

AGENDA
ENGINEERING and OPERATIONS COMMITTEE MEETING
Thursday, March 2, 2023, at 9:00 a.m.
UWCD Headquarters, First Floor, Board Room
1701 N. Lombard Street, Oxnard, CA 93030

CALL TO ORDER – OPEN SESSION 9:00 a.m.

Committee Members Roll Call

1. Public Comment

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

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

Motion

The Committee will review and consider approving the minutes from the February 2, 2023, Engineering and Operations Committee meeting.

3. March 8, 2023, Board Meeting Motion Agenda Items

The Committee will review and discuss the following agenda items to be considered for approval at the March 8, 2023, Board meeting. The Committee will formulate a recommendation to the entire Board based on its discussions with staff. The Committee will discuss the following items:

3.1 Authorize Approval of the Draft Agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to Convey Water Between Their Water Systems; and Authorize the General Manager to Execute the Final Agreement.
(Engineering Department, Dr. Maryam Bral) (Proposed Time: 10 minutes)

The Committee will consider recommending to the full Board approving the draft agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to convey water between the water systems; and authorize the General Manager to execute the final agreement upon District's legal counsel review and approval of the final language, should any changes be made by any of the participating agencies.

3.2 Contract Amendment to the Engineering Design Support Contract with Stantec Consulting Services, Inc. for the Vertical Slot Fish Passage Alternative
(Engineering Department, Craig Morgan) (Proposed Time: 5 minutes)

The Committee will consider recommending to the full Board approval of the motion authorizing the General Manager to execute an amendment to the professional consulting services agreement with Stantec Consulting Services, Inc. (Stantec) in the amount of \$91,756 to provide continued engineering design support of the Vertical Slot as a Freeman Diversion Fish Passage Facility alternative.



- 3.3 Resolution 2023-(pending no.) Determining that Emergency Work at Reasoner Creek is Exempt from the Provisions of the California Environmental Quality and Approving Emergency Work at Reasoner Creek**
(Environmental Services Department, Hannah Garcia-Wickstrum) (Proposed Time: 5 minutes)

The Committee will consider recommending to the full Board for approval Resolution 2023-(pending no.), determining that Emergency Work at Reasoner Creek ("Project") is exempt from the provisions of the California Environmental Quality Act ("CEQA"), approving the Project, and directing staff to file a Notice of Exemption in accordance with CEQA.

4. Project Highlights (Proposed Time: 15 minutes per update)

4.1 Engineering Department Update (Dr. Maryam Bral)

4.2 Environmental Services Department Update (Linda Purpus)

4.3 Operations and Maintenance Department Update (Brian Collins)

5. Future Agenda Items

The Committee will suggest topics or issues for discussion on future agendas.

ADJOURNMENT

Directors:

Chair Lynn E. Maulhardt
Catherine P. Keeling
Daniel C. Naumann

Staff:

Mauricio E. Guardado, Jr.
Anthony Emmert
Linda Purpus
Hannah Garcia-Wickstrum
Evan Lashly
Tessa Lenz
Randall McInvale

Dr. Maryam Bral
Brian Collins
John Carman
Jackie Lozano
Vanessa Vasquez

Craig Morgan
Michel Kadah
Adrian Quiroz
Robert Richardson

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

Approved:  FOR MEG
Mauricio E. Guardado Jr., General Manager


Dr. Maryam Bral, Chief Engineer


Brian Collins, Chief Operations Officer

Posted: (date) February 24, 2023

(time) 4:30 p.m.

(attest) Jackie Lozano

At: www.unitedwater.org

Posted: (date) February 24, 2023

(time) 4:40 p.m.

(attest) Jackie Lozano

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

MINUTES
ENGINEERING AND OPERATIONS
COMMITTEE MEETING
Thursday, February 2, 2023, at 9:00 a.m.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard, CA 93030

COMMITTEE MEMBERS IN ATTENDANCE

Lynn E. Maulhardt, chair (joined the meeting at 9:10 a.m.)
Gordon Kimball, director
Daniel C. Naumann, director

STAFF IN ATTENDANCE

Anthony Emmert, assistant general manager
Dr. Maryam Bral, chief engineer
Brian Collins, chief operations officer
Dan Detmer, water resources manager
Hannah Garcia-Wickstrom, associate environmental scientist
Michel Kadah, engineer
Evan Lashly, environmental scientist
Jackie Lozano, administrative assistant
Randall McInvale, principal environmental scientist
Craig Morgan, engineering manager
Josh Perez, chief human resources officer
Zachary Plummer, technology systems manager
Linda Purpus, environmental services manager
Ed Reese, technology systems specialist
Ambry Tibay, senior accountant

PUBLIC IN ATTENDANCE

Sam Culley; the attendance sheet was not signed.

Call to Order- Open Session

Director Daniel Naumann called the committee meeting to order at 9:05 a.m. The clerk of the Committee called roll. Two Committee members were present (Kimball, Naumann) and one was absent (Maulhardt).

1. Public Comments

Information Item

Director Naumann asked for public comment. There were none offered.

2. Approval of Minutes

Motion

Motion to approve the minutes of January 5, 2023, Engineering and Operations Committee meeting, Director Kimball; Second, Director Naumann. Roll call vote: two ayes (Kimball, Naumann); none opposed; one absent (Maulhardt). Motion carries 2/0/1.

Before continuing, the Clerk of the Committee Jackie Lozano addressed the Committee and requested to remove Motion 3.5 from the agenda discussion. She also advised the Committee members that staff would bring this motion back to the Committee at a later date. Director Naumann accepted her request, and the motion would be removed from the agenda and amended for the meeting. All Committee members were in agreement with the amendment.

3. February 8, 2023, Board Meeting Agenda Motion Items

The Committee reviewed and discussed the following motion items for the February 8, 2023, UWCD Board of Directors meeting to formulate Committee recommendations:

3.1 California Environmental Quality Act Support for the Increased Importation of State Water Project Water – Amendment to Professional Consulting Services Agreement with Stantec Consulting, Inc. - \$286,288

Principal Environmental Scientist Randall McInvale presented this motion to the Committee (presentation attached). Director Naumann had a question about the timing of the activity. Mr. McInvale continued to explain that the work would take around six months. All the work has been identified within the data gaps which needed to be addressed with the California Department of Water Resources. This would get United Water Conservation District (United) into position in the window for the delivery of water. Upon conclusion of Mr. McInvale's presentation, Director Naumann asked when bringing this request to the Board of Directors to please mention the timing of when we are to receive the water.

Chair Maulhardt joined the meeting.

No further comments or questions were offered by the directors. No public comments or questions were offered. The Committee members were all in favor of recommending approval of motion 3.1 to the full Board.

3.2 Freeman Diversion Multiple Species Habitat Conservation Plan – Amendment to Professional Consulting Services Agreement with Stillwater Sciences - \$230,000

3.3 Freeman Diversion Multiple Species Habitat Conservation Plan – Amendment to Professional Consulting Services Agreement with Rincon Consultants - \$215,381

3.4 Freeman Diversion Multiple Species Habitat Conservation Plan – Amendment to Professional Consulting Services Agreement with ICF Jones & Stokes, Inc. - \$124,721

Mr. McInvale summarized the related motions 3.2 through 3.4 for the Committee (presentation attached). He was requesting their recommendation to the Board for approval of executing amendments of three professional consulting service agreements to support the continued development of the Freeman Diversion Multiple Species Habitat Conservation Plan and complete the submittal by the September 22, 2023, Court ordered permanent injunction and stipulation deadline.

There were no questions from the Committee. Director Naumann felt it would be best to present these as separate motions when going before the Board and to offer more background information during the summary portion. No further comments were offered by the Committee.

No public comments or questions were offered.

The Committee members were all in favor of recommending motions 3.2 to 3.4 to the full Board of Directors.

3.5 Terms for United Water Conservation District's Future Purchase of State Water from Palmdale Water District

Removed from the agenda at the request of Ms. Lozano.

4. Project Highlights (see attached slides)

4.1 Environmental Services Update

Highlighted were the department's activities on quagga mussel monitoring and control, Santa Felicia Dam (SFD) water releases, and staff's January storm response. Mr. McInvale presented staff's activities related to quagga mussel monitoring and SFD water releases. The Committee members inquired about water flow into Lake Piru, post January's storm. At the conclusion of a great discussion between the Committee and staff, Director Naumann felt it was important for staff to mention the flow releases and water being received at the lake when presenting to the Board. Also discussed were the activities surrounding quagga control and cleanup. It was suggested by Chair Maulhardt to staff that in the year's activities to think about or ask themselves do we have a line item that we can put into our rate structure to collect money for these efforts, and getting the regulators on board because it's a problem that is not going away. Concluding the previous discussion, Environmental Scientist Evan Lashly presented highlights from the January storm event. During his presentation, Mr. Lashly publicly thanked the District's O&M Saticoy staff for all the operational work taking place during the storm. Chair Maulhardt thought it was exciting to know that staff gets to see the benefits and production of the work. Mr. Lashly continued with his presentation. Chair Maulhardt requested staff to add a date to the SFD picture depicted on slide 6 of the presentation. He commented to staff how it would be nice to show images, such as drone footage, of the lake area and road so they get a sense of the magnitude of work it's going to take.

No further questions or comments were offered from the Committee were offered. No comments or questions were offered from the public.

4.2 Operations and Maintenance Department Update

Chief Operations Officer Brian Collins presented an overview of the Operations and Maintenance Department activities which included an update on the SFD storm damage, water harvesting from the Freeman Diversion, and the work pertaining to OH Delivery. Chair Maulhardt emphasized to Mr. Collins that the storm damage slides needed to be covered at the Board meeting. Due to time constraints, Director Naumann requested Mr. Collins to click through the slides and expand on the

explanation when presenting to the Board members. Director Naumann requested to see a better view of the data referenced on slide 6 of the presentation. It was suggested to Mr. Collins to add an additional slide that would be easier to read with only the well data.

A member of the public, Sam Culley, had a question for Mr. Collins regarding the harvesting of water to the spreading grounds. He'd like to know if there is a capacity constraint if you see that the grounds are full. Mr. Collins responded, "There is not." Chair Maulhardt added, looking back at the slide image of the harvesting grounds, there are a number of ponds to address the overflow. Mr. Collins mentioned, consider that the ground is soaking up the water as well. There was no additional question requested by Mr. Culley. Mr. Collins continued with his presentation.

No further questions or comments were offered by the Committee. No further public comments or questions were offered.

5. Future Agenda Items

Chair Maulhardt polled the Committee members of any agenda items they would like to see at a future Committee meeting.

Director Kimball took this moment to relay to staff that he enjoyed the short time he had on this Committee enormously. He also mentioned being on the Committee exposed him to good things and projects happening within these departments. He hopes that with all of that's going on, staff will be encouraged to think and be creative, and to brainstorm by meeting with people. Director Kimball said, "the best thing we do is create solutions and evolve solutions, so be encouraged to take the time to think sometimes, revisit things, and be innovative." He expressed, as a Director, that he supported that and really enjoyed being a part of this Engineering and Operations Committee.

Director Naumann would like more time to discuss quagga mussels.

ADJOURNMENT 10:09 a.m.

Chair Maulhardt adjourned the meeting at 10:09 a.m.

I certify that the above is a true and correct copy of the minutes of the Engineering and Operations Committee Meeting held on February 2, 2023.

ATTEST: _____
Chair Lynn E. Maulhardt

Motion 3.1

California Environmental Quality Act Support for the Increased Importation of State Water Project Water – Amendment to Professional Consulting Services Agreement with Stantec Consulting, Inc.

- Committee will consider recommending approval of the motion to the full Board to authorize the General Manager to execute an amendment to the professional consulting services agreement with Stantec
- Contract is directly related to the District's efforts to secure additional State Water Project water delivered to Lake Piru via Pyramid Lake
- Amendment amount: \$286,288



1

Motions 3.2 through 3.4

Freeman Diversion Multiple Species Habitat Conservation Plan – Amendment to Professional Consulting Services Agreement with Stillwater Sciences, ICF Jones & Stokes, and Rincon Consultants

- Committee will consider recommending approval of the motion to the full Board to authorize the General Manager to execute an amendment to the professional consulting services agreements with Stillwater, ICF, and Rincon
- Additional consultant report for the completion of the Freeman Diversion MSHCP
- Amendment amounts: \$230,000 (Stillwater), \$215,381 (Rincon), and \$124,721 (ICF)



2



ENVIRONMENTAL SERVICES DEPARTMENT MONTHLY UPDATE

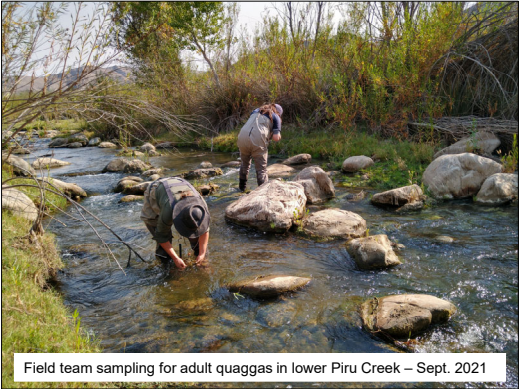
February 2, 2023




3

Department Summary Updates

- Submittal of revised Quagga Mussel Monitoring and Control Plan
 - Updates to Quagga Monitoring Program
- Santa Felicia Dam water releases
- January 9th/10th storm response



Field team sampling for adult quaggas in lower Piru Creek – Sept. 2021



Rotary screw trap transported from Piru Creek into Lake Piru – Jan. 2023

4

January Storm Updates

- Estimated 115,000 cfs at Freeman Diversion (est. 35,000 pictured)
- Numerous operational and maintenance challenges
- **No** catastrophic failures




January 10, 2023, 8:45 am, estimated ~35,000 cfs

5

Freeman Diversion

January 10, 2023, 8:45 a.m.

- Flows estimated at ~35,000 cfs



4

6

Freeman Diversion

Other Activities

- Discharge measurements
- Critical riffle measurements
- Sediment management project site remains inundated

A photograph showing two people in waders standing in a river, using a surveying instrument (tripod and level) to measure water levels or discharge. The water is turbulent and brown, indicating sediment transport.

7

Santa Felicia Project

- Debris
- Landslides
- Lost and damaged equipment and infrastructure

A wide-angle photograph of a river flowing through a valley. In the background, there are steep, green mountains. A dam is visible on the right side of the river. The water is brown and turbulent, suggesting sediment transport or debris.

8

Santa Felicia Project

- Fish passage study equipment lost
- No access to study sites
- Quagga monitoring activities suspended





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Santa Felicia Project



8

10



QUESTIONS



9

11



OPERATIONS AND MAINTENANCE
DEPARTMENT MONTHLY UPDATE

February 2, 2023





12



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14

Freeman Diversion

Water Harvest





4

15

OH Delivery

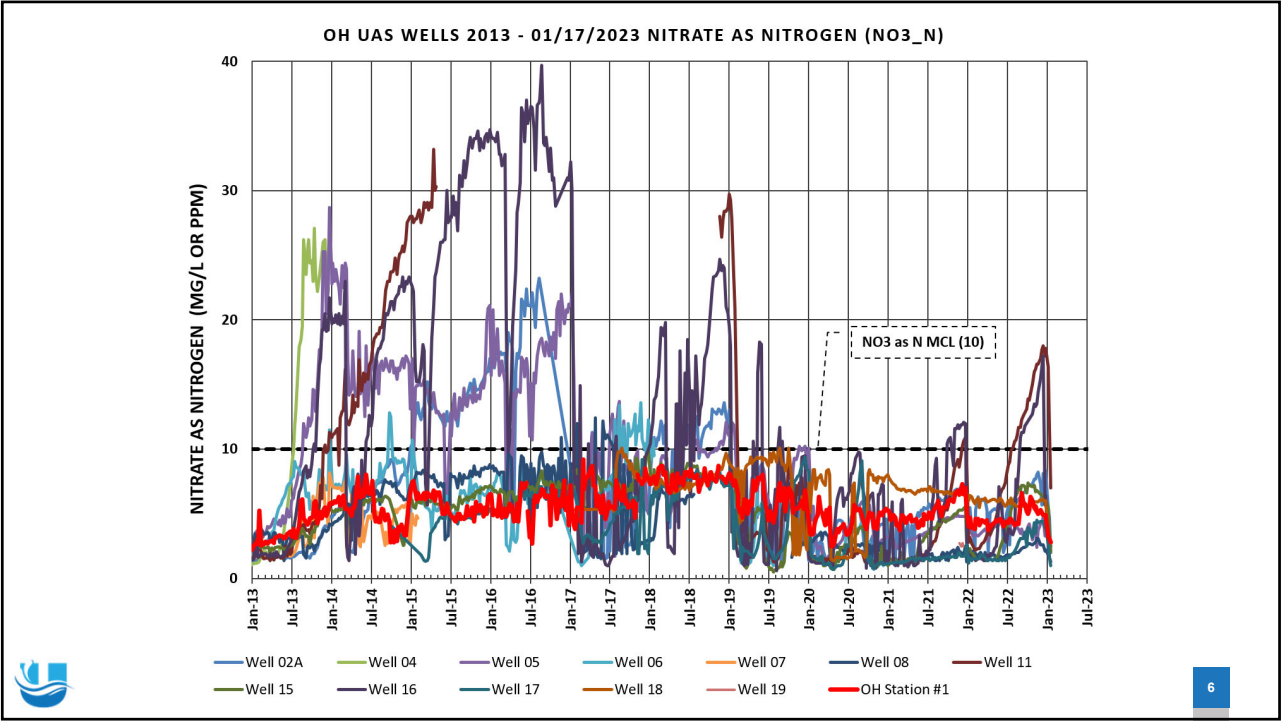
OH Well 12 Rehabilitation – El Rio Booster Plant Gas Engine #4



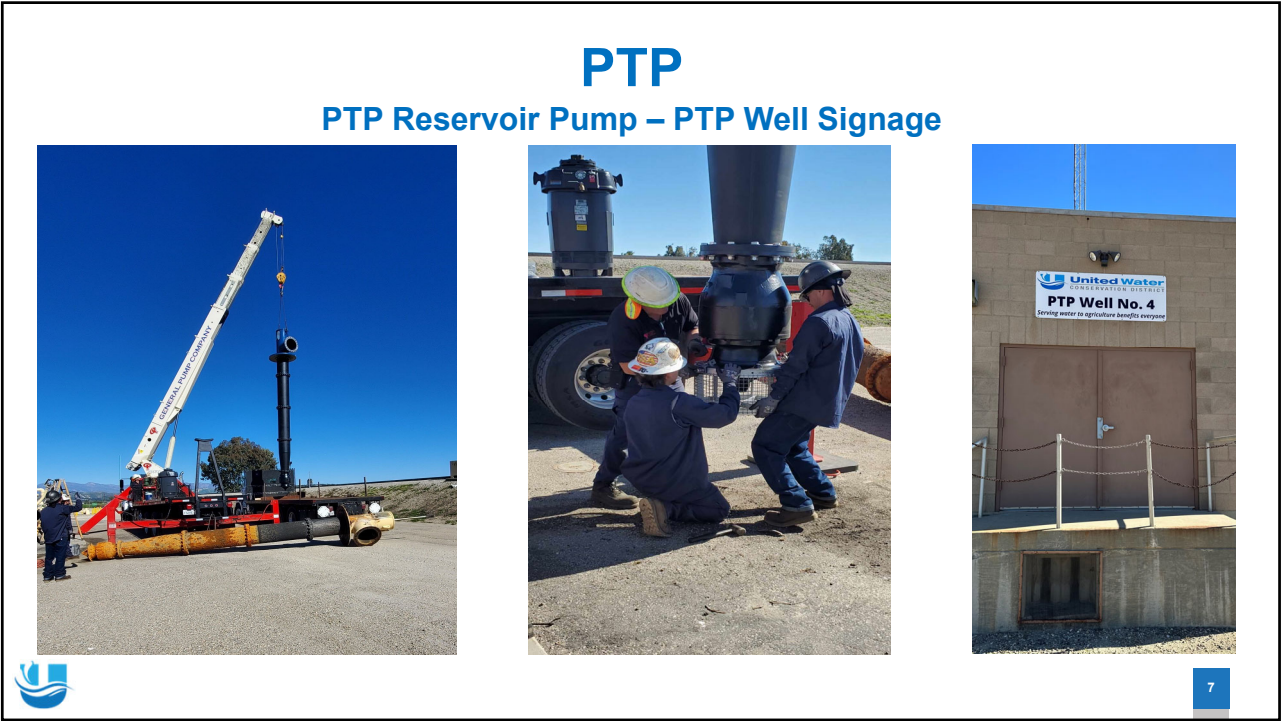


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Staff Report

To: Engineering and Operations Committee Members

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

From: Maryam Bral, Chief Engineer

Date: February 21, 2023 (March 2, 2023, Committee Meeting)

Agenda Item: 3.1 Authorize Approval of the Draft Agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to Convey Water between the Water Systems; and Authorize the General Manager to Execute the Final Agreement.
Board Motion

Staff Recommendation:

The Committee will consider recommending to the full Board approving the draft agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to convey water between the water systems; and authorize the General Manager to execute the final agreement upon District's legal counsel review and approval of the final language, should any changes be made by any of the participating agencies.

Background:

The State Water Project (SWP) water entitlements in the Ventura County are shared between United Water Conservation District (United), the City of San Buenaventura (Ventura a.k.a. City), and Casitas Municipal Water District (Casitas) as 10,000 acre-feet per year (AFY), 5000 AFY and 5000 AFY, respectively. Currently, United, Ventura and Casitas are unable to directly receive the SWP water due to the lack of infrastructure. The State Water Interconnection Project (Project) would enable delivery of SWP water by wheeling water through the Metropolitan Water District of Southern California (MWD) and Calleguas Municipal Water District (Calleguas) water systems to Ventura.

The Project would allow Ventura to deliver water to Calleguas during an outage of Calleguas' imported water supplies, enable Calleguas to deliver SWP water to Ventura during an outage of the City's water supplies, and facilitate direct delivery of the SWP water to United, and direct or in-lieu deliveries to Casitas.

The Project includes an approximately seven (7) miles of pipeline (Interconnection Pipeline) that will deliver a minimum of 13 cubic feet per second (cfs) by gravity from the City to Calleguas. The City is responsible for the design and construction of a four-mile segment of the Interconnection Pipeline and facilities originating in the easterly portion of Ventura's connection point in Henderson Road (between South Satcoy Avenue and South Wells Road) to Santa Clara

**3.1 Authorize Approval of the Draft Agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to Convey Water between the Water Systems; and Authorize the General Manager to Execute the Final Agreement.
Board Motion**

Avenue. This portion of the Interconnection (northwest of a mainline isolation valve at Santa Clara Avenue) will be owned, operated, and maintained by the City. Calleguas is responsible for the design and construction of the remaining three (3) miles of the Interconnection Pipeline from the connection at Santa Clara Avenue to the connection point at Springville Reservoir. This southeast portion of the Interconnection will be owned, operated, and maintained by Calleguas.

The Environmental Impact Report (EIR) for the Project was certified by the City on August 5, 2019. Addendum #1 to the EIR was approved by the City Council on July 12, 2021. Addendum #1 described the geotechnical investigations and geophysical field exploration conducted within the Santa Clara River riverbed to provided information for pipeline design through borings that were not completed during the final EIR. In May 2020, Ventura's City Council approved an agreement with Stantec/ HDR to develop the design of Ventura's portion of the Project. The hydraulic analysis of the Project was completed in October 2022 and the draft Preliminary Design Report completed in January 2022 was reviewed by all four agencies.

Discussion:

The draft agreement between Ventura, United, and Calleguas for construction and Operation of the interconnection pipeline to convey water between the parties' water systems has been developed after reviews of several revisions by United staff and the staff of other agencies. The previous revisions of the draft agreement included Casitas until 2022 when Casitas decided not to be a party of the agreement.

The Draft Agreement presented in this report is currently a three-party joint agency agreement, including Ventura, Calleguas and United, collectively referred to as the Parties and includes the purpose and intent of the Project, financial responsibility of each party, design, construction, ownership, operation and maintenance, operational matters, metering, water accounting and billing, water quality, and legal related matters.

Calleguas has the priority to use the Interconnection Pipeline when its imported supplies are reduced or restricted. Otherwise, the right to take delivery of water through the Interconnection Pipeline would be Ventura's, then Calleguas' that would be using the water as an emergency alternative supply to the City of Oxnard and Port Hueneme Water Agency, and lastly United's. If conditions allow the City and United could use the Interconnection Pipeline at the same time. The Draft Agreement does not guarantee water deliveries through the Interconnection Pipeline only if delivery capacity is available. There is no charge to the City or Calleguas for the use of the Interconnection but United will be charged for delivery of water through the Interconnection at a cost that will be mutually agreed on by United, the City and Calleguas. In addition to the Draft Agreement, water delivery through the Interconnection Pipeline requires several other agreements between the Parties such as written wheeling agreements with MWD.

The Interconnection Pipeline will consist of a connection to the Calleguas system, two turnouts at United's facilities for future connection(s) for United, a connection to the City's water distribution system, and a blending/monitoring/metering station within the City's system. The proposed

**3.1 Authorize Approval of the Draft Agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to Convey Water between the Water Systems; and Authorize the General Manager to Execute the Final Agreement.
Board Motion**

alignment of the Interconnection, including pipelines, meters, valves and related appurtenances is included in Exhibit A of the Draft Agreement. Based on the preliminary design report prepared by the City's consultant, the Interconnection Pipeline baseline size will be 30-inch diameter welded steel pipe for all locations except for the Santa Clara River Crossing. The crossing will be a 24-inch diameter high density polyethylene (HDPE) pipe with a dimension ratio of seven (7) (DR 7). United will provide temporary construction easements and permanent easements for portions of the Interconnection Pipeline that crosses United's property, including the Ferro and Noble basins at Vineyard Avenue. In exchange, Ventura will install, at no cost to United, up to two turnouts from the Interconnection Pipeline. One turnout will be installed in the general vicinity of Rose Avenue and the location of the second turnout, if needed, will be determined by United prior to the completion of the 90% design submittal on the portion of the Interconnection Pipeline that Ventura is responsible for constructing. The turnouts shall be flanged, up to three (3) feet long, and include a buried butterfly valve, spool, and blind flange. Once United will be designing and constructing the lateral connections from the two turnouts in the future. At such a time, the type of meters United selects to be installed would require acceptance from Ventura and Calleguas.

Ventura will install a blow off per United's selection at United's Noble basin along the Interconnection Pipeline to be able to dewater the Interconnection Pipeline from the east and from the west. The blow off installation will include two isolation valves and a meter so that water discharged through the blow off can be accounted for. A copy of the Draft Agreement is contained in Attachment A. Ventura presented the Draft Agreement to Ventura Water Commission on January 24, 2023, and Calleguas Board of Directors approved the Draft Agreement on February 1, 2023.

This Project meets the strategic objective A.2 (Maximize and expand State Water Project import opportunities) of Goal A- Water Supply-Ensure Long-Term Water Supply for all users, and the strategic objective B.2 (Develop and implement new infrastructure projects that maintain and improve water supply) of Goal B – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

United is not paying for design or construction of the State Water Interconnection Project. Therefore, there is no financial impact to United. United would pay a wheeling fee to City/Casitas/Calleguas for use of the SWP Interconnection Pipeline upon request and when the water is available and can be delivered.

Attachment:

- A. Draft Agreement between the City of San Buenaventura, United Water Conservation District, and Calleguas Municipal Water District for Construction and Operation of an Interconnection to Convey Water between the Water Systems; and Authorize the General Manager to Execute the Final Agreement.

AGREEMENT BETWEEN THE CITY OF SAN BUENAVENTURA, UNITED WATER CONSERVATION DISTRICT, AND CALLEGUAS MUNICIPAL WATER DISTRICT FOR CONSTRUCTION AND OPERATION OF AN INTERCONNECTION TO CONVEY WATER BETWEEN THEIR WATER SYSTEMS

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of San Buenaventura, a California Charter Law Municipal Corporation (“City”); United Water Conservation District, organized pursuant to Division 21 of the California Water Code (“United”); and Calleguas Municipal Water District, organized under the Municipal Water District Act of 1911 (“Calleguas”). The City, United, and Calleguas shall hereinafter be referred to individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties deliver water to their respective service areas; and

WHEREAS, the Parties’ water systems are subject to scheduled and unscheduled interruptions of water deliveries that can negatively impact the Parties’ ability to deliver water to their respective customers; and

WHEREAS, the Parties have determined that an interconnection (“Interconnection”) between the water systems of Calleguas, the City, and United would be of mutual benefit and improve system reliability; and

WHEREAS, the City and United collectively share a portion of the cost of the Ventura County Watershed Protection District State Water Project Contract and as such have the right to receive delivery of State Water Project (“SWP”) water and wish to convey that water through the Interconnection; and

WHEREAS, the Parties will enter into separate agreements to wheel the City’s and United’s SWP water to the easternmost terminus of the Interconnection (the “Wheeling Agreements”); and

WHEREAS, the Environmental Impact Report for the Interconnection was certified by the City on August 5, 2019.

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and agreements set forth herein, the Parties agree as follows:

1. PURPOSE AND INTENT

1.1. The Interconnection will benefit each Party as follows:

1.1.1. The City will be able to take delivery of any water to which it is entitled by law when such water is available and able to be delivered. The City will also be able to take delivery of water from Calleguas during an outage of the City's water supplies and return that water to Calleguas following the outage.

1.1.2. Calleguas will be able to take delivery of water from the City during an outage of Calleguas' water supplies and return that water to the City following the outage.

1.1.3. United will be able to take delivery of any water to which United is entitled by law when such water is available and able to be delivered.

1.2. The Parties acknowledge and agree that the Interconnection is not intended as a dedication or commitment of the water supply of any Party to service another Party, but is intended to provide a mechanism for transporting potable water under the certain circumstances as provided herein. The Parties further acknowledge and agree that such transportation of water in accordance with this Agreement will also be subject to separate written wheeling agreements entered into by and between the Parties, as also referenced in the Recitals.

1.3. The Interconnection will include pipelines, meters, valves, and related appurtenances and facilities as generally depicted in Exhibit A. The Preliminary Design Report, prepared during project design by the City's design consultant, includes a hydraulic analysis that has been reviewed and shared among all parties. The analysis determined the baseline pipeline size, defined as the size of the pipeline required to deliver a minimum of 13 cubic feet per second, by gravity, from the City to Calleguas assuming minimum hydraulic grade differentials. The analysis also included an evaluation of pipeline materials. Based on this analysis the interconnection pipeline size and material will be 30-inch diameter welded steel pipe for all locations except for the Santa Clara River Crossing. The size and material of the Santa Clara River Crossing will be 24-inch diameter high density polyethylene (HDPE) pipe with a dimension ratio of 7 (DR7). Any Party requesting to increase the pipe beyond the baseline size shall do so in accordance with Section 2.3.

- 1.4 This Agreement sets forth the terms by which the Parties will cooperate in the financing, design, construction, operation, and maintenance of the Interconnection.

2. FINANCIAL RESPONSIBILITY

- 2.1. The City will pay for all costs associated with design, permitting, right-of-way acquisition, project management, construction, operation, and maintenance of the Interconnection northwest of a mainline isolation valve where the Interconnection crosses Santa Clara Avenue, with the following exceptions:

- 2.1.1. Calleguas will reimburse the City for fifty percent (50%) of the cost of designing and building a flow control and metering facility located within the City (“the Calleguas/City flow control and metering facility”). In order to simplify recordkeeping, Calleguas and the City agree that design, construction management, right-of-way, permitting, and contractor mobilization costs are approximately forty percent (40%) of construction costs. The City will separate the flow control and metering facility into an individual bid item in its bid documents and will invoice Calleguas for fifty percent (50%) of that bid item, plus any change orders authorized during construction, multiplied by 1.4. The City will invoice Calleguas on a quarterly basis for costs incurred during the previous quarter and shall include copies of the contractor’s bid proposal, cost breakdown, and invoices as back-up. If Calleguas objects to all or any portion of the invoice, Calleguas will notify the City, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. If the City submits an invoice within the first five (5) calendar days of the month, Calleguas will pay undisputed invoices within thirty (30) days of receipt, otherwise, the District will pay undisputed invoices within sixty (60) days of receipt. Calleguas will pay portions of resolved disputed items within these same timeframes.

- 2.1.2. United will provide, at no cost to the City, temporary construction easements and permanent pipeline easements for portions of the Interconnection that cross United’s property. In exchange, the Parties will do the following:

- 2.1.2.1. The City will install, at no cost to United, up to two outlets from the Interconnection. One outlet will be installed in the general vicinity of Rose Avenue and the location of the second one, if needed, will be determined by United prior to the completion of the 90% design submittal on the portion of the

Interconnection the City is responsible for constructing. The outlets shall be flanged, up to three (3) feet long, and include a buried butterfly valve, spool, and blind flange.

2.1.2.2. The City will install a blow off outlet to connect to United's Noble Groundwater Spreading Basin, associated energy dissipation structure, and mainline isolation valve on either side of the blow off so that the Interconnection pipeline can be dewatered from the east and from the west. The blow off installation will include a meter so that water discharged through the blow off can be accounted for.

2.1.2.3. When the City and/or Calleguas need to operate the blow off, they will discharge the water into United's spreading basin, in accordance with Section 7.5, at no cost to United.

2.2. Calleguas will pay for all costs associated with design, permitting, right-of-way acquisition, project management, construction, operation, and maintenance of the Interconnection southeast of and including a mainline isolation valve where the Interconnection crosses Santa Clara Avenue.

2.3. If the Interconnection pipeline is upsized beyond the baseline pipeline size identified in Section 1.3, then the Party requesting the increased capacity shall pay the resulting increase in all additional associated design, environmental review (if required), and construction costs, including those for the pipeline, isolation valves and associated vaults and other facilities, flow control and metering facility, and any other facilities that increase in size. The requesting party will be entitled to the additional capacity created by the upsizing.

3. DESIGN, CONSTRUCTION, OWNERSHIP, OPERATION, AND MAINTENANCE

3.1. The City will design, acquire permits and rights-of-way for, build, own, operate, and maintain the Interconnection northwest of a mainline isolation valve where the Interconnection crosses Santa Clara Avenue, the outlets for United and associated isolation valves, the blow-off facility, and the appurtenances associated with these facilities, with the exception described in Section 3.3.

3.2. Calleguas will design, acquire permits and rights-of-way for, build, own, operate, and maintain the Interconnection southeast of and including a mainline isolation valve where the Interconnection crosses Santa Clara Avenue.

- 3.3. Calleguas will own, operate, and maintain the portions of the Calleguas/City flow control and metering facility that involve delivery of water to the City.
- 3.3.1. Exact delineation of ownership shall be determined upon completion of final design and shall be documented by a separate agreement signed by Calleguas' General Manager and the City's City Manager.
- 3.3.2. The City will grant Calleguas a separate right of entry agreement for Calleguas to maintain the facilities owned by Calleguas. For said entry, Calleguas shall procure and maintain for the term of this Agreement, at Calleguas' expense, commercial general liability insurance, including bodily injury and property damage, of not less than one million dollars (\$1,000,000) per occurrence, with an aggregate coverage of two million dollars (\$2,000,000). Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the use by or on behalf of Calleguas and shall name City as additional insured. Calleguas shall provide a certificate of said insurance to City concurrently upon Calleguas' execution of this Agreement, and said certificate of insurance or endorsement must name City as additional insured.
- 3.3.3. The City will design and build Calleguas' portion of the flow control and metering facility generally following Calleguas' standard plans and specifications for flow control and meter stations. The City shall provide Calleguas with an opportunity to review project plans and specifications at each phase of the design process, including preliminary design, 60%, 90%, and 100%, and shall incorporate Calleguas' comments into the design.
- 3.3.4. The City will allow Calleguas to perform construction inspection of Calleguas' portion of the flow control and metering facility and shall allow Calleguas to direct the contractor through the City's construction manager as necessary to assure that the facility is built according to the project plans and specifications.
- 3.3.5. The City's contractor will install an instrumentation cabinet to be provided by Calleguas, terminate instrumentation and control systems at locations in the cabinet to be designated by Calleguas, and cooperate with Calleguas and its agents in startup and testing of the instrumentation systems.

4. OPERATIONAL MATTERS

4.1 Availability of Water

Each Party will provide water to the other Party or Parties through the Interconnection when its flow and pressure conditions allow and its customers are able to receive all of the water they need. There will be no guarantee of any particular flows under any circumstances, but if delivery capacity is available, each Party will make its best efforts to provide water to the other as and when requested to do so.

4.2. Priority of Right to Use the Interconnection

4.2.1. When Calleguas' imported supplies are curtailed for planned or unplanned outages, Calleguas shall have the first right to take delivery of water through the Interconnection. Such curtailment could be the result of outages of infrastructure delivering water to Calleguas or infrastructure within the Calleguas transmission system.

4.2.2. When Calleguas' imported supplies are not curtailed, the right to take delivery through the Interconnection shall be prioritized as follows:

1st priority: The City.

2nd priority: Calleguas at requested flows to serve as an emergency alternative supply to the City of Oxnard ("Oxnard") and Port Hueneme Water Agency ("PHWA") if Calleguas cannot deliver water through Oxnard's existing pipeline and adequate supply is not available from United through the Oxnard-Hueneme System. Emergency delivery to Oxnard and PHWA from the Interconnection would be pursuant to California Environmental Quality Act approvals and construction of additional facilities to accommodate such delivery.

3rd priority: United.

Upsizing: If the Interconnection has been upsized beyond the baseline pipeline size stated in Section 1.3, the right to the additional capacity will belong to the Party that requested and financed the upsizing.

4.3. Scheduling Use of Interconnection

- 4.3.1. If any Party wishes to take delivery of water through the Interconnection, it shall so notify the other Parties in writing (e-mail is acceptable) delivered to a designated employee for each of the respective Parties. The notification shall be given at least thirty (30) days in advance of the desired water delivery, except in case of emergencies or outages for which the requesting Party does not have at least thirty (30) days' advance notice, in which case it shall notify the other Parties as early as possible. The notification will specify the desired flow rate, start date and time, and anticipated duration of the delivery. The Party that will be providing water in accordance with a notification shall evaluate the request and respond to the other Parties within seven (7) days whether the request can be accommodated, and as early as possible in case of emergencies or outages of less than thirty (30) days' advance notice.
- 4.3.2. If more than one Party wishes to take delivery of water through the interconnection at one time, priority will be given as set forth in Section 4.2. Depending on the desired flow rate and the capacity of the Interconnection, the City and United could use the Interconnection at the same time.

4.4. Operation of Valves

- 4.4.1. The following isolation valves will be controlled manually: valves that isolate the pipelines connecting upstream and downstream of Calleguas' Springville Hydroelectric Generating Station, the mainline valve at Santa Clara Avenue, the two mainline valves at the blow-off to United's spreading basin, valves on each side of the Santa Clara River crossing, valves on laterals for air and vacuum relief valves and blow-offs, and other in-line isolation valves installed by the owning Party to accommodate maintenance/repairs. At the Calleguas/City flow control and metering facility, there will be both isolation valves operated manually and control valves operated by hydraulics and/or Programmable Logic Controllers.
- 4.4.2. Calleguas and the City will both have the ability to observe flow, pressure, and valve status through their SCADA systems. The Party that is delivering water will have control of the flow control and metering facility, and will operate it to protect its system while accommodating the request for a specific flow or pressure from the Party receiving water. United will be given access to obtain flow, pressure, and valve status at the two United outlets.

4.4.3. Each Party shall only operate the valves that it owns, except that Calleguas may also operate the valves at the blow-off station to United's spreading grounds that are needed to dewater the Calleguas-owned portion of the Interconnection and Calleguas may operate the valves at the Calleguas/City flow control and metering facility in order to calibrate the flow meter.

4.5. Delivery of water between Calleguas and the City to accommodate outages

4.5.1. For the purposes of this Section 4.5, "Party" refers to either the City or Calleguas, not United. The "Requesting Party" is the Party asking to receive delivery of water to accommodate an outage. The "Providing Party" is the Party providing water to the Requesting Party during that outage.

4.5.2. Each Party will provide water to the other Party through the Interconnection under the following circumstances:

4.5.2.1. When the Requesting Party experiences a planned or unplanned outage of infrastructure between its source(s) of supply and its customers who can receive water delivered through the Interconnection, and

4.5.2.2. When the Providing Party's flow and pressure conditions allow and its customers are able to receive all of the water they need, as determined at the sole discretion of the Providing Party.

4.5.3. There will be no guarantee of any particular flows under any circumstances, but if supply and delivery capacity is available, the Providing Party will make its best efforts to provide water to the Requesting Party as and when requested to do so.

4.5.4. The Requesting Party will make a request for receipt of water through the Interconnection in writing (e-mail is acceptable) delivered to a designated employee at the Providing Party. The written request shall include the requested flow rate, desired start time, and estimated duration of the delivery. The Providing Party will confirm in writing (e-mail is acceptable) delivered to the Requesting Party the estimated availability of the requested flow. In an emergency, the request and response may be communicated by phone and followed up by e-mail.

- 4.5.5. As soon as possible following the outage and within a one-year period, the Requesting Party shall return to the Providing Party the same quantity of water delivered by the Providing Party during the outage ("Return Water"). The one-year return period may be waived at the sole discretion of the Providing Party. The timing and flow rate for delivering Return Water shall be subject to the ability of the Providing Party to receive it. In the case where the City is the Requesting Party, the City may, at its option, provide delivery of Return Water either through the Interconnection from City's sources or from City's State Water Project supply wheeled through Metropolitan.
- 4.5.6. In addition to return of the water as set forth in Section 4.5.5, the Requesting Party will pay the Providing Party \$300 per acre-foot (subject to adjustments provided herein) for all water delivered from the Providing Party to the Requesting Party pursuant to this Section 4.5. On January 1st each year during the term of this Agreement, the per acre-foot cost shall be increased by a percentage equal to the percentage increase over the prior 12-month period in the Consumer Price Index ("CPI") for All Urban Consumers published by the Bureau of Labor Statistics of the U.S. Department of Labor for the urban area in closest proximity to Ventura, California.
- 4.5.7. Deliveries under this Section are not to be used to meet demands during long term outages due to drought and are limited to a total of 10,000 acre-feet owed by the Requesting Party to the Providing Party as Return Water at any point in time.

5. METERING

- 5.1. The mainline meter for the Interconnection shall be a bi-directional meter of a type to be mutually agreed upon by the Calleguas and the City. It shall be located at the Calleguas/City flow control and metering facility.
- 5.2. The City shall install a meter, of a type acceptable to both the City and Calleguas, on the blow-off outlet connecting to United's spreading basin.
- 5.3. At such time as United installs lateral connections from the outlets installed by the City, United shall install meters of a type acceptable to the City and Calleguas.
- 5.4. Calleguas shall calibrate and test all metering components a minimum of once annually to confirm accuracy of plus or minus two percent ($\pm 2.0\%$) in one direction for one-way meters and in both directions for two-way meters.

- 5.4.1. For the purposes of this Section 5.4, Active Parties are defined as Parties that have delivered or received water through the meter to be calibrated during the previous twelve (12) months.
- 5.4.2. Calleguas shall notify the Active Parties at least one (1) week in advance of the calibration and testing so that they may witness the procedure, if desired. Calleguas will provide a copy of the calibration sheet to the Active Parties either by e-mail or by posting it on the Calleguas purveyor website and providing a login and password. In the event that the test discloses an error exceeding plus or minus two percent ($\pm 2.0\%$), an adjustment shall be made in metered charges to the affected Party or Parties, covering the known or estimated extent and period of duration of such error up to a twelve (12)-month period.
- 5.4.3. For verification purposes, any Party may independently calibrate any of the meters through which it has delivered or received water during the previous twelve (12) months, but shall notify the Active Parties at least one (1) week in advance so that they may witness the verification calibration, if desired.

6. WATER ACCOUNTING AND BILLING

- 6.1. Calleguas shall read the water meters (two totalizer reads on the bidirectional mainline meter at the Calleguas/City flow control and metering facility and one totalizer read on each lateral installed by United) on the nearest working day to the last calendar day of each month that the Interconnection was in operation. The meter reads may be done manually in the field or remotely through a SCADA system. Calleguas shall provide the meter reads to the City and United, if applicable, no later than the 10th of the month.
- 6.2. There shall be no charge to the City or Calleguas for use of the Interconnection. The City and Calleguas (the "Delivering Agencies") shall charge United for delivery of water at a cost to be mutually agreed upon by United and the Delivering Agencies.
- 6.3. During any month that Calleguas or the City delivers water to the other to accommodate an outage, they shall pay for that water at the rates calculated in the manner set forth in Section 4.5.6.
- 6.4. The Party who is owed money for water delivered during any month shall send an invoice to the Party owing money within thirty (30) days of the end of the month.

If the owing party objects to all or any portion of the invoice, the owing party will notify the party owed, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The owing party will pay undisputed invoices and resolved disputed items within sixty (60) days of receipt and unpaid amounts after sixty (60) days shall accrue interest at a rate of 1% per month.

7. WATER QUALITY

- 7.1. The Parties agree that all water delivered into the Interconnection pursuant to this Agreement shall comply with all primary drinking water quality standards under State Water Resources Control Board Division of Drinking Water (SWRCB DDW) and all other applicable state, federal, or local requirements, with the exception of secondary standards for total dissolved solids, specific conductance, and sulfate. Such water will also contain chloramines at a 5:1 ratio of chlorine to ammonia and at a total chloramine residual of no less than 1.5 mg/L.
- 7.2. Calleguas and the City will provide to each other, and to United, if United received water, all necessary information to demonstrate compliance with drinking water quality regulations.
- 7.3. Any Party delivering water into the Interconnection during a calendar year shall provide to all Parties that received water from the Interconnection during that calendar year the results of all water quality analyses required by the SWRCB DDW for the annual Consumer Confidence Report by March 1 of the following calendar year.
- 7.4. The Providing Party shall immediately notify the Receiving Party of any violation of SWRCB DDW or other drinking water quality requirements that affects the quality of water being delivered through the Interconnection.
- 7.5. Each Party will amend its permit with the SWRCB DDW as needed to account for receiving water through the Interconnection.
- 7.6. When the Interconnection is brought into service after a period of disuse, Calleguas and the City will flush the Interconnection and take samples of water from the Interconnection in order to confirm that the water quality is suitable for potable use. If samples show unsuitable water quality characteristics, a repeat sample shall be collected to verify the initial results and if they are similar, then the Interconnection will be further flushed and/or disinfected as appropriate. A detailed operation plan will be developed during project design regarding minimum acceptable constituent levels in water received via the Interconnection, contingency plans, and flushing procedures for disposal of water that is unsuitable

for potable use. The operation plan will be prepared by the City's design consultant, and reviewed and shared among all Parties. Water quality data of the water to be flushed must be submitted to United for review before the line is discharged to United's spreading basin. These activities will be done in accordance with all applicable state and federal regulations for disinfection and testing of potable water mains being placed into service and all discharge requirements set forth by the Statewide National Pollutant Discharge Elimination System (NPDES) Permit for Drinking Water System Discharges to Waters of the United States.

7.6.1. Calleguas will be responsible for these activities east of the flushing blow-offs at the United spreading basin and the City will be responsible for these activities west of the flushing blow-offs at the United spreading basin.

7.6.2. If the Interconnection is being brought into service for use by the City or Calleguas, each of these two Parties will be responsible for providing water for flushing of the section of pipeline for which it is responsible per Section 7.5.1. The Party who requested service will pay the other Party for all costs associated with flushing, sampling, or disinfecting the Interconnection for their use.

7.6.3. If the Interconnection is being brought into service for use by the City and United, the City will pay for all costs associated with flushing, sampling, or disinfecting the Interconnection west of the flushing blow-offs, and United will pay Calleguas for all costs east of the flushing blow-off.

7.6.4. If the Interconnection is being brought into service for use by United only, United will pay Calleguas for all costs associated with flushing, sampling, or disinfecting the Interconnection east of the flushing blow-off.

8. NO WARRANTY

Subject to each Party's obligation to comply with applicable law as provided herein, no Party represents nor warrants the quality, quantity, or flow rate of any water available at any time through the Interconnection. The Party receiving water shall be responsible for verifying, to its satisfaction, the quality of water entering its system and ensuring that the integration of such water with its system does not cause any water quality issues. If a Party becomes aware that the quality of the water provided by such Party fails to comply with the SWRCB DDW primary or secondary maximum contaminant levels (other than those listed in Section 7.1), it shall immediately notify the other Parties.

9. INDEMNITY

- 9.1. Subject to the limitations of liability in Sections 9.2, 9.3, and 9.4, each Party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless each of the other Parties, its directors, officers, shareholders, employees, and agents, from and against any and all liability, loss, damage, claims, demands, costs, and expenses (including reasonable attorneys’ fees), arising out of or related to:
 - 9.1.1. The negligent acts, errors, or omissions of the Indemnifying Party, or its owners, officers, directors, employees, agents, and/or contractors, in connection with the performance or failure to perform its obligations under this Agreement.
 - 9.1.2. Recklessness or willful misconduct of the Indemnifying Party, or its owners, officers, directors, employees, agents, and/or contractors, in connection with the performance or failure to perform its obligations under this Agreement.
 - 9.1.3. Breach by the Indemnifying Party of any of its covenants, agreements, or obligations under this Agreement, including, without limitation, non-compliance by the Indemnifying Party with any governmental approval or applicable law in connection with its obligations under this Agreement.
- 9.2. With respect to water delivered from one Party (“Supplying Party”) to another Party (“Receiving Party”), the following shall apply.
 - 9.2.1. Neither the Supplying Party nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water supplied or delivered by the Supplying Party to the Receiving Party after such water has been delivered to the Receiving Party; nor for claim of damage of any nature whatsoever, including, but not limited to, consequential damages, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond the point of such delivery; and the Receiving Party shall indemnify and hold harmless the Supplying Party and its officers, agents, and employees from any such damages or claims of damages.
 - 9.2.2. Neither the Receiving Party nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water prior to such water being delivered to the Receiving

Party; nor for claim of damage of any nature whatsoever, including, but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water prior to its delivery to the Receiving Party; and the Supplying Party shall indemnify and hold harmless the Receiving Party and its officers, agents, and employees from any such damages or claims of damages.

9.3. Notwithstanding the foregoing, this obligation to indemnify shall not apply to any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this Agreement or any interruption or suspension of water delivery to another Party pursuant to this Agreement. No Party shall be responsible or liable to another Party, or to any other person or entity, for any loss, liability, damage, claim, or other consequences resulting from any failure to provide water pursuant to this Agreement or any interruption or suspension of water delivery to another Party pursuant to this Agreement. Each Party is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

9.4. Any assertion of negligence, breach, or violation of law by the Party to be indemnified hereunder (the “Indemnified Party”) shall not relieve the Indemnifying Party from its obligations under this Section 9. However, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party for that portion of any claim determined by the trier of fact to have been caused by the negligence or willful misconduct of the Indemnified Party.

10. COMPLIANCE WITH LAWS

Each Party is responsible for obtaining and maintaining all required permits and complying with all applicable laws, rules, and regulations relating to the construction, maintenance, repair, ownership, and operation of the Interconnection facilities for which that Party is responsible as set forth in this Agreement.

11. PROTECTION OF FACILITIES

If any occurrence or condition during operation, maintenance, or repair of the Interconnection threatens, in the reasonable judgment of a Party (the “Affected Party”), the integrity or operational capacity of the Affected Party’s facilities, based on industry standards, the Affected Party may suspend operation, maintenance, or repair of the Interconnection or take such other action as the Affected Party deems reasonably

necessary to protect its facilities. The Affected Party shall give as much notice as reasonably possible to the other Parties of the action taken or proposed to be taken.

12. MAINTENANCE OF RECORDS

Each Party shall maintain complete and accurate records of its operation, maintenance, repair, and use of the Interconnection. Such records shall be made available to the other Parties upon reasonable request and as may otherwise be required by applicable law.

13. ENTIRE AGREEMENT

This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, regarding its subject matter, and contains the entire agreement between the Parties relating thereto.

14. NO INDUCEMENