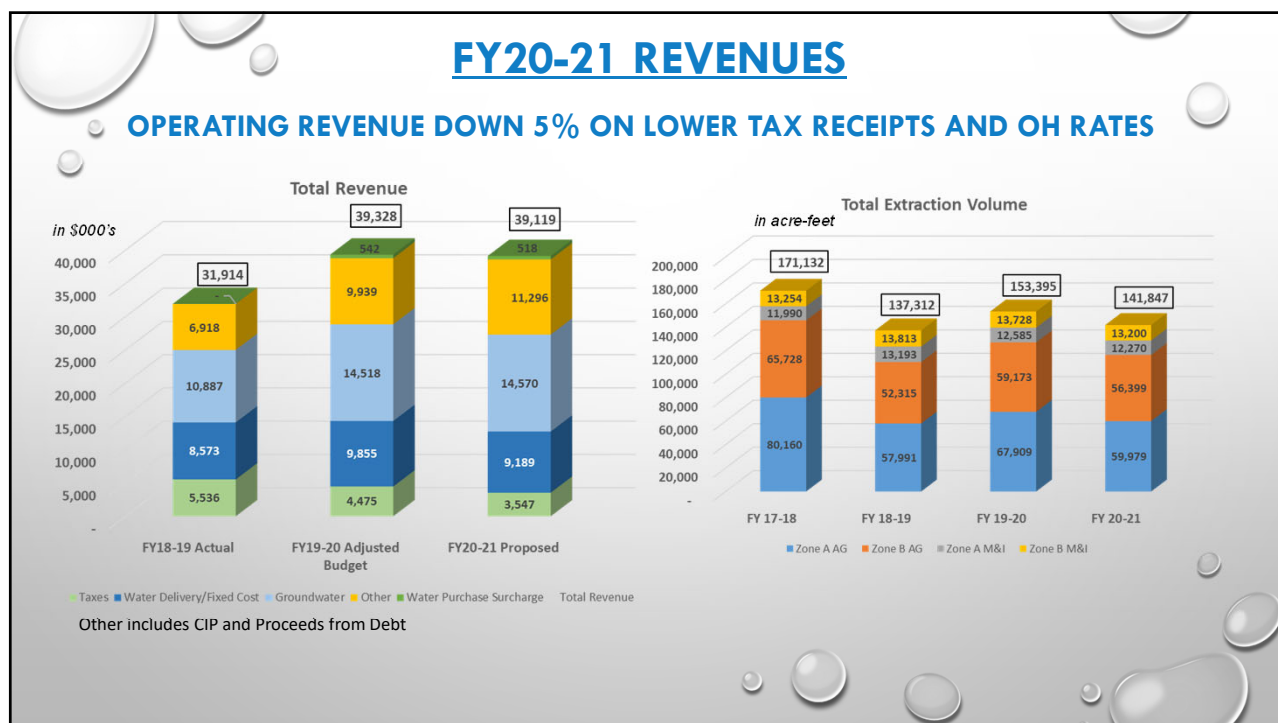
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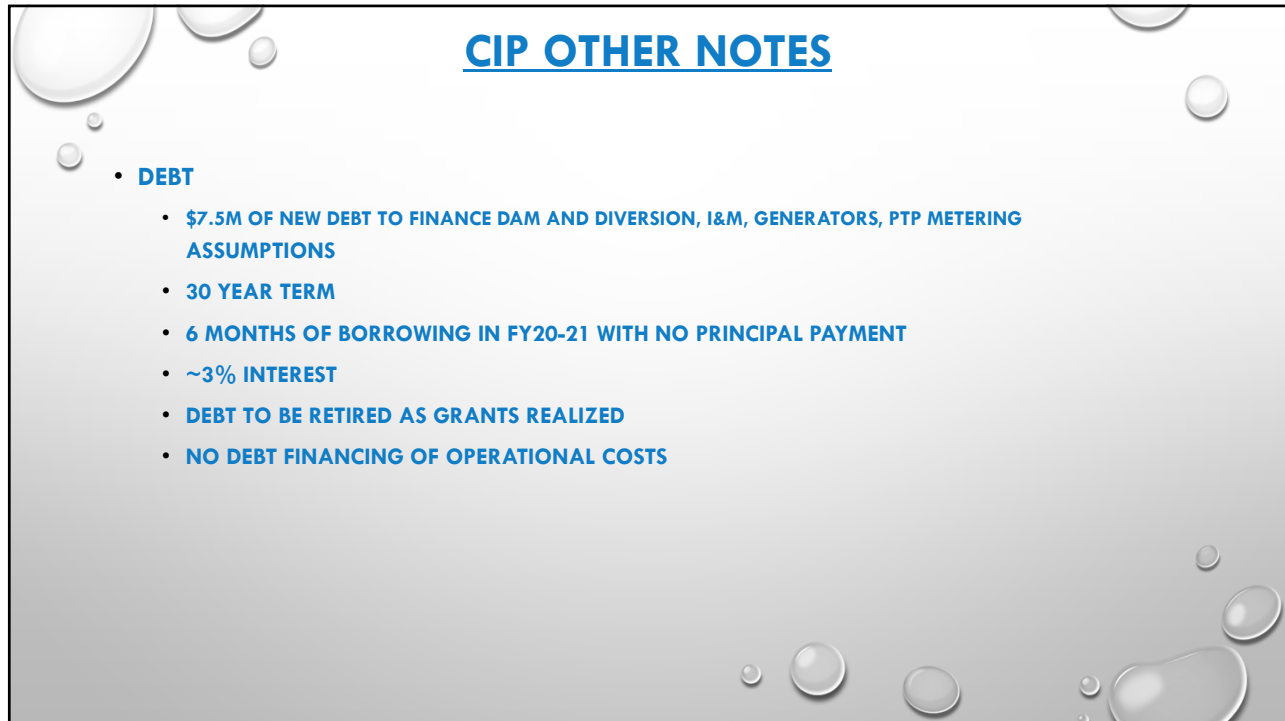
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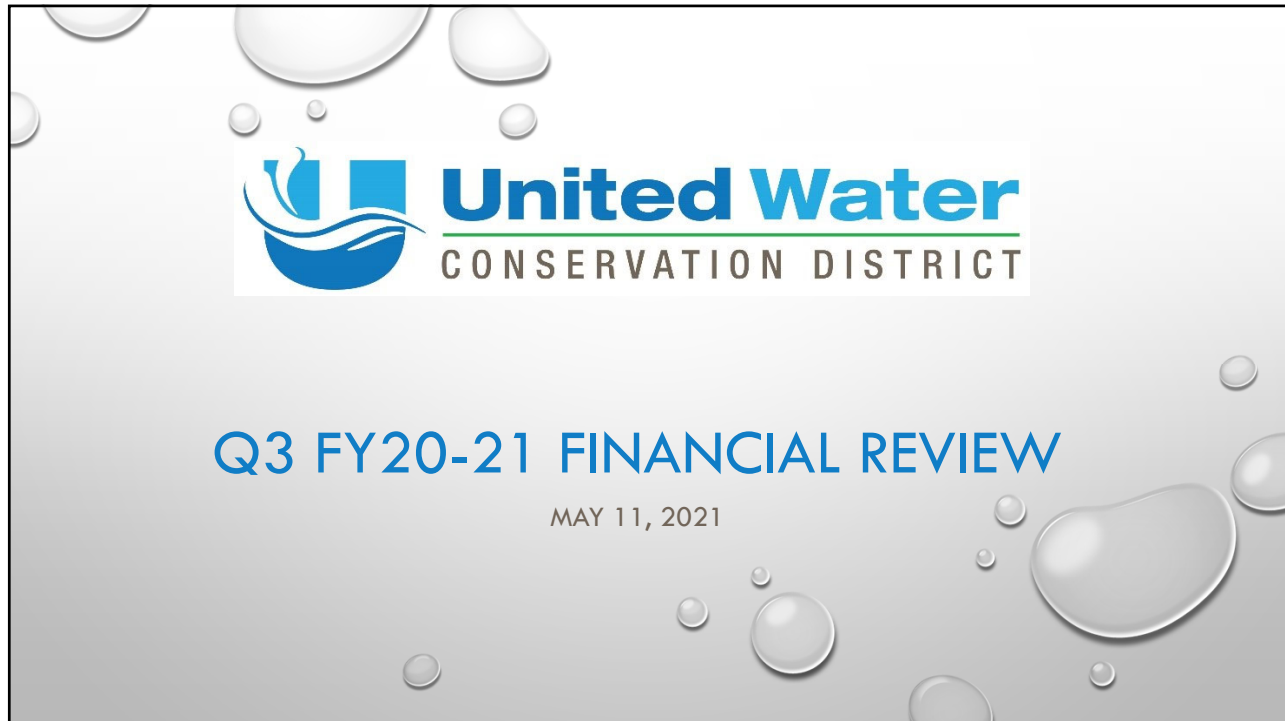


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CIP OTHER NOTES

- **DEBT**
 - **\$7.5M OF NEW DEBT TO FINANCE DAM AND DIVERSION, I&M, GENERATORS, PTP METERING ASSUMPTIONS**
 - **30 YEAR TERM**
 - **6 MONTHS OF BORROWING IN FY20-21 WITH NO PRINCIPAL PAYMENT**
 - **~3% INTEREST**
 - **DEBT TO BE RETIRED AS GRANTS REALIZED**
 - **NO DEBT FINANCING OF OPERATIONAL COSTS**



1

Q3 HIGHLIGHTS

REVENUE AND OPEX ACTUALS CONTINUE FAVORABLE TO PLAN

REVENUE

- OPERATING REVENUE 25% AHEAD OF PLAN ON GW EXTRACTION AND PIPELINE DELIVERIES

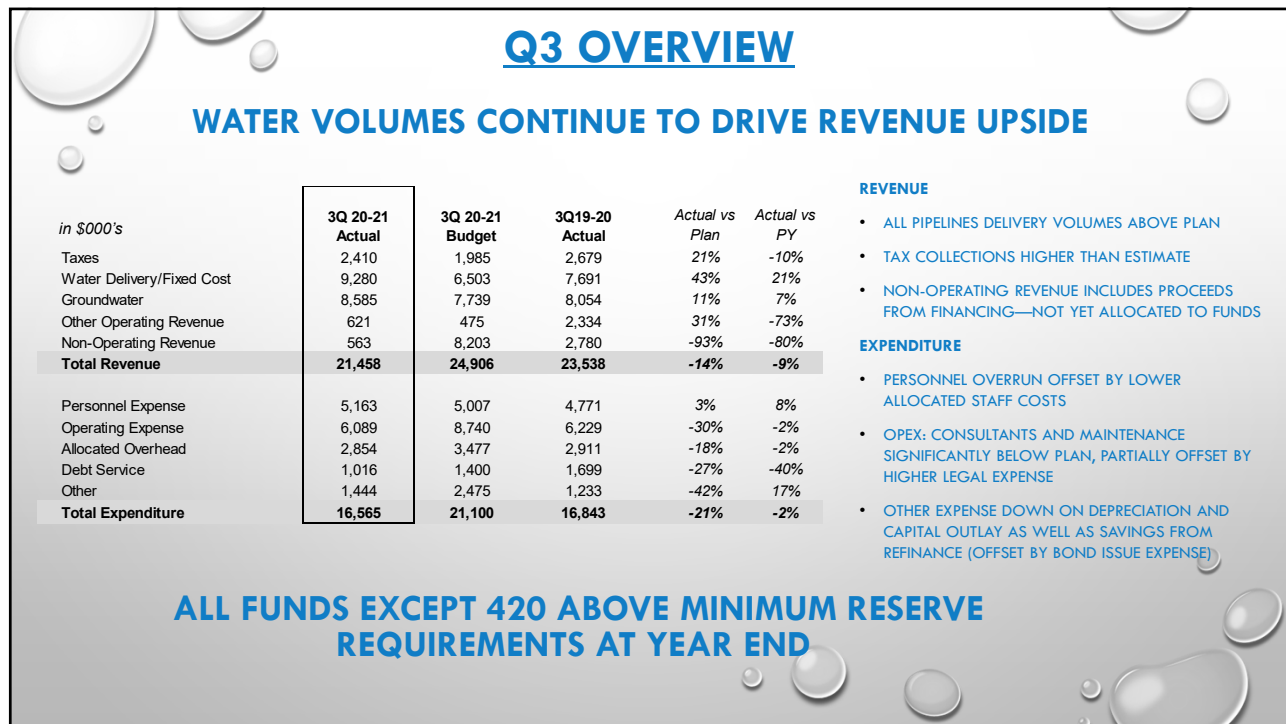
EXPENDITURE

- PERSONNEL SLIGHTLY BELOW PLAN ON VACANCIES
- PROFESSIONAL FEES, MAINTENANCE AND TRAVEL DRIVE UNDERRUN TO PLAN
 - PARTIALLY OFFSET BY HIGHER LEGAL FEES
- ALLOCATED OVERHEAD BELOW PLAN ON LOWER OPEX
- 38% OF APPROVED CIP SPENT YEAR TO DATE

