



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

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

AGENDA
REGULAR BOARD MEETING
Wednesday, July 14, 2021, 12:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

Meeting attendees should be aware that the meetings of the Board are, as required by law, open to the public and the District has very limited powers to regulate who attends Board 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.

BOARD MATTERS

*Normally, Action (Motion) Items will be considered and acted upon separately; Consent Items will be considered and acted upon collectively, although a Consent Item may be considered and acted upon separately; and Information Items will be considered separately without action.
The Board of Directors in its discretion may change the order of agenda items.*

1. FIRST OPEN SESSION 12:00 P.M.

Items to be discussed in Executive (Closed) Session will be announced.

1.1 Public Comments
Information Item

Members of the public may address the Board on any matter on the Closed Session agenda or on any non-agenda item within the jurisdiction of the Board. All comments are subject to a five-minute time limit.

1.2 EXECUTIVE (CLOSED) SESSION 12:05 P.M.

The Board will discuss matters outlined in the attached Executive (Closed) Session Agenda (Exhibit A).

2. SECOND OPEN SESSION AND CALL TO ORDER 1:00 P.M.

2.1 Pledge of Allegiance

2.2 Public Comment
Information Item

Members of the public may address the Board on any item on the Consent Calendar or on any non-agenda item within the jurisdiction of the Board. No action will be taken by the Board on any non-agenda item. All comments are subject to a five-minute time limit.

2.3 Approval of Agenda
Motion

**2.4 Oral Report Regarding Executive (Closed) Session
Information Item**

Presented by District Legal Counsel David D. Boyer.

**2.5 Board Members' Activities Reports
Information Item**

The Board will receive and file information regarding meeting participation provided by each of the Board Members through Monthly Activities (aka per diem) Reports.

**2.6 General Manager's Report
Information Item**

The General Manager will present information on his activities of possible interest to the Board and that may have consequence to the District.

**2.7 California Special District's Board of Directors Election – Seat A Coastal
Network
Motion**

The Board will consider casting the District's vote for the California Special Districts' Board of Directors Election, Seat A – Coastal Network.

3. CONSENT CALENDAR: All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)

**A. Approval of Minutes
Motion**

Approval of the Minutes for the Regular Board Meeting of June 9, 2021 and the Special Board Meeting of June 24, 2021.

**B. Groundwater Basin Status Reports
Information Item**

Receive and file Monthly Hydrologic Conditions Report for the District.

**C. Monthly Investment Report
Information Item**

Receive and file report on the District's investments and the availability or restriction of these funds. All investments are in compliance with the District's investment policy, which is reviewed and approved annually by the Board.

4. MOTION ITEMS (By Department)

Administrative Services Department – Joseph Jereb and Josh Perez

- 4.1 Approval of [RE]DESIGN Contract in the amount of \$337,736 for replacement servers at the District's Oxnard Headquarters and replacement of SCADA servers at the District's El Rio facility**

Motion

The Board will consider approving a contract with [RE]DESIGN in the amount of \$337,736 for the replacement of servers at the District's Oxnard Headquarters and the replacement of SCADA servers at the District's El Rio facility, both of which have exceed the service life of the equipment.

Engineering Department – Dr. Maryam Bral

- 4.2 Iron and Manganese Treatment Project Construction Management and Inspection Services Contract Award to HDR Engineering, Inc.**

Motion

The Board will consider awarding a construction management and inspection services contract to HDR Engineering, Inc., in the amount of \$701,956 (includes 10% contingency or \$63,814 to be used upon written authorization only) and authorizing the General Manager to execute the contract with HDR Engineering, Inc., for construction and inspection services for the Iron and Manganese Treatment Plant.

- 4.3 Iron and Manganese Treatment Project Design Services during Construction Contract Award to Kennedy Jenks Consultants, Inc.**

Motion

The Board will consider awarding a design services during construction contract to Kennedy Jenks Consultants, Inc., in the amount of \$537,488 (includes 10% contingency or \$48,863 to be used upon written authorization only) and authorizing the General Manager to execute the contract with Kennedy Jenks Consultants, Inc., for design services during construction for the Iron and Manganese Treatment Plant.

- 4.4 Iron and Manganese Treatment Project - Construction Contract Award to GSE Construction Company, Inc.**

Motion

The Board will consider awarding a contract to the lowest responsible bidder, GSE Construction Company, Inc., in the amount of \$9,342,900 and authorizing the General Manager to execute the contract with GSE Construction Company, Inc. for the construction of the Iron and Manganese Treatment Plant.

4.5 Resolution 2021-16 Approving the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) Determination for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project

Motion

The Board will consider approving Resolution 2021-16 approving the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) determination for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and authorizing staff to file the Notice of Exemption (NOE) with the Ventura County Clerk and Recorder's Office.

Operations and Maintenance Department – Brian Collins

4.6 Approving the Procurement of a Long Reach Excavator

Motion

The Board will consider approving the procurement of a long reach excavator and authorizing the General Manager to execute a purchase agreement in the amount of \$281,000.

5. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)

Administrative Services Department – Joseph Jereb and Josh Perez

**5.1 Monthly Administrative Services Department Report – Anthony Emmert
Information Item**

Staff report and presentation on Administration Department monthly activities including issues associated with budget development, financial performance versus budget plan, financial accounting requirements and procedures, potential debt issuance and related financial services, status of District investments and reserves, updates on its capital improvement programs, human resources and safety, District property and facilities maintenance and administration, District records and reports, groundwater extraction statements administration, risk management and District liability insurance matters, management of District contracts, policy development, governance procedures, and supporting activities of Board and staff.

Engineering Department – Dr. Maryam Bral

**5.2 Monthly Engineering Department Report
Information Item**

Staff report and presentation on the various monthly activities of the Engineering Department, including but not limited to water resources, planning efforts and department programs impacting the District, such as project design and construction; dam safety; FERC license compliance; Freeman Diversion; recycled water; pipeline operations and various engineering analysis.

Environmental Services Department – Linda Purpus

5.3 Monthly Environmental Services Department Report

Information Item

Staff report and presentation on the various monthly activities of the Environmental Services Department, including but not limited to environmental and regulatory issues of note to the District, water releases, operations of the fish ladder at the Freeman Diversion, various monitoring efforts, study plans and issues associated with the Endangered Species Act, including the Section 10 MSHCP process, future fish passage requirements, compliance with the District's FERC license/Biological Opinion, the Santa Felicia Dam, studies and operations in and near Piru Creek, any interactions with Rancho Temescal and Rancho Camulos.

Operations and Maintenance Department – Brian Collins

5.4 Monthly Operation and Maintenance Department Report

Information Item

Summary report on monthly activities of the Operations and Maintenance Department, including but not limited to the District's facilities (Santa Felicia Dam and hydroplant; the Piru Groundwater Recharge facility; the Freeman Diversion Dam; the Saticoy and El Rio Groundwater Recharge facilities; the Pleasant Valley and Pumping Trough Pipeline systems; and the Oxnard Hueneme Pipeline system), encompassing operating plans, the quantity and quality of water diverted and delivered, fish ladder operations, major maintenance problems and repairs, status of Operations and Maintenance projects and safety and training issues.

Park and Recreation Department – Clayton Strahan

5.5 Monthly Park and Recreation Department Report

Information Item

Summary report on monthly activities of the Park and Recreation Department, including but not limited to the Lake Piru Recreation Area, encompassing camping and boating policies at the lake; operations and activities; financing and status of facility improvement projects; maintenance activities; security issues; and emergency response activities.

Water Resources Department – Dr. Maryam Bral

5.6 Monthly Water Resources Department Report

Information Item

Summary report on the monthly activities of the Water Resources Department including but not limited to updates to the Ventura Regional Groundwater Flow Model; brackish water treatment feasibility study; upper Santa Clara River Chloride TMDL; hydrologic and well conditions statewide and locally; available Forebay storage; Ventura County well ordinance update; Fox Canyon GMA issues; City of Oxnard's recycled water program; potential water supply and recycled water projects, including use of United's terminal reservoirs; and various user groups (including but not limited to Oxnard Plain and Pumping Trough Pipeline groups).

5.7 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)

Information Item

Summary report on the monthly activities of the three local Groundwater Sustainability Agencies (Mound Basin GSA, Fillmore and Piru Basins GSA, and the Fox Canyon Groundwater Management Agency), for which the District serves as a member director, and the Santa Paula basin (adjudicated) Technical Advisory Committee (including formation of groundwater sustainability agencies in the District's basins, stakeholder and basin user groups, joint powers or governance agreements, development of water markets, and potential basin boundary changes). Staff may also report on state-wide issues related to the implementation of the Sustainable Groundwater Management Act of 2014.

6. BOARD OF DIRECTORS READING FILE

7. FUTURE AGENDA ITEMS

8. ADJOURNMENT


The Board will adjourn to the **Regular Board Meeting** scheduled for **Wednesday, September 8, 2021** or call of the President.

All testimony given before the Board of Directors is recorded.

Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at the District's offices at 1701 N. Lombard Street, Suite 200, Oxnard CA 93030 during normal business hours.

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 materials 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, Jr. – General Manager

Posted: (date) July 8, 2021

(time) 3:00p.m.

(attest) *Kris Sofley*

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

Posted: (date) July 8, 2021

(time) 3:15p.m.

(attest) *Kris Sofley*

At: www.unitedwater.org

EXHIBIT A
EXECUTIVE (CLOSED) SESSION AGENDA

1. LITIGATION

1.1 Conference with Legal Counsel-Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(2), one (1) case.

1.2 Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9 (d)(1)

A. City of San Buenaventura v. United Water Conservation District, et al,
Santa Barbara County Superior Court Case No. VENCI00401714

B. City of San Buenaventura v. United Water Conservation District, et al,
Santa Barbara Superior Court Case No. 1414739 (consolidated for
purposes of trial with case in subsection A.)

Note: 1.2 A and B consolidated in the California Supreme Court, 2nd Civil No. S226036, Review granted on June 24, 2015 of published decision of Division Six, Second District of the Court of Appeal of the State of California, 2d Civil No. B251810.

C. City of San Buenaventura v. United Water Conservation District, et al,
Santa Barbara County Superior Court Case No. 1467531

D. Wishtoyo Foundation, et al v. United Water Conservation District, U.S.
District Court for the Central District of California, Case No.2:16-
cv-03869 GHK (PLAx)

E. Josey Hollis Dorsey, a minor, through his guardian ad litem Ryan Dorsey;
and The Estate of Naya Rivera, through its personal representative, Justin
Stiegemeier, v. County of Ventura, a California public entity; United Water
Conservation District, a California public entity; and Parks and Recreation
Management, d/b/a Parks Management Company, a California corporation;
and Does 1-20, inclusive, Superior Court of the State of California for the
County of Ventura Case No. 56-2020-00547077-CU-PO-VTA

F. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior
Court of the State of California, County of Ventura, Case No:56-2021-
I00555357-CU-PT-VT Complaint for Comprehensive Groundwater
Adjudication of the Oxnard Groundwater Subbasin (No. 4-004.02) and
Pleasant Valley Subbasin (No. 4-006) Pursuant to Sections 830, Et Seq. of
the Code of Civil Procedure; Declaratory Relief; Quiet Title; and Petition
for Writs of Mandate



Staff Report

To: UWCD Board of Directors

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

From: Kris Sofley, Clerk of the Board

Date: June 7, 2021 (July 14, 2021 Meeting)

Agenda Item: 2.5 Board Members' Activities Reports
Information Item

Staff Recommendation:

The Board will receive and file information regarding meeting participation provided by each of the Board of Directors through Monthly Activities (aka per diem) Reports.

Discussion:

This item is provided on the agenda of each regular District Board of Directors meeting in order to allow Directors to report on non-agenda activities such as:

1. UWCD Committee participation – Committee Chair to report on Committee's objectives and actions to Board.
2. Meetings, workshops, conferences and functions attended during the previous month on behalf of the District.
3. Possible conflicts that Directors might have with respect to issues on the Agenda.

Attachments: A – Directors' Monthly Activities Reports (per diem)
B - 2021 Calendar of District's Standing Committee and Outside Agency meetings
C - 2021 AWA VC Meeting and Events Calendar

Board of Directors
Activities and Expenses for Month June **Year** 2021

Due on last day of month

Director: Berger

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			6/9	20
			6/24	20
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Finance	6/8	20
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		AWA Board Mtg	6/3	
		AWA Water Wise	6/17	
		AWA Grant Application	6/22	
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month June Year 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	6	x \$237./per month	\$ 1,422.00 ⁴⁰
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	60	x \$0.56/mile	\$ 33.60 ⁴⁰
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,505.60 ⁴⁰

Director Signature

Sheldon Berger

Date: 7/5/2021

General Manager Signature

[Signature]

Date: 7/6

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June Year 2021

Due on last day of month

Director: Bruce Dandy

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			6/9	8
			6/24	8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Finance	6/8	8
3. Meeting with GM or District Legal Counsel (LC)		W/ GM or LC	Meeting Description & Location	Date
			GM abd DC	6/16
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
		AWAVC WIC	6/15	
		AWAVC	6/17	
		Anti-Harrassment Training	6/21	
		Ethics Training	6/22	
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		VCSDA	6/1	
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month June Year 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	9	x \$237./per month	\$ 2,133.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	24	x \$0.56/mile	\$ 13.44
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 2,196.44

Director Signature

G. Dandey Date: 6/29/21

General Manager Signature

[Signature] Date: 6/30/21

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month 6 Year 21

Due on last day of month

Director: Mohammed A. Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			6-9	12
			6-24	12
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
		AWA VC water issues	6-15	0
		AWA VC waterwise	6-17	0
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		Mound Basin	6-17	0
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
		Ventura water commission	6-23	0
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month 6 Year 21

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185.00 ¹⁰
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	24	x \$0.56/mile	\$ 13.44 ¹⁰
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,248.44 ¹⁰

Director Signature Mohammed Hasan Date: 7-1-21

General Manager Signature [Signature] Date: 7/6

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month JUNE **Year** 2021

Due on last day of month

Director: Lynn Monhardt

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			9	3.8
			24	3.8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		WATER RES	1	3.8
		FINANCE & Audit	8	3.8
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
	GM	Meeting with Miquero	2	4.8
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month June Year 2021

Due on last day of month

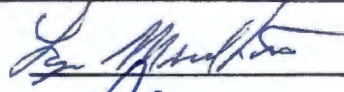
9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	0
Lodging*	\$ 1
Meals*	\$ 1
Transportation*	\$ 1
Misc.*	\$ 1

* attach all receipts

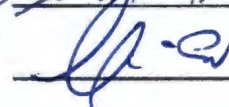
This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185.00
**not to exceed 10 meetings and \$2,370. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	19	x \$0.56/mile	\$ 10.64
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,245.64

Director Signature



Date: 7/2/21

General Manager Signature



Date: 7/6

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June **Year** 2021

Due on last day of month

Director: Edwin T. McFadden III

1. UWCD Board Meetings Regular, special or emergency meetings.		Date 06/09/21	Mileage 40
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	Committee Name & Location Water Resource	Date 06/01/21	Mileage 40
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	Entity Name & Location	Date	Mileage
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	Entity Name & Location FPBGSA Special Board Meeting	Date 06/10/21	Mileage 0
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	Entity Name & Location CMWD, UWCD GM and Chair	Date 06/22/21	Mileage 16
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month June **Year** 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	5	x \$237./per month	\$ 1,185
***not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	96	x \$0.56/mile	\$ 53.76
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,288.76

Director Signature

Edwin T. McJannet

Date: 7/2/21

General Manager Signature

Date: _____

Definitions

BoD: Board of Directors

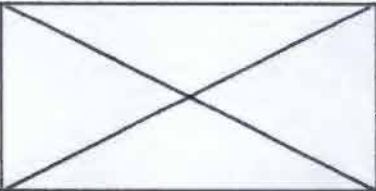
BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June **Year** 2021

Due on last day of month

Director: Michael W. Mobley

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			6/9	26.0
			6/24	26.0
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
		Board Meeting Prep with GM	6/8	26.0
		FCGMA Board Meeting Prep	6/21	26.0
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
		Mound Basin GSA Board Mtg.	6/17	0.0
		FCGMA Board Meeting	6/23	19.0
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
		Meeting with Pete Kaiser and GM	6/22	4.4
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month June **Year** 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	7	x \$237./per month	\$ 1,659.00
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	127.4	x \$0.56/mile	\$ 71.34
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,780.34

Director Signature

Michael W. Moley Date: 7/1/2021

General Manager Signature

[Signature] Date: 7/6

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Per Diem and Expenses for Month _____ Year _____

Due on last day of month

Director: _____

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		Entity Name & Location	Date	Mileage
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		Entity Name & Location	Date	Mileage
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		Entity Name & Location	Date	Mileage
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		Meeting Description & Location	Date	Mileage

Board of Directors
Per Diem and Expenses for Month June **Year** 2021

Due on last day of month

9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

Other Expenses	Total
Days of out of town travel	
Lodging*	\$
Meals*	\$
Transportation*	\$
Misc.*	\$

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00 <i>no</i>
Total # of meetings**	10	x \$237./per month	\$ 2,370.00 <i>no</i>
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	\$
Total # of miles	119.2	x \$0.56/mile	\$ 66.75 <i>no</i>
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 2,386.75 <i>no</i> \$2,486.75

Director Signature

[Signature] Date: 7/1/21

General Manager Signature

[Signature] Date: 7/1/21

Definitions

BoD: Board of Directors
 BP: Board President
 GM: General Manager



ASSOCIATION OF WATER AGENCIES OF VENTURA COUNTY

2021 CALENDAR OF EVENTS

ALL DATES ARE SUBJECT TO CHANGE

All meetings/events are confirmed by AWA via official notices sent prior to each meeting/event.

Note: All 2021 meetings/events will be via video-broadcast until further notice.

JANUARY	7	Board Meeting	3:00 pm, Thursday	
	19	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	21	WaterWise Program	8:00 am, Thursday	
	27	Channel Counties/Water Systems	8:00 am, Wednesday	
FEBRUARY	4	Executive Committee Meeting	3:00 pm, Thursday	
	16	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	18	WaterWise Program	8:00 am, Thursday	
	24	Channel Counties/Water Systems	8:00 am, Wednesday	
MARCH	4	Board Meeting (Annual Meeting-Elections)	3:00 pm, Thursday	
	16	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	18	WaterWise Program (Installation/Directors)	8:00 am, Thursday	
	24	Channel Counties/Water Systems	8:00 am, Wednesday	
APRIL	1	Executive Committee Meeting	3:00 pm, Thursday	
	15	WaterWise Program	8:00 am, Thursday	
	20	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	28	Channel Counties/Water Systems	8:00 am, Wednesday	
MAY	6	Board Meeting	3:00 pm, Thursday	
	18	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	20	WaterWise Program	8:00 am, Thursday	
	26	Channel Counties/Water Systems	8:00 am, Wednesday	
JUNE	3	Executive Committee Meeting	3:00 pm, Thursday	
	15	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	17	WaterWise Program	8:00 am, Thursday	
	23	Channel Counties/Water Systems	8:00 am, Wednesday	
Date to be Confirmed	—	CC/Water Systems Workshop (Confined Space)	8-Noon	(Fire Dept-Camarillo)
JULY	1	Board Meeting	3:00 pm, Thursday	
	15	WaterWise Program	8:00 am, Thursday	
	20	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	28	Channel Counties/Water Systems	8:00 am, Wednesday	
AUGUST		DARK		
SEPTEMBER	2	Board Meeting	3:00 pm, Thursday	
	21	Water Issues Committee	8:00 am, Tuesday	(AWA Members Only)
	22	Channel Counties/Water Systems Luncheon	8:00 am, Wednesday	
Date to be Confirmed		Math Workshop: Water Distribution Exam Review	8:00am-Noon	
Date to be Confirmed	*30	Reception for Members/Elected Officials	4:00 pm, Thursday	(AWA Members/Guests Only)
OCTOBER	7	Executive Committee Meeting	3:00 pm, Thursday	
	*21	Annual Water Symposium & Exposition	7:00am-1:00pm, Thurs.	Courtyard – Oxnard
	*21	Operators Tech Workshop & Exposition	7:00 am-3:30pm, Thurs.	Courtyard – Oxnard
	—	Math Workshop: Water Treatment Exam Review	8:00am-Noon	
NOVEMBER	4	Board Meeting	3:00 pm, Thursday	
	—	Annual VC Water Supply Bus Tour	8:00 am	
	16	Water Issues Committee	7:00 am, Tuesday	(AWA Members Only)
	*17	Channel Counties/Water Systems Lunch	8:00 am, Wednesday	
	18	WaterWise Breakfast Program	8:00 am, Thursday	
DECEMBER	*09	Executive Committee Meeting	3:00 pm, Thursday	
	09	Holiday Mixer/Corporate Night	4:00 pm, Thursday	(AWA Members/Guests Only)

* Indicates change from typical event date



United Water

CONSERVATION DISTRICT

2021 UWCD Standing Committee and Outside Agencies Meeting Dates

JANUARY: 04 - Legislative and Outreach (9am-10:15am)

05- Water Resources (9am-11:15am)

06- Recreation (9am-9:48am)

07- Engineering and Operations (9am-10:05am)

12- Finance and Audit (9:04am-10:08am)

13- Board Meeting (12noon-4:55pm)

20- CoLAB VC WHEEL (1pm)

21- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

27- Fox Canyon GMA (1:30pm)

FEBRUARY: 02- Water Resources (9am-10:13am)

03- Recreation (9am-9:34am)

04- Engineering and Operations (9am-9:48am)

09- Finance and Audit (9am-9:52am)

10- Board Meeting (12noon-3:08pm)

17- CoLAB VC WHEEL (1pm)

18- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

24- Fox Canyon GMA (1:30pm)

MARCH: 02- Water Resources (canceled)

03- Recreation (9am-9:34am)

04- Engineering and Operations (9:04am-10:03am)

09- Finance and Audit (9am-10:03am)

10- Board Meeting (12noon-3:10pm)

17- CoLAB VC WHEEL (1pm)

18- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

24- Fox Canyon GMA (1:30pm)

APRIL: 01- Engineering and Operations (canceled)

05- Legislative and Outreach (canceled)

07- Recreation (9am-10:03am)

12- Water Resources (11am-12:50pm)

13- Finance and Audit (9am-10:07am)

14- Board Meeting (12noon-3:50pm)

21- CoLAB VC WHEEL (1pm)

22- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

28- Fox Canyon GMA (1:30pm)

MAY: 04 - Water Resources (canceled)

05- Recreation (9am-9:37am)

06- Engineering and Operations (9am-10:03am)

11- Finance and Audit (9am-11:03am)

12- Board Meeting (12noon-3:56pm)

19- CoLAB VC WHEEL (1pm)

20- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

26- Fox Canyon GMA (1:30pm)

JUNE: 01 - Water Resources (9am-11:03am)

02- Recreation (canceled)

03- Engineering and Operations (canceled)

08- Finance and Audit (9am)

09- Board Meeting (12noon)

16- CoLAB VC WHEEL (1pm)

17- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

JUNE, continued: 23- Fox Canyon GMA (1:30pm)

JULY: 01 - Engineering and Operations (9am)

05- Legislative and Outreach (canceled)

07- Recreation (canceled)

08- Water Resources (9am)

13- Finance and Audit (9am)

14- Board Meeting (12noon)

21- CoLAB VC WHEEL (1pm)

22- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

28- Fox Canyon GMA (1:30pm)

AUGUST – UWCD is DARK

18- CoLAB VC WHEEL (1pm)

19- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

25- Fox Canyon GMA (1:30pm)

31- Water Resources (9am)*

SEPTEMBER: 01- Recreation (9am)

02- Engineering and Operations (9am)

07- Finance and Audit (9am)

08- Board Meeting (12noon)

15- CoLAB VC WHEEL (1pm)

16- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

22- Fox Canyon GMA (1:30pm)

OCTOBER: 04 - Legislative and Outreach (9am)

05- Water Resources (9am)

06- Recreation (9am)

07- Engineering and Operations (9am)

12- Finance and Audit (9am)

13- Board Meeting (12noon)

20- CoLAB VC WHEEL (1pm)

21- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

27- Fox Canyon GMA (1:30pm)

NOVEMBER: 02 - Water Resources (9am)

03- Recreation (9am)

04- Engineering and Operations (9am)

09- Finance and Audit (9am)

10- Board Meeting (12noon)

17- CoLAB VC WHEEL (1pm)

18- Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

30- Water Resources (9am)*

DECEMBER: 01- Recreation (9am)

01- Fox Canyon GMA (1:30pm)

02- Engineering and Operations (9am)

07- Finance and Audit (9am)

08- Board Meeting (12noon)

15- CoLAB VC WHEEL (1pm)

16 -Mound Basin GSA (1pm)

Fillmore and Piru Basin GSA (5pm)

*scheduled to prevent dual meetings on the same day



Staff Report

To: UWCD Board of Directors

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

Date: June 21, 2021 (July 14, 2021 meeting)

Agenda Item: 2.6 General Manager's Report
Information Item

Staff Recommendation:

Receive an update from the General Manager related to items of possible interest to the Board and that may have consequences to the District.

Discussion:

The General Manager's primary responsibility is to ensure that the policies and directions of the Board of Directors are adhered to as he oversees and manages the efforts of the department managers and their staff in the day-to-day operation and administration of the District. All of these efforts are to be consistent with the District's Mission Statement and within the fiscal constraints set by the Board of Directors.

The District's managers provide detailed monthly updates to the Board of Directors which outline projects' statuses, accomplishments, issues of concern, projects planning, etc. The monthly General Manager's report provides an opportunity for the General Manager to discuss issues that may impact the efforts of the separate departments as they pursue their defined goals and objectives. The report also provides the Board with information on the District's efforts and involvement in local, regional and state-wide issues.

Finally, the monthly General Manager's report offers the Board of Directors an overview of how their policies and directions are being administered through discussion of the work plan and efforts of the General Manager.



Staff Report

To: UWCD Board of Directors

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

From: Kris Sofley, Clerk of the Board

Date: June 21, 2021 (Meeting July 14, 2021)

Agenda Item: 2.7 California Special District's Board of Directors Election - Seat A
Coastal Network
Motion

Staff Recommendation:

The Board will consider casting the District's vote for the California Special Districts Board of Directors Election, Seat A – Coastal Network for the 2022-2024 term.

Background:

Two candidates are running for the Board of Directors Seat A – Coastal Network position:
Elaine Manger, Board member of Pleasant Valley Recreation and Park District
Hugh Rafferty, Board Secretary, Santa Maria Public Airport District

Fiscal Impact:

There is no fiscal impact related to this motion.

Attachments: A Elaine Manger Candidate Statement and Information
B Hugh Rafferty Candidate Statement and Information



Elaine L. Magner, Director
Pleasant Valley Recreation and Park District

Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for re-election.

I'm currently CSDA Board Vice President, having also served as Secretary and Treasurer. I've chaired the Fiscal and Membership committees, now serving as the ex-officio on all CSDA committees. I'm a representative to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director
Pleasant Valley Recreation and Park District



**California Special
Districts Association**

Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Elaine Magner

District/Company: Pleasant Valley Recreation and Park District

Title: Board Director

Elected/Appointed/Staff: Elected

Length of Service with District: Since February 2008

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I currently serve on the CSDA Board of Directors as the Vice President. As the CSDA Vice President I serve on all CSDA committees. In the past I have been on the Fiscal, Audit, Elections and Bylaws, Membership and Professional Development and provide input to many of the CSDA Expert Feedback Teams including Human Resources and Personnel, Governance and Revenue Teams. Also I am one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Exhibitors Showcase annually.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

No

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Serve as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee focusing on senior needs including facilities.

4. List civic organization involvement:

Member of the Camarillo Health Care District Early Morning Executive Panel – pre-COVID.

Hugh Rafferty, Board Secretary, Santa Maria Public Airport District

CSDA Board of Directors 2021 – 2023 Election Candidate Statement

I am the Past-president of the Santa Maria Public Airport District, and currently serve as Board Secretary. I have served on the District board for 10 years.

I'm the Past-president of the Santa Barbara County Chapter of CSDA, and continue to serve on the Board of Directors. I've served on the board for approximately 7 years. In addition, I currently serve on the CSDA Secondary Legislative Committee, and have served on the HR Support Committee.

I'm a past member of the Santa Maria Valley Chamber of Commerce Board of Directors, and currently serve on its Leadership Santa Maria Valley Board.

I'm an Honorably Discharged Marine Corps Veteran, and was designated a Lifetime Honorary Commander Emeritus by the 30th Space Wing at Vandenberg Air Force Base.

I hold a BA degree in General Studies, an MA in Human Development and Management, and a Ph. D in Management.

In addition to the above, I serve/have served in the following capacities:

- . Board Member and Past President – Santa Barbara County Taxpayers Association
- . Current President – Committee to Improve North (Santa Barbara) County
- . Chairman – Volunteer Leadership Committee, California Credit Union League
- . Board Member – California Credit Union League Advocacy Committee and Political Action Committee

I'm the recipient of several California Assembly, California State Senate and Congressional Certificates of Recognition, as well as Chamber of Commerce Citizen of the Year, and California Credit Union League Volunteer of the Year Awards.

My work with these various organizations has brought me into contact with numerous City, County, State and Federal elected officials, as well as managers and directors and employees of a number of special districts, and I hope to bring these experiences to the CSDA Board of Directors

I hope you will consider me for election to the CSDA Coastal Network board position.

Hugh Rafferty



California Special
Districts Association
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Hugh Rafferty

District/Company: Santa Maria Public Airport District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 10 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

CSDA Secondary Legislative Committee

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

California Credit Union League - PAC and Advocacy Committee

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Santa Barbara County Chapter CSDA

4. List civic organization involvement:

Santa Barbara County Taspayers Association

Chamber of Commerce - Leadership Santa Maria

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



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

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
REGULAR BOARD MEETING
Wednesday, June 9, 2021, 12:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

Meeting was held in person at UWCD's Boardroom and virtually via WebEx

Board Members Present

Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Mohammed A. Hasan
Lynn E. Maulhardt
Edwin T. McFadden, III
Daniel C. Naumann

Staff Present

Mauricio E. Guardado, Jr., general manager
David D. Boyer, legal counsel
Dr. Maryam Bral, chief engineer
John Carman, operations and maintenance program supervisor (virtual participation)
Brian Collins, chief operations officer
Dan Detmer, supervising hydrogeologist
Anthony Emmert, assistant general manager
Erin Gorospe, controller
Dr. Zachary Hanson, hydrogeologist
Joseph Jereb, chief financial officer
Kathleen Kuepper, hydrogeologist
John Lindquist, senior hydrogeologist
Craig Morgan, senior engineer
Josh Perez, human resources manager
Zachary Plummer, IT administrator
Linda Purpus, environmental services manager
Robert Richardson, senior engineer
Kris Sofley, executive assistant/clerk of the board
Dr. Bram Sercu, senior hydrologist
Clayton Strahan, chief park ranger
Dr. Jason Sun, senior hydrogeologist/modeler
Kurt White, park ranger

Public Present

Frank Bromenschenkel, Frank B & Associates
Nancy Broschart, City of Oxnard
Jason Canger
Sarah Fleury

UWCD Board of Directors Meeting MINUTES

June 9, 2021

Page 2

John Farnkoph, HF&H
Autumn Glaser
Burt Handy
Miles Hogan, City of San Buenavntura
Pat Kelley
Abraham Maldonado, City of Oxnard
Rick Simonson, HF&H
Jennifer Tribo, Ventura Water
Brian Wheeler, AALRR

1. FIRST OPEN SESSION 12:02 P.M.

President Mobley called the meeting to order at 12:02p.m.

**1.1 Public Comments
Information Item**

President Mobley asked if there were any public comments. None were offered.

President Mobley asked District's Legal Counsel David Boyer to announce what the Board would be discussing in Executive (Closed) Session today.

1.2 EXECUTIVE (CLOSED) SESSION 12:05 P.M.

Mr. Boyer stated that the Board, pursuant to Government Code Section 54956.9(d)(2), would discuss one case of anticipated litigation, and, pursuant to Government Code Section 54956.9 (d)(1), would be discussing five cases of existing litigation.

President Mobley adjourned the meeting to Executive (Closed) Session at 12:05p.m.

2. SECOND OPEN SESSION AND CALL TO ORDER 1:00 P.M.

President Mobley called the Second Open Session of the UWCD Board of Directors meeting to order at 1:00p.m. He asked Director Berger to lead the group in reciting the Pledge of Allegiance.

2.1 Pledge of Allegiance

Director Berger led the group in reciting the Pledge of Allegiance.

**2.2 Public Comment
Information Item**

President Mobley asked if there were any public comments. None were offered.

**2.3 Approval of Agenda
Motion**

President Mobley asked if there were any changes to the agenda. General Manager Mauricio Guardado replied that the agenda was unchanged. President Mobley asked for a motion.

Motion to approve the agenda, Director Berger; Second, Director Dandy. Voice vote: all in favor (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); any opposed (none). Motion carries unanimously 7/0.

2.4 Oral Report Regarding Executive (Closed) Session

Information Item

Mr. Boyer reported the Board took no action in Executive (Closed) Session that would be reportable under the Brown Act.

2.5 Board Communication

Information Item

President Mobley explained that Director Berger has suggested to save time and efficiencies, Board members submit their completed monthly per diem reports for the previous month's activities, which will be included as attachments to item 2.5 which will be renamed Board Activities Report beginning with the July 2021 UWCD Board of Director Meeting. He added that there was a memo from the Clerk of the Board in the Directors' packets explaining the change in greater detail.

President Mobley then asked Director Maulhardt to report on his activities from the previous month. Director Maulhardt stated he had nothing to report.

Director Hasan reported his participation at the AWA Ventura County Board meeting and Water Issues Committee meeting. He also attended a Santa Paula Chamber of Commerce event honoring his friend Santa Paula Times owner, editor and publisher Peggy Kelly as Citizen of the Year. He added that he met Brian Collins, who serves on the Chamber Board, and Brian's wife at the event.

Director Dandy reported his participation in the ACWA Region 5 Update on May 6, the UWCD Finance Committee meeting on May 11, the UWCD Board meeting on May 12, the ACWA Virtual Spring Conference on May 13, AWAVC Water Issues Committee meeting on May 18, CSDA on May 19, and the AWAVC WaterWise event on May 20.

Director McFadden reported his participation in the UWCD Water Resources Committee meeting and added that the Fillmore and Piru Basins GSA is meeting about every two weeks to discuss and advance the Groundwater Sustainability Plans for the GSA.

Director Berger reported his participation in the UWCD Finance Committee on June 8 and added that he has participated in several AWA VC meetings.

Director Naumann reported his participation in the UWCD Engineering and Operations Committee on June 3, numerous Fox Canyon GMA meetings, the ACWA Region 5 update, AWA WaterWise event, and has been doing outreach regarding water supply.

President Mobley reported his participation in the UWCD Board prep meeting with Mr. Guardado on June 8, a prep meeting on May 24 with UWCD GM and staff for the Fox Canyon GMA meeting on May 26, which he also attended. He Also attended a Fox Canyon GMA meeting on May 14, and the Fox Canyon Operations Committee meeting and will also be attending the Mound Basin GSA meeting on June 17.

2.6 General Manager's Report
Information Item

General Manager Mauricio Guardado stated that he had no additional items to report. President Mobley asked if the Board had any questions or comment for Mr. Guardado. None were offered.

2.7 Consider Cancellation of August Board Meeting
Motion

President Mobley stated that, as has been the District's tradition, the Board shall consider canceling its regular August 2021 Board meeting, and asked if anyone would like to make a motion.

Motion to cancel the UWCD Board of Directors' August 2021 meeting, Director Maulhardt; Second, Director Hasan. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7.0.

3. CONSENT CALENDAR: All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)

A. Approval of Minutes
Motion

Approval of the Minutes for the Regular Board Meeting of May 12, 2021.

B. Groundwater Basin Status Reports
Information Item

Receive and file Monthly Hydrologic Conditions Report for the District.

C. Monthly Investment Report
Information Item

Receive and file report on the District's investments and the availability or restriction of these funds. All investments are in compliance with the District's investment policy, which is reviewed and approved annually by the Board.

President Mobley asked if anyone had any questions or comments regarding the Consent Calendar items. None were offered. President Mobley asked if he could get a motion.

Motion to approve the Consent Calendar, Director Naumann; Second, Director McFadden. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

4. MOTION ITEMS (By Department)

Water Resources Department – Dr. Maryam Bral

PUBLIC HEARING

4.1 Conclusion of Annual Groundwater Hearing, Acceptance of Public Comment and Setting of 2021-22 Zones and Extraction Charges

Motion

In accordance with Part 9 of Division 21 of the California Water Code (Section 75500 et seq.), the Board annually conducts a public hearing to consider the conditions of groundwater resources within the District. An “Annual Investigation and Report of Groundwater Conditions” was submitted to the Board on March 30, 2021 and has been available for public review and comment. This hearing was opened on April 14, 2021 and continued until May 12, 2021, at which time it was again continued to June 9, 2021. During the hearing, the Board received information from District staff and consultant(s) HF&H and Stratecon in support of the establishment of zone(s) within the District and levying of groundwater extraction charges within such zone(s). Public comment was also accepted.

The public hearing was transcribed by a certified court reporter and that transcript will be made part of the administrative record for the hearing,

President Mobley officially closed the Public Hearing portion of the meeting.

Resolution 2021-11

Making Findings and Determinations from the Evidence Submitted Concerning the Groundwater Conditions of United Water Conservation District.

Motion

Motion to adopt Resolution 2021-11 Making Findings and Determinations from the Evidence Submitted Concerning the Groundwater Conditions of United Water Conservation District, Director Naumann; Second, Director Hasan. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

Resolution 2021-12

Making Additional Findings and Determinations from the Evidence Submitted Concerning Groundwater Conditions of United Water Conservation District, Determining and Establishing Groundwater Extraction Charge Zones and Levying, Assessing and Fixing Groundwater Extraction Charges against All Persons Operating Groundwater Producing Facilities within Such Zones for the 2021-22 Water Year

Motion

Motion to adopt Resolution 2021-12 Making Additional Finding and Determinations from the Evidence Submitted Concerning Groundwater Conditions of United Water Conservation District, Determining and Establishing Groundwater Extraction Charge Zones and Levying, Assessing and Fixing Groundwater Extraction Charges against All Persons Operating Groundwater Producing Facilities within Such Zones for the 2021-22 Water Year, Director Maulhardt; Second, Director Dandy. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

Administration Services – Joseph Jereb and Josh Perez

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 for Fiscal Year 2020-21

Motion

President Mobley asked if there were any comments from the public. None were offered. He then asked if there were any questions or comments from the Board regarding Resolution 2021-13. None were offered.

Motion to adopt Resolution 2021-13, adopting the Revised 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 2021-22, Director Maulhardt; Second, Director Naumann. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

4.3 Resolution 2021-14 A Resolution of the Board of Directors of UWCD 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

Motion

President Mobley asked if there were any comments from the public. None were offered. He then asked if there were any questions or comments from the Board regarding Resolution 2021-14. None were offered.

Motion to adopt 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, Director Naumann; Second, Director McFadden. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

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

Motion

President Mobley asked if there were any comments from the public. None were offered. He then asked if there were any questions or comments from the Board regarding Resolution 2021-01. Director Berger said the Resolution was reviewed by the Finance Committee, and committee members agreed to recommend the adoption of the Resolution which includes a substantial grant award for the District's Iron and Manganese Treatment project.

Motion to adopt 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, Director Maulhardt; Second, Director Berger. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

Water Resources Department – Dr. Maryam Bral

4.5 Resolution 2021-05 Adopting the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan for the Oxnard Hueneme Pipeline

Motion

President Mobley reminded the Board that a Public Hearing regarding the proposed 2020 Urban Water Management Plan and the Water Shortage Contingency Plan for the Oxnard Hueneme (OH) Pipeline System was held during the May 12, 2021 UWCD Board of Directors meeting. Based on public comments received during the review period and Public Hearing, the Board is now considering approval of Resolution 2021-05, formally adopting the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan for the Oxnard Hueneme (OH) Pipeline system.

President Mobley asked if there were any public comments. None were offered. Then he asked if the Board had any questions or comments regarding Resolution 2021-05. None were offered

Motion to adopt Resolution 2021-05, adopting the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan for the Oxnard Hueneme Pipeline, Director Naumann; Second, Director Berger. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

Park and Recreation Department – Clayton Strahan

4.6 Resolution 2021-15 Authorizing Workers' Compensation Benefits for Volunteer Workers

Motion

Chief Ranger Clayton Strahan addressed the Board regarding its adoption of Resolution 2021-15, explaining that while it is not mandated, the District's insurance coverage provider and requested providing volunteer workers at the Lake Piru Recreation Area or to other volunteer workers for other departments within the District's service area with Workman's Compensation insurance coverage as it reduced the District's liability issues.

Director Maulhardt stated that the Resolution was considered by the Finance Committee and the committee members agreed to recommend the Board adopt the Resolution. President Mobley asked if there were any other comments or if the Board had any questions or comments. None were offered.

Motion to adopt 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, Director Maulhardt; Second, Director McFadden. Roll call vote: seven ayes (Berger, Dandy, Hasan, Maulhardt, McFadden, Naumann, Mobley); none opposed. Motion carries unanimously 7/0.

5. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)

Operations and Maintenance Department – Brian Collins

5.1 Monthly Operation and Maintenance Department Report

Information Item

Brian Collins made a presentation to the Board regarding the monthly operations and maintenance of District facilities (see attached slides).

Park and Recreation Department – Clayton Strahan

5.2 Monthly Park and Recreation Department Report

Information Item

Chief Ranger Strahan made a presentation to the Board regarding updates relative to the Lake Piru Recreation Area (see attached slides). Director Maulhardt asked if the District were tracking the number of hits on the new website and/or bookings. Chief Strahan said that the reservation system tracks all bookings and that the District is working with CV Strategies regarding tracking website data and other social media platforms and will have those numbers for the Board the next time Park and Recreation reports out to the Board. He also reported on the most current revenue totals for visitations, camping, and ancillary revenue from WiFi, the sale of firewood, ice and vending machines, et cetera.

Chief Ranger Strahan also reported that he had participated in a pod cast for Mobile/RV enthusiast with a reach of some 100,000 listeners, which went very

well. He also thanked the O&M team for their support in clearing the overflow area for additional parking and camping, brush clearance and for helping to spread the sand, creating a nice beach along the water's edge.

Water Resources Department – Dr. Maryam Bral

5.3 Monthly Water Resources Department Report

Information Item

The Water Resources team made a multi-part presentation to the Board (see attached slides) addressing modeling projects to help the Oxnard and PV basins move toward sustainability (Dr. Bram Sercu); then an update on groundwater modeling demonstrating the various impacts on seawater intrusion (John Lindquist), followed by an update on the new model being used for the District's Coastal Brackish Groundwater Extraction project with the U.S. Navy (Dr. Jason Sun). Then an overview of the monthly Water Resources Department activities (Dan Detmer) was presented.

5.4 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)

Information Item

Mr. Detmer provided a verbal update on the monthly activities of the three local Groundwater Sustainability Agencies (Mound Basin GSA, Fillmore and Piru Basins GSA, and the Fox Canyon Groundwater Management Agency), for which the District serves as a member director, and Santa Paula basin (adjudicated) Technical Advisory Committee (including formation of groundwater sustainability agencies in the District's basins, stakeholder and basin user groups, joint powers or governance agreements, development of water markets, and potential basin boundary changes).

Administrative Services Department – Joseph Jereb and Josh Perez

5.5 Monthly Administrative Services Department Report – Anthony Emmert

Information Item

Summary report on Administration Department activities was received by the Board. President Mobley asked if there were any questions or comments. None were offered.

Engineering Department – Dr. Maryam Bral

5.6 Monthly Engineering Department Report

Information Item

Summary report on various activities of the Engineering Department were received by the Board. President Mobley asked if there were any questions or comments. None were offered.

Environmental Planning and Conservation Department – Linda Purpus

5.7 Monthly Environmental Planning and Conservation Department Report

Information Item

Summary report on environmental and regulatory issues of note to the District was received by the Board. President Mobley asked if there were any questions or comments. None were offered.

6. BOARD OF DIRECTORS READING FILE

7. FUTURE AGENDA ITEMS

President Mobley asked if any of the Board members had any future agenda items they would like considered. None were offered.

8. ADJOURNMENT 3:53p.m.

President Mobley adjourned the meeting at 3:53p.m. to the **Regular Board Meeting scheduled for Wednesday, July 14, 2021**, or call of the President.

I certify that the above is a true and correct copy of the minutes of the UWCD Board of Directors meeting of June 9, 2021.

ATTEST: _____
Sheldon G. Berger, Secretary/Treasurer

ATTEST: _____
Kris Sofley, Clerk of the Board

June 9, 2021

VIA E-MAIL AND U.S. MAIL

United Water Conservation District
Attention: Joseph Jereb, Chief Financial Officer
1701 N. Lombard Street
Oxnard, CA 93030

Re: **Opposition to Proposed Zone A and Zone B Groundwater Extraction Charges on the City of San Buenaventura for Fiscal Year 2021–2022**

Dear Mr. Jereb:

On behalf of the City of San Buenaventura (City) and the 113,500 people and 32,000 water customers it serves, I write to oppose the United Water Conservation District's proposed groundwater extraction charges for fiscal year 2021–2022. The City opposes the proposed charges in Zones A and B.

This letter constitutes an objection to the proposed charges in Zones A and B for the wells which the City operates, shown below:

	<u>Well Name</u>	<u>Well No.</u>	<u>Zone(s)</u>
1.	Victoria Well #2	02N22W08F01S	A
2.	Mound Well #1	02N22W08G01S	A
3.	Saticoy #2	02N22W02K09S	A
4.	Saticoy #3	02N22W02H02S	A
5.	Saticoy CC #1	02N21W08L01S	A & B
6.	Saticoy CC #2	02N21W08L02S	A & B
7.	Saticoy CC #3	02N21W08L03S	A & B
8.	Olivas Park	02N23W24G01S	A
9.	Golf Course #6	02N22W20K01S	A & B
10.	Golf Course #3	02N22W20L02S	A & B
11.	Golf Course #5	02N22W20L03S	A & B
12.	Golf Course #2	02N22W20Q01S	A & B
13.	Golf Course #7	02N22W20J02S	A & B

501 Poli Street • P.O. Box 99 • Ventura, California 93002-0099 • 805.667.6500

The rates are not meaningfully different from those for fiscal years 2011–2012 and 2012–2013, which Judge Anderle found violated Proposition 218. Thereafter, the California Supreme Court determined that Proposition 218 does not apply to the charges at issue, but that Proposition 26 does. The California Supreme Court then remanded the case back to the Court of Appeal to consider whether the charges violate the requirement

Joseph Jereb, Chief Financial Officer
United Water Conservation District
June 9, 2021
Page 2

that “the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” (Cal. Const., art. XIII C, § 1, subd. (e).) The City maintains that the rates violate Proposition 26.

The rates are also not meaningfully different from those for fiscal year 2019-2020, which Judge Anderle found violated Proposition 26 in his ruling on December 15, 2020 in Case No. 19CV06168, which UWCD has a copy of.

As in past years, the City objects to UWCD’s proposed FY 2021–2022 charges because UWCD requires M&I groundwater users to pay three times what agricultural groundwater users pay in violation of the requirements of Proposition 26. In addition, the City does not benefit from UWCD’s programs to the same extent as other groundwater users, who are charged less than the City. Finally, UWCD misallocates its costs in its General/Water Conservation Fund and other funds. These reasons were outlined in the City’s opposition letters from last year’s rate hearing dated June 8, 2020, which are attached for reference. The City further outlined the reasons for its opposition to the FY 2021–2022 charges in the City’s opposition letters of the prior ten years. (Exhs. U158 [FY 2011-2012, see Exh. E], U165 [FY 2012-2013], U236 [FY 2013-2014], U350 [FY 2014-2015], U446 [FY 2015-2016], U492 [FY 2016-2017], U541 & U542 [FY 2017-2018], U577 [FY 2018-2019], & U619 [FY 2019-2020] from May 13, 2020 Groundwater Hearing, & U___ [FY 2020-2021] City’s opposition letters from the June 2020 Groundwater Hearing.) Since UWCD’s expert materials were not provided with the agenda packet for today’s Board Meeting, and it appears UWCD’s experts are presenting at the Board Meeting, the City reserves the right to respond to those expert materials later this month, if warranted.

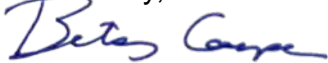
The City respectfully requests the District not impose the proposed rates and instead impose rates without respect to the invalid 3:1 ratio and only with regard to the proportional cost of serving the City and other groundwater users. As the City has suggested in prior years, UWCD should address the issues the City has outlined in earlier objection letters and continues to outline here, and direct its staff to prepare a rate study that provides the basis for revised groundwater extraction charges that comply with Proposition 26.

As always, the City remains committed to cooperative management of Ventura County’s surface and groundwater resources and we value the District’s efforts to do so. However, the City owes a fiduciary duty to its water customers to ensure that the District’s groundwater charges are both lawful and commensurate with the costs and benefits properly attributable to the City. We look forward to further discussions so that the City may help the District achieve its mission while complying with the law and treating the City and its customers fairly.

Joseph Jereb, Chief Financial Officer
United Water Conservation District
June 9, 2021
Page 3

I appreciate your consideration of this letter. If we can provide any additional information to assist your review of this request, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Susan Rungren".

FOR Susan Rungren
General Manager
Ventura Water

cc: Mauricio E. Guardado, UWCD General Manager
David Boyer, UWCD General Counsel
Alex D. McIntyre, City Manager
Gregory G. Diaz, City Attorney
Miles P. Hogan, Assistant City Attorney II – Water

Attachment: City's Opposition Letters to FY 2020-21 Rates dated June 8, 2020

Trusted life source for generations



June 8, 2020

VIA E-MAIL AND U.S. MAIL

United Water Conservation District
Attention: Joseph Jereb, Chief Financial Officer
1701 N. Lombard Street
Oxnard, CA 93030

**Re: Opposition to Proposed Zone A and Zone B Groundwater Extraction
Charges on the City of San Buenaventura for Fiscal Year 2020–2021**

Dear Mr. Jereb:

On behalf of the City of San Buenaventura (City) and the 113,500 people and 32,000 water customers it serves, I write to oppose the United Water Conservation District's proposed groundwater extraction charges for fiscal year 2020–2021. The City opposes the proposed charges in Zones A and B.

This letter constitutes an objection to and protest of the proposed charges in Zones A and B for the wells which the City operates, shown below with their associated assessor's parcel numbers, if any:

	<u>Well Name</u>	<u>Well No.</u>	<u>APN</u>	<u>Zone(s)</u>
1.	Victoria Well #2	02N22W08F01S	Not assigned	A
2.	Mound Well #1	02N22W08G01S	Not assigned	A
3.	Saticoy #2	02N22W02K09S	089-033-050	A
4.	Saticoy #3	02N22W02H02S	090-090-050	A
5.	Saticoy CC #1	02N21W08L01S	109-311-080	A & B
6.	Saticoy CC #2	02N21W08L02S	109-020-290	A & B
7.	Saticoy CC #3	02N21W08L03S	109-020-290	A & B
8.	Olivas Park	02N23W24G01S	138-060-010	A
9.	Golf Course #6	02N22W20K01S	138-212-105	A & B
10.	Golf Course #3	02N22W20L02S	138-212-105	A & B
11.	Golf Course #5	02N22W20L03S	138-212-105	A & B
12.	Golf Course #2	02N22W20Q01S	138-212-105	A & B
13.	Golf Course #7	02N22W20J02S	138-212-105	A & B

The rates are not meaningfully different from those for fiscal years 2011–2012 and 2012–2013, which Judge Anderle found violated Proposition 218. Thereafter, the

California Supreme Court determined that Proposition 218 does not apply to the charges at issue, but that Proposition 26 does. The California Supreme Court then remanded the case back to the Court of Appeal to consider whether the charges violate the requirement that “the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” (Cal. Const., art. XIII C, § 1, subd. (e).) The City maintains that the rates violate Proposition 26.

The District’s continued subsidy of its agricultural customers at the expense of the City and other M&I users and their customers and voters, is contrary to UWCD’s eighth guiding principle:

Most importantly, per UWCD’s statutory responsibility and authority, protect and augment groundwater supplies necessary for the public health, welfare and safety of the people of the State of California.

As in past years, the City protests UWCD’s proposed FY 2020–2021 charges because UWCD requires M&I groundwater users to pay three times what agricultural groundwater users pay in violation of the requirements of Proposition 26. In addition, the City does not benefit from UWCD’s programs to the same extent as other groundwater users, who are charged less than the City. Finally, UWCD misallocates its costs in its General/Water Conservation Fund and other funds. These reasons are detailed in the attached letter reports from Hopkins Groundwater Consultants, Inc. and Raftelis Financial Services, Inc., as well as the accompanying letter from the City Attorney, Gregory G. Diaz, and Assistant City Attorney II – Water, Miles P. Hogan. The City further outlined the reasons for its protest of the FY 2020–2021 charges in the City’s protest letters of the prior nine years. (Exhs. U158 [FY 2011-2012, see Exh. E], U165 [FY 2012-2013], U236 [FY 2013-2014], U350 [FY 2014-2015], U446 [FY 2015-2016], U492 [FY 2016-2017], U541 & U542 [FY 2017-2018], U577 [FY 2018-2019], & U619 [FY 2019-2020] from May 13, 2020 Groundwater Hearing.)

The City respectfully requests the District not impose the proposed rates and instead impose rates without respect to the invalid 3:1 ratio and only with regard to the proportional cost of serving the City and other groundwater users. As the City has suggested in prior years, UWCD should address the issues the City has outlined in earlier protest letters and continues to outline here, and direct its staff to prepare a rate study that provides the basis for revised groundwater extraction charges that comply with Proposition 26.

As always, the City remains committed to cooperative management of Ventura County’s surface and groundwater resources and we value the District’s efforts to do so. However, the City owes a fiduciary duty to its water customers to ensure that the District’s groundwater charges are both lawful and commensurate with the costs and benefits properly attributable to the City. We look forward to further discussions so that the City may help the District achieve its mission while complying with the law and treating the City and its customers fairly.

Opposition to Proposed Zone A and Zone B Groundwater Extraction Charges on the City of San
Buenaventura for Fiscal Year 2020–2021

June 8, 2020

Page 3 of 3

I appreciate your consideration of this letter. If we can provide any additional information to assist your review of this request, please contact me.

Sincerely,



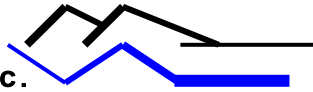
Susan Rungren
General Manager
Ventura Water

cc: Mauricio E. Guardado, UWCD General Manager
David Boyer, UWCD General Counsel
Alex D. McIntyre, City Manager
Gregory G. Diaz, City Attorney
Miles P. Hogan, Assistant City Attorney II – Water

Attachments: A – June 8, 2020 letter from Curtis J. Hopkins, Hopkins Groundwater Consultants, Inc., to Ms. Rungren, re: United Water Conservation District, Proposed Budget Plan, Fiscal Year 2020-21, Dated May 1, 2020, HF&H Consultants, LLC, FY 2020-21 Cost-of-Service Analysis Final Report Dated May 26, 2020, and Stratecon Inc., Stratecon Analysis of the structure of United Water Conservation District's Water Conservation Extraction Charges for FY 2020-21 Letter Dated May 26, 2020
B – June 8, 2020 letter from Steve Gagnon, Raftelis Financial Consultants, Inc., to Ms. Rungren, re: Review of United Water Conservation District FY 2020-2021 Cost of Service Analyses

HOPKINS

**GROUNDWATER
CONSULTANTS, INC.
THE WATER RESOURCE SPECIALISTS**



June 8, 2020

Project No. 01-009-10D

City of San Buenaventura

Post Office Box 99

Ventura, California 93002-0099

Attention: Ms. Susan Rungren
General Manager, Ventura Water

Subject: United Water Conservation District, Proposed Budget, Fiscal Year 2020-21, Dated May 1, 2020, HF&H Consultants, LLC, FY 2020-21 Cost-of-Service Analysis Final Report Dated May 26, 2020, and Stratecon Inc., Stratecon Analysis of the structure of United Water Conservation District's Water Conservation Extraction Charges for FY 2020-21 Letter Dated May 26, 2020.

Dear Ms. Rungren:

As requested by the City of San Buenaventura (City), Hopkins Groundwater Consultants, Inc. (Hopkins) has reviewed the subject United Water Conservation District (UWCD) Proposed Budget (UWCD, 2020) dated May 1, 2020, the HF&H Consultants, LLC, FY 2020-21 Cost-of-Service Analysis Final Report dated May 26, 2020, and Stratecon Inc., Stratecon Analysis of the structure of United Water Conservation District's Water Conservation Extraction Charges for FY 2020-21 letter dated May 26, 2020, that were presented at the UWCD Board of Directors meeting on May 27, 2020.

To begin our discussion about the present rate making process, we are compelled to respond to previous comments contained in the HF&H board presentation on June 12, 2019 where it presents that 76% of the regulatory compliance cost is attributed to the M&I users for an arbitrary reason of exacerbating overdraft conditions. This claim is based on the unreasonable assertion that the engineers and accountants at HF&H can assign water rights in a manner that bias the cost of groundwater. This approach clearly discounts M&I rights to water that result from; a) historical use since the early 1900's, b) purchasing mutual water companies, c) conversion of agricultural land to residential or commercial uses, and d) the natural recharge and irrigation return flows that occur on M&I acreage. As a result, the method of financial analysis inappropriately assigns the safe yield portion of groundwater in the UWCD to agricultural pumpers and assigns the overdraft to the M&I pumpers. These upfront factual inaccuracies skew the entire analysis. Instead, we believe the cost to maintain the groundwater system in the UWCD should be proportional to the burden resulting from each class of groundwater pumper and based on the water balance calculated by UWCD. If all M&I demand were removed, the regulatory compliance costs would remain the same for normal operations of the Santa Felicia Dam and the Freeman Diversion facilities. Overdraft is not driving the cost of compliance with regulations. Typical operations in the

watershed to manage groundwater resources are subject to the regulations and the associated costs which should be shared by all pumpers in a manner that is equal to the amount of the groundwater resource they pump for beneficial uses.

We also note that in the Stratecon Inc. response letter dated June 12, 2019 it boldly states about the City's comments that "none of the comments contained therein are valid", not one. Its response to City comments includes a statement that the City "refuses to acknowledge how land use decisions impact the demand for United's replenishment activities and programs" which is a blatant misdirection away from the whole water balance equation. If a land use allows $\frac{1}{2}$ the amount of recharge but only uses $\frac{1}{2}$ the amount of groundwater the impact to the basin is the same as a land use that allows twice the amount of recharge but uses twice the amount of groundwater. Stratecon directs all the attention to the recharge component that is lower for M&I land uses and away from the groundwater extraction which is double for Agricultural uses as shown in the following discussion.

We again observe that the format and method of calculation of the benefits of the rate study analyses are the same as before, so we will not go through them in detail, but rather reference where these points are addressed in previous documents and provide only new illustrations to clarify our views of the rate analyses deficiencies. To direct the discussion about the cost of services, we will focus on the key factors that require the services of water conservation/water replenishment that are provided by the UWCD.

Hydrogeological Accounting of Replenishment Requirements

All overlying beneficial uses of groundwater were previously assessed by UWCD studies (UWCD, 2013f) and are still relied upon for the subject rate studies. While the means of assessing rates for the production of groundwater for each of the two classes of water users identified as agricultural (Ag) and municipal and industrial (M&I) may be unconventional for a rate study, we do not question the methodology or its accuracy in this review. ***For the purpose of our discussion, we will simply utilize the UWCD detailed water balance assessment for land uses (2010 to 2012) and its conclusions to illustrate our previous findings; that the amount of M&I demand on the groundwater system does not warrant a 3:1 cost burden.***

The assessment in this memorandum summarizes the water balance findings of the comprehensive and detailed UWCD studies (as presented in UWCD, 2013f) that should be considered by the UWCD's financial consultants in establishing its groundwater pumping rates. These data are listed in Table 1 – Water Budget Deficit 2009 to 2019 for ease of review. Using the water budget deficit, referred to by the UWCD as the adjusted consumptive use (or alternatively as the net extraction), we see that the 11-year average for agriculture is 65,797 acre-feet per year (AFY) and the 11-year average for municipal is 19,184 AFY. Within the UWCD agriculture land uses consume 3.4 times more water than M&I.

These net volumes of consumed groundwater require annual replenishment by the UWCD to maintain a water balance in the groundwater basins. Here we see that to achieve a

balance 77.4 percent of the amount of replenishment water is required to replace groundwater consumed by agriculture while only 22.6 percent is from M&I land uses. The total amount of groundwater consumed annually on average within the UWCD is 84,981 acre-feet.

Table 1 – Water Budget Deficit 2009 to 2019

GROUNDWATER USER CLASSIFICATION	AVERAGE ¹ GROUNDWATER PRODUCTION (ACRE-FEET)	ESTIMATED GROUNDWATER RECHARGE (ACRE-FEET)	ESTIMATED ADJUSTED CONSUMPTIVE USE (ACRE-FEET)	PERCENT OF TOTAL CONSUMPTIVE USE
AGRICULTURAL	148,168	82,371	65,797	77.4
MUNICIPAL	38,525	19,341	19,184	22.6
TOTAL	186,694	101,712	84,981	100

¹ – FROM FIGURE 7 (HF&H, 2020)

Figure 1 – Adjusted Consumptive Use of Groundwater 2009 to 2019 provides a graphical summary of these UWCD findings, which evaluated the groundwater replenishment requirements based on land use (groundwater consumption directly related to user class). Here we see the results of the comprehensive comparison of the average annual production to the average annual recharge accredited to each land use for the years 2009 to 2019 by all sources of recharge (rainfall and groundwater return flows) district wide (in both confined and unconfined groundwater basins). The resulting amount of groundwater required to recharge the basins district wide from each land use (contribution to the water budget deficit) is equal to the amount of consumptive use per acre-foot of groundwater pumped (see Figure 1 yellow highlighted amounts).

Table 2 – Consumptive Use Comparison 2009 to 2019 Average shows that the resulting agricultural ratio is 0.444 acre-foot of groundwater consumed per acre-foot produced and the municipal ratio is 0.498 acre-foot of groundwater consumed per acre-foot produced. These consumption values include both recharge from land uses (as emphasized by Stratecon) and groundwater production for the land uses. Dividing the M&I result by the agricultural result ($0.498 / 0.444 = 1.12$) yields a ratio of required replenishment of 1.12:1 (M&I to agricultural) which should be used as the cost burden ratio for pumping fees. *These data indicate that pumping rates for groundwater recharge district wide would be supported at a 1.12:1 cost ratio (without questioning or removing any bias in the UWCD 2013 study), not 3:1 or greater as presently claimed.*

Figure 1 – Adjusted Consumptive Use of Groundwater 2009 to 2019

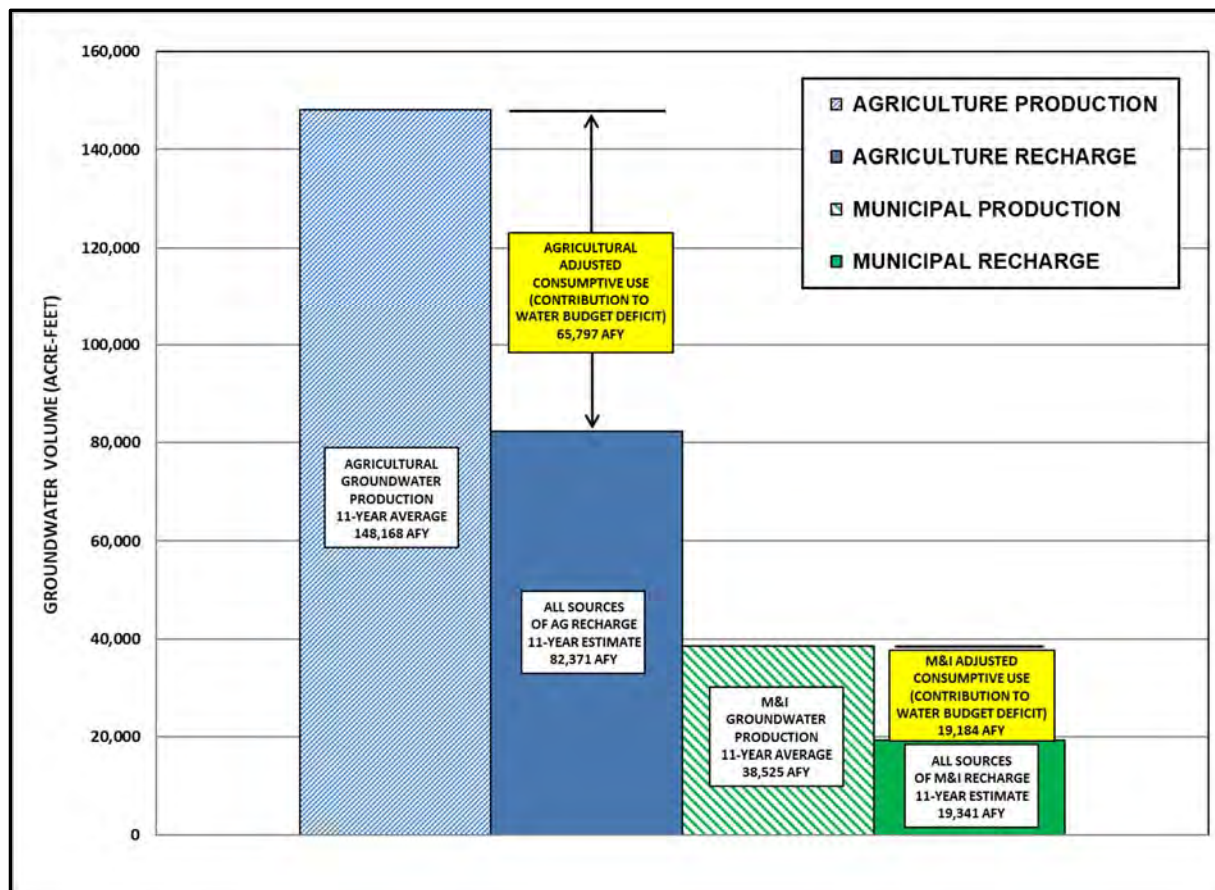


Table 2 – Consumptive Use Comparison 2009 to 2019 Average

GROUNDWATER USER CLASSIFICATION	AVERAGE CONSUMPTIVE USE TO GROUNDWATER PRODUCTION RATIO (ACRE-FOOT/ACRE-FOOT)	PERCENT CONSUMPTIVE USE OF GROUNDWATER PRODUCED BY LAND USE
AGRICULTURAL	$(65,797 / 148,168) = 0.444$	44.4 %
MUNICIPAL	$(19,184 / 38,525) = 0.498$	49.8 %

The direct use of the UWCD study estimates as applied to the 2009-2019 period for rate calculation provides a method of assigning the actual cost of overdraft mitigation that removes the discriminatory and unauthorized method of allocating groundwater safe yield priority to any single class of groundwater pumper. Correcting this single error in groundwater resource allocation will allow UWCD's financial consultants to better derive a cost of service that is proportional to the

benefits received by the groundwater produced by all pumpers that equally receive the UWCD's services.

Supply Reliability and Overdraft Mitigation

The UWCD has historically conducted numerous projects to replenish and improve groundwater conditions in its district boundaries that include: impoundment and release of surface water, diversion and spreading of surface water to recharge groundwater, purchase and importation of water, and construction of pumping and pipeline facilities to relocate, redistribute, and offset groundwater production. These efforts have incrementally contributed to the present state of the groundwater basins within the UWCD and ultimately proved inadequate for the groundwater replenishment required to mitigate overdraft.

Historical demands for agricultural and M&I uses have simultaneously grown through the years. Agricultural groundwater use increased as farming practices switched from dry crops (non-irrigated) to irrigated crops, from low water use crops to more water intensive crops, and in some locations from a rotation of 2 crops per year to 3 crops per year. All of these changes along with development of fallow hillsides and expansion of the acreage being farmed increased groundwater demand for agricultural uses. As the municipal areas within the UWCD expanded, a vast majority of the land developed displaced historical agricultural land uses. ***The groundwater demand to support the expansion of M&I land conversion from Ag uses increased over time, but because the per acre use was less than the agricultural demand that it replaced, the net groundwater consumption to support the overlying land use decreased.***

The UWCD 2020-21 rate study indicates that an average of 148,168 AFY of groundwater is produced for 80,078 acres (estimated in 2013) of agricultural uses, results in 1.85 acre-feet of water applied per one acre of land farmed. The average M&I usage is reportedly 38,525 AFY to serve 40,918 acres (estimated in 2013) and results in 0.94 acre-feet per acre. Unfortunately, the rate of reduced groundwater consumption per acre from M&I development has been less than the expansion of agricultural groundwater uses, and overdraft continued. These conditions have made groundwater less reliable for M&I pumpers.

Historical efforts have failed to satisfy the groundwater demand within the UWCD and overdraft documented by the UWCD has persisted since the district's inception. The municipal users have been forward-thinking and have diversified their water supply portfolios, while not getting credit for these efforts.

The effects of the chronic overdraft condition within the UWCD contributed to the formation of the Fox Canyon Groundwater Management Agency (FCGMA) in the early 1980's, which was empowered to restrict groundwater production in a large portion of the UWCD and other groundwater basins that bound the UWCD. The insufficient replenishment activities upstream of the FCGMA boundary within the Santa Clara River valley perpetuated overdraft conditions and led to the UWCD filing a legal suit to adjudicate the Santa Paula Groundwater

Basin and the 1996 stipulated judgment limits groundwater production for all pumpers in that basin.

The result of FCGMA regulatory actions has decreased the availability and reliability of groundwater supplies for M&I pumpers in the coastal areas of the UWCD within the Oxnard Plain, Oxnard Forebay, Pleasant Valley and West Las Posas Basins. The FCGMA initially established a base period (1985 to 1989) and recorded historical production over the 5-year period. The 5-year-production annual average was established as the historical allocation for each well facility in the agency boundary. Subsequently, the historical allocation was reduced by 25 percent to achieve the estimated safe yield of the groundwater basins in the FCGMA. This effectively reduced the availability of groundwater to all pumpers who were restricted to operating under a historical allocation reporting system.

Because a large portion of the agricultural water demands could not be satisfied with the reduced historical allocation, the agency established an irrigation efficiency allocation that would allow an increase in groundwater production for agricultural pumpers as long as the use was efficient for the crop being raised. Effectively, this allocation scheme provided agricultural pumpers with a reliable supply for their land use, while firmly reducing the groundwater availability to M&I land uses. ***The increased pumping that was allowed for agricultural uses within this portion of the UWCD made the supply less reliable for M&I uses and overdraft has continued.***

In 2014, the FCGMA enacted Emergency Ordinance E. The multi-year dry weather cycle produced groundwater conditions along the coast that were similar or worse than those observed during the FCGMA base period which occurred during the late 1980's drought. These conditions developed over an average to wet climatic period while most major M&I pumpers reduced their groundwater production below their allocation and were conserving water and accumulating conservation credits for use during an extreme dry-year or a prolonged drought when surface water supplies are reduced or unavailable. Ordinance E effectively established a new base period (2003 to 2012) and a new annual average groundwater production over the 10-year-period that was designated as the Temporary Extraction Allocation (TEA). The M&I users that were confined to this reporting system had their TEA reduced by 20 percent. The result was a loss in available groundwater allocation for M&I uses. In addition, the conservation credits that were accrued by pumpers during the wetter years were frozen and made unavailable for use under Emergency Ordinance E (since 2014). The groundwater supply for M&I has been reduced and the groundwater that was banked for a drought was no longer available and could not be relied upon for M&I use within the UWCD. Instead, the M&I portion of water remains unavailable (was interrupted) and is in the basin improving conditions while Ag uses are permitted to as much water as necessary for their lucrative crops.

After 30 years of basin management and groundwater replenishment operations provided by the UWCD, the M&I pumpers could not rely on the groundwater supply they had planned to use during surface water shortages. Existing conditions of a severely restricted supply and unavailable conserved groundwater do not support the analysis and conclusion of the rate study

that the average 38,525 AFY of groundwater for M&I use is reliable. *The M&I pumpers are not able to rely on what they have paid for and have received mandatory cutbacks, while there has been no interruption to agricultural pumpers as overdraft in the UWCD continues.*

The agricultural class of water user in the FCGMA portion of the UWCD was directed to use the irrigation allowance index system that is similar to the previous irrigation efficiency method of groundwater use accounting. Again, this method of management allowed use of groundwater for any crop as long as it was within the designated efficiency. *This management strategy clearly shows the agricultural class of groundwater user has historically had a reliable supply for its needs, one that it has not been proportionately paying for.* The direct result has been an increase in agricultural pumping since 2014 during the drought.

Adjudication of the Santa Paula Groundwater Basin resulted in phased reduction in groundwater pumping as required to achieve safe yield of the basin. If replenishment measures are insufficient to satisfy groundwater production in the basin, all users will be reduced, but the City of Ventura could potentially lose its entire 3,000 AFY of allocation. Here again is an unreliable City groundwater supply, for which it pays a premium pump tax. This amount is included in the annual average of 38,525 AFY for which the UWCD states is a reliable supply.

State Mandated Conservation

In 2015, during the extended drought period affecting the State of California, the Governor issued Executive Order B-29-15 and the State Water Resources Control Board adopted emergency regulation establishing that all M&I users were required to reduce water use by 25 percent. This affected all M&I users within the UWCD. This mandate did not apply to agriculture who could continue using water as necessary to support increased crop demands. Thus, since M&I uses in the UWCD were cut back by one restriction or the other, the M&I groundwater supply was effectively deemed unreliable even in the absence or reduction of surface water supplies, but not the agricultural groundwater supply.

Water Quality Impact Mitigation Costs

The burden of water quality impacts associated with agricultural return flows are borne by M&I users in the UWCD who must either treat or blend the groundwater to achieve drinking water standards. It has long been recognized that overwatering to leach minerals from the root zone of plants results in mineral buildup in the underlying aquifer system. The City of Oxnard and the City of Camarillo utilize imported State Project Water at a considerable cost to blend with produced groundwater and make the supply potable. The City of Oxnard also operates a brackish groundwater desalter to produce a high-quality water supply for blending. The desalter produces groundwater from the poorest quality aquifer zone in the Oxnard Plain and at a considerable cost removes salts from the basin. Similarly, the Oxnard Hueneme Pipeline wellfield is often impacted by high nitrate concentrations from surrounding agricultural land uses. *When the UWCD elects*

to import its allocation of State Project Water to be used for spreading to dilute the groundwater and mitigate the impact of elevated nitrate, the cost is attributed to benefitting M&I users. Actually, the cost is required for mitigation to reduce the impact of agricultural return flows that are high in nitrate from fertilizer. These types of water quality mitigation costs should be accounted for by the UWCD and attributed to agricultural pumping.

We trust the analyses of this letter-report provide a sufficient and concise explanation to further clarify the water balance issues that should be used as the basis for the UWCD's financial consultants to appropriately justify the UWCD's cost ratio between M&I and agricultural rates for groundwater extraction fees.

If you have questions or need additional information, please give us a call.

Sincerely,

HOPKINS GROUNDWATER CONSULTANTS, INC.



Curtis J. Hopkins
Principal Hydrogeologist
Registered Geologist RG 5695
Certified Engineering Geologist CEG 1800
Certified Hydrogeologist CHG 114

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June 8, 2020

Ms. Susan Rungren
Ventura Water General Manager
City of Ventura
336 Sanjon Road
Ventura, California 93001

Subject: Review of United Water Conservation District FY 2020-2021 Cost of Service Analyses

Dear Ms. Rungren:

The City of San Buenaventura (City) engaged Raftelis Financial Consultants, Inc. (Raftelis) to review HF&H and Stratecon Inc. reports regarding United Water Conservation District's (UWCD) justification of the 3:1 ratio between municipal and industrial (M&I) and agricultural (AG) water rates for fiscal year (FY) FY 2020-2021. Raftelis reviewed the reports prepared by HF&H and Stratecon Inc. dated May 27, 2020 and May 26, 2020. The reports follow the basic premises that HF&H and Stratecon used to justify the 3:1 ratio in reports dated May 2018, May 2017, May 2016, May 2015, May 2014, June 2013, and October 2013 on which we commented in previous years.

Comments on Both HF&H and Stratecon Reports

1. UWCD has rates by Zone – Zone A and Zone B. If UWCD groups customers by Zone, then a proper Cost of Service (COS) analysis would assess the costs to serve water in each of those zones as the costs may be different. The two reports mentioned herein combine Zones A and B to calculate one ratio - which does not follow COS principles.

Comments on HF&H FY 2020-2021 Cost of Service Analysis Report (referred to as “the report”)

Comments Regarding the Underlying Methodology

2. Proposition 218 does not apply to UWCD's rates; however, Proposition 26 does. The District's founding act favors agricultural water use (AG) in that it requires municipal and industrial (M&I) pumpers to be charged at least 3 times to no more than 5 times the rate for AG. These ratios, given that they are round numbers established by statute in 1966, do not have a cost basis, and contradict Proposition 26, which states:

“The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity,

and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.”

3. Rate setting uses the concept of cost components (cost centers). In this report, the cost components are **Replenishment, Reliability and Regulatory Compliance**. In a rate study, the analyst then seeks to allocate those cost components to each customer class based on how a class causes the costs for each cost component.
4. **Replenishment costs** – the pertinent question is how does each class (AG and M&I) cause UWCD to incur Replenishment costs? It is reasonable to assume costs are generated in proportion to consumptive use – AG uses far more groundwater than M&I. Though Raftelis has questions about the consumptive calculations in Figure 7 of the report, in general, we agree that distributing costs to each class in proportion to use is consistent with ratemaking practice.
5. **Reliability costs** – again the pertinent question is how does each class cause UWCD to incur Reliability costs? The report assumes Reliability costs are caused in proportion to each classes’ take of the groundwater safe yield (Figure 9 and 10 of the HF&H Report). California Water Code Section 106 states “the use of water for domestic purposes is the highest use of water and that the next highest use is for irrigation.” The report acknowledges this on page 12 (Section IIIB). It then uses this premise to distribute Reliability costs, stating that “Because of M&I’s higher beneficial use, **M&I pumpage is given first priority to the basin safe yield.**”
6. **Regulatory Compliance costs** – Our comments are: 1) overdraft is not linked or proportional to regulatory compliance costs, 2) how can M&I have first priority to groundwater for Reliability costs but not for Regulatory Compliance – in which Ag gets first priority to safe yield?

The Replenishment function replenishes groundwater – thus there is a link/nexus between replenishment and each classes’ consumptive use of groundwater. The Regulatory Compliance function, according to the report, is related to the Endangered Species Act and Dam Safety Regulations. **The regulatory compliance function does not seek to mitigate overdraft but rather to meet regulatory compliance related to the facilities. Therefore, we see no link/nexus between overdraft and regulatory compliance costs.** The report, however, assumes that overdraft causes or is proportional to UWCD’s Regulatory Compliance costs, meaning that whichever class contributes more to overdraft has more responsibility for Regulatory Compliance costs. However, in this instance, the report does not assign M&I first priority to safe yield as it did for the Reliability costs.

The FY 2020-2021 Cost of Service Analysis report, Section IIIC, has been reworded substantially from prior versions and the crux of the argument seems to be stated in the last paragraph before Figure 11. “At the time the District was formed, Ag was the predominant pumper.... Ag is therefore given preference to pumping the safe yield.” We are uncertain how the same report can in one section (Section IIIB, pg. 12) claim that “Because of M&I’s higher beneficial use, M&I pumpage is given first priority to basin safe yield” and in a following section (Section IIIC) claim

that Ag has priority to the safe yield. The selection of who has priority to safe yield seems to be contrived to yield the desired 3:1 cost ratio of M&I to Ag.

Assuming AG has priority to groundwater (safe yield) contradicts Water Code Section 106. Since it is assumed that AG has first right to the safe yield, AG's share of overdraft is much less than M&I. Therefore, in the report, Regulatory Compliance costs are distributed mostly (83%) to M&I and as such helps achieve the 3 to 1 ratio. Additionally, UWCD has no power to alter AG or M&I water use so as to give one more reliability than the other.

The link or nexus between overdraft and Regulatory Compliance is weak and likely conjured to back-calculate a cost ratio (of at least 3 to 1) to meet the District statute's pre-Proposition 26 requirements.

The middle paragraph of page 14 states "Because M&I's growth beyond the safe yield is at greater risk than Ag's growth, M&I is allocated the cost needed to protect its reliance." This statement infers that the cost needed to protect M&I's reliance are Regulatory Compliance costs. **If Regulatory Compliance costs make the water *reliable*, then Regulatory Compliance costs should be allocated in the same manner as *Reliability* costs.** If they were and we accept all the report's other assumptions simply to make the following point, it would change the ratio of M&I to AG rates to **1.21 to 1** as shown in **Table 1**.

The top of page 14 states "Regulatory Compliance costs in effect represent additional costs of ***reliability*** for which there is no corresponding improvement in basin safe yield." If Regulatory Compliance costs are reliability costs, they should be allocated in the same manner as ***Reliability*** costs.

Table 1: M&I Ratio Assuming Regulatory Compliance Costs are Distributed in Proportion to Safe Yield

		AG	M&I
Replenishment Unit Cost			
Replenishment Cost	\$ 5,964,809		
Consumptive Use	84,981	65,797	19,184
Unit Cost of Service	\$70.19		
Cost of Service Distribution		\$4,618,286	\$1,346,523
Reliability Unit Cost			
Reliability Cost	\$ 5,929,429		
Basin Safe Yield	140,000	101,475	38,525
Unit Cost of Service	\$42.35		
Cost of Service Distribution		\$4,297,777	\$1,631,652
Regulatory Compliance Unit Cost			
Regulatory Compliance Costs	\$ 8,221,852		
Basin Safe Yield	140,000	101,475	38,525
Unit Cost of Service	\$58.73		
Cost of Service Distribution		\$5,959,375	\$2,262,477
Total Cost of Service	\$20,116,090	\$14,875,437	\$5,240,653
Total Water Use		149,448	43,364
Unit Rate		\$99.54	\$120.85
Ratio		1.00	1.21

If overdraft ceased immediately, regulatory costs would not cease because, according to page 14, they are due to the Endangered Species Act and Dam Safety requirements. Therefore, overdraft is not a reasonable way of allocating regulatory compliance costs. How would regulatory costs be allocated if there was no overdraft? Page 14 of the report projects increases in these costs, though the District is presumably aiming to decrease overdraft. Regulatory costs would not exist if it weren't for the dams, which were constructed to improve reliability.

7. **Raftelis concludes there is no nexus between overdraft and the Regulatory Compliance function.** However, even if we hypothesize such a nexus, the premise that AG receives first priority to the safe yield because "At the time the District was formed, Ag was the predominant pumper" is counter to Water Code Section 106.
8. HF&H claims on the bottom of page 12 – "The Ag interruption amounts to 46,694 AF." There is no support in the record demonstrating actual interruption of AG use. If we normalized the quantity of water used per acre between AG and M&I, as shown in **Table 2**, Line 15, **AG uses significantly more water per acre than M&I does.** Thus, if urbanization had not occurred and all lands were still used by AG, the basins would be in worse condition. Water use per acre falls when agricultural land is developed for urban uses.

Table 2: Total Pumping by Class (Data from HF&H Report)

Line No.	Fiscal Year	M&I Use (Acre Feet)	Ag Use (Acre Feet)	% Change M&I	% Change Ag
1	2009	44,642	160,670	-8.2%	-1.3%
2	2010	43,220	149,788	-3.2%	-6.8%
3	2011	39,966	139,022	-7.5%	-7.2%
4	2012	38,011	147,574	-4.9%	6.2%
5	2013	40,108	158,386	5.5%	7.3%
6	2014	41,416	169,251	3.3%	6.9%
7	2015	36,749	145,485	-11.3%	-14.0%
8	2016	34,152	154,743	-7.1%	6.4%
9	2017	34,438	135,078	0.8%	-12.7%
10	2018	35,120	153,562	2.0%	13.7%
11	2019	35,956	116,291	2.4%	-24.3%
12	Average	38,525	148,168		
13	Standard Deviation			5.6%	11.6%
14	Acres	40,918	80,078		
15	Average Use per Acre (line 12 / 15)	0.94	1.85		

9. Raftelis proposes a cost of service-based method to determine the relative groundwater extraction charges between M&I and AG users that is straightforward and reflects the services UWCD provides. UWCD was formed under the State Water Conservation Act of 1931 and

“is provided statutory responsibility to protect and augment groundwater supplies necessary for the public health, welfare and safety of the people of the State of California. UWCD’s mission therefore is to manage, protect, conserve, and enhance water resources on the Santa Clara River, its tributaries, and associated aquifers. The District administers a “basin management” program ... and other activities for replenishment of groundwater... In performing its District-wide Water Conservation efforts, United not only directly recharges the groundwater aquifers but also indirectly, via three delivery systems (pipelines, two agricultural and one M&I), to minimize groundwater extractions near the coastline to fight seawater intrusion into the aquifers.”

(UWCD Proposed Budget Plan FY 2019-20, page 1.) Based on its stated mission, UWCD’s role is to replenish or recharge the basins. Groundwater users should pay costs incurred by UWCD to maintain the basins via groundwater extraction charges. However, costs should be distributed to user classes in proportion to how each class causes UWCD to incur replenishment costs (as opposed to Regulatory Compliance costs which are a function of replenishment facilities). Thus, Raftelis concludes that all UWCD costs must be considered replenishment costs, as all its activities serve to replenish the groundwater basins. **Table 3** shows a revised calculation we prepared based on the reuse percentages

and rainfall estimates HF&H used¹. Based on HF&H's figures, this revised calculation shows that the ratio of UWCD's cost of service between M&I to AG is only **1.18:1**, not 3:1.

Table 3: Proposed Groundwater Extraction Charges Based on Replenishment Costs

		FY 2019-2020		
Line No.		Total	AG	M&I
1	Pumpage (AF)	186,693	148,168	38,525
2	Consumptive Use Factor		74.4%	86.2%
3	Consumptive Use	143,446	110,237	33,209
4	Rainfall Contribution (AF)	60,352	46,712	13,639
5	Adjusted Consumptive Use (AF)	83,094	63,525	19,569
6	Share of Costs	100%	76%	24%
7	Total Cost	20,116,090	15,378,613	4,737,477
8	Pumpage (AF)	186,693	148,168	38,525
9	Unit Cost (\$ / AF) - line 7 / 8	\$107.75	\$103.79	\$122.97
10	Ratio of M&I to Ag (Ag = 1)		1	1.18

HF&H Assumptions Contradict UWCD's 2011 Rate Study

Raftelis noticed that the report's assumptions directly contradict UWCD's 2011 Rate Study, as discussed below.

10. The report on page 14 states "Overdraft represents the impact that development has on the basin." Figure 11 of the report states that overdraft is mostly due to M&I. This contradicts UWCD's 2011 Rate Study which, on page 34 of the Final Report, states **"the majority of the overdraft in the Oxnard Plain aquifers has been caused by agricultural pumping in the eastern southern part of the plain."**
11. The report on page 12 states "Any AG pumpage that exceeds the basin safe yield is considered interruptible...." And further down, "When Ag pumpage is reduced so that...." These statements imply that AG use is curtailed and interruptible. However, UWCD's 2011 Rate Study, on page 34 of the Final Report, states **"M&I pumpers within the Fox Canyon GMA are subject to more stringent pumping restrictions than AG, which can receive the water it needs through the efficiency provisions of GMA ordinances."**

Comments Regarding the Calculations

12. Regarding Figure 3, in Raftelis' comments on the **FY 2011-2012** report, we noted that the District did not provide the basis/logic to allocate costs to Replenishment, Reliability, and Regulatory Compliance (UWCD provided the allocation to HF&H). We noted that **73.5%** of UWCD's personnel and overhead costs are allocated to Regulatory Compliance. Capital was allocated 79.5% to Regulatory Compliance. Transfers were allocated 84% to Regulatory Compliance such

¹ Raftelis accepts the reuse and rainfall infiltration estimates in the HF&H report to make a point. We have not fully vetted their accuracy and defer to other professionals, such as hydrogeologists to confirm them.

that, **for the total allocation of costs, more than 50% of UWCD's costs were to meet regulatory requirements. This allocation has changed notably in the FY 2020-2021 report as shown in Table 4 below.** The total allocated to regulatory compliance is now 40%. Personnel is now allocated 35% to Regulatory compliance compared to 73.5%.

13. The logic used to allocate UCWD's budget to the cost components should be provided so the reader can trace the rate derivation starting from the revenue requirement – which is shown at the bottom of Figure 1 (\$20.116 M). Absent that information one does not know the allocation basis for UCWD's costs to the different cost components (Replenishment, Reliability, Regulatory Compliance). All assumptions and derivations are normally shown in industry standard rate study reports.

Table 4: UWCD's Budget Allocation to the Cost Components

FY 2020-2021	Total	Replenishment	Reliability	Regulatory Compliance
Personnel	\$4,961,348	\$2,039,974	\$1,175,321	\$1,746,053
Program Costs	\$7,525,222	\$2,188,221	\$731,231	\$4,605,770
Overhead	\$3,437,233	\$1,413,299	\$814,265	\$1,209,669
Capital	\$333,000	\$96,831	\$32,358	\$203,811
Debt Service	\$1,812,206	\$33,098	\$1,656,959	\$122,149
Transfer to Capital Reserves	\$2,047,081	\$193,386	\$1,519,296	\$334,399
Total	\$20,116,090	\$5,964,809	\$5,929,430	\$8,221,851
Total Allocation		29.7%	29.5%	40.9%
Personnel	100.0%	41.1%	23.7%	35.2%
Program Costs	100.0%	29.1%	9.7%	61.2%
Overhead	100.0%	41.1%	23.7%	35.2%
Capital	100.0%	29.1%	9.7%	61.2%
Debt Service	100.0%	1.8%	91.4%	6.7%
Transfer to Capital Reserves	100.0%	9.4%	74.2%	16.3%
Total		29.7%	29.5%	40.9%

Comments on Stratecon May 26, 2020 Report

14. Raftelis may not agree with all of HF&H's logic and conclusions, however, the HF&H report generally follows a sequential derivation of rates that the reader can follow (except for item 13 above – undisclosed basis of cost allocation). It is prepared in a traditional, cost of service, rate setting fashion by allocating UWCD's costs (revenue requirement). The same cannot be said for the Stratecon report. That report departs significantly from rate-setting approaches as set forth in the American Water Works Associations' M1 manual on rate setting as described below and, therefore, from industry standards.
15. Rate making is a cost allocation exercise in which the first step is to establish the revenue requirement derived from an **agency's yearly budgeted costs for operations and maintenance cost and capital costs**. The revenue requirement is then distributed to each customer class (e.g., AG and M&I). Rates are then calculated to collect the total revenue requirement for each class. The Stratecon report does not follow this approach. It allocates **potential future** project costs to AG and M&I without discussing current costs, such as those for operations and capital investment as further discussed in items a-c below.
 - a. The Stratecon report, on pages 5 through 9, discusses the replenishment cost for several **potential future** projects to establish the costs of replenishment. **There is no discussion of the District's actual costs.** These costs are not actually incurred costs and therefore are not recoverable at this time. Should any of these projects be deemed necessary, the District would start planning for

these projects and fund them through a combination of 1) rates, 2) debt/SRF loans, 3) grants and 4) impact fees and ease these costs into rates over time.

- b. The Stratecon report (page 9) sets replenishment costs at \$1,961/AF and **the rest of the report proceeds to calculate AG and M&I extraction rates that are much lower than the \$1,961/AF as shown in Table 3 on page 11.** If it truly costs UWCD \$1,961/AF for groundwater replenishment, then how can UWCD continue to operate if they are charging rates that are much lower? It could not continue operations if revenue did not cover costs. The \$1,961/AF cost for “replenishment activities and program” is the mid-range cost for *potential* future projects, not the District’s actual costs. Actual costs are needed when allocating costs, as Proposition 26 and industry-standard ratemaking practices require.
- c. The Stratecon calculation is circular – it first assumes a groundwater replenishment cost (of \$1,961/AF on page 9) and then distributes that cost to somehow yield a lower rate for each class.

16. Table 6 below shows the different revenue requirements between the HF&H report and the Stratecon report. **The revenue requirement is the total revenue rates are designed to collect. The Stratecon report would result in much lower revenue collection than the HF&H report. We are not sure how the revenue requirement can be different – it should be a known amount.**

Table 6: Revenue Requirement in the HF&H and Stratecon Reports

	FY 2020-2021
HF&F	\$20,116,090
Stratecon	\$14,569,974
Difference	38.1%

17. Error – Page 14 of the Stratecon report states that M&I acreage is 41,772 acres, when this number, according to Table 2 of the Staff Memorandum is the groundwater extraction in AF. The acreage from Table 2 is 40,918.
18. Error – Page 13 of the Stratecon reports states that the return flow from AG users is 25.8%. Table 2 from the Staff Memorandum shows 25.6%.
19. Attachment A, page 10, puts forth that 10% of UCWD’s costs are variable. How was this derived? The report should show a basis.
20. The Stratecon approach identifies 90% of costs as fixed and then allocates those costs to AG and M&I based on a consumptive use (use adjusted for the portion of applied water that returns to the basin). The second part of the calculation then calculates a credit by allocating the cost (established as \$1,961/ AF and described in item 15a above) to provide water to the acres in each class adjusted by the difference in rainfall infiltration for land in each class multiplied by the percent of rain that infiltrates the basin. Since it is assumed that the infiltration for M&I is

less than average infiltration (the “differential factor” is negative) the credit turns into a debit (subtracting a negative number is the same as adding a positive number) — increasing the cost for M&I. None of the calculations in the second part of the calculation are grounded in physical reality or cost of service principles.

Summary

If one accepts the cost components as put forth in the HF&H report, UCWD allocates more than 40% of its budget to the Regulatory Compliance component and disproportionally allocates those Regulatory Compliance costs to M&I customers. We conclude that industry standards require Regulatory Compliance costs to be distributed like Reliability costs since the dams and diversion facilities (which increase reliability) are purportedly the cause of the regulatory compliance costs. Doing so² leads to a rate ratio of AG to M&I of **1.18 to 1**.

The Stratecon report departs from industry-standard rate setting and cost of service principles in many ways. It relies on potential **future** costs for “replenishment activity” and uses that to distribute costs to customer classes — this simply does not follow industry standards for rate setting. In our opinion, the approach was selected to yield the desired ratio between M&I and AG.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Gagnon", with a long horizontal flourish extending to the right.

Steve Gagnon, PE (AZ)
Sr. Manager
Raftelis Financial Consultants

² This assumes we accept all other assumptions just to make this point. We are not recommend accepting all other assumptions.

CITY OF
VENTURA
CITY ATTORNEY

June 9, 2020

VIA E-MAIL AND U.S. MAIL

President Mobley and Members of the
Board of Directors
United Water Conservation District
1701 N. Lombard Street
Oxnard, CA 93030

**Re: Opposition to Proposed Groundwater Extraction Charges on the City
of San Buenaventura for Fiscal Year 2020 – 2021**

Gentlemen:

INTRODUCTION. We write on behalf of the City of San Buenaventura (“City”) and Ventura Water’s objection to and protest of the United Water Conservation District’s (“UWCD” or the “District”) proposed groundwater extraction charges for Zones A and B for fiscal year (FY) 2020–2021.

Since at least FY 2011–2012, the District has imposed charges that are not proportionate to the cost of serving the City. The charges for FY 2020–2021 are no exception. The District’s consistent failure to remedy the problems the City has identified in previous protest letters and those identified by the Santa Barbara Superior Court in *City of San Buenaventura v. United Water Conservation District et al.*, Case Nos. VENCI-00401714 and 1414739 ignore the demands of our Constitution, various statutes, and common law. The decision by the California Supreme Court finding that Proposition 218 does not, and Proposition 26 does apply to the charges at issue does not change the City’s position. (*City of San Buenaventura v. United Water Conservation District et al.* (2017) 3 Cal.5th 1191, as modified on denial of reh’g (Feb. 21, 2018).) The California Supreme Court remanded the case back to the Court of Appeal to consider whether the charges violate the requirement that “the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.” (*Id.* at 1198, citing Cal. Const., art. XIII C, § 1, subd. (e).)

This letter, the letter by Susan Rungren, General Manager for Ventura Water, and the letters submitted by the City for the previous nine rate cycles explain why the rates your staff proposes do not comply with law. The City also incorporates the briefing and arguments made before the California Supreme Court, the Court of Appeal, and the Superior Court.

SUMMARY OF CITY'S SUBSTANTIVE POSITION. As discussed below, and as the City has expressed in previous protest letters, the District's proposed charges:

- compel the City to pay for services from which it does not benefit and which are not directly related, or reasonably proportionate, to its benefits from, or the burden it imposes on, the District's groundwater management services;
- impose a 3:1 ratio of municipal and industrial ("M&I") to agricultural water rates based on erroneous calculations and implausible assumptions that simply do not reflect the facts;
- are misallocated such that the City subsidizes UWCD's costs to benefit other users; and
- are based on a budget and other record materials which are inadequate to bear the District's burden to justify its rates.

Accordingly, the proposed charges violate Proposition 26. They also violate Proposition 13, Government Code Section 54999.7, and the common law of rate-making for these same reasons. For the reasons detailed below, the City respectfully requests the District refrain from approving the proposed charges and impose on the City a rate proportionate to the cost of serving it without respect to the 3:1 ratio demanded by an unconstitutional provision of the District's principal act.

THE 3:1 RATIO EFFECTS AN ILLEGAL CROSS-SUBSIDY. The proposed charges continue to impose on the City a charge for groundwater extraction that is three times the charge to agricultural groundwater producers without substantial record evidence that the City is three times as costly to serve. The District continues to maintain its allegiance to a 50-year old statute that cannot contravene subsequent mandates of the California Constitution. (Compare Cal. Const., art. XIII C, § 1, subd. (e) with Wat. Code, § 75594.) The District continues to claim that despite the complex hydrology of the

District, the entire area operates as a “common pool.” (Prop. Budget Plan FY 2020-21, Exh. U626, p. 23)

The District knows this is not true. It has acknowledged that the most challenging area for UWCD to serve, and the area that commands a disproportionate share of UWCD’s attention, is the agricultural region in the southeastern Oxnard Plain Basin and in the Pleasant Valley Basin. (See Staff Report, Item 1.5 Update Memorandum to 2011 Water Rate Study (May 30, 2012), Exh. U54, p. 4.) Indeed, UWCD Resolution No. 2016-07 acknowledges “[t]he extent of [hydraulic] connection varies from basin to basin.” (Res. No. 2016-07, Exh. U488, ¶ 14.) The District’s subsidized groundwater charges, combined with the incentives created by the Fox Canyon Groundwater Management Agency’s (“FCGMA”) rules to switch to water-thirsty (and more profitable) crops, only serve to encourage agriculture’s use of groundwater in areas most affected by overdraft. (See FCGMA Ordinance Code, § 5.6; see also FCGMA Emergency Ord. – E, art. 2(D).) What is more, the FCGMA Emergency Ordinance forbids the City from relying on conservation credits set aside during wet years. (City of Ventura, Administrative Report re 2015 Comprehensive Water Resources Report and General Plan Status Report (May 11, 2015), Exh. U389, p. 4.) However, despite imposing strict limits on the City, FCGMA has allowed variances to the Emergency Ordinance – E so agricultural users can pump groundwater and drill new wells. (See Request for Reconsideration to FCGMA from Ventura Water (Apr. 21, 2015), pp. 4–5, attached hereto.)

Thus, while the FCGMA has mandated the City to reduce its groundwater use, it has allowed agricultural customers to drill new wells. This, combined with UWCD’s 3:1 ratio, requires the City to subsidize agriculture’s burden on the groundwater basins, which in turn requires more revenue from the City to mitigate the impacts of that water use. (See FCGMA Ordinance Code, §§ 5.4, 5.6.) Still further, the District’s analysis of groundwater recharge acknowledges that most (but not all) M&I land uses overlie “confined basins” which cannot be recharged by rainfall or District efforts. (Sept. 2013 Technical Memorandum, Exh. U255, pp. A5-A6.)

The District also acknowledges the City’s wells in the Mound and Santa Paula Basins do not benefit from the District’s recharge activities as do wells in other basins downstream of the spreading grounds. (See, e.g., Rate Study, Exh. U53, p. 24; Rate Study Update, Exh. U54, p. 2.) Thus, though the District spends more to serve agricultural groundwater pumpers in the District’s southeast, it imposes much of that

cost on the City, which pays three times what agriculture pays. The charges therefore violate the mandate that our Constitution imposes under Proposition 26. (Cal. Const., art. XIII C, § 1, subd. (e).)

THE RATES REFLECT FALSE ASSUMPTIONS. The District's proposed rates are based on reports of HF&H Consultants and Stratecon, Inc., who prepared updated reports, which is discussed in greater detail below. HF&H and Stratecon relied not only on their reports prepared for the prior seven years, but also the District's hydrological assessment in its 2013 Technical Memorandum. To the extent the City objected to these reports previously, we incorporate those comments and objections here.

HF&H Consultants' Report. HF&H Consultants provided a cost of service report, dated May 26, 2020. (HF&H FY 2020-21 Cost of Service Analysis, Exh. U634.) The cost of service report persists in the errors that the City identified in each of the last seven years by applying the wrong law and relying on erroneous and unsupported assumptions. The City therefore incorporates here the objections it detailed in previous years' letters. (See May 13, 2020 Groundwater Hearing Exhs. U240-U241, U277-U278, U283- U350-U351, U372, U375, U446-U447, U491-U492, U541-U542, U577, and U619.)

Like earlier analyses, HF&H's FY 2020-2021 Cost of Service Analysis applies the wrong legal standard. HF&H Consultants state the legal standard is whether rate-making is "arbitrary, capricious, or discriminatory." (Compare Exh. U310, p. 2, with Exh. U634, p. 2.) Under California's Constitution, however, UWCD bears the burden to demonstrate that its rates are reasonably proportionate to the cost to serve its customers. (Cal. Const., art. XIII C, § 1, subd. (e); *Sinclair Paint Co. v. State Board of Equalization* (1997) 15 Cal.4th 866.)

HF&H's Cost of Service Analysis contains a number of questionable assumptions. First, HF&H allocates a greater share of the reliability component to M&I based on an assumption that agricultural use is interruptible. (Exh. U634, pp. 5, 9, 12-13, 18.) This assumption, however, is unsupported by the empirical evidence from the last 14 years, during which agricultural pumping alone has exceeded the basins' safe yields. (See *id.* at Figures 9, 10, and 11 [showing total agricultural extraction of 148,168 acre-feet compared to basin safe yield of 140,000 acre-feet].) Agricultural users should not receive a lower cost allocation when, contrary to HF&H's assumption, agricultural users actually pump more water during drought. (See *id.*; HF&H FY 2015-2016 Cost of Service Analysis, Exh. U419, p. 6 ["In part because of the drought conditions, Ag's actual

pumpage has been greater than the District's projections."].) In addition, the association between safe yield and reliability is incorrect. (Exh. U634, p. 5 ["Reliability costs are the costs associated with the District's storage and diversion facilities.... These facilities were constructed following the formation of the District to improve the reliability of groundwater supply for anticipated growth."].) Safe yield is a characteristic of a basin, while reliability refers to efforts taken to secure additional supplies for use in times of scarcity. Put differently, if safe yield is assumed to be a stable number (though it may vary with hydrological conditions), and use is restricted to safe yields, no reliability services are needed.

Second, a primary assumption by HF&H is that these reliability costs should be attributed to M&I because agriculture is subject to interruptions in service. HF&H contends that, "Absent these facilities, M&I reliability would be subject to the same interruptions that agriculture is exposed to and which agriculture is in a far better position to tolerate through land fallowing." (Exh. U634, p. 5.) However, this ignores the facts of what has recently played out in times of drought and shortage. Both the FCGMA, through its Emergency Ordinance – E, and the State, through the State Water Resources Control Board's Emergency Drought Regulations, required M&I to cut back or face penalties. In contrast, neither FCGMA nor the State required reductions of agriculture. Therefore, the *facts* of recent years demonstrate that it is inappropriate to assign adjusted reliability costs to M&I. (Raftelis Review of UWCD FY 2020-2021 Cost of Service Analyses, pp. 2-5; cf., HF&H FY 2020-21 Cost of Service Analysis, Exh. U634, pp. 12-13.) This contradicts HF&H's standard of utilizing assumptions supported by the facts: "Capricious rates contain data and assumptions for which there is no factual basis." (HF&H FY 2020-21 Cost of Service Analysis, Exh. U634, p. 2.)

Third, HF&H persists in assigning all overdraft to M&I based on a false history, unsupported by record evidence, that agriculture always preceded M&I, which the City has rebutted in the past — indeed, M&I use decreases water use per acre of land used and not all agricultural use predated all M&I use. HF&H's bias in favor of agriculture here is plain: "At the time the District was formed, Ag was the predominant pumper. M&I pumpage was very slight but was expected to grow significantly. Ag is therefore given preference to pumping the safe yield." (Exh. U634, p. 14.) Based on total pumpage, however, M&I's allocation of overdraft mitigation costs would be much less. (Raftelis Review of UWCD FY 2020-2021 Cost of Service Analyses, p. 5, Tables 2 and 3.) HF&H's statement is particularly egregious given that it directly contradicts an earlier statement in the same analysis: "Because of M&I's higher beneficial use, M&I pumpage

is given first priority to the basin safe yield. Ag receives the remaining basin safe yield.” (Exh. U634, p. 12.) HF&H incredibly changes whether M&I or agriculture has priority to safe yield in different sections of *the same analysis*, illustrating the weaknesses and faulty assumptions of their cost allocation scheme.

Fourth, as Raftelis noted in previous letters, HF&H’s cost allocation percentages have also changed since 2014. Now, over half of UWCD’s costs are allocated to ensuring reliability, though there has been no meaningful change in the District’s services. This suggests an effort to favor agriculture and to justify the 3:1 ratio post-hoc, which is not appropriate when allocating costs to satisfy article XIII C of our Constitution. HF&H’s cost allocation also improperly allocates the cost of the Freeman Diversion to the unusually large reliability component, rather than the replenishment component, though the Freeman Diversion facility is primarily a vehicle for replenishing the agricultural regions in Zone B. HF&H treats the dams as though they generate equal recharge for all pumpers, though UWCD’s own records show differential recharge of the eight basins in the District, which benefit agricultural users and M&I users differently. Finally, the allocation inappropriately assigns the costs of mitigating the impact of quagga mussels to overdraft mitigation, when they should be assigned to recreation with Lake Piru, or a portion of the costs to replenishment.

More globally, HF&H’s Cost of Service Analysis improperly conflates the costs to serve Zones A and B, producing one cost of service analysis for two separate charges. It does not separately analyze Zone B costs, for which the District accounts in a separate enterprise fund, and the groundwater management costs associated with Zone A. As a result, costs that are born by only some rate-payers — including costs associated with the Freeman Diversion Dam — are analyzed along with all other costs. This failure to separate costs is inconsistent with industry standards and results in an unreasonable cost allocation. Even if HF&H’s Cost of Service Analysis is only intended to justify the legislatively-mandated differential between M&I and agriculture, such a justification must still account for different services and costs being born by different rate-payers. Because it does not, the Cost of Service Analysis cannot justify the District’s proposed charges.

Finally, HF&H Consultants do not explain how they calculated the costs of serving Zone A and Zone B reported in Figure 3. (See Exh. U634, p. 7.) This problem affected HF&H Consultants’ FY 2013–2014, FY 2014–2015, FY 2015–2016, FY 2016–2017, FY 2017–2018, FY 2018–2019, and FY 2019–2020 cost of service analyses as well.

(Compare Exhs. U213, U310, U419, U470, U517, U564, and U600.) This problem appears in part to result from the lack of clarity in United's budget. As in years past, the FY 2020-2021 Budget does not explain whether certain sub-fund deficits are made up from transfers from Zone A or Zone B charges, which would mean the District is improperly using restricted revenue to fund costs unrelated to the services for which the fees are imposed.

Stratecon Report. Stratecon's May 26, 2020 analysis of the structure of the District's extraction charges for FY 2020–2021 also persists in errors the City identified in the last seven years by applying the wrong law and relying on erroneous and unsupported assumptions. The City therefore incorporates the objections it detailed in previous years' letters. (See May 13, 2020 Groundwater Hearing Exhs. U240-U241, U277-U278, U283- U350–U351, U372, U375, U446-U447, U491-U492, U541-U542, U577, and U619.) For example, Stratecon states, "The information and analysis presented above supports a ratio of the municipal & industrial groundwater extraction charge to the agricultural groundwater extraction charge of at least 3.0." (Stratecon report, Exh. U635, p. 11.) However, Proposition 26 requires UWCD to reasonably estimate its costs, not to demonstrate that a 3:1 ratio is at least justifiable; agricultural must be shown not only to pay enough, it must also be shown not to pay too much. UWCD bears the burden of reasonably justifying its fees in the amount it imposes them, not to merely identify a range in which they may justifiably fall.

As discussed in greater detail in the accompanying letter from Raftelis, Stratecon's report also fails to persuasively support the District's rates. Fundamentally, Stratecon uses an unconventional method, inconsistent with cost-of-service principles, to allocate the revenue requirement based on return flow and recharge. This method could result in UWCD actually paying its agricultural customers to extract groundwater if they use little water on a large parcel credited with substantial recharge from rainfall. Stratecon also allocates variable costs to the fixed cost component. To compensate for this anomaly, Stratecon calculates fixed cost by the share of demands for replenishment, adjusted by a credit for the "differential contribution of a water user's class to recharge from overlying lands." (*Id.* at p. 2.) This credit needlessly complicates the fixed cost calculation when, under Stratecon's own rationale, the cost of replenishment activities should be based on net pumpage. Using net pumpage — assuming, without conceding, that its underlying numbers are correct — the differential between M&I and agricultural users should not be 3:1, as detailed in Raftelis' accompanying letter.

THE BUDGET MISALLOCATES GROUNDWATER CHARGES. As it did last year, the District acknowledges “[i]f the District's ad valorem property tax revenues are insufficient to cover these indirect water conservation costs, groundwater extraction charges may be used” for a list of district-wide necessary costs. (Prop. Budget Plan FY 2020-2021, Exh. U626, p. 24.) The use of restricted revenue from Zone A charges may not be used to cover costs that do not benefit the City and others who pay those charges. (See Cal. Const., art. XIII C, § 1, subd. (e)(2) [“A charge imposed for a specific benefit conferred or privilege granted **directly** to the payor ...”] [emphasis added].) Yet, because the Recreation sub-fund will again run a significant deficit, the District likely will use Zone A funds to pay for costs UWCD admits benefit the City only indirectly.

Similarly, the District acknowledges that “[a]ny cost incurred in an effort by the District to enhance imported water deliveries, beyond the District’s Table A, allocation is paid out of the Water Purchase Fund or the General/Water Conservation Fund.” (Exh. U626, p. 35.) Again, UWCD’s use of Zone A revenue via the General/Water Conservation Fund to pay for State Water that recharges the Oxnard Forebay — providing little or no benefit to the City’s wells in the Mound and Santa Paula Basins — violates the California Constitution. UWCD treats Zone A revenues as fully discretionary revenues to be placed in a “general fund,” when they are legally groundwater augmentation fees which may fund only that activity.

In addition, the proposed budget continues the District’s practice of misallocating costs, particularly by using Zone A charges to fund the District’s spreading operations that disproportionately benefit the southeastern Oxnard Plain and the Pleasant Valley Basins. For instance, the proposed budget continues to fund the Ferro-Rose Recharge project with Zone A charges. (Exh. U626, pp. 72-73.) However, this spreading ground will recharge the southeastern Oxnard Plain and Pleasant Valley Basins and provide little or no benefit to the City’s Mound and Santa Paula Basin wells. (*Id.* at p. 72 [“The aquifers of the Oxnard Plain remain in overdraft.”].) It allocates Zone A revenue (via the Water Conservation sub-fund) to support the Saticoy spreading ground facilities, though it acknowledges that that Santa Paula Basin does not respond to recharge from Saticoy. (*Id.* at p. 24 [“Maintenance of the District's various spreading grounds (Piru, Saticoy, Ferro, Noble, Rose and El Rio) which provide District-wide benefits.”]; *see also* Saticoy Recharge Mound Study, March 2010, Exh. U48, p. 15 [“Santa Paula Basin doesn’t respond to recharge at United Water’s Saticoy spreading grounds.”].) The proposed budget also allocates costs for seawater intrusion lab analysis and other water quality services for the impacted southeastern Oxnard Plain and Pleasant Valley Basins to the

Water Conservation sub-fund, though the City does not receive a benefit from such work proportionate to its burden on the District's services. (See Exh. U626, p. 26.)

Although the District purports to separately account for recreational activities in the Recreation sub-fund, it nevertheless appears that funds from the Water Conservation sub-fund, and thus Zone A revenue, supports capital improvements related to recreational services. For instance, five years ago, the District proposed installing vehicle covers for boats at Lake Piru using the Water Conservation sub-fund. (Prop. Budget inserts, Exh. U416, p. 74.) It also intended to use nearly \$1.5 million of these funds to repair asphalt in the Lake Piru Recreation Area, an expense that should be borne by the Recreation sub-fund. (*Id.* at p. 64.) The District has not provided the same level of detail in this year's budget materials, however, nothing in this year's budget indicates that the District has stopped using Zone A funds to subsidize other services.

Finally, the proposed budget again indicates that, among the significant expenditures for water conservation activities are the legal fees the District incurs defending the City's lawsuits. (Exh. U626, p. 20.) These are not costs incurred to serve the City, but the contrary — these fees fund the District's attempt to impose costs on the City disproportionate to its cost of service. That cost must be borne by discretionary funds or by customers who benefit from the expenditure, not the City.

Because the District uses revenue from Zone A charges to fund projects and services that disproportionately benefit agriculture, the charges the District proposes exceed its proportional cost to the serve the City.

CONCLUSION. For all these reasons, the City respectfully requests the District refrain from imposing on the City the proposed groundwater extraction charges for Zones A and B, and to establish a new, lawful rate structure that does not discriminate against M&I customers.

President Mobley and Members of the Board of Directors

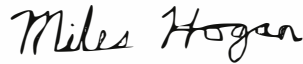
June 9, 2020

Page 10

Very truly yours,



Gregory G. Diaz
City Attorney
City of San Buenaventura



Miles P. Hogan
Assistant City Attorney II – Water
City of San Buenaventura

Enclosures

c: Mauricio E. Guardado, UWCD General Manager
David D. Boyer, UWCD General Counsel
Susan Rungren, General Manager, Ventura Water
Michael G. Colantuono, Special Counsel, City of San Buenaventura

Attachments: A – Request for Reconsideration to FCGMA from Ventura Water (Apr. 21, 2015)
B – City of Ventura Variance Request PowerPoint Presentation to Fox Canyon Groundwater Management Agency (Jan. 28, 2015)

ATTACHMENT A

Trusted life source for generations



www.venturawater.net

April 21, 2015

Board of Directors
Fox Canyon Groundwater Management Agency
800 South Victoria Avenue
Ventura, CA 93009-1600

**Re: Request for Reconsideration of Fox Canyon GMA Denial of City of San
Buenaventura Variance Request and Appeal**

Board of Directors:

This letter is a request for consideration of a decision made by the Board of Directors of the Fox Canyon Groundwater Management Agency (Agency) on January 28, 2015. As you may recall, on that date the Agency Board heard the Ventura Water/City of San Buenaventura (City) appeal of the Executive Officer's decision to deny the City's request for a variance from certain requirements of Emergency Ordinance E. Following a hearing on the City's appeal, the Board followed the recommendation of Agency staff to deny the appeal. For a variety of reasons, including but not limited to those set forth herein, the City respectfully requests the Agency to reconsider its decision.

This request for reconsideration provides an outline of the information and bases upon which the Agency should change its decision on the City's variance request. Additional information and bases exist throughout the record on this matter and are found in various other decisions by the Agency with regard to its administration of Emergency Ordinance E.

According to the Agency's staff report dated January 28, 2015, the City has a historical allocation of groundwater production within the Agency (the northwest portion of the Oxnard Plain basin) of 5,471.9 acre-feet per year (afy); an Adjusted Historical Allocation (AHA) of 4,103.9 afy; and a calculated Temporary Extraction Allocation (TEA) of 4,826.9 afy that is progressively reduced to 3,861.5 afy according to the schedule contained in Article 2.C of Emergency Ordinance E.

Initially the City requested a variance that would allow the City to use its TEA allocation plus a maximum of 2,000 afy during drought conditions that would be debited from the City's 25,595 acre-foot account of conservation credits. (City letter dated June 18, 2014.) Later the City formally revised its variance request to use its TEA allocation and only 1,000 afy of its conservation credits. (City letter dated December 24, 2014.)

During the hearing on its appeal, the City revised and again reduced its variance request for an allocation totaling its AHA of 4,103.9 afy plus 1,000 afy, which combined is well below the City's historical allocation of 5,471.9 afy. In support of its requests, the City has made the requisite showings that allow the Agency to grant a variance from the requirements of Emergency Ordinance E.

The Agency can grant a variance from the requirements of Emergency Ordinance E based on a showing that (1) there are special circumstances or exceptional characteristics of the owner or operator which do not apply generally to comparable owners or operators in the same vicinity; or (2) strict application of the reductions as they apply to the owner or operator will result in practical difficulties or unnecessary hardships inconsistent with the general purpose of the Emergency Ordinance; or (3) the granting of such variance will result in no net detriment to the aquifer systems. (Emergency Ordinance E, Article 2.H.)

For the Agency to grant a variance, the City needed to make ***only one*** of the showings in Article 2.H above. Yet based on the information and testimony submitted, the City has made sufficient showings for ***all three*** of the factors. Indeed, the Agency's own information and testimony show that each of the factors has been satisfied. Unfortunately, however, the Agency appears to have had a desired outcome in mind to deny the City's request for variance. To that end, the Agency (i) arbitrarily applied a novel and unsupported set of standards to the City that are not found in Emergency Ordinance E, (ii) disregarded substantial evidence presented by the City, and (iii) failed to support the Agency's findings by substantial evidence in light of the whole record.

Subsequent to the denial of its appeal, the City submitted a California Public Records Act request to the Agency dated February 27, 2015 (PRA request) seeking various records relating to the Agency's administration of Emergency Ordinance E and relating to definitions of key terms as they are used and applied by the Agency in specific regard to Emergency Ordinance E. As further set forth below, the records provided by the Agency in response to the City's PRA request further demonstrate that the Agency arbitrarily applied a novel and unsupported set of standards to the City that are not found in Emergency Ordinance E, disregarded substantial evidence presented by the City, and failed to support the Agency's findings by substantial evidence in light of the whole record. For these and other reasons, the City urges the Agency to reconsider its decision to deny the City's appeal.

1. The City has shown there are special circumstances and exceptional characteristics of the City which do not apply generally to comparable owners or operators in the same vicinity.

With regard to this first standard of Article 2.H, the City's PRA request sought records from the Agency that provide a definition of the terms "special circumstances" or "exceptional characteristics" as those terms are used and applied in specific relation to Article 2 of Emergency Ordinance E.

The Agency provided no records in response to this request, and therefore it is clear that the Agency has no objective standard by which it applied these definitions to the City. Instead, as illustrated herein, the Agency abused its discretion by applying arbitrary standards to the City.

The City provided substantial information and evidence showing special circumstances and exceptional characteristics of the City which do not apply generally to comparable owners or operators in the same vicinity. By way of example, the City does not have access to its State Water Project (SWP) supplies like other municipal operators in the same vicinity. Moreover, other sources of supply within the City's portfolio are facing exceptional constraints that are completely unique to the City, such as the hydrologic circumstances of the Ventura River and the water quality characteristics of the Mound Basin. The City has implemented extraordinary and successful water conservation measures throughout its municipal service area, yet its total demands are pressing the limits of its available supply. In light of the serious and present constraints on its other water supplies which are fully beyond the City's control, the City has a unique, special and exceptional need to access its historic use of groundwater from the northwestern portion of the Oxnard Plain basin to provide domestic water service in accordance with Water Code sections 106, 106.3 and 106.5.

Even though the Agency has no objective standards for determining what constitutes "special circumstances" or "exceptional characteristics" in relation to Emergency Ordinance E, it rejected the substantial evidence submitted by the City and concluded that the requisite showings were not made. One "justification" offered by the Agency is that the City has not installed infrastructure to receive SWP supplies. Yet that basis only serves to highlight the arbitrary nature of the Agency's decision-making as applied to the City. In granting exceptions for new agricultural wells, the Agency has not considered as a determining factor whether, for example, the operator has installed a connection to receive recycled water as an alternative to groundwater. Another reason expressed during the appeal hearing for the Agency to deny the City's request is that approval may result in an influx of other M&I variance requests. Yet again, that factor has no legal, equitable or evidentiary support. Instead the Agency employed a completely arbitrary standard and process to determine that the City has not shown special circumstances or exceptional characteristics in relation to its variance request. In sum, the Agency both disregarded the substantial evidence presented by City and failed to present its own substantial evidence in support of its findings.

2. The City has shown that strict application of the reductions as they apply to the City will result in practical difficulties or unnecessary hardships inconsistent with the general purpose of Emergency Ordinance E.

With regard to this second standard of Article 2.H, the City's PRA request sought records from the Agency that provide a definition of the terms "practical difficulties" or "unnecessary hardships" as those terms are used and applied in specific relation to Article 2 of Emergency Ordinance E.

The Agency provided no records in response to this request, showing again that the Agency has no objective standard by which it applied these definitions to the City. Instead, as illustrated herein, the Agency abused its discretion by applying arbitrary standards to the City.

Recital J of Emergency Ordinance E states that the reductions and other measures of the ordinance are necessary to improve and protect the quantity and quality of groundwater supplies within the Agency, to prevent a worsening of existing conditions, to allow time to implement a definite and long-term solution to improve groundwater conditions in the Agency, and to bring groundwater extractions into balance with recharge. The City supports the general purposes of Emergency Ordinance E, yet also recognizes that the Ordinance is not intended to interfere with the ability of municipal water providers to ensure a safe, clean, affordable, and accessible water supply for domestic users.

The City provided substantial information and evidence to show that strict application of the reductions to the City will result in practical difficulties and unnecessary hardships inconsistent with the general purpose of Emergency Ordinance E. For instance, the City has presented evidence to show that current and projected reductions according to the City's calculated TEA will result in unnecessary and undue hardships to domestic water customers that are served by the City, particularly those in disadvantaged communities who may not be able to absorb surcharges that the City will have to pass through to retail water customers. The City also presented evidence to show that practical difficulties and hardships will result because the City uses groundwater produced from the Oxnard Plain to blend with poorer water quality it produces from the Mound Basin. The City's variance request shows that the City must be able to maintain such blending to meet drinking water regulations promulgated by the SWRCB Division of Drinking Water, and without such blending the City faces the additional risk and substantial hardship of not being able to utilize its supplies in the Mound Basin.

These practical difficulties and unnecessary hardships actually exist. They are tangible and unique to the City, not hypothetical as suggested by the Agency. Clearly the general purpose of Emergency Ordinance E is not intended to interfere with the City's ability to ensure a safe, clean, affordable, and accessible water supply for its domestic users in accordance with Water Code sections 106, 106.3 and 106.5. Notwithstanding, the Agency abused its discretion by both disregarding the substantial evidence presented by City and failing to present its own substantial evidence in support of its findings that the City has not shown practical difficulties or unnecessary hardships.

3. The City has shown that granting its request for variance will result in no net detriment to the aquifer systems.

With regard to this third standard of Article 2.H, the City's PRA request sought records from the Agency that provide a definition of the term or condition "net detriment to the aquifer systems" as that term or condition is used and applied in specific relation to Article 2 of Emergency Ordinance E.

Again, the Agency provided no records in response to this request, thus showing that the Agency has no objective standard by which it applied this definition to the City under Article 2. Instead, as illustrated herein, the Agency abused its discretion by applying arbitrary standards to the City, disregarding substantial evidence presented by the City, and failing to support the Agency's findings by substantial evidence in light of the whole record.

On this subject, the Agency has truly revealed its double-standard against the City. The Agency's January 28th staff report refers to various exceptions the Agency has granted for new extraction facilities under Emergency Ordinance E, also noting the Agency's findings in those cases that the proposed uses "will result in no net detriment to the Basin, or any subbasin, or aquifer associated with the use" Records provided by the Agency in response to the City's PRA request confirm that the Agency has granted numerous exceptions to Emergency Ordinance E to parties other than the City, even though the Agency has expressly acknowledged that such exceptions may negatively impact the Oxnard Plain basin.

In this regard the City expressed concern that there are inconsistencies in the determinations made by the Agency under Article 2 and Article 4 of Emergency Ordinance E regarding the "no net detriment" standard. In response to the City's concern, the Agency's staff report states that "**the determinations are different.**" The staff report explains that under Article 4, the Agency must find "that the proposed use will result in no net detriment to the Basin, or any sub-basin, or aquifer associated with the use, by determining that (1) the proposed use does not result in the material degradation of water quality of any type, or (2) recharge to any aquifer within the Agency is not materially diminished." In contrast, the staff report states that "the no net detriment criteria for granting a variance [under Article 2] is that the granting of such variance will result in no net detriment to the aquifer systems." Through this explanation that "**the determinations are different**" the Agency admits that the criteria used for determining "no net detriment" under Article 4 do **not** apply for determining "no net detriment" under Article 2, and that the "criteria" used for Article 2 are **not** defined.

Remarkably, however, the Agency's staff report then applies the criteria of Article 4 to the City's variance request. In support of its request under Article 2, the City submitted information and testimony that the City's request would result in no net detriment to the aquifer systems because the City extracts groundwater from the northwestern portion of the Oxnard Plain basin which repeatedly has been shown as being in much better condition than other areas of the basin and not below sea level.¹

¹ Also, as noted above, the City's revised variance request was for an allocation totaling its AHA of 4,103.9 afy plus 1,000 afy, which combined is below the City's historical allocation of 5,471.9 afy. Records produced by the Agency in response to the City's PRA request show that in other cases the Agency has considered historic allocation a relevant factor in determining whether to grant an exception to the requirements of Emergency Ordinance E; however, no such consideration was provided by the Agency in denying the City's variance request.


In response, the Agency's staff report concludes that the City's showing of no net detriment "is not valid" because, according to the Agency, the City's extractions will negatively impact water quality and recharge of the aquifer systems – **i.e., the criteria used under Article 4 which the Agency expressly claims are different from the criteria used under Article 2.** Even worse, the Agency then invents and applies a completely novel standard to assert that the City's extractions will impact water quality and aquifer recharge. To rebut the City's showing that its request will result in no net detriment to the aquifer systems, the Agency contends that net detriment will occur based on total extractions "**within a one-mile radius**" of the City's wells. This "one-mile radius" standard is not found in Article 2 or Article 4 of Emergency Ordinance E. Moreover, the records produced by the Agency in response to the City's PRA request demonstrate that the Agency has never applied this so-called "one-mile radius" standard to any other party within the Agency, whether in connection with Article 2 or Article 4. Instead the Agency invented and applied this standard only to the City and for the first time ever in the Agency's administration of Emergency Ordinance E.

Ultimately, the Agency denied the City's variance request by rejecting the City's evidence and determining that the City has not shown there will be "no net detriment" to the aquifer systems. However, in addition to the arbitrary actions described above, the Agency's staff report simply concedes on this point that "**the potential for net detriment to the aquifer systems is not known.**" This demonstrates that the Agency failed to base its determination on substantial evidence and abused its discretion by arbitrarily applying an illusory standard to deny the City's appeal.

The information and circumstances described above, in addition to other materials in the record, show that the Agency has not proceeded in the manner required by law, has applied arbitrary standards to the City, has disregarded substantial evidence presented by the City, and has failed to support the Agency's findings by substantial evidence in light of the whole record. The City urges the Agency to reconsider its decision on the City's variance request, and believes that the parties can and should reach a reasonable resolution of this matter without the need for further or protracted disagreement.

The City respectfully requests the Agency to inform the City in writing no later than Wednesday, May 1, 2015 as to whether the Agency will reconsider its decision on the City's variance request. Should you have any specific questions, please feel free to contact me at (805) 652-4518 or at sepstein@venturawater.net.

Sincerely,



Shana Epstein,
General Manager, Ventura Water

cc: Gregory Diaz, City Attorney

ATTACHMENT B

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City of Ventura Variance Request

Ventura Water
January 28, 2015

Oxnard Plain Basin City Allocation

- Historical Allocation = 5472 AFY (1985 to 1989)
- M & I Reduction
 - 1992 = 5198 AFY
 - 1995 = 4925 AFY
 - 2000 = 4651 AFY
 - 2009 = 4378 AFY
 - 2010 = 4104 AFY (25% reduction)

Emergency Ordinance E

- April 11, 2014 City TEA = 4827 AFY
- Phase Reduction of 20%
 - January 1st 2016, TEA = 3862 AFY
- Summary of FCGMA Reductions
 - City Historical with 25% reduction = 4104 AFY
 - City revision per Emergency Ordinance E = 3862 AFY
 - 29% reduction from Historical

City's Conservation Credits

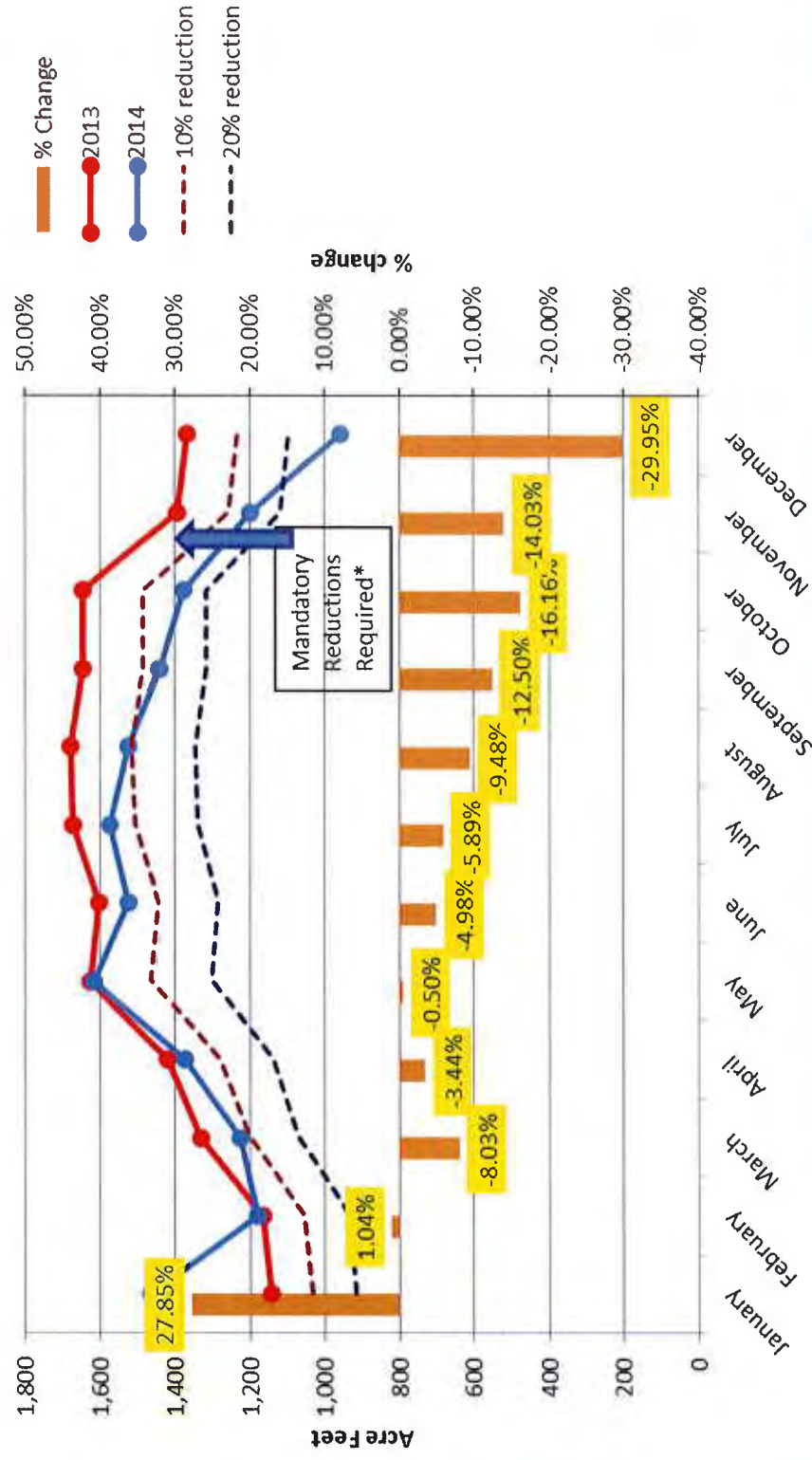
- **City's Credits = 25,595 AF (2013 Total City Supply = 17,709 AF)**
 - All credits now at 0 AF
 - The City has taken extraordinary and responsible steps, including the use of alternative supplies, to reduce historical production from the Oxnard Plain Basin, as reflected by the City's conservation credits.

Variances Granted

- Well Drilling Exemptions Only
 - Nine agricultural users within the southern Oxnard plain
 - Berryland Management 350.76 AF/Year
 - No Historical Allocation
 - Helm Ranch 489.5 AF/ Year
 - Historical Allocation 306.126 AF/Year
 - Stephen Dodge and Fred Rosenmund 220AF/Year
 - Historical Allocation 21.046 AF/Year
 - 2 E&H Land Company Wells 414 AF/Year
 - No Historical Allocation
 - Residential well that produces 2 AF/AC

Ventura's Commitment

Water Production 2014 vs 2013



Annual Comprehensive Water Resources Report (Supply/Demand)

Demand Factors for Development

Land Use Type	Demand Factor
Residential Based on 0-8 du/ac	370 gpd/du
Residential Based on 9-20 du/ac	250 gpd/du
Residential Based on 20+ du/ac	250 gpd/du
Commercial/Retail/Industrial/Hotel/Public/Institutional	265 gpd/ksf
Hospital/Assisted Living	545 gpd/bed
Parks/Landscape/Irrigation	2000 gpd/ac

[illegible]

Ventura's Existing Supply

- Ventura River
- Casitas
- Mound Groundwater Basin
- Santa Paula Groundwater Basin
- Oxnard Plain Groundwater Basin
- Reclaimed Water



Ventura's Potential Additional Supply Sources

- State Water Project
 - Oxnard Inter-tie
 - Note: The FCGMA suggests the City should rely on SWP supplies, yet state law and policy universally call for reduced reliance on imported water supplies.
- Recycled Water
 - Existing Reclaimed Water System Expansion
 - Ventura Water Reclamation Facility Special Studies
 - Potable Reuse
 - Ojai Valley Sanitation District
- Ocean Desalinization
- Water Conservation Measures/Water Efficiency Plan
- Regional Integrated Water Resource Management

Three Findings of the Emergency Ordinance E

1. Special circumstances or exceptional characteristics of the water operator
 - Ventura City has service population of over 113,500 ppl (Oxnard = 203,645, Port Hueneme = 21,555 both have access to State Water)
 - Ventura has no connection to State Water Supply
 - Decreasing supplies: Ventura River, Mound Basin, Santa Paula Basin, Casitas (exceeding in district demand for CY 2014)
 - Water Quality Issues: Need higher quality Oxnard Plain water to blend with lower quality water from other sources. If lose Oxnard plain, can lose other supply sources due to not meeting drinking water standards.



Three Findings of the Emergency Ordinance E

2. Reductions will result in practical difficulties or unnecessary hardships

- Low Supply projections for all sources for Fiscal Year 2014-2015
- Management strategy has always been to rely on groundwater when Ventura River low supply
 - Conjunctive use and efficient operational practices allowed for large supply of conservation credits that are no longer available. Without conservation credits major difficulties in meeting demand for the City.
- Ventura Water currently relying heavily on groundwater
 - November 2014 Supply Sources: Ventura River = 10%, Casitas = 26%, Groundwater = 64%
 - 40% of Groundwater Sourced from Golf Course Wells in November (26% of total supply)

Three Findings of the Emergency Ordinance E

3. Variance granted will result in no net detriment to the aquifer systems
 - City extracts from northwest portion of Oxnard Plain basin, which has been shown to be in better condition than other areas in the Oxnard Plain basin.
 - In FCGMA Well Ordinance “no net detriment” not clearly defined
 - Irrigation Allowance Index appears to cause net detriment.
 - Increased pumping by changing from 2 crops/year to 3 crops/year and by changing to more water intensive crops (citrus to berries)
 - City conserved 25,595 AF, requesting additional 1,000 AFY; therefore will cause no net detriment due to water balance based on city conservation.

Related Considerations

1. The Water Code provides that the use of water for municipal/domestic purposes is the highest use of water; that every human being has the right to safe, clean affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and that the rights of a municipality to acquire and hold rights to the use of water are to be protected to the fullest extent necessary for existing and future uses.

Related Considerations

2. The City's reduced use of groundwater constitutes a reasonable and beneficial use of water and the City's rights to extract groundwater have not been diminished by virtue of its reduced use of groundwater. The GMA cannot reallocate the City's groundwater rights to new and other uses.



Related Considerations

3. The City has reasonably relied on the ability to utilize a small portion of its conservation credits and the City is not requesting a large or even moderate redemption of those credits.

Remedy

Variance Request:

- Allocation of 4,104 AFY (25% reduction from historical) + 1,000 AFY (1,000 AFY from 25,595 AF of conservation credits)

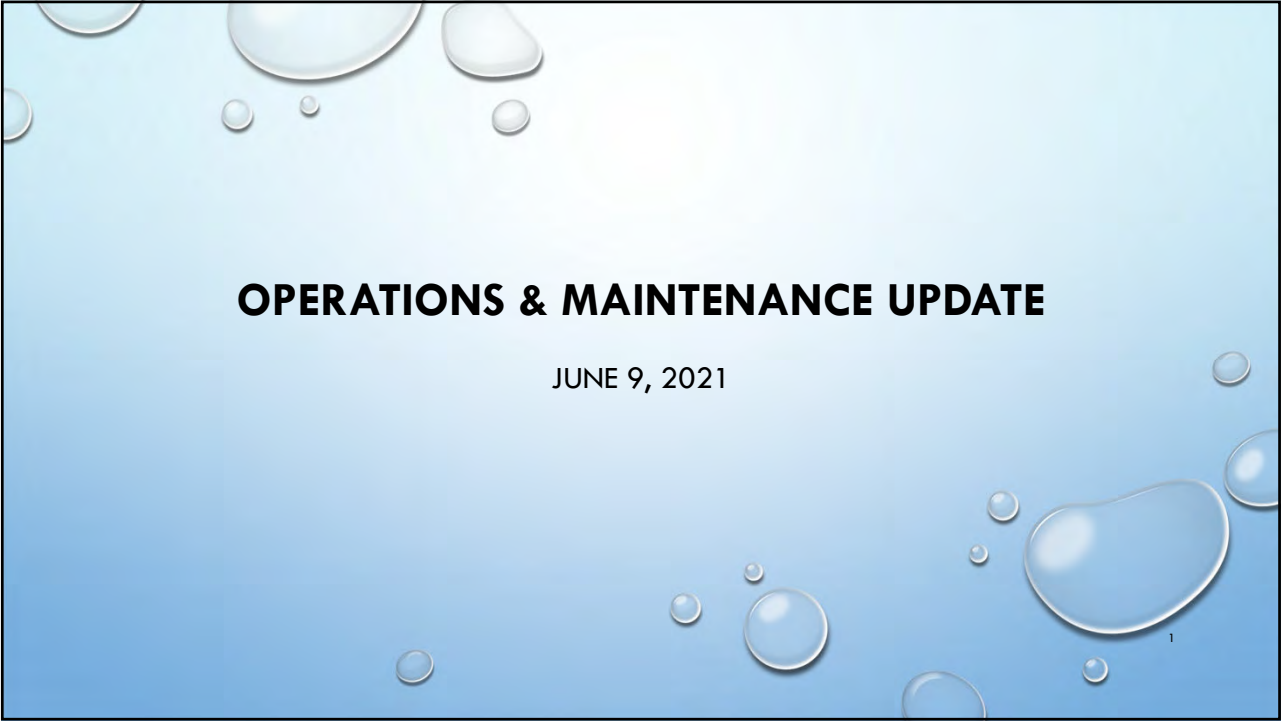
= 5,104 AFY

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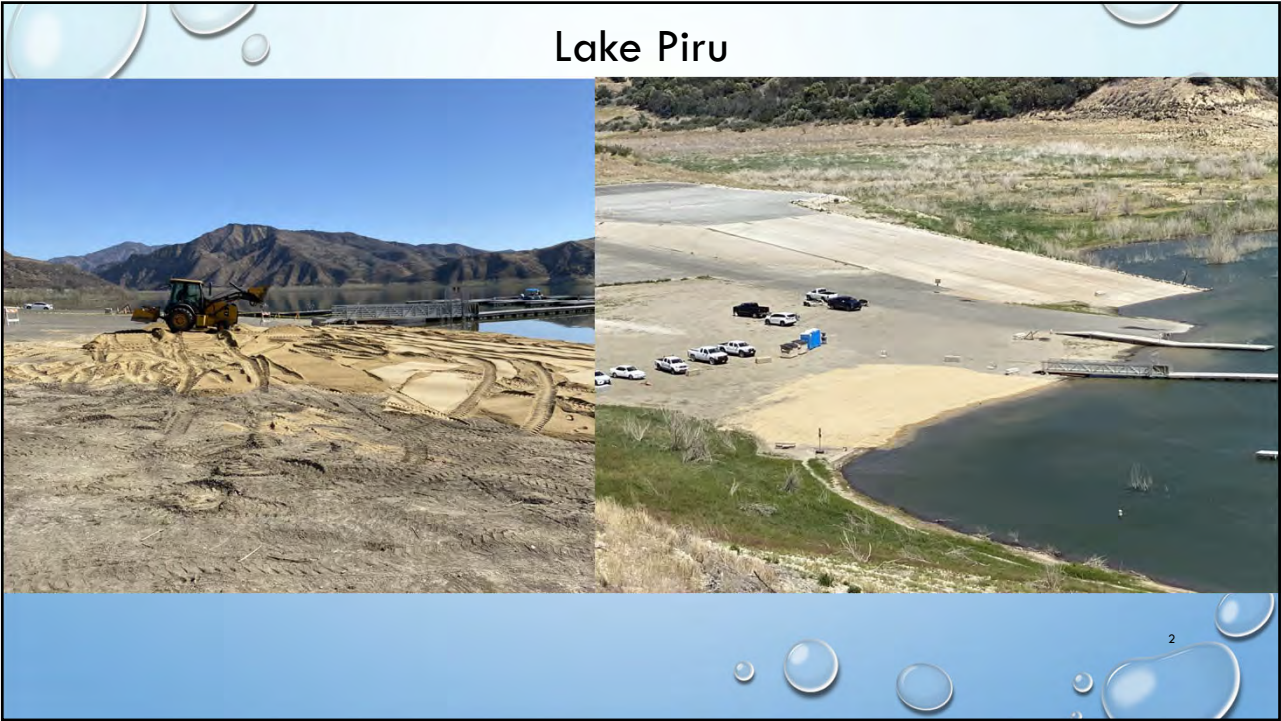


Questions?





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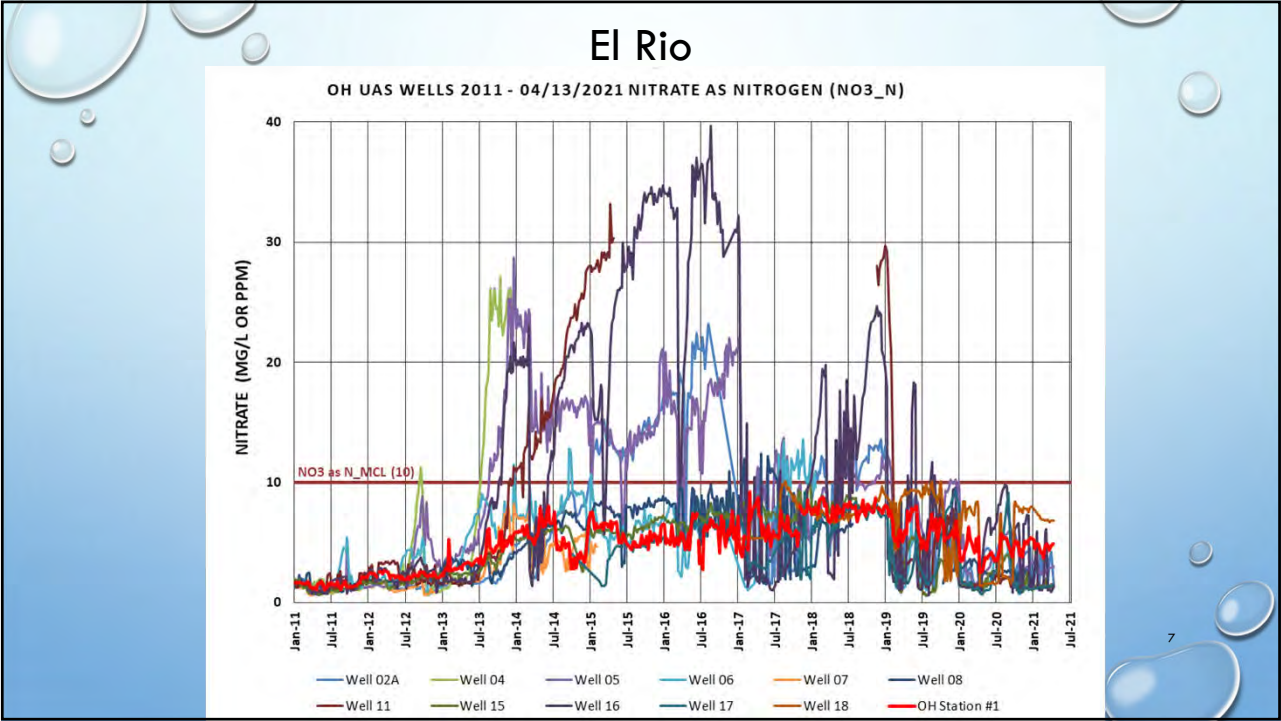
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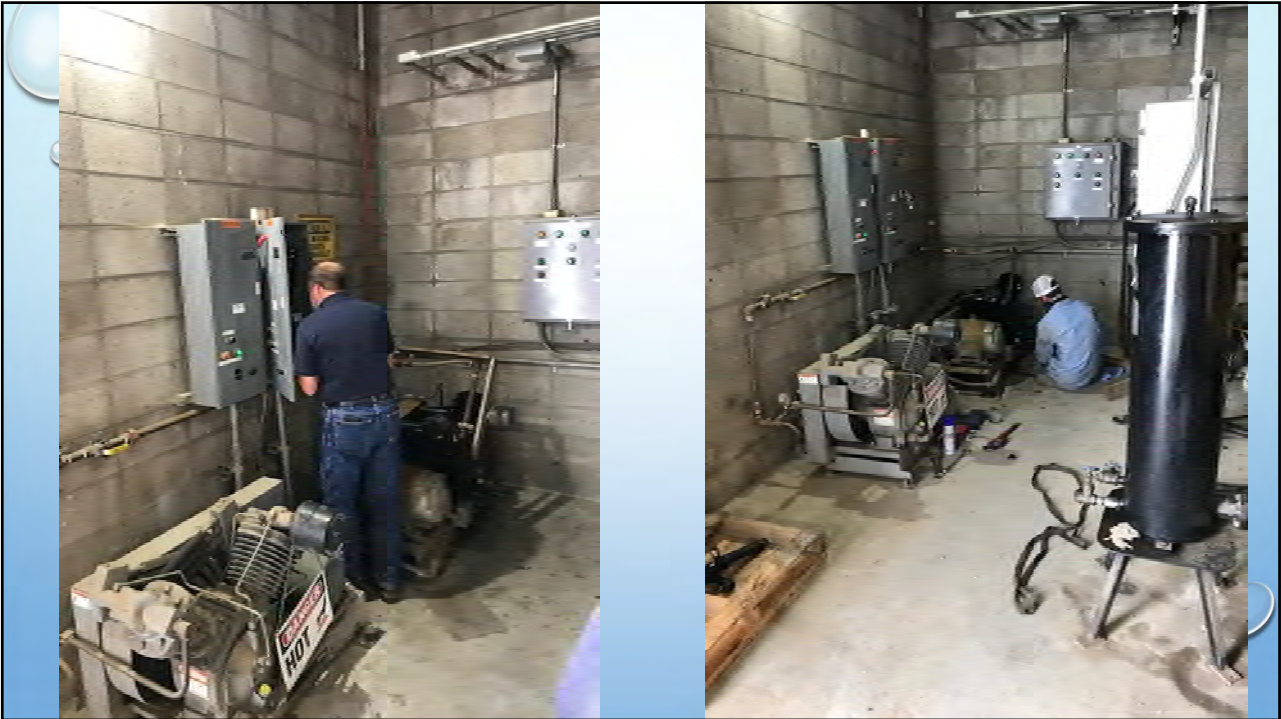
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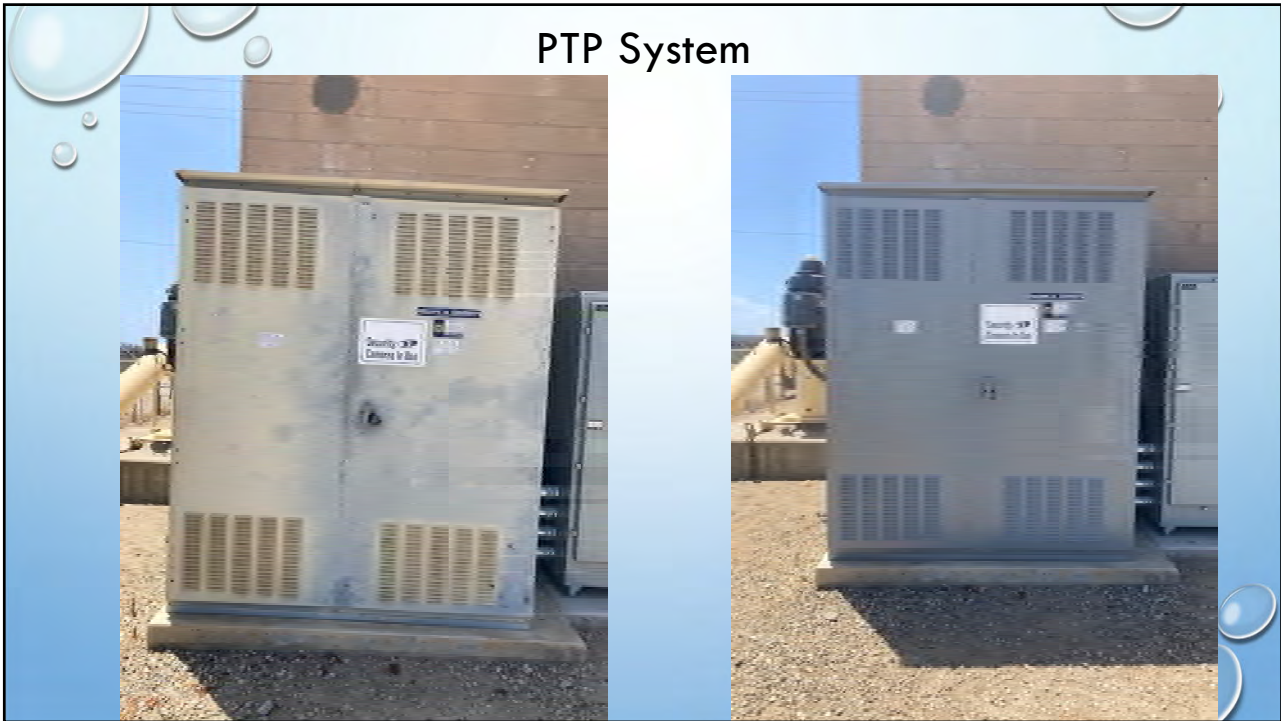
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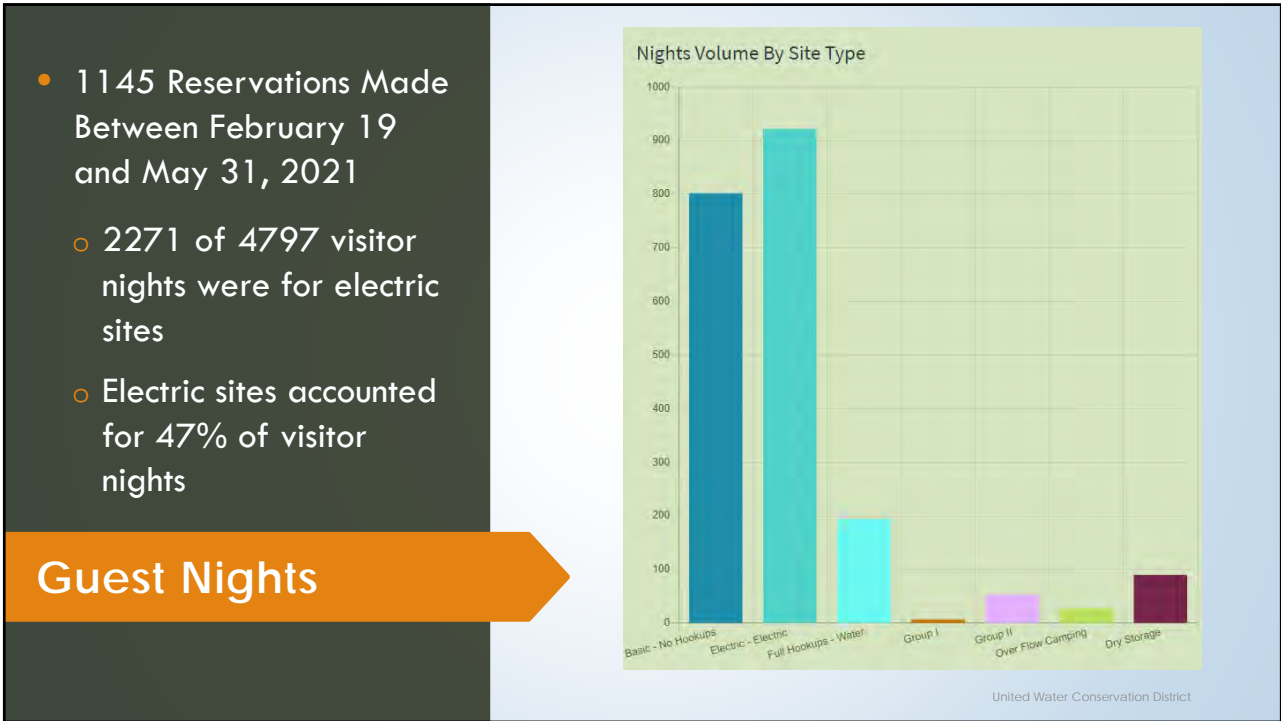
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Economic Update				
2018 – 2021 Revenue and Visitation Comparison				
Year	2021	2020	2019	2018
Day Use Revenue	\$135,551.00	\$9,731.25	\$56,934.00	\$36,086.40
Camping Revenue	\$207,564.80	\$61,065.70	\$229,710.91	\$137,840.65
Combined Revenue	\$343,116.20	\$70,769.95	\$286,644.91	\$173,927.05
Other Revenue	\$900.00	\$3,445.00	\$18,490.00	\$14,620.00
Persons	19,433	2,885	23,517	16,811
Vehicles	9,961	1,282	9,354	6,900
Vessels	1,757	224	1,174	732

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4



Operational Update

General Facility Maintenance

- Completed Phase 2 of Group 2 tree replacement
 - 16 new trees and irrigation to support them
- Awarded a contract To Pacific Vista Landscape to perform Day Use Irrigation overhaul
 - 20 new valves, new timer & wires, replacement of all 240 irrigation heads
- Performed an irrigation overhaul of the Ranger station & entry kiosk irrigation systems
- Completed annual fire & brush clearance work within the recreation area

United Water Conservation District

Operational Update

Purchases & Installs

- Installed 6 new vending Machines in park
- Construction & Installation of a swim beach near the marina launch ramp
- Purchased & installation of emergency contact signage (Dial 9-1-1)
- Staff purchased and installed a new spray unit in vehicle #54
- Purchased & deployed body cameras for Park Rangers



United Water Conservation District

7

Operational Update

Travel, Trainings and Meetings

- Conducted 3 days of CPR/First Aid/ AED training for recreation staff
- Participated in FERC 2020 Physical and Cybersecurity follow up
- Continued Master planning discussions
- Annual Law Enforcement Coordination meeting with local partners



United Water Conservation District

8

Operational Update

Marketing, Outreach & Events

- Coordinated a social media marketing campaign with CV Strategies (Begins June 7th)
- Participated a marketing Co-Op advertisement with the Central Coast Tourism Council
- Chief Strahan was featured on the latest MobileRVing.com podcast (airs June 7th)
- Exploring implementation of events to include a cornhole tournament, movie in the park, and chili cook off.



United Water Conservation District

Summary of Initial Surface Water Modeling Results of New Projects, Oxnard and PV Basins

Bram Sercu, PhD
UWCD Board Meeting
June 9, 2021



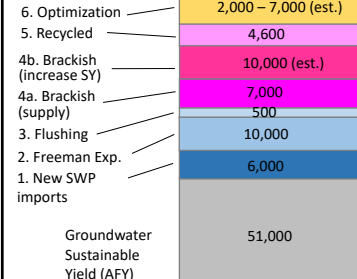
6/9/2021

1

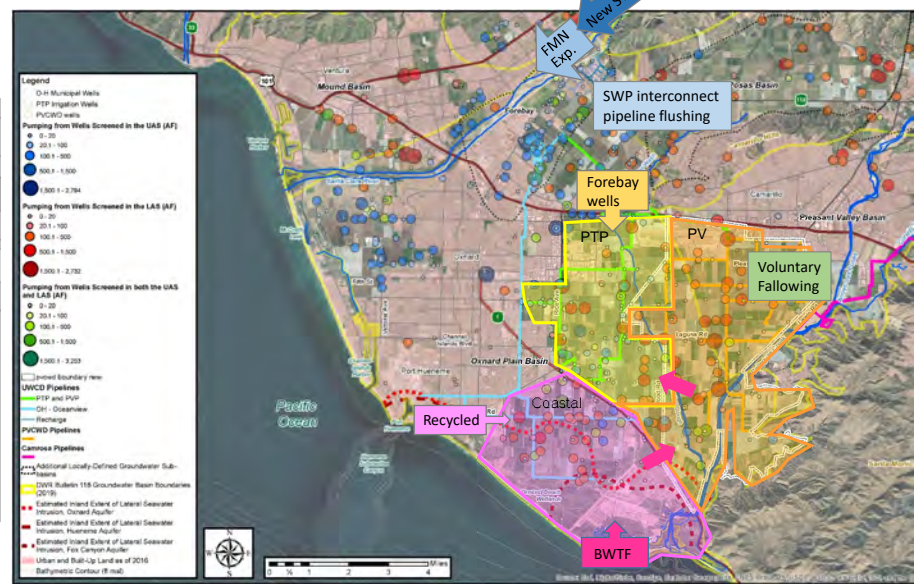
Modeling New Projects and Sustainable Yield

7. Voluntary following
6. Optimization
5. Recycled
- 4b. Brackish (increase SY)
- 4a. Brackish (supply)
3. Flushing
2. Freeman Exp.
1. New SWP imports

TOTAL DEMAND (~90,000 AFY)



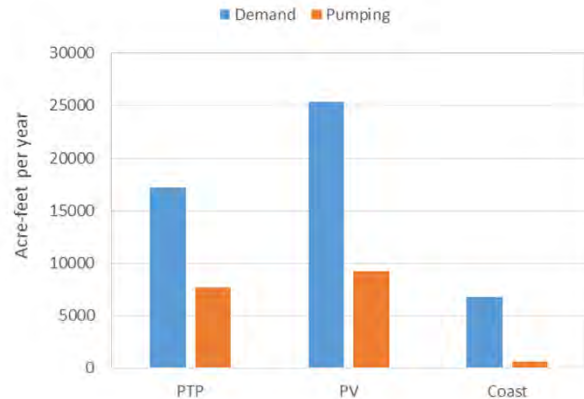
6/9/2021



2

Outcome 1: New projects achieve significant pumping reductions

- Most of demands met by pipeline deliveries
- Pumping Coastal area almost eliminated
- Pumping used in groundwater model to assess seawater intrusion
- If additional pumping reductions required → further optimization

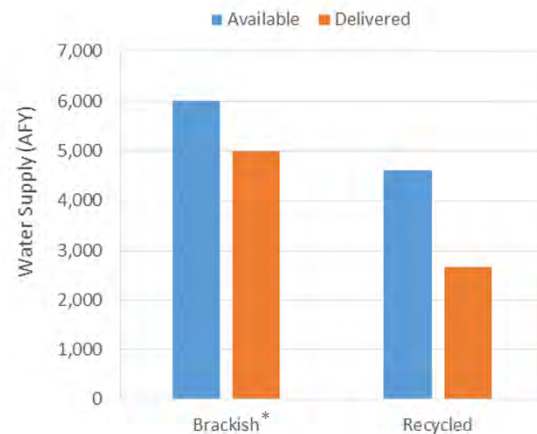


6/9/2021

3

Outcome 2: Implementation of brackish/recycled water projects should be further optimized

- Model not able to deliver all available brackish/recycled water
- Further optimization needed to fully use available water supply and further improve sustainability



6/9/2021

*6,000 AFY available supply based on 7,000 AFY product water and BWTF implementation in 2027 (modeling period = 2020-2069)

4

Initial Modeling Results for the Suite of Proposed Water-Supply Projects Recommended by OPV Stakeholder Projects Committee

United Board of Directors Meeting
June 9, 2021



1

1

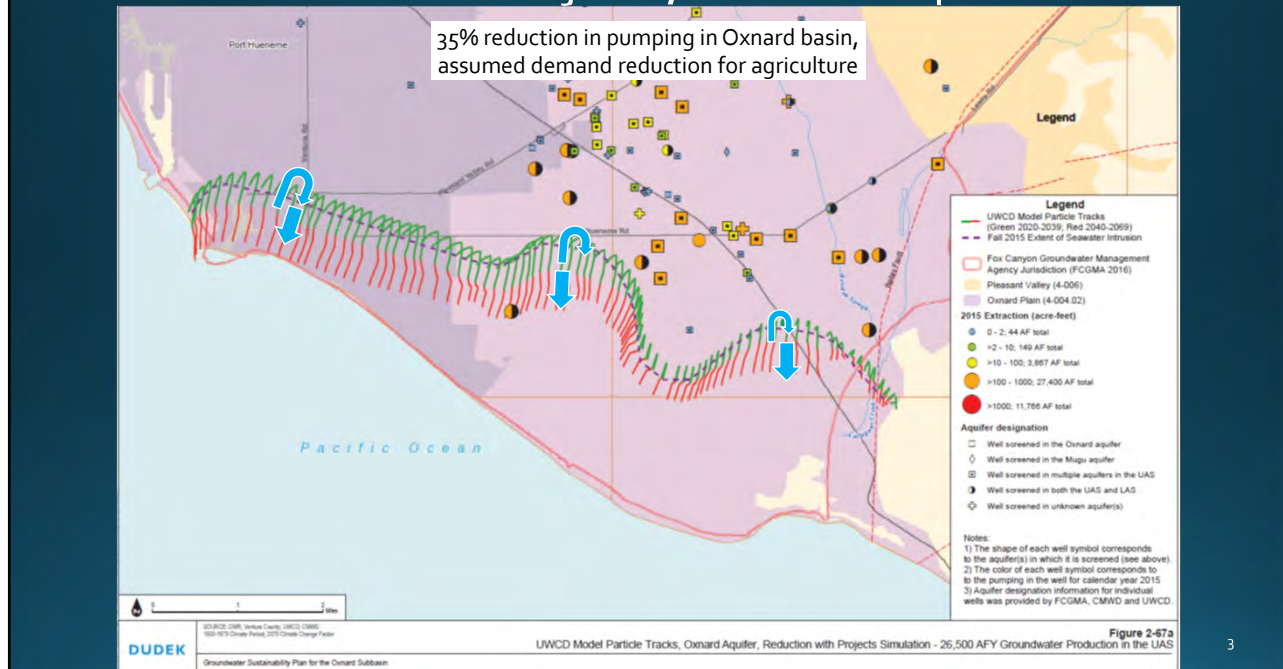
The Primary Driver for Reducing Pumping or Enhancing Yield in Oxnard and Pleasant Valley Basins is Seawater Intrusion

Estimated 2016 seawater intrusion fronts in Upper Aquifer System (UAS) and Lower Aquifer System (LAS), and forecasted future seawater intrusion through 2070 if current trends continue.



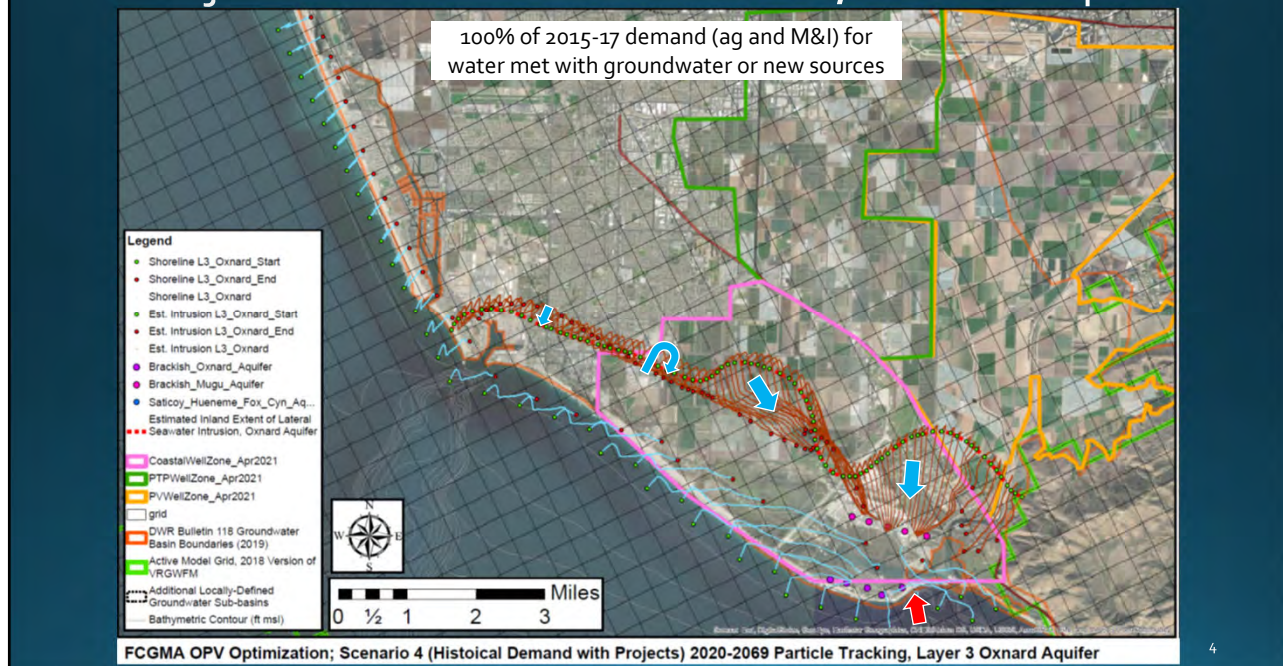
2

GSP "Reduction with Projects," Oxnard Aquifer



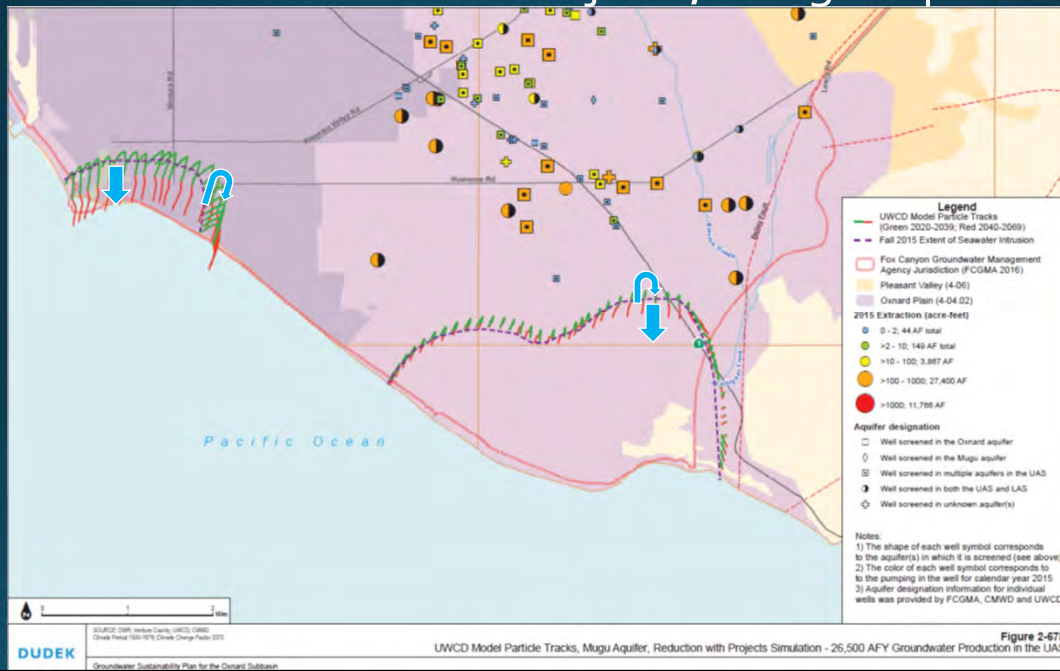
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New Projects with Historical Demand, Oxnard Aquifer



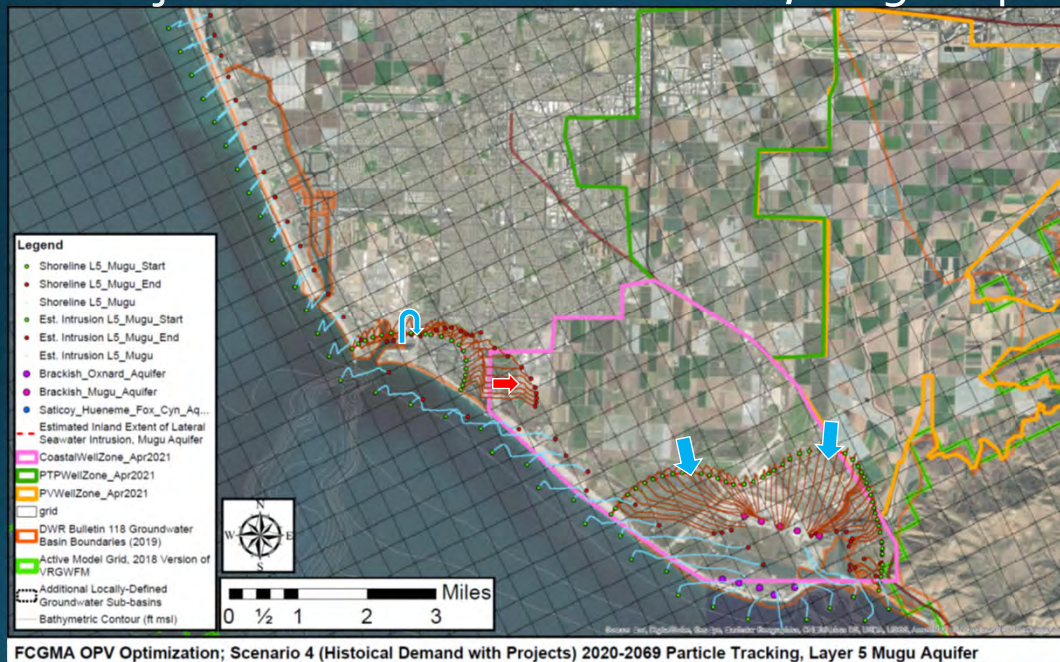
4

GSP "Reduction with Projects," Mugu Aquifer



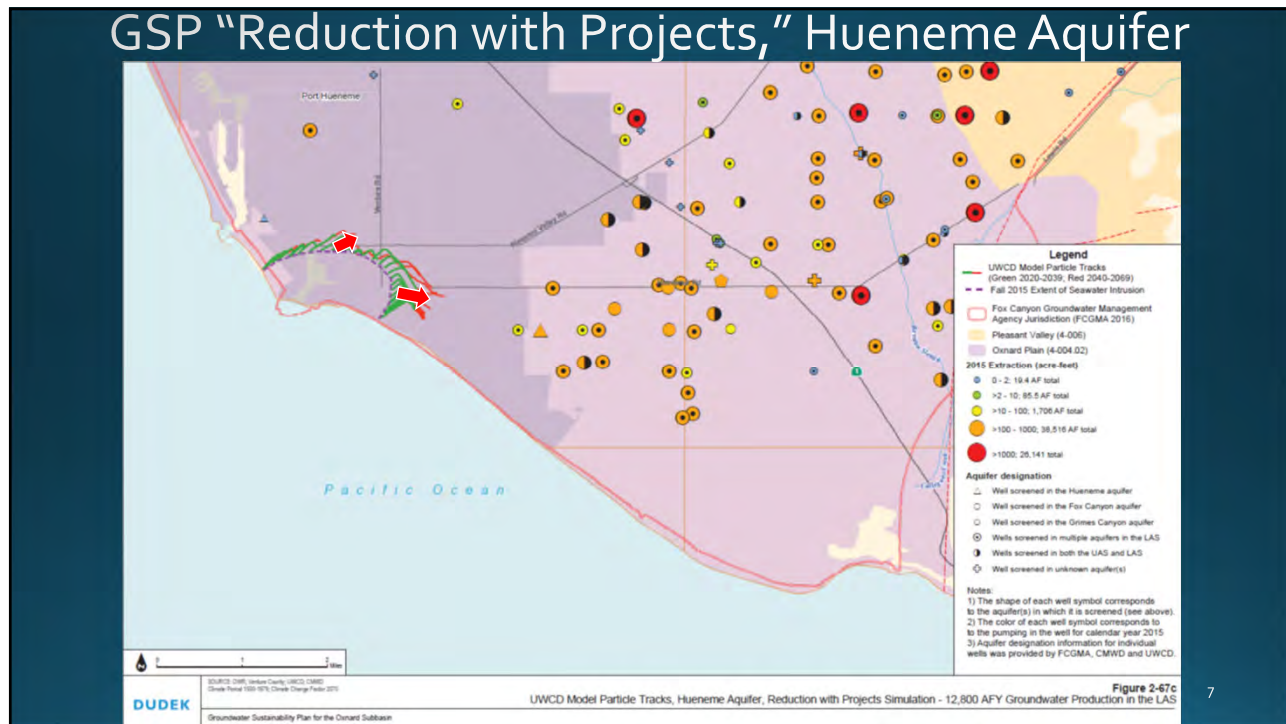
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New Projects with Historical Demand, Mugu Aquifer



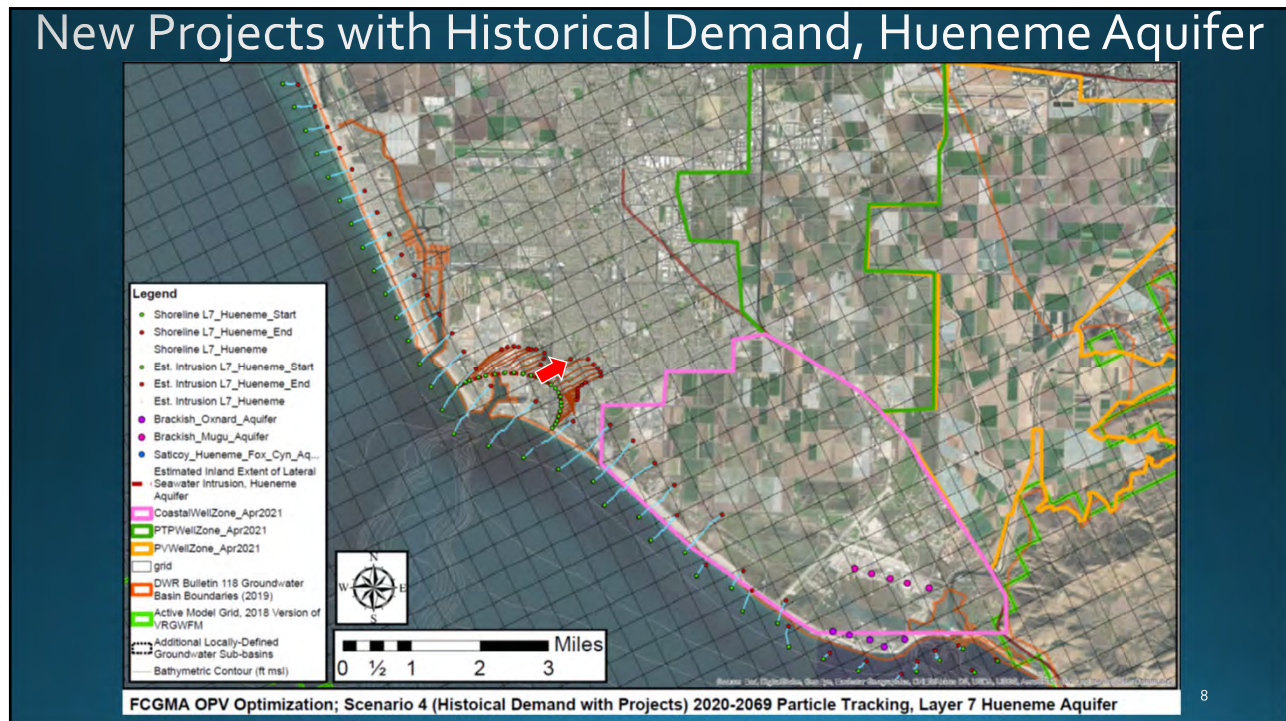
6

GSP "Reduction with Projects," Hueneme Aquifer



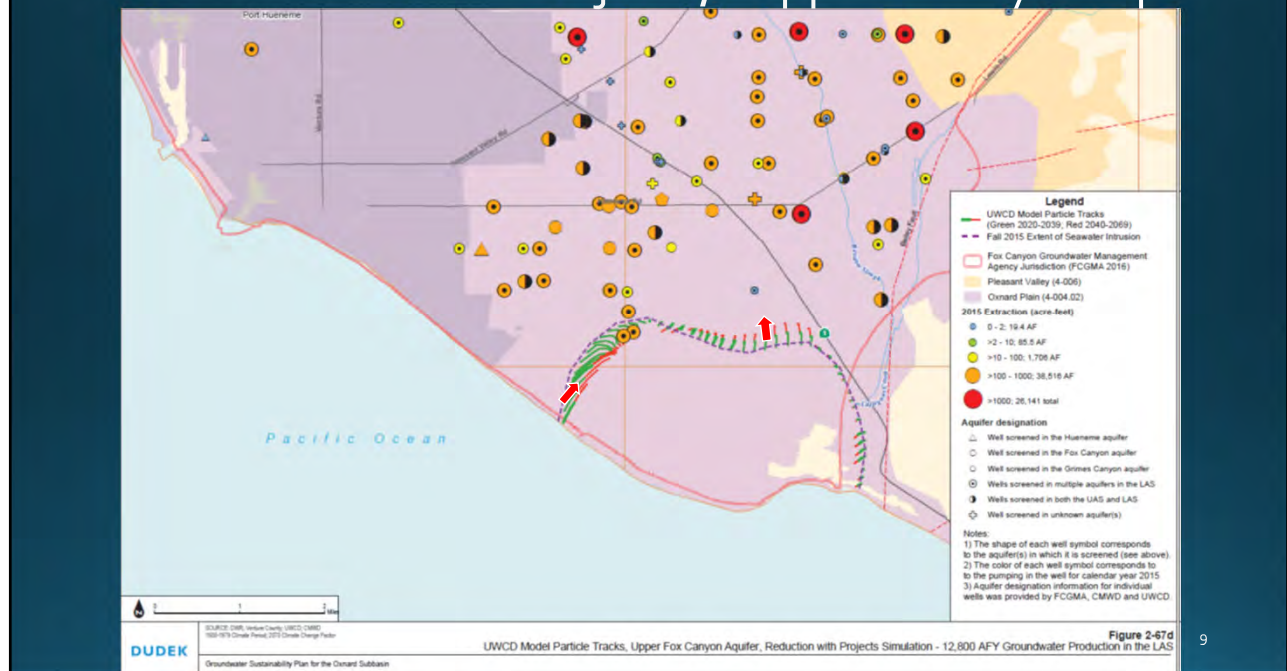
7

New Projects with Historical Demand, Hueneme Aquifer



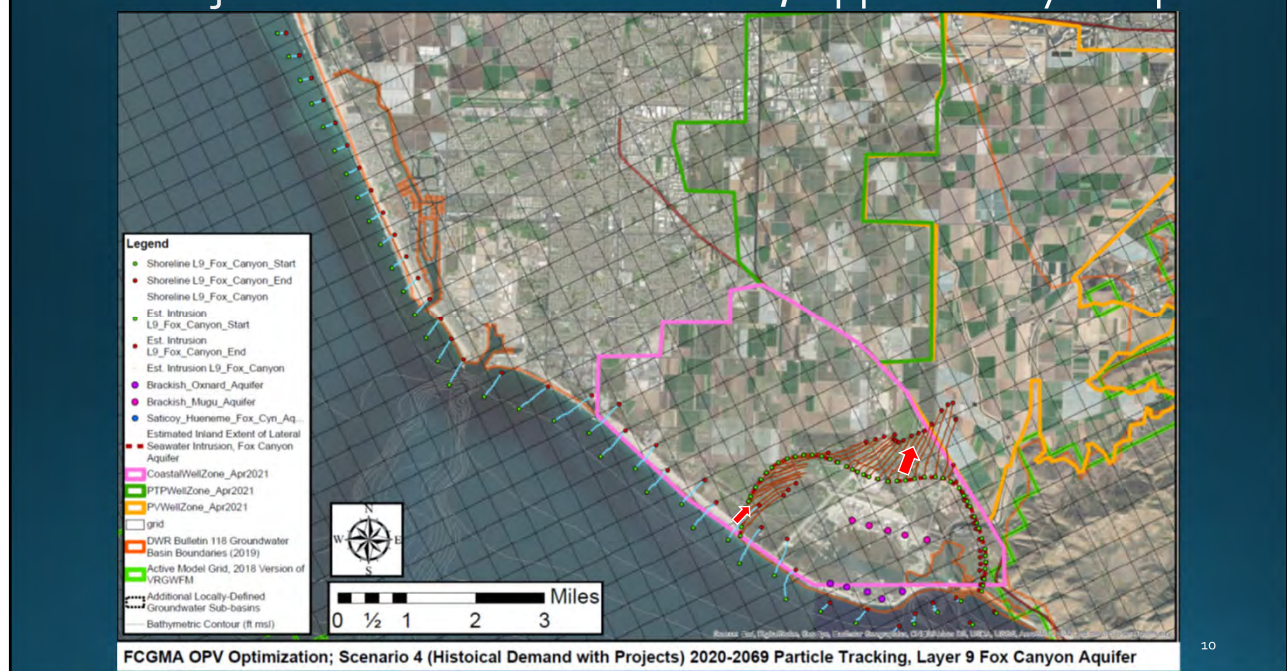
8

GSP "Reduction with Projects," Upper Fox Cyn. Aquifer



9

New Projects with Historical Demand, Upper Fox Cyn. Aquifer



10

Summary

- New projects **mostly** prevent seawater intrusion while meeting historical water demands, **but**:
 - Some continuing seawater intrusion in Lower Aquifer System (LAS) at Port Hueneme and Point Mugu
- Some inefficiencies are apparent under current project configuration
 - Especially recycled water

11

11

Potential Modifications to Project Scenarios

- Adjust projects to stop seawater intrusion in LAS at Port Hueneme and Point Mugu
 - Expand brackish water extraction and treatment?
 - Expand “no pumping” zone in southern Oxnard and PV basins?
- **This scenario was just the first iteration!**
 - It's **mostly** effective at achieving sustainability goals
 - It also meets 100% of current demand

12

12

Questions?

13



Regional Flow Model Conversion to Density-Dependent Transport Model

Senior Groundwater Modeler

Jason Sun, PhD, PE

June 9, 2021

1

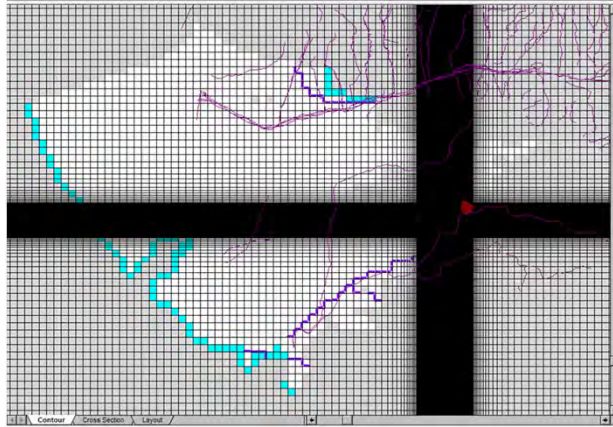
Density-Dependent Transport Model

- UWCD Model uses **MODFLOW-NWT** recently updated in 2020 (released in 2011)
- UWCD Model will be converted into the density-dependent transport model
- **SEAWAT** (released in 1998) was proposed
- **MODFLOW-USG** (released in 2013) will be used

Model	SEAWAT	MODFLOW-USG
Latest Update	2012	Current
Technical Support	Little to none	Available
Compatibility with flow model	Backward	Full
Model Refinement	Rigid	Flexible
Water level variation (wet/dry cells)	Poor	Good

2

Numerical Model Refinement



The simulation run time increases from 20 minutes to 14 hours

SEAWAT

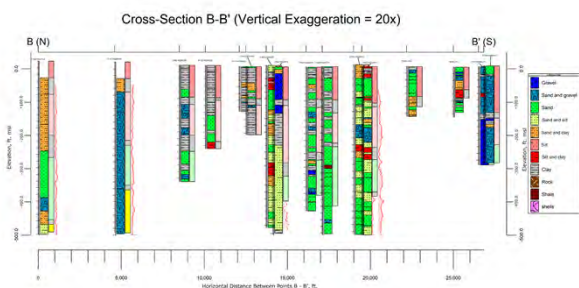


MODFLOW-USG

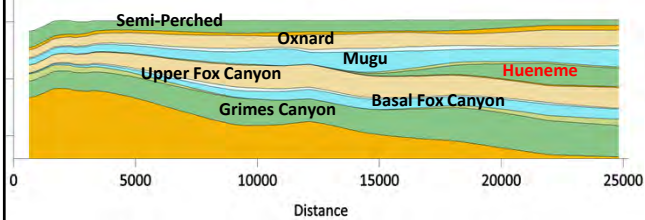


3

New Mugu Area Cross-Sections

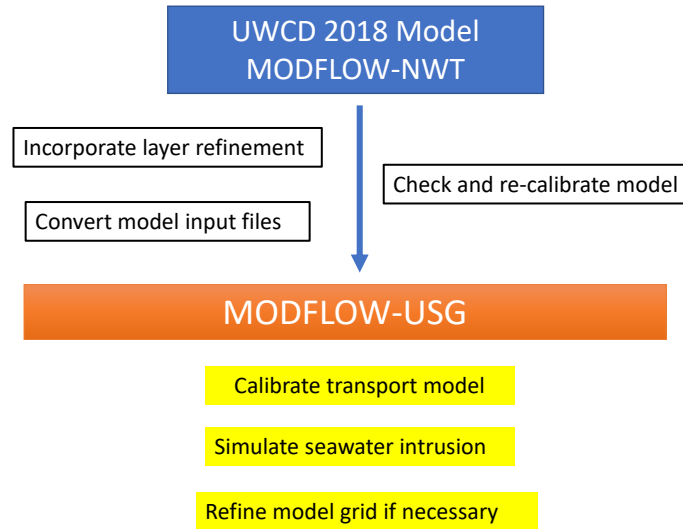


Profile 6

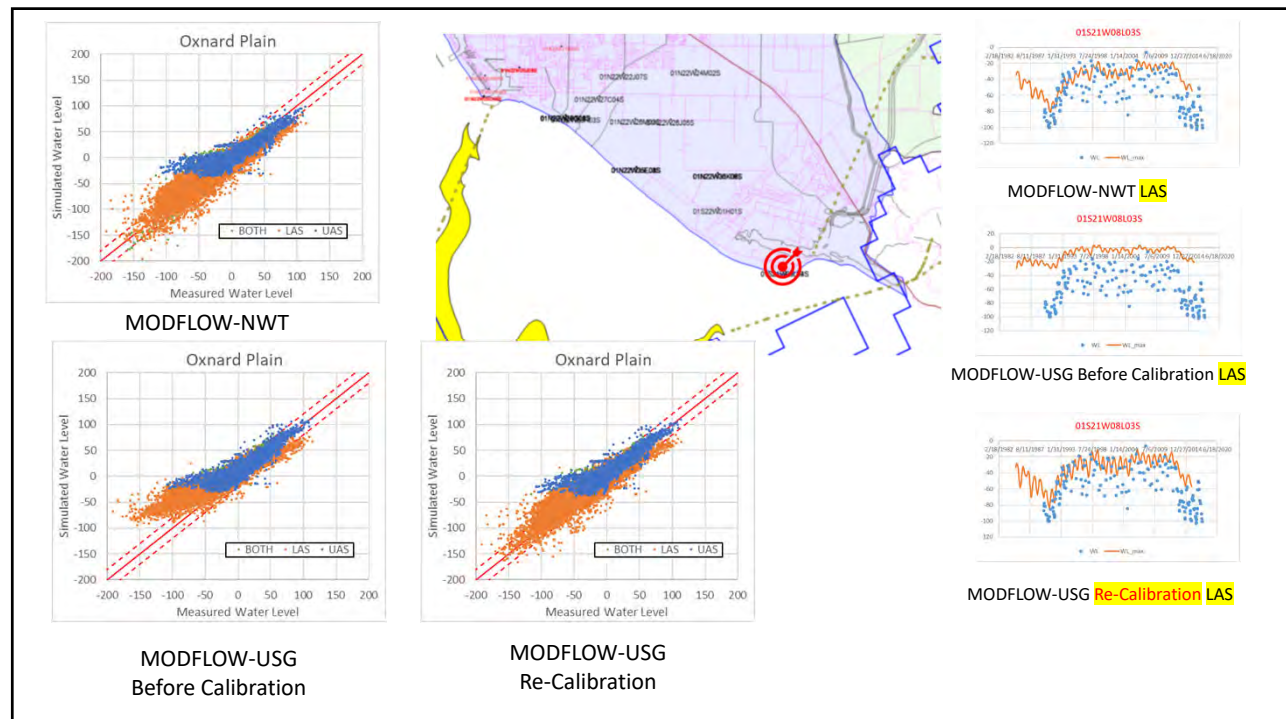


4

Numerical Model Conversion



5



6

UWCD Groundwater Models

Models	2018 Model	2020 Model	MODFLOW USG
Area	Coastal Plain Basins	Coastal Plain and SCR river basins	Coastal Plain Basins
Simulation Period	1985 - 2015	1985 - 2019	1985 - 2015
Time Step	Monthly	Daily	Monthly / Daily
Applications	Groundwater Flow	Groundwater Flow and SCR stream	Flow, Transport, Density Dependent

7

Questions/Comments

8



United Water
CONSERVATION DISTRICT

COASTAL BRACKISH GROUNDWATER EXTRACTION & TREATMENT



Leadership Meeting No. 3
May 26, 2021

Mauricio E. Guardado, Jr.
General Manager
United Water Conservation District

Captain Jeff Chism
Commanding Officer
US Naval Base Ventura County

1



United Water
CONSERVATION DISTRICT



Introductions

2

Project Objectives

- ◆ Combat Seawater Intrusion
- ◆ Enable NBVC to Meet its Water Security Goals
- ◆ Increase Resilience of Regional Water Supplies (create a New drought-proof supply)
- ◆ Increase Sustainable Yield of Oxnard and Pleasant Valley Basins
 - ◆ California Code of Regulations requires sustainable basin conditions within 20 years

3

Naval Base Ventura County Overview

- Purpose and Coordination
 - Purpose: Obtain Navy approvals to move forward with support of United's Brackish Groundwater Extraction and Treatment Plant project at Point Mugu, NBVC
 - Decision Level: REGCOM
 - Navy Coordination: CNRSW, Real Estate, Legal, FEC SW Ops, & NBVC PWD
 - Project supports compliance with CA Sustainable Groundwater Management Act
 - Enables long-term water resilience without Military Construction (MilCon) funding (saves the taxpayers time and money)
 - Minimal risk to Navy - Owned, Operated, and Maintained by United
- Project Overview (Navy)
 - Completion of the Coastal Brackish Groundwater Prop 1 study yields support by the regulatory agencies where the science and engineering appears feasible
 - Full permitting and agency approvals will still be needed
 - If Prop 1 yields regulatory support, the Navy considers a long-term real estate agreement to complete the project
 - Long-term water source for both NBVC Point Mugu and Port Hueneme

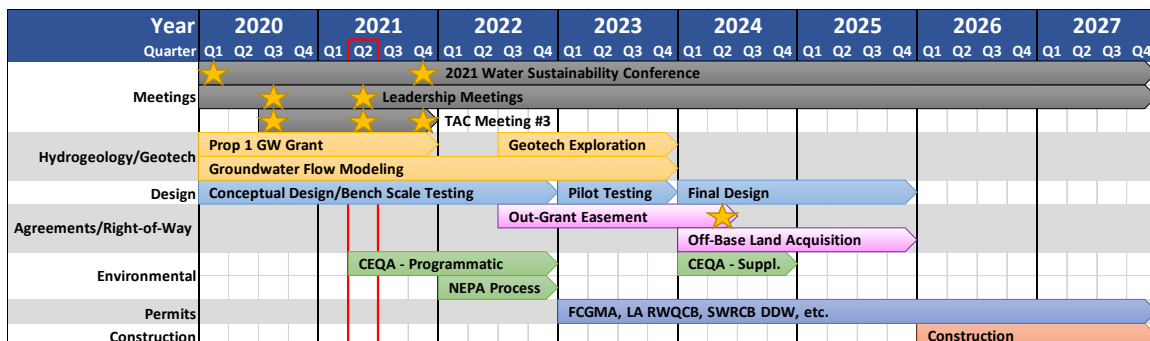
4

Recommended Way Ahead

- **Step 1:** REGCOM signed a Letter of Support
 - Support is essential for United to continue project development, planning, and securing funds
 - Letter of support was reviewed by NBVC, NRSW, Legal, and Real Estate prior to signature
- **Step 2:** USN enters into a long-term real estate agreement for land at Point Mugu to support the Brackish Groundwater Extraction and Treatment Project
 - Science and engineering must be sound and approved by regulatory agencies (CA EPA and Groundwater agencies) to move forward
 - Contingent upon United successfully gaining required approvals to implement their project
 - Outgrant Easement is best-suited real estate mechanism
 - Approval Level: ASN EI&E
 - In-Kind Consideration to the Navy is included in easement
- **Additional Navy Actions**
 - NEPA and other permitting requirements
 - Coordinate tactical-level details for design, construction and operation of plant (e.g., base access)

5

Overall Project Outlook



6

6-Month Outlook

United team action items:

- Complete hydrogeological flow model / Prop 1 feasibility study
- Determine potential geologic data gaps
- Plan for potential geotechnical exploration
- Continue and expand special groundwater sampling program
- Complete desktop conceptual design
- Prepare pilot test plan
- Start preparation of CEQA initial study

Navy team action items:

- Continue efforts related acquisition of real-estate at NBVC Point Mugu
- Determine agreement options for utilizing SDTF
- NEPA and permitting planning in conjunction with CEQA process

7

Overall Project Financials

- United budgeted:
 - \$400k in FY 20-21 for design, ROW acquisition, CEQA and permits
 - \$585k in FY 21-22 for design, geotech, CEQA and permits
- Conceptual-Level Capital Cost Estimate

	Plant Capacity			
Raw Water Capacity (AFY) ⁽¹⁾	5,000	10,000	15,000	20,000
Total Project Costs ⁽²⁾⁽³⁾	\$138,000,000	\$196,000,000	\$249,000,000	\$299,000,000

1. Assumes 70% recovery
2. Includes 30% contingency
3. Accuracy is +50%, -30% (Class 4 AACE Estimate)

- Funding sources - combination of Federal, State and local grants, low-interest loans and bonds.

8



Information Item:

Water Resources Department Updates

June 9, 2021

1

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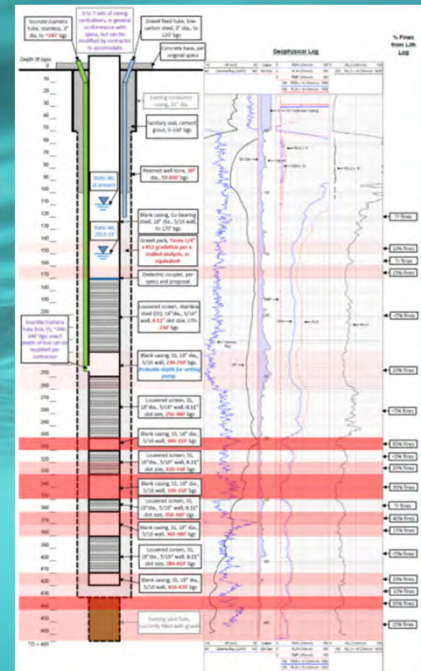
Major Departmental Activities

- Model documentation nearly complete
- Brackish-Water model refinements are under way:
 - Converting to unstructured grid and adding solute transport function
 - Conducted TAC meeting #2 for Prop 1 Grant (5/19/21)
 - Meeting with Navy leadership (5/26/21)
- Model application:
 - Hydrologists developed daily surface water routing tool for project coordination
 - Continue optimizing potential water-supply projects
- Ongoing monitoring activities, data management, public interaction

2

2

New El Rio Well #19 Location and Design



3

New El Rio Well #19 Development and Pumping Tests



4

QUESTIONS?



5



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

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
SPECIAL BOARD MEETING

Thursday, June 24, 2021 at 9a.m.

**United Water Conservation District Headquarters
Boardroom, 1701 N. Lombard Street, Oxnard CA 93030**

*This is a special meeting of the Board of Directors called in accordance with
Government Code 54956. Other than the listed agenda items,
no other business will be considered by the Board of Directors.*

Board Members Present

Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Mohammed A. Hasan
Lynn E. Maulhardt
Edwin T. McFadden, III
Daniel C. Naumann

Staff Present

Mauricio E. Guardado, Jr., general manager
David D. Boyer, legal counsel
Brian Collins, chief operations officer
Dan Detmer, supervising hydrogeologist
Anthony Emmert, assistant general manager
Joseph Jereb, chief financial officer
John Lindquist, senior hydrogeologist
Josh Perez, human resources manager
Linda Purpus, environmental services manager
Kris Sofley, executive assistant/clerk of the board

Public Present

Brian Wheeler, AALRR

1. FIRST OPEN SESSION 9:01a.m.

President Mobley called the Special Board meeting to order at 9:01a.m.

Public Comments

President Mobley asked if there were any public comments. None were offered. He then asked District's Legal Counsel David Boyer to report on the item being discussed by the Board in Executive (Closed) session.

Mr. Boyer reported that pursuant to Government Code Section 54956.9(d)(2), the Board would be discussing one case of significant exposure to litigation.

President Mobley adjourned the meeting to Executive Session at 9:02a.m.

2. EXECUTIVE (CLOSED) SESSION 9:02 A.M.

A. Conference with Legal Counsel-Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): one (1) case.

3. SECOND OPEN SESSION AND CALL TO ORDER 10:24 A.M.

President Mobley called the second open session of the Special Board meeting to order at 10:24a.m.

A. Pledge of Allegiance

President Mobley asked Director McFadden to lead the group in reciting the Pledge of Allegiance.

B. Public Comment

President Mobley asked if there were any public comments. None were offered. He then asked District's Legal Counsel David Boyer to report out of Executive Session.

C. Oral Report Regarding Executive (Closed) Session

Information Item

District Legal Counsel David D. Boyer reported that the Board by unanimous vote of 7-0 authorized legal counsel to file a response to the complaint/petition in the case of the OPV Coalition v Fox Canyon Groundwater Management Agency, Ventura Court Case No 56-2021-0055-375=CU-PT-VTA, and delegated to the General Manager authority for final approval of the responsive pleading filed on behalf of the District.

4. ADJOURNMENT 10:26 a.m.

President Mobley adjourned the meeting to the Regular Board Meeting of Wednesday, July 14, 2021, or the call of the President.

I certify that the above is a true and correct copy of the minutes of the UWCD Special Board of Directors meeting of June 24, 2021.

ATTEST: _____
Sheldon G. Berger, Secretary/Treasurer

ATTEST: _____
Kris Sofley, Clerk of the Board



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Maryam A. Bral, Chief Engineer

From: Kathleen Kuepper, Hydrogeologist
Bram Sercu, Senior Hydrologist

Date: July 1, 2021 (July 14, 2021, meeting)

Agenda Item: 3.B Groundwater Basin Status Report
Informational Item

Staff Recommendation:

The Board will receive and file this summary report from the Water Resources Department regarding activities for the month of June 2021.

Summary:

Spreading and Pipeline Deliveries for Month of June 2021

Location	Amount (acre-feet)
Saticoy	143
Noble and Rose Pits	
El Rio	
Piru	
Diverted at Freeman for Pipeline Deliveries	55
Saticoy/O-H Deep Wells Pumped for Ag Pipeline Deliveries	
Lloyd-Butler Diversion	34

Groundwater Basin Available Storage at End of Month of June 2021

Basin	Available Storage (acre-feet)
Oxnard Forebay	111,600

Precipitation for Month of June 2021

Location	Precipitation (inches)
Lake Piru	0.00
Santa Paula	0.00
El Rio	0.00

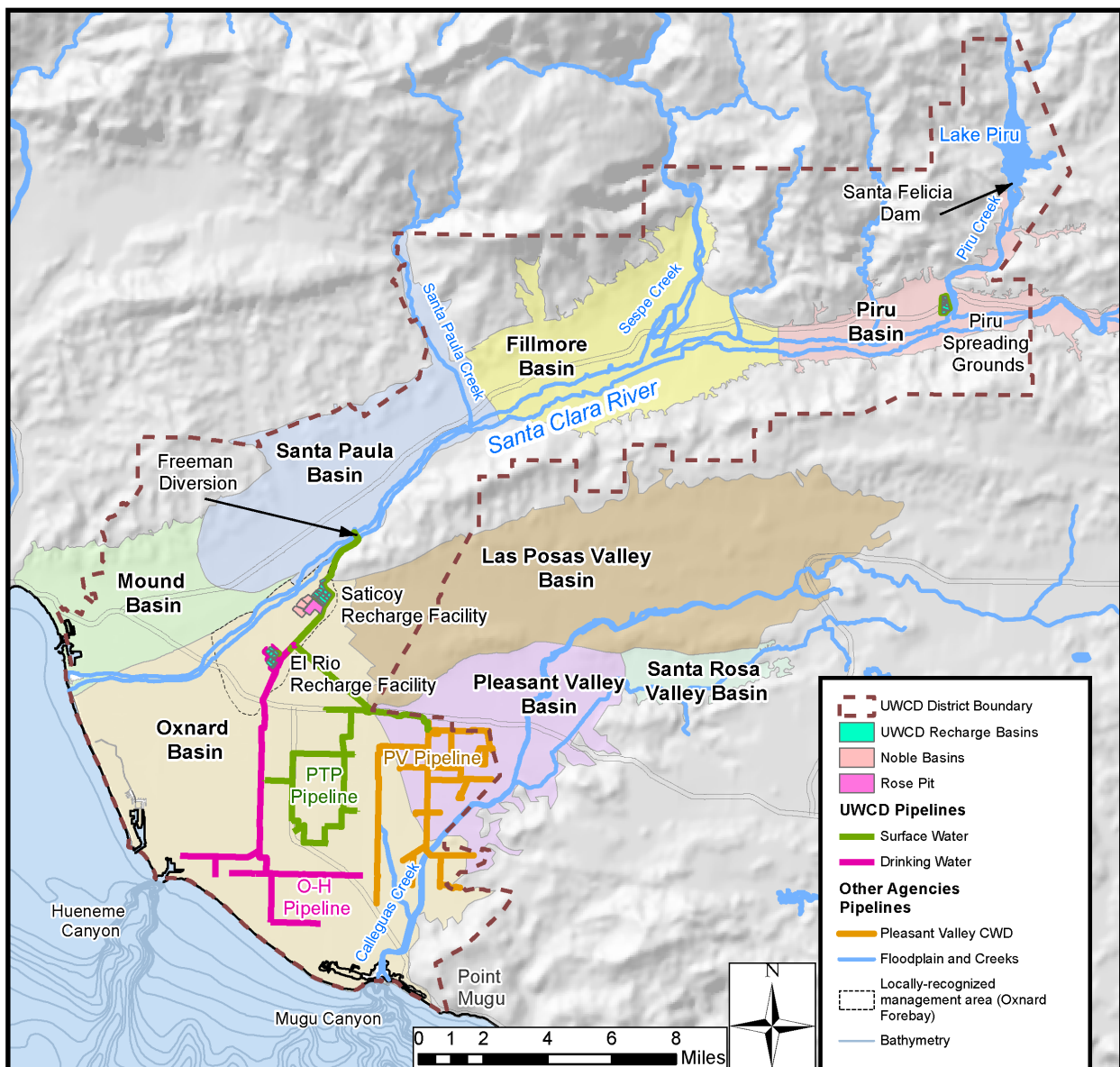


United Water

CONSERVATION DISTRICT

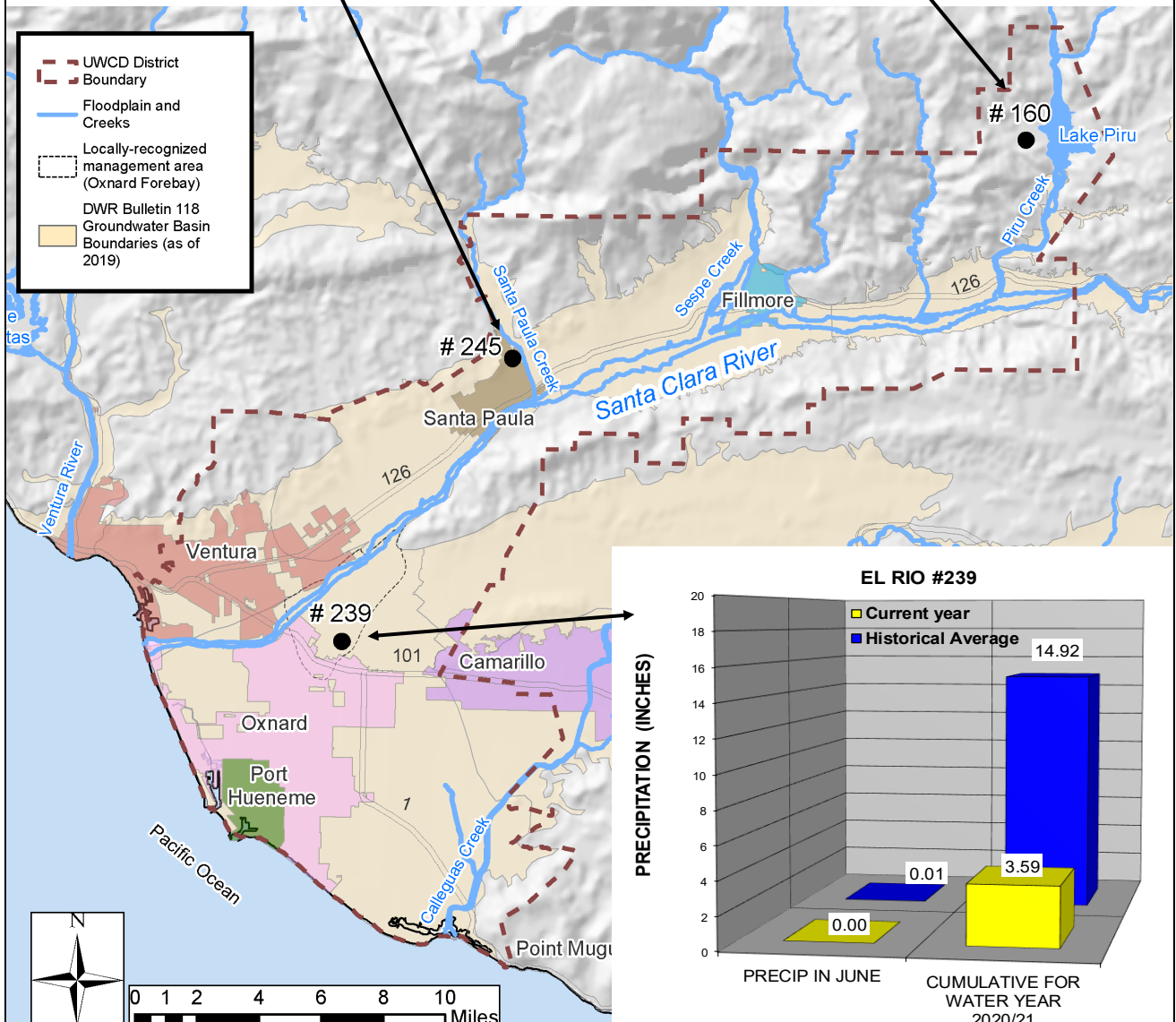
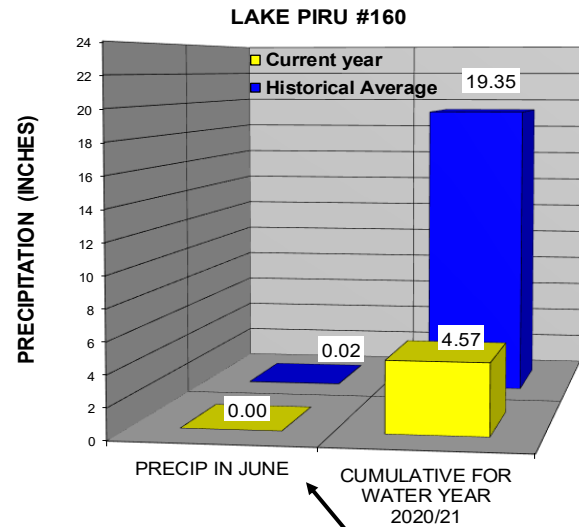
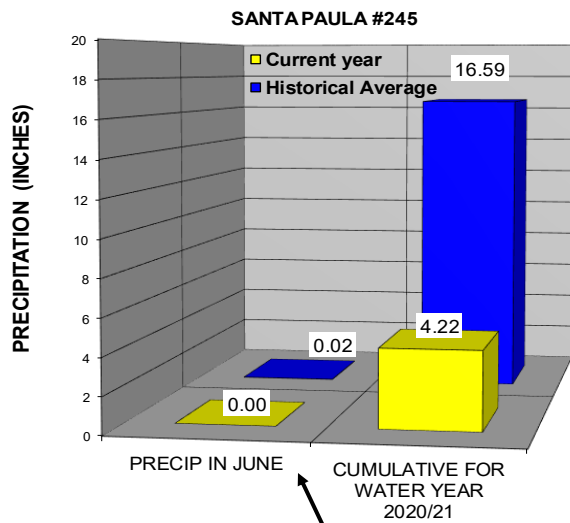
June 2021 Hydrologic Conditions Report 2020/21 Water Year

July 1, 2021



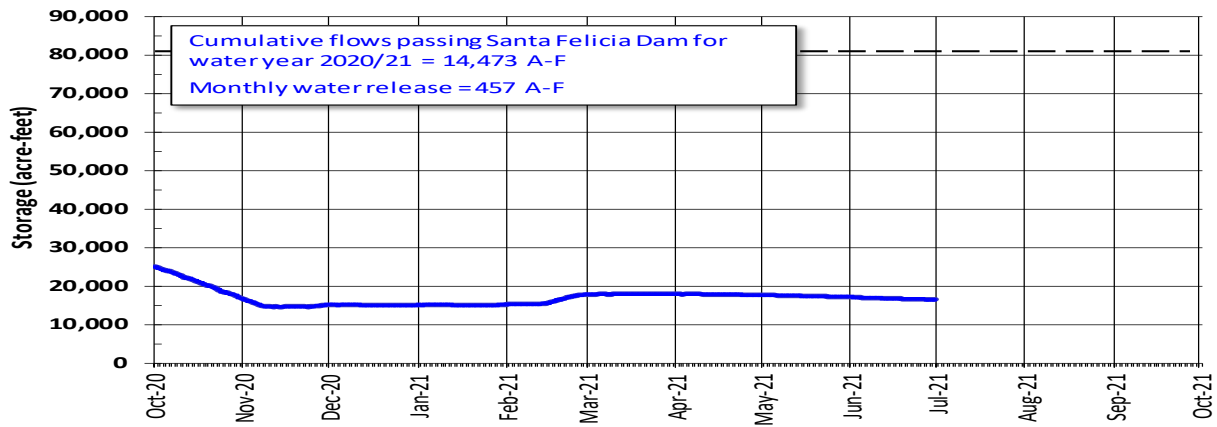
Note: This report may contain provisional data until final review at the end of the water year.

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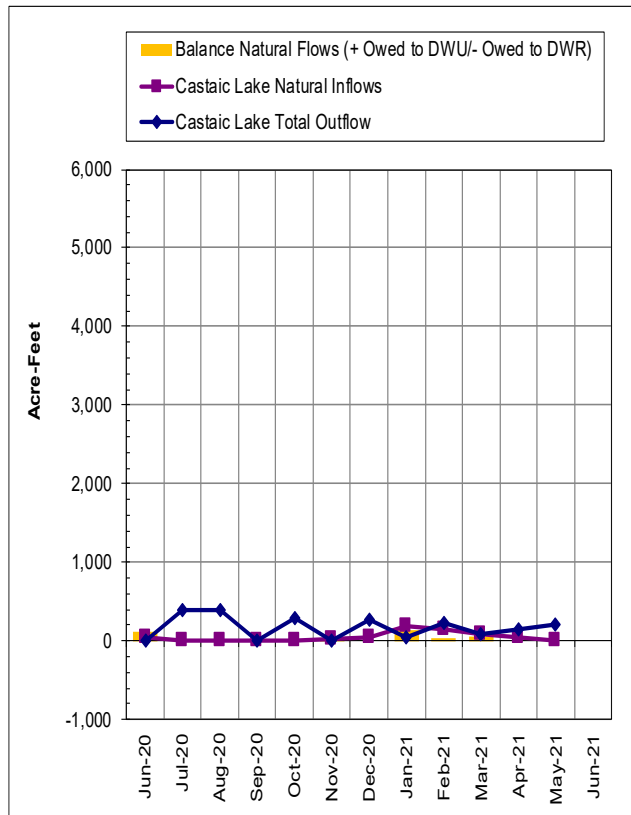
District-wide percent of normal precipitation = 24%

Lake Piru storage and outflow

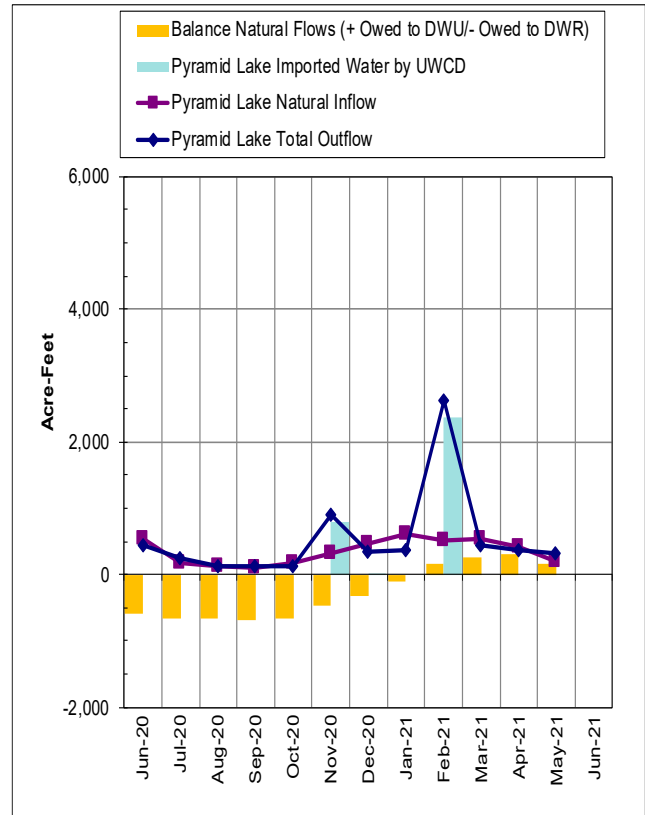


	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	4,345	214	0	0	0	0	0	0	0			
Cumulative Hydro Plant Outflow (A-F)	4,345	4,559	4,559	4,559	4,559	4,559	4,559	4,559	4,559			

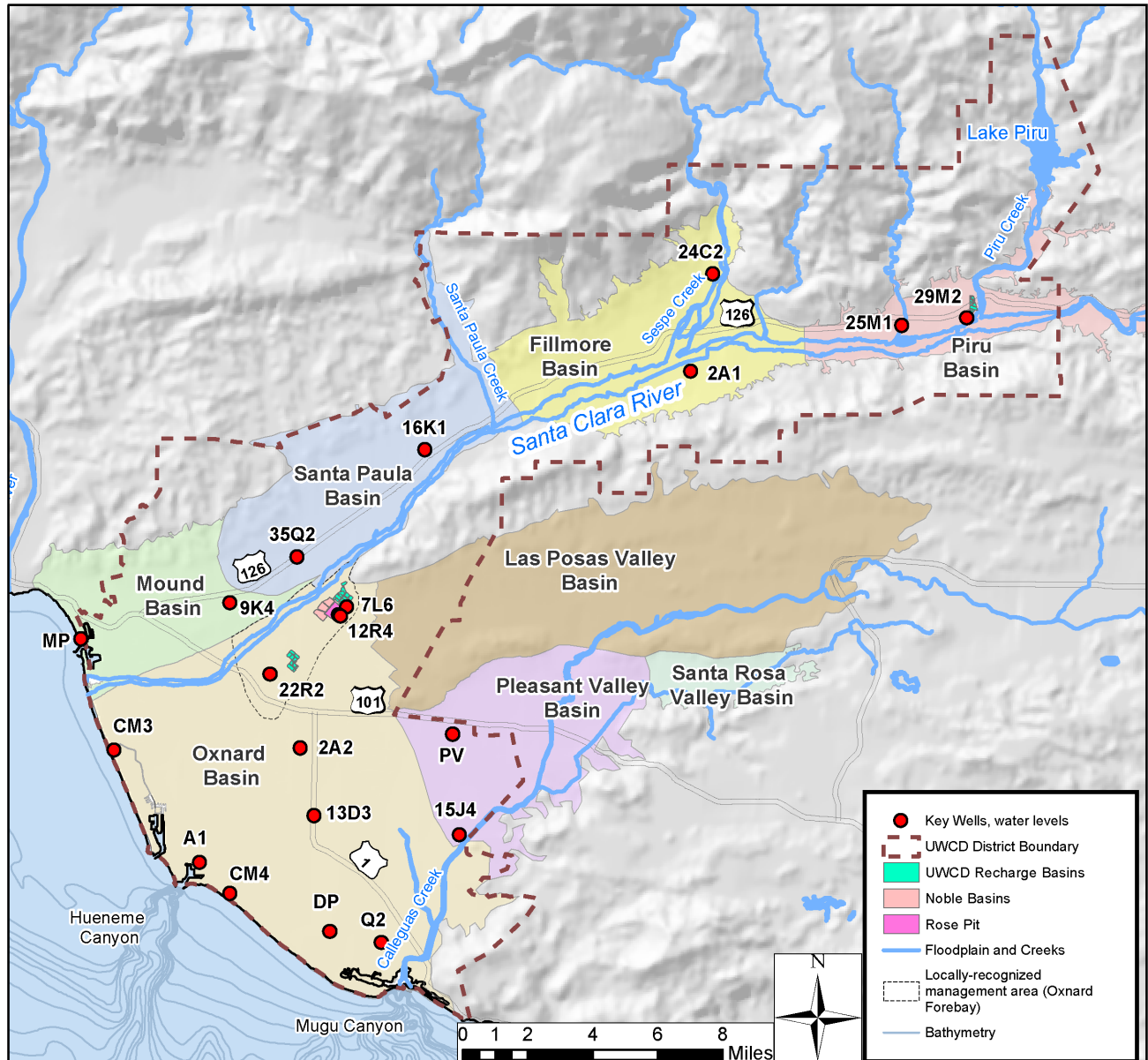
Castaic Lake releases to downstream water users (DWU)



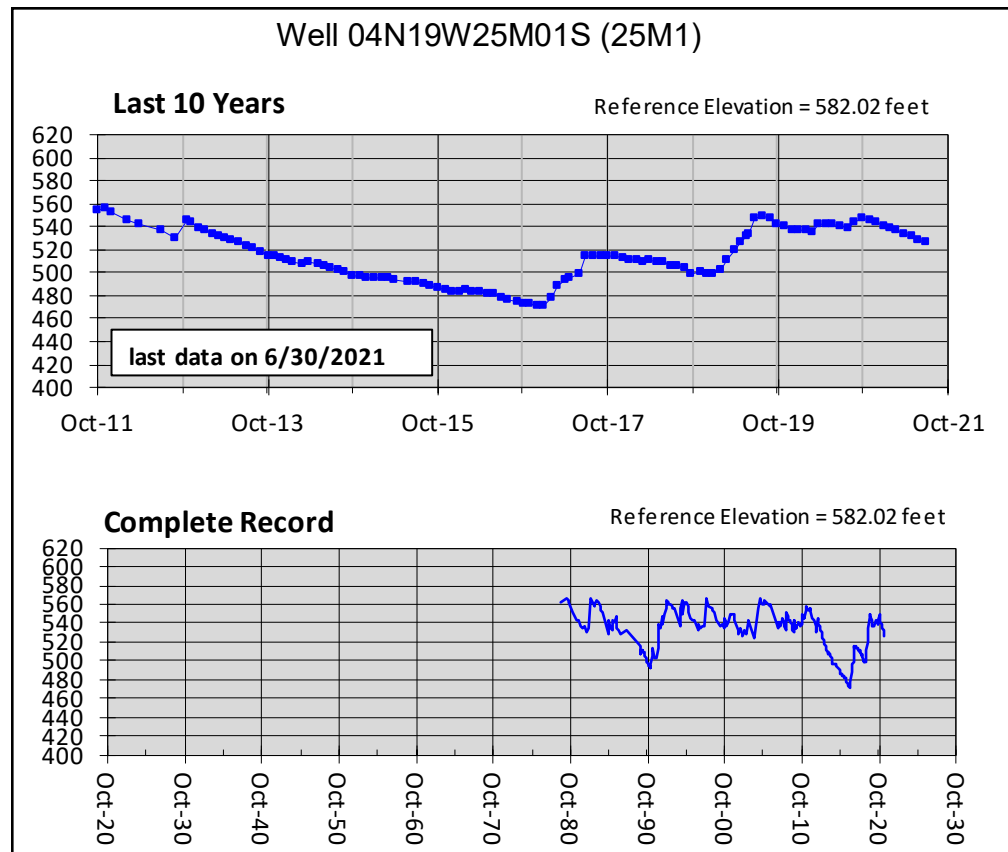
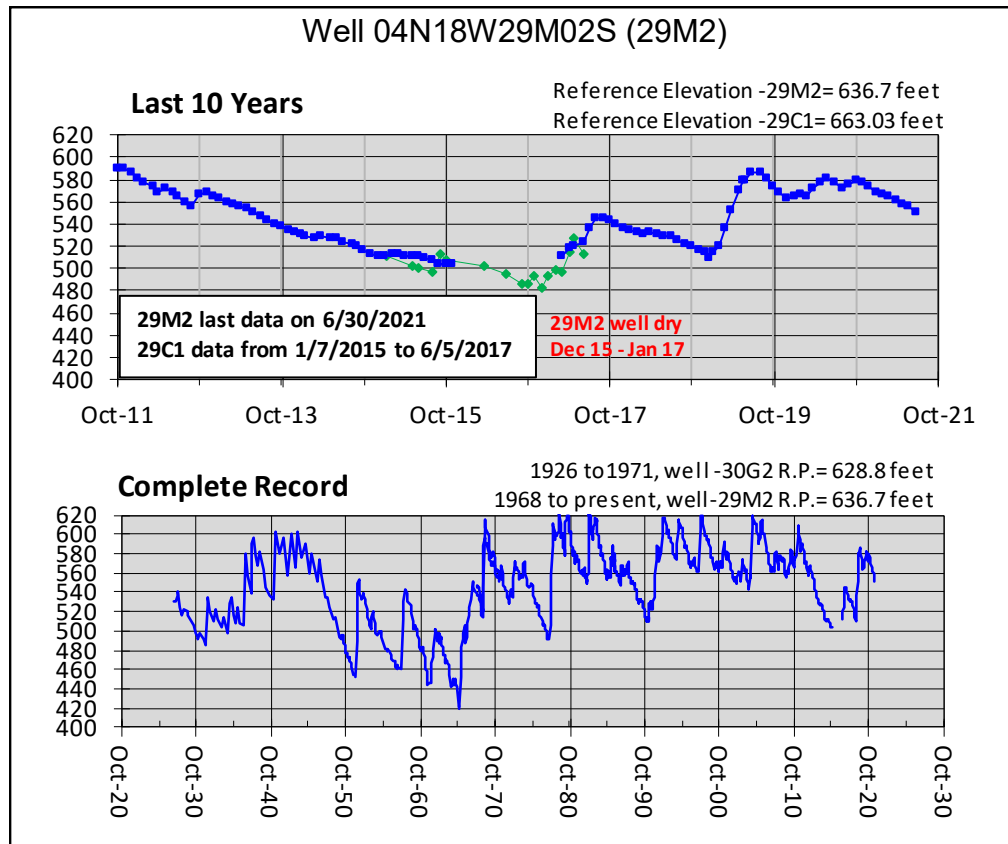
Pyramid Lake releases to UWCD



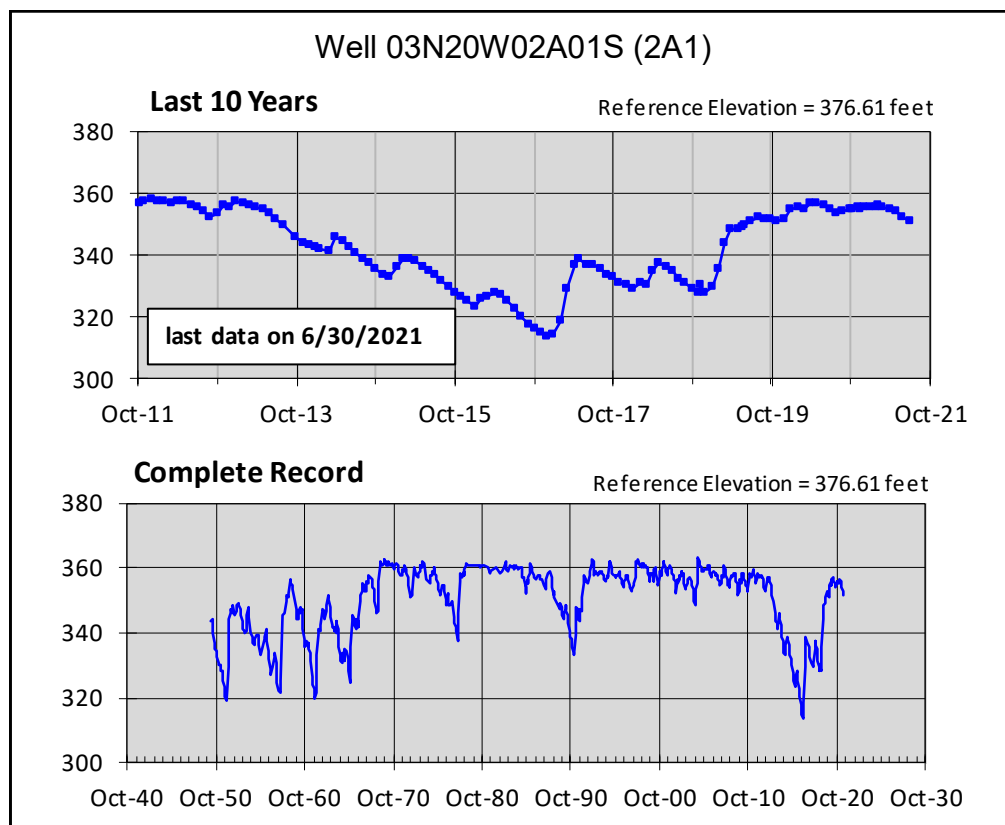
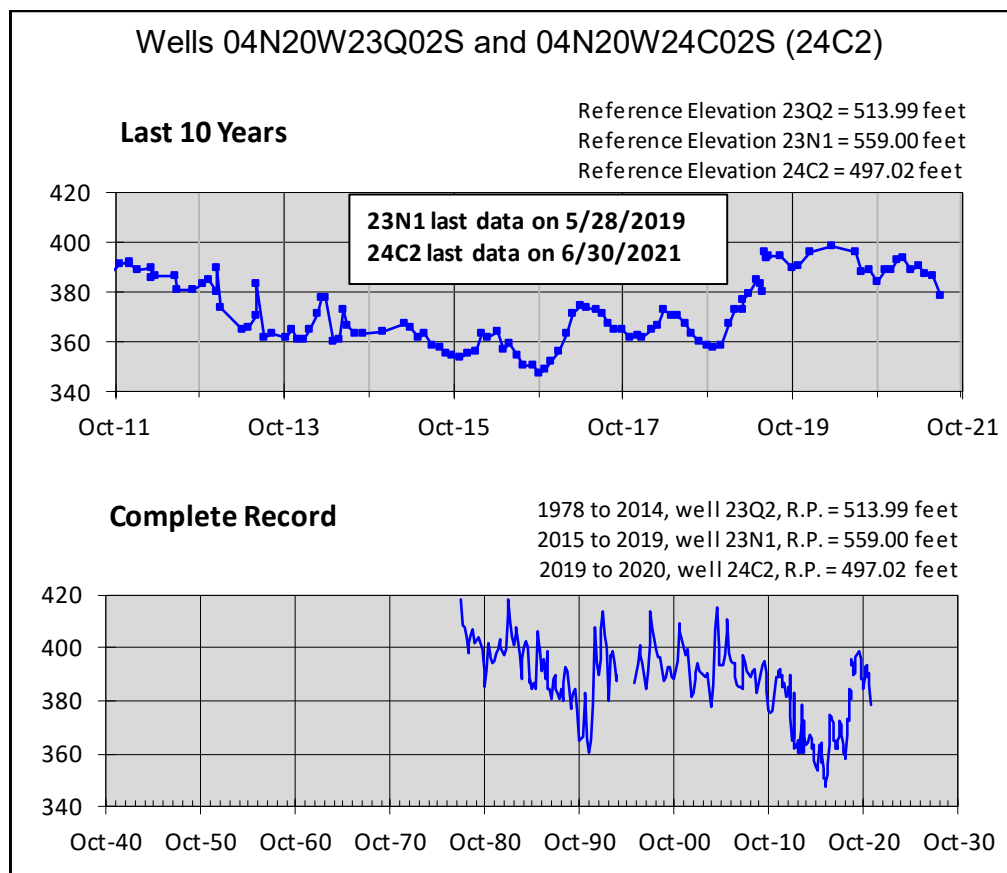
Locations of key wells, monthly groundwater elevation monitoring



Piru Basin Key Wells Groundwater Elevation Records

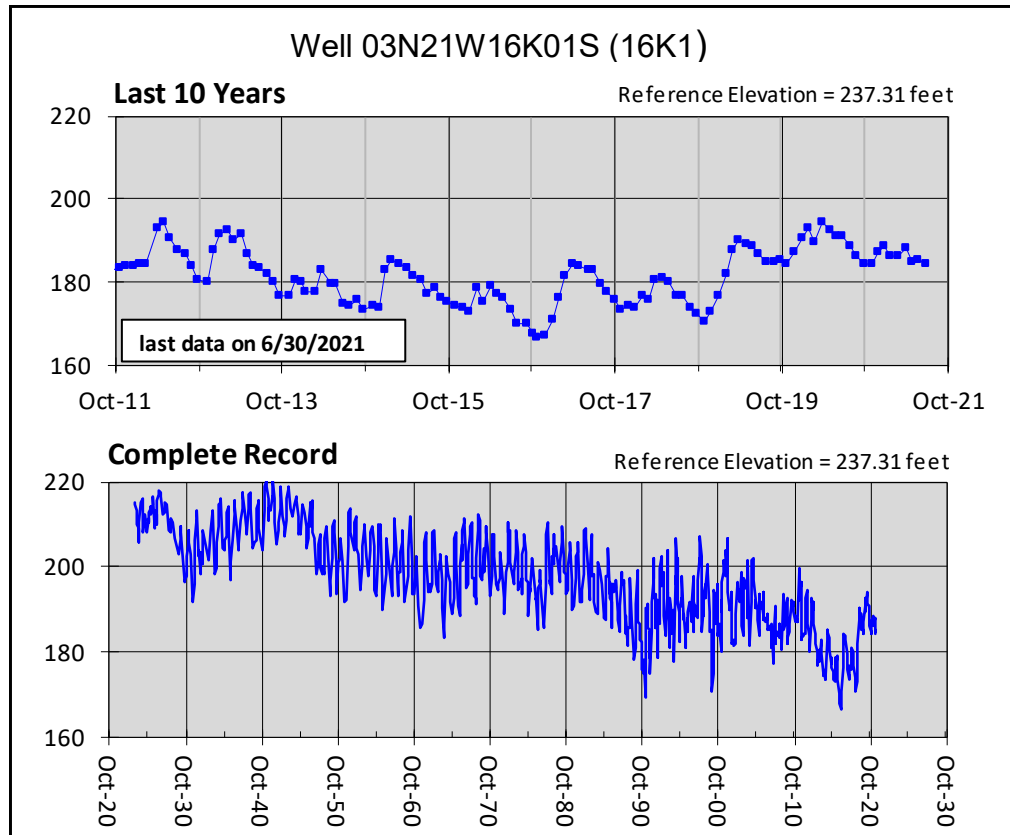


Fillmore Basin Key Wells Groundwater Elevation Records

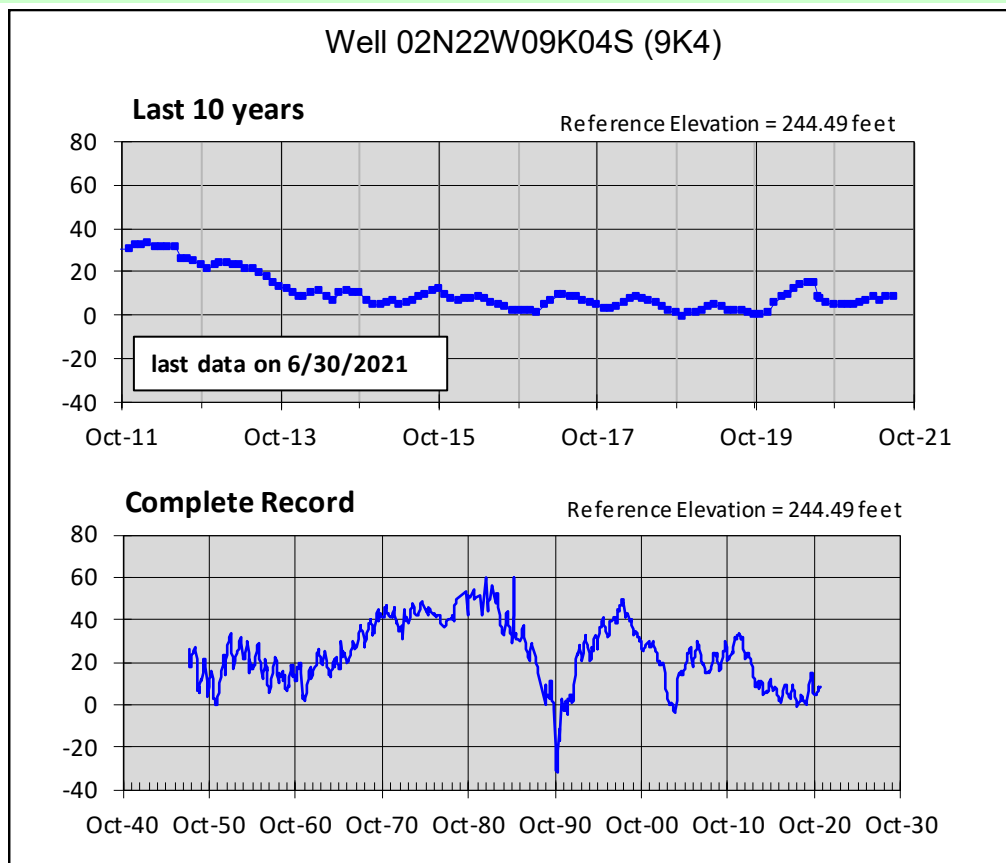


Groundwater Elevation Records

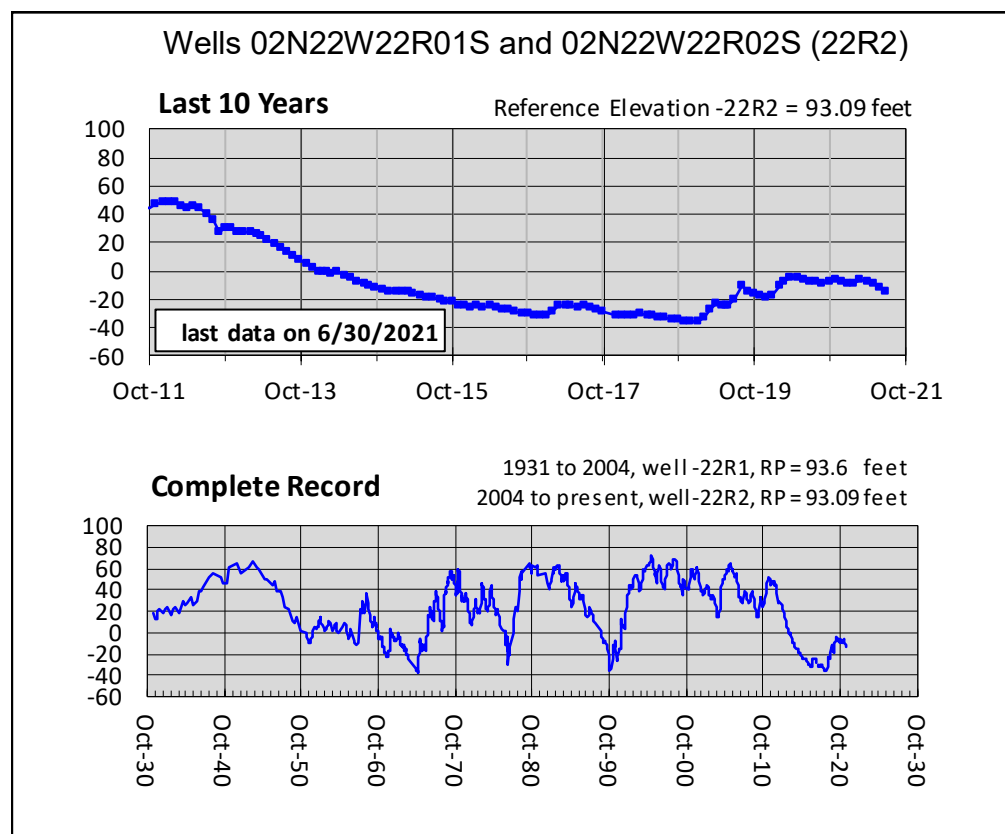
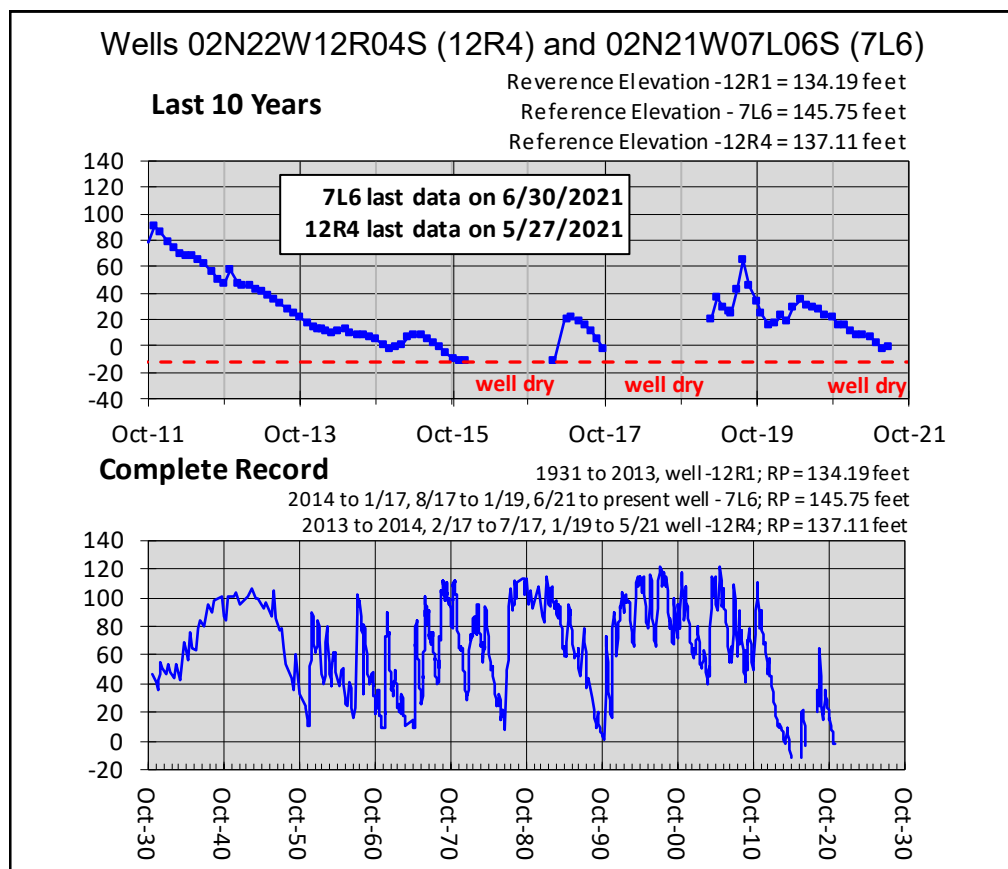
Santa Paula Basin Key Well



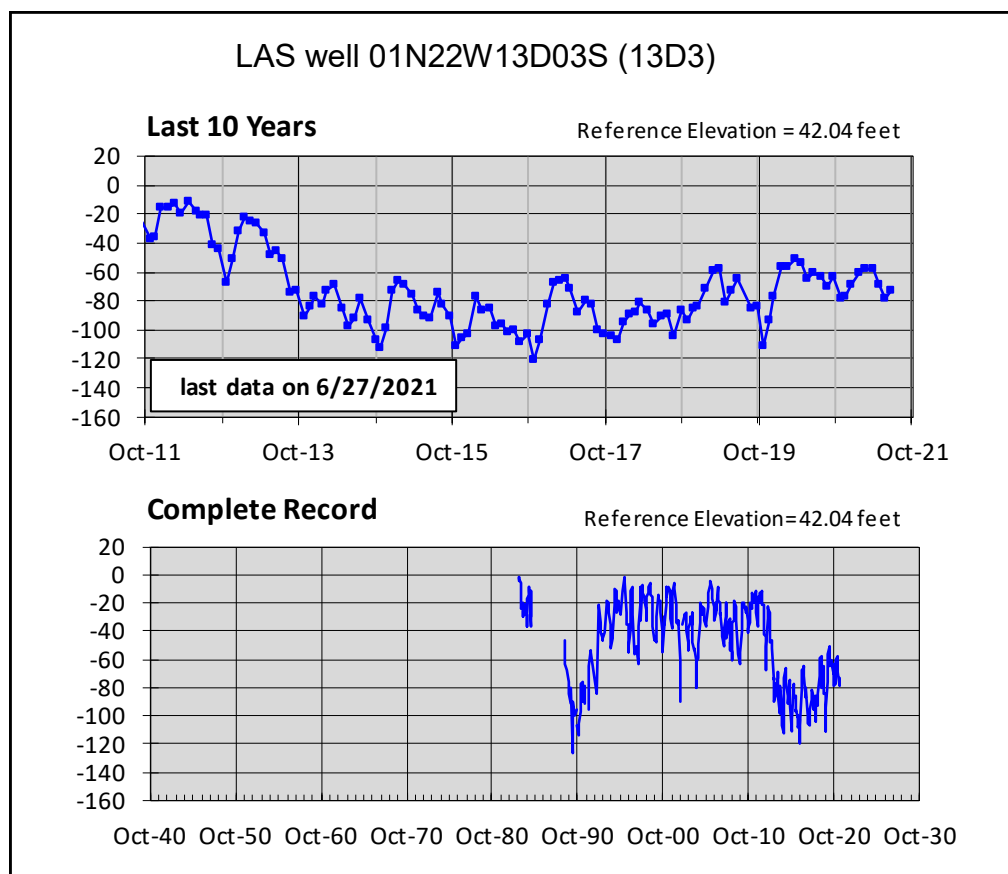
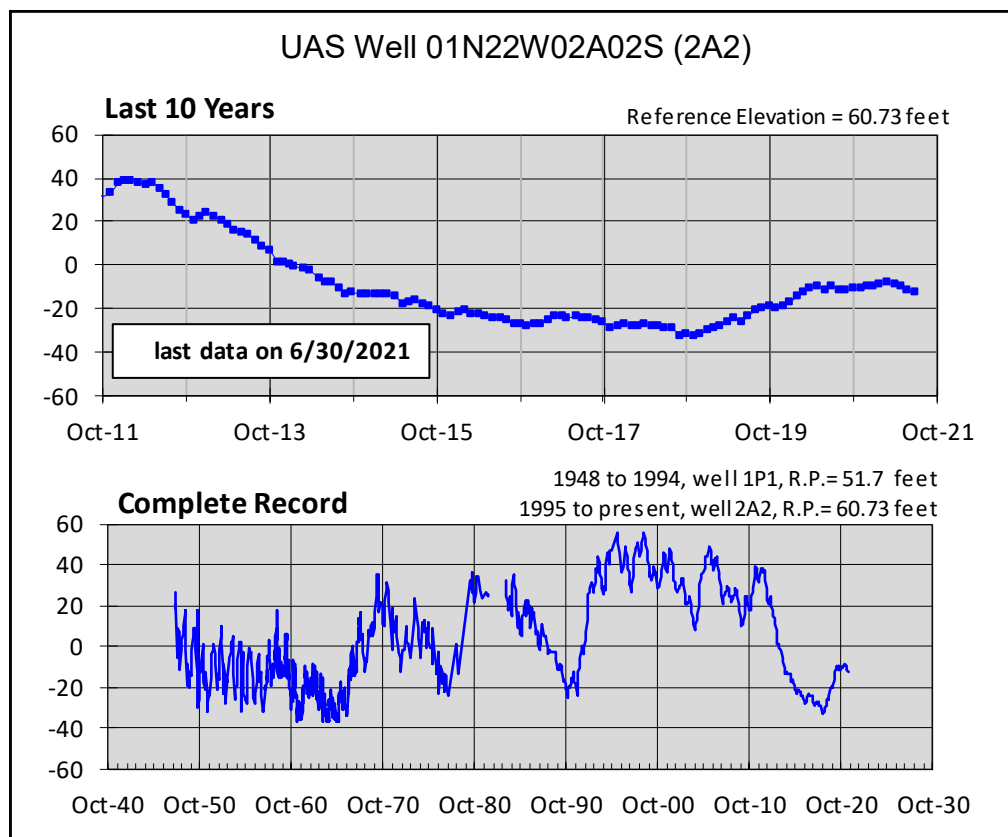
Mound Basin Key Well



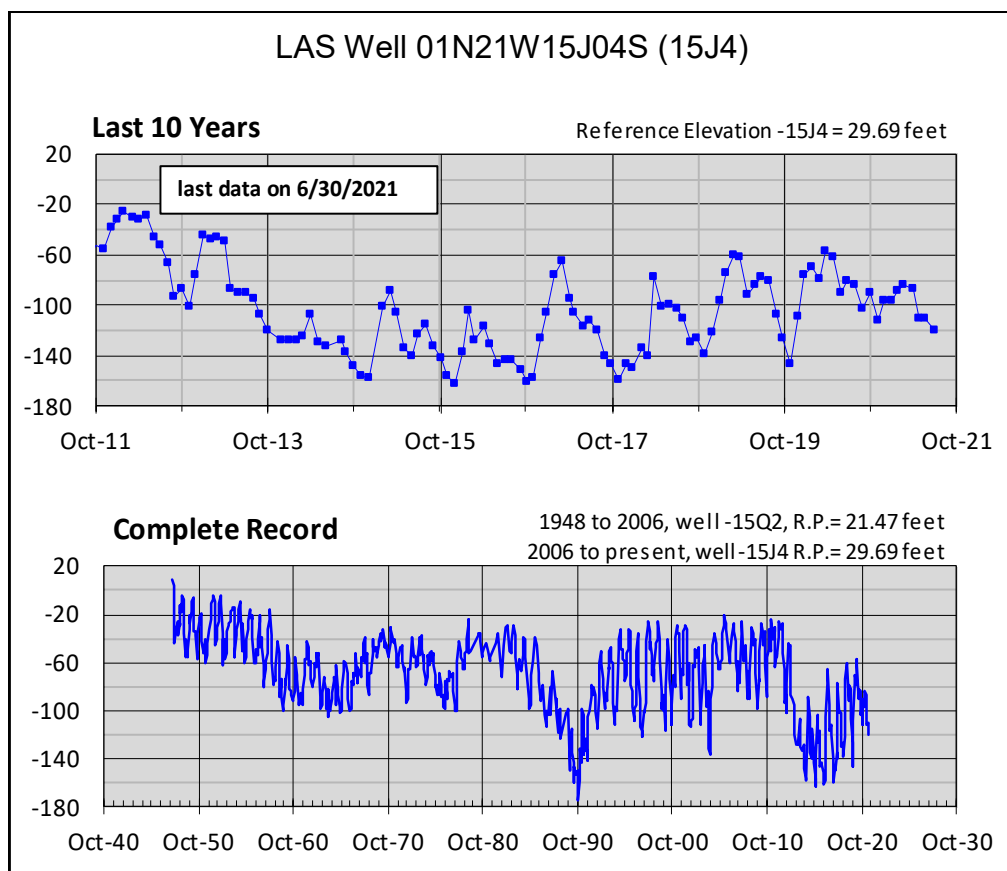
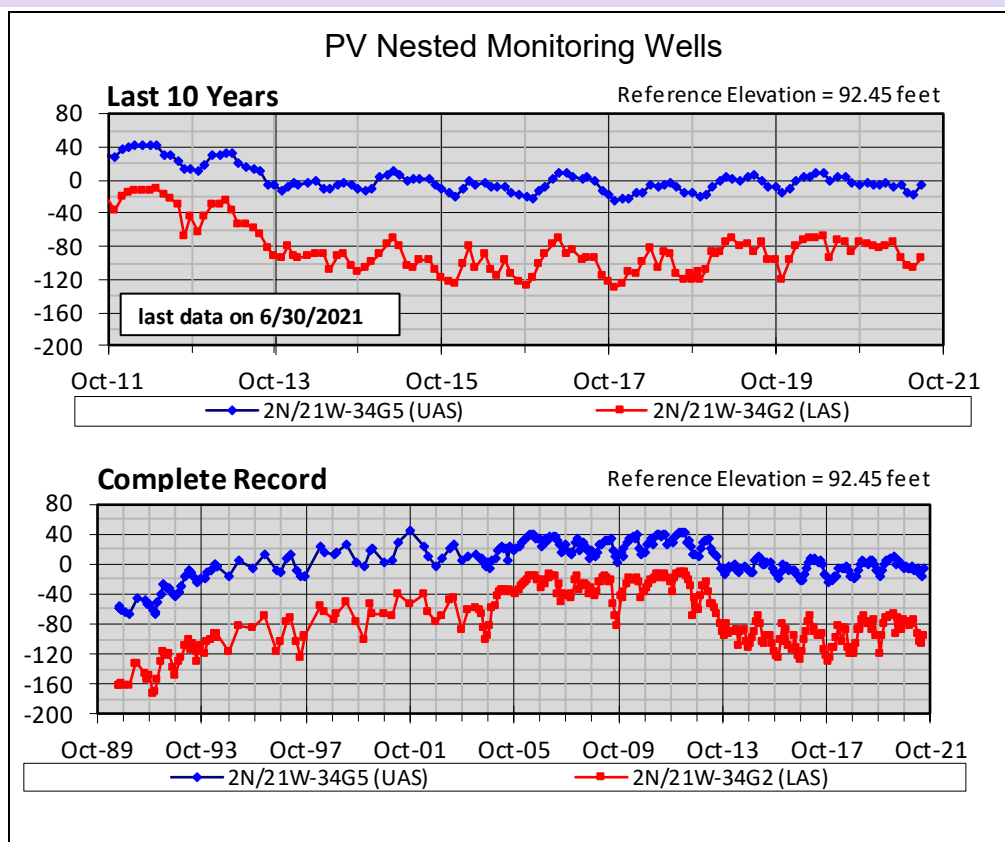
Oxnard Basin—Forebay Key Wells Groundwater Elevation Records



Oxnard Basin Key Wells Groundwater Elevation Records

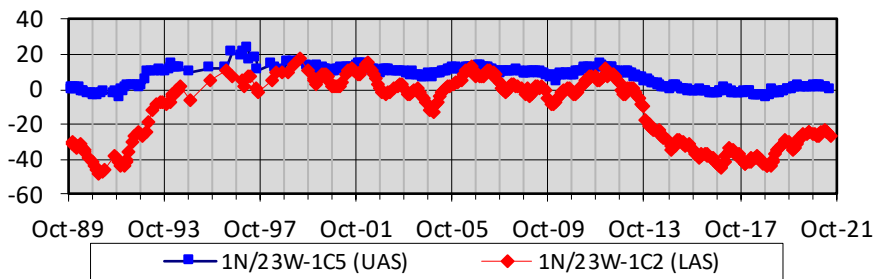


Pleasant Valley Basin Key Wells Groundwater Elevation Records

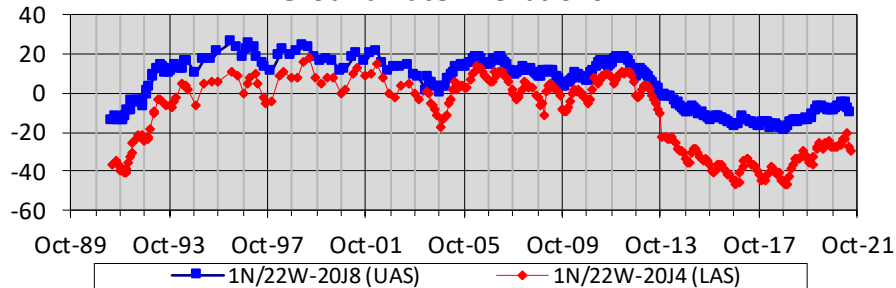


Oxnard Plain Coastal Key Wells—Nested Monitoring Wells

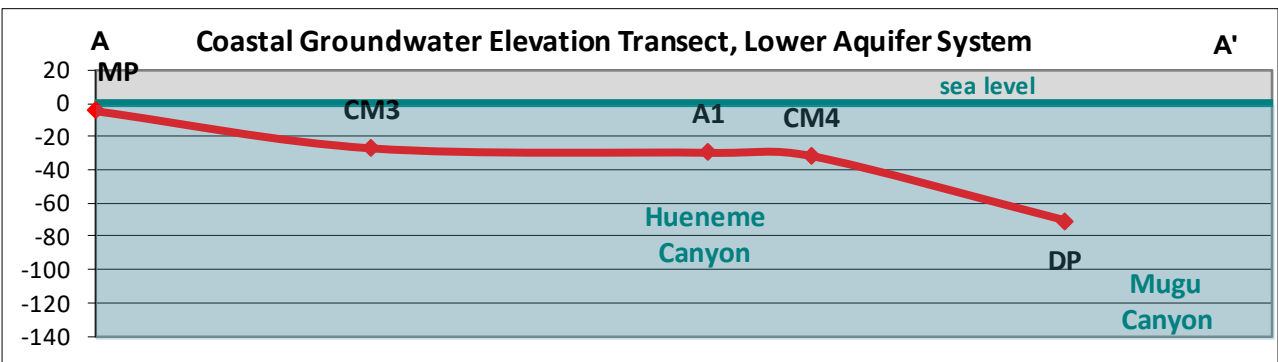
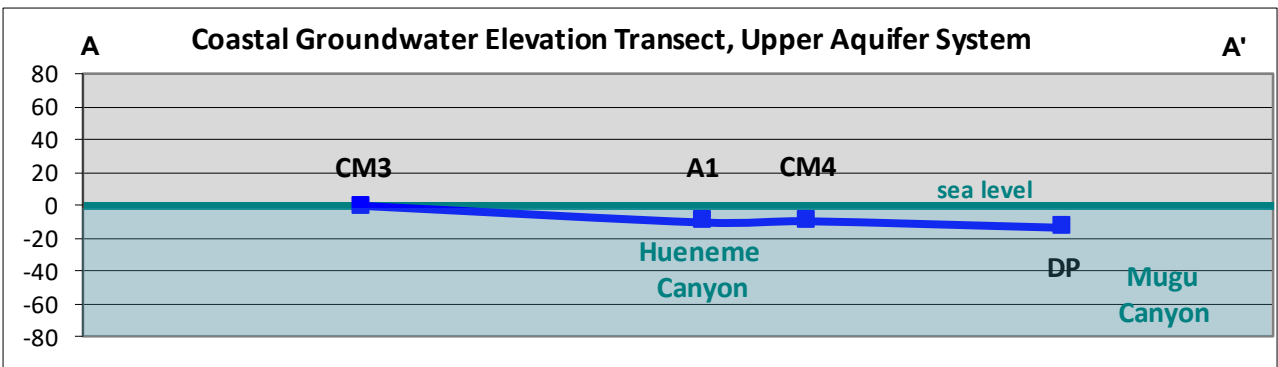
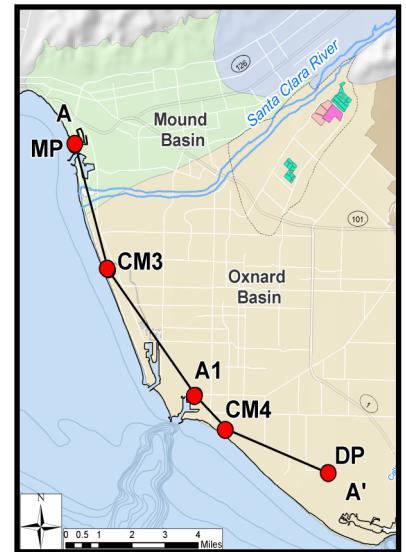
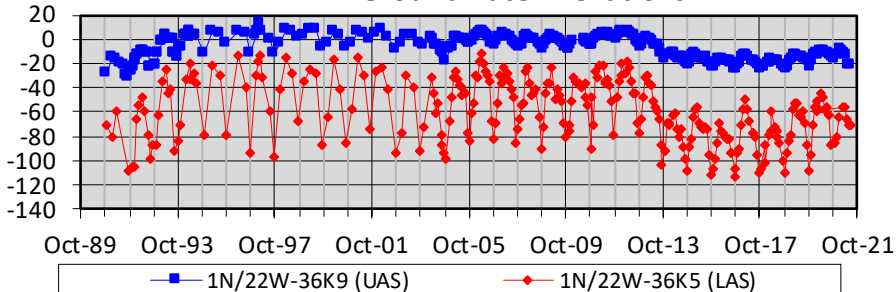
CM3 Groundwater Elevations



A1 Groundwater Elevations



DP Groundwater Elevations



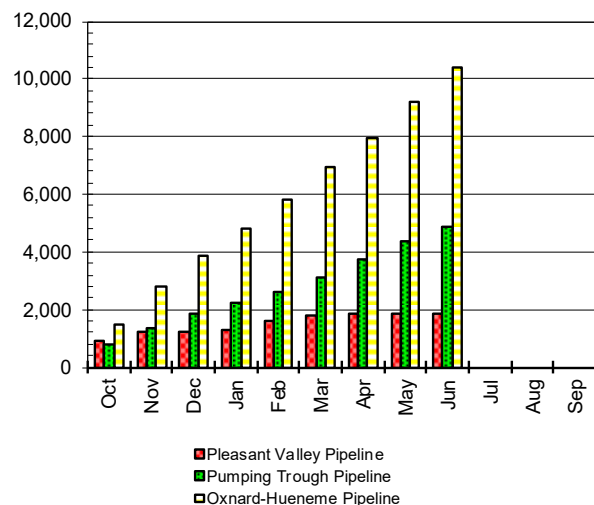
Monthly Water Deliveries, acre-feet (Water Year 2020/21)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	902.5	329.0	13.4	16.9	372.0	174.2	64.7	0.0	0.0			
PV Pipeline (saticoy well field)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total to Pleasant Valley Pipeline	902.5	329.0	13.4	16.9	372.0	174.2	64.7	0.0	0.0			
Saticoy Well Field	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
PTP (surface water)	783.7	422.6	483.9	390.7	410.6	473.4	459.5	343.1	55.2			
PTP (groundwater)	24.8	92.3	19.0	0.6	4.9	9.4	164.7	265.0	448.5			
PTP (Saticoy well field)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total PTP	808.5	514.9	502.9	391.3	415.5	482.8	624.2	608.1	503.7			
O-H Pipeline (groundwater)	1,503.0	1,296.0	1,063.0	936.0	1,012.0	1,107.4	1,003.3	1,276.3	1,187.0			
Total Surface Water Delivery (PTP & PV)	1,686.2	751.6	497.3	407.6	782.6	647.6	524.2	343.1	55.2			
Total Groundwater Delivery (OH & PTP)	1,527.8	1,388.3	1,082.0	936.6	1,016.9	1,116.8	1,168.0	1,541.3	1,635.5			
Total Delivery, Surface Water & GW	3,214.0	2,139.9	1,579.3	1,344.2	1,799.5	1,764.4	1,692.2	1,884.4	1,690.7			

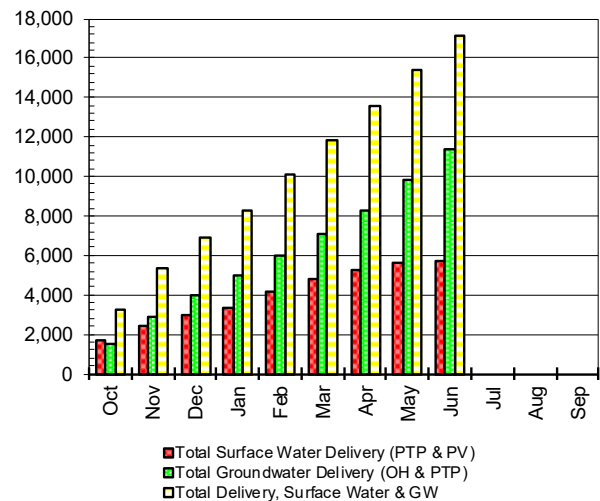
Cumulative Water Deliveries, acre-feet (Water Year 2020/21)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	902.5	1,231.5	1,244.9	1,261.7	1,633.7	1,807.9	1,872.6	1,872.6	1,872.6			
PV Pipeline (saticoy well field)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total to Pleasant Valley Pipeline	902.5	1,231.5	1,244.9	1,261.7	1,633.7	1,807.9	1,872.6	1,872.6	1,872.6			
Saticoy Well Field	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
PTP (surface water)	783.7	1,206.3	1,690.2	2,080.9	2,491.5	2,964.9	3,424.4	3,767.5	3,822.7			
PTP (groundwater)	24.8	117.1	136.1	136.7	141.6	151.0	315.7	580.7	1,029.2			
PTP (Saticoy well field)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total PTP	808.5	1,323.4	1,826.3	2,217.6	2,633.1	3,115.9	3,740.1	4,348.2	4,851.9			
O-H Pipeline (groundwater)	1,503.0	2,799.0	3,862.0	4,798.0	5,810.0	6,917.4	7,920.7	9,197.0	10,384.0			
Total Surface Water Delivery (PTP & PV)	1,686.2	2,437.8	2,935.1	3,342.6	4,125.2	4,772.8	5,297.0	5,640.1	5,695.3			
Total Groundwater Delivery (OH & PTP)	1,527.8	2,916.1	3,998.1	4,934.7	5,951.6	7,068.4	8,236.4	9,777.7	11,413.2			
Total Delivery, Surface Water & GW	3,214.0	5,353.9	6,933.2	8,277.4	10,076.9	11,841.3	13,533.5	15,417.9	17,108.6			

Cumulative deliveries by system



Cumulative deliveries by source/type



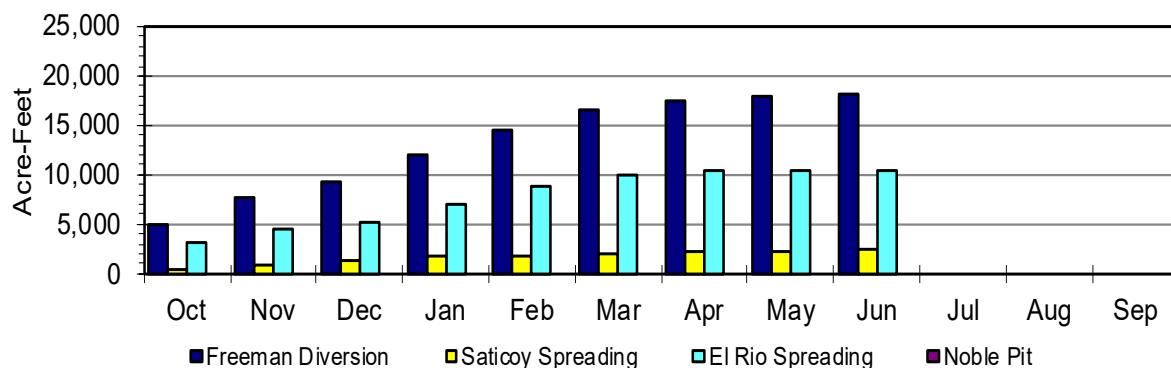
Monthly diversion and recharge totals by facility, 2020/21, in acre-feet

Month	Piru Spreading	Freeman Diversion	Saticoy Spreading	El Rio Spreading	Noble Pit
Oct	0	5,073	365	3,155	0
Nov	0	2,661	612	1,366	0
Dec	0	1,477	392	634	0
Jan	0	2,703	374	1,960	0
Feb	0	2,620	47	1,798	0
Mar	0	2,007	331	1,092	0
Apr	0	876	74	317	0
May	0	515	34	91	0
Jun	0	235	143	0	0
Jul					
Aug					
Sep					

Cumulative diversion and recharge totals by facility, 2020/21, in acre-feet

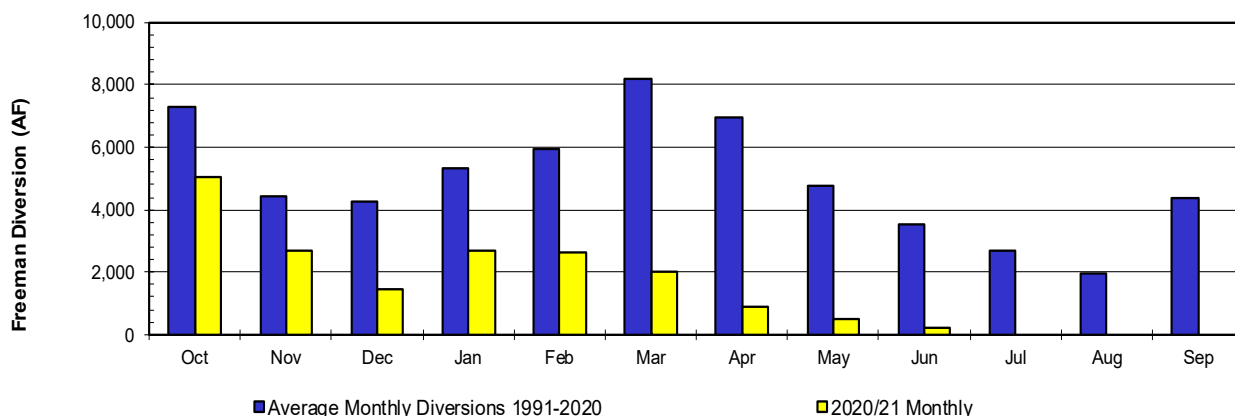
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading	El Rio Spreading	Noble Pit
Oct	0	5,073	365	3,155	0
Nov	0	7,734	977	4,521	0
Dec	0	9,211	1,369	5,155	0
Jan	0	11,914	1,743	7,115	0
Feb	0	14,534	1,790	8,913	0
Mar	0	16,541	2,121	10,005	0
Apr	0	17,417	2,195	10,322	0
May	0	17,932	2,229	10,413	0
Jun	0	18,167	2,372	10,413	0
Jul					
Aug					
Sep					

Cumulative diversion at Freeman, and distribution to recharge facilities

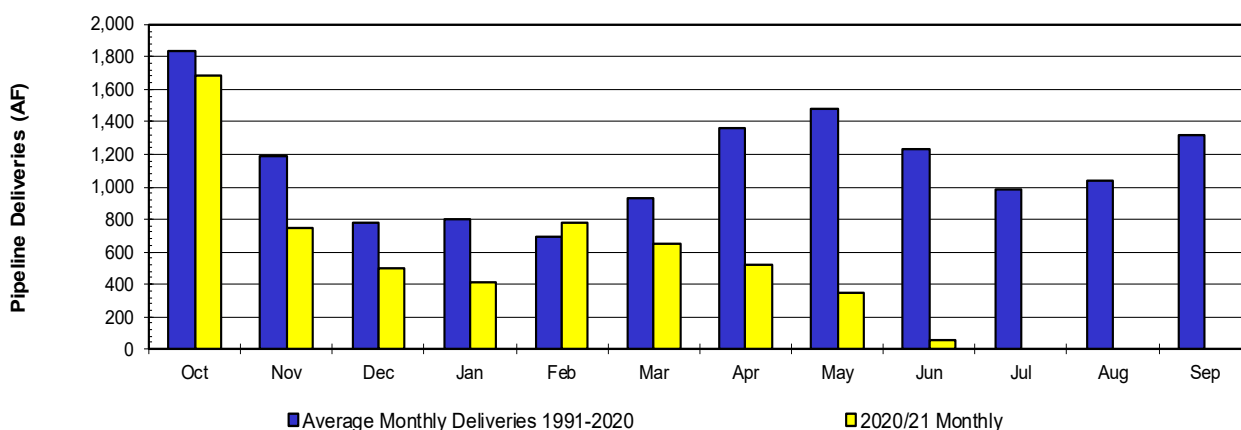


Cumulative diversions to Piru Spreading Grounds, 2020/21 = 0 AF

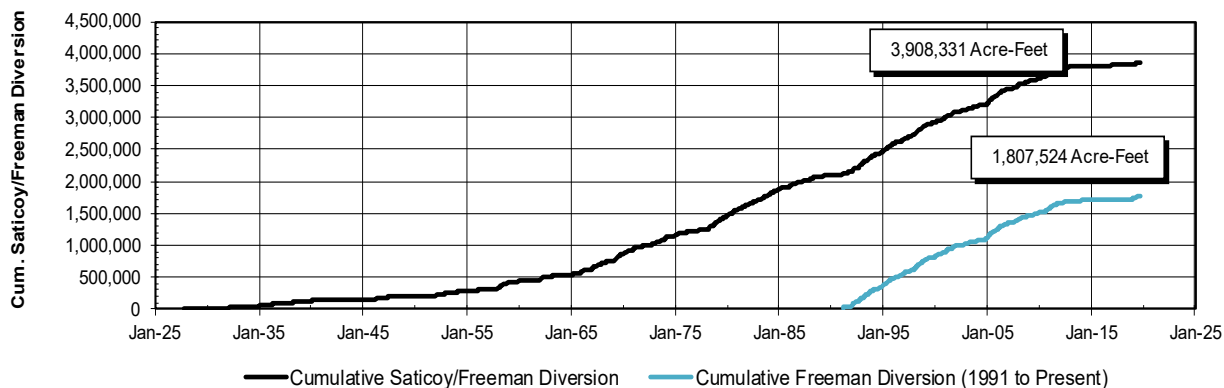
Monthly 2020/21 diversion at Freeman, compared to average monthly diversions (1991-2020)



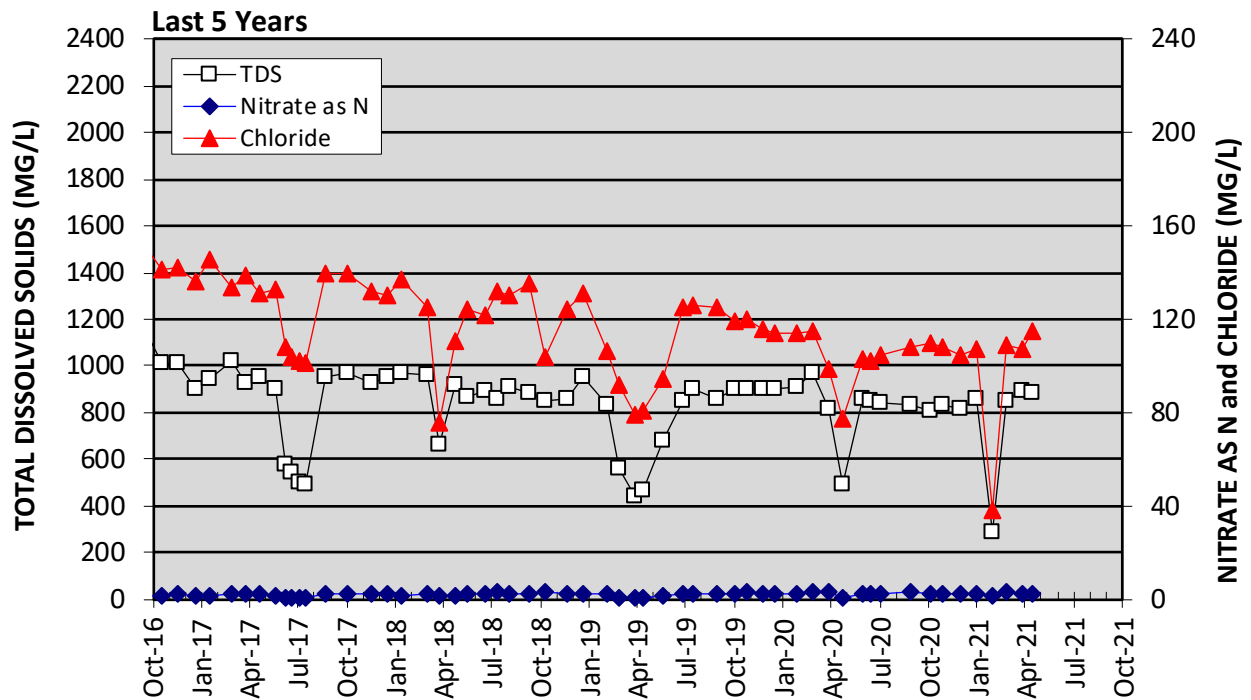
Monthly 2020/21 pipeline deliveries (surface water deliveries), compared to average monthly pipeline deliveries (1991-2020)



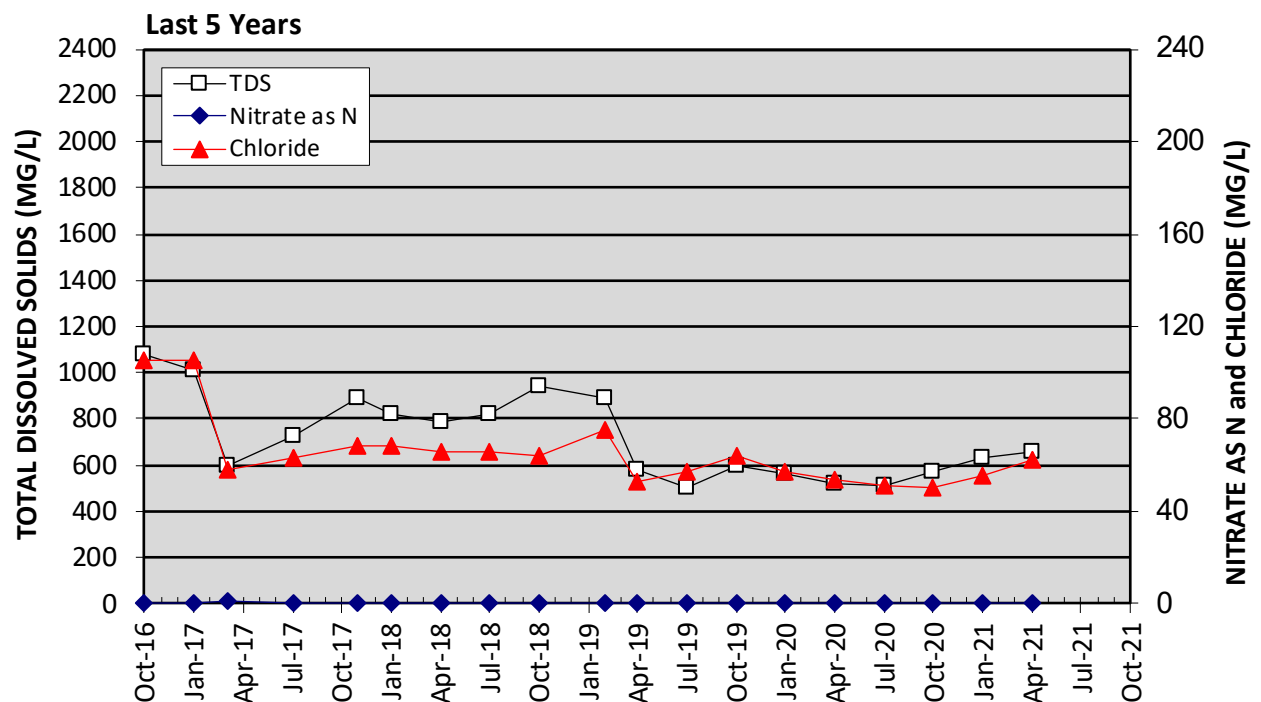
Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet



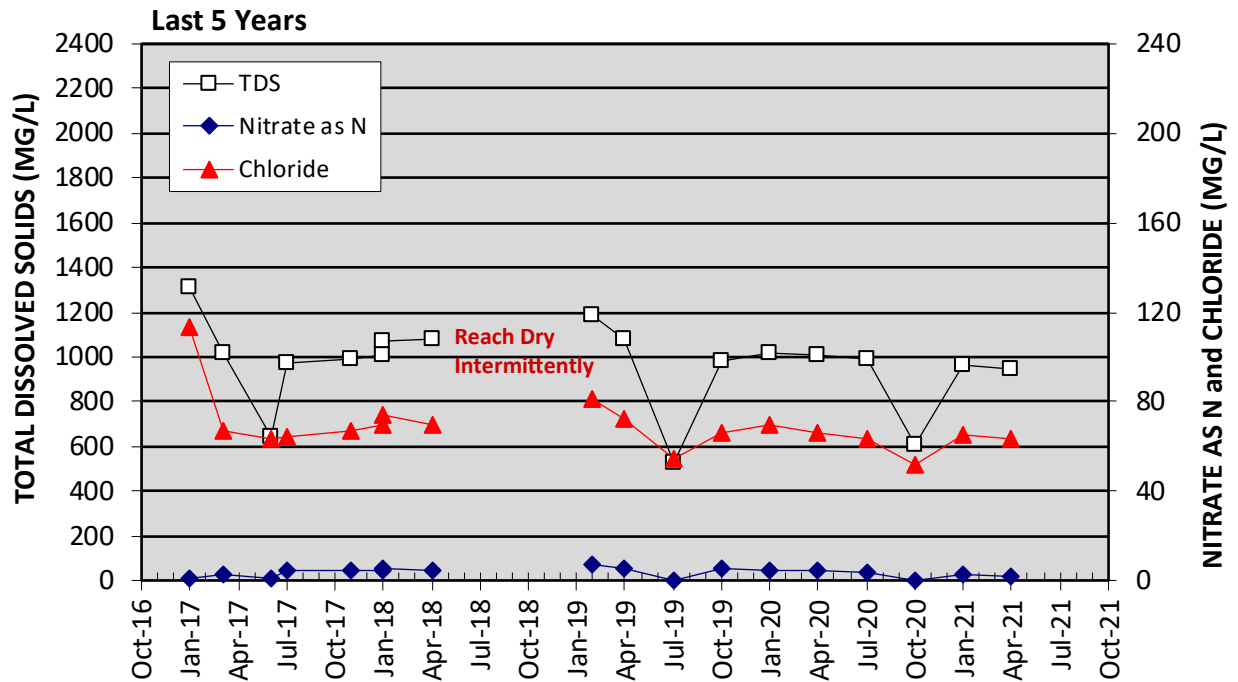
Santa Clara River water quality near Los Angeles/Ventura County line



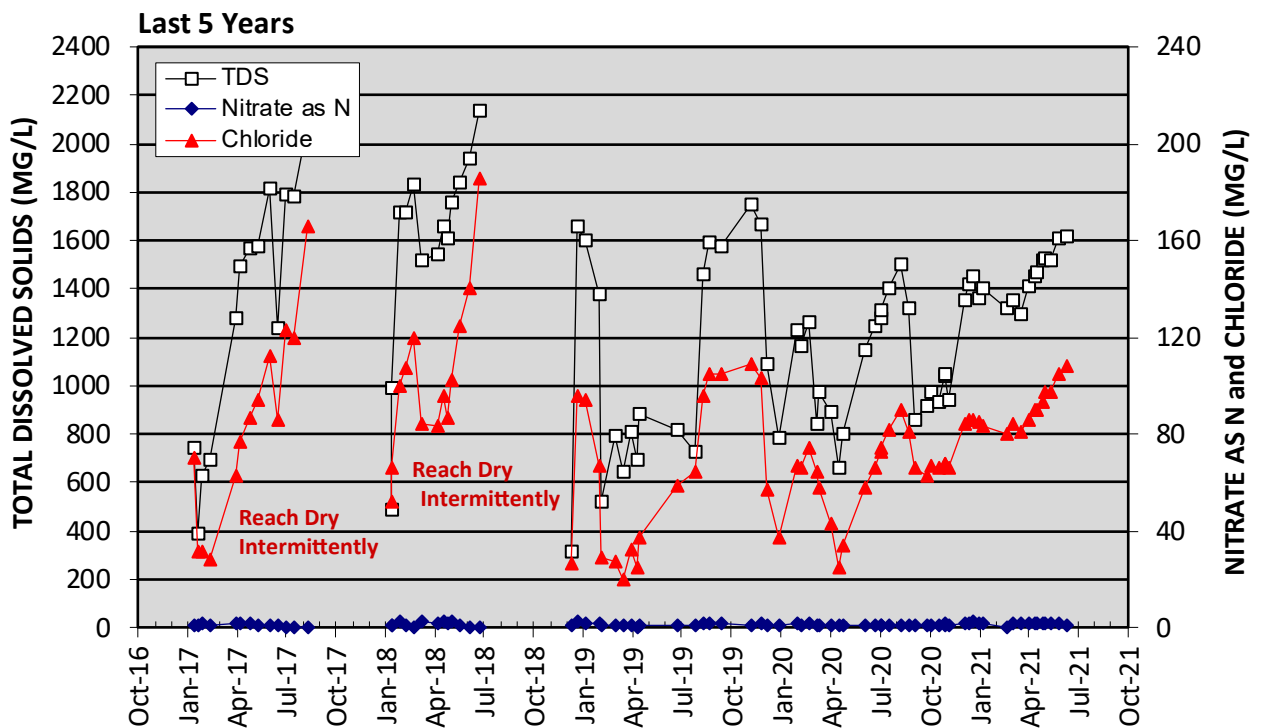
Piru Creek water quality below Santa Felicia Dam



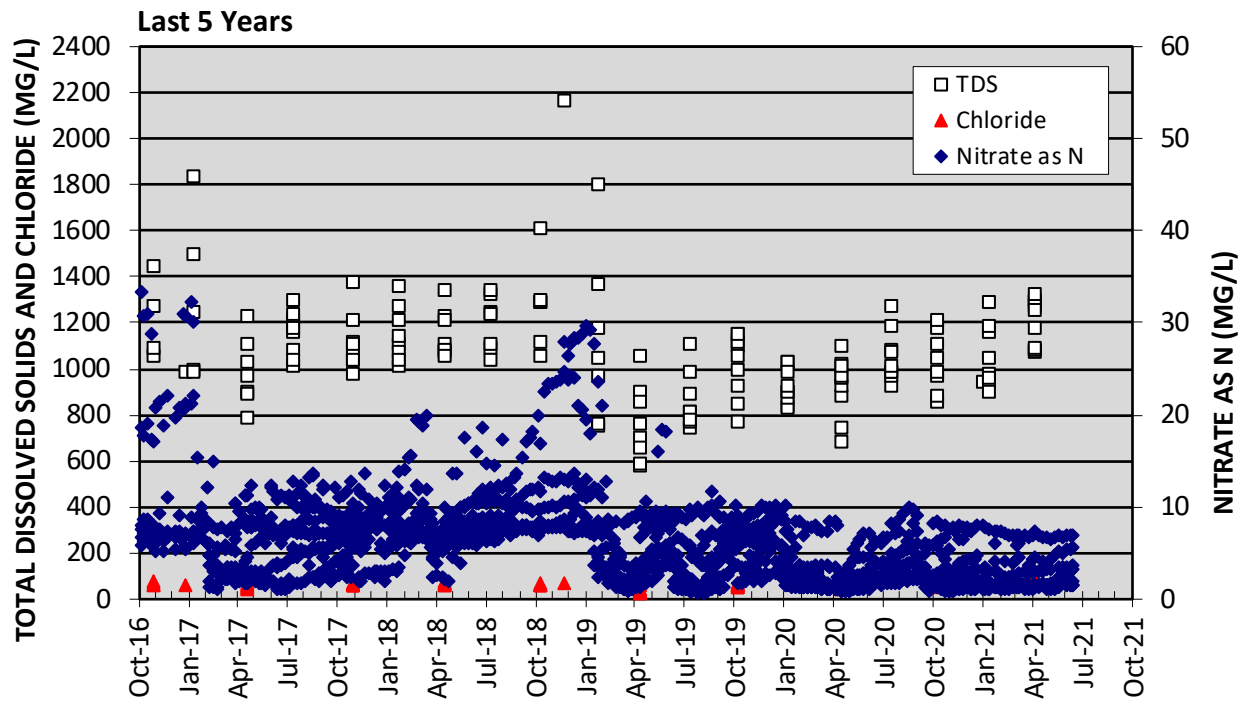
Santa Clara River water quality near Fillmore Fish Hatchery

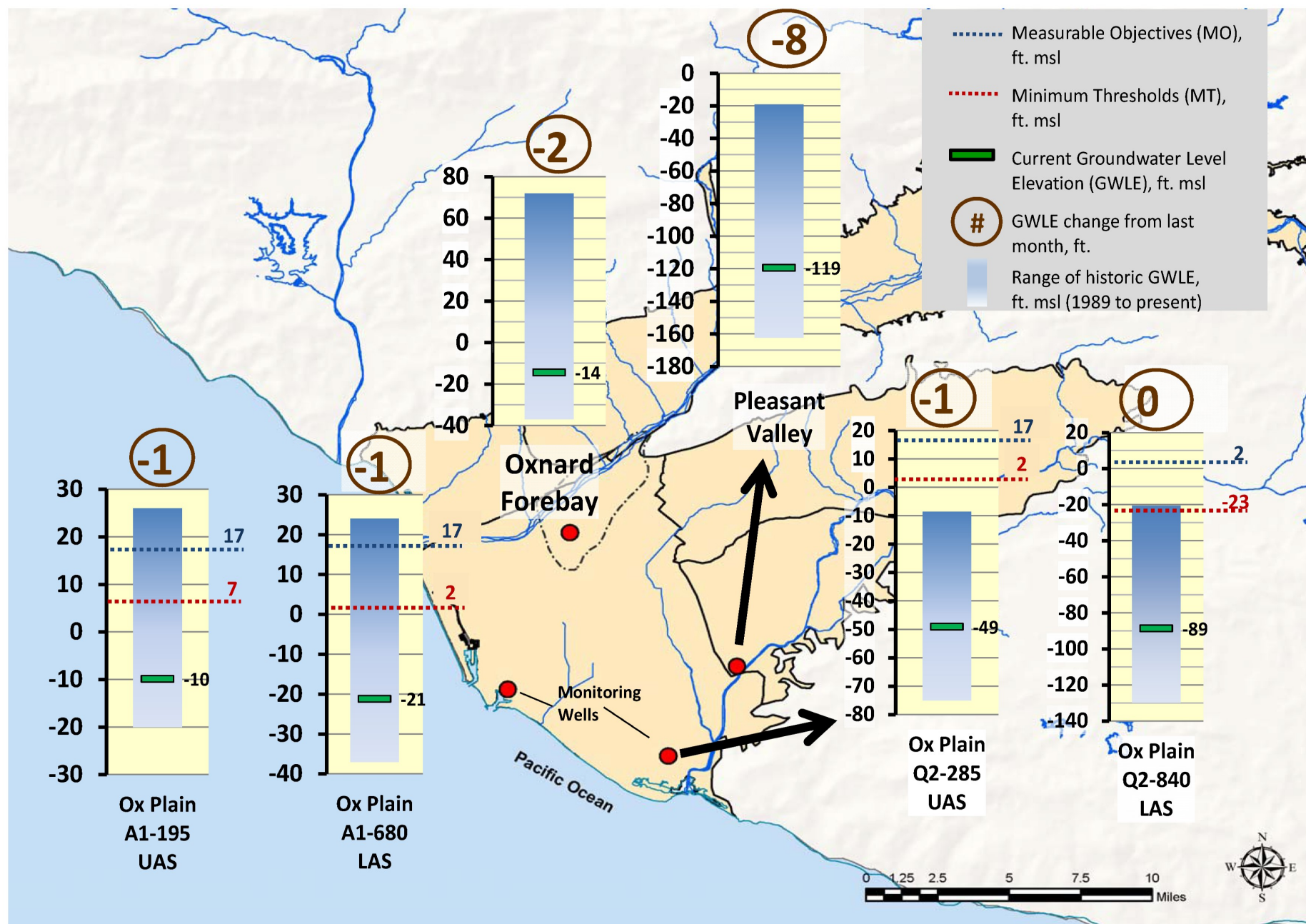


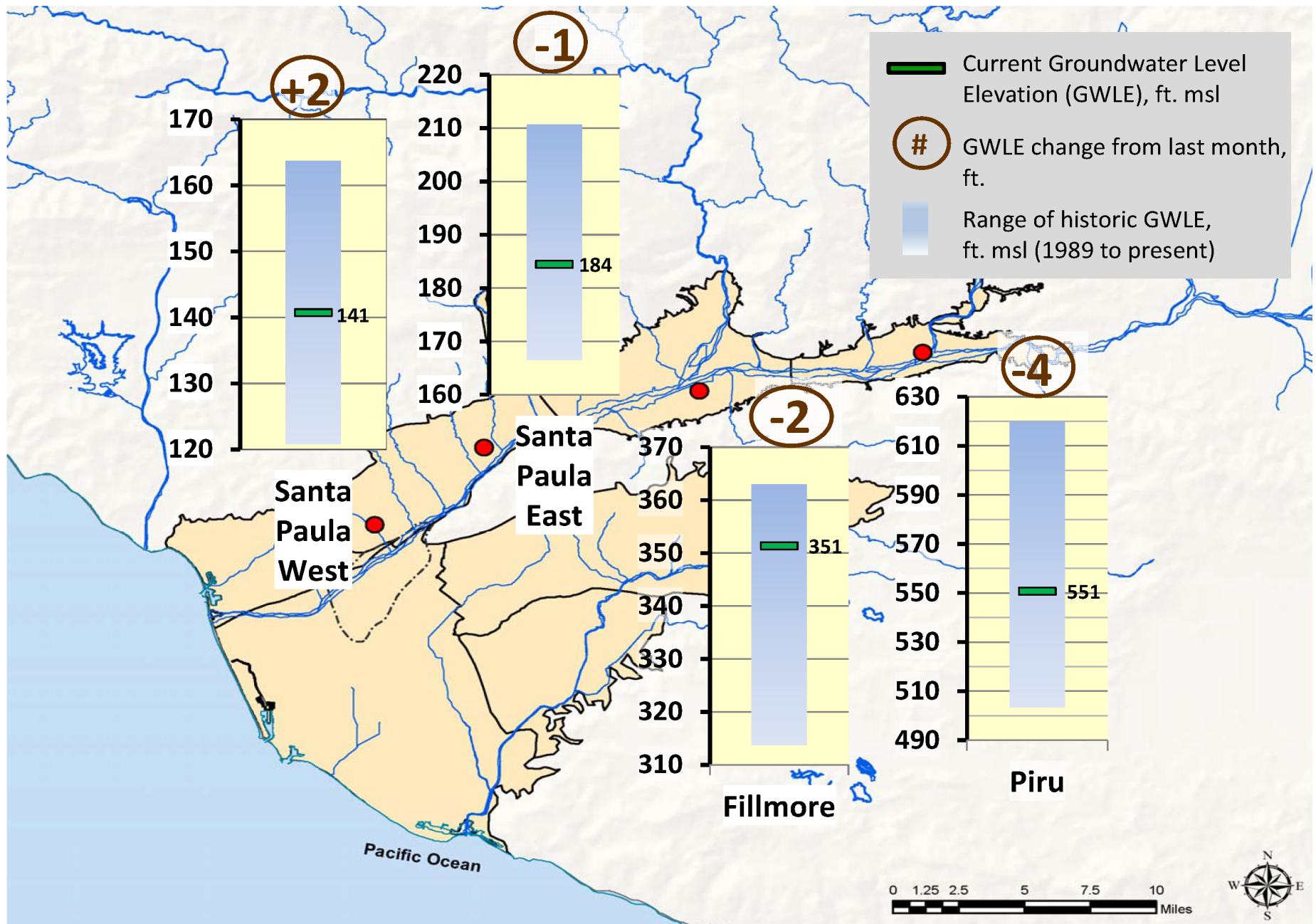
Santa Clara River water quality at Freeman Diversion



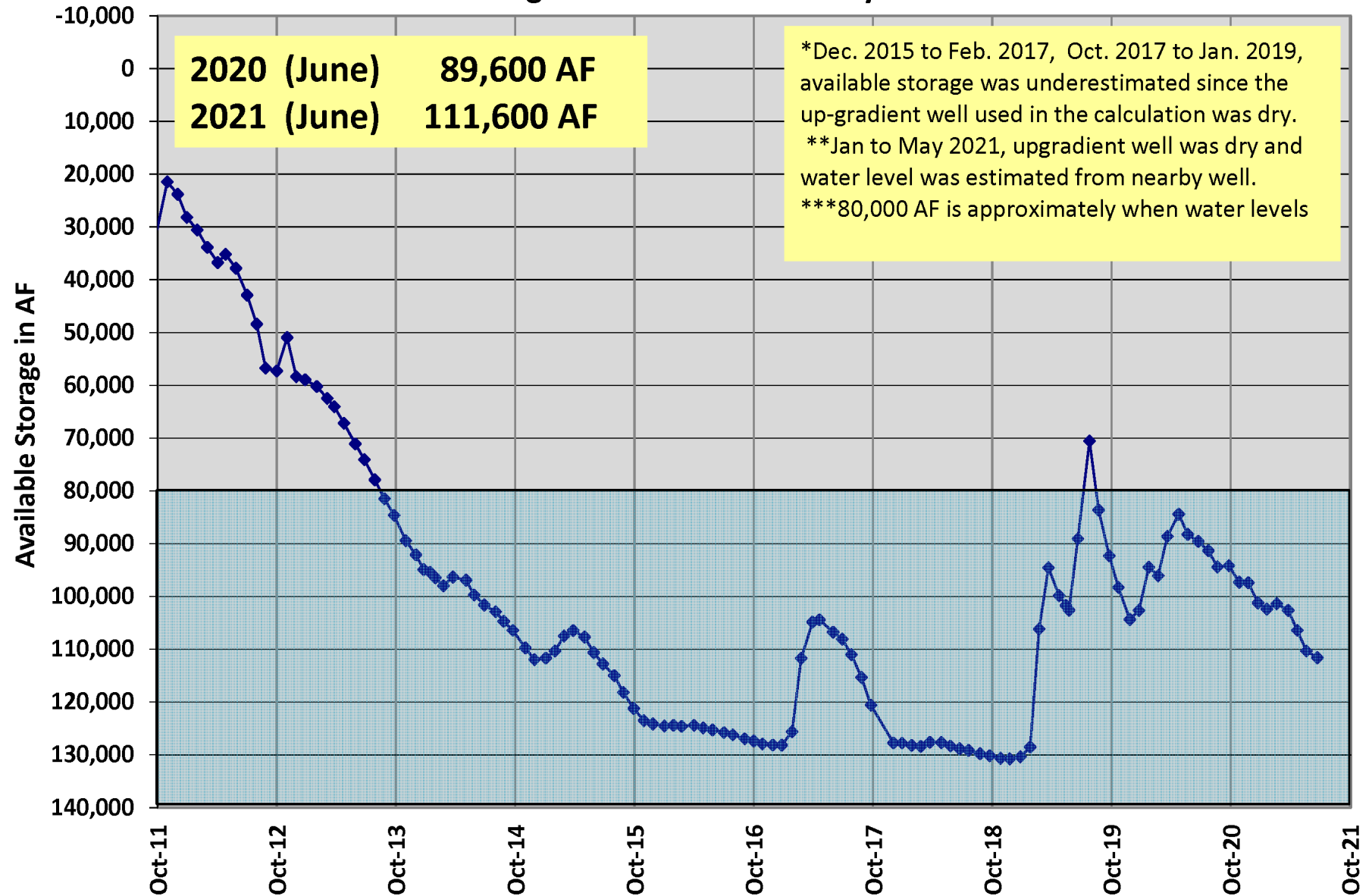
Water quality of Upper Aquifer System wells, El Rio well field

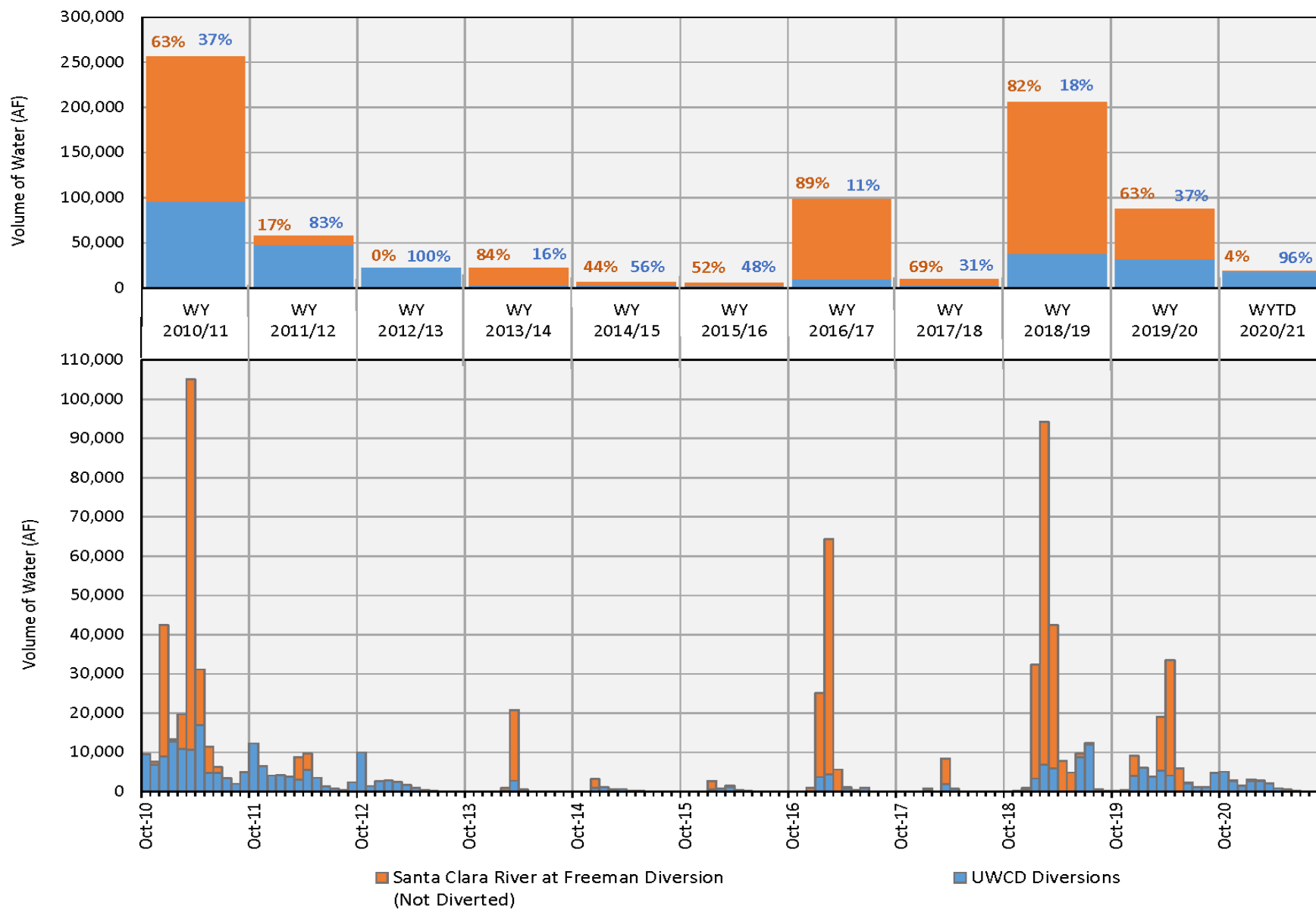






Available Storage in the Oxnard Forebay - Last 10 Years





Water Year (WY) = October 1 to September 30; WYTD = Water Year To Date



To: UWCD Board of Directors

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

From: Joseph Jereb, Chief Financial Officer

Date: June 29, 2021 (July 14, 2021 meeting)

Agenda Item: 3.C Monthly Investment Report
Information Item

Recommendation

The Board will review and discuss the most current investment report for May 31, 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.


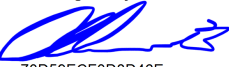

Attachments: Combined Investment Report

United Water Conservation District
Monthly Investment Report
May 31, 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	2,926,149	1	5.96%
Union Bank - 2020 COP Bond Balance	19,006,650	1	38.73%
Petty Cash	1,800	1	0.00%
County Treasury	1,444	1	0.00%
LAIF Investments	27,141,128	1	55.29%
Total Cash, Cash Equivalents and Securities	49,077,171		100.00%
 Investment Portfolio w/o Trustee Held Funds	 49,077,171		
Trustee Held Funds	-		
Total Funds	49,077,171		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	29,141,128	(2,000,000)	27,141,128
	Interest	Interest	
	Earned YTD	Received YTD	Qtrly Yield
	131,593	232,467	0.44%

II 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:  36D23F9D982745E...</p> <hr/> <p>Mauricio E. Guardado, Jr., General Manager</p>	<p>6/29/2021</p> <hr/> <p>Date Certified</p>
<p>DocuSigned by:  70D59ECF0D8D46E...</p> <hr/> <p>Anthony Emmert, Assistant General Manager</p>	<p>6/29/2021</p> <hr/> <p>Date Certified</p>
<p>DocuSigned by:  306DA3150E61440</p> <hr/> <p>Joseph Jereb, Chief Financial Officer</p>	<p>6/29/2021</p> <hr/> <p>Date Certified</p>

<i>United Water Conservation District</i>			
<i>Cash Position</i>			
May 31, 2021			
Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			Revenue collected for district operations
General/Water Conservation	12,173,721	3,675,687	Includes General, Rec & Ranger, Water Conservation
		1,725,000	Reserved for legal expenditures
		5,435,000	Designated for replacement, capital improvements, and environmental projects
		1,338,034	Supplemental Water Purchase Fund
General CIP Funds	4,497,253	4,497,253	Appropriated for capital projects
2020 COP Bond Funds	13,802,210	13,802,210	Reserved for CIP Projects
Special Revenue Funds:			Revenue collected for a special purpose
State Water Project Funds	3,532,074	3,532,074	Procurement of water/rights from state water project
Enterprise Funds:			Restricted to fund usage
Freeman Fund	(105,390)	(105,390)	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	3,384,670	3,384,670	Appropriated for capital projects
OH Pipeline Fund	3,408,948	3,408,948	Delivery of water to OH customers
OH CIP Fund	4,449,233	4,449,233	Appropriated for capital projects
OH Pipeline Well Replacement Fund	607,436	607,436	Well replacement fund
PV Pipeline Fund	591,923	591,923	Delivery of water to PV customers
PV CIP Fund	151,882	151,882	Appropriated for capital projects
PT Pipeline Fund	1,745,559	1,745,559	Delivery of water to PTP customers
PT CIP Fund	837,652	837,652	Appropriated for capital projects
Total District Cash & Investments	49,077,171	49,077,171	



Staff Report

To: UWCD Board of Directors

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

From: Zachary Plummer, IT Administrator
Josh Perez, Human Resource Manager

Date: June 25, 2021 (Meeting July 14, 2021)

Agenda Item: 4.1 Approval of [RE]DESIGN Contract in the amount of \$337,736 for replacement servers at the District's Oxnard Headquarters and replacement of SCADA servers at the District's El Rio facility
Motion

Staff Recommendation:

The Board will consider approving a contract with [RE]DESIGN in the amount of \$337,736 for the replacement of servers at the District's Oxnard Headquarters and the replacement of SCADA servers at the District's El Rio facility, both of which have exceed the service life of the equipment.

Background:

The current servers have reached the end of their useful service life and need to be replaced. These servers are the foundation of the District's electronic data processing, data storage, and serve a critical role in the automation of data collection for normal business operations and regulatory compliance. This enhancement and upgrade will provide additional value of providing the District with new disaster recovery solutions for its technology systems and services. In addition, it will dramatically enhance the District's software and hardware solutions utilized by the District Technology Services team and staff members alike. The proposed server platform includes updated capacity to support the District's additional Technology Systems improvement projects scheduled for the same fiscal year and considers capacity to support compute resources for growth estimated over the next five years.

United's Technology Services staff evaluated multiple options for equipment modernization upgrades encompassing the needs of the general District IT and SCADA Technologies. Staff requested vendors propose preliminary solutions for technical design, implementation services, and ongoing hardware and software support of the District. These requirements were evaluated against similar technologies solutions and only [RE]DESIGN demonstrated the desired capabilities in their proposal. [RE]DESIGN proposed a thorough plan to deliver white-glove services to every component included in the project. Services will be completed only when the server equipment is installed, configured, tested, validated, and integrated within United Water's

**4.1 Approval of [RE]DESIGN Contract in the amount of \$337,736 for replacement servers at the District's Oxnard Headquarters and replacement of SCADA servers at the District's El Rio facility
Motion**

existing technology environment and when full production migration onto the new systems are completed. Technology Services staff will be provided design and as-built documentation which will be incorporated in the District's cyber incident response and data recovery planning.

Fiscal Impact:

The contracted proposal which includes Hardware, Software, five years of Support and Extended Warranties, and Professional Installations Services for a total cost of \$337,736. This project was budgeted for in the CIP Budgetary Plan for Fiscal Year 2021-22 Capital Improvement Project for \$372,000. (CIP No.8051). No additional funding is requested.

Attachments: A Contract Agreement with [RE]DESIGN
 B CIP Budgetary Plan for FY 2021-22 No. 8051

Project Proposal

VxRail

Quote # 762, Version 1



Prepared by

Pete Weil
Regional Sales Director - SoCal
The [RE]DESIGN Group
pweil@redesign-group.com

Prepared for

Zachary Plummer
IT Administrator
United Water Conservation District
zacharyp@unitedwater.org

[RE]DESIGN

The Future Belongs to the Curious



United Water Conservation District | VxRail

Quote # 762, Version 1

Delivered: June 18, 2021

Valid through: July 15, 2021



Prepared by

Pete Weil
The [RE]DESIGN Group
2629 Manhattan Ave, Suite 307
Hermosa Beach, CA 90254
pweil@redesign-group.com

Prepared for

Zachary Plummer
IT Administrator
United Water Conservation District
zacharyp@unitedwater.org

Production Site

Description	Price	Qty	Ext. Price
Production - (4) Node VxRail E560F and (2) S4112F-ON Switches with 5 Years ProSupport with 4HR/MC	\$194,238.00	1	\$194,238.00
<u>Cost Breakdown</u>			
<ul style="list-style-type: none">Hardware - \$66,066Software - \$37,823Support - \$80,349Services - \$10,000			
<u>Payment Terms</u>			
<ul style="list-style-type: none">Net 60			
Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10		1	
Dell Networking Cable, LC to LC Fiber Cable, MMF, OM4, Optics Required, 3M		2	
Force10, Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13, S-Series		2	
Force10, Power Cord, 250V, 12A, 2 Meters, C13/C14		2	
OS10 Enterprise, S4112F		1	
Dell EMC Networking S4112-ON Americas User Guide		1	

[RE]DESIGN

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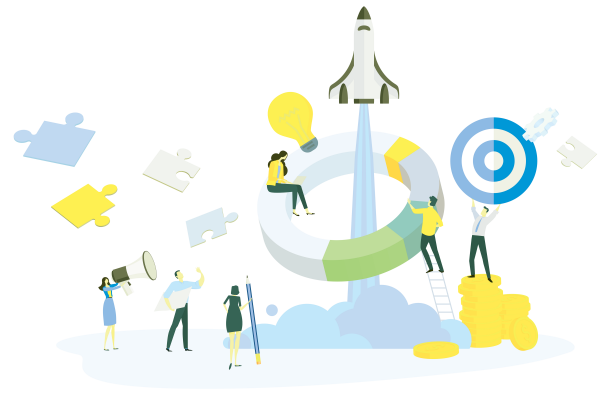


Production Site

Description	Price	Qty	Ext. Price
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		2	
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter		8	
Dell Networking Cable, 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach, 0.5 Meter		1	
A 5 Years ProSupport and Mission Critical 4Hr Onsite Service		1	
Certified Deployment Partner T1 or Distributors		1	
VxRail E560F,10X2.5",Flash		4	
VxRail Software 7.0.100 Factory Install		4	
No Transformational License Agreement		4	
2.5" Chassis with up to 10 Hard Drives and 3PCIe slots		4	
VxRail E560/F Bezel		4	
Intel® Xeon® Gold 6208U 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933		4	
No Additional Processor		4	
3200MT/s RDIMMs		4	
32GB RDIMM, 3200MT/s, Dual Rank, 16Gb BASE		24	
400GB SSD SAS Write Intensive 12Gbps 512e 2.5in Hot Plug Drive, PM5-M, 10 DWPD,		8	
3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,		16	
Intel X710 Quad Port 10GbE SFP+, rNDC		4	
No Trusted Platform Module		4	
ReadyRails™ Sliding Rails With Cable Management Arm		4	

[RE]DESIGN

The Future Belongs to the Curious

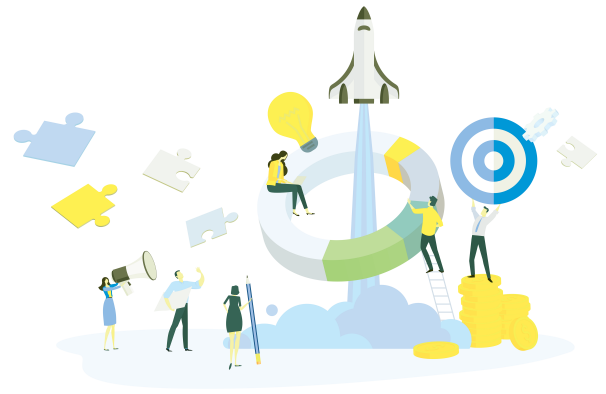


Production Site

Description	Price	Qty	Ext. Price
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W		4	
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America		8	
C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America		8	
VxRail VMware, vSAN Standard, 5 Years		4	
VxRail HCI System Software, All-Flash, S		4	
VxRail HCI System Software, Capacity Drive 3.84TB SATA, SSD		16	
VxRail VMware vSphere Standard for 1 processor, 5 Years		4	
5 Years Pro Support and Mission Critical 4 Hour 7x24 Onsite Service		4	
5 Years, Series E All Flash, Add-On Support		4	
5 Years, Pro Support w/ Mission Critical, Software Support		4	
5 Years, ProSupport Mission Critical, vSAN, Standard, 1 Processor		4	
5Years,ProSupport Mission Critical, vSphere Standard, 1 processor (no vRAM limitation for EOEM use)		4	
Certified Deployment Partner T1 or Distributors		4	
PowerEdge R640 CE, CCC, BIS Marking		4	
HCIA RecoverPoint for VMWare for 1 node VT		4	
E560/E560F Shipping		4	
PowerEdge R640 x4 and x10 Drive Shipping Material		4	
Riser Config 4, 2x16 LP		4	
PowerEdge R640 MLK Motherboard		4	
1 Standard Heatsink for 165W or less CPU		4	
Performance Optimized		4	

[RE]DESIGN

The Future Belongs to the Curious

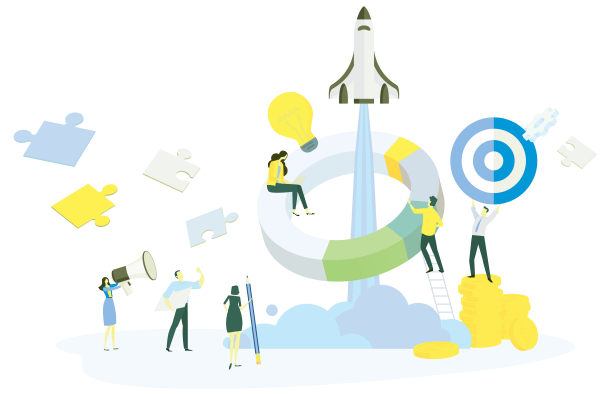


Production Site

Description	Price	Qty	Ext. Price
No RAID for E560		4	
HBA330 12Gbps SAS HBA Controller (NON-RAID), Minicard		4	
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP		4	
iDRAC9,Enterprise		4	
iDRAC Group Manager, Disabled		4	
iDRAC,Legacy Password,OEM		4	
DHCP with Zero Touch Configuration		4	
IDSDM and Combo Card Reader		4	
2x 64GB microSDHC/SDXC Card		4	
5 Standard Fans for R640		4	
No Quick Sync		4	
UEFI BIOS Boot Mode with GPT Partition		4	
No Energy Star		4	
No Internal Optical Drive for 10 or 24 HDD Chassis		4	
No Systems Documentation, No OpenManage DVD Kit		4	
E560F Luggage Tag		4	
US No Canada Ship Charge		4	
VxRail Small Form Factor Pluggable Cable Kit		4	
Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10		1	
Dell Networking Cable, LC to LC Fiber Cable, MMF, OM4, Optics Required, 3M		2	
Force10, Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13, S-Series		2	

[RE]DESIGN

The Future Belongs to the Curious



Production Site

Description	Price	Qty	Ext. Price
Force10, Power Cord, 250V, 12A, 2 Meters, C13/C14		2	
OS10 Enterprise, S4112F		1	
Dell EMC Networking S4112-ON Americas User Guide		1	
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		2	
Dell Networking, Transceiver, SFP, 1000BASE-T		4	
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter		8	
Dell Networking Cable, 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach, 0.5 Meter		1	
Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112		1	
A 5 Years ProSupport and Mission Critical 4Hr Onsite Service		1	
Certified Deployment Partner T1 or Distributors		1	
Subtotal:			\$194,238.00

DR Site

Description	Price	Qty	Ext. Price
DR - (3) Node VxRail E560F with S4112F-ON Switches with 5 Years ProSupport with 4HR/MC	\$143,498.00	1	\$143,498.00
<u>Cost Breakdown</u>			
<ul style="list-style-type: none">Hardware - \$47,486Software - \$25,667Support - \$60,345Services - \$10,000			
<u>Payment Terms</u>			
<ul style="list-style-type: none">Net 60			

[RE]DESIGN

The Future Belongs to the Curious



DR Site

Description	Price	Qty	Ext. Price
Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10		1	
Dell Networking Cable, LC to LC Fiber Cable, MMF, OM4, Optics Required, 3M		2	
Force10, Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13, S-Series		2	
Force10, Power Cord, 250V, 12A, 2 Meters, C13/C14		2	
OS10 Enterprise, S4112F		1	
Dell EMC Networking S4112-ON Americas User Guide		1	
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		2	
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter		6	
Dell Networking Cable, 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach, 0.5 Meter		1	
A 5 Years ProSupport and Mission Critical 4Hr Onsite Service		1	
Certified Deployment Partner T1 or Distributors		1	
VxRail E560F,10X2.5",Flash		3	
VxRail Software 7.0.100 Factory Install		3	
No Transformational License Agreement		3	
2.5" Chassis with up to 10 Hard Drives and 3PCIe slots		3	
VxRail E560/F Bezel		3	
Intel® Xeon® Gold 6208U 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933		3	
No Additional Processor		3	
3200MT/s RDIMMs		3	

[RE]DESIGN

The Future Belongs to the Curious

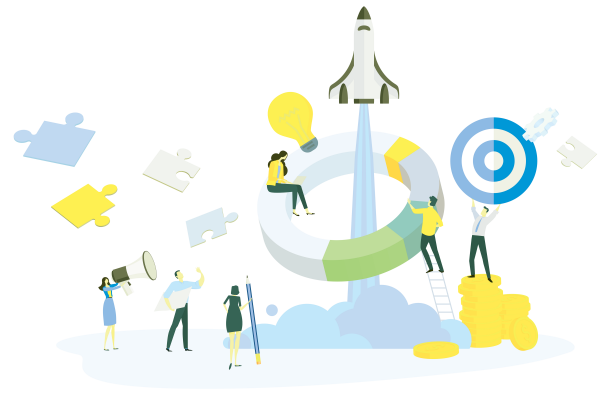


DR Site

Description	Price	Qty	Ext. Price
32GB RDIMM, 3200MT/s, Dual Rank, 16Gb BASE		18	
400GB SSD SAS Write Intensive 12Gbps 512e 2.5in Hot Plug Drive, PM5-M, 10 DWPD,		3	
3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,		9	
Intel X710 Quad Port 10GbE SFP+, rNDC		3	
No Trusted Platform Module		3	
ReadyRails™ Sliding Rails With Cable Management Arm		3	
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W		3	
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America		6	
C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America		6	
VxRail VMware, vSAN Standard, 5 Years		3	
VxRail HCI System Software, All-Flash, S		3	
VxRail HCI System Software, Capacity Drive 3.84TB SATA, SSD		9	
VxRail VMware vSphere Standard for 1 processor, 5 Years		3	
5 Years Pro Support and Mission Critical 4 Hour 7x24 Onsite Service		3	
5 Years, Series E All Flash, Add-On Support		3	
5 Years, Pro Support w/ Mission Critical, Software Support		3	
5 Years, ProSupport Mission Critical, vSAN, Standard, 1 Processor		3	
5Years,ProSupport Mission Critical, vSphere Standard, 1 processor (no vRAM limitation for EOEM use)		3	
Certified Deployment Partner T1 or Distributors		3	
PowerEdge R640 CE, CCC, BIS Marking		3	

[RE]DESIGN

The Future Belongs to the Curious

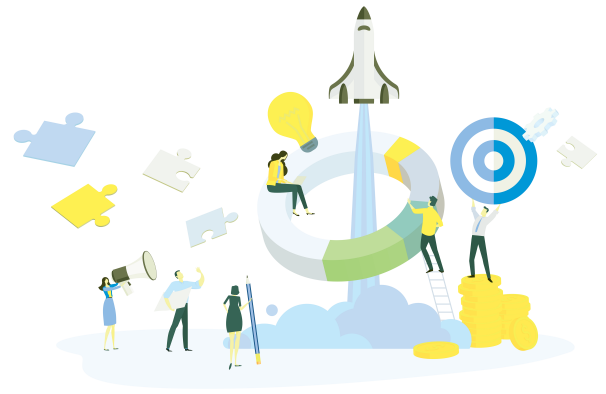


DR Site

Description	Price	Qty	Ext. Price
HCIA RecoverPoint for VMWare for 1 node VT		3	
E560/E560F Shipping		3	
PowerEdge R640 x4 and x10 Drive Shipping Material		3	
Riser Config 4, 2x16 LP		3	
PowerEdge R640 MLK Motherboard		3	
1 Standard Heatsink for 165W or less CPU		3	
Performance Optimized		3	
No RAID for E560		3	
HBA330 12Gbps SAS HBA Controller (NON-RAID), Minicard		3	
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP		3	
iDRAC9,Enterprise		3	
iDRAC Group Manager, Disabled		3	
iDRAC,Legacy Password,OEM		3	
DHCP with Zero Touch Configuration		3	
IDSDM and Combo Card Reader		3	
2x 64GB microSDHC/SDXC Card		3	
5 Standard Fans for R640		3	
No Quick Sync		3	
UEFI BIOS Boot Mode with GPT Partition		3	
No Energy Star		3	
No Internal Optical Drive for 10 or 24 HDD Chassis		3	
No Systems Documentation, No OpenManage DVD Kit		3	

[RE]DESIGN

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DR Site

Description	Price	Qty	Ext. Price
E560F Luggage Tag		3	
US No Canada Ship Charge		3	
VxRail Small Form Factor Pluggable Cable Kit		3	
Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10		1	
Dell Networking Cable, LC to LC Fiber Cable, MMF, OM4, Optics Required, 3M		2	
Force10, Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13, S-Series		2	
Force10, Power Cord, 250V, 12A, 2 Meters, C13/C14		2	
OS10 Enterprise, S4112F		1	
Dell EMC Networking S4112-ON Americas User Guide		1	
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		2	
Dell Networking, Transceiver, SFP, 1000BASE-T		3	
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter		6	
Dell Networking Cable, 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach, 0.5 Meter		1	
Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112		1	
A 5 Years ProSupport and Mission Critical 4Hr Onsite Service		1	
Certified Deployment Partner T1 or Distributors		1	

Subtotal: **\$143,498.00**

[RE]DESIGN

The Future Belongs to the Curious



[RE]DESIGN Professional Services

Description	Price	Qty	Ext. Price
[RE]DESIGN Professional Services - Fixed Scope White Glove Implementation - Included	\$0.00	1	\$0.00
Subtotal:			\$0.00

[RE]DESIGN

The Future Belongs to the Curious



United Water Conservation District | VxRail

Quote # 762, Version 1

Delivered: June 18, 2021

Valid through: July 15, 2021

Quote Summary

Description	Amount
Production Site	\$194,238.00
DR Site	\$143,498.00
[RE]DESIGN Professional Services	\$0.00
Total:	\$337,736.00

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. After orders are placed, a final invoice will be provided that shall include all applicable taxes, shipping charges, and payment terms not included herein. Any invoice amounts not timely paid will be subject to a daily interest charge, at the prorated amount of 1.5% per month, or at the highest interest rate allowable under California law. By signing below, the above-named Company, acting under due and proper authority, hereby agrees that this Quote constitutes a binding Agreement with The [RE]DESIGN Group.

The [RE]DESIGN Group

United Water Conservation District

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

United Water Conservation District
Budget Plan for Fiscal Year 2021-22
Capital Improvement Projects

Project Name: Server Replacement
Department: O&M 300

Mission-Related Goal: A, B and C
Strategic Objective: A2, B1, B4, C1, C5 and C7

Project Number 8051
Fund Charged Multiple

Project Description	
Description	Replacement servers at the Oxnard Headquarters office and SCADA servers at the El Rio office.
Need Benefit, and Relation to Existing Facilities	The current servers are outdated and have reached the end of their useful life and need to be replaced. These servers are the core of the District's automation system and data collection for operations and regulatory compliance.
Current Status	
Graphical Information	

PROJECT FUNDING

Project 8051	Funding Split	Approved Allocation thru 6-30-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 and Beyond	Project Total
Funding Sources								
General/Water Conservation	38.88%	-	144,649	-	-	-	-	144,649
Debt Proceeds	0.00%	-	-	-	-	-	-	-
Freeman	20.97%	-	77,999	-	-	-	-	77,999
OH Pipeline	23.27%	-	86,547	-	-	-	-	86,547
OH Well Replacement	0.00%	-	-	-	-	-	-	-
PV Pipeline	2.69%	-	9,997	-	-	-	-	9,997
PT Pipeline	14.20%	-	52,807	-	-	-	-	52,807
Contributions/Grants	0.00%	-	-	-	-	-	-	-
Total Funding Sources	100%	-	372,000	-	-	-	-	372,000

PROJECT COSTS

Project Phase/Category	Approved Allocation thru 6-30-21	CURRENT YEAR STATUS		FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 and Beyond	Project Total
		Expenditures to Date	Est Balance to Carryover						
Project Administration/Inspection									
In-House Salaries		-	-	-	-	-	-	-	-
Legal Fees		-	-	-	-	-	-	-	-
Total Admin/Inspection	-	-	-	-	-	-	-	-	-
Project Planning & Design									
Design		-	-	-	-	-	-	-	-
Survey		-	-	-	-	-	-	-	-
Geotechnical		-	-	-	-	-	-	-	-
Total Planning & Design	-	-	-	-	-	-	-	-	-
Land Acquisition									
Row / Land Acquisition		-	-	-	-	-	-	-	-
CEQA / Permits		-	-	-	-	-	-	-	-
Total Land Acquisition	-	-	-	-	-	-	-	-	-
Construction									
Equipment		-	-	362,000	-	-	-	-	362,000
Construction		-	-	10,000	-	-	-	-	10,000
Total Improvements	-	-	-	372,000	-	-	-	-	372,000
Total Project Costs	-	-	-	372,000	-	-	-	-	372,000

Special Project Issues & Funding Sources

(Other Agency Permits, Grants, Assessment Districts, Coordination with Others, Etc.)

Annual Fiscal Impact - Maintenance & Operations (Current and Future)



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Robert Richardson, Senior Engineer
Adrian Quiroz, Associate Engineer

Date: June 29, 2021 (July 14, 2021 Meeting)

Agenda Item: 4.2 Iron and Manganese Treatment Project Construction Management and Inspection Services Contract Award to HDR Engineering, Inc.
Motion

Staff Recommendation:

The Board will consider awarding a construction management and inspection services contract to HDR Engineering, Inc. in the amount of \$701,956 (includes 10% contingency or \$63,814 to be used upon the District's written authorization only) and authorizing the General Manager to execute the contract with HDR Engineering, Inc. for construction management and inspection services of the Iron and Manganese Treatment Removal (Phase 1) Project.

Introduction:

The District is proposing to construct an iron and manganese treatment facility (Project) for three (3) existing Lower Aquifer System (LAS) wells as part of the El Rio Water Treatment and Groundwater Recharge Facility (El Rio). Phase 1 will include treatment up to 3,500 gallons per minute (15.47 AFD) and provisions have been included to allow for a future expansion up to 8,500 gallons per minute (37.56 AFD or the entire LAS wellfield capacity). The Project is considered a drought resiliency project and will help secure drinking water supplies during periods when water supply and quality becomes impaired in the Upper Aquifer System (UAS). The Project will primarily be operated during periods of drought when use of UAS wells is limited by nitrate concentrations or low groundwater levels.

Background:

As a result of recent drought conditions that started in 2012, nitrate concentrations in the UAS wells have been increasing, corresponding with gradually declining groundwater levels. Production from the LAS wells and subsequent blending with water from the UAS wells has allowed the District to maintain nitrate concentrations in delivered water below the maximum contaminant level (MCL). However, water produced from the LAS wells contain high levels of iron and manganese. Although not a health concern, both contaminants are regulated by the State Water Resources Control Board's Division of Drinking Water (DDW) as secondary drinking water standards. In addition, high iron and manganese concentrations can cause fouling in reverse

Agenda Item 4.2 Iron and Manganese Treatment Project Construction Management and Inspection Services Contract Award to HDR Engineering, Inc.
Motion

osmosis systems which has been observed at the downstream Brackish Water Reclamation Demonstration Facility operated by Port Hueneme Water Agency (PHWA).

In August 2016, District staff completed a feasibility study for construction of an iron and manganese treatment facility at El Rio that included the results from pilot testing performed by Layne Christensen Company which informed filter media selection. In July 2018, the District's Board of Directors awarded a design services contract to Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) for final design and bid phase services related to the proposed Project. In January 2021, Kennedy/Jenks completed the final stamped and signed plans, specifications, and estimate. In June 2018, the Project was selected by the United States Bureau of Reclamation for \$300,000 in grant funding under the WaterSMART Drought Response Program. In September 2020, the Project was selected by the California Department of Water Resources for \$2.5 million in grant funding as one of five projects that received funding submitted by the Watersheds Coalition of Ventura County under the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. Altogether, \$2.8 million in grant funding will be applied to the construction of the Project.

Discussion:

In March 2021, District staff issued a Requests for Qualifications/Proposals (RFQ/P) to selected engineering firms for construction management and inspection services (see table below). On April 23, 2021, the District received four (4) proposals. An interview panel consisting of District engineering staff, operations and maintenance staff and the District's design engineer (non-voting) interviewed the top three (3) qualified firms on May 18, 2021 and unanimously selected HDR Engineering, Inc. (HDR) as the most qualified and responsive engineering firm to perform construction management and inspection services related to the Project.

Proposer	Submitted Proposal	Interviewed	Selected
HDR Engineering, Inc., Ventura	√	√	√
MNS Engineers, Inc., Westlake Village and GHD, Irvine	√	√	
Water Systems Consulting, San Luis Obispo	√	√	
MKN & Associates, Inc., Ventura	√		
Potential Proposer	Non- Responsive		
Black and Veatch Corporation, Irvine	X		
Carollo Engineers, Inc., Los Angeles	X		
Civiltec Engineering, Inc., Monrovia	X		
Filippin Engineering, Goleta	X		
Jacobs Engineering Group, Inc., Irvine	X		
Parsons, Pasadena	X		
Phoenix Civil Engineering, Inc., Santa Paula	X		
Stantec Consulting, Inc., Santa Barbara	X		

Agenda Item 4.2 Iron and Manganese Treatment Project Construction Management and Inspection Services Contract Award to HDR Engineering, Inc.
Motion

Staff is recommending a contract to HDR in the amount of \$701,956 (includes 10% contingency or \$63,814 to be used upon the District's written authorization only).

HDR's scope of work includes typical construction management services such as coordination between the District's Staff, Design Engineer, Geotechnical Engineer, Surveyor, Contractor, and State regulators, local agencies and Federal or State grant administrators, conduct regular construction progress meetings; enforce the requirements of the construction documents; local, State and Federal regulations, District policies and procedures; environmental documents and mitigation measures and labor compliance; review, respond and monitor contractor's construction schedule and schedule of values; track quantities, review progress payment requests and make recommendations; review, pre-screen and validate all Requests for Information (RFI) and Change Order Requests (CORs); provide document control software and services; coordinate field inspections; provide special inspections; coordinate plant startup and testing; prepare an Operations Manual and Operations Plan; and prepare final punch list. The above listed services will be provided for the entire period of construction and implementation which is anticipated to be complete on October 30, 2022.

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The total construction management and inspection services cost of \$701,956 is included in the Fiscal Year 2021-22 through 2022-23 Capital Improvement Project (CIP) Budget of \$12,570,508 (CIP No. 8007). No additional funding is requested.

Attachments: A - Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2021, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **HDR Engineering, Inc.**, a multi-disciplinary architecture, engineering, and construction firm, (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional construction management services in connection with the **Iron and Manganese Treatment Plant at the El Rio Water Treatment and Groundwater Recharge Facility** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

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

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the professional construction management services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **John Coffman** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b) maintain direct communication with UNITED's **Associate Engineer, Adrian Quiroz** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **December 31, 2022**.

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **seven hundred one thousand nine hundred fifty-six dollars (\$701,956), including 10 percent contingency to be used only upon the District's written authorization**, for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual

costs and expenses, and the total amount of compensation requested by CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's **Associate Engineer, Adrian Quiroz**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay

in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or

corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of

an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	John Coffman HDR Engineering, Inc. 200 E. Santa Clara Street, Suite 200 Ventura, CA 93001-2795
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To UNITED:	Adrian Quiroz Associate Engineer
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United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

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

HDR ENGINEERING, INC.

By _____
Kip D. Field, Sr. Vice President

EXHIBIT “A” TO AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.



Task 1 Project Coordination

Provide Construction Management (CM) Project Coordination for a 16-month duration construction project. The Construction Manager (CM) will interface with UWCD Project Manager (PM) Adrian Quiroz, PE and District Operators and will manage the day to day communications with the UWCD Project Team per Task 1 of the RFP. 200 total CM hours are budgeted for the 16-month duration project (approximately 2-3 hours per week). Activities will commence upon the Contractor's notice to proceed and complete 16-months later. Meetings with agencies are anticipated to be virtual or face to face at jobsite (if conditions permit). Task includes coordinating the following activities with the budgeted amounts shown below. Meetings described below are budgeted per Task 2:

- Provide coordination with staff from UWCD including; PM, operations, environmental services, and administrative staff. Provide coordination with Design Engineer and Geotechnical Engineer
- Division of Drinking Water: Facilitate two, 2-hour onsite or virtual meetings with the local representative of the Carpinteria office of the Division of Drinking Water. Document meeting minutes and distribute to UWCD within three days of meeting. The second meeting is anticipated to include a walk through with DDW staff prior to startup of the water treatment plant.
- Regional Water Quality Control Board: Facilitate two, 2-hour onsite meetings with local RWQCB representative to review site SWPPP and in place BMP's. Document the meeting and address RWQCB corrective measures with the Contractor. CM will engage Contractor as part of site meetings. SWPPP testing services (if required), NOI submittal, SWPPP preparation and amendments to be provided by others
- Ventura County Fire Department – Facilitate VCFD site visit inspections for relocated hydrant and fire sprinkler system. Provide project documentation to UWCD PM. Two onsite 1- hour meetings are included within the daily workflow, one for hydrant and one for the sprinkler system
- Ventura County Waterworks District – Provide coordination with VCWWD representative for connection to sanitary sewer system, two onsite 1-hour meetings will be provided and will occur in the daily workflow. Coordinate corrections with Contractor.
- Coordinate with the District's grant administrations representative. Anticipated to require 16 hours of support effort included within the daily onsite workflow. It is assumed the Districts representative will fill out and submit required documentation and the CM's role is to provide progress report updates

Task 2 Meetings

CM to host and attend onsite (or virtual) meetings depending on conditions related to Covid-19. The following 74 meetings are anticipated and budgeted for during the 16-month project duration project:

- One, 1- hour pre-construction meeting (refer to task 2.1 in fee estimate)
- Weekly one-hour Contractor progress meetings (69 meetings)
- One, 2-hour Startup and Commissioning kick off meeting
- Two, 2-hour meetings with the RWQCB
- Two, 2-hour meetings with the Division of Drinking Water
- Two, 1 -hour meetings with VCFD
- Two, 1 -hour meetings with VCWWD
- Facilitate and coordinate up to two 1-hour site visits from State or Federal Representatives during the 16-month project.

CM will provide meeting minutes to UWCD PM within two days of said meetings and PM to provide comments to CM within one day. The level of effort for each meeting is anticipated to be two hours per meeting and the total level of effort for all meetings is 246 hours.

Task 3 Preconstruction Activities

CM to review the following items prior to Contractor mobilization to the jobsite:

- Conformed construction documents (front end documents, plans and specifications)
- Contractor's proposed baseline schedule, sequence of construction and schedule of work
- Local, State and Federal Regulations pertaining to the project
- District policies and procedures
- Environmental Documents and mitigation measures
- Document Control Training

20 hours have been budgeted to review the above items. We assume the above documentation will be made available to HDR prior to the Contractor's notice to proceed.

Task 4 Construction Management

Task 4.1 Change Order Review

CM will utilize conformed construction documents to screen Contractor change order requests (COR). The CM will review the validity of each change order request and coordinate with Design Engineering Firm who is responsible for preparing a detailed change order review for COR's that are deemed acceptable or those that are requested by District staff. CM will provide up to 40 hours performing an initial screening check review of the validity of the Contractor's COR's.

Task 4.2 Construction Management Services

CM to provide the following activities.

- Provide document control services at 20 hour per week for the first 4 months of the project through the heavy submittal phase. Services will be used using Newforma Construction Management Software. Costs for licensing up to 6 HDR staff members is included. Costs for the Contractor and owner to use Newforma Software are at no cost to the District. For the remainder of the project, UWCD will provide a document control technician to manage the document control activities for outstanding submittals, RFI's, schedule updates and change orders
- Provide management of project related to schedule, cost, quality, scope, and performance
 - HDR will stay on top and in front of the pulse of the project. The approved Baseline Schedule and schedule updates will be referred to in conjunction with the 3-week look-ahead to track that the project is on path to completion on time. The HDR team will provide the inspection and oversight necessary for the construction of a project that meets the drawings and specifications. HDR will refer to the Schedule of Values for determining the cost of project to date and rely on plentiful experience for preliminary review of Change Order Requests.

- Provide contract compliance support for District, local, State and Federal requirements
 - Prevailing wage and requirements from the state for workers working on public projects.
- Track quantities, review progress payment requests and make payment recommendations
 - HDR will work with United Staff and refer to the Schedule of Values in reviewing actual work completed by the contractor before approving the contractor's Monthly Payment Request Application.
- Perform progress, schedule and budget monitoring of the Contractor's schedule and schedule of values.
 - Progress of construction will be discussed at every weekly Construction Progress Meeting and a recovery plan will be requested of the contractor if the schedule is in continuous delay. The contractor will be required to include status of budget on Monthly Progress Payment Applications.
- Assist UWCD in preparing quarterly progress reports for Contractor performance and financial progress reporting
 - HDR will refer to the contractor's billing information to keep United informed of the budget status of the project; such documents will include the contract
 - Assist staff in preparing quarterly progress performance and financial progress reports including up to two hours per quarter preparing reports. HDR will provide photos and documentation which supports the construction and financial progress of the project. Review Contractor's requests and issue responses as needed;
- HDR will provide preliminary review of all RFIs and potential contractor issues to make sure that the matters are legitimate and not covered in the Construction Bid Documents. Verify labor compliance;
 - Prevailing wage and requirements from the state for workers working on public projects.
- Coordinate inspections with special inspectors and Oakridge Geosciences
 - HDR will refer to the 3-week Look-ahead Schedule and be abreast of daily construction operations; therefore, providing the appropriate advance notice to all related team members of the upcoming project needs.
- Coordinate plant testing and start-up (up to 180 hours of onsite startup supervision is provided)
 - HDR will provide multiple follow-up reminders on Start-up and Commissioning Plan development; will develop a check list that identifies all required material and equipment for such prior to actual Start-up date.
- Prepare a final punch list
 - HDR will develop an Outstanding Items List prior to creating the Formal Punch List. The Punch List will include and require United Staff to perform a Project Site Walk; such items would be included. Final completion of the project will require that all punch list items be addressed and completed.
- Contract closeout
 - At Closeout HDR will work with contractor and the designer to incorporate all redlines to an As-built Set of drawings. HDR will process final payment to the contractor including retainage. HDR will transmit all Project Files to United. HDR will see that all contractor required materials, tools, spare parts, reference documents, O&M Manuals, and training material be delivered to United.

- Facilitate discussions between Contractor and UWCD operations to limit interruptions to the existing treatment and conveyance system to the OH Pipeline
 - HDR will provide multiple follow-up reminders for the contractor to provide Shut-down Plans and schedules and coordinate with operators. Prior to shut-down, HDR will confirm that all materials and equipment are on site per the Shut-down Checklist.
- Coordinate with UWCD and Contractor to minimize impact to drinking water deliveries to the OH Pipeline.
 - HDR will work with United Operations to develop a Treatment Systems Table that includes information on all systems of the plant that will require a shut-down. The table will include the system name; duration of shut-down allowable; day of week and time of day shut-down is allowable; special equipment or material required for shut-down.

Task 5 Design Services During Construction

Scope of Work

HDR will produce a separate Operations Manual and Operations Plan for the WTP. The Operations Manual is specific to the WTP and meant to supplement the Operations Manual for the rest of the El Rio facility. It is assumed that the Draft Operations Manual will NOT be submitted to DDW as part of the application for an amended water supply operating permit. A separate Operations Plan updated with new content compliant with CA Code of Regulations Section 64661 will be developed as a separate document based on the previous operations plan. The documents should be kept separate because the document submitted to the state should not contain additional information that may be beneficial to the operator but not required or specified in the regulatory document.

The Operations Manual will consist of a relatively short book (approximately 15 pages) intended to describe the operation of the whole integrated process. Appendices to the Operational Manual will include technical O&M content from vendors. The content developed for United Water will have the following components:

- Description of the operating equipment and processes that outline operating methods to achieve treatment goals. Description of the process interfaces upstream and downstream of the iron and manganese filtration process.
- Descriptions of operating sequences, such as backwashing, that further explain the operation of the equipment or processes.
- Tables of technical information about the operation and capacity of the process. References to the design details supplied by the engineer of record.
- Descriptions of process controls for the application of water and chemicals to the treatment process. References to the technical descriptions of the treatment components supplied by contractor and equipment vendors.
- Basic descriptions of SCADA controls. References to the design details supplied by the engineer of record.

Deliverables

1. Draft Operations Manual with plant specific content in electronic format (pdf and MS Word). This includes custom developed content and submitted technical content from equipment vendors. Quality review and updates based on comments from HDR process expert and City. Graphics required to convey concepts will be modified engineering drawing sets or technical submittals with simple annotations. Limited photos to show specific details, not every component or control panel.
2. Draft Operations Plan in electronic format as an updated version of the existing Operations Plan. This plan has abbreviated content intended to satisfy the submittal requirements to the State Division of Drinking Water. Graphics required to convey concepts will be modified engineering drawing sets or technical submittals with simple annotations.
3. Final Operations Manual and Operations Plan (maintained as separate documents) will be updated after startup with lessons learned and District comments.

Assumptions

The scope of work is based on the following assumptions:

- Kennedy Jenks reviews equipment O&M manuals from contractor for accuracy and completeness, and those manuals (as indexed PDF) are available for use in the Plant Operations Manual. HDR will not review these manuals but will notify KJ if during the normal course of work deficiencies are noticed.
- Approved equipment O&M manuals are available 30 days prior to delivery of final O&M Manual and Operations Plan.
- Kennedy Jenks allows use of drawings and descriptions of process from Technical Memorandums, Specifications, and Plans in the District Operations Manual and Operations Plan.
- City provides editable Operations Plan (MS Word) of existing facility for updating to draft level document (with intent to submittal final after startup) a minimum of 2 months before the planned permit amendment submittal. Actual permit amendment request to be written by District.
- No development of Standard Operating Procedures, but operating sequences may be described in the Operations Manual
- Descriptions of chemical addition will be limited to require dose and solution line at injection point. Descriptions of gas chlorine systems will not be provided.

Level of Effort

Level of effort for individual aspects is described with the individual deliverables. Total level of effort is expected to be 208 hours. The effort consists of

- Draft Operations Manual developed in 114 hours with an additional 22 hours of QA/QC review and adoption of comments.

- Draft Operations Plan developed in 48 hours including review and adoption of comments.
- Final Operations Manual and Operations Plan updated after startup is expected to take 24 hours.

Reference from CA Code of Regulations

§64661. Operations Plan.

(a) A supplier shall operate each treatment plant in accordance with an operations plan that has been approved by the State Board. With a permit application for a new treatment plant or modification to an existing treatment plant, the supplier shall submit for State Board review the operations plan to determine if it includes those items required in subsection (b). The State Board shall review the operations plan to determine if it includes those items required in subsection (b). The operations plan shall be designed to produce the optimal water quality from the treatment process. The supplier shall operate its treatment plant in accordance with the approved plan.

(b) The operations plan shall consist of a description of the utility's treatment plant performance monitoring program, unit process equipment maintenance program, filter media inspection program, operating personnel, including numbers of staff, certification levels and responsibilities; how and when each unit process is operated; laboratory procedures; procedures used to determine chemical dose rates; records; response to plant and watershed emergencies; and reliability features.

Task 6 Geotechnical Services During Construction

Task 6 will be provided by Oakridge Geosciences

Task 7 Surveying Services

Task 7 will be provided by Stantec Consulting. HDR CM to provide coordination with Stantec surveyor for activities related to form certifications or potholing of utilities (if required by UWCD)

Task 8 Environmental Services

Task 8 Environmental services will be provided by UWCD.

Task 9 Field Observations

Review UWCD daily field inspection reports and provide comments. It is anticipated that UWCD Staff will prepare a field daily for 20 hours per week and have a presence onsite for five days per week. HDR will provide field observation reports for critical activities, special inspections and startup and testing inspections per Task 10.

Task 10 Special Inspections

Electrical Inspections

Provide 200 hours of onsite observation and reporting for electrical equipment installations. Inspections are anticipated to be continuous inspections (from start to finish).

Startup and Testing Services

Provide 200 hours of onsite observation and reporting for startup and commissioning activities. Inspections are anticipated to be continuous inspections (from start to finish).

Reinforcing Steel Identification, Sampling, and Testing

Samples will be gathered once delivered to the site, and the samples will be returned to the laboratory for tensile and bend strength testing. A copy of the mill certificates for the reinforcing steel will be collected upon delivery to the site and provided to the Design Engineer for review and approval. Daily inspection reports will be prepared and provided to the Client.

For the purpose of this proposal, 16 hours of these services will be required.

Reinforcing Steel Placement Inspection

Provide special inspection of steel reinforcement prior to placement of concrete. Reinforcing steel placement will be inspected at the jobsite by a special inspector. Field reports documenting the findings will be provided. For the purpose of this proposal, 96 hours of these services will be required.

Shop and Field Welding Inspection

An AWS-Certified Welding Inspector will observe welding at the fabrication shop and at the job site, provided it is within 2 hours drive time of the jobsite. The inspector will verify welder credentials and that welds comply with the approved project plans and project specifications. Daily field inspection reports will be prepared and provided to the Client. For the purpose of this proposal, 16 hours of inspection would occur at the shop, and 96 hours would occur on the job site.

High Strength Bolting Sampling and Inspection, and Torque Testing

High strength bolts to be used on the project will be identified and sampled, and returned to the laboratory for testing, as required. Written reports documenting the test results will be provided. For the purpose of this proposal, 96 hours of bolting inspection would occur on the job site.

Post-Installed Anchor Pull and/or Torque Testing

Post-installed anchors will be pull tested or torque testing in accordance with the project specifications. Written reports documenting the results will be provided.

For the purpose of this proposal, 88 hours of testing inspection and testing would be required. The fees estimate provided below also includes 14 days of pull testing equipment or calibrated torque wrench charges.

Masonry Testing and Inspection

A Special Inspector will observe placement of masonry block for compliance with the project specifications and observe grout placement. It is anticipated inspection will be required full-

time. Samples of the block will be returned to the laboratory for strength testing. Grout and mortar samples will be taken at selected intervals, and cores will be drilled as necessary. Samples will be returned to the laboratory for curing and testing.

For the purpose of this proposal, 200 hours of inspection and testing would be required.

Block, Masonry Prism, Grout, and Mortar Strength Testing

Unconfined compression tests will be performed to test strengths of block, masonry prisms, grout samples, and mortar samples. Reports documenting the results will be provided.

Task 11 Labor Compliance

HDR will provide the following Labor Compliance services.

- Perform up to five (5) in person interviews of onsite workers from various labor classifications and or general or subcontractor classification. It is anticipated that UWCD will assist during the interviews. Prepare one-page letter report to UWCD PM and file in the project documentation system. Notify UWCD of shortcomings of the Contractor to provide the required labor compliance services
- Request weekly payroll information from the Contractor and perform spot checking on a monthly basis. We have budgeted one hour per week to spot check the certified labor reports. UP to 69 hours of labor compliance monitoring will be provided by a Project Coordinator throughout the project duration.

Construction Procedures

Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project.

Assumptions:

1. Project duration is anticipated to be 16 months (69 - week project).
2. District staff will provide onsite observations for 20 hours minimum duration for the project duration. District operators will also provide assistance, on occasion, when District Engineers are not available to support project.
3. UWCD will provide document control services following the first four months of the project.
4. Design Engineer will review change orders for acceptance of costs, CM will screen change orders prior to submitting to Design Engineer.
5. Construction will be complete by November 1, 2022.
6. Fees, permits and as built plan services are by others.

United Water Conservation District
El Rio Iron and Manganese Treatment Plant
Estimated Level of Effort and Fee



NO.	TASK DESCRIPTION	LEVEL OF EFFORT (HOURS)										FEE (DOLLARS)				
		Principal Engineer	Construction Manager	Electrical Inspector	QA/QC	Startup and Testing Engineer	Document Control Specialist	Technical Advisor	Accountant	Project Coordinator	Total Labor	Labor	Subs	Direct Costs	Total	TOTAL
	Client Billing Rates	\$295	\$275	\$175	\$255	\$175	\$135	\$295	\$145	\$115	\$212		Calc	Calc	Calc	-2
1	Project Coordination															
1.1	Project Coordination	8	200						18	24	250	62,730	0	1,568	64,298	
	Subtotal 1 Project Coordination	8	200	0	0	0	0	0	18	24	250	62,730	0	1,568	64,298	64,300
2	Meetings															
2.1	Kickoff Meeting	2	4	4	4	4	2				20	4,380	0	110	4,490	
2.2	Meetings	16	140				70				226	52,670	0	1,317	53,987	
	Subtotal 2 Meetings	18	144	4	4	4	72	0	0	0	246	57,050	0	1,427	58,477	58,500
3	Pre Construction															
3.1	Pre Construction Activities	3	20	6		6	8	2		8	53	11,075	0	277	11,352	
	Subtotal 3 Pre Construction	3	20	6	0	6	8	2	0	8	53	11,075	0	277	11,352	11,400
4	Construction Management															
4.1	Change Order Reviews		40								40	11,000	0	3,710	14,710	
4.2	Construction Management Services	6	550				350	24			930	207,350	0	5,184	212,534	
	Subtotal 4 Construction Management	6	590	0	0	0	350	24	0	0	970	218,350	0	8,894	227,244	227,200
5	Operations Manual and Operations Plan															
5.1	Operations Manual and Operations Plan		4		22	186					212	39,260	0	982	40,242	
	Subtotal 5 Operations Manual and Operations Plan	0	4	0	22	186	0	0	0	0	212	39,260	0	982	40,242	40,200
9	Field Observations															
9.1	Field Observations	5	40								45	12,475	0	312	12,787	
	Subtotal 9 Field Observations	5	40	0	0	0	0	0	0	0	45	12,475	0	312	12,787	12,800
10	Special Inspections															
10.1	Special Inspections	2	80	200		200				92	574	103,170	102,410	4,632	210,212	
	Subtotal 10 Special Inspections	2	80	200	0	200	0	0	0	92	574	103,170	102,410	4,632	210,212	210,200
11	Labor Compliance															
11.1	Labor Compliance	2	17							69	88	13,200	0	330	13,530	
	Subtotal 11 Labor Compliance	2	17	0	0	0	0	0	0	69	88	13,200	0	330	13,530	13,500
TOTAL for all Tasks (including Optional Tasks), hours		44	1,095	210	26	396	430	26	18	193	2,438					
TOTAL for all Tasks (including Optional Tasks), dollars												517,310	102,410	18,422	638,142	638,100

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

1. Reimbursable Expenditures

A. Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night [excluding

taxes] for the months of October 2020 and January – September 2021). GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.

EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
Including operations, products and completed operations, as applicable. | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

- | | | |
|----|-------------------------------|---|
| 3. | Employer's Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 4. | Errors & Omissions Liability: | \$1,000,000 per claim. |
| 5. | Valuable Document Insurance | Full Equity of all Documents |

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Robert Richardson, Senior Engineer
Adrian Quiroz, Associate Engineer

Date: June 29, 2021 (July 14, 2021 Meeting)

Agenda Item: 4.3 Iron and Manganese Treatment Project Design Services during Construction Contract Award to Kennedy/Jenks Consultants, Inc.
Motion

Staff Recommendation:

The Board will consider awarding a design services during construction contract to Kennedy/Jenks Consultants, Inc. in the amount of \$537,488 (includes 10% contingency or \$48,863 to be used upon the District's written authorization only) and authorizing the General Manager to execute the contract with Kennedy/Jenks Consultants, Inc. for design services during construction of the Iron and Manganese Treatment Removal (Phase 1) Project.

Introduction:

The District is proposing to construct an iron and manganese treatment facility (Project) for three (3) existing Lower Aquifer System (LAS) wells as part of the El Rio Water Treatment and Groundwater Recharge Facility (El Rio). Phase 1 will include treatment up to 3,500 gallons per minute (15.47 AFD) and provisions have been included to allow for a future expansion up to 8,500 gallons per minute (37.56 AFD or the entire LAS wellfield capacity). The Project is considered a drought resiliency project and will help secure drinking water supplies during periods when water supply and quality becomes impaired in the Upper Aquifer System (UAS). The Project will primarily be operated during periods of drought when use of UAS wells is limited by nitrate concentrations or low groundwater levels.

Background:

The recent drought conditions that started in 2012 caused nitrate concentrations in the UAS wells to increase, corresponding with gradually declining groundwater levels. Production from the LAS wells and subsequent blending with water from the UAS wells allowed the District to maintain nitrate concentrations in delivered water below the maximum contaminant level (MCL). However, water produced from the deep LAS wells contain high levels of iron and manganese. Although not a health concern, both contaminants are regulated by the Division of Drinking Water as secondary drinking water standards. In addition, high iron and manganese concentrations can cause fouling

Agenda Item 4.3 Iron and Manganese Treatment Project Design Services during Construction Contract Award to Kennedy/Jenks Consultants, Inc.
Motion

in reverse osmosis systems which has been observed at the downstream Brackish Water Reclamation Demonstration Facility operated by Port Hueneme Water Agency (PHWA).

In August 2016, District staff completed a feasibility study for construction of an iron and manganese treatment facility at El Rio that included the results from pilot testing performed by Layne Christensen Company which informed filter media selection. In July 2018, the District's Board of Directors awarded a design services contract to Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) for final design and bid phase services related to the proposed Project. In September 2018, District staff completed a second pilot test to inform the final design as it relates to washwater recovery and waste solids handling. In January 2021, Kennedy/Jenks completed the final stamped and signed plans, specifications, and estimate. In June 2018, the Project was selected by the United States Bureau of Reclamation for \$300,000 in grant funding under the WaterSMART Drought Response Program. In September 2020, the Project was selected by the California Department of Water Resources for \$2.5 million in grant funding as one of five projects that received funding submitted by the Watersheds Coalition of Ventura County under the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. Altogether, \$2.8 million in grant funding will be applied to the construction of the Project.

Discussion:

Kennedy/Jenks will provide design services during construction that include quality assurance and control to ensure design intent is met; attend construction progress meetings to clarify design intent as needed; prepare the conformed plans and specifications to include addenda produced during the bid process; coordinate with the District's Project Manager and Construction Manager; respond to the Contractor's Requests for Information (RFI); review, comment and respond to Contractor's shop drawings and submittals; review and respond to Change Order Requests (CORs); provide structural inspections per the California Building Code; provide assistance in the start-up and testing of the facility; prepare record drawings based on the Contractor's red line drawings; and assist with preparation of the Operations and Maintenance Manual. The proposed services will be provided for the entire period of construction and implementation which is anticipated to be complete on October 30, 2022.

Staff is recommending a contract to Kennedy/Jenks in the amount of \$537,488 (includes 10% contingency or \$48,863 to be used upon the District's written authorization only).

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

**Agenda Item 4.3 Iron and Manganese Treatment Project Design Services during
Construction Contract Award to Kennedy/Jenks Consultants, Inc.
Motion**

Fiscal Impact:

The total design services during construction cost of \$537,488 is included in the Fiscal Year 2021-22 through 2022-23 Capital Improvement Project (CIP) Budget of \$12,570,508 (CIP No. 8007). No additional funding is requested.

Attachments: A - Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2021, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **Kennedy/Jenks Consultants, Inc.**, a multi-disciplinary engineering consulting firm, (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional engineering services in connection with the **Iron and Manganese Treatment Plant at the El Rio Water Treatment and Groundwater Recharge Facility** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

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

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **Jeffrey T. Savard** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b) maintain direct communication with UNITED's **Senior Engineer, Robert J. Richardson** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **December 31, 2022**.

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **five hundred thirty-seven thousand four hundred eighty-eight dollars (\$537,488), including 10 percent contingency to be used only upon District's written authorization**, for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual costs and expenses, and the total amount of compensation requested by

CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's **Senior Engineer, Robert J. Richardson**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in

performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or

corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of

an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	Jeff Savard Vice President Kennedy/Jenks Consultants 2775 North Ventura Road, Suite 202 Oxnard, CA 93036
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To UNITED:	Robert J. Richardson
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Senior Engineer
United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of

the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

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

KENNEDY/JENKS CONSULTANTS, INC.

By _____
Jeff Savard, Vice President

**EXHIBIT “A” TO AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES**

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.

EXHIBIT “A” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Kennedy Jenks shall provide professional engineering consultation services consisting of engineering services during construction of the **Iron and Manganese Treatment Plant at the El Rio Water Treatment and Groundwater Recharge Facility (“Project”)** in accordance with the following scope of services.

SCOPE OF SERVICES

TASK 1: PROJECT ADMINISTRATION

1.1 Project Management

The purpose of this task is to oversee the project scope, budget and schedule throughout the construction services phase. Management activities will include project planning, organizing staff and resources, budget tracking, and on-going communications with the District and the project team regarding project status and priorities via email, telephone and face to face meetings. The estimated effort/budget assumes a 14 month project duration.

➤ Deliverables – Invoices and monthly progress reports.

1.2 Quality Assurance/Quality Control

The project manager will oversee the Kennedy Jenks’ internal quality assurance/quality control procedures throughout the course of this project. Deliverables will be reviewed by senior staff members to ensure it meets Kennedy Jenks standards for quality.

1.3 Meetings

Construction phase services include participating in the following meetings by telephone.

- Pre-construction meeting for up to three Kennedy Jenks staff (project manager, project engineer, project coordinator). Budget assumes participation by phone.
- Construction progress meetings as requested by the District for up to two Kennedy Jenks staff. Budget includes up to 20 meetings and assumes participation by phone.

TASK 2: DESIGN AND CONSTRUCTION COORDINATION

2.1 Conformed Plans and Specifications

Kennedy Jenks will prepare a set of conformed plans and specifications for use by the construction contractor and the District. The conformed plans and specifications will incorporate the addenda into the design documents.

- Deliverables – One set of full-size reproducible bond drawings and one complete set of electronic drawings (pdf format) and one complete set of specifications (pdf format).

2.2 Coordination

Kennedy Jenks will respond to informal requests and/or questions from the District regarding the design documents throughout the construction duration. Kennedy Jenks will also review information provided by the District's Construction Manager including meeting minutes, daily inspection reports, construction photos and special inspection reports. This scope task assumes that this coordination will require an average of 5 hours per week for 14 months.

2.3 Requests for Information (RFI)

Kennedy Jenks will respond to Contractor's RFI's forwarded by the District. The effort assumes that RFIs will be reviewed and electronically processed. This budget is based on a total of 100 RFI's (which includes follow-up responses estimated at 25% of total initial requests: 75 initial RFI's with 25 follow-up requests) during the construction project.

- Deliverables – RFI responses in electronic format.

TASK 3: SUBMITTALS AND SHOP DRAWINGS

Kennedy Jenks will review, comment and respond to Contractor shop drawings and submittals. For this budget, 200 shop drawings and submittals (which includes resubmittals) are assumed. It is also assumed the shop drawing re-submittal rate will be 33% of the total number of shop drawings (150 submittals or shop drawings and 50 re-submittals). It is assumed that the District's Construction Manager will generate and maintain logs of submittals and shop drawings.

If Kennedy Jenks observes any serious issues/deficiencies early in review of the submittal, Kennedy Jenks will notify the District before expending additional resources further reviewing the submittal. It is also assumed that the District's Construction Manager will conduct an initial review for completeness before forwarding the submittal to Kennedy Jenks.

Kennedy Jenks will assign one of the following review actions to the submittal:

- NET (No Exceptions Taken)
- MCN (Make Corrections Noted)
- A&R (Amend and Resubmit)
- RR (Rejected, Resubmit)
- NR (Not Reviewed)

- NCR (Noted, Copy Retained)

Kennedy Jenks will prepare a Shop Drawing Review Letter (SDRL) for the submittal and email SDRL in pdf format to the District.

➤ Deliverables – SDRL responses in electronic format.

TASK 4: CHANGE ORDER REVIEW ASSISTANCE

Kennedy Jenks will review and respond to up to five (5) proposed change orders, forwarded by the District. Written responses will be prepared and returned to the District.

The effort associated with this task assumes that change orders will be handled as follows:

- District emails proposed change order to Kennedy Jenks in pdf format.
- Kennedy Jenks develops response to proposed change order in pdf format with supplemental sheets appended to the response if necessary. It is assumed that the District's Construction Manager will prepare an independent cost estimate and negotiate change orders with the Contractor.

➤ Deliverables – Change order review responses in electronic format (pdf).

TASK 5: STRUCTURAL OBSERVATION

Kennedy Jenks' design engineers will provide 3 structural observation visits in accordance with Chapter 17 of the California Building Code. We will provide these visits in coordination with the stage of work appropriate for review. We will provide one structural observation memorandum documenting each visit. Our proposal assumes a total of forty (40) hours for this task.

➤ Deliverables – Structural observation memorandum in electronic format (pdf).

TASK 6: STARTUP ASSISTANCE

Kennedy Jenks will provide up to 20 hours of overall facility startup assistance. The goal is to assist the Contractor and District in starting-up/testing the facilities. Startup assistance will be performed remotely via telephone in coordination with District staff. It is assumed that site visits during startup are not required.

TASK 7: RECORD DRAWINGS

Kennedy Jenks will update the design drawings (92) to produce record drawings using red line drawings maintained by the Contractor during construction.

- Deliverables – One set of full-size reproducible bond drawings and one complete set of electronic drawings (pdf format and AutoCAD compatible).

TASK 8: OPERATIONS MANUAL REVIEW

Kennedy Jenks will review and provide input to the operations manual being prepared by the District's Construction Manager for the WTP. The scope assumes that no more than 50 hours will be required for this task.

SCOPE ASSUMPTIONS

The scope of work is based on the following assumptions:

- The District will provide daily inspection and resident engineering. The District will provide Kennedy Jenks copies of daily inspection reports, meeting minutes and construction progress photos.
- Special inspection and testing services such as soils and materials testing and weld testing and inspection will be provided by an appropriate service under contract directly to the District. It is assumed that special inspection and testing reports will be provided to Kennedy Jenks.
- Kennedy Jenks submittal review shall be for conformance with the design concepts and general compliance with the construction contract documents. Kennedy Jenks shall not include review of fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the construction contractor. Kennedy Jenks' review will be conducted with the reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. Kennedy Jenks will not be required to review and will not be responsible for any deviations from the construction contract documents not clearly noted by the construction contractor, nor will Kennedy Jenks be required to review partial submissions or those for which submissions for correlated items have not been received. Acceptance, which means taking no exception, of construction contractor's designs of sheeting and shoring by Kennedy Jenks on behalf of District, will not include review or approval of designs.
- The District will prepare the application for an amended DDW water supply operating permit.
- The District will review and monitor the Contractor's red line record drawings to verify they are up to date and accurately reflect revisions to the Work.
- The Contractor will be responsible for preparing a testing plan and a commissioning plan and conducting the testing and commissioning, in accordance with the provisions specified in the Contract Documents.

- The Contractor will provide all equipment O&M manuals and commissioning worksheets as specified in the Contract Documents.

CLIENT Name: United Water Conservation District

PROJECT Description: Construction Support Services - El Rio Fe/Mn WTP

Proposal/Job Number: Date: 6/23/2021

January 1, 2020 Rates																		KJ	KJ	KJ				
Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Administrator	Admin. Assist.	Aide		Labor	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	\$305	\$290	\$270	\$245	\$220	\$200	\$185	\$165	\$130	\$175	\$155	\$140	\$120	\$130	\$110	\$85	Hours	Fees	Fees	10%				Fees
Task 1 Project Administration																								
1.1 Project Management (14 months)																	0	\$0		\$0	\$0	\$0	\$0	\$0
PM Communications	28																35	\$9,310		\$0	\$9,310	\$0	\$0	\$9,310
Project Status Updates	14																14	\$4,270		\$0	\$4,270	\$0	\$0	\$4,270
Project Set-up and invoicing	18													18			36	\$7,830		\$0	\$7,830	\$0	\$0	\$7,830
Health & Safety	1			2												1	4	\$905		\$0	\$905	\$0	\$0	\$905
1.2 QA/QC		32															32	\$9,280		\$0	\$9,280	\$0	\$0	\$9,280
1.3 Meetings																	0	\$0		\$0	\$0	\$0	\$0	
Pre-construction conference	4	4		4													12	\$3,360		\$0	\$3,360	\$0	\$0	\$3,360
Construction meetings (20)	40	40															80	\$23,800		\$0	\$23,800	\$0	\$0	\$23,800
Task 1 - Subtotal	105	76	0	6	0	0	0	0	0	0	0	0	0	18	8	0	213	\$58,755	\$0	\$0	\$58,755	\$0	\$0	\$58,755
Task 2 Design & Construction Coordination																								
2.1 Conformed Plans & Specifications		16				24						40		8			88	\$16,080	\$500	\$50	\$16,080	\$0	\$550	\$16,630
2.2 Coordination (14m)	30	80	80	30		80											300	\$77,300		\$0	\$77,300	\$0	\$0	\$77,300
2.3 Requests for Information (75 + 25)		100		100		120					30						350	\$82,150		\$0	\$82,150	\$0	\$0	\$82,150
Task 2 - Subtotal	30	196	80	130	0	224	0	0	0	0	30	40	0	8	0	0	738	\$175,530	\$500	\$50	\$175,530	\$0	\$550	\$176,080
Task 3 Submittals & Shop Drawings																								
Submittals & Shop Drawings (150 + 50)		200	100	100	50	250											700	\$170,500		\$0	\$170,500	\$0	\$0	\$170,500
Task 3 - Subtotal	0	200	100	100	50	250	0	0	0	0	0	0	0	0	0	0	700	\$170,500	\$0	\$0	\$170,500	\$0	\$0	\$170,500
Task 4 Change Order Reviews																								
Change Order Reviews (5)		20	10	10		10					10						60	\$14,500		\$0	\$14,500	\$0	\$0	\$14,500
Task 4 - Subtotal	0	20	10	10	0	10	0	0	0	0	10	0	0	0	0	0	60	\$14,500	\$0	\$0	\$14,500	\$0	\$0	\$14,500
Task 5 Structural Observation																								
Sructural Observation		40															40	\$11,600	\$1,000	\$100	\$11,600	\$0	\$1,100	\$12,700
Task 5 - Subtotal	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$11,600	\$1,000	\$100	\$11,600	\$0	\$1,100	\$12,700
Task 6 Startup Assistance																								
Startup Assistance		20															20	\$5,800	\$3,000	\$300	\$5,800	\$0	\$3,300	\$9,100
																	0	\$0		\$0	\$0	\$0	\$0	
Task 6 - Subtotal	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$5,800	\$3,000	\$300	\$5,800	\$0	\$3,300	\$9,100
Task 7 Record Drawings																								
Record Drawings (92)		10		16		16					140					2	184	\$31,940	\$500	\$50	\$31,940	\$0	\$550	\$32,490
Task 7 - Subtotal	0	10	0	16	0	16	0	0	0	0	140	0	0	0	2	0	184	\$31,940	\$500	\$50	\$31,940	\$0	\$550	\$32,490
Task 8 Operations Manual Review																								
Operations Manual Review		50															50	\$14,500		\$0	\$14,500	\$0	\$0	\$14,500
Task 8 - Subtotal	0	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$14,500	\$0	\$0	\$14,500	\$0	\$0	\$14,500
All Phases Total	135	612	190	262	50	500	0	0	0	0	180	40	0	26	10	0	2005	\$483,125	\$5,000	\$500	\$483,125	\$0	\$5,500	\$488,625

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

1. Reimbursable Expenditures

A. Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night [excluding

taxes] for the months of October 2020 and January – September 2021). GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.

EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
Including operations, products
and completed operations, as
applicable. | \$1,000,000 per occurrence for bodily
injury, personal injury and property
damage. If Commercial General
Liability Insurance or other form with a
general aggregate limit is used, either
the general aggregate limit shall apply
separately to this project/location or the
general aggregate limit shall be twice
the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury
and property damage. |

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors & Omissions Liability: **\$1,000,000** per claim.
5. Valuable Document Insurance **Full Equity of all Documents**

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Robert Richardson, Senior Engineer
Adrian Quiroz, Associate Engineer

Date: June 29, 2021 (July 14, 2021 Meeting)

Agenda Item: 4.4 Iron and Manganese Treatment Project – Construction Contract
Award to GSE Construction Company, Inc.
Motion

Staff Recommendation:

The Board will consider awarding a contract to the lowest responsible bidder, GSE Construction Company, Inc., in the amount of \$9,342,900.00 and authorizing the General Manager to execute the contract with GSE Construction Company, Inc. for the construction of the Iron and Manganese Treatment Removal (Phase 1) Project.

Introduction:

The District is proposing to construct an iron and manganese treatment facility (Project) for three (3) existing Lower Aquifer System (LAS) wells as part of the El Rio Water Treatment and Groundwater Recharge Facility (El Rio). Phase 1 will include treatment up to 3,500 gallons per minute (15.47 AFD) and provisions have been included to allow for a future expansion up to 8,500 gallons per minute (37.56 AFD or the entire LAS wellfield capacity). The Project is considered a drought resiliency project and will help secure drinking water supplies during periods when water supply and quality becomes impaired in the Upper Aquifer System (UAS). The Project will primarily be operated during periods of drought when use of UAS wells is limited by nitrate concentrations or low groundwater levels.

Background:

The recent drought conditions that started in 2012 caused nitrate concentrations in the UAS wells to increase, corresponding with gradually declining groundwater levels. Production from the LAS wells and subsequent blending with water from the UAS wells allowed the District to maintain nitrate concentrations in delivered water below the maximum contaminant level (MCL). However, water produced from the deep LAS wells contain high levels of iron and manganese. Although not a health concern, both contaminants are regulated by the Division of Drinking Water as secondary drinking water standards. In addition, high iron and manganese concentrations can cause fouling in reverse osmosis systems which has been observed at the downstream Brackish Water Reclamation Demonstration Facility operated by Port Hueneme Water Agency (PHWA).

Agenda Item 4.4 Iron and Manganese Treatment Project – Construction Contract Award to GSE Construction Company, Inc.
Motion

In August 2016, District staff completed a feasibility study for construction of an iron and manganese treatment facility at El Rio that included the results from pilot testing performed by Layne Christensen Company which informed filter media selection. In July 2018, the District's Board of Directors awarded a design services contract to Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) for final design and bid phase services related to the proposed iron and manganese treatment plant. In September 2018, District staff completed a second pilot test to inform the final design as it relates to washwater recovery and waste solids handling. In January 2021, Kennedy/Jenks completed the final stamped and signed plans, specifications, and estimate.

In June 2018, the project was selected by the United States Bureau of Reclamation for \$300,000 in grant funding under the WaterSMART Drought Response Program. In September 2020, the project was selected by the California Department of Water Resources for \$2.5 million in grant funding as one of five projects that received funding submitted by the Watersheds Coalition of Ventura County under the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. Altogether, \$2.8 million in grant funding will be applied to the construction of the project.

The State Water Resources Control Board Division of Drinking Water (DDW) regulates treatment and distribution of drinking water at El Rio. The DDW has been informed throughout the feasibility study and design process. On December 8, 2020, the District applied for a Domestic Water Supply Permit Amendment for the proposed iron and manganese treatment plant which DDW staff anticipates will be complete in July 2021.

Discussion:

In accordance with the District's procurement policy and competitive bidding requirements as part of the Federal and State grant agreements, the project was solicited for construction bids using the online procurement service BidNet which includes a California Purchasing Group. The Notice of Inviting Bids was published on BidNet on May 14, 2021. Over 250 vendors registered with the project which included contractors, suppliers, and local plan rooms. In addition to BidNet registered vendors, District staff invited contractors that bid on recent construction projects from other agencies in Ventura County including one iron and manganese treatment plant.

A mandatory pre-bid meeting was held at El Rio on June 2, 2021. Out of the fourteen (14) construction firms that attended the pre-bid meeting, eleven (11) were California Class A General Engineering Contractors capable of bidding the project as a prime contractor. Questions from contractors were received until June 15, 2021. On June 22, 2021, four (4) bids were received as follows:

**Agenda Item 4.4 Iron and Manganese Treatment Project – Construction Contract
Award to GSE Construction Company, Inc.
Motion**

<u>BIDDER</u>	<u>LOCATION</u>	<u>BID</u>
1. GSE Construction Company, Inc.	Livermore, CA	\$ 9,342,900
2. Cushman Contracting Corporation	Goleta, CA	\$ 9,953,000
3. Blois Construction, Inc.	Oxnard, CA	\$ 10,410,210
4. Pacific Hydrotech Corporation	Perris, CA	\$ 10,968,700

Based on the information provided and discussions with references, staff verified that GSE Construction Company has satisfactory experience with water treatment projects including iron and manganese treatment and recommends award of a construction contract.

The tentative project schedule is as follows:

July 14, 2021	Construction Contract Award
August 2, 2021	Notice to Proceed
October 30, 2022	Complete construction and implementation
January 30, 2023	Complete grant administration activities

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District’s existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The total construction cost of \$9,342,900 is included in the Fiscal Year 2021-22 through 2022-23 Budget of \$12,570,508 (CIP 8007). Funding sources include \$2,800,000 in grants that will contribute to the construction of the project. No additional funding is requested.

Attachments: A - Agreement

AGREEMENT

THIS AGREEMENT, made and entered into on _____, **2021** by and between **United Water Conservation District**, a public corporation organized and existing under the provisions of California Water Code section 74000 *et seq.*, hereinafter referred to as "Owner," and **GSE Construction Company Inc.** hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined herein, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.

2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as **construction of the El Rio Iron and Manganese Water Treatment Plant Phase 1 (C.I.P. 8007, Spec. No. 20-03)**, and as more specifically set forth in the Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefor, the prices set forth in the accepted Bid Proposal and herein, subject to additions or deductions as provided for in the Contract Documents. The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed and approved in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for final completion of the Work.

4. The Work shall commence within fifteen (15) days after the date specified in the Notice To Proceed issued by the Owner, and shall be fully completed not later than **four hundred (400) calendar days** from the Commencement Date specified in the Notice To Proceed **or by October 30, 2022 (whichever comes first)**. Time is of the essence for completion of the Work.

If the Work is not fully completed in the time specified herein, plus any extension of time as may be granted by the Owner pursuant to the terms of the Contract Documents, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall forfeit and pay to Owner as liquidated damages, and not as a penalty, the sum of **\$3,750 (Three Thousand Seven Hundred Fifty Dollars)** for each calendar day beyond the specified completion date until final completion of the Work. Such liquidated damages may be charged to the Contractor directly, or may be deducted from any payments due or to become due to the Contractor.

5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the sum of **\$9,342,900.00 (Nine Million Three Hundred Forty-Two Thousand Nine Hundred Dollars)**, said sum being the total amount stipulated in the Bid Proposal, and hereby contracts to pay the same at the time, in the manner, and subject to the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be fully completed to the approval and entire satisfaction of the Owner and its Engineer.

7. The Contractor shall assume the defense of and indemnify and hold harmless the Owner, and its Engineer, the Owner's Representative, and their respective directors, officers, board members, employees, independent contractors, representatives, consultants, agents, and volunteers, and each of their respective successors and assigns, and each of them (collectively herein "Indemnitees") from and against:

a. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, including, but not limited to, (1) injury to or death of any person, including the Indemnitees; (2) damages to or destruction of property of any person, including the Indemnitees, (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) other loss, damage, or expense, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

b. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the

violation of any existing or future governmental law, ordinance or regulation, specifically including, but not limited to, the safety of workers, compliance with which is the responsibility of Contractor, any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

c. Any dispute between Contractor and Contractor's Subcontractors, suppliers, and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or materialman of any tier or any other person employed in connection with the Work.

d. Any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice, or claim and seek reimbursement from Contractor, either directly or by deduction from any payments due or to become due to Contractor

Contractor shall give prompt written notice to the Owner of any litigation, mediation, arbitration or proceedings pending or threatened against Contractor or any Subcontractor or which relates to the Project and in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than \$50,000. Contractor shall not (and shall not cause or permit any Subcontractor to) initiate or settle any litigation arising out of or related to the Project and/or any Work in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than \$250,000 without Owner's prior written consent and Contractor shall keep Owner apprised of the status of any such litigation.

Contractor shall defend, at the Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees in any such suit, action, or other legal proceeding. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Promptly after receipt by an Indemnitee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential claim from a third party as to which any indemnity provided for in this Agreement and the Contract Documents may apply, the Indemnitee will notify the Owner and Contractor in writing of such fact. Any delay by an Indemnitee in notifying Contractor of any such claim or notice will not excuse Contractor of its obligations hereunder. Upon Contractor's receipt of such notice, Contractor shall assume, on behalf of the Indemnitee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both the Contractor and the Indemnitee, and if the Indemnitee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent

with those available to Contractor, then the Indemnitee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Contractor's expense.

If any third party claim arises as to which any indemnity provided for in this Agreement and the Contract Documents may apply, and Contractor fails to assume the defense of such claim promptly after the receipt by Contractor of notification thereof, then the Indemnitee against which the claim is instituted or commenced may, at Contractor's expense, contest, or (with the prior written consent of Contractor, not to be unreasonably withheld) settle such claim; provided that no such contest need be made and settlement or full payment of any such claim may be made without Contractor's consent (with Contractor remaining obligated to indemnify the Indemnitee under this Agreement and the Contract Documents) if, in the written opinion of the Indemnitee's legal counsel, such claim is meritorious. All costs and expenses incurred by Indemnitee and/or the Owner in connection with any such contest, settlement, or payment may be deducted from any amounts due or to become due to Contractor under this Agreement and the Contract Documents, with all such costs in excess of the amount deducted to be reimbursed by Contractor to the Owner or the Indemnitee promptly following, but not later than thirty (30) days following, Owner's or Indemnitee's demand therefor. In the event and to the extent that the Owner makes a deduction as described in the preceding sentence, then Owner shall be responsible for making appropriate payments to any Indemnitees, and shall indemnify Contractor for any claims by the Indemnitees arising out of Owner's failure to make such payments.

The indemnification obligations herein shall survive the completion of the Work under the Contract and/or expiration or termination of the Contract.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-14 of the Instructions to Bidders, entitled LIABILITY INSURANCE; and Article 7 of the General Provisions, entitled CONTRACTOR'S INSURANCE; and the Special Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees. The indemnification obligations herein shall be in effect without regard to whether or not Owner, Contractor, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such indemnified claims.

8. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

- Notice Inviting Bids
- Instructions to Bidders
- Bid Proposal and Declaration
- Bid Schedule
- Information Required of Bidder
- List/ Designation of Subcontractors
- Bid Security Form and Bid Bond or other Bid Security
- Non-Collusion Declaration of Contractor
- Agreement Form
- Faithful Performance Bond
- Payment Bond
- Non-Collusion Declarations of Subcontractors
- All Required Insurance Policies and Endorsements

Notice to Proceed
General Provisions
Special Provisions
Specifications
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

9. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

10. If any term, covenant, condition, or provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

11. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise, and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

12. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

13. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

By: _____

Its: General Manager

[TITLE]

By: _____

Its: _____

[TITLE]

Address: For Giving Notice to Owner

1701 N. Lombard Street, Suite 200
Oxnard, CA 93030

"CONTRACTOR"

License No(s). _____

Expiration Date(s): _____

By: _____

Its: _____

[TITLE]

By: _____

Its: _____

[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original.

MANDATORY FORM

FAITHFUL PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **GSE Construction Company Inc.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: El Rio Iron and Manganese Water Treatment Plant (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **GSE Construction Company Inc.**, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of **Nine Million Three Hundred Forty-Two Thousand Nine Hundred Dollars (\$9,342,900.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Owner. The Surety stipulates and agrees that none of the aforementioned

MANDATORY FORM

changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligor to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligor as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligor's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligor of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligor under the Contract and any modifications thereto, less the amount previously paid by the Obligor to the Principal, less any withholdings by the Obligor allowed under the Contract. Obligor shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligor may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligor, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligor and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligor is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including reasonable attorneys' fees to be fixed by the Court.

MANDATORY FORM

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone: _____

Telephone: _____

MANDATORY FORM

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me,
_____, personally appeared
_____, who proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-
Fact of _____ (Surety) and acknowledged to me that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

MANDATORY FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **GSE Construction Company Inc.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: El Rio Iron and Manganese Water Treatment Plant (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

, THEREFORE, we, **GSE Construction Company Inc.**, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of **Nine Million Three Hundred Forty-Two Thousand Nine Hundred Dollars (\$9,342,900.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Owner. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect

MANDATORY FORM

its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

MANDATORY FORM

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone:

Telephone:

MANDATORY FORM

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me,
_____, personally appeared
_____, who proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-
Fact of _____ (Surety) and acknowledged to me that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

NOTICE TO PROCEED

TO: _____

[CONTRACT AWARDEE]

FROM: Board of Directors, United Water Conservation District

NOTICE IS HEREBY GIVEN that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

El Rio Iron and Manganese Water Treatment Plant

[IDENTIFICATION OF PROJECT]

The documents checked off below have been received and are on file with the General Manager of United Water Conservation District:

Agreement, fully executed	[]
Payment Bond (100%)	[]
Faithful Performance Bond (100%)	[]
Worker's Compensation Insurance Certificate	[]
Liability Insurance Policy or Certificate, w/ Endorsements	[]
Non-Collusion Declarations	[]
Schedule of Values	[]
Preliminary Construction Schedule	[]

A copy of the Award of Contract has been mailed by this District to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within fifteen (15) calendar days after the Commencement Date set forth below and is to be fully completed within the time set forth in the Agreement.

UNITED WATER CONSERVATION DISTRICT

By: _____

Title: _____

Commencement Date:



To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer

Date: June 29, 2021 (July 14, 2021 Meeting)

Agenda Item: 4.5 Resolution 2021-16 Approving California Environmental Quality Act (CEQA) Notice of Exemption (NOE) Determination for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project
Motion

Staff Recommendation:

The Board will consider adopting Resolution 2021-16, approving the California Environmental Quality Act (CEQA) Notice of categorical and emergency project exemption determinations for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and authorizing staff to file a Notice of Exemption (NOE) with the Ventura County Clerk and Recorder's Office.

Discussion:

The District is the lead agency for the Lake Piru Water Treatment Plant (Plant) Slope Repair and Drainage Improvements Project (Project) under CEQA. The proposed project consists of the repair and recompaction of an existing aggregate base surfaced access road and water treatment yard, and installation of a new catch basin and storm drain at the Plant. The project will help United stabilize the Plant and continue to maintain service essential to public health. The project is categorically exempt pursuant the CCR Section 15301 "Existing Facilities" Class 1 and CCR Section 15302 "Replacement or Reconstruction" Class 2. The project is also exempt pursuant to CCR Section 15269 (b) "Emergency Project" as it is necessary for stabilization and is emergency preventative work.

Mission Goal:

Meets Mission-Related Goal B, System Reliability– Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The County Clerk and Recorder's Office filing fee for the CEQA NOE is \$50.00 which is included in the Adopted Fiscal Year 2020-2021 Budget.

Attachment A – Notice of Exemption

Attachment B – Resolution 2021-16

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

RESOLUTION 2021-16
**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE UNITED WATER CONSERVATION DISTRICT APPROVING THE LAKE PIRU
WATER TREATMENT PLANT SLOPE REPAIR AND DRAINAGE IMPROVEMENTS
PROJECT**

WHEREAS, for the purpose of continued supply of potable water to facilities, the United Water Conservation District (“District”) proposes repairing and recompacting an existing aggregate base surfaced access road and water treatment yard and the installation of a new catch basin and storm drain, at the existing Lake Piru Water Treatment Plant; and

WHEREAS, the Project will be installed on existing District facilities; and

WHEREAS, the beneficiaries of the Project include water users within the District.

NOW THEREFORE, the Board of Directors of United Water Conservation District does hereby **RESOLVE, DETERMINE, and ORDER** as follows:

1. CEQA Compliance

The Board of Directors hereby finds that approval of the Project is not subject to environmental review under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), on grounds that the Project is categorically exempt. Specifically, the Board of Directors finds that the Project is categorically exempt pursuant the Class 1, Existing Facilities exemption (State CEQA Guidelines, § 15301), and Class 2, Replacement or Reconstruction exemption (State CEQA Guidelines, § 15302). The project is also exempt pursuant to the Emergency Project exemption (State CEQA Guidelines, § 15269 (b)).

Approval of the Project

The Board of Directors hereby approves the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and its implementation.

2. Notice of Exemption

The Board of Directors hereby directs Staff to file a Notice of Exemption (“NOE”) for the Project within five (5) working days of the approval of the Project.

PASSED AND ADOPTED THIS 14th DAY OF JULY 2021

Michael W. Mobley, President

Sheldon G. Berger, Secretary/Treasurer



Staff Report

To: UWCD Board of Directors

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

From: Brian Collins, Chief Operations Officer

Date: June 29, 2021 (July 14, 2021 Meeting)

Agenda Item: 4.6 Approving the Procurement of a Long Reach Excavator
Motion

Staff Recommendation:

The Board will consider approving the procurement of a used long reach excavator and authorizing the General Manager to execute a purchase agreement in the amount of up to \$281,000.

Discussion:

In December 2020, the full Board authorized the supplemental appropriation to purchase the Eddy Pump dredge unit after the successful removal of riverine sediment from the forebay of the Freeman Diversion Facility. Staff utilized a rental long reach excavator and a rental Hydraulic Power Unit (HPU) to support the dredge activities for the 2020 sediment removal evolution.

Staff is proposing to procure a good quality, used long reach excavator to support earthmoving maintenance functions throughout the District and to facilitate future Eddy Pump dredge operations which support maintaining surface water conveyance capabilities of the Freeman Diversion. Minor modifications to the excavator hydraulic unit will allow the proposed excavator to directly provide motive force to the District owned dredge unit.

Environmental services successfully secured a permit extension for dredging activities for 4 additional years.

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The total procurement cost of \$281,000 is included in the Fiscal Year 2021-22 Budget.



Staff Report

To: UWCD Board of Directors

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: June 24, 2021 (July 14, 2021, meeting)

Agenda Item: 5.1 Monthly Administrative Services Department Report
Information Item

Staff Recommendation:

The Board will receive a staff report and presentation from the Administrative Service Department regarding its activities for the month of June.

Discussion:

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

Finance

- Finalized the FY 2021-22 budget which was adopted by the Board on June 8, 2021.
- Prepared 2021-1 groundwater statements and mailed them to customers.
- Coordinated with Finance and Human Resources (HR) staff to prepare for year-end payroll accruals.
- Communicated with HR staff regarding employee merit increase eligibility, leave maximums, and other payroll-related notifications.
- Completed the FY 2020-21 Interim Audits.
- Conducted staff cross-training and other handovers in preparation for Controller departure from the District.
- Finalized the FY 2021-22 GSA budgets which were adopted by their respective Boards in June.

Human Resources

- Assisted Finance with demographics and health section for Other Post-Employment Benefits reporting for FY 2020-21.
-

- Prepared cost of living adjustments (COLA) for full-time employees consistent with our Memorandum of Understanding.
- Aided the Water Resources Department with groundwater hearing exhibits for the June Board meeting.
- Completed NEOGOV Step Up Series training.
- Worked with Finance Department on recruitment for our Controller position.
- Began working with the Environmental Services team recruitment efforts for a part-time Field Assistant.
- Continued efforts in coordination with our Recreation Department to address Camp Host and Seasonal Park Ranger Assistant staffing efforts.

Administrative

- Assisted the GM in preparing presentation for Oxnard Leadership Academy on “The State of Water in Ventura County.”
 - Working with Environmental Services, Administrative Services and Water Resources, aided the GM in preparing both written and oral testimony for the U.S. House of Representatives Committee on Natural Resources Hearing on Ocean-Based Climate Solutions Act of 2021 as well as prepared answers to possible questions from the Committee members.
 - Coordinated with staff in preparation of GM’s facilities tour for the City Manager, Councilmember, Public Works Director and Economic Development Officer of the City of Tehachapi.
 - Reached out to Division Chief, Hazard Mitigation Planning Division of CalOES to provide a letter of support regarding the District’s application for FEMA High Hazard Potential Dam grant funding for the Santa Felicia Dam Safety Improvement Project, confirming the District’s eligibility as requested by Senator Alex Padilla’s office in follow up to a funding appropriations request submitted by the District last month. The admin team also gathered and submitted various documents regarding updated descriptions and estimated costs for the SFD Safety Improvement Project; the District’s recent corrections/updates to the EAP as requested by CalOES and confirmed our intent to finalize the EAP by July 16; and confirmation that the District has committed to FEMA's Hazard Mitigation Grant Program Plan.
 - Assisted Finance staff in securing updated information from Directors regarding the District’s ability to now pay expense reimbursements via electronic fund transfers.
 - Prepared, posted, and distributed agendas and full packets for:
 - June 1: Water Resources Committee meeting
 - June 2: Recreation Committee meeting
 - June 8: Finance and Audit Committee meeting
 - June 9: Board of Directors meeting
 - June 10: Fillmore and Piru Basins GSA Special Board of Directors meeting
 - June 17: Mound Basin GSA Board of Directors meeting
 - June 17: Fillmore and Piru Basins GSA Board of Directors meeting
 - June 24: Special Board of Directors meeting
-

- Assisted Administrative Services, Engineering, Environmental Services, Finance, Operations and Maintenance, Park and Recreation, and Water Resources with departmental presentations to the Committees and Board.

Safety and Risk Management

- Updated Santa Felicia Dam Security Plan in partnership with the Engineering Department.
- Supported the Engineering Department with Emergency Action Plan drill, including the implementation of emergency management notification system with relevant stakeholders.
- Updated COVID-19 Prevention Plan to align with June 2021 state and local public health guidance, and workplace safety compliance requirements.
- Prepared and disseminated COVID-19 communications to staff.
- Attended California Special Districts Association virtual event on *Return to Work: Life After COVID-19*.
- Attended webinar coordinated by Engineering Department on *Use of Remote Sensing in Dam Safety-Including Drones*.
- Delivered annual hearing conservation training to O&M staff during monthly safety meeting.
- Met with Ventura County Sheriff's Office law enforcement partners on potential partnership on grant-funded projects that might be mutually beneficial.

Information Technology**Provided IT Support for the following virtual meetings:**

- UWCD Engineering and Operations Meeting (June 3rd)
- UWCD Finance and Audit Committee (June 8th)
- UWCD Board of Directors Monthly Meeting (June 9th)
- UWCD Opening Ceremonies (June 17th)
- Engineering and Environmental Virtual Meetings in Board Room
- Santa Felicia Dam Fish Screen Workshop
- Iron and Manganese Bid Opening

General IT Helpdesk/Cyber Support:

- Upgraded security posture to UWCD firewall devices.
 - Delivery of a new Xerox Scanner and Printer for the El Rio Operations and Maintenance Facility.
 - Facilitated technology setup for a General Manager's participation in testimony provided to the Natural Resources Congressional Committee.
 - Resolved a reported technical systems issue regarding the intrusion prevention system and staff working remotely which prevented or dropped connectivity on server applications.
 - Provisioned IT access associated with changes among Recreation staff.
 - Created new e-mail distributions for Lake Piru Recreation Area associated with new business functions for managing the park.
 - Completed ownership and phone line changes associated with previous concessionaire.
-

- Modernized the Lake Piru Recreation phone menu, call routing, and voicemail applications.
- Visited with Lake Piru Operations staff onsite to remediate list of IT service issues present at Piru facilities.
- Distributed advisories to staff about the ongoing increase in spam and phishing attempts against emails and voice mail. Instances are both random and from business who suffered recent business email compromises.
- Purchased secure certificates (website SSL) for UWCD and Operations VPN services. This will increase security posture for remotely connecting tablets and personal computers.
- Provided documentation of current IT system configurations to UWCD External Audit Team for review.
- Completed renewal software licensing contracts for E-Document and E-Signing products in use at the District.

IT Meetings and Events:

- MS-ISAC (Multi-State Information Sharing & Analysis Center) monthly membership call
- EI/MS-ISAC (Electrical and Multi-State Information Sharing & Analysis Center) Monthly Membership call
- FBI Cyberwatch Virtual meeting with energy and water sectors
- Cal-CSIC's monthly Threat Brief cyber security call
- Network design discussions with consultants for PTP radio and PTP monitoring projects.
- Deployment of the GM's FirstNet Apple iPad Pro tablet.
- Various cybersecurity/network security webinars and product demonstrations.

Technology Systems Customer Service Metrics:

- During the month of June 2021, 18 new service request tickets were added to the ticketing system; 27 requests are in progress or pending technician review; and 10 requests were resolved and closed.

Monthly ticket type overview - 2021

Type	Jan	Feb	Mar	Apr	May	Jun
Alerts and Advisories	0	2	2	1	0	1
Fix a Account Problem Password Reset	0	0	0	1	2	0
IT Projects and Change Management	0	3	3	0	0	3
IT Purchase Request	6	5	0	0	1	0
IT Services and Support	10	13	15	2	28	14
Network Port patching	0	1	0	0	0	0
New employee	0	2	2	3	1	0
Total	16	26	22	7	32	18

State by Ticket Type

	Open	In Progress	Awaiting Reply	Pending 3rd party	Waiting for approval	Total
IT Projects and Change Management	3	5	0	0	0	8
IT Purchase Request	0	0	0	0	3	3
IT Services and Support	8	5	3	0	0	16
Total	11	10	3	0	3	27



Staff Report

To: UWCD Board of Directors

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

From: Maryam A. Bral, Chief Engineer
Craig A. Morgan, Senior Engineer
Robert J. Richardson, Senior Engineer
Michel Kadah, Engineer
Adrian Quiroz, Associate Engineer
Erik Zvirbulis, GIS Analyst

Date: July 6, 2021 (July 14, 2021 meeting)

Agenda Item: 5.2 Monthly Engineering Department Report
Information item

Staff Recommendation:

The Board will receive a staff report and presentation from the Engineering Department regarding activities for the month of June 2021.

Discussion:

1. Santa Felicia Dam Safety Improvement Projects

- Spillway Improvement Project
 - Staff continued their review of the draft Technical Memorandums (TMs) received from GEI Consultants for the current design phase.
 - In response to FERC's request received on May 17, Engineering staff met with Operations staff and evaluated a range of interim risk reduction measures (IRRM) to be implemented during the proposed extended project schedule. The proposed IRRM with the most cost-effective measures were selected and proposed to FERC in response letter on June 17.
 - Staff has scheduled the in-person Board of Consultants (BOC) meeting #5 at the at the District's headquarters over a three-day period (September 21-23). FERC, DSOD, United Staff and GEI and the BOC will be in attendance.
 - The District interviewed a number of candidates to replace Dr. Thomas Molls who no longer is available to serve the BOC. On June 29, staff prepared and submitted a letter to FERC requesting approval of Mr. Schweiger with Gannett Fleming. Mr. Schweiger is the Vice President and Manager of Dams and Hydraulic Section, and an expert in hydraulics engineering who serves on Independent External Peer Review panels for the U.S. Army Corps of Engineers dam and levee projects. He facilitates PFMA and EAP exercises for dam owners and is a subject matter expert for PFMA's and a member of

5.2 Monthly Engineering Department Report Information Item

- the National Dam Safety Review Board. He has served on several dam safety and technical review boards and most recently served on the Independent Board of Consultants for the Oroville Spillways Emergency Repair Project, and the Independent Review Board for the Oroville Comprehensive Needs Assessment. FERC's letter of approval was received on June 30.
- Outlet Works Improvement Project
 - On June 10, staff coordinated and held a virtual workshop (meeting No. 2) with FERC, NMFS, CDFW, SWRCB and the District's consultants Catalyst and GEI to present the new channel design alternatives. The presentation for this workshop was prepared by Catalyst and reviewed by staff and GEI, and was available to the regulators on June 7, two days prior to the workshop.
 - On June 21, staff reviewed GEI responses to the staff recommendations following the 30% design workshop.
 - On June 22, staff attended a separate virtual workshop with NMFS, FERC, and CDFW to discuss the fish screen design criteria for the new outlet works. The presentation for this workshop was prepared by Catalyst and reviewed by staff and GEI and was available to the regulators on June 14, eight days prior to the workshop.
 - FERC License Amendment Application and NEPA Documentation
 - On June 17, Staff received a letter from the State Water Board in response to the District's application for water quality certification for the SFD Safety Improvement Project. The State Water Board notified the District that although the District is planning to separately apply for an U.S. Army Corps of Engineers Clean Water Act Section 404 Nationwide Permit No. 17, State Water Board Staff is planning to issue one certification for both actions.
 - Santa Felicia Dam Safety
 - On June 4, a letter from FERC was received regarding the District's 2020 Annual Security Compliance Certification (ASCC) Letter. FERC accepted the 2020 ASCC submissions and has no further comments.
 - On June 3, 9, 16, and 30, staff met with the Safety and Security Program Coordinator to review and update the 2021 SFD Security Plan.
 - On May 6, 2021, staff received a letter from the FERC requesting that the Twelfth Part 12D Independent Consultant's Safety Inspection Report for Santa Felicia Dam be submitted to them by November 1, 2022. Staff met internally on June 7 and June 25, 2021, to begin preparations for this 2022 SFD Part 12D Inspection.
 - On June 24, 2021, DSOD performed the FY 2020-21 inspection of the Santa Felicia Dam. The inspection included walking the dam abutments, spillway, spillway discharge channel, outlet works tunnel and performing a full evolution of the cone valves (See Figure 1) and the butterfly valve. The inspector also verified that the borehole locations for the 2020 Drilling Program plan did not display any signs of cracking or distress. The inspector had only positive feedback on the status of the dam.
-

5.2 Monthly Engineering Department Report Information Item

- On June 29, 2021, Staff conducted the annual Santa Felicia Dam (SFD) Emergency Action Plan (EAP) call-down drill. The updated Imminent Failure Notification Chart outlining the notification procedures was exercised during the drill. Staff completed all the notifications significantly faster than the 2020 call-down drill (11 minutes in 2021 compared to 41 minutes in 2020). Staff filed the 2021 SFD EAP call-down drill with the CalOES on June 30.

2. Santa Felicia Dam Sediment Management Project

- Staff has continued to work with GEI and Oakridge Geosciences to define the borehole and test pit locations for the Lake Piru Reservoir Sediment Sampling Plan. It is expected that five test pits and three geotechnical borings will be performed to collect geotechnical and chemical data for the Sediment Removal Study. Rincon consultants will be retained to acquire the required permits to perform these test pits and borings in the lakebed. It is expected that this geotechnical work will take place in October 2021.
- Engineering Staff met with Fugro on June 29, 2021, to discuss the results of the trial multi-beam scan of the SFD Intake tower performed on April 27-28, 2021. Fugro presented staff the resulting multi-beam images and determined that the rim of the intake tower was 5.8 feet above the lakebed sediment based on their survey. For comparison, the dive inspection resulted in a range between 5'10" and 6'4" between lakebed sediment and rim of intake tower, effectively validating the multi-beam scan performed by Fugro. This intake tower multi-beam scan will be implemented into the standard bathymetric surveys of the Lake Piru Reservoir going forward.

3. Pothole Trailhead Parking Area

- On June 25, 2021, staff e-filed an updated Recreation Facilities Table with FERC as requested by FERC in a letter dated May 13, 2021. The updated table now includes the Pothole Trailhead Facility as well as an updated quantity of recreation amenities (picnic tables, parking spaces, etc.) based on a June 23, 2021, survey performed by staff.
- Engineering Staff, in collaboration with the Forest Service, finalized the interpretative signage content for the Pothole Trailhead on June 23, 2021. The sign structure was immediately released for production. The Interpretative Sign Structure will be installed in August 2021.

4. Lake Piru Water Treatment Plant Slope Evaluation

- Staff issued a task order to HDR Engineering, Inc (HDR) for design services related to the LPWTP slope stabilization and drainage improvements on June 8, 2021. A project kick-off meeting was subsequently held on June 14, 2021, between staff and HDR. The 75% design documents will be delivered to the District by July 19, 2021.
 - Staff recommends the approval of Resolution 2021-16, approving the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) determination for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and
-

5.2 Monthly Engineering Department Report Information Item

authorizing staff to file a NOE for the project with the Ventura County Clerk and Recorder's Office, to the full Board.

5. Freeman Diversion Rehabilitation/Fish Passage Facility

- USBR continues construction in its laboratory for the 1:24 scale Hardened Ramp physical model (See Figure 2).
- NHC has developed an alternative for the Hardened Ramp that is more yield neutral. Meetings have been held with NMFS and CDFW to explain the difference between the new alternative and the alternative presented in the Design Development Document.
- A PSA has been signed with GEI to develop a supplemental geotechnical investigation program that will be used to inform the engineering design of the Hardened Ramp.

6. Grand Canal

- DOD Construction has substantially completed the construction of the Grand Canal hydraulic improvements and is planning to complete the project by the end of July (See Figures 3-5).

7. Iron and Manganese Removal at the El Rio Water Treatment Plant

- June 3, 2021 – Staff held a scope of work optimization workshop with the design engineer, Kennedy/Jenks Consultants and selected construction management and inspection services consultant, HDR, Inc.
- June 15, 2021 – Final day for prospective contractors to submit questions during the bid process. Staff received fifty (50) questions from contractors and prepared responses with contract document revisions.
- June 21, 2021 – Phoenix Engineering submitted the final Stormwater Pollution Prevention Plan (SWPPP) to the District to submit to the Storm Water Multiple Application & Report Tracking System (SMARTS). The contractor will modify the document as needed before starting construction.
- June 22, 2021 – Staff received four (4) bids from prospective contractors. Staff conducted a virtual bid opening, and the following results were announced:

	<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
1.	GSE Construction Company, Inc.	Livermore, CA	\$ 9,342,900
2.	Cushman Contracting Corporation	Goleta, CA	\$ 9,953,000
3.	Blois Construction, Inc.	Oxnard, CA	\$ 10,410,210
4.	Pacific Hydrotech Corporation	Perris, CA	\$ 10,968,700

- District staff reviewed the bid documents from GSE Construction Company, Inc. (GSE) for completeness and responsiveness. District staff reached out to references regarding similarly completed projects by GSE in the last 10 years.

5.2 Monthly Engineering Department Report Information Item

- Staff compiled addenda and other corrections to provide to the design engineer for the production of conformed contract documents.
- June 23, 2021 – Staff held debriefing calls with WSC, Inc. and MNS Engineers, Inc. regarding the evaluation panel’s selection of a construction management and inspection services firm (HDR, Inc.)
- July 1, 2021 – Staff presented three contracts (construction management and inspection services, design services during construction, and construction) to the Engineering and Operations Committee for consideration to recommend to the full Board of Directors.
- July 1, 2021 – The Calleguas Municipal Water District and grant administrative services consultant, Kennedy/Jenks Consultants, provided information needed to prepare the first progress report and invoice to the Department of Water Resources (DWR) for the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. A kick-off meeting will be held among the participating agencies to provide additional guidance.
- The tentative schedule for the project is as follows:
 - July 14, 2021 – Award three construction-related contracts:
 - Construction contract (GSE Construction Company, Inc.)
 - CM and Inspection Services contract (HDR, Inc.)
 - Design Services during Construction (Kennedy/Jenks Consultants, Inc.)
 - Aug 2021 – Notice to Proceed for construction
 - October 30, 2022 – complete construction and implementation
- Project location is shown in Figure 6.

8. El Rio Well Replacement

- Best Drilling and Pump Inc. (BDP) has completed construction on El Rio Water Well No. 19.
- O&M staff has completed the extension of the piping to the new well location (See Figure 7).

9. OH Backup Generator at the El Rio Booster Plant

- CalOES Hazard Mitigation Grant Program (HMGP) Administration
 - On June 11, Staff received CalOES approval for the project time extension that allowed the project to be completed on March 26, 2022.
 - On June 18, Staff received the new quarterly report template from CalOES. Staff began the preparation of the 3rd quarterly report that covers the project activity through April, May, and June 2021.
- The new 800 kW generator is expected to be available in early August.
- Generator Installation – Construction
 - On June 14, Oilfield (construction contractor) began mobilization to the project site.

5.2 Monthly Engineering Department Report Information Item

- On June 15, demolition of the existing facility started which included the removal of the existing electrical panels and the existing generator concrete pad (see Figures 8 and 9).
- On June 21, the contractor began the over-excavation and soil compaction work for the new generator and electrical equipment pads (see Figure 10).
- Oilfield continues to submit the electrical equipment shop drawings for District's review and approval as part of the equipment procurement process.
- On June 25, Staff, Phoenix Engineering (Construction Manager), and Oilfield met with Southern California Edison (SCE) representatives to discuss the need for a new pole installation. SCE agreed that a new pole is not needed. However, modifications to the existing pole are required to install visible disconnects.

10. PTP Turnout Metering System Improvement

- Total number of meters installed: 30 of 61 installed or 49.2% complete
- An additional four (4) meter installations are planned before the end of Fiscal Year 20-21.
- Easement acquisition completion: 14 of 41 obtained or 34.1% complete
- Three (3) owner-signed easements require recording with the County Recorder's office.
- June 18, 2021 - Stantec Consulting completed three (3) easement exhibits for PTP Turnout Nos. 106, 135 and 144. Staff is currently reviewing. Hamner, Jewell and Associates will prepare the associated utility easement deeds.

11. Recycled Water Update

- Construction has started on the City of Oxnard's Hueneme Road Phase II Recycled Water Pipeline (Olds Road to Wood Road).

12. State Water Project (SWP) Interconnection Pipeline Project

- Staff postponed seeking the Board's approval of the draft joint agreement between United, the City of Buenaventura and other two participating agencies until after Staff independent review of the Project EIR is complete and the final court ruling on the CWIN case is released by July 12, 2021.
 - The court ruling, which was released on June 24, 2021 denied CWIN's petition for writ of mandate and therefore, a claim challenging the City certification of a final EIR for, and approval of, the Project. The court found the EIR for the project developed following the CEQA guidelines.
 - The City is developing an addendum to the EIR that includes the geotechnical borings in the river and the old dump site. The EIR addendum is expected to be approved by the City Council on July 12.
 - Calleguas is planning to present the agreement to its board after the ruling on the CWIN hearing and the City Council approval of the EIR Addendum.
-

5.2 Monthly Engineering Department Report

Information Item

- Casitas presented the SWP Interconnection Pipeline Project to its Finance Committee on June 18.
- Engineering Staff met with the City's consultants at Ferro Basin on June 9, 2021, to discuss the geotechnical subsurface exploration work and the number of borings planned to be implemented in Ferro and Noble.

13. Rice Avenue Grade Separation Project

- Staff has received the revised design for the utility access for the new reinforced segment of United's 30-inch pipeline from Kennedy Jenks (KJ). This revised design is a part of the 95% design plans for PTP 30-in transmission line north of the Rice Avenue and 5th Street intersection.
- Following coordination calls with the County of Ventura Public Works (County), Staff has received a meeting request to discuss the reinforcement of United's 30-inch pipe with the County, the City of Oxnard and United. The meeting is scheduled for July 12 from 11 am to 12 pm at the County's Government Center.

14. Coastal Brackish Groundwater Extraction and Treatment Project

- June 3, 2021 – District and Navy staff held a post-Leadership Meeting No. 3 debrief meeting.
- June 22, 2021 – District staff attended a Navy-lead conference call with Congresswoman Julia Brownley's office staff. The congressional office received an update on the project and indicated they would provide support when requested.
- June 28, 2021 – District staff (engineering, environmental and water resources) conducted an interview of prospective proposer, GEI Consultants, for the CEQA services work.
- June 29, 2021 – District staff held the eleventh monthly progress meeting with Navy staff to discuss the project schedule and action items. This included discussion of a property (27.18 acres, 4444 Naval Air Road) that is adjacent to Naval Base Ventura County Point Mugu and currently up for sale.
- June 30, 2021 – District staff (engineering, environmental and water resources) conducted an interview of prospective proposer, Catalyst, for the CEQA services work.
- June 30, 2021 – District staff (engineering, environmental and water resources) conducted a workshop to discuss the interviews of prospective proposers for the CEQA services work.
- July 2, 2021 – Staff held a scoping meeting with Kennedy/Jenks Consultants to discuss a feasibility study for product water distribution in the coastal zone and Oxnard Plain.
- July 7, 2021 – Staff held the third progress meeting with Trussel Tech to discuss the extended desktop study for treatment of coastal brackish groundwater.

15. Asset Management

5.2 Monthly Engineering Department Report

Information Item

- On June 30, 2021, Erik Zvirbulis met with ESRI to discuss the renewal of ESRI's online licenses and request a proposal.
- On July 1, 2021, Maryam Bral, Robert Richardson, and Erik Zvirbulis met and discussed a timeline for completing multiple Survey 123 applications to be deployed into the field for the first round of O&M trials.

16. 2020 Urban Water Management Plan

- The 2020 UWMP and Water Shortage Contingency Plan (WSCP) were adopted by the Board at the June 9, 2021 meeting. The adopted Final 2020 UWMP, adopted Final WSCP and Resolution 2021-05 were submitted to California's Department of Water Resources on June 23, 2021. The final plans will be available on United website and the notification letters regarding the availability of the final plans are scheduled to be sent out to stakeholders in the week of July 5, 2021.

17. Other Topics, Meetings and Training

- June 2, 2021 – Robert Richardson and Adrian Quiroz held a pre-bid meeting for the Iron Manganese Treatment Project.
- June 3, 2021 – Maryam Bral and Robert Richardson met with the USNBVC to debrief for the leadership meeting that was held on May 26, 2021.
- June 8, 2021 – Staff attended ASDSO webinar "Use of Remote Sensing in Dam Safety-including Drones".
- June 10, 2021 – UWCD held the Santa Felicia Dam Safety Improvement Project – Channel Design workshop, FERC, NMFS and CDFW were in attendance.
- June 21, 2021 – Michel Kadah and Brian Collins prepared and submitted the jurisdictional annex template (Phase 1) for the 2021 Ventura County Hazard Mitigation Plan.
- June 22, 2021 – UWCD held the bid opening for the Iron Manganese Treatment Project
- June 22, 2021 - UWCD held the Santa Felicia Dam Safety Improvement Project – Fish Screen workshop, FERC, NMFS and CDFW were in attendance.
- June 23, 2021 – Michel Kadah and Robert Richardson participated in the AWA/CCWUC Educational Program which included the "Annual Update: California Division of Drinking Water Regulations" presented by Jeff Densmore with SWRCB-DDW Santa Barbara Field Office.
- June 24, 2021 – DSOD Inspection of the Santa Felicia Dam
- June 29, 2021 – Robert Richardson attended a webinar "Visualization of Complex Geologic and Numerical Model Data for Water Resources Decision-Making
- June 29, 2021 – SFD EAP Call Down Drill
- July 1, 2021 – SFD EAP Workshop



Figure 1 – DSOD Inspection of Santa Felicia Dam



Figure 2 – USBR's Lab 1:24 Scale Hardened Ramp Model Construction



Figure 3 – Grand Canal Headworks Construction in Progress



Figure 4 – Grand Canal Headworks Gate Installation

5.2 Monthly Engineering Department Report Information Item



Figure 5 – Grand Canal Headworks Grouted Rip Rap

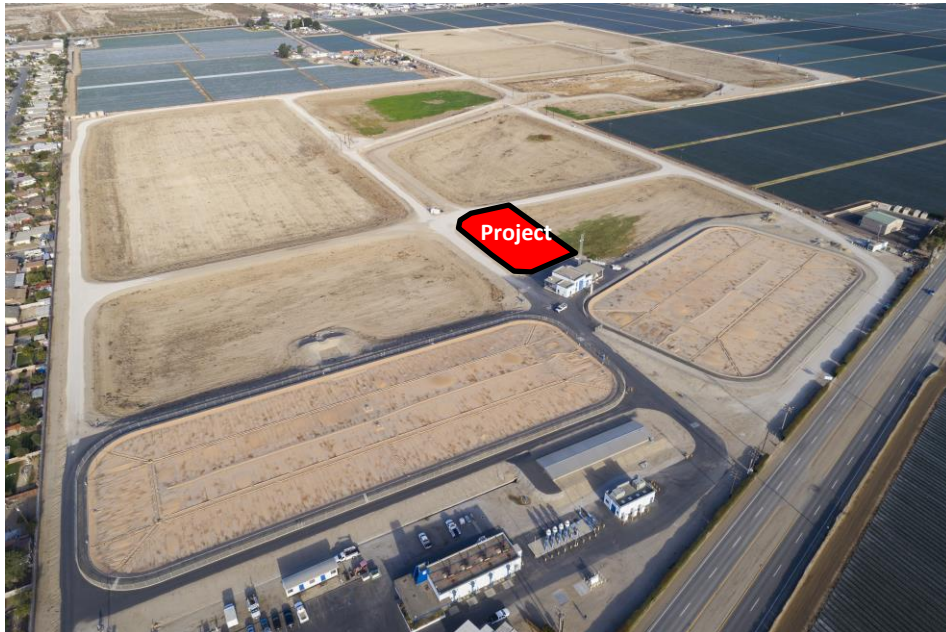


Figure 6 – Fe/ Mn Removal Project Location at the El Rio Water Treatment and Groundwater Recharge Facility



Figure 7 – El Rio Water Well No. 19 Pipe Installation



Figure 8 – OH System Backup Generator Project – Existing Electrical Panels Removal

5.2 Monthly Engineering Department Report Information Item



Figure 9 – OH System Backup Generator Project – Existing Generator Pad Demolition



Figure 10 – OH System Backup Generator Project – New Generator Pad Over-Excavation



Staff Report

To: UWCD Board of Directors

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

From: Linda Purpus, Environmental Services Manager

Date: July 6, 2021 (July 14, 2021 Meeting)

Agenda Item: 5.3 Monthly Environmental Services Department Report
Information Item

Staff Recommendation:

The Board will receive a staff report and presentation on the various activities of the Environmental Services Department for the month of June 2021.

Discussion:

1. Santa Felicia Project Operations and Federal Energy Regulatory Commission (FERC) License Support

- Water Release Plan

Under the Water Release Plan and FERC license for the Santa Felicia Project, United is required to make certain water releases from Santa Felicia Dam for steelhead habitat and migration, when specific triggers are met. Triggers for habitat water releases are based on cumulative rainfall within the water year (beginning October 1 each year) as recorded at Ventura County Watershed Protection District's rainfall station No. 160, located at Lake Piru (see table below). Based on measured cumulative rainfall for the water year, shown in the table below, triggers for enhanced habitat water releases were not met during 2021. Therefore, the minimum required water release will remain at 7 cubic feet per second (cfs) for the calendar year.

Monthly Environmental Services Department Report
Information Item

2021 Habitat water release trigger date	Trigger criteria (total cumulative precipitation on trigger date)	Minimum required water release if trigger is met	2021 Measured cumulative precipitation	Actual minimum required habitat water release for month
January 1	4.80 inches	15 cfs	1.73 inches	7 cfs
February 1	8.10 inches	20 cfs	3.27 inches	7 cfs
March 1	12.00 inches	20 cfs	3.28 inches	7 cfs
April 1	14.90 inches	20 cfs	4.57 inches	7 cfs
May 1	16.30 inches	10 cfs	4.57 inches	7 cfs
June 1	17.50 inches	9 cfs*	4.57 inches	7 cfs

*If triggered, the minimum required water release will remain at 9 cfs through October 1, at which time, minimum required water release will be 7 cfs through January 1 of next calendar year.

- **Santa Felicia Dam Safety Improvement Project (SFDSIP)**

Environmental Services staff is supporting the Engineering Department in addressing environmental regulatory elements of the SFDSIP. Two consultation meetings were conducted under Section 7 of the Endangered Species Action during the reporting period. On June 10, 2021, District staff met with regulatory agencies (FERC, National Marine Fisheries Service (NMFS), California Department of Fish and Wildlife (CDFW), and California State Water Resources Control Board (State Water Board)) related to the channel design for the new release reach. On June 22, 2021, District staff met with the same suite of regulatory agencies associated with design of the fish screens for the new intake structure.

- **Land Resource Management Plan**

On June 30, 2021, Environmental Services staff submitted an annual report to FERC and the National Marine Fisheries Service (NMFS) associated with a NMFS issued Biological Opinion regarding the use and maintenance of a wet crossing on lower Piru Creek. The wet crossing was only used on one occasion during the reporting period, and all avoidance and minimization measures were implemented in accordance with the measures outlined in the Land Resource Management Plan.

- California Department of Water Resources (DWR) and Los Angeles Department of Water and Power (LADWP) FERC License (No. 2426) – South State Water Hydropower Project (Pyramid Lake)

On June 18, 2021, Environmental Services staff participated in a training and field survey with research scientists in middle Piru Creek to assess the presence of native and invasive aquatic species as well as the available habitat area and quality under the current drought conditions. Further field surveys later in the year are currently under consideration to gather additional data regarding Endangered Species Act (ESA) listed species including arroyo toad, least Bell's vireo, and southwestern willow flycatcher in middle Piru Creek. Current and future field activities and assessments conducted by staff and research scientists will inform the evaluation of effects to listed species in support of eliminating the 3,150 acre-feet limit for State Water Project deliveries to United from Pyramid Lake under Article 52 of the South State Water Project FERC License.

2. Multiple Species Habitat Conservation Plan (MSHCP)

- Geotechnical Exploration for the Freeman Fish Passage Facility

On May 19, 2021, Environmental Services staff submitted application packages requesting permits and authorizations to conduct geotechnical exploration activities to the U.S. Army Corps of Engineers (USACE), Los Angeles Regional Water Quality Control Board (LA Water Board), and CDFW. On June 6, 2021, CDFW deemed the District's submittal complete.

On June 18, 2021, the public review and comment period concluded for the draft California Environmental Quality Act (CEQA) Initial Study and Mitigated Negative Declaration (IS/MND) in support of the geotechnical explorations. Environmental Services staff and the project CEQA consultant are in the process of compiling comments and preparing the final IS/MND, which will be submitted to the Board of Directors with a request to consider adopting the CEQA findings.

3. Quagga Mussel Management

- Monitoring

Staff continues to conduct routine monitoring under the Quagga Mussel Monitoring and Control Plan (QMMCP) including monthly water quality sampling; monthly veliger (microscopic planktonic larvae) sampling; monthly artificial substrate sampling in Lake Piru (plate sampling); and natural substrate sampling in Piru Creek (surface surveys).

Surface surveys were also performed at locations accessed through Rancho Temescal property.

4. Miscellaneous

- On June 7 to 10, 2021, Evan Lashly attended the annual (virtual) conference for the Western Chapter of the International Society of Arboriculture.
- On June 17, 2021, Evan Lashly, Tessa Lenz, and Cherie Windsor attended the lecture (virtual) portion of a training regarding identification, ecology, and survey protocol for yellow-billed cuckoo, a federally listed species and covered species under United's Freeman MSHCP. This training is a prerequisite for obtaining an ESA Section 10 permit for conducting US Fish and Wildlife Service established protocol surveys for this species.
- From June 14 through 27, 2021, Environmental Services posted an external recruitment for part-time Field Assistants. This recruitment is intended to backfill positions recently vacated.

Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Brian Collins, Chief Operations Officer

From: John Carman, Programs Supervisor

Date: June 30, 2021 (July 14, 2021 Meeting)

Agenda Item: 5.4 Monthly Operations and Maintenance Department Report
Information Item

Staff Recommendation:

The Board will receive and file this summary report from the Operations and Maintenance department regarding its activities for the month of June.

Discussion:

1. Water Releases, Diversions and Deliveries

- Lake Piru dropped 1.31 feet in June to 16,424 acre-feet (AF) of storage.
- 235 AF of water was diverted by the Freeman Diversion facility in June.
- 0 AF of water was diverted to the Saticoy recharge basins in June.
- 0 AF of surface water was delivered to the El Rio recharge basins in June.
- 59 AF of surface water was delivered to the PTP system in June.
- 0 AF of surface water was delivered to Pleasant Valley County Water District in June.

2. Major Facilities Update

- **Santa Felicia Dam**
 - Lake Piru dropped 1.31 feet during June 1, 2021, through July 1, 2021, to 16,424 AF of storage.
 - On July 1, 2021, the lake level was 74.3 feet below the spillway lip.
 - On June 1, 2021, the cumulative rainfall measured at rain station 160 was 4.57 inches which did not exceed the June 1st, 17.5 inch trigger; habitat water releases from Santa Felicia Dam (SFD) were maintained at 7 cubic feet per second (cfs), for the month of June, as per the Water Release and Ramping Rate Implementation Plan for lower Piru Creek.
 - On June 16, 2021, Ventura County Environmental Health Inspection was performed.
 - On June 24, 2021, Division of Safety of Dams (DSOD) annual inspection was performed which included draining of Penstock and exercising the 72 inch valve.
-

**Agenda Item: 5.4 Monthly Operations and Maintenance Department Report –
Information Item**

- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**

- Flows at the Freeman Diversion averaged 4 cfs for the month of June, with 1 cfs of surface water being diverted on July 1, 2021.
- During the month of June, 0 AF of surface water deliveries were made to the Saticoy Recharge Facility.
- During the month of June, 0 AF of surface water deliveries were made to the El Rio Recharge Facility.
- Static water levels (distance of water from the well pad to the water table):

	2021	2020	2019
Saticoy	128.2'	104.6'	60.2'
El Rio	129.4'	113.14'	111.12'
PTP	114' - 156'	102' - 152'	106' - 137'

- **Noble/Rose/Ferro Basins**

- 0 AF of surface water was delivered to the Noble & Rose basins during June.

- **Oxnard-Hueneme (OH) Delivery System**

- June 15-17, a Ventura County heatwave prompted Southern California Edison to announce a Critical Peak Pricing Event. Staff successfully reduced OH Wellfield pumping from 4pm-9pm.
- District staff replaced the starter for emergency supply OH Booster Plant natural gas engine #1.
- Contractor Quinn Company performed annual load bank testing and serviced all OH Booster Plant emergency generators.

- **Pleasant Valley County Water District (PVCWD)**

- During the month of June PVCWD received 0 AF of surface water from United and PVCWD continued to receive surface water from the Conejo Creek Project and also received some highly treated recycled water from the City of Oxnard's Advanced Water Purification Facility (AWPF).

- **Pumping Trough Pipeline (PTP)**

- During the month of June, the PTP system demand was primarily met with PTP wells and supplemented with limited Freeman Diversion surface water supply.
- June 7-10, 2021, staff collaborated with contractor Travis Ag, replacing (2) 42 inch mainline isolation valves.
- June 8, 2021, Staff replaced the PTP Reservoir 24 inch manifold isolation valve.
- Staff replaced the Air-Vac valve and riser next to PTP turnout 143.
- June 15-17, A Ventura County heatwave prompted Southern California Edison to announce a Critical Peak Pricing Event. Staff effectively reduced PTP pumping from 4pm-9pm, leveraging the PTP Reservoir pump.

**Agenda Item: 5.4 Monthly Operations and Maintenance Department Report –
Information Item**

- The PTP reservoir asphalt was slurry sealed and storm water drainage catch basins were constructed.

- **Instrumentation**

- Staff configured, wired and performed start-up commissioning for the PTP Turnout 110 SCADA integrated flow meter assembly.
- Staff completed the Dam crest lighting and grand canal PLC replacement installation and configuration.
- Staff collaborated with contractor Diener Electric installing two Piru Campground Wi-Fi poles.
- Instrumentation staff reconfigured radios reestablishing communication with nine Endress Hauser remote access PTP turnout meters.

- **Lake Piru Water System**

- All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of June.
- Monthly pH, turbidity and coliform samples were obtained for Lake Piru, as part of the Long Term 2 Enhanced Surface Water Treatment Rule compliance monitoring.
- Staff built and installed a new sodium hypochlorite injection quill.

3. Operations and Maintenance Projects Update

- June 23, 2021, Southern California Edison issued a \$30,979 incentive check for successful completion of the CIP OH Booster Pump Overhaul Project.
- Contractor Oilfield Electric graded the pad and installed conduit for the FEMA/OES grant funded El Rio Wellfield Emergency Generator Project.

4. Other Operations and Maintenance Activities

- The Santa Felicia Dam Emergency Action Plan sirens, located in Piru, were exercised on June 4, 2021.
 - The monthly inspection of Santa Felicia Dam was performed.
 - Monthly bacteria samples were obtained for the PTP system.
 - The Freeman Floc structures were painted by staff.
 - Staff widened the canal way drainage from Floc building to the canal animal crossing bridge.
 - Monthly meter readings were obtained for the OH, PTP, and PV Pipelines.
 - Completed and electronically transmitted the monthly OH Pipeline report to the State Water Resources Control Board Division of Drinking Water.
 - Static water levels were obtained for all El Rio, Saticoy, and PTP wells.
 - Weed abatement continued throughout the District.
 - Action priority update biweekly meetings for operations staff were continued.
-

**Agenda Item: 5.4 Monthly Operations and Maintenance Department Report –
Information Item**

5. Safety and Training

- During the month of June approximately 3,100 hours of work, within the O & M department, were performed with no reportable accidents. The department's YTD safety record is 1 recordable injury.
- A safety meeting was conducted on June 23, utilizing the Microsoft Teams application, to maintain social distancing practices. Two videos were provided to staff entitled "*Hearing Conservation - Take Care of Your Hearing*", by Honeywell and "*How to Fit Your 3M Roll Down Earplugs*", by 3M. The primary objective was to provide awareness and reminders on hearing conservation. A safety tailgate talk on chainsaw safety was also briefed to staff. Staff fulfilled California Occupational Safety and Health Administration (Cal/OSHA) requirements by reviewing the Hearing Conservation Policy; general review. Staff involved in the security efforts for the Santa Felicia Dam participated in the review and implementation of the FERC security recommendations and the annual Santa Felicia Dam Emergency Action Plan Call-Down Drill.
- Tailgate safety meetings were conducted at all individual O&M field locations and the topics included refresher training on equipment used at the various O&M locations. The online Target Safety assignment for June was "Water Industry: Hearing Conservation."

Attachments: A - Operations Log for June

OPERATIONS LOG																										
DATE	SANTA FELICIA DAM								FREEMAN DIVERSION**					RECHARGE				IRRIGATION						O-H		
	SFD EI.	Stor.	Surface	Evap.	Inflow Balance	Outflow USGS	Hydro	Ran 106E	River	Diverted	Fish*** Facility	Bypass Channel	Crest	El Rio	Salicoy Facility		Noble/Rose	Piru	T.I.D.	P.T.P.	PVCWD	L.P.	Salicoy Wells	Total	CI2	
	Fl.	A/F	Acres	Inches	Av. CFS	Av. CFS	Kw	Inches	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Misc CFS†	Weir CFS	Av. CFS	Av. CFS	A/F	A/F	A/F	%	A/F	A/F	A/F	Lbs.
A/F*		17113			7,047	14,016		4.57	18,767	17,931	372	460		10,413	2380		0	0.0	5,138	3,838	1,493		0.0	0	9,172	72,308
6/1/21	981.97	17108	526.90	0.229	8	7.6	0	0.00	9	9	0	0	0	0	1	0	0	0.0	13.5	15.7	0.0	0.00	0.0	0.0	42.7	314
6/2/21	981.90	17071	526.50	0.248	-8	7.92	0	0.00	8	8	0	0	0	0	1	0	0	0.0	10.6	12.9	0.0	0.00	0.0	0.0	43.8	338
6/3/21	981.76	16998	525.50	0.339	-25	7.84	0	0.00	7	7	0	0	0	0	2	0	0	0.0	7.9	9.3	0.0	0.00	0.0	0.0	43.2	318
6/4/21	981.72	16977	525.30	0.276	0	7.59	0	0.00	6	6	0	0	0	0	4	0	0	0.0	3.1	4.0	0.0	0.00	0.0	0.0	45.7	331
6/5/21	981.68	16956	525.00	0.282	0	7.59	0	0.00	5	5	0	0	0	0	5	0	0	0.0	0.9	1.4	0.0	0.00	0.0	0.0	43.3	332
6/6/21	981.64	16935	524.70	0.258	0	7.6	0	0.00	6	6	0	0	0	0	6	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	38.3	286
6/7/21	981.62	16924	524.60	0.262	5	7.61	0	0.00	7	7	0	0	0	0	6	0	0	0.0	1.1	1.5	0.0	0.00	0.0	0.0	39.6	296
6/8/21	981.56	16893	524.20	0.209	-6	7.62	0	0.00	5	5	0	0	0	0	5	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	45.7	353
6/9/21	981.51	16866	523.90	0.252	-3	7.66	0	0.00	5	5	0	0	0	0	5	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	42.3	337
6/10/21	981.48	16851	523.70	0.311	4	7.73	0	0.00	5	5	0	0	0	0	0	0	0	0.0	5.0	8.9	0.0	0.00	0.0	0.0	37.2	309
6/11/21	981.43	16825	523.30	0.342	-2	7.64	0	0.00	5	5	0	0	0	0	4	0	0	0.0	0.0	1.3	0.0	0.00	0.0	0.0	39.3	301
6/12/21	981.39	16804	523.10	0.297	0	7.63	0	0.00	5	5	0	0	0	0	5	0	0	0.0	0.0	0.1	0.0	0.00	0.0	0.0	41.0	332
6/13/21	981.35	16783	522.80	0.315	0	7.6	0	0.00	4	4	0	0	0	0	4	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	20.1	259
6/14/21	981.32	16767	522.60	0.319	3	7.62	0	0.00	5	5	0	0	0	0	4	0	0	0.0	0.0	1.8	0.0	0.00	0.0	0.0	38.7	305
6/15/21	981.27	16741	522.30	0.286	-2	7.52	0	0.00	4	4	0.1	0	0	0	4	0	0	0.0	0.0	1.5	0.0	0.00	0.0	0.0	41.2	288
6/16/21	981.25	16731	522.10	0.328	6	7.52	0	0.00	4	4	0.1	0	0	0	4	0	0	0.0	0.0	0.2	0.0	0.00	0.0	0.0	44.1	323
6/17/21	981.21	16710	521.90	0.348	1	7.53	0	0.00	3	3	0.1	0	0	0	3	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	37.4	300
6/18/21	981.18	16694	521.70	0.331	3	7.58	0	0.00	3	3	0	0	0	0	3	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	36.6	295
6/19/21	981.12	16663	521.30	0.108	-7	7.56	0	0.00	3	3	0	0	0	0	3	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	37.9	290
6/20/21	980.10	16652	521.20	0.168	4	7.57	0	0.00	2	2	0	0	0	0	2	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	30.8	240
6/21/21	981.02	16611	520.60	0.346	-9	7.58	0	0.00	2	2	0	0	0	0	2	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	36.0	266
6/22/21	981.00	16600	520.50	0.298	5	7.58	0	0.00	3	3	0	0	0	0	3	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	38.6	289
6/23/21	980.96	16579	520.20	0.307	1	7.88	0	0.00	3	3	0	0	0	0	3	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	38.4	286
6/24/21	980.92	16559	519.90	0.245	0	7.52	0	0.00	2	2	0	0	0	0	2	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	40.3	313
6/25/21	980.87	16533	519.60	0.272	-2	8.33	0	0.00	2	2	0	0	0	0	2	0	0	0.0	0.0	0.1	0.0	0.00	0.0	0.0	42.6	317
6/26/21	980.85	16522	519.50	0.292	6	7.92	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	41.1	295
6/27/21	980.78	16486	519.00	0.310	-7	7.79	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	34.4	257
6/28/21	980.74	16465	518.70	0.354	1	7.73	0	0.00	2	2	0	0	0	0	2	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	37.1	288
6/29/21	980.70	16444	518.40	0.349	1	7.72	0	0.00	2	2	0	0	0	0	2	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	37.8	288
6/30/21	980.66	16424	518.10	0.292	1	8.3	0	0.00	1	1	0	0	0	0	1	0	0	0.0	0.0	0.0	0.0	0.00	0.0	0.0	40.0	294
TOTAL CFS					-23	231		0.00	119	119	0	0	0	0	89	0	0	0.0								
AVERAGE CFS					-1	8			4	4	0	0	0	0	3	0	0	0.0								
TOTAL A/F					-45	457			236	235	1	0	0	0	177	0	0	0.0	42	59	0		0	0.0	1175	9040
MONTHLY REVENUE TO DATE (approx.)							\$0	K																		
AVERAGE A/F					-2	15			8	8	0	0	0	0	6	0	0	0.0	1	2	0	0%	0	0.0	39	301
WATER YEAR TOTALS A/F					7,002	14,473		4.57	19,003	18,166	373	460	0	10,413	2,557		0	0.0	5,180	3,897	1,493		0	0	10,347	81,348
* Input total A/F previous month																										
** Daily averages imported from Ranch Systems																										
*** Fish facility flows include Denil fishladder, aux pipe and smolt bypass pipe																										
† Includes Ponds A, C, E, and I overflows, temporary storage in the desilting basin and Pond B, JLB diversions, losses between meters. Negatives mean prior storage from pond B or desilting basin is discharging to other metered sources.																										



Staff Report

To: UWCD Board of Directors

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

From: Clayton W. Strahan, Chief Park Ranger

Date: June 22, 2021 (July 14, 2021, Meeting)

Agenda Item: 5.5 Monthly Park and Recreation Department Report
Information item

Staff Recommendation:

The Board will receive and file this summary report from the Park and Recreation Department regarding its activities for the month of June, 2021.

Discussion:

The month of June brought significantly increased visitation and workload to Lake Piru. Rangers and recreation staff continued to work hard to keep the campground and facilities in good condition for the District's guests. The recreation area celebrated an extraordinarily successful Memorial Day weekend which generated approximately \$25,000 of in person revenue, and guests consistently reported an excellent experience in the Recreation Area. Pacific Vista Landscape continued their work in maintaining and improving landscaping within the Recreation Area, presenting a professional and clean park to our guests. Over the course of the month, Rangers completed twenty vessel assists, handled several medical incidents, responded to several law enforcement calls, and issued multiple citations where voluntary compliance could not be achieved. Note – this report contains several tasks and incidents that occurred during the month of May after the filing of the previous staff report and are included here to ensure the Board is fully informed of activities at the Recreation Area.

1. Staff Tasks and Activities

- **May 24:** Staff installed safety-related signage and ordinance posters at the swim beach.
 - **May 25:** Staff fueled, cleaned, and patrolled the patrol boats in preparation for the Memorial Day weekend.
 - **May 31, June 11, June 15, June 22:** Staff completed a weekly COVID compliance inspection to ensure that our operations are consistent with county / state health regulations.
 - **June 5:** Staff cleared a significant clog in the lower Olive Grove restroom drain line.
 - **June 8:** Staff completed annual servicing and certification of all fire extinguishers.
 - **June 15:** Staff assisted researchers from the Southern California Coastal Water Research Project in water sampling efforts to identify the presence of Cyanobacteria in the lake.
-

5.5 Monthly Park and Recreation Department Report

Page 2

- **June 15:** Staff assisted personnel from the O&M division with power connection to new infrastructure for the campground WiFi.
- **June 15:** Staff assisted with the repair of IT infrastructure at the Santa Felicia Dam shop.
- **June 15:** Staff worked to complete brush clearance around the Pothole Trailhead and access road for fire safety purposes.
- **June 20:** Staff cleaned up significant amounts of refuse from several areas on the lakeshore where guests commonly spend the day.
- **June 22:** Staff worked with personnel from the O&M division to install campsite markers and site perimeters in the Upper Overflow camping area.
- **Throughout June:** Staff measured the dimensions of each campsite to add to the MySites reservation system so that guests can pick a campsite that will fit their camper.

2. Staff Training/Meetings/Events

- **Weekly throughout June:** Intra-department meetings were held to familiarize staff with any new procedures and developments at the Recreation Area.
- **Throughout June:** Seasonal Park Ranger Assistants were provided training in operation of the patrol boats to prepare them for assisting Rangers or guests as needed.
- **Throughout June:** Rangers completed daily training bulletins and policy updates from district vendor Lexipol to stay up to date on policies and procedures.
- **June 14:** Staff met with representatives of the Ventura County Fire Department regarding the status of annual fire clearances in and around the recreation area.

3. Revenue and Visitation Recap

2021 Day Use Revenue Recap and Comparison	
2021 Day Use Revenue (Jan. 1-June 30, 2021)	\$184,690.60
2019 Day Use Revenue (Jan. 1-June 30, 2019)	\$95,180.00
Total Revenue Increase/Decrease from Prior Year	\$89,510.60
Annual Increase in %	194%
2021 Camping Revenue Recap and Comparison	
2021 Camping Revenue (Feb. 19-June 30, 2021)	\$293,642.20
2019 Camping Revenue (Jan. 1-June 30, 2019)	\$298,119.00
Total Revenue Increase/Decrease from Prior Year	\$(4,476.80)
Annual Increase in %	(1.5%)
Current and Record Year Comparison (2019 vs. 2021)	
2021 Combined Revenue (Jan. 1 to June 30)	\$478,333.20
2019 Combined Revenue (Jan. 1 to June 30)	\$393,299.00

****** Camping Revenue has been impacted by the park closure order due to COVID-19. Camping reservations resumed on February 19, 2021, and in person camping did not begin until March 11.

******* It should be noted that 2019 was one of the highest revenue years in the history of the park. 2021 is on pace to exceed the 2019 day-use numbers and is on par with camping revenue from that year as noted above.

2021 Total Visitation Figures				
Month	# Nights/Sites	# People	# Vehicles	# Vessels
January	0	2,627	1,196	219
February	0	2,047	1,049	155
March	243	3,473	1,771	393
April	624	5,940	2,653	483
May	732	5,346	3,292	507
June	3,025	24,407	9,829	2,697

4. Incidents/Arrests/Medicals

Ranger personnel had an increase in both responses for aid and enforcement actions during the month of June. Several items of note are listed below:

- **May 28:** While completing a vehicle patrol of the perimeter of the lake, Rangers observed a male subject unconscious behind the wheel of his vehicle. Rangers contacted the man and determined that he was semi-responsive and called for assistance from the Ventura County Sheriff's Office and medical aid from the Ventura County Fire Department. At the conclusion of the investigation, the subject was arrested for driving under the influence.
- **May 29:** Rangers responded a report of a subject driving recklessly in the Olive Grove campground. The subject fled the area on foot and the incident precipitated a disturbance in the campground later in the evening. Rangers and Sheriff's deputies sent all parties back to their respective campsites and there were no further issues.
- **May 30:** Rangers and sheriff's deputies responded to the Olive Grove campground for a report of a possible child abuse in progress. After arriving on scene, family members of the involved subject misunderstood what had happened and became upset with the rangers and deputies. Ultimately, there was no evidence that a crime occurred and there were no further issues with the involved group.
- **May 30:** Rangers and sheriff's deputies responded to the Olive Grove campground regarding a domestic disturbance. After completing a brief investigation, one subject was arrested for domestic battery.
- **May 31:** Rangers, California Highway Patrol, and Ventura County Fire Department responded for a vehicle over the side of Piru Canyon Road just south of the United Water property boundary. The occupants of the vehicle sustained only minor injury despite landing approximately 75 feet down and were assisted back to the roadway and provided medical attention.
- **June 1:** Rangers, US Forest Service, and Ventura County Fire Department responded to the National Forest north of the recreation area for a report of an animal bite / envenomation. Rangers arrived on scene first and located a male subject who had been bitten in the hand by a rattlesnake. The subject was transported to the Juan Fernandez Launch Facility, where Los Angeles City Fire Air One landed and transported him to the hospital for treatment.
- **June 1:** Rangers responded to the day use picnic area for a medical problem. A juvenile subject had fallen off his skateboard and sustained several abrasions. Rangers provided first aid to the juvenile and his parents declined further medical care.

5. Citations/Enforcement Summary

Throughout May, five citations were issued for violations of:

1. Ordinance 15 Section 3.2 – Entering Recreation Area without paying fees
2. CVC 22450(a) – Failure to stop at stop sign
3. H&N 655.2 (a)(c) – Vessel speed in restricted area

In addition, one written warning was issued for violations of:

1. California Vehicle Code Section 27315(d)(1): Operating vehicle with passengers not restrained by seat belt.

Finally, Park Rangers were assisted by the Ventura County Sheriff's Office in conducting the follow enforcement actions:

1. CVC 23152 (a) – Operating a motor vehicle under the influence of alcohol.
2. PC 243(e)(1) – Domestic battery.
3. CVC 23151(a) - Operating a motor vehicle under the influence of alcohol resulting in an accident.

It should be noted that numerous other enforcement contacts were made for violations of District Ordinances. However, as it is the District's goal to use education as a means for compliance, in most cases Park Rangers used these incidents as an opportunity to educate the guests via a verbal warning.

6. Grants

Staff is currently working on evaluating a cyber security grant administered by Ventura County via Homeland Security as a possible opportunity for funding to upgrade the security cameras at Lake Piru. Staff is meeting with the County Sheriff's office on June 29th to discuss the potential for partnering with the Sheriffs Department on the possibility of a joint project to make the viability more favorable for both agencies. Staff will report more on this process as it develops.



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Dan Detmer, Supervising Hydrogeologist

Date: July 1, 2021 (July 14, 2021, meeting)

Agenda Item: 5.6 Monthly Water Resources Department Report
Information Item

Staff Recommendation:

The Board will receive and file this summary report from the Water Resources Department regarding activities for the month of June 2021.

Discussion:

As noted in our previous staff reports, the majority of Water Resources Department staff worked from home and communicated via teleconferencing during the Covid-19 pandemic. Most staff have now returned to the office, starting on June 1.

Staff Activities

In addition to the Department's routine, ongoing groundwater monitoring and reporting programs and its support of Groundwater Sustainability Agencies (summarized in a separate staff report), notable efforts and activities conducted by staff during the past month included the following:

- Groundwater Modeling:
 - Staff has completed expansion of the active domain of United's numerical groundwater flow model to incorporate the Piru, Fillmore and Santa Paula basins, updated the model for the years 2016-2019, and validated the calibration of the expanded model. Staff completed documentation of the expanded model and input required for forward-looking projections conducted for the Mound and Fillmore-Piru basins groundwater sustainability agencies (GSAs). Staff is in the process of completing documentation of the model update and validation effort. The independent Expert Panel will review all three of these modeling documents this summer.
 - Staff continue the process of converting the 2018 version of the groundwater flow model (coastal plain basins) to a new software version that allows for the simulation of salinity changes associated with saline intrusion in the coastal areas surrounding Pt. Mugu and Port Hueneme. This work is funded by the Prop 1 Coastal Brackish Project
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Agenda Item: 5.6 Monthly Water Resources Department Report
Information Item

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feasibility study and incorporates revised geologic mapping in the study area, work that was also funded by the Prop 1 grant.

- Staff continue to help the Environmental Services Department (ESD) evaluate effects of existing and potential future surface water flow conditions at the Freeman Diversion.
 - Staff are assisting ESD in evaluating fish passage modifications under consideration for United's Habitat Conservation Plan (HCP).
- Staff continue to assist with planning and coordination for release of Table A water and supplemental State Water Project water acquired from the Santa Clarita Valley Water Agency and the City of San Buenaventura. 3,150 AF has been received and we have the option to purchase an additional 1,260 AF.
- Staff continue to collaborate with the Engineering Department with development and design of a portfolio of new or improved water-supply projects within the District's service area. Staff and their consultant are meeting monthly to refine the conceptual design of water-supply projects and conveyance systems so that they yield the best value in terms of sustainable yield for the groundwater basins in United's service area.
- Staff supported the Engineering Department and a consultant in developing the 2021 updates to United's Urban Water Management Plan for its OH and Lake Piru water-supply systems. The final document has been uploaded to the DWR website.
- Staff supported the Engineering Department by analyzing pumping-test data and preparing a completion report for new El Rio water well #19 (replacing El Rio #6).

Outreach and Educational Activities:

- Four staff members were notified that they have been invited to give presentations or poster sessions at the Groundwater Resources Association of California's "Western Groundwater Congress" in Burbank this September.
- Dr. Bram Sercu and Dr. Jason Sun attended webinars hosted by CA Water Boards detailing the development of integrated surface water and groundwater flow models in the Ventura River watershed.



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Dan Detmer, Supervising Hydrogeologist

Date: July 1, 2021 (July 14, 2021, meeting)

Agenda Item: **5.7 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA) Information Item**

Staff Recommendation:

Receive a summary report of Water Resources Department activities related to the Sustainable Groundwater Management Act (SGMA) and Groundwater Sustainability Agencies (GSAs) for the groundwater basins within District boundaries.

Discussion:

Fox Canyon Groundwater Management Agency (FCGMA)

Staff continue to monitor and, where appropriate, participate in the FCGMA's groundwater sustainability planning and implementation efforts in the Oxnard, Pleasant Valley, and Las Posas Valley (Western Management area) basins, as follows:

Board of Directors meetings – The FCGMA Board held regular meetings online on May 26 and June 23. Notable topics during the May 26 meeting included:

- Board received a presentation from FCGMA staff on water supply and infrastructure projects included in the Groundwater Sustainability Plan (GSP) for the Las Posas Valley basin and the potential opportunity for additional imported water from Calleguas Municipal Water District.
 - Board received a presentation from FCGMA and United staff on water supply and infrastructure projects for the Oxnard and Pleasant Valley (OPV) basins. The presentation by FCGMA staff included a general overview of the list of projects included in the GSP and projects identified through the OPV Stakeholder Group process, as well as the estimate of future supplemental state water imports. The presentation by United staff included background information on the modeling and how the projects were integrated together. Initial modeling results were presented related to surface water and operations as well as
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Agenda Item: 5.7 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
Information Item

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groundwater and impacts to seawater intrusion. Results showed that the projects considered were mostly effective at achieving sustainability goals, while meeting 100% of current demand. Potential modifications for future project scenarios were also provided.

Notable topics during the June 23 meeting included:

- Board received a presentation from FCGMA staff on efforts to develop a replenishment fee for funds to purchase and deliver supplemental water and development of projects in the Las Posas Valley, Oxnard and Pleasant Valley basins. The likely implementation date is April 1, 2022
- Board received a presentation from FCGMA staff on an update of water supply and infrastructure projects and potential grant opportunities for the Oxnard and Pleasant Valley (OPV) basins.
- Board received a presentation on the proposed FCGMA Work Plan and Budget for Fiscal Year 2021-22.
- Board received a presentation from FCGMA staff on an update of the current drought and groundwater conditions within their service area.
- Board received an update on progress made by the OPV Variance Review Committee regarding processing of variance applications under the OPV allocation ordinance and voted to deny or approve the first variance request advanced to the board from the committee.
- Board received a presentation from FCGMA staff regarding compliance with Groundwater Recovery Enhancement and Treatment (GREAT) Program, Advanced Water Purification Facility (AWPF) Resolution No. 2013-02, and the City of Oxnard's request to revise the conditions under which they can use their groundwater credits under that resolution.

The next regular FCGMA Board meeting is scheduled for July 28 at 1:30 pm.

OPV Variance Review Committee meeting – The FCGMA OPV Variance Review Committee held a meeting online on June 14. Two variance requests were reviewed: the Committee voted to recommend approval of a request for 15.859 acre-feet per year (AFY) additional allocation, and decided to continue reviewing a request for 89.473 AFY additional allocation at their next meeting.

Fiscal Committee meeting – The FCGMA Fiscal Committee did not hold a meeting in the month of June.

Operations Committee meeting – The FCGMA Operations Committee did not hold a meeting in the month of June.

A meeting of the Legal *Ad Hoc* Committee of the OPV Core Stakeholder Group was held on June 11. Discussions by this committee are subject to a non-disclosure agreement.

Agenda Item: 5.7 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
Information Item

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Fillmore and Piru Basins Groundwater Sustainability Agency (FPBGSA)

Staff continue to participate in FPBGSA activities supporting SGMA compliance and GSP preparation for the Fillmore and Piru basins, as follows:

Board of Directors meetings – The FPBGSA held a special Board meeting on June 10, at 5:00 pm. The main topic of discussion was continued stakeholder input and board discussion on the draft Sustainable Groundwater Management Criteria matrix. Much of the discussion centered on potential future impacts to surface water flows and Groundwater Dependent Ecosystems at the basin boundaries, and whether these potential impacts would be “significant and unreasonable.” After the discussion, the Board approved the draft Sustainable Groundwater Management Criteria matrix as proposed by the technical consultant for the GSP.

A regular FPBGSA Board meeting was held on June 17, at 5:00 pm. Notable topics included:

- The Board approved the authorization to solicit construction bids for the monitoring wells project. There was also discussion on focusing on shallower monitoring wells in the basins to reduce project costs.
- The Board approved the budget amendments and groundwater extraction fee of \$12 per acre-foot for fiscal year 2021-2022. The proposed groundwater extraction fee for the coming fiscal year is the same as the existing fee.

The next regular FPBGSA Board meeting is scheduled for July 15 at 5:00 pm.

GSP preparation – Consultant DBS&A has reported progress on various work products in support of GSP development. A web-based data management and mapping system that includes well construction information and available water level and water quality records for wells within the Piru and Fillmore basins remains available on the agency website. A number of technical references relating to GSP development, are available on the agency website.

New Monitoring Wells – Staff is helping coordinate land access agreements area landowners in opportune locations for new monitoring wells funded by a DWR Technical Support Services grant.

Mound Basin Groundwater Sustainability Agency (MBGSA)

Staff continue to participate in MBGSA activities supporting SGMA compliance and GSP development for the Mound basin, as follows:

Board of Directors meetings

The MBGSA Board held a regular meeting on June 17, at 1:00 pm. Notable topics of discussion included:

- The Board discussed the preliminary draft GSP and approved the scheduling of a 60-day public review and comment period to begin on June 23 and a public GSP workshop at the July 2021 MBGSA meeting.

Agenda Item: 5.7 Update on Groundwater Sustainability Agencies (GSAs) and Sustainable Groundwater Management Act (SGMA)
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- MBGSA continues to pursue installation of monitoring wells through DWR's technical Support Services (TSS) grants program for GSP development and implementation. Executive Director Bryan Bondy provided the Board a brief update that the access agreement was currently under review by DWR and the Coastal Development Permit was currently under review by the Coastal Commission.
- The Board approved the groundwater extraction fee of \$59 per acre-foot for fiscal year 2021-2022. The proposed groundwater extraction fee for the coming fiscal year increased from the existing fee of \$24.

The next regular MBGSA Board meeting is scheduled for July 15, at 1:00 pm.

GSP preparation –United staff have completed delivery of draft text, tables, and figures in support of the water-budget and monitoring sections of the GSP, as requested by the MBGSA. United staff will provide responses to comments and support in making revisions to the GSP as requested by the MBGSA following the public review period.

Santa Paula Basin Technical Advisory Committee (TAC)

Staff continue to participate in the Santa Paula basin TAC in support of the Santa Paula Basin Judgment and in conformance with SGMA reporting requirements for adjudicated basins, as follows:

- Staff are preparing a draft version of the Santa Paula Basin Annual Report for 2020.
- TAC meetings have been postponed since last year; preparation and review of annual reports for the basin have been conducted via e-mail. It is anticipated that the Technical Working Group of the TAC will meet prior to the next TAC meeting (sometime this summer), to discuss the current status of United's groundwater flow model expansion and how the effectiveness of the proposed yield-enhancement measures might be forecasted using the model. The Technical Working Group is also expected to discuss the "Triggers" proposal/memorandum at an upcoming meeting.

Simi seat on Board of Supervisors opens with incumbent retiring

Kathleen Wilson

Ventura County Supervisor Bob Huber announced Monday he has decided not to seek re-election to a second term, capping more than 22 years in elected office with his retirement in January 2023.

Huber, 78, of Simi Valley, said he and his wife decided it was time for him to step down after 50 years in community service.

“It was a commitment,” the former Simi Valley mayor said. “I wanted to spend time with my family and enjoy life.” The attorney said he did not know who would run to succeed him. Businessman Rocky Rhodes, who initially announced for the position, said Monday that he had instead decided to run for the Simi Valley City Council. He said several people are eyeing a run for supervisor, but that they should be the ones to disclose their candidacies.

Huber was elected in the June 2018 primary to represent the 4th District, which encompasses Simi Valley, Moorpark and several unincorporated areas. He took more than half the vote, avoiding a runoff in the November general election that year.

He captured 53.5% of the vote, running well ahead of Bernardo Perez with 29% and Andy Waters at 17%.

Huber succeeded businessman Peter Foy, who decided not to seek a fourth and final term.

Huber said one of his achievements was helping to bring mental health services to residents of the east county. An outpatient crisis unit for adults has been approved in concept for the area, although a site has not yet been secured. The units provide a place where seriously ill patients can be stabilized in the hopes of avoiding hospitalization.

Huber had back surgery recently but said that played no role in his decision to retire from office.

The supervisor said he and his wife, Debra Holler, made the decision together.

“We’re a team,” he said.

Kathleen Wilson covers the Ventura County government, including the county health system, politics and social services. Reach her at kathleen.wilson@vcstar.com or 805-437-0271.

As drought ravages California, Biden's infrastructure bill could help store more water

By [David Lightman](#) and [Dale Kasler](#)

June 30, 2021

A U.S. Drought Monitor graphic shows the shift in drought conditions in California from February 2021 to June 2021. U.S. Drought Monitor
Washington

As California and the West suffer through [an epic drought](#), President Joe Biden and Senate Republicans and Democrats have included \$5 billion for Western water projects in their infrastructure deal.

The prospect of federal money comes as several big-ticket water projects are on the drawing boards in California — although many are still years from completion and probably wouldn't get finished in time to help California with the current drought.

But the federal dollars, which are probably months and several more negotiations away from possible approval, could enable California to jump-start projects that have been in the works for years.

It's "the largest federal investment in western water storage in U.S. history. More than the Hoover Dam and other similar investments," Eric Olsen, spokesman for Rep. John Garamendi, D-Walnut Grove, told The Sacramento Bee.

Heather Engel, director of communications at Association of California Water Agencies, said they were "waiting on the legislative language to understand what it means for California."

Garamendi, who has been active in water storage issues for several years, said the \$5 billion storage funds will "help California and neighboring states claw out of the current drought conditions.

"We aren't going to solve these issues by maintaining the status quo. This drought requires bold solutions and investments in climate-resilient water storage infrastructure," he said.

The water could be stored in a variety of ways, his office said, citing dams and reservoirs as one popular method that this funding could support.

Garamendi, a member of the House Water Resources and Environment subcommittee, had helped secure several billion dollars to build Sites Reservoir near his district, for instance, and there are several major reservoir projects proposed throughout California that could be supported by this funding.

Gov. Gavin Newsom has declared a drought emergency in 41 of the state's 58 counties, and experts say this is already shaping up as worse than the drought that ended in 2017. Most farmers are getting little to no water from the state and federal water projects, and government scientists say conditions are so dire on the major rivers that massive deaths are likely among winter-run Chinook salmon and other species covered by the Endangered Species Act.

So far Newsom has resisted calls to institute mandatory cutbacks in urban usage of the type that his predecessor Jerry Brown ordered in 2015. But Newsom's aides say such an order could come next year if winter rains don't materialize.

What was shaping up as a [difficult year turned much worse](#) this spring, when an early heat wave caused much of the Sierra Nevada snowpack to evaporate or disappear into dried-out soils — instead of trickling into the reservoirs and rivers. The heat cost the state an estimated 700,000 acre-feet of water, enough to fill about three-quarters of Folsom Lake.

[Sites Reservoir is](#) a nearly \$4 billion project proposed for Colusa County, northwest of Sacramento, that's been in the planning stages for years. Due to be completed in 2030, it would be the first mega-reservoir to open in California since New Melones was completed in the late 1970s.

As it stands now, the reservoir, to be built about 10 miles west of the Sacramento River, would be largely funded with state taxpayer dollars, from a 2014 voter-approved bond, and money from farm-irrigation districts and municipal water agencies that would own a portion of the water in the facility.

There are also methods to capture rainwater as it seeps into groundwater to ensure it stays within existing water supplies instead of washing into the ocean.

California still needs rain

But Garamendi's office warned that "California does not currently have adequate water storage and recycling infrastructure to capture and reuse the rainwater that we do receive. A lot of it is used once and then sent off into the ocean."

Duration 0:47

Drone video over dry Sacramento Valley rice fields

A California Rice Commission video shows how dry weather conditions in the state have affected this year's Sacramento Valley rice crop. By John Hannon/California Rice Commission

In the meantime, California lawmakers are eager to see what the infrastructure deal could bring.

“We can’t point to anything for sure at this point, but the two projects this would likely benefit are the Del Puerto project and the Delta Mendota canal in our district,” said Andrew Mamo, spokesman for Rep. Josh Harder, D-Turlock , who has been active on water issues.

The Delta Mendota Canal is one of three major canals running through the San Joaquin Valley that are in need of major repair. Along with the California Aqueduct and the Friant-Kern Canal, the Delta Mendota has lost a significant amount of its carrying capacity in recent years because of the [phenomenon known as subsidence](#) — literally, the sinking of portions of the Valley floor because of relentless pumping of groundwater during the last drought.

The over-pumping caused the canals, which operate on gravity, to buckle at key points, crimping their ability to deliver water to farms and cities.

Newsom’s budget includes \$371 million over two years for the three repair jobs, but it’s believed federal dollars are needed to get them completed. The California Aqueduct, built during former Gov. Pat Brown’s administration, is the main vehicle for delivering water on the State Water Project. The Friant-Kern and Delta Mendota are owned by the U.S. Bureau of Reclamation.

Can Washington help?

A [White House fact sheet](#) said the deal’s intention is to “eliminate the nation’s lead service lines and pipes, delivering clean drinking water to up to 10 million American families and more than 400,000 schools and child care facilities that currently don’t have it, including in tribal nations and disadvantaged communities.”

The deal now has to become formal legislation, and that will probably take months. It also faces all sorts of hurdles. The water money is part of a \$579 billion, five-year package that includes money for roads, bridges, broadband, power and more.

And while Biden, five Republican and five Democratic senators reached agreement on the broad contours of the deal, there’s still concern about how to pay for it. The deal lists 13 different ideas for raising revenue, but again gives no specifics.

Budget negotiators, enviros undercut Hurtado's water fix bill

June 28, 2021



[Alex Tavlian](#)



In domino-like fashion, environmentalists rendered their verdict on a key water bill hoping to improve water deliveries to the poorest communities in the San Joaquin Valley along with help boost food production.

The verdict? Improving clean drinking water access for the poor residents of the San Joaquin Valley just isn't worth fixing broken canals to deliver water to farmers.

The bill, Senate Bill 559, led by Sen. Melissa Hurtado (D-Sanger) is part of a multi-pronged effort to fund fixes for California's south-of-the-Delta water arteries – the California Aqueduct, Friant-Kern Canal, and Delta-Mendota Canal – that have suffered years of declining capacity due to subsidence.

Hurtado's bill is seen as one leg – of three – to fund subsidence repairs for three major arteries of California's water system. The other two-thirds are being cobbled together via a companion Federal bill led by Rep. Jim Costa (D-Fresno) and direct funding from water users.

But the effort is coming under assault from environmentalist lobbies arguing that, despite significant need in disadvantaged communities on the west-side of the San Joaquin Valley, from

Mendota to Kettleman City, and eastern Valley communities hit hard by the last drought, the benefit to farm production is a bridge too far.

It's handing budget negotiators in the California State Legislature an opportunity to pare back the region's ambitions of repairing badly-damaged water delivery systems.

Among the complaints tendered in a letter to Hurtado by the Audubon Society and Defenders of Wildlife is the fact that the bill specifically outlines the projects and dollar amounts dedicated to each project, stripping state water officials of any spending autonomy.

The pair of environmental groups argued that Hurtado's bill "should be amended to excise reference to specific dollar amounts and direct the department or another state agency to develop a financing program that incorporates the multiple roles envisioned by the Water Commission."

The problem? Valley water projects have had a miserable track record at securing financing through California's Water Commission, especially from the state's 2014 Proposition 1 bond funding.

Meanwhile, the two groups along with the Sierra Club launched a key attack on the bill, arguing that state lawmakers shouldn't authorize funding for repairs on the Federally-managed Friant-Kern Canal, as it violates the so-called "beneficiary pays principle," a non-binding practice of financing water infrastructure through private user payments.

However, opponents are silent on the bill's proposed spending for improvements to the Delta-Mendota Canal, a separate canal system tied to the Central Valley Project.

In late May, the California State Senate approved Senate Bill 559 by a 34-1-5 vote.

Amid the complaints from environmentalists, California legislative budget negotiators have proposed \$200,000,000, spread out over two years, for water conveyance repairs in the so-called "junior budget bill" set to be approved on Monday.

The line-item is seen as an end-run around Hurtado's bill while at a fraction of the cost, while meeting the demands of environmentalists by handing spending authority to the Department of Water Resources.

Los Angeles Times

June 25, 2021

Racism surfaces in water war

Younger tribal members, stirred by Black Lives Matter, push back against far-right activists as Klamath scarcity worsens



PRO-FARMER activists in Klamath Falls, Ore., have threatened to seize the irrigation gates that control how much lake water goes to the fields. (Photographs by Robert Gauthier Los Angeles Times) TRIBAL MEMBER Joey Gentry with signs used in a recent protest. () IRRIGATION CHIEF Brad Kirby, known as “the bringer of doom.” ()

By Anita Chabria

KLAMATH FALLS, Ore. — The Native Americans who have lived here for thousands of years say that a giant serpent once menaced them from the high desert hills that surround Upper Klamath Lake, a marshy expanse of water north of the Oregon-California border.

It slithered down from remote crags to hunt people until the creator, G’mok’am’c, butchered it with an obsidian blade. He cast the pieces into the lake, where they became c’waam, a variety of

suckerfish that can live up to 50 years and has become the ecological and religious heart for the tribes that call this place home. G'mok'am'c told the people that their fate was tied to the fish — if it perishes, so will they.

For decades, an agonizing war over a scarce resource — water — has divided Indigenous people and the descendants of settlers of this region, which, like much of the American West, is now plagued by drought.

Family farmers often describe the conflict as one that pits them against federal bureaucrats who protect the suckerfish, imperiled as the lake grows more inhospitable. That portrayal, say members of the tribes, dismisses a tougher truth.

Just under the surface, they say, the real fight is about race, equity and generational trauma to a people whose history includes slaughter, forced removal of children, federal termination of their tribal status and loss of land — but not loss of the shared culture they hold sacred.

“Our water crisis still exists in part due to racism, and racism toward the tribes still exists in part due to our water crisis,” said Joey Gentry, a tribal activist who moved back to the area three years ago after living in Portland.

“I fear that I’ve been vocal, and somebody could be angry and take it out on me,” she said. “I personally fear certain parts of town amongst certain types of people.”

This year, the conflict is more intense than before, with a faction of far-right activists threatening to use force to take control of the irrigation gates that determine how much water stays in the lake and how much goes to farm fields. The lake, about a hundred miles around, received little snow melt and is shallow enough to walk across in places. Later this summer, as in past years, it is likely to be too hot and toxic for the c’waam and another variety of federally protected suckerfish, the koptu, to spawn and survive.

To ward off extinction, federal regulators have cut off every drop that normally flows from the lake to fields — but are still providing huge pulses of water to help another protected variety of fish, a salmon, down river. Native Americans don’t control the water but hold senior legal rights to it through a treaty that guarantees them the ability to hunt, gather and fish on the land of their ancestors. They’ve long argued that poor lake conditions are decimating the fish and their government-given rights.

With no irrigation water, farms are dying along with the near-ghost towns with names like Keno, Tulelake and Dairy, that surround them. Young people who once may have taken over family concerns are now looking elsewhere as their parents leave dry dirt unplanted. Those who inherited farms homesteaded generations ago are furious, and frightened.

On all sides of the debate this much is clear: There is no compromise to be found. This season, there will be winners and losers. Since the last water shut-off two decades ago, global warming has worsened conditions, bringing the region to a breaking point — of climate, belonging and patience.

“There is just too many people and the water is not available for everybody,” said Don Gentry, chairman of the Klamath Tribes and Joey’s older brother. “It’s just not there.”

Tribal leaders long have discouraged calling out discrimination, in daily life and in water policy, for fear of making the situation worse, they said. They say they’ve faced increasing acrimony as they’ve successfully defended their water rights in federal courts.

“We’ve kind of kept to ourselves for a lot of years. That’s probably been the safest thing to do,” Don Gentry said.

When farmers last lost their water during the 2001 drought, the situation grew so ugly that the elder Gentry felt uncomfortable visiting Klamath Falls from Chiloquin, a rural area about 10 miles north, where many tribespeople live. A person spat upon one of the tribal leaders. When tribal members went into restaurants, they sometimes were not served water, he said.

A bumper sticker with a c’waam being urinated on appeared on vehicles, with the tag line, “Here’s your water, sucker” and a group of men drove through Chiloquin firing weapons. For years, BB holes pocked the sign at the elementary school.

Recently, Gentry has seen signs of that era returning. A few weeks ago, a nonnative man with a gun pulled up to his grandson’s car, he said, threatening him.

“We are so far out west in the Klamath Basin, it’s so back in the old times ... like nothing ever changes,” said Charlie Wright, a tribe member and receptionist at a health center.

For younger tribe members, the energy of Black Lives Matter has helped embolden them and led to a shift in tribal policy. Whereas it once was taboo to go public with racial grievances, Wright this spring led one of the largest public actions in support of her people in decades — her first foray into activism.

Wright, who has three young sons, says the “ripple effect” of the civil rights movement sparked by George Floyd’s death has reached the Klamath.

“I’m not going to put up with this for my kids,” she said. “I don’t want them to have to put up with this. It’s bull crap.”

Both Wright and Joey Gentry are cautious to note they are expressing personal opinions and not speaking for the tribes — which is forbidden under tribal law for anyone except leaders.

Tribal leaders are aware of the internal frustration and say they support what younger members are doing. Tribal leaders also understand what it means to have more support from Washington than they did under the previous administration.

President Biden appointed the first Native American secretary of the Interior, Deb Haaland, earning praise from California tribes. She recently supported dam removal in the Klamath region, saying it would “deliver environmental justice” and “fulfill the federal government’s trust and treaty responsibilities.”

Extreme anger

The Upper Klamath Lake feeds a vast web of federally built canals that sustain fields of alfalfa, onions, mint, potatoes and more on land the U.S. government provided to military veterans beginning after World War I. It's an area known as the Klamath Project, or just "the project" to locals, made up mostly of neat rectangular plots meant to provide sustenance for families of five on drained lakebeds.

Each year, at the southern end of the lake, a crane hoists six massive concrete gates weighing about 5,600 pounds each into the air, allowing water to gush through the complicated irrigation system. The water ultimately passes through wildlife refuges — providing sanctuary to water fowl such as pelicans and egrets that once thrived in the marshes — before returning what remains to the Klamath River many miles downstream. Courts have deemed that irrigators have a usufructuary right — a type of property right that allows use of something in the public domain — to the top six feet of water in the lake.

The project is a feat of engineering but also an illustration of the federal government promising more than nature can deliver. In past years — those wetter than the last two — the U.S. Bureau of Reclamation has forged deals that please no one but kept a fragile stability for the people and entities with rights to the water.

Now, a red-striped circus tent sits ominously just feet from the concrete gates, set up by a far-right fringe aligned with anti-government activist Ammon Bundy, known for his conflicts with federal authorities, including the armed 2016 occupation of the Malheur National Wildlife Refuge. Bundy has long preached that the federal government lacks the right to own or regulate public lands, a message that resonates with farmers who argue they were sold binding state water rights when they purchased their farms.



South end of Tule Lake, where water is being pumped to an adjacent part of the parched wetland refuge for birds and fish. (Photograph by Robert Gauthier, Los Angeles Times)

Many Native Americans see Bundy and his crowd as a threat. When Joey Gentry saw the tent go up, she remembers thinking it was the “end of all possible solutions,” she said.

“You start bringing in white supremacy, militia, anti-government, extremist groups, there goes any hope for solutions,” she said.

One protest organizer, Dan Nielsen, is living in an RV at the site. Nielsen is a small-time farmer and truck broker who has little hope of getting water from the canals this year, but says he does have access to a crane to remove the gates if need be. The water, he says, is his by right and law — Nielsen was among those who set up a similar protest in 2001 dubbed “the bucket brigade” that drew about 18,000 participants.

In July of that year, activists broke into the head gates and turned the water on. They voluntarily left, under the watchful eye of federal marshals, after the terrorist attack on the Twin Towers in New York in September.

If force is required to take water again this year, said Nielsen, he is ready. He and another protester purchased the land they are occupying, giving them private property rights to be there.

“They illegally seized our water without due process of law, no court order, no nothing,” Nielsen said, standing inside the tent, lined with banners extolling the 5th Amendment of the Constitution. “The government promised [the tribes] water that’s not theirs. The government doesn’t have any water rights. ... That’s just the federal government bullying the frickin’ people.”

On his cellphone, Nielsen has text messages between himself and Bundy, including the militant’s promise to support the farmers.

Dread of Bundy’s intervention has been a powerful bargaining chip with federal authorities.

“They fear Bundy,” Nielsen said.

Last fall, Nielsen visited Bundy in Idaho and joined him when he stormed the state Capitol to protest coronavirus restrictions, Nielsen said. Afterward, he spent the night at Bundy’s house talking about the Klamath situation. In the morning, Bundy made him pork chops and eggs for breakfast while Bundy’s wife taught Scripture to their children, he said. They talked about the need to educate people on Bundy’s ideas. Most people, said Nielsen, are “like sheep. ... They don’t even know what’s going on. I mean, they are headed down the slaughter chute right now, getting ready to get their heads chopped off.”

The visit left Nielsen convinced he had an ally in the renegade cowboy.

“He will stand up,” Nielsen said.

Pragmatic middle

Between the tribes and the people in the tent are the majority of Klamath Project farmers, anxious not just for this season but their ability to hang on past it.

“It’s scary,” said Tulelake Irrigation District Manager Brad Kirby, who is known as the “bringer of doom” for often informing constituents just how little water will flow their way. “If there’s no willingness — and a reasonable approach from the tribes in particular, to work with us right now — I don’t know what happens to my own town.”

Once considered the most thriving of local farm towns, with a bakery along the main drag and Jock’s Supermarket on the corner, Tulelake feels abandoned. The family that owned Jock’s sold out, and it’s mostly a liquor store now, shelves stocked with Hamburger Helper and beer. Main Street is nearly empty of stores. The population has dropped to about 800 people.

Paul Crawford is one of the few younger farmers to try to make a go of it. In 2011, he returned from an Army stint in Afghanistan and bought land from his best friend’s dad — he now owns about 585 acres that he works with his wife and kids, Heston, 9, and Paisley, 7.

Recently, after a good year in 2016, he and his wife bought a white farmhouse with 40 acres of alfalfa out back and goats on the side. A new barn is being framed out, but he’s not certain he’ll still own the place by the time it’s done. Only about 40% of his land is planted this year.

Like many farmers, he believes that federal fish science is flawed and unnecessarily holding back lake flows that should be used for fields. For years, despite keeping water in the lake, the suckerfish have not recovered. Neither have the downstream salmon. He thinks it’s time to try a different approach.

“I feel like I’m not fighting a fish. I feel like I’m not fighting the tribe,” he said. “I feel like I’m fighting bad science.”

Crawford says he doesn’t want violence and doesn’t want Bundy in town, but recognizes the anger that led Nielsen to erect the tent. “Everyone’s kind of backed into their own corner,” he said.

Even moderates — those unwilling to take the law into their own hands — are frustrated by the tribes’ hard-line stance, and some accuse them of “playing the race card” in a bid for more political power.

“The problem is the attitudes have changed and it’s not all about fish anymore,” said Scott Seus, a third-generation farmer. “It’s about retribution, it’s about colonialism, it’s about a whole bunch of things that are buzzwords right now in our society.”

Clayton Dumont, a tribal leader, said he understands the farmers are hurting and appreciates irrigation leaders who’ve tried to distance themselves from Bundy. But his sympathy goes only so far.



Clayton Dumont, left and Don Gentry at the Sprague River, which flows to Upper Klamath Lake. Dumont said his sympathy for farmers is limited.

A few miles from the tribal headquarters, Dumont recounts some history of the tribes, including Native Americans hanged after waging warfare against white settlers to protest removal from their lands. Their leader, Kintpuash, was decapitated and his head sent to a medical museum.

The Klamath Tribes were also involuntarily subjected to the Termination Act of 1954, which eliminated their recognition as a tribe and turned their reservation over to the federal government, much of it becoming the Fremont-Winema National Forest.

Dumont's grandparents, plagued by alcoholism, sent his father to a brutal boarding school, he said, as the U.S. government attempted to pressure Native Americans into Western culture. The tribes, he said, are working to overcome "generational disaster" that can't be separated from the fate of the lake or the suckerfish.

"Our memories are really long. You know, they talk about being fourth-generation farmers. I like to say we have gossip that's older than that," Dumont said. While he doesn't blame current farmers for past wrongs against Native Americans, he said the current fight is a continuation of "this struggle over that privilege that they don't believe they have."

"I don't think it's unreasonable to want to protect our home," he said. "I like to say every living thing protects its home."

June 24, 2021

[Letters to the editor] Fund public safety resources

The city of Ventura can fund fire, police, streets, sidewalks, trees, and IT by borrowing funds from Ventura Water. Then cancel building a \$240 million separate treatment facility in Ventura and contract with United Water and Oxnard Wastewater treatment plant. For the cost of a \$40 million pipeline, Ventura would save \$200 million and meet the Consent Decree deadline on time.

Ventura has snubbed any suggestion that VenturaWaterPure should utilize United Water and Oxnard Wastewater treatment plant because the city has been planning VenturaWaterPure for eight years. Ventura had the Thomas Fire, a pandemic, lost a significant tax generator during those eight years and projects a \$10 million loss over the next five years.

There is no need to scrap VenturaWaterPure. However, a separate facility is not necessary for the WaterPure to continue.

Ventura Water's reasons for not contracting with Oxnard are trust and control of Ventura's water resources. The distrust has been unsubstantiated. Ventura Water does not control all water-related resources now. Ventura Water already works with Casitas Water, United Water, California Water project, Calleguas Water District and Santa Paula Water Basin.

The idea of control and management of water resources is a figment of one's imagination. The water resources now come by way of Ojai and the Santa Clara River and from Santa Paula. Ventura only has 6-8 wells.

Ventura also must trust other agencies such as the California Department of Conservation, California Department of Public Health, California Department of Water Resources, Regional Water Quality Control Boards and at least 12 other boards or commissions.

VenturaWaterPure, at its maximum output of 3,500 AF, is only 25% of Ventura usage, so working with the Oxnard wastewater department does not make Ventura dependent upon Oxnard for our water.

Fund our fire and police.

Bob Alviani, Ventura

Water War Breaks Out as Drought Descends

Central Coast Water Authority Sues Santa Barbara County Board of Supervisors over State Water Vote



| Credit: California Department of Water Resources

By [Nick Welsh](#)

Wed Jun 23, 2021 | 9:29am

As Santa Barbara County and the rest of the state enter another major drought crisis, a consortium of eight county water districts just sued the County of Santa Barbara Board of Supervisors, alleging the board is illegally interfering with the water agencies' ability to use the State Water pipeline system to buy and sell water on the open market.

Operating under the rubric of the Central Coast Water Authority (CCWA), the agencies claim the supervisors' vote this April to allow them to buy water throughout the state but to sell it only under highly restrictive conditions could hamper their ability to provide their ratepayers water when local supplies are challenged. During the past drought, the state water system was used to

procure enough water from elsewhere throughout the state to keep Lake Cachuma from going dry.

In an email in response to the lawsuit, County Counsel Mike Ghizzoni stated, “We believe that the Flood Control District’s actions were both lawful and in the long-term interest of *all* Santa Barbara County residents.”

The lawsuit — like everything having to do with water rights — is technical and wonky in the extreme.

The eight water agencies making up the CCWA were formed to build the infrastructure necessary to hook into the State Water Project and to manage its subsequent distribution. Even though the County of Santa Barbara has no financial investment in the project nor any direct operational duties, it functions as the contracting agent for the CCWA. That means county property taxpayers could theoretically find themselves on the hook financially should the CCWA, for whatever reason, find itself underwater financially. Changes in state law, however, now also empower the CCWA to impose to any tax increases deemed necessary should the water agency find itself in default.

When the CCWA came before the supervisors this spring to sign a contract amendment allowing them to buy and sell water for what the market would bear — hitherto prohibited — the supervisors, led by 1st District Supervisor Das Williams, objected, arguing under no circumstance does it make sense for local water districts to sell water during a drought.

CCWA members countered that droughts typically strike different parts of the state at different times. Santa Barbara might find itself flush with water, they argued, when drought-stricken water agencies elsewhere are flush with cash.

Williams also argued Santa Barbara’s countywide water interests should not be imperiled by decisions made by water district directors acting in pursuit of the narrower interests of their district ratepayers. Many water district managers have openly bristled at this argument, noting how they navigated their way through the past drought under exceptionally difficult circumstances.

EDITORIAL **Big Ag makes a bad thing worse**

June 17, 2021

In dry years, Californians talk about the drought as if it were a war — a battle of north versus south, haves versus have-nots, fish versus farmer.

When a critical resource is scarce, we want to fight for it.

But let's not drown in the fake narrative of environmentalists against growers. It's a false dichotomy that distracts from the real heart of California's water woes: an outdated system that prioritizes the financial interests of a wealthy few over the health and well-being of many.

This keeps us from finding honest solutions to drought conditions that the climate crisis will only intensify.

An either-or choice ignores the central role water plays in all our lives. Keeping water in the rivers and creeks where it belongs helps more than just salmon. It helps low-income and Indigenous communities, the fishing industry and, yes, farmers too.

On the Klamath River — where salmon are dying because of poor water management and historic overallocation to agricultural users — saving salmon from extinction also means feeding the people of the Yurok tribe and sustaining their cultural traditions, not to mention honoring historic treaty agreements.

Proponents of new water infrastructure projects say we just need more storage. But building more dams and reservoirs that divert water before it passes through the Sacramento-San Joaquin Delta, or allowing more water to be sucked south to the Central Valley, would be disastrous for the entire ecosystem.

These projects don't help all farmers — certainly not those running family farms near the delta.

Big, pricey projects, such as Sites Reservoir in Colusa County and the Delta Conveyance Project promise to secure water supply for everyone, but they actually mostly benefit agricultural corporations focused on profits.

Californians should be wary of boondoggle projects touted as a panacea for the state's challenges. Building a tunnel to siphon more water from the Sacramento River would collapse our natural ecosystem and cause irrevocable harm. Instead, we should focus on right-sizing our

agricultural footprint to efficiently feed people, while investing in recycled- water projects, especially in urban and suburban communities.

But if we insist on drawing lines in the parched California earth, let's be honest about where we stand. Much of the water transported from Northern California to Central Valley farms is used to grow water-intensive crops such as alfalfa and tree nuts.

The majority of almonds grown in the state are shipped overseas, making them California's top agricultural export.

Farmers have a right to make a living, and we need to feed people. But as the climate crisis intensifies, we should consider our priorities carefully before allocating a scarce public resource to bolster an export crop.

Let's not pretend that protecting Big Ag is the same as guaranteeing food on the table.

While everyone can and should do their part to reduce water consumption, it's important to think about the system we're saving water for. The biggest user of California's water is agriculture, and the current system is neither equitable nor

efficient.

This drought is not an aberration, nor are the shortages inciting fear and anger throughout the state. The situation is a foreseeable symptom of an allocation system that overpromises to those with financial and political clout. When the gaps in an overallocated system are laid bare, it's the environmental, Indigenous, family-farm and low-income community stakeholders who are left clamoring for the water spilling from the Big Ag trough.

So if we're stuck with the fish-versus- farmer paradigm, let's be clear. The big agribusinesses and shadowy water districts serving them, for whom the system was designed and who have historically benefited — they're the farmer. The rest of us are the fish.

Water is a finite resource, but there's enough for both fish and farmer if we start treating it sensibly.

We need a system that recognizes this reality, and prioritizes the public good over the financial interests of a private few.

Ross Middlemiss is a staff attorney at the Center for Biological Diversity.

Ross Middlemiss

Guest columnist Special to CalMatters Commentary

(Editorial) Drought sharpens water conflict

June 16, 2021

California never has enough water to meet all demands and even when supplies are relatively robust there's a triangular competition over their allocation. Farmers, municipal users and environmental advocates vie for shares of water that has been captured by California's extensive network of dams and reservoirs.

Their battles are waged in the state Capitol, in Washington, in regulatory agencies and in the courts and over time, the trend has been a subtle shift of supplies from long-dominant agriculture to protecting flows for fish and other wildlife while maintaining the relatively small amount consumed in urban areas. When California experiences one of its periodic droughts and reservoirs shrink from scant rain and snowfall, its perpetual conflict becomes even sharper. We're now in one of those droughts, as a looming clash in the state Water Resources Control Board underscores.

A month ago, the state Department of Water Resources and the federal Bureau of Reclamation, which together operate the state's largest reservoirs, such as Shasta and Oroville, asked the board to decrease minimum flows of water through the Sacramento-San Joaquin Delta and into San Francisco Bay from 4,000 cubic feet per second to 3,000.

"Water Year 2021 is currently the driest on record since 1977," the two water agencies said in their letter to the board. "Although well below average rainfall, the snowpack in March, 2021 indicated that sufficient reservoir inflow was likely available to meet (minimum flow) requirements. Conditions significantly changed at the end of April 2021 when it became clear that expected reservoir inflow from snowmelt failed to materialize."

The agencies also asked the control board to limit exports from the Delta to agricultural and municipal users in the San Joaquin Valley and Southern California to 1,500 cubic feet per second.

The first request raises the hackles of environmental groups. This month, a coalition of environmental groups, led by Restore the Delta, fired back, telling the control board that the request to reduce minimum Delta flows "will not best serve the public interest; it is contrary to law; and it will have an adverse environmental impact on the Delta, and to salmon fisheries on which northern California Indian Tribes rely for cultural life and nutrition."

The water resources department "and the Bureau released nearly a halfmillion acre-feet of water to wealthy senior water right holders who grow rice for export early this spring, rather than hold enough water in their lakes to protect salmon and prevent harmful algae blooms in the Delta this

summer,” Tim Stroshane, a policy analyst for Restore the Delta, said in a statement. “More gifts of water to almond growers await release this summer unless the state Water Board steps in to correct this injustice and prevent cultural genocide against Northern California Indian Tribes and a public health calamity in the Delta.”

Meanwhile, the water agencies’ second request, to cap exports from the Delta, could adversely affect San Joaquin Valley farmers, whose guaranteed supplies had been reduced to zero by the state and federal agencies. They have been pressing Gov. Gavin Newsom to declare a drought emergency, presumably making more water available for agriculture, but the requested export limit of 1,500 cubic feet per second would seemingly dash those hopes.

Meanwhile, the export limit’s effect on Southern California water users would be relatively scant because reservoirs in that region are fairly full.

Dan Walters

Columnist CalMatters Commentary

Los Angeles Times

A problem Silicon Valley can't solve: water

Facing drought and quake risk, the region declares emergency.

June 15, 2021



SOME OF the water basins in Santa Clara County are running low, including the Stevens Creek Reservoir, which had fallen to 18% of its capacity by May. (Josh Edelson Associated Press)

By Susanne Rust

PALO ALTO — California is known for its history of natural disasters, and in the Silicon Valley, two potential calamities — drought and earthquake risk — are converging to dry up water supplies in the hub of the state's tech economy.

In a meeting on Wednesday, board members of the Santa Clara Valley Water District voted unanimously to declare a water shortage emergency — in part because a key county reservoir had to been drained to reduce earthquake risks highlighted by federal regulators.

County officials warned last year that the draining of Anderson Reservoir would put the region in a perilous position, but they were forced to drain the lake anyway, since the reservoir and dam sit atop the Calaveras fault, which could trigger a high-magnitude earthquake.

To preserve supplies, the district is calling for a mandatory 33% reduction in water use from the levels seen in 2013 and is planning to rely almost entirely on groundwater, said Tony Estremera, the valley water district's board chair.

But if too much groundwater is tapped, the ground is likely to sink, he said, challenging the structural integrity of roads, bridges and buildings.

"That's really not acceptable in a place where we have some of the largest companies in the world," said Estremera, referring to Apple and Google, which have campuses in Silicon Valley.

To prevent land from subsiding, the water district wants local governments to implement restrictions, including reducing lawn watering to three days a week, banning the filling of swimming pools and ending the use of potable water for washing buildings.

That will hurt some homeowners and businesses, but David Gurrola, a landscaper in East Palo Alto, said it could help his. He expects some clients will begin pulling out turf and replacing it with cactuses, succulents, bark and gravel, and adding high-efficiency drip irrigation systems.

"That's what they did during the last drought," said the owner of E&D Landscaping, referring to the dry years between 2012 and 2016. "No reason to give up on your yard or garden."

While Southern California has so far avoided emergency drought restrictions, Santa Clara County — which includes San Jose, the state's third-largest city — is scrambling, and the rest of the Bay Area is not far behind.

The U.S. Drought Monitor reported Thursday that four of the six San Francisco Bay Area counties had moved into "exceptional" drought — the most dire drought categorization, reflecting the potential for widespread crop and pasture loss, as well as the potential for water emergencies.

San Mateo and Santa Clara counties remain in "extreme" drought.

The dry conditions are the result of two years of low precipitation and abnormally high temperatures across the region, including in wine country and Marin County, which declared a drought emergency in May. While San Francisco and the East Bay manage reservoirs in the high Sierra that can help them get through the summer, they can't bank on those supplies if coming winters are similarly parched.

Water experts note that the Bay Area has experience with water shortfalls, which will help it adapt to the current challenge.

"Drought is not unusual," said Ellen Hanak, vice president and director of the Public Policy Institute of California's water policy center. "Water districts know how to prepare."

Jonas Minton, senior water policy advisor for the Planning and Conservation League, agreed, noting that only two of the six counties have mandated restrictions.

Yet both Hanak and Minton said water managers must confront changes that have left the state with more precipitation in the form of rain instead of snow. In addition, rising temperatures are evaporating much of that remaining snowfall and runoff, leaving less for reservoirs downstream.

“California has relied upon a water storage system that is quickly disappearing,” Hanak said. “That’s snowpack.”

Unlike Southern California, the Bay Area doesn’t have a dominant water agency that delivers supplies across multiple counties. The Santa Clara Valley Water District serves 15 cities and about 2 million residents, relying on a “robust water portfolio” of reservoirs, groundwater supplies and contracts with state and federal water projects, said Minton, former deputy director of the state’s Department of Water Resources.

Starting last year, however, the district lost a big part of that portfolio.

In February 2020, the Federal Energy Regulatory Commission ordered an immediate seismic retrofitting of the dam, which was constructed in 1950 on sand and gravel, making it vulnerable to large temblors. If the dam were to collapse in an earthquake, scientists say, floodwaters could destroy parts of the city of Morgan Hill and even San Jose downstream.

That has forced the district to drain its largest reservoir, which holds slightly more than 91,000 acre-feet of water when full, and undertake a reconstruction program that is likely to last until at least 2034, Estremera said.

Some of the district’s other water basins are also low, including the Stevens Creek Reservoir, which had fallen to 18% of capacity by May.

Adding to the pain, the federal government in May announced that it was reducing urban water allotments from the Central Valley Project by half. Roughly a quarter of the Santa Clara Valley Water District’s supply comes from the federal water project, which is fed largely by runoff from the Sierra snowpack. As of April 1, that snowpack was 59% of normal.

Estremera said the district is investing heavily in water recycling and conservation, as well as planning new reservoirs — such as the proposed \$2.5-billion Pacheco Reservoir, which would hold 140,000 acre-feet of water, surpassing by half the volume of Anderson Reservoir. While San Jose Mayor Sam Liccardo announced his opposition to the reservoir, saying it was too expensive, Estremera said the region needs every option.

“You can’t create more water,” he said. “You need to conserve, preserve and recycle.”

Lessons learned from the 2012-16 drought should also help the region get through the current emergency, said Adrian Covent, vice president of public policy for the Bay Area Council, a regional industry group.

“At that time, businesses started doing things like changing out turf in favor of drought-resistant plants and upgrading water efficiency,” he said, calling the Bay Area “the most water-efficient region in California.”

His group’s biggest concern is Marin County — the only other Bay Area county to impose water restrictions.

Unlike other counties, Marin is 75% dependent on supplies from local watersheds, which haven’t been adequately replenished in more than two years, and 25% from the Sonoma County Water Agency, which Gov. Gavin Newsom in April declared was in a drought emergency.

“The lack of drought-resilient supplies could cause a moratorium on new connections and housing construction,” he said, noting the Bay Area’s housing shortage and need for new, affordable housing.

State water planners and engineers will need to design and construct new infrastructure to adapt to climate change, while also preparing for the unpredictable, Hanak said.

Wildfires, she noted, can wreak havoc on water systems, reducing water quality in surface reservoirs, destroying infrastructure and contaminating drinking supplies. That’s especially true in the Bay Area, with its byzantine network of water agencies.

“California is a state of extremes,” Hanak said. “We’re never going to make these problems go away. What we need to do is find strategies for resilience and realize that no one size fits all.”