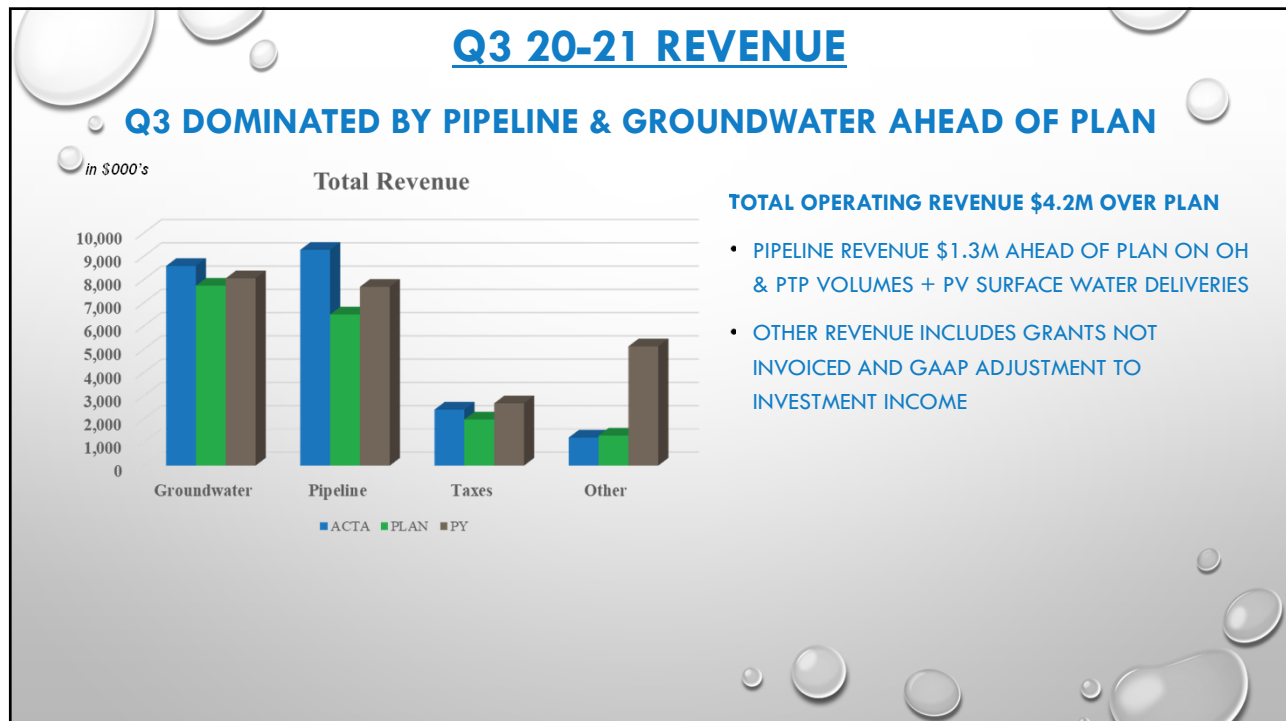
FUND BALANCE

- FREEMAN FUND BELOW MINIMUM BALANCE—PLAN FOR REMEDIATION IN DEVELOPMENT

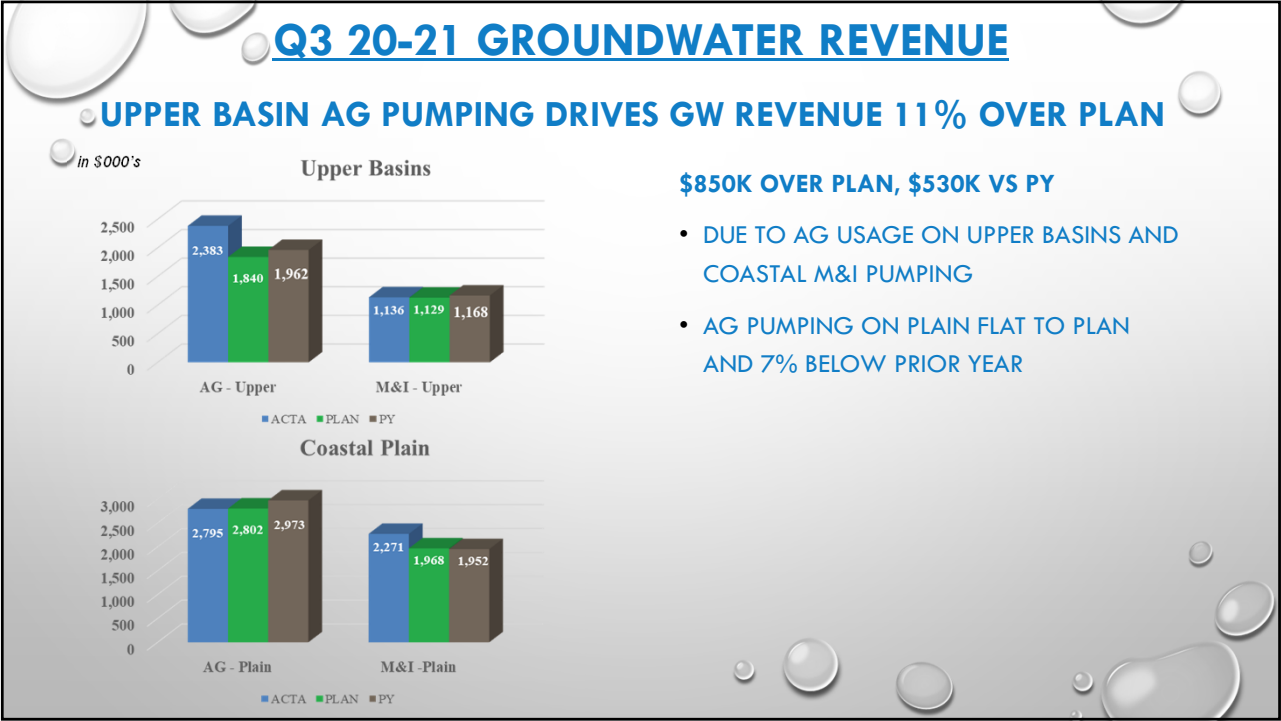
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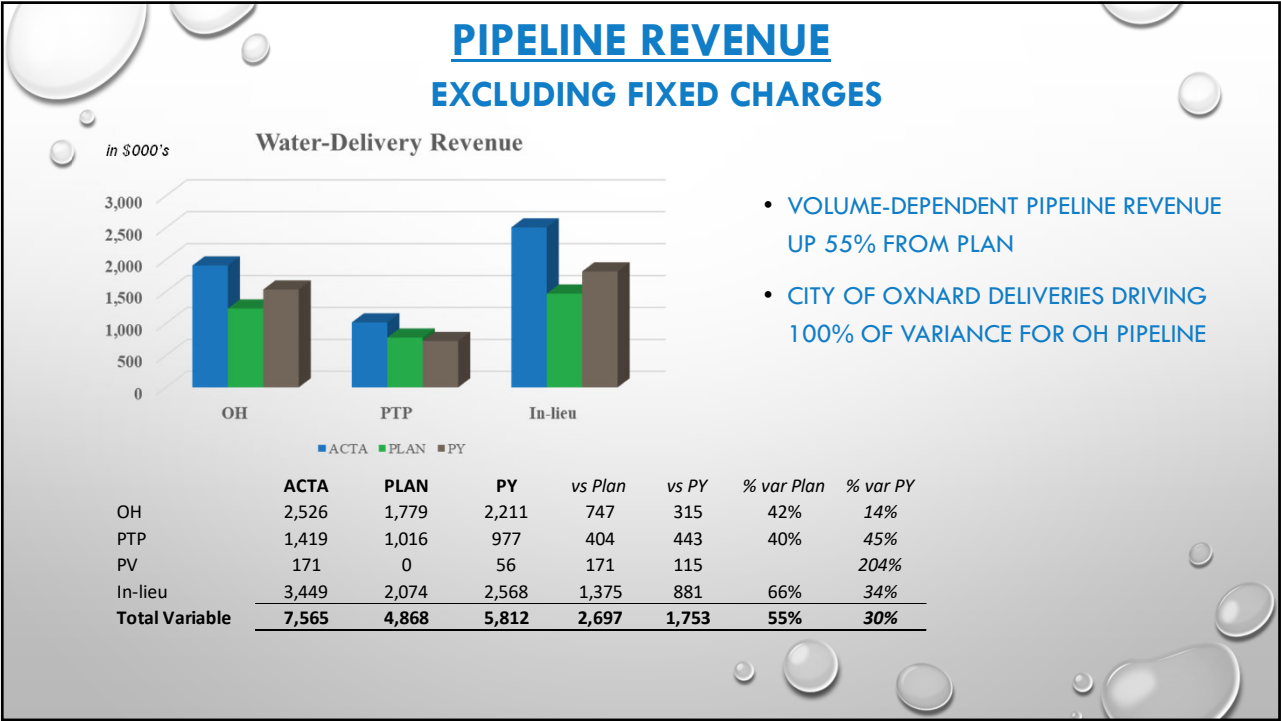
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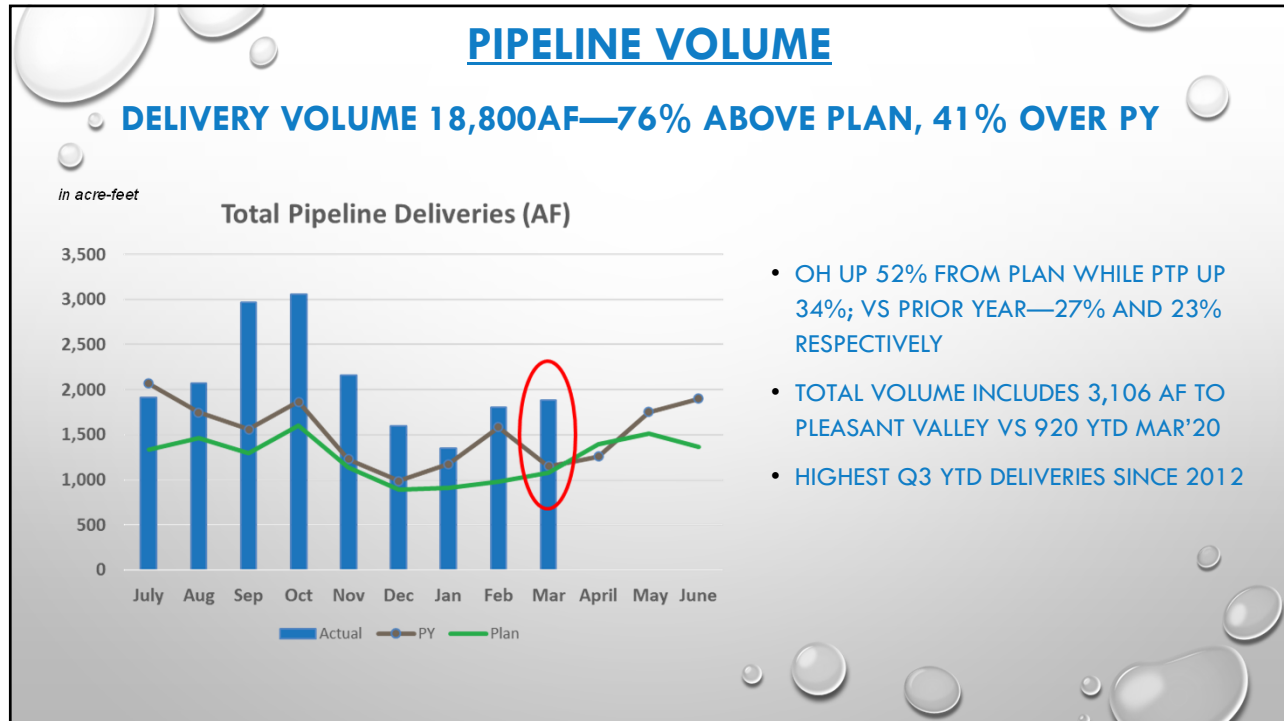
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7

PERSONNEL EXPENSES

\$250K (3%) BELOW PLAN, 7% OVER PY

	3Q 20-21 Actual	3Q 20-21 Budget	PY Actual	Var to Plan	%Var to Plan	Var to PY	%Var to PY
\$000's							
Regular Salary	4,792	4,987	4,565	-196	-4%	227	5%
Over-time Sal	124	82	120	42	52%	3	3%
Part-time Sal	167	185	131	-17	-9%	36	28%
Salaries	5,083	5,253	4,816	-171	-3%	267	6%
Retirement- Classic	1,256	1,293	1,106	-38	-3%	149	13%
Retirement - PEPR	155	158	136	-3	-2%	20	14%
Soc Sec/401a/457b	296	301	284	-5	-2%	12	4%
OPEB Expense	22	21	20	1	6%	2	9%
Retirement PEB Expense	29	0	26	29	-	3	11%
Medical Ins Exp - Coverage	539	660	541	-121	-18%	-2	0%
Medicare Expense	73	77	69	-4	-5%	4	6%
LTD	9	13	9	-4	-29%	1	6%
Life Insurance	15	20	16	-5	-24%	0	-3%
SUI Expense	13	14	14	-1	-7%	-1	-10%
Worker's Comp	193	123	111	70	57%	82	74%
Employee Benefits	2,599	2,679	2,331	-80	-3%	268	11%
Total Personnel Expense	7,682	7,932	7,147	-250	-3%	535	7%

- SALARIES SLIGHTLY UNDER PLAN DUE TO ELIMINATION OF POSITION AND VACANCIES
- OVERTIME AHEAD OF PLAN TO WEATHER/OTHER EVENTS
 - PRIMARILY SILT MANAGEMENT AT FREEMAN
 - Q3 OT AT PLAN

8

OPERATING EXPENSES

PROFESSIONAL FEES AND MAINTENANCE DRIVE PLAN UNDERRUN

	3Q 20-21	3Q 20-21	PY	Var to	%Var to	Var to	%Var to
\$000's	Actual	Budget	Actual	Plan	Plan	PY	PY
Prof. Fees - Environmental	264	687	788	-423	-62%	-524	-67%
Prof. Fees - Other	693	1,095	402	-402	-37%	291	72%
Profess Fees - Engineering	45	182	29	-137	-75%	16	54%
Prof. Fees - Financial	117	145	119	-28	-19%	-1	-1%
Prof Fees - GW, IT, HR	165	197	149	-33	-17%	16	11%
Professional Fees	1,284	2,306	1,487	-1,022	-44%	-203	-14%
Legal Fees	1,912	1,779	1,225	133	7%	687	56%
Utilities	1,016	1,096	900	-80	-7%	116	13%
Maintenance	476	1,162	593	-685	-59%	-117	-20%
Field Supplies	378	502	369	-125	-25%	8	2%
Insurance	346	355	249	-9	-3%	97	39%
Office Expenses	253	258	194	-5	-2%	58	30%
Miscellaneous	210	387	196	-178	-46%	14	7%
Travel, Meetings, Training	23	190	125	-167	-88%	-102	-81%
Gasoline, Diesel, Fuel	70	138	103	-68	-50%	-34	-33%
Fox Canyon GMA	92	155	144	-64	-41%	-52	-36%
Safety, Supplies, Clothing	52	64	38	-12	-19%	14	37%
Telephone	48	49	48	-1	-1%	0	0%
General Operating Expenses	2,963	4,357	2,960	-1,394	-32%	3	0%
State Water Import Costs	775	1,352	1,468	-578	-43%	-693	-47%
Total Operating Expenses	6,934	9,794	7,141	-2,860	-29%	-206	-3%

- PROFESSIONAL FEES UNDERSPEND DUE TO TIMING OF CONSULTING PROJECTS
- \$400K OF YTD LEGAL EXPENSE DUE TO STIPULATION, OPV, VENTURA

9

CIP UPDATE

PHYSICAL MODELLING AND I&M CONSTRUCTION WILL PICK UP CIP PACE IN H2

Project Description	Approved		Expended and Encumbered			% FY20-21 Approved YTD Spend
	Approved FY20-21	Total Approved to Date	Total as FY 2019-20	Current FY 20-21	Total to date	
Freeman Diversion Rehab	4,735	8,966	4,231	2,231	6,462	47%
OHP Iron and Manganese Treatment	4,165	5,180	1,015	146	1,161	4%
SFD Outlet Works Rehab	2,371	5,041	2,670	1,877	4,547	79%
SFD PMF Containment	2,307	4,914	2,607	1,918	4,525	83%
Well Replacement Program Well #18	958	1,590	632	487	1,119	51%
OH System Emergency Generator	909	909		293	293	32%
PTP Turnout Metering System	817	1,609	792	232	1,024	28%
Ferro-Rose Recharge	753	1,909	1,156	159	1,315	21%
Lower River Invasive Species Control	690	869	179	5	185	1%
SCADA Hardware Update	660	660		55	55	8%
Other	3,649	5,172	1,522	1,032	2,554	28%
Total	22,014	36,818	14,804	8,435	23,239	38%

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<u>SUPPLEMENTAL WATER PURCHASE FUND</u>			
STATUS UPDATE			
	<u>REVENUE</u>	<u>EXPENSE</u>	<u>BALANCE</u>
BEGINNING BALANCE (06/30/20)			\$1,799K
INFLOWS			
SURCHARGE REVENUE (PIPELINE & GW)	\$372		
OUTFLOWS		\$166	
03/31 BALANCE			\$2,005



Staff Report

To: UWCD Finance and Audit Committee Members

Through: Mauricio E. Guardado Jr., General Manager
Anthony A. Emmert, Assistant General Manager

From: Joseph Jereb, Chief Financial Officer

Date: May 25, 2021 (June 8, 2021 meeting)

Agenda Item: 3 (Board Motion Item 4.2) **Resolution 2021-13** Adopting the Revised Proposed District Budget Plan, Financial Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers from Fiscal Year 2020-21

Staff Recommendation:

The Committee will review and consider recommendation to the full Board the adoption of Resolution 2021-13, adopting the REVISED proposed District Budget Plan, Financial Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers from Fiscal Year 2020-21:

1. Consider the [REVISED Proposed FY 2021-22 Budget](#) (which includes, among other things amended District financial policies, the overhead allocation methodology, staffing levels and salary schedule) and recommended revisions to the original budget proposals identified later in this report and comments from Board members and the public.
2. Adopt Resolution 2021-13 (Attachment A) that:
 - a. Approves the REVISED Proposed FY 2021-22 Budget, noting and including any changes agreed to by the Board as part of its budget deliberations at the June 9 meeting to the proposed budget submitted on May 1, 2021;
 - b. Authorizes necessary FY 2020-21 appropriation carryovers;
 - c. Approves Overhead Allocation Rates for FY 2021-22;
 - d. Approves staffing levels and salary schedules; and
 - e. Approves the financial policies that accompany the REVISED Proposed FY 2021-22 Budget document.

Summary:

The District's Proposed FY 2021-22 Budget was made available on May 1, 2021, and formally presented to the Board on May 14, 2021 in a public budget workshop. The presentation included an overview of the budget process, development of revenues and expenditures projections, rate changes recommended, how costs are fairly and proportionally allocated to the various funds, and

Agenda Item: 3 (Board Motion Item 4.2) Resolution 2021-13 Adopting the REVISED Proposed District Budget, Financial Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers from Fiscal Year 2020-21

a review of the Proposed FY 2021-22 Budget in detail. The proposed Oxnard-Hueneme Pipeline budget was reviewed with the Oxnard-Hueneme Pipeline contractors on May 3, 2021. The Pumping Trough Pipeline users were addressed by District staff on May 5, 2021.

Discussion:

The District's budget is comprised of the General/Water Conservation Fund (combination of Water Conservation Activities Sub Fund (Zone A), General Operating Activities Sub Fund and Recreation Activities Sub Fund), four enterprise funds, a special revenue fund (State Water Import Fund) and the Overhead Fund. The Water Conservation Activities Sub Fund (Zone A) includes District-wide water conservation activities such as groundwater recharge operations, groundwater monitoring, modeling and analysis and the necessary environmental compliance required to support the District's core mission to preserve and augment groundwater resources. The Water Conservation Activities Sub Fund is funded primarily by revenue generated from groundwater extraction charges and in-lieu water delivery charges and may be partially augmented by available property tax revenue at the discretion of the Board. The General Operating Activities Sub Fund includes all activities that indirectly support District-wide water conservation efforts in Zone A. The General Operating Activities Sub Fund and the Recreation Activities Sub Fund are supported primarily by the District's property tax receipts.

The District's four enterprise funds are comprised of the Freeman Diversion Fund (Zone B), Oxnard/Hueneme Pipeline Fund (OH), Pleasant Valley Pipeline Fund (PV) and the Pumping Trough Pipeline Fund (PTP). All expenses directly related to each enterprise fund are charged to that fund and are part of the equation used to determine delivery charges for each pipeline and how the groundwater extraction charge (Zone B) is determined for the Freeman Diversion.

The District maintains a State Water Importation Fund to account for the purchase and importation of water from the State Water Project, which is funded through a voter approved special property tax assessment, separate from the property tax receipts accounted for in the General/Water Conservation Fund, as discussed earlier.

The District's budget includes the Supplemental Water Fund which will account for the purchase of water other than the Table A allocation from the State Water Project. The fund will be funded through a surcharge on groundwater extraction and in-lieu fees. The Supplemental Water Fund will be utilized exclusively for purchases of outside water and not for any other District expenses.

The District's Overhead Fund is used to account for the indirect administrative costs of operating the District. These costs are proportionally distributed to the five primary operating funds used by the District via the overhead allocation rate setting methodology specified in the OH Pipeline Water Delivery contract and approved by the Board prior to each fiscal year as part of the budget approval process. Every month during the fiscal year, actual expenditures in the Overhead Fund are charged against the operating funds (excluding the State Water Importation Fund) and revenues are transferred to the Overhead Fund to match revenues with expenditures; although overhead

Agenda Item: 3 (Board Motion Item 4.2) Resolution 2021-13 Adopting the REVISED Proposed District Budget, Financial Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers from Fiscal Year 2020-21

costs for liability/property insurance premiums and capital asset purchases are allocated and charged directly to the five operating funds.

The District is currently comprised of two zones: Zone A - Water Conservation Activities Sub Fund (also sometimes referred to as the Zone A Water Conservation Fund) and Zone B (Freeman Fund). California Water Code Section 75540 provides the Board with the authority to establish zone(s) at its discretion, based on the District's annual investigation and report on groundwater conditions. A zone may include the entire District. The Board has consistently established the entire District as Zone A, in recognition that all of the groundwater basins in the District are hydro-geologically connected and it is acknowledged annually that there is an average annual and accumulated overdraft "of all the groundwater basins in the District." Zone A (Water Conservation Activities Sub Fund) charges are used to provide services, operations, infrastructure, and facilities that the District's Board has determined benefit all of the groundwater basins within the District by assisting in the District's efforts to combat the average annual and accumulated overdraft and corresponding seawater intrusion, as well as promote safe, reliable, sustainable and cost-effective local water supplies. Zone A charges do not include any metered or potable water utility or delivery operations, other than the Saticoy Well Field, established and used as a groundwater management facility. The FY 2021-22 Budget document includes more detailed information on the programs and activities funded under the General/Water Conservation Fund, and the Freeman Diversion Fund (Zone B). Groundwater extractions and pipeline delivery customers in Zone B pay both the Zone A and B groundwater extraction charges.

The FY 2021-22 Budget as discussed at the May 14 budget workshop includes:

1. Changes to the Water Conservation Sub Fund Groundwater Extraction Charge (Zone A).
 - Agricultural - \$54.79/AF to \$63.01/AF
 - Municipal & Industrial - \$164.37/AF to \$189.03/AF
2. Changes to the Freeman Extraction Charge (Zone B).
 - Agricultural - \$33.93/AF to \$39.02/AF
 - Municipal & Industrial - \$101.80/AF to \$117.07/AF
3. Changes to the Water Purchase Surcharge to facilitate the purchase of Article 21 or other supplemental water in future years.
 - Agricultural - \$2.24/AF to \$4.50/AF
 - Municipal and Industrial - \$6.72/AF to \$13.50/AF
4. Changes in Oxnard Hueneme Pipeline Fixed Costs per unit of peak capacity of \$24,389 to \$26,621.

Agenda Item: 3 (Board Motion Item 4.2) Resolution 2021-13 Adopting the REVISED Proposed District Budget, Financial Policies, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2021-22 and Appropriation Carryovers from Fiscal Year 2020-21

5. Changes in the projected volume of groundwater extractions in the Upper and Lower Basins for agricultural pumpers. Increased by approximately 5% from the levels in the Proposed Budget considered in May 2021.
6. Changes in Oxnard Hueneme Pipeline Variable Rate O&M Charge of \$242.70 to \$200.56.
7. No changes to the Oxnard Hueneme Pipeline Fixed Well Replacement Charge of \$13.14.
8. Inclusion of FY 2020-21 appropriation carryovers including ongoing capital improvement projects and open contractual or purchase order commitments that have been made but not yet completed and would run into the next fiscal year.

With the adoption of the FY 2021-22 Budget, the Board approves the various components included within the budget document such as:

- District Financial Policies (printed separately)
- Staffing levels and related salary/compensation schedules (pages 13-15)
- Overhead allocation plan (page 28)

Fiscal Impact:

Adoption of the FY 2021-22 Budget, as modified and recommended sets the District's rates and the Board's spending plan for staff for the upcoming fiscal year. This spending plan represents the authorization to expend funds over the next 12 months per the policies and established objectives and goals of the Board of Directors. The budget can be amended throughout the fiscal year as often and whenever the Board so desires, via a majority vote of its members. If a budget is not adopted, staff would not have the authority to expend funds or carry out District operations.

References: [REVISED Proposed FY 2021-22 Budget](#)

Attachments: A Resolution 2021-13

RESOLUTION 2021-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
UNITED WATER CONSERVATION DISTRICT ADOPTING THE
PROPOSED DISTRICT BUDGET, FINANCIAL POLICIES, OVERHEAD
ALLOCATION METHOD, STAFFING LEVELS AND SALARY SCHEDULES
FOR FISCAL YEAR 2021-22 AND APPROPRIATION CARRYOVERS
FOR FISCAL YEAR 2020-21**

SECTION 1. FISCAL YEAR 2021-22 BUDGET

WHEREAS, the General Manager, on May 1, 2021, submitted the Proposed Budget Plan for United Water Conservation District for the Fiscal Year 2021-22, commencing July 1, 2021; and

WHEREAS, as required by the “WATER SUPPLY AGREEMENT FOR DELIVERY OF WATER THROUGH THE OXNARD/HUENEME PIPELINE” the following activities were undertaken by the District:

1. A preliminary draft of the District’s Fiscal Year 2021-22 Budget Plan, including the Oxnard/Hueneme Pipeline Fund (OH) budget, was submitted to the contractors for their review on May 1, 2021;
2. The preliminary draft of the budget included a summary of projected water deliveries; fixed and variable costs and projected fixed, variable and marginal rates;
3. The District held an OH contractors’ meeting on May 3, 2021; and

WHEREAS, a Board of Directors’ Budget Workshop was held on May 14, 2021, study session of the following was reviewed and discussed:

1. The budget preparation process; and
2. The FY 2021-22 Budget Plan and five-year CIP Plan, as recommended by the General Manager, and

WHEREAS, the Board of Directors conducted a hearing on June 9, 2021 to discuss and consider the proposed Fiscal Year 2021-22 Budget Plan as originally submitted.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of United Water Conservation District, hereby approves and adopts the Fiscal Year 2021-22 Budget Plan as proposed to the Board of Directors on June 9, 2021, with the following revisions, as directed by the Board:

RESOLUTION 2021-13
(continued)

SECTION 2: FISCAL YEAR 2020-21 APPROPRIATION CARRY-OVERS
(Encumbrances)

WHEREAS, the completion of District work does not necessarily coincide with the calendar dates of the fiscal year, and as such work is in progress, contracts are in progress, or work otherwise is unavoidably delayed beyond June 30, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of United Water Conservation District hereby authorizes the carryover of specific appropriations from one budget year (FY 2020-21) to the next (FY 2021-22) to complete Board authorized work plan(s) and other operating needs, and therefore, effective June 30, 2021 before closing the District's financial accounting records for FY 2020-21, the Board of Directors hereby appropriates and authorizes the carryover in the General/Water Conservation Fund and other specified District funds for use in FY 2021-22, those appropriations from the Fiscal Year 2020-21 Budget deemed necessary by the General Manager to complete specific projects or services that could not be finalized prior to June 30, 2021.

SECTION 3. FISCAL YEAR 2021-22 FINANCIAL POLICIES

BE IT RESOLVED that the Board of Directors of United Water Conservation District hereby approves the following financial policies as submitted by staff in the proposed Fiscal Year 2021-22 District Budget:

1. Accounts Receivable/Write Off Policy
2. Accounts Receivable Collections Policy
3. Auditor Rotation & Selection Policy
4. Budget Amendment Policy
5. Budget Submittal Policy
6. Capital Asset Policy
7. Debt Management Policy
8. Disposition of Surplus Assets Policy
9. Disputed or Revised Groundwater Pumping Records
10. Employee Recognition Policy
11. Engineering Projects and Administration Policy
12. Environmental Activity Cost Allocation Policy
13. Expense Policy – Staff
14. Expense and Compensable Policy – Board Members and District Executives
15. Fraud Prevention/Detection Policy
16. Groundwater Well Registration & Inactive Well Policy
17. Identity Theft Prevention Program Policy
18. Investigation of Underreporting of Groundwater Production
19. Investment Policy
20. Procurement Policy

RESOLUTION 2021-13
(continued)

- 21. Records Management Retention and Destruction Policy
- 22. Reserve Policy
- 23. Vehicle and Equipment Replacement and Maintenance/Repairs
Schedule and Policy
- 24. Verification of Groundwater Production Statement

SECTION 4. OVERHEAD ALLOCATION METHOD

WHEREAS, District management has reviewed the relationship of overhead expenses to the various funds and programs of the District; and

WHEREAS, the review considered the relative proportion of each fund's expenditures to total operating expenditures, the units of billings per fund, the direct labor hours worked in each fund, the number of accounts payable transactions in each fund and the revenue generated in each fund based on prior year activity; and

WHEREAS, in the judgment of management and after review by the Finance and Audit Committee the following allocation of overhead expenses is equitable, proportional and rational;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of United Water Conservation District hereby approves District overhead expenses to be proportionately allocated for Fiscal Year 2021-22 to the District's operating funds as follows:

General/Water Conservation Fund	60.21 %
Freeman Fund	17.98 %
OH Pipeline Fund	10.91 %
PV Pipeline Fund	0.99 %
PT Pipeline Fund	<u>9.91 %</u>
Total	100.00 %

SECTION 5. STAFFING LEVELS AND SALARY SCHEDULES

BE IT RESOLVED that the Board of Directors of United Water Conservation District hereby approves the Position Titles and Annual Salary Ranges and Staffing Levels as amended in the proposed Fiscal Year 2021-22 Budget Plan.

RESOLUTION 2021-13
(continued)

ADOPTED AND PASSED this 9th day of June 2021.

ATTEST: _____
Michael Mobley President

ATTEST: _____
Sheldon Berger, Secretary/Treasurer



Staff Report

To: UWCD Finance and Audit Committee Members

Through: Mauricio E. Guardado, Jr., General Manager
Anthony A. Emmert, Assistant General Manager

From: Joseph Jereb, Chief Financial Officer

Date: May 25, 2021 (June 8, 2021 Meeting)

Agenda Item: 3 (Board Motion Item 4.3) Resolution 2021-14 Request for County Auditor-Controller to Affix a Tax Rate for the Fiscal Year 2021-22 Sufficient to Satisfy State Water Project Charges

Staff Recommendation:

The Committee will review and consider recommending approval to the full Board Resolution 2021-14 requesting the County Auditor-Controller to compute and affix a tax rate for FY 2021-22 to provide approximately \$2,041,000 in property tax revenue sufficient to satisfy a portion of the voter approved debt for State Water Project costs.

Discussion:

Annually, in order to fund State Water Project Table A allocation costs, the District's Board of Directors must request that the County's Auditor-Controller compute and affix a tax rate to the property tax roll for the upcoming fiscal year.

As part of the budget preparation, staff estimates the operating costs and debt service for State Water that corresponds to the District's annual 5,000 acre-foot (AF) share of the 20,000 AF Table A contracted amount held by the Ventura County Watershed Protection District (VCWPD). The Board may fund these costs by using tax revenues or a combination of tax revenues and reserves. These estimates are to be submitted to the County no later than August 1, for the Auditor-Controller to establish calculations for the tax rate necessary to fund the annual project cost obligation.

The State of California operates the State Water Project on a calendar year basis and the District typically attempts to purchase as much of its Table A allocation as possible for delivery. The District cannot currently receive delivery of State Water during the months of January through October, largely due to Endangered Species Act issues along middle Piru Creek.

Agenda Item: 3 (Board Motion Item 4.3) Resolution 2021-14 Requesting the County Auditor-Controller to Affix a Tax Rate for the Fiscal Year 2021-22 Sufficient to Satisfy State Water Project Charges

Of the total \$1,759,000 budgeted costs for State Water in FY 2021-22, approximately \$965,000 represents the District's projected share of the VCWPD State Water contractual fixed costs. As the Board is aware, Port Hueneme Water Agency (PHWA) leases 1,850 AF of the District's 5,000 AF Table A allocation, leaving the District with a total of 3,150 AF. PHWA reimburses the District only for actual State Water delivered.

As of May 2021, the Department of Water Resources has authorized deliveries at 5 percent of State Water Contractors' Table A allocation. The District's allocation at 5 percent is 250 AF.

The assessment rate for FY 2021-22 will be based on the actual assessed valuation of properties within the State Water Importation tax roll areas. It is not possible for staff to estimate what the actual assessed valuation total will be. The assessor calculates a rate by dividing the District's request by the total assessed valuation of properties within the State Water Importation tax roll areas. That rate is then applied to the assessed value of each individual property to compute a proportional share to affix to each property owner's individual tax bill.

Fiscal Impact:

Property tax revenue of \$2,041,000 is necessary to cover the budgeted costs of State Water in FY 2021-22 and maintain adequate reserves, pursuant to the District's reserve policy.

Attachment: A – Resolution 2021-14

RESOLUTION 2021-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF UNITED WATER
CONSERVATION DISTRICT REQUESTING THE AUDITOR-CONTROLLER TO
COMPUTE AND AFFIX A TAX RATE FOR THE FISCAL PERIOD 2021-22
SUFFICIENT TO SATISFY THE STATE WATER PROJECT CHARGES**

WHEREAS, the United Water Conservation District, as of July 1, 1970, was allocated 5,000 acre-feet of state water; and

WHEREAS, since 1970 there has been annual revenue needed to pay the State Water Project fixed and variable charges (voter approved debt) for the District's 5,000 acre-foot allocation, and United Water Conservation District has paid the variable charges in years when all or a portion of the Table A allocation was received; and

WHEREAS, the estimated amount of revenue required for the fiscal year July 1, 2021 - June 30, 2022 to satisfy unfunded State Water Project charges is \$2,041,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the United Water Conservation District does request the Auditor-Controller to compute and affix a tax rate for the fiscal period July 1, 2021 - June 30, 2022 sufficient to satisfy the State Water Project charges up to the amount set forth above.

ADOPTED AND PASSED this 9th day of June 2021.

ATTEST: _____
Michael Mobley, President

ATTEST: _____
Sheldon Berger, Secretary/Treasurer



Staff Report

To: UWCD Finance and Audit Committee Members

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

From: Anthony Emmert, Assistant General Manager

Date: May 24, 2021 (June 8, 2021 Meeting)

Agenda Item: 3 (Board Motion Item 4.4) **Resolution 2021-01** Authorizing the General Manager to Execute a Sub-Grant Agreement with Calleguas Municipal Water District for the State of California Department of Water Resources Integrated Regional Water Management Implementation Grant Awarded to the Watershed Coalition of Ventura County

Staff Recommendation:

The Committee members will review Resolution 2021-01, authorizing the General Manager to execute a Sub-Grant Agreement with the Calleguas Municipal Water District for the State of California Department of Water Resources Integrated Regional Water Management Implementation grant awarded to the Watersheds Coalition of Ventura County. Staff requests Committee recommendation to the full Board for adoption.

Background:

The United Water Conservation District (District) has been an active member agency of the Watersheds Coalition of Ventura County (WCVC) since its inception in 2006. WCVC's efforts have brought over \$82 million of Proposition 50 and Proposition 84 funds to Ventura County since 2006. These grants have funded water projects with regional benefit. Projects must be included in the WCVC's Integrated Regional Water Management Plan (Plan) to be considered for grant funding. In 2019, the WCVC included several new or updated District projects into its updated Plan. The District adopted the updated Plan in July 2020.

In 2020, the WCVC selected a suite of five complimentary water projects for inclusion in a regional grant application to the State of California Department of Water Resources (DWR) for potential funding through its Proposition 1 funded Integrated Regional Water Management Implementation Grant Program, Round 1. The District's Iron and Manganese Removal Project Phase 1 was one of the projects included in the suite. On September 29, 2020, the DWR announced the final award recommendations, including \$37.7 million to the Los Angeles Funding Area (Los Angeles and Ventura Counties), with approximately \$11.9 million to the WCVC. The recommended grant amount for the Iron and Manganese Removal Project Phase 1 is \$2.5 million.

3 (Board Motion Item 4.4) Resolution 2021-01 Authorizing the General Manager to Execute a Sub-Grant Agreement with Calleguas Municipal Water District for the State of California Department of Water Resources Integrated Regional Water Management Implementation Grant Awarded to the Watershed Coalition of Ventura County

The Calleguas Municipal Water District (CMWD) has agreed to serve as the recipient of the grant, on behalf of the WCVVC, serving as the grant administrator and fiscal agent. On May 19, 2021, CMWD executed the master grant agreement with the DWR. CMWD has one of the five projects, so the other four entities (City of Camarillo, City of San Buenaventura, City of Thousand Oaks, United Water Conservation District) will enter into Sub-Grant Agreements. Design of the project is complete, and permits have been secured. The District solicited for construction bids on May 14, 2021 with bids due on June 22, 2021.

Fiscal Impact:

The Iron and Manganese Removal Project Phase 1 is included in the Fiscal Year 2020-2021 and 2021-2022 Budgets.

Attachment: A IRWMP Grant Final Awards List Los Angeles Funding Region
 B Resolution 2021-01
 C Sub-Grant Agreement Between Calleguas MWD and District and Grant Agreement Between Calleguas MWD and California DWR



Final Awards List – Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Solicitation

Disclaimer: The Final Award is estimated and conditional until final terms and conditions are agreed upon and an agreement has been executed. The awarded grant amount listed in the executed agreement can be less than the Final Award amount listed here based upon final negotiations between the Awardee and DWR. An “Award Notification Letter” will be mailed shortly to the successful applicants (awardees) listing the conditions that must be met before DWR will enter into a Grant Agreement with the awardee and additional requirements that must be addressed to maintain eligibility to receive grant funds.

Funding Area: Los Angeles							
IRWM Region: Greater Los Angeles County				Applicant: Los Angeles Flood Control District			
Project Name	Project Implementing Agency	Implementing Agency Type	Primary Benefit	DAC Implementation Funds		General Implementation Funds	
				Requested	Awarded	Requested	Awarded
Allen J Martin Stormwater Capture Multi-Benefit Project	Los Angeles County Department of Public Works	Public Agency	Water Quality - Surface Water			\$2,000,000	*
Bassett High School Stormwater Capture Multi-Benefit Project	Los Angeles County Department of Public Works	Public Agency	Water Quality - Surface Water			\$3,000,000	*
Advanced Meter Replacement Project	Valley County Water District	Public Utility	Water Conservation			\$1,931,195	*
East Los Angeles Sustainable Median Stormwater Capture Project	Los Angeles County Department of Public Works	Public Agency	Groundwater Recharge			\$3,000,000	*
Upper Los Angeles River Watershed <i>Arundo donax</i> Eradication Program	Council for Watershed Health	Non-Profit Organization	Water Supply - Surface Water			\$996,430	*
Citywide Green Street Project	City of Calabasas	Public Agency	Water Quality			\$2,200,000	*
City of San Fernando Regional Park Infiltration Project	City of San Fernando	Public Agency	Groundwater Recharge			\$3,600,000	*
Monteith Park and View Park Green Alley Stormwater Improvements Project	Los Angeles County Department of Public Works	Public Agency	Stormwater Management			\$2,000,000	*
Burton Way Median Green Streets and Water Efficient Landscape	City of Beverly Hills	Public Agency	Stormwater Management			\$2,000,000	*
Mesmer Low Flow Diversion Project	City of Culver City	Public Agency	Water Quality			\$850,000	*
County Yard Treatment Project	City of Agoura Hills	Public Agency	Water Quality			\$3,500,000	*
Las Virgenes Advanced Metering Infrastructure Project	Las Virgenes Municipal Water District	Public Utility	Water Conservation			\$1,500,000	*
Advanced Metering Infrastructure Project - District No. 29	Los Angeles County Waterworks District No. 29	Public Agency	Water Conservation			\$1,000,000	*
Viewridge Super Green Street Stormwater Improvements Project	Los Angeles County Department of Public Works	Public Agency	Stormwater Management			\$1,000,000	*
Sativa Los Angeles County Water District Water Quality Improvement Project	Los Angeles County Department of Public Works	Public Agency	Water Quality - Surface Water	\$2,250,000	\$1,880,000		\$370,000



Final Awards List – Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Solicitation

Project Name	Project Implementing Agency	Implementing Agency Type	Primary Benefit	DAC Implementation Funds		General Implementation Funds	
				Requested	Awarded	Requested	Awarded
Recycled Water for Disadvantaged Communities	Central Basin Municipal Water District	Public Agency	Water Supply - Recycled Water	\$1,550,000	\$1,550,000		
Strathern Park North Stormwater Capture Project	Los Angeles Department of Water and Power	Public Utility	Groundwater Recharge			\$1,500,000	*
Totals:				\$3,800,000	\$3,430,000	\$30,077,625	\$11,858,680 *

*There is insufficient funding to fund all of the requests, therefore the region will need to determine how to utilize the funding award.

Total DAC Implementation Award:	\$3,430,000	Total General Implementation Award:	\$11,858,680
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Total Final Award	\$15,288,680
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IRWM Region: Upper Santa Clara River		Applicant: Santa Clarita Valley Water Agency					
Project Name	Project Implementing Agency	Implementing Agency Type	Primary Benefit	DAC Implementation Funds		General Implementation Funds	
				Requested	Awarded	Requested	Awarded
Valencia Water Reclamation Plant Advanced Water Treatment Facility Enhanced Membrane System Project	Los Angeles County Sanitation Districts	Public Agency	Water Quality			\$3,000,000	\$3,000,000
Hasley Canyon Park Stormwater Capture Project	Los Angeles County Department of Public Works	Public Agency	Stormwater Management			\$1,000,000	\$1,000,000
Newhall Memorial Park Stormwater Retrofit Project	City of Santa Clarita	Public Agency	Water Quality			\$3,000,000	\$3,000,000
Mapping and Managing Invasive Weeds in the SCR Watershed	Santa Clara River Conservancy	Non-Profit Organization	Ecosystem/ Freshwater Habitat			\$365,840	\$365,840
USCR Prop 1 Round 1 Grant Administration	Santa Clarita Valley Water Agency	Public Agency				\$216,800	\$216,800
SCVWA Recycled Water Project (Phase 2C)	Santa Clarita Valley Water Agency	Public Agency	Water Supply - Recycled Water			\$3,000,000	\$3,000,000
Totals:				\$0	\$0	\$10,582,640	\$10,582,640

Total DAC Implementation Award:	\$0	Total General Implementation Award:	\$10,582,640
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Total Final Award	\$10,582,640
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Final Awards List – Round 1 Integrated Regional Water Management (IRWM) Implementation Grant Solicitation

Funding Area: Los Angeles							
IRWM Region: Ventura				Applicant: Calleguas Municipal Water District			
Project Name	Project Implementing Agency	Implementing Agency Type	Primary Benefit	DAC Implementation Funds		General Implementation Funds	
				Requested	Awarded	Requested	Awarded
Calleguas - LVMWD Interconnection	Calleguas Municipal Water District	Public Agency	Water Supply Reliability			\$3,500,000	*
Reclaimed Water Storage Reservoir	City of Camarillo	Public Agency	Water Supply - Recycled Water			\$2,000,000	*
Los Robles Desalter	City of Thousand Oaks	Public Agency	Water Supply - Groundwater			\$2,500,000	*
Iron and Manganese Removal Project Phase 1	United Water Conservation District	Public Agency	Water Supply - Groundwater			\$2,500,000	*
Eastside to Westside Waterline Interconnection Phase 2	City of Ventura	Public Agency	Water Supply Reliability			\$2,053,000	*
Grant Administration	Calleguas Municipal Water District	Public Agency				\$0	*
Totals:				\$0	\$0	\$12,553,000	\$11,858,680*

*There is insufficient funding to fund all of the requests, therefore the region will need to determine how to utilize the funding award.

Total DAC Implementation Award:	\$0	Total General Implementation Award:	\$11,858,680
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Total Final Award	\$11,858,680
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RESOLUTION 2021-01

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A SUB-GRANT AGREEMENT WITH CALLEGUAS MUNICIPAL WATER DISTRICT FOR THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT AWARDED TO THE WATERSHED COALITION OF VENTURA COUNTY

WHEREAS, the United Water Conservation District is a member agency of the Watersheds Coalition of Ventura County, a coalition of agencies and organizations dedicated to wholistic management of the water resources of Ventura County, and

WHEREAS, the State of California Department of Water Resources manages the Integrated Regional Water Management Grant Program, and has recommended award of a Proposition 1-funded implementation grant to the Watersheds Coalition of Ventura County towards the construction of a set of five water projects with regional benefit, which includes the United Water Conservation District Iron and Manganese Removal Project Phase 1, and

WHEREAS, the Calleguas Municipal Water District has agreed to act as the grant manager and fiscal agent on behalf of the Watersheds Coalition of Ventura County for the administration of the implementation grant, and is therefore entering into a grant agreement with the California Department of Water Resources, and

WHEREAS, the United Water Conservation District wishes to enter into a Sub-Grant Agreement with Calleguas Municipal Water District to receive grant funds for its Iron and Manganese Removal Project Phase 1, and

NOW, THEREFORE, BE IT RESOLVED that the United Water Conservation District Board of Directors authorizes the General Manager to execute the Sub-Grant Agreement and further authorizes the General Manager or designee to complete documents associated with the grant, including progress reports and invoices.

ADOPTED this 9th day of June, 2021.

Michael W. Mobley, President
United Water Conservation District

ATTEST:

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

**2020 PROPOSITION 1,
INTEGRATED REGIONAL WATER MANAGEMENT
IMPLEMENTATION SUBGRANT AGREEMENT
BETWEEN CALLEGUAS MUNICIPAL WATER DISTRICT AND
UNITED WATER CONSERVATION DISTRICT**

This 2020 Proposition 1, Integrated Regional Water Management Implementation Subgrant Agreement (“Subagreement”) is made and entered into this _____ day of _____, 2021, between the Calleguas Municipal Water District (hereinafter called “Calleguas”) and the United Water Conservation District (hereinafter called “Subgrantee”) (each individually a “Party” and collectively “The Parties”), regarding the approved 2020 Proposition 1 Integrated Regional Water Management Implementation Grant funded project component known as Iron and Manganese Removal Project Phase 1.

RECITALS

WHEREAS the Watersheds Coalition of Ventura County (“WCVC”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County; and

WHEREAS Calleguas is a member of the WCVC and has submitted a grant application on behalf of WCVC to the California State Department of Water Resources (“State”) for a 2020 Proposition 1 Integrated Regional Water Management Implementation Grant (“Grant”); and

WHEREAS the Grant is for 5 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various public agencies in Ventura County with authority and responsibility for water facilities and

programs; and

WHEREAS, the State has approved the Grant application and requires that an agreement be entered into with a single eligible Grant recipient that is a member of the WCVC (“Grant Agreement”);

WHEREAS, Calleguas is a member of the WCVC, is a single eligible grant recipient, and is willing to: enter into the Grant Agreement with the State; enter into subgrant agreements with project proponents for State-approved project components in the IRWM Plan and Grant application; and to act, with the assistance of a contractor, as the administrator of the Grant;

WHEREAS, Subgrantee has requested that Calleguas perform the function of grantee under the Grant;

WHEREAS, Subgrantee wishes to carry out the approved Grant project component known as Iron and Manganese Removal Project Phase 1 (“The Project Component”) and consents to implementing The Project Component through this Subagreement with Calleguas.

WHEREAS, Subgrantee is willing to pay its share of Calleguas’ costs in administering the Grant; and

WHEREAS, Subgrantee is willing to meet all requirements under the Grant Agreement for The Project Component, including providing matching funds or in-kind match activities.

TERMS

Based on the foregoing recitals, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE

PARTIES THAT:

1. Calleguas shall act as grantee under the 2020 Proposition 1 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible grant recipient, enter into the Grant Agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer Grant requirements. Calleguas may, in its sole and absolute discretion, contract with third parties for the administrative services called for in the Grant Agreement. A true and correct copy of the Grant Agreement is attached to this Subagreement as Exhibit 1, and is incorporated herein by this reference. Wherever this Subagreement refers to the Grant Agreement, it shall mean the Grant Agreement attached hereto as Exhibit 1 and any amendment or modification thereof.

2. Calleguas shall reimburse Grant funds to Subgrantee for work on The Project Component for activities completed in accordance with the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from the State.

3. Calleguas shall timely submit to the State invoices, reports, and assurances prepared by, and received from, Subgrantee to fulfill the accounting, reporting and other requirements in the Grant Agreement for The Project Component.

4. Calleguas shall maintain accounts for The Project Component in accordance with the Grant Agreement.

5. a) Subgrantee shall carry out, build and/or perform and operate and maintain The Project Component in accordance with all requirements for The Project Component set forth in the Grant Agreement. Subgrantee shall fulfill all assurances, declarations, representations and commitments made by Subgrantee in support of

Subgrantee's request for Grant funds. Subgrantee shall meet all requirements and limitations of the Grant Agreement for The Project Component and specifically agrees to assume and discharge all duties and requirements imposed under the Grant Agreement for The Project Component.

b) Subgrantee shall immediately provide notice to Calleguas' representative in the event Subgrantee wishes to alter the schedule, materials, methods or deliverables related to The Project Component as set forth in and/or required by the Grant Agreement. Calleguas shall timely forward Subgrantee's request for alteration to the State for its consideration.

c) As Calleguas is acting as grantee under the Grant Agreement, Subgrantee's questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to Calleguas' representatives for transmittal to, and resolution with, the State.

6. a) Subgrantee shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services for The Project Component and shall provide all necessary environmental review and obtain all required permits for The Project Component.

b) Calleguas and Subgrantee agree that the initial budget for The Project Component is:

2020 Proposition 1 IRWM Implementation Grant	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
Iron and Manganese Removal Project Phase 1	\$2,500,000	\$4,607,200	\$2,480,800	\$9,588,000

This budget may be adjusted in accordance with the Grant Agreement.

7. To the fullest extent permitted by law, Subgrantee shall defend, indemnify, and hold Calleguas, its officers, employees, and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards or liabilities arising out of this Subagreement, Subgrantee's work on The Project Component, and any failure to discharge any duties or requirements of The Project Component required under the Grant Agreement.

8. Subgrantee shall pay to Calleguas an amount not to exceed \$42,480 to fund Calleguas' ongoing administrative services as Grant administrator. Calleguas may, in its sole discretion, utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. The first year's payment by Subgrantee shall be made within 60 days of entering into this Subagreement. Thereafter, Subgrantee shall, on or before June 1 of each fiscal year in which The Project Component is being carried out, make payments to Calleguas as set forth in Exhibit 2 (attached hereto and incorporated herein by this reference) or on such other schedule acceptable to Calleguas to fund Calleguas' services for Grant administration.

9. In accordance with the "Grantee's Responsibility" provision of the Grant Agreement between the State and Calleguas, The Parties agree that Subgrantee shall comply with all applicable laws, policies and regulations in carrying out this Subagreement and The Project Component.

10. Subgrantee guarantees that all monies it receives for The Project Component from the State under the Grant Agreement shall solely and exclusively be

used for the purposes set out in this Subagreement for The Project Component. Calleguas shall not be responsible for any money paid out as a result of fraud, forgery or misrepresentation.

11. Calleguas shall have no responsibility for maintenance of, or insurance, for The Project Component.

12. By entering into this Subagreement and acting as the Grant administrator, Calleguas is only acting as a conduit: 1) for transfer of Grant monies to Subgrantee for The Project Component in furtherance of the Grant Agreement and 2) for the transmission of required invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Subgrantee to the State. Calleguas is not acting as a surety. This Subagreement is not a performance, payment, completion or labor and materials bond. Calleguas does not guarantee or warrant that construction of The Project Component will proceed, be completed, or that the Grant funds for The Project Component will be sufficient to meet incurred expenses. Calleguas does not guarantee or warrant the plans and specifications for The Project Component. Calleguas does not guarantee or warrant any estimated construction costs or budgets set forth in either the Grant application or Grant Agreement. Calleguas shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of The Project Component under this Agreement.

13. Calleguas does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Calleguas. Calleguas will have no duty, or responsibility to

pay any invoice submitted by Subgrantee unless and until it receives monies from the State, which receipt of monies is a condition precedent to the payment of any invoice from Subgrantee. Calleguas assumes no liability to any entity, including, but not limited to, Subgrantee, and any contractors and subcontractors on The Project Component for any delays by the State in approval or transmittal of Grant monies to Calleguas.

14. The Parties agree that if Subgrantee abandons carrying out The Project Component, or fails to cure any breach of this Subagreement within 30 days of receipt of Notice of Breach from Calleguas or within such time as otherwise agreed to in writing by the Parties, then Calleguas may, in its sole discretion, serve written notice to Subgrantee that Calleguas intends to terminate this Subagreement and thereafter in its sole discretion terminate this Subagreement.

15. It is agreed by The Parties that: (a) if any applicable Federal or State budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, or (b) if the State otherwise exercises its right to withhold Grant funding for The Project Component, then this Subagreement shall be of no force and effect and shall terminate if the Grant Agreement is canceled by the State. In such event, except for those monies already received from State and approved for payment for work on The Project Component, Calleguas shall have no liability to transmit any monies for work on The Project Component to Subgrantee. Subgrantee agrees to defend, indemnify, and hold Calleguas harmless from any claims asserted against Calleguas by any entity in the event that the applicable Federal or State budget act does not appropriate sufficient funds for The Project Component.

16. Calleguas shall not be responsible for securing insurance protection against

loss or damage to The Project Component and any pre-purchased materials from any source, including, but not limited to the following: fire, earthquake, vandalism and theft. Neither is Calleguas liable for any loss or damage resulting from the failure to secure any such insurance. Subgrantee shall provide all insurance required for The Project Component required by the Grant Agreement.

17. Upon completion of construction or performance of The Project Component or termination of this Subagreement, Calleguas shall: 1) disburse to Subgrantee any remaining sums of money in the account approved by the State for payment to Subgrantee, which have not already been disbursed by Calleguas to Subgrantee; and 2) distribute pro rata refunds to Subgrantee of unexpended administrative cost contributions as calculated in the sole discretion of Calleguas.

18. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of The Project Component; (ii) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for The Project Component; and (iii) submittal of requests for payment fully compliant with the Grant Agreement, and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for The Project Component.

19. Calleguas shall not be obligated to recognize any assignment of this Subagreement by Subgrantee to any third party, except as agreed to in writing by both Calleguas and Subgrantee. Any assignment of this Subagreement that is not approved in writing by Calleguas will be of no force and effect.

20. Should any provision of this Subagreement be found invalid, such

invalidity shall not, in any way, affect the remaining provisions of this Subagreement.

21. This Subagreement is only for the benefit of The Parties and not for the benefit of any third party, other than the State.

22. The signature of the Chief Engineer or Chief Financial Officer on the requests for payment to Calleguas submitted by Subgrantee shall conclusively and finally establish the right of Calleguas to draw checks as so requested, subject to Calleguas' performance of its responsibilities as Grantee pursuant to the Grant Agreement, and subject to the State's transmittal of Grant monies to Calleguas for The Project Component. Changes to this Subagreement whereby additional individuals are authorized to sign requests for payment shall be accomplished by written notice from Subgrantee to Calleguas.

23. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Calleguas. Subgrantee agrees to be fully responsible for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to Calleguas, and any obligation of Calleguas under this Subagreement to transmit monies to Subgrantee. Calleguas shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

24. Subgrantee agrees that, at Subgrantee's sole expense, Subgrantee shall ensure that Calleguas, and its Board, officers, consultants, employees, and agents, shall be named as additional insureds, and insured in the same amount as Subgrantee, on all

insurance policies which Subgrantee is required to obtain pursuant to the Grant Agreement. Subgrantee agrees to provide Calleguas with written documentation demonstrating compliance with the additional insured requirements of this Subagreement for all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement.

25. Except as otherwise provided herein, the term of this Subagreement shall be the same as, and coincide with, the term of the Grant Agreement.

26. This Subagreement shall terminate upon the earlier of: (i) March 2024 unless extended by the Grant Agreement; (ii) completion of all obligations under the Subagreement; or (iii) termination of the Subagreement by Calleguas due to breach as set forth in Paragraph 14.

27. For three years after completion of The Project Component or as otherwise specifically required by the Grant Agreement, Calleguas and Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for The Project Component; and (ii) requests for payment from Subgrantee. Upon prior written request, Calleguas and Subgrantee shall provide access to inspect such records during normal business hours upon request.

28. Each of The Parties represents and warrants that each person signing this Subagreement on behalf of any of The Parties, has legal authority to sign this Subagreement, and bind that Party, and has been authorized to sign this Subagreement, if such specific authorization is required.

29. Notice pursuant to this Subagreement shall be sent by United States mail and by email transmission to the following representatives for The Parties:

SUBGRANTEE:

United Water Conservation District
ATTN: Robert Richardson
1701 N. Lombard St.
Oxnard CA 93030
robertr@unitedwater.org

CALLEGUAS:

Calleguas Municipal Water District
ATTN: Kristine McCaffrey
2100 E. Olsen Rd.
Thousand Oaks CA 91360
kmccaffrey@calleguas.com

The Parties may change the representatives designated in this Subagreement upon written notice to the other Party.

30. This Subagreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Subagreement shall be in the County of Ventura, unless as otherwise specifically required by the Grant Agreement.

31. This Subagreement has been equally drafted and/or negotiated by and between The Parties hereto and shall not be construed against any Party as the drafting Party.

32. This Subagreement is an integrated agreement, and represents the entire agreement of The Parties concerning the subject matter(s) set forth herein. Any prior or contemporaneous agreements, representations or understandings between The Parties – express or implied – regarding the subject matter of this Subagreement are of no force and effect.

32. This Subagreement will be considered binding and effective when it has been fully executed by The Parties. This Subagreement may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Subagreement.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Subagreement, The Parties voluntarily affix their signatures below.

Anthony Goff, General Manager
on behalf of CALLEGUAS

Mauricio E. Guardado, Jr., General Manager
on behalf of the SUBGRANTEE

EXHIBIT 1

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER
RESOURCES) AND CALLEGUAS MUNICIPAL WATER DISTRICT, AGREEMENT NUMBER 4600013901,
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
CALLEGUAS MUNICIPAL WATER DISTRICT
AGREEMENT NUMBER 4600013901
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Calleguas Municipal Water District, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on September 24, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by January 31, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after April 30, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$11,858,680.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.**
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
 - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 - 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

to the Project included in this Agreement. Costs incurred after the September 23, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: 770 Fairmont Ave., Suite 200, Glendale, CA 91203.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
 - A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status
 - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.

- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
 - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
 - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
 - D. Failure to deposit funds in a non-interest-bearing account.
 - E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
 - F. Inappropriate use of funds, as deemed by DWR.
 - G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

- 11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this

Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.

- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such

maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- A. By delivery in person.
- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Chief, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Calleguas Municipal Water District

Anthony Goff
General Manager
2100 Olsen Rd.
Thousand Oaks, CA 91360
Phone: (805) 579-7138
Email: tgooff@calleguas.com

Direct all inquiries to the Project Manager:

Department of Water Resources

Eduardo Pech, P.E.
Engineer, Water Resources
700 Fairmont Ave., Suite 200
Glendale, CA 91203
Phone: (818) 543-2324
Email: Eduardo.Pech@water.ca.gov

Calleguas Municipal Water District

Kristine McCaffrey, P.E.
Manager of Engineering
2100 Olsen Rd.
Thousand Oaks, CA 91360
Phone: (805) 579-7173
Email: KMcCaffrey@calleguas.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

- 22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Chief, Division of Regional Assistance

Date 5/20/2021

CALLEGUAS MUNICIPAL WATER
DISTRICT



Anthony Goff
General Manager

Date 5/20/2021

EXHIBIT A**WORK PLAN****PROPOSITION 1 ROUND 1 WATERSHEDS COALITION OF VENTURA COUNTY IRWM
IMPLEMENTATION GRANT****PROJECT 1: Grant Administration**

IMPLEMENTING AGENCY: Calleguas Municipal Water District

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to the DWR's reporting and compliance requirements associated with the grant. The Grantee will act in a coordination role: disseminating grant compliance information to the local project sponsors, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents), obtaining data for progress reports from individual local project sponsors, assembling and submitting progress reports to DWR, and coordinating payment requests to DWR and reimbursement to local project sponsors.

Budget Category (a): Project AdministrationTask 1 – Agreement Administration

This task includes necessary activities to execute the grant agreement. The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and coordinate with the local project sponsors.

Task 2 – Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the local project sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3 - Progress Reports and Project Completion Reports

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with local project sponsors to obtain progress report materials each quarter and final project completion reports for each project, in a timely manner. Upon completion of the final grant project, the Grantee will prepare a Grant Completion Report, which will be submitted to DWR for review and approval. Reports will meet generally accepted professional standards for technical reporting and the requirements outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Project Completion Report(s)
- Grant Completion Report

PROJECT 2: Calleguas – Las Virgenes Municipal Water District Interconnection**IMPLEMENTING AGENCY:** Calleguas Municipal Water District

PROJECT DESCRIPTION: This project consists of design and construction of an interconnection pipeline and associated infrastructure improvements within the Calleguas Municipal Water District (CMWD) service area to interconnect with the Las Virgenes Municipal Water District (LVMWD) potable water system. The project will allow CMWD and LVMWD to deliver alternative supplies to the other under outage and normal operating conditions. For CMWD, the interconnection will provide from 8 to 21 cubic feet per second (cfs) during outages that do not affect LVMWD's supply from Metropolitan Water District of Southern California (MWD). For LVMWD, the interconnection will provide from 6 to 30 cfs during outages that do not affect CMWD's supply from MWD. The project will provide operational flexibility to improve water supply and system reliability of the CMWD and LVMWD potable water systems, both of which are entirely dependent on imported water from MWD for their potable supplies.

Budget Category (a): Project AdministrationTask 1 – Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2 – Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit and Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3 – Land Purchase/Easement

Two primary right-of-way acquisitions are needed:

1. Right-of-way for the Pump Station/Pressure Regulating Station (PS/PRS) from Rancho Simi Recreation & Park District. The right-of-way acquisition was completed in September 2019.
2. Right-of-way for the relocated turnout to be acquired from a private property owner. The property owner has executed the right-of-way documents and final acquisition is anticipated by winter 2020/2021.

Deliverables:

- Right-of-Way Deeds for PS/PRS Site
- Easement Deeds for Relocated Turnout Site

Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4 – Feasibility Studies**

Project feasibility has been evaluated as part of the project development process. CMWD has undertaken a number of studies to evaluate and address the issue of maintaining water supply reliability during imported water outages, including its Emergency Water Supply Plan and 2017 Potable Water Master Plan Update. In addition, based on preliminary evaluation of project alternatives, CMWD has determined that interconnections, such as the one planned with LVMWD, are cost effective ways to enhance water supplies during an outage.

Deliverables:

- Studies available upon request.

Task 5 – CEQA Documentation

CMWD completed an Environmental Impact Report for the Calleguas-LVWMD Interconnection in September 2019, which included consultation with Native American tribes. CMWD filed an Addendum to the Final Environmental Impact Report for the project with the Office of Planning and Research in September of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6 – Permitting

This task includes efforts to acquire the following permits required for construction and implementation:

- City of Thousand Oaks – Encroachment Permit. The City has reviewed and provided feedback on a preliminary set of traffic control plans and select pipeline detail drawings. The complete encroachment permit application was submitted, and the draft permit was issued in November 2020.
- City of Westlake Village – Encroachment Permit. Only advance signs and delineators will occur in Westlake Village jurisdiction for which review and approval of traffic control plans will be required. The permit issued in February 2021.
- County of Ventura – Encroachment Permit. Limited work will occur in County jurisdiction for which review and approval of traffic control plans will be required. The draft permit was issued in January 2021.
- Ventura County Watershed Protection District – Encroachment Permit. This permit is required for a single crossing over a box culvert. Issued in January 2021.
- Ventura County Air Pollution Control District (VCAPCD) – Authority to Construct or Permit to Operate without Authority to Construct. This permit is required to mobilize two portable diesel standby generator sets to the PS/PRS to provide electrical power in the event of a loss of utility power.
- State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. The Permit Registration Documents and the Notice of Intent (NOI) were submitted to the

SWRCB via their Storm Water Multiple Applications & Report Tracking System and the Waste Discharge Identification Number (WDID) was issued in November 2020.

- SWRCB Division of Drinking Water – Amendment to Domestic Water Supply Permit. The SWRCB Division of Drinking Water issued a replacement Domestic Water Supply Permit to CMWD which includes the Calleguas-LVMWD Interconnection.

Deliverables:

- Permits as required

Task 7 – Design

A Preliminary Design Report for the Calleguas-LVMWD Interconnection was completed in August 2018, which confirms the effectiveness of the project and documents the flows that could be delivered between Calleguas and LVMWD. Two additional technical memoranda, Undergrounding Technical Memorandum and Alignment Study Technical Memorandum were also completed which capture subsequent modifications to the project based on community input.

Work to be performed under this task includes the preparation of 50%, 90%, 100%, and final design plans and specifications for the construction of the Calleguas-LVMWD Interconnection. At each stage of completion, CMWD staff and outside technical experts, as needed, will provide technical review of the plans and specifications. This task also includes surveying and geotechnical investigations.

Review of 50%, 90%, and 100% plans and specifications has been completed and final plans and specifications are scheduled to be received by CMWD in early December 2020.

Deliverables:

- Final Preliminary Design Report
- Undergrounding Technical Memorandum
- Alignment Study Technical Memorandum
- Bid-Ready Design Plans and Specifications (Documents)

Task 8 – Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9 – Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary (as applicable) to secure a contractor and award the contract, including: prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluations, selection of the contractor, award of contract, and issuance of Notice to Proceed. Award will be made to the responsible bidder with the lowest responsive bid in accordance with the Public Contract Code.

Bid-ready documents will be prepared under Task 7 - Design.

Deliverables:

- Proof of Advertisement
- Notice of Award
- Notice to Proceed

Task 10 – Construction Administration

This task includes construction management and administration, including managing contractor submittal review, answering requests for information, issuing work change directives, and conducting inspections. A full-time construction observer will be on site for the duration of the project whose duties may include documenting pre-construction conditions, daily on-site observations, addressing questions of contractors on site, and notifying the contractor if the work is not acceptable.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11 – Construction/Implementation Activities

This task involves project construction, including mobilization, demobilization, and site preparation. The following major elements will be constructed:

- Pump Station/Pressure Regulating Station, including pumps, electrical equipment, and metering equipment located within underground vaults.
- approximately 5,000 feet of 30-inch interconnection pipeline from the PS/PRS to a connection to an existing pipeline at the intersection of Kanan Rd. and Lindero Canyon Rd.
- Relocated meter and control valve vault (“turnout”) at the intersection of Kanan Rd. and Lindero Canyon Rd.
- Lindero Pump Station No. 1 reverse flow valve upgrade.
- Upgrades to four existing air/vacuum relief valves and installation of one new air/vacuum relief valve to prevent damage from surge (water hammer).

Under this task, CMWD will also ensure implementation of necessary environmental mitigation measures during construction activities.

Deliverables:

- Photographic documentation
- Engineer’s Certification

PROJECT 3: Iron and Manganese Removal Project Phase 1**IMPLEMENTING AGENCY:** United Water Conservation District (United)

PROJECT DESCRIPTION: This project consists of the design and construction of a groundwater treatment plant and associated well upgrades to treat approximately 3,500 gallons per minute (gpm) of groundwater from existing deep wells (Lower Aquifer System) at the existing El Rio Water Treatment and Groundwater Recharge Facility. As a result, the project will enable continued use of up to 11,757 acre-feet per year (AFY) of local groundwater to supply the Oxnard-Hueneme System. The project is critical to improve water supply reliability and enhance drought resiliency of United's water supply system

Budget Category (a): Project AdministrationTask 1 – Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2 – Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit and Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3 – Land Purchase – Not applicable**Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4 – Feasibility Studies

Project feasibility has been evaluated as part of the project development process. In 2016, United completed the *Feasibility Assessment of Iron and Manganese Removal Facilities at the El Rio Water Treatment Plant*. The study incorporates results of a 2016 on-site pilot test, presents preliminary design criteria, and documents overall feasibility. The analysis showed that treatment of one deep well will achieve the project objectives and ensure reliability and redundancy of the system during drought conditions. In addition, United evaluated various options for addressing elevated nitrate concentrations and found the project to be the preferred and most cost-effective option.

Deliverables:

- Studies available upon request.

Task 5 – CEQA Documentation

A Notice of Exemption was filed with Ventura County for this project in December of 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6 – Permitting

Obtain necessary permits. Acquired permits required for construction and implementation may include the following anticipated permits (exemptions may apply):

- Ventura County Fire Department clearance document was obtained on December 2020.

The following permits are not required to begin implementation and will be obtained at the appropriate time during the implementation/construction process:

- SWRCB NPDES for Stormwater Discharges Associated with Construction and Land Disturbance Activities (obtained prior to soil disturbing activities)
- SWRCB DDW Amendment to Domestic Water Supply Permit (obtained prior to operation)

Deliverables:

- Permits as required

Task 7 – Design

Prepare design plans and specifications for the construction of the iron and manganese treatment plant. Plans and specifications will be prepared at the 30 percent, 90 percent, and 100 percent design completion levels. At each stage of completion, United staff and outside technical experts, as needed, will provide technical review and Quality Assurance/Quality Control (QA/QC) of the plans and specifications. This task also includes surveying and geotechnical investigations.

Design engineer has prepared design documents to the 100% level which is currently under review by United staff. Bid-ready plans and specifications will be prepared by the design engineer incorporating the United's final comments.

Deliverables:

- 100% Design Plans and Specifications

Task 8 – Project Monitoring Plan

This task includes development and submittal of a Project Monitoring Plan. The Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and other relevant performance monitoring details in accordance with the provisions of Paragraph 16 of this grant Agreement.

Deliverables:

- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9 – Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. This task includes activities necessary (as applicable) to secure a contractor and award the contract, including: prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluations, selection of the contractor, award of contract, and issuance of Notice to Proceed. Award will be made to the responsible bidder with the lowest responsive bid in accordance with the Public Contract Code.

Bid documents, consisting of 100% plans and specifications, will be prepared under Task 7 - Design.

Deliverables:

- Proof of Advertisement
- Award of contract
- Notice to Proceed

Task 10 – Construction Administration

This task includes construction management and administration, including managing contractor submittal review, answering requests for information, issuing work change directives, and conducting inspections. A full-time construction observer will be on site for the duration of the project whose duties may include documenting pre-construction conditions, daily on-site observations, addressing questions of contractors on site, and notifying the contractor if the work is not acceptable. These responsibilities may be carried out in full or partially by United's consultant (selected by request for qualifications/proposals process). United may also elect to carry out these responsibilities using in-house staff.

During the bid process and construction phase, United's design engineer will attend regular meetings, review and address contractor's requests for information (RFI), review and approve all submittals and shop drawings, review and address requests for change orders, perform certain site inspections, provide assistance during start-up operations, assist in preparing the final construction punch list, prepare the record drawings and prepare the operation and maintenance manual.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11 – Construction/Implementation Activities

Construction activities for the groundwater treatment plant and associated upgrades to treat 3,500 gpm include:

- Installation of piping related to well water supply, treated water, return washwater, filter drainage, and waste solids.
- Installation of two pressure filter vessels (12' diameter x 40' length) with dual media consisting of Greensand Plus and anthracite.

- Modifications to the existing chlorine gas system, including re-purposing existing chlorinators and installing new chlorine solution pipeline to a new injection location upstream of the new filter vessels.
- Installation of 195,000-gallon washwater recovery tank (above ground, bolted steel).
- Installation of pump stations related to return washwater, filter drain, and waste-solids disposal.
- Concrete masonry unit building approximately 50 feet by 18 feet for housing air scour blowers, electrical equipment, analytical instruments, and lab space.
- Integration of iron and manganese treatment process with existing Supervisory Control and Data Acquisition (SCADA) system.

Under this task, United will also ensure implementation of necessary environmental mitigation measures during construction activities.

Deliverables:

- Photographic documentation
- Engineer's Certification

PLACEHOLDER PROJECTS

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

PROJECT 4: Eastside to Westside Waterline Interconnection Project Phase 2

IMPLEMENTING AGENCY: City of Ventura (City)

PROJECT DESCRIPTION: The project consists of design and construction of a transmission pipeline between midtown and the westside to move water from the City's wells located in the Oxnard Plain and Mound Basin to the 210 and 260 pressure zones that serve the westside and make up the majority of the Casitas service area. The project will enable delivery of up to 5,000 AFY of the City's eastside groundwater supplies to the westside and Casitas service area in the event of an outage, water supply shortage, and/or peak demand scenarios. The project will expand the City's ability to conjunctively use its water supply sources for improved water supply reliability and resiliency across the City's system. Phase 1 of the Eastside to Westside Water Interconnection Project (not part of this grant request) includes a pipeline from the eastside to midtown to move water across hydraulically separated areas of the 430 pressure zone into which the Phase 2 connection will extend. Phase 1 is currently being developed by the City and will be completed prior to construction of Phase 2.

PROJECT 5: Reclaimed Water Storage Reservoir

IMPLEMENTING AGENCY: City of Camarillo

PROJECT DESCRIPTION: This project consists of design and construction of a 1 million-gallon (MG) capacity storage reservoir to enhance the City of Camarillo's existing reclaimed water distribution system. The source of the reclaimed water is tertiary treated water from the Camarillo Sanitation District Water Reclamation Plant in the City of Camarillo where the reservoir will be located. The project will enable increased use of reclaimed water by urban and agricultural areas within the City of Camarillo's service area. Any excess reclaimed water not used by City of Camarillo water customers will be served to Camrosa Water District's non-potable water customers via an existing connection. The project will enable reclaimed water deliveries to be increased by approximately 2,583 AFY by providing storage during daily demand fluctuations. As a result, the project will help offset potable water use and reduce imported water needs.

PROJECT 6: Los Robles Desalter

IMPLEMENTING AGENCY: City of Thousand Oaks

PROJECT DESCRIPTION: The City of Thousand Oaks is entirely dependent on imported water. To improve local water supply reliability, the City of Thousand Oaks plans to construct a groundwater desalter treating currently unusable groundwater from the Conejo Valley Groundwater Basin. This project consists of design and construction of a reverse osmosis water treatment plant (desalter) to treat groundwater from an existing City of Thousand Oaks well – the Los Robles Golf Course well. The groundwater would otherwise remain unused due to highly elevated total dissolved solids concentrations as well as other problematic water quality constituents. The desalter is anticipated to produce approximately 1,000 AFY which will be distributed as potable water within the City of Thousand Oaks' service area, with a small portion used for irrigation at the local golf course. Given the City of Thousand Oaks' 100% reliance on imported water, this project constitutes a crucial first step in improving the City of Thousand Oaks' local water supply reliability and reducing dependence on imported water.

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 1 WATERSHEDS COALITION OF VENTURA COUNTY IRWM
IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
1 Grant Administration	\$0	\$129,200	\$0	\$129,200	100%
2 Calleguas – Las Virgenes Municipal Water District Interconnection	\$3,500,000	\$8,004,150	\$4,005,850	\$15,510,000	51.6%
3 Iron and Manganese Removal Project Phase 1	\$2,500,000	\$4,607,200	\$2,480,800	\$9,588,000	48%
4 Eastside to Westside Waterline Interconnection Project Phase 2	\$2,053,000	\$1,334,450	\$718,550	\$4,106,000	32.5%
5 Reclaimed Water Storage Reservoir	\$2,000,000	\$1,625,000	\$875,000	\$4,500,000	36.1%
6 Los Robles Desalter	\$1,805,680	\$10,500,000	\$6,174,600	\$18,480,280	56.8%
GRAND TOTAL	\$11,858,680	\$26,200,000	\$14,254,800	\$52,313,480	-

PROJECT 1: Grant Administration

Implementing Agency: Calleguas Municipal Water District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$0	\$129,200	\$0	\$129,200
TOTAL COSTS	\$0	\$129,200	\$0	\$129,200

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Source of Funding: Cost Share will be provided by the Local Project Sponsors: Calleguas MWD, City of Camarillo, City of Thousand Oaks, City of Ventura, and United Water Conservation District

PROJECT 2: Calleguas – Las Virgenes Municipal Water District Interconnection

Implementing Agency: Calleguas Municipal Water District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$0	\$10,000	\$10,000
(b) Land Purchase / Easement	\$0	\$0	\$200,000	\$200,000
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$2,000,000	\$2,000,000
(d) Construction / Implementation	\$3,500,000	\$8,004,150	\$1,795,850	\$13,300,000
TOTAL COSTS	\$3,500,000	\$8,004,150	\$4,005,850	\$15,510,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Source of Funding: All Cost Share will be provided by the Calleguas Capital Improvement Program Fund

PROJECT 3: Iron and Manganese Removal Project Phase 1

Implementing Agency: United Water Conservation District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$252,000	\$0	\$252,000
(b) Land Purchase / Easement	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$1,023,000	\$0	\$1,023,000
(d) Construction / Implementation	\$2,500,000	\$3,332,200	\$2,480,800	\$8,313,000
TOTAL COSTS	\$2,500,000	\$4,607,200	\$2,480,800	\$9,588,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Source of Cost Share Funding: US Bureau of Reclamation WaterSMART Drought Resiliency Grant Program and funding from United Water Conservation District from the Oxnard-Hueneme Pipeline Enterprise Fund.

PLACEHOLDER PROJECTS**PROJECT 4: Eastside to Westside Waterline Interconnection Project Phase 2**

Implementing Agency: City of Ventura

This project is included in the Agreement as a placeholder project. The detailed Budget will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 5: Reclaimed Water Storage Reservoir

Implementing Agency: City of Camarillo

This project is included in the Agreement as a placeholder project. The detailed Budget will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 6: Los Robles Desalter

Implementing Agency: City of Thousand Oaks

This project is included in the Agreement as a placeholder project. The detailed Budget will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

EXHIBIT C**SCHEDULE****PROPOSITION 1 ROUND 1 WATERSHED COALITION OF VENTURA COUNTY IRWM IMPLEMENTATION GRANT****PROJECT 1: Grant Administration**

BUDGET CATEGORY	Start Date	End Date
a Project Administration	09/23/2020	01/31/2024

PROJECT 2: Calleguas – Las Virgenes Municipal Water District Interconnection

BUDGET CATEGORY	Start Date	End Date
a Project Administration	03/10/2015	08/31/2023
b Land Purchase / Easement	04/01/2018	02/01/2021
c Planning / Design / Engineering / Environmental Documentation	04/01/2015	04/30/2021
d Construction / Implementation	04/30/2021	05/15/2023

PROJECT 3: Iron and Manganese Removal Project Phase 1

BUDGET CATEGORY	Start Date	End Date
a Project Administration	08/01/2019	01/30/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	11/10/2015	09/23/2021*
d Construction / Implementation	02/05/2021	10/30/2022

*The amended drinking water permit will be issued during construction. This is typical for new water treatments plants and not needed to start construction.

PLACEHOLDER PROJECTS

PROJECT 4: Eastside to Westside Waterline Interconnection Project Phase 2

Implementing Agency: City of Ventura

This project is included in the Agreement as a placeholder project. The detailed Schedule will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 5: Reclaimed Water Storage Reservoir

Implementing Agency: City of Camarillo

This project is included in the Agreement as a placeholder project. The detailed Schedule will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 6: Los Robles Desalter

Implementing Agency: City of Thousand Oaks

This project is included in the Agreement as a placeholder project. The detailed Schedule will not be included in the Agreement until the project is fully incorporated into the Agreement as per Paragraph 5) A.ii.

EXHIBIT D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 1982

A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALLEGUAS MUNICIPAL WATER DISTRICT
AUTHORIZING THE SUBMITTAL OF A PROPOSAL FOR A ROUND 1 INTEGRATED
REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT PURSUANT TO
THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF
2014

THE BOARD OF DIRECTORS OF CALLEGUAS MUNICIPAL WATER
DISTRICT DOES HEREBY DETERMINE AND RESOLVES AS FOLLOWS:

SECTION 1. That proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.) and to enter into an agreement to receive a grant for the Watersheds Coalition of Ventura County.

SECTION 2. That the General Manager or designee is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with California Department of Water Resources.


ADOPTED, SIGNED AND APPROVED this twentieth day of November, 2019.



Andres Santamaria, Vice-President
Board of Directors

I HEREBY CERTIFY that the foregoing Resolution was adopted at a meeting of the Board of Directors of Calleguas Municipal Water District held on November 20, 2019.

ATTEST:



Scott Quady, Treasurer
Board of Directors

(SEAL)

RES. NO. 1982

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I**LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Grant Administration

Sponsor Agency: Calleguas Municipal Water District

Agency Address: 2100 E. Olsen Rd., Thousand Oaks CA 91360

Project Location: NA

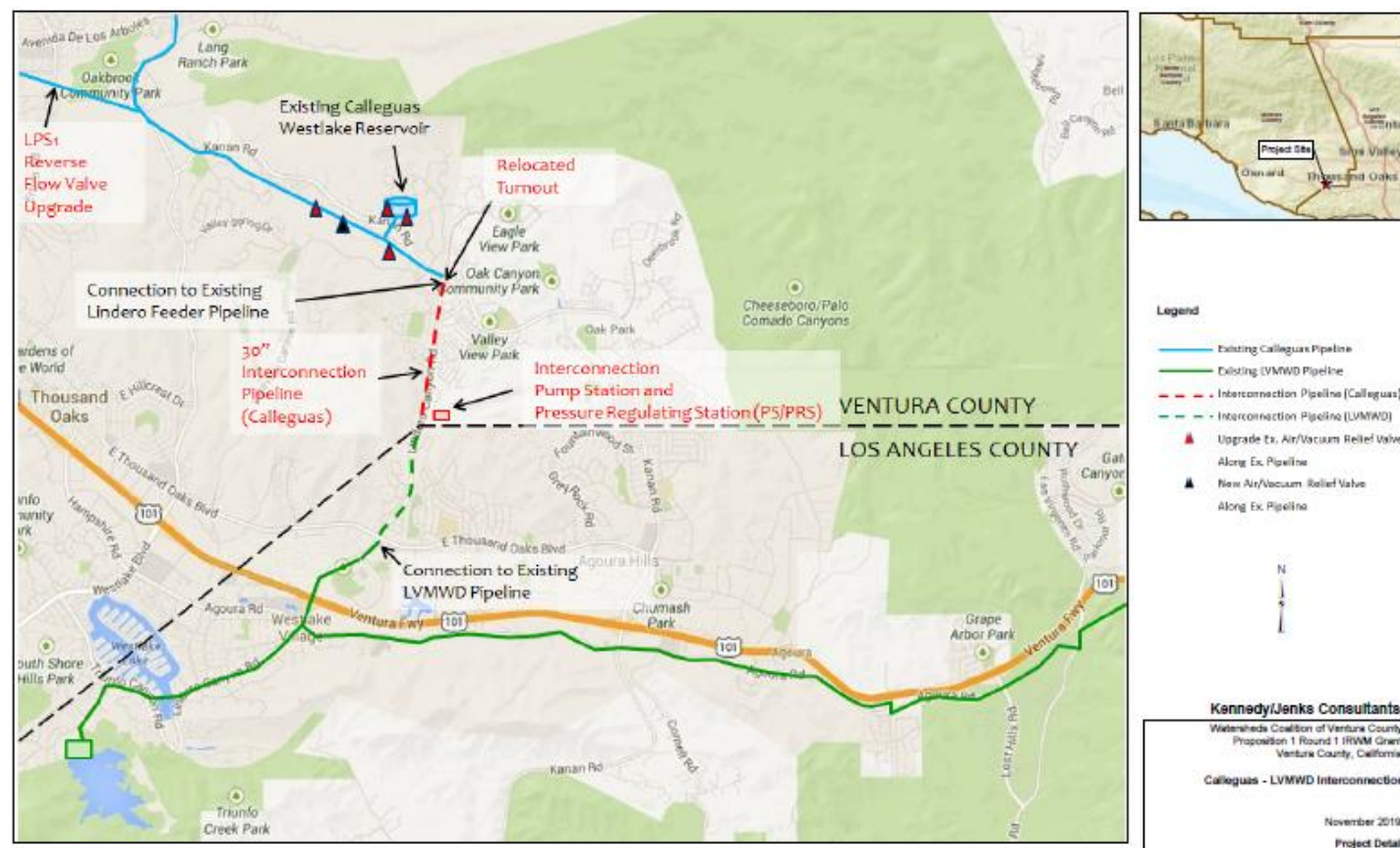
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Calleguas – Las Virgenes Municipal Water District Interconnection

Sponsor Agency: Calleguas Municipal Water District

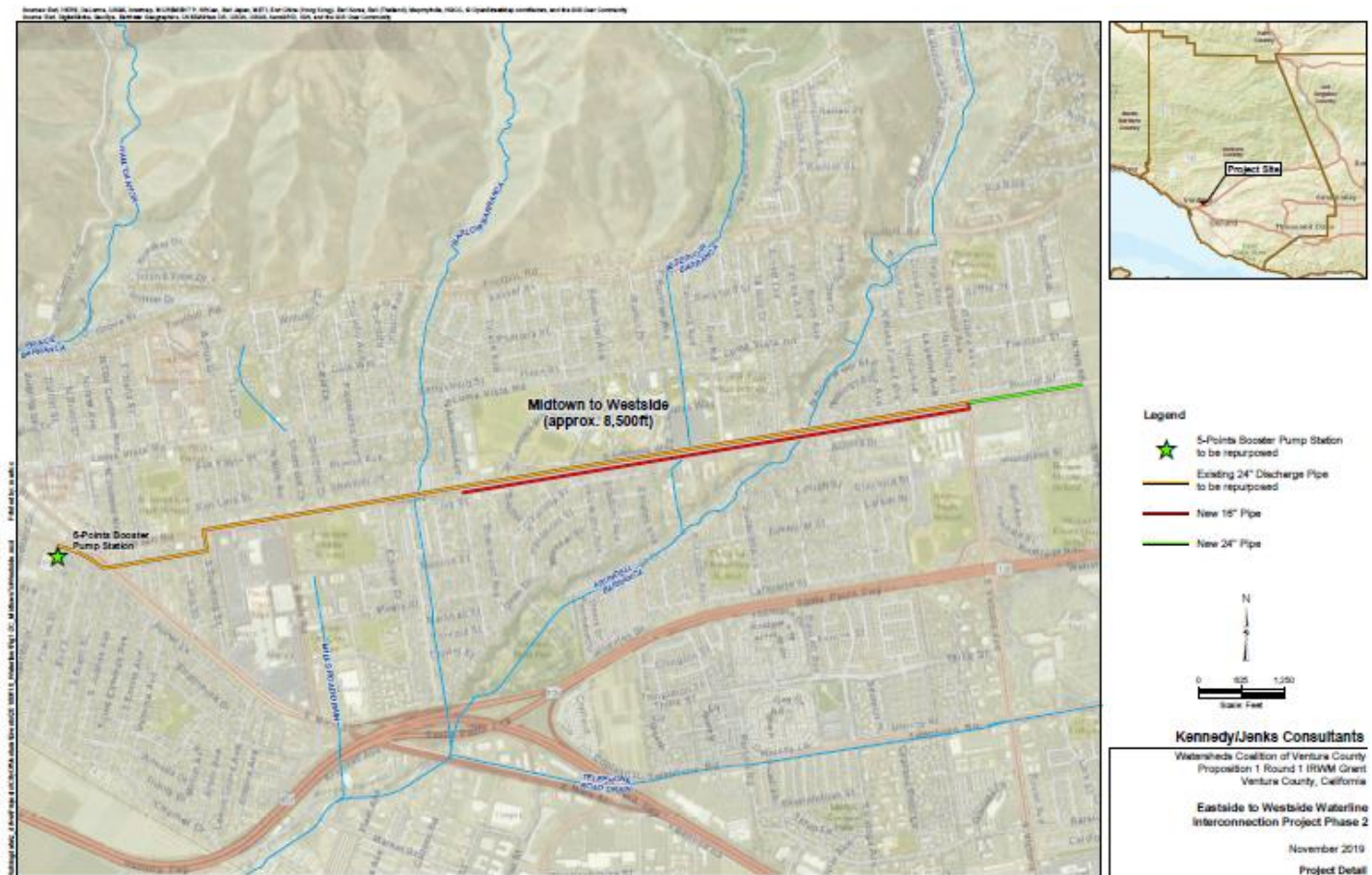
Agency Address: 2100 E. Olsen Rd., Thousand Oaks CA 91360

Project Location: Thousand Oaks/Oak Park, California (34.168597, -118.788244)



Local Project Sponsor Agency Designation**Sponsored Project:** Project 3: Iron and Manganese Removal Project Phase 1**Sponsor Agency:** United Water Conservation District**Agency Address:** 1701 N. Lombard St., Oxnard CA 93030**Project Location:** Oxnard, California (34.239690, -119.152550)

Project Location: Ventura, California (34.275654, -119.230688)



Placeholder Project: Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Reclaimed Water Storage Reservoir

Sponsor Agency: City of Camarillo

Agency Address: 601 Carmen Dr., Camarillo CA 93010

Project Location: Camarillo, California (34.0193247, -119.003826)



Kennedy/Jenks Consultants
Watersheds Coalition of Ventura County
Proposition 1 Round 1 IRWM Grant
Ventura County, California
Reclaimed Water Storage Reservoir

November 2019
Project Detail

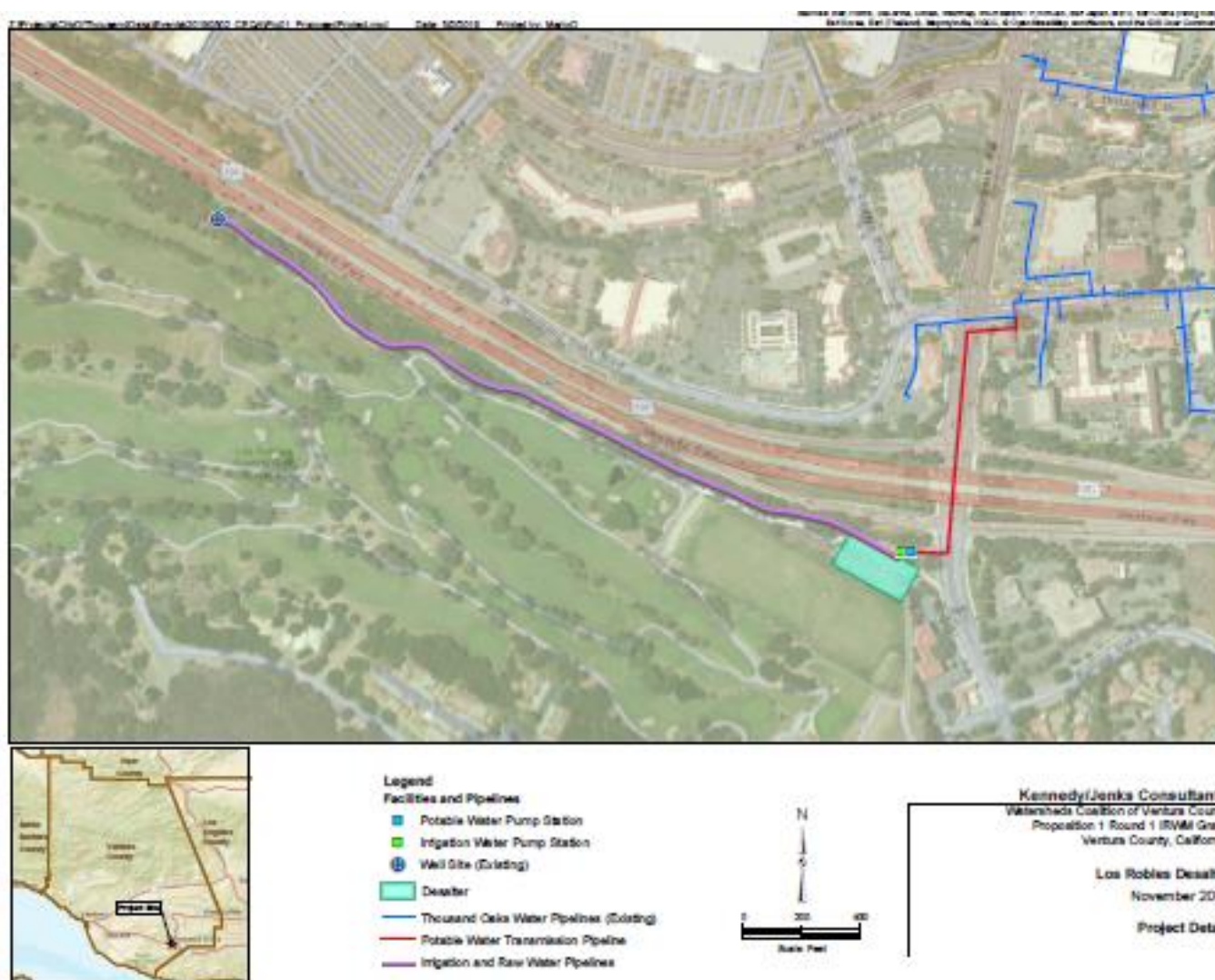
Placeholder Project: Local Project Sponsor Agency Designation**Sponsored Project:** Project 6: Los Robles Desalter**Sponsor Agency:** City of Thousand Oaks**Agency Address:** 2100 Thousand Oaks Blvd., Thousand Oaks CA 91362**Project Location:** Thousand Oaks, California (34.179167, -118.885000)

EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
- 27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
 - 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
 - 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
 - 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
 - 31. Implied dedication statement.
 - 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
 - 33. Discussion of any departures taken in the development of the appraisal.
 - 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
 - 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT 2

COST BY LOCAL PROJECT SPONSOR

	Calleguas-LVMWD Interconnection	Iron and Manganese Removal Project (Phase 1)	Total All Components
Year 1 (2021-2022)	\$23,440	\$28,320	\$51,760
Year 2 (2022-2023)	\$23,440	\$14,160	\$37,600
Year 3 (2023-2024)	\$11,720		\$11,720
<i>Total</i>	\$58,599	\$42,480	\$101,079



Staff Report

To: UWCD Finance and Audit Committee Members

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

From: Clayton Strahan, Chief Park Ranger

Date: May 20, 2021 (June 8, 2021 Meeting)

Agenda Item: **3 (Board Motion Item 4.6) Resolution 2021-15 Authorizing Workers' Compensation Benefits for Volunteer Personnel**

Staff Recommendation:

The Committee will receive and review Resolution 2021-15, authorizing Workers' Compensation coverage for all volunteer personnel serving in a non-paid capacity at the Lake Piru Recreation Area and or in other capacities at the District while providing in-kind services to the District. Staff recommends Committee member approval to the full Board for adoption of Resolution 2021-15.

Background:

On January 1, 2021, the District resumed operational oversight of all activities occurring at the Lake Piru Recreation area. As result of this effort, staff retained both paid and volunteer staff as part of the staffing model associated with the oversight of the facility. Currently, the park has 10 volunteer work campers who perform duties in and around the campgrounds and day use areas under an in-kind service agreement. Under these agreements, work campers provide 20 hours of service in exchange for a full hookup recreational vehicle site.

In late March, the Human Resources Division became aware that the District is mandated under Section 3363.5 of the California Labor Code to declare all volunteer personnel as employees while providing their services and to provide those volunteers with Workers' Compensation benefits. In order to ensure that the District is in compliance with state statute and to reduce exposure to liability, staff is requesting that the Board approve the requested motion and adopt Resolution 2021-15 which will provide Workers' Compensation to all volunteer positions within the District, including those at the Lake and who may be used in other capacities at future times.

Fiscal Impact:

Approval of this motion will have a fiscal impact of approximately \$1,500 annually. This amount is based on the number of hours worked by personnel and not the actual number of personnel. It should be noted that by utilizing volunteer work campers in lieu of paid personnel, the District projected a savings of \$80,000 to \$100,000 annually.

Attachment: **Resolution 2021-15**

RESOLUTION 2021-15

**RESOLUTION OF THE
UNITED WATER CONSERVATION DISTRICT
DECLARING THAT VOLUNTEERS SHALL BE DEEMED
TO BE EMPLOYEES OF THE DISTRICT
FOR THE PURPOSE OF PROVIDING WORKERS'
COMPENSATION COVERAGE FOR SAID CERTAIN
INDIVIDUALS WHILE PROVIDING THEIR SERVICES**

WHEREAS, the United Water Conservation District utilizes the services of Volunteers;
and

WHEREAS, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

WHEREAS, the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark to the left of the descriptions:

- √ All persons performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses,
- √ Interns

NOW, THEREFORE, BE IT RESOLVED, that such persons coming within the categories specified above, and other designated individuals deemed to be employees of the United Water Conservation District for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said designated individuals will not be considered an employee of the United Water Conservation District for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the United Water Conservation District.

PASSED, APPROVED AND ADOPTED this June 9, 2021 by the following vote:
AYES:

NOES:

ABSENT:

ATTEST: _____
Board President Michael W. Mobley

ATTEST: _____
Board Secretary Sheldon G. Berger



To: UWCD Finance and Audit Committee Members

From: Joseph Jereb, Chief Financial Officer

Date: May 12, 2021 (June 8, 2021 meeting)

Agenda Item: **4 – Monthly (April 30, 2021) Investment Report**

Recommendation

Review and discuss the most current investment report for April 30, 2021, that is enclosed.

Fiscal Impact

As shown.

Discussion

Based on the information included in the attached reports, staff will present a summary and discuss key information as an overview.


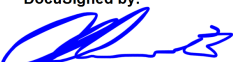

Attachments: Combined Investment Report

United Water Conservation District
Monthly Investment Report
April 30, 2021

<u>Investment Recap</u>	<u>G/L Balance</u>	<u>Weighted Avg Days to Maturity</u>	<u>Diversification Percentage of Total</u>
Bank of the Sierra	3,182,923	1	6.20%
Union Bank - 2020 COP Bond Balance	19,006,494	1	37.03%
Petty Cash	1,800	1	0.00%
County Treasury	1,444	1	0.00%
LAIF Investments	29,141,128	1	56.76%
Total Cash, Cash Equivalents and Securities	51,333,789		100.00%
Investment Portfolio w/o Trustee Held Funds	51,333,789		
Trustee Held Funds	-		
Total Funds	51,333,789		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	30,608,927	(1,467,800)	29,141,128
	Interest	Interest	
	Earned YTD	Received YTD	Qtrly Yield
	131,593	232,467	0.44%

All District investments are shown above and conform to the District's Investment Policy. All investment transactions during this period are included in this report
Based on budgeted cash flows the District appears to have the ability to meet its expenditure requirements for the next six months.

<p>DocuSigned by:  36D23E0D082745E...</p> <p>Mauricio E. Guardado, Jr., General Manager</p>	<p>5/27/2021</p> <hr/> <p>Date Certified</p>
<p>DocuSigned by:  70D59ECF0D8D46E...</p> <p>Anthony Emmert, Assistant General Manager</p>	<p>5/21/2021</p> <hr/> <p>Date Certified</p>
<p>DocuSigned by:  888DA3150F01440...</p> <p>Joseph Jereb, Chief Financial Officer</p>	<p>5/21/2021</p> <hr/> <p>Date Certified</p>

United Water Conservation District			
Cash Position			
April 30, 2021			
Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			Revenue collected for district operations
General/Water Conservation	15,041,156	6,551,105	Includes General, Rec & Ranger, Water Conservation
		1,725,000	Reserved for legal expenditures
		5,435,000	Designated for replacement, capital improvements, and environmental projects
		1,330,050	Supplemental Water Purchase Fund
General CIP Funds	2,952,659	2,952,659	Appropriated for capital projects
2020 COP Bond Funds	17,727,190	17,727,190	Reserved for CIP Projects
Special Revenue Funds:			Revenue collected for a special purpose
State Water Project Funds	3,427,810	3,427,810	Procurement of water/rights from state water project
Enterprise Funds:			Restricted to fund usage
Freeman Fund	1,007,967	1,007,967	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	3,412,713	3,412,713	Appropriated for capital projects
OH Pipeline Fund	2,494,577	2,494,577	Delivery of water to OH customers
OH CIP Fund	1,594,428	1,594,428	Appropriated for capital projects
OH Pipeline Well Replacement Fund	865,358	865,358	Well replacement fund
PV Pipeline Fund	455,735	455,735	Delivery of water to PV customers
PV CIP Fund	277,356	277,356	Appropriated for capital projects
PT Pipeline Fund	1,508,446	1,508,446	Delivery of water to PTP customers
PT CIP Fund	568,394	568,394	Appropriated for capital projects
Total District Cash & Investments	51,333,789	51,333,789	



To: UWCD Finance and Audit Committee Members

From: Joseph Jereb, Chief Financial Officer

Date: May 12, 2021 (June 8, 2021 meeting)

Agenda Item: **5 – Monthly (April 30, 2021) Pipeline Delivery Report**

Recommendation

Review and discuss the most current pipeline delivery report for April 30, 2021 that is enclosed.

Fiscal Impact

As shown.

Discussion

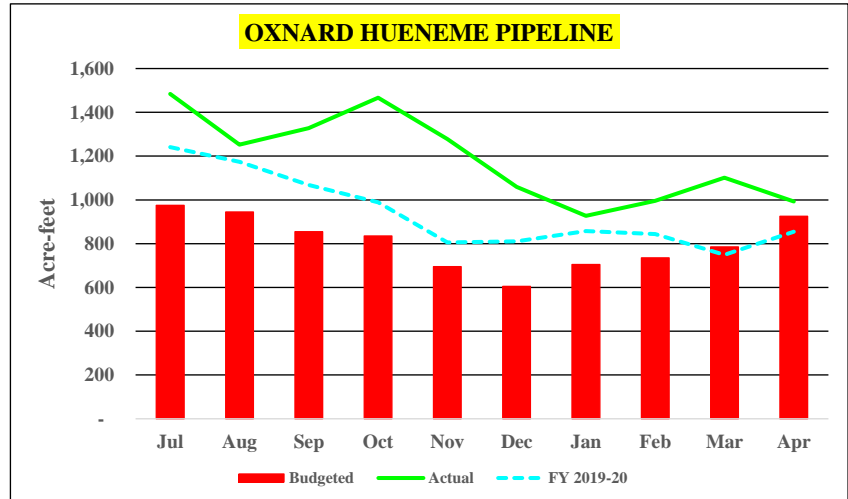
Based on the information included in the attached reports, staff will present a summary and discuss key information as an overview.

Attachments: Pipeline Delivery Report

**United Water Conservation District
Pipeline Water Deliveries (Acre-feet)
FY 2020-21 data thru April 30, 2021**

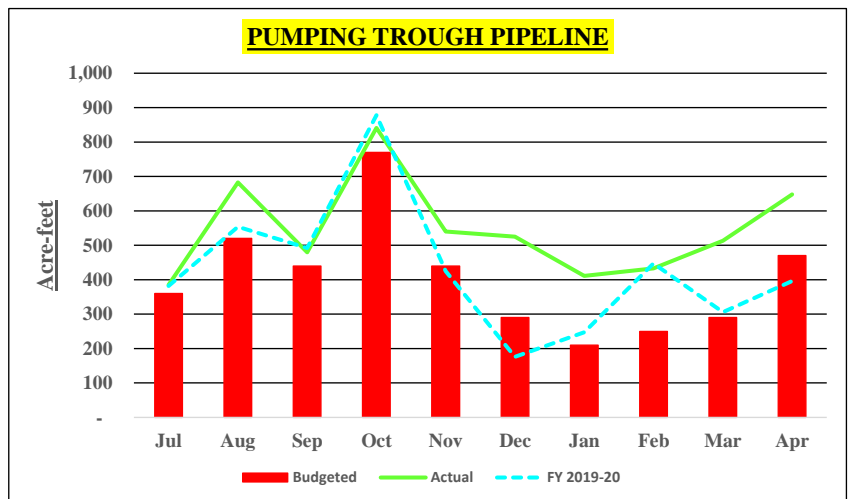
OH Pipeline 20-21			
	Projection	Actual	Difference
Jul	975	1,484	509
Aug	945	1,252	307
Sep	855	1,328	473
Oct	835	1,467	632
Nov	695	1,278	583
Dec	605	1,059	454
Jan	705	927	222
Feb	735	996	261
Mar	785	1,101	316
Apr	925	993	68
May	1,035		
Jun	895		
Totals	9,990	11,885	3,825
YTD	8,060	11,885	3,825

YTD Actual to Budget: 47.5%

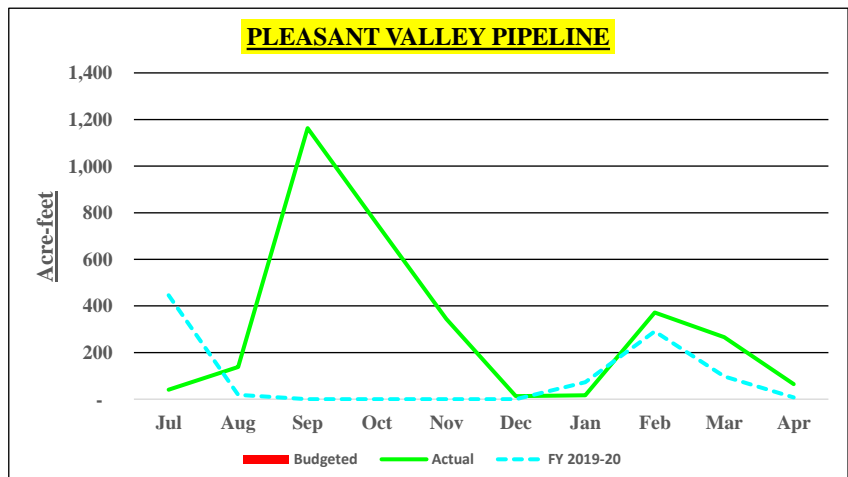


PT Pipeline 2020-21			
	Projection	Actual	Difference
Jul	360	385	25
Aug	520	683	163
Sep	440	480	40
Oct	770	841	71
Nov	440	540	100
Dec	290	525	235
Jan	210	411	201
Feb	250	433	183
Mar	290	513	223
Apr	470	648	178
May	480		
Jun	470		
Totals	4,990	5,459	1,419
YTD	4,040	5,459	1,419

YTD Actual to Budget: 35.1%



PV Pipeline 2020-21			
	Projection	Actual	Difference
Jul	-	41	41
Aug	-	138	138
Sep	-	1,163	1,163
Oct	-	752	752
Nov	-	344	344
Dec	-	13	13
Jan	-	17	17
Feb	-	372	372
Mar	-	266	266
Apr	-	65	65
May	-	-	-
Jun	-	-	-
Totals	-	3,171	3,171
YTD	-	3,171	3,171





To: UWCD Finance and Audit Committee Members

From: Joseph Jereb, Chief Financial Officer

Date: May 12, 2021 (June 8, 2021 meeting)

Agenda Item: **6 – Board Requested Cost Tracking Items**

Recommendation

Review and discuss the cost to date reports for:

- 1) FERC licensing
- 2) The Probable Maximum Precipitation/Flood Study
- 3) General/Water Conservation Fund Environmental
- 4) Freeman Fund Environmental
- 5) Quagga Mussels
- 6) City of Ventura Litigation
- 7) Wishtoyo Litigation
- 8) All legal fees
- 9) All professional fees (excluding legal fees)

Based on the information provided and the ensuing discussion, provide any necessary direction to staff.

Fiscal Impact

As shown.

Discussion

The Finance and Audit Committee requested a monthly update of the accounting being maintained by the District for costs being incurred for various items. The attached report provides data through April 2021.

Attachment: Consolidated Cost Summary

**United Water Conservation District
Consolidated Cost Summary Report
Through April, 2021**

Fiscal Year	FERC License	PMF Study	Gen/Water Conservation Environmental	Freeman Environmental	Quagga Mussels	City of Ventura Lawsuit *	Wishtoyo Complaint	Legal Fees	Other Professional Fees	Total Professional Fees
2001-02	27,083	-	-	-	-	-	-	-	-	-
2002-03	137,116	-	-	-	-	-	-	-	-	-
2003-04	395,575	-	-	-	-	-	-	-	-	-
2004-05	527,191	53,364	-	-	-	-	-	-	-	-
2005-06	169,655	16,486	3,170	148,847	-	-	-	-	-	-
2006-07	74,929	10,554	71,678	170,323	-	-	-	-	-	-
2007-08	105,950	-	304,745	170,995	-	-	-	-	-	-
2008-09	364,883	-	1,483,036	458,887	-	-	-	1,267,547	822,498	2,090,045
2009-10	258,473	68,839	524,532	548,673	-	-	-	324,553	860,496	1,185,049
2010-11	407,597	123,915	306,071	374,490	-	-	-	255,183	992,758	1,247,941
2011-12	789,792	87,059	479,648	138,686	-	353,598	-	533,216	902,051	1,435,267
2012-13	531,196	6,942	568,207	291,674	-	52,222	-	261,810	1,316,817	1,578,627
2013-14	771,128	97,340	499,114	434,354	186,505	365,903	169,167	770,488	1,244,116	2,014,604
2014-15	968,028	120,094	116,393	725,345	232,259	227,522	85,654	505,973	1,811,454	2,317,427
2015-16	469,632	53,062	137,400	605,003	311,047	161,858	230,513	690,261	1,463,670	2,153,931
2016-17	435,599	257,750	139,791	666,810	613,210	23,373	1,029,773	1,030,758	1,535,352	2,566,110
2017-18	363,051	617,564	119,971	546,179	413,501	272,526	2,410,909	2,931,575	2,153,367	5,084,942
2018-19	735,757	436,136	137,761	659,368	431,494	193,240	1,174,589	2,104,842	2,526,710	4,631,553
2019-20	682,306	818,753	57,942	1,184,780	290,047	411,440	4,812,891	5,839,441	2,898,804	6,546,015
2020-21	230,409	1,360,649	19,389	388,107	258,642	403,883	1,176,101	2,353,215	1,407,963	3,761,178
Report Total	8,445,352	4,128,506	4,968,847	7,512,521	2,736,705	2,465,566	11,089,597	18,868,863	19,936,056	36,612,689
Previous Report Total	8,417,447	3,962,959	4,967,174	7,480,061	2,716,290	2,392,310	10,936,202	18,438,814	19,813,445	36,060,028
<i>Current Activity</i>	<i>27,905</i>	<i>165,547</i>	<i>1,673</i>	<i>32,460</i>	<i>20,415</i>	<i>73,256</i>	<i>153,394</i>	<i>430,049</i>	<i>122,611</i>	<i>552,660</i>

Current Activity Narrative:

- FERC - The activity for April (\$28K) was primarily spent on staff time (\$13K), professional fees (\$9K), and legal fees (\$6K) for the fish passage and FERC.
- PMF - The activity for April (\$166K) was spent primarily on geotechnical services (\$116K), design (\$44K), staff time (\$4K) and CEQA (\$2K).
- Gen/Wtr Cons - The activity for April (\$2K) was spent primarily on legal fees (\$2K).
- Freeman - The activity for April (\$32K) was spent primarily on staff time (\$26K), professional fees (\$5K) and legal fees (\$1K) related to HCP support.
- Quagga - The activity for April (\$20K) was spent on staff time (\$18K) and professional fees (\$3K) for quagga mussel eradication and the scientific dive agreement.
- Ventura - There were legal costs of \$73K associated with the City of Ventura Lawsuit.
- Wishtoyo - The activity for April (\$153K) was spent primarily on legal fees related to the Wishtoyo complaint.
- Legal Fees - Includes all legal fees for the District. These fees were dominated by the Wishtoyo and Ventura lawsuits, Fifth amendment permitting, and administration costs.
- Other Prof Fees - Includes all contracted professional fees except legal fees. These fees were dominated by consulting fees.



Staff Report

To: UWCD Finance and Audit Committee Members

Through: Mauricio E. Guardado, Jr., General Manager
Anthony A. Emmert, Assistant General Manager

From: Joseph Jereb, Chief Financial Officer
Josh Perez, Human Resources Manager
Zachary Plummer, Information Technology Administrator
Kris Sofley, Executive Administrative Coordinator/Clerk of the Board

Date: May 19, 2021 (June 8, 2021 meeting)

Agenda Item: 7 (Board Info. Item 5.5) Monthly Administrative Services Department
Report
Information Item

Staff Recommendation:

The Committee will receive and review this staff report from the Administrative Service Department regarding its activities for the month of May.

Discussion:

Activities that took place during the month of May 2021 include:

Finance

- Presented Proposed FY 21-22 Budget at the May 12 Board meeting.
- Held meetings with the OH and PT Pipeline customers to discuss the FY 21-22 Budget and District activity.
- Held audit kickoff meeting and began interim fieldwork for the audit.
- Began recruitment for open Controller position.
- Prepared FY 21-22 Proposed Budget for GSAs.
- Provided O&M with financial data needed for filling out the State Water Resources Control Board's Electronic Annual Report for the OH Pipeline.

Human Resources

- Continued recruitment efforts for onboarding several Lake Piru Recreation Area seasonal personnel such as Seasonal Park Ranger Assistants and Camp Host Volunteers.
 - Initiated recruitment efforts for Controller position.
 - Completed promotion documents for two new Field Technicians.
 - Completed personnel action forms for merit pay and administrative leave for designated staff.
-

Agenda Item: 7 (Board Info. Item 5.5) Monthly Administrative Services Department Report
Information Item

- Processed exit documents for several part time staff members that submitted resignations.
- Processed employee evaluations and step increases that were scheduled for month of May.
- Processed employee payroll changes that were requested into Incode.
- Assisted several staff with health plan enrollment, 457 plan changes and general HR questions.
- Worked with SDRMA to add additional equipment and assets identified as part of the 2021 Renewal.
- Worked on gathering groundwater hearing exhibits for the 2021 groundwater/workshop hearings.

Safety and Risk Management

- Provided Adult and Pediatric CPR/AED/First Aid training to 15 staff at Lake Piru and Oxnard HQ.
- Coordinated procurement and installation of an AED device at Oxnard HQ to ensure safety of personnel.
- Initiated, coordinated and participated in SDRMA safety consultant review at HQ, El Rio, Saticoy, and SFD.
- Researched and evaluated options for crane certification training vs. crane vendors in coordination with Chief Water Treatment Operator.
- Delivered monthly safety training, covering COVID-19 Updates, Valley Fever, and Heat Illness Prevention.
- Evaluated and responded to FERC's request on physical security recommendations for SFD.
- Supported IT and Engineering with cyber incident response, reporting, and communications.
- Conducted investigation into security incident at Oxnard HQ.
- Communicated COVID-19 developments with staff.
- Conducted SFD security site walkthrough with Controls Systems Supervisor.

Information Technology

Provided IT Support for the following virtual meetings:

- OH Users Virtual Meeting (May 3rd)
- PTP Users Virtual Meeting (May 5th)
- UWCD Recreation Committee Meeting (May 5th)
- UWCD Engineering and Operations Meeting (May 6th)
- FPB GSA Special Board Meeting (May 6th)
- UWCD Finance and Audit Committee (May 11th)
- UWCD Board of Directors Monthly Meeting (May 12th)
- Engineering Iron and Manganese Construction Manager Interviews (May 18th)
- FPB GSA Board Meeting (May 20)

Agenda Item: 7 (Board Info. Item 5.5) Monthly Administrative Services Department Report
Information Item

General IT Helpdesk/Cyber Support:

- Supported a Cyber Security Advisory originating from staff member who received suspicious e-mail with instructions to click and download. Coordinated a remediation and reported the incident to information sharing partners.
- Setup IT accounts, e-mails, and provided proper IT equipment as necessary to Recreation staff that joined the District in the month of May.
- Provided IT support of the Lake Piru Recreational Area Public accessible. Included some IT changes to provide effective internet and printing functions for the gatehouse staff.
- Upgraded a perimeter firewall device at Lake Piru and the SFD Project.
- Updated security appliance software across UWCD remote sites to latest stable versions of operating systems.
- Provisioned Laptop PC equipment to environmental services (2) staff members for working effectively from the various UWCD remote offices.
- Updated security and threat prevention software across UWCD laptops and desktop computers to recent editions.
- Ordered and received Apple Pro tablets and Apple accessories. Base configuration provisioning is in process.
 - Individual meetings to be scheduled with Board of Directors for device assignment.





IT Meetings and Events:








- Discussion | 2020 Cybersecurity and Physical Security Inspection
- MS-ISAC (Multi-State Information Sharing & Analysis Center) monthly membership call
- United Water Conservation District, CA / MS-ISAC CIRT Virtual Meeting
- Biweekly with the Security Operations Team to plan and coordinate development of a UWCD Emergency Operations Center
- United Water and DocuSign Annual Account Review
- Annual Microsoft Office 365 Software Licensing call with CDW-G




Technology Systems Customer Service Metrics:





- During the month of May 2021, thirty-two (32) new service request tickets were added to the ticketing system. Twenty-seven (27) requests are in progress or pending technician review. Seventeen (17) requests were resolved and closed in the month of May.

Agenda Item: 7 (Board Info. Item 5.5) Monthly Administrative Services Department Report
Information Item

State by Ticket Type						
	Open	In Progress	Awaiting Reply	Pending 3rd party	Waiting for approval	Total
 Alerts and Advisories	1	0	0	0	0	1
 IT Projects and Change Management	1	4	0	0	0	5
 IT Purchase Request	0	2	0	0	3	5
 IT Services and Support	8	6	2	0	0	16
Total	10	12	2	0	3	27

Monthly ticket type overview - 2021													
Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
 Alerts and Advisories	0	2	2	1	0	0	/	/	/	/	/	/	5
 Fix a Account Problem Password Reset	0	0	0	1	0	0	/	/	/	/	/	/	1
 IT Projects and Change Management	0	3	3	0	0	0	/	/	/	/	/	/	6
 IT Purchase Request	6	5	0	0	1	0	/	/	/	/	/	/	12
 IT Services and Support	10	13	15	2	31	0	/	/	/	/	/	/	71
 Network Port patching	0	1	0	0	0	0	/	/	/	/	/	/	1
 New employee	0	2	2	3	0	0	/	/	/	/	/	/	7
Total	16	26	22	7	32	0	/	/	/	/	/	/	103

Monthly ticket priority overview - 2021													
Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
 High	2	2	1	0	1	0	/	/	/	/	/	/	6
 Low	14	23	19	7	26	0	/	/	/	/	/	/	89
 Medium	0	1	2	0	5	0	/	/	/	/	/	/	8
Total	16	26	22	7	32	0	/	/	/	/	/	/	103

Monthly ticket source overview - 2021													
Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
 Email	15	26	21	7	27	0	/	/	/	/	/	/	96
 In Person	0	0	0	0	1	0	/	/	/	/	/	/	1
 Phone	0	0	1	0	0	0	/	/	/	/	/	/	1
 Website	1	0	0	0	4	0	/	/	/	/	/	/	5
Total	16	26	22	7	32	0	/	/	/	/	/	/	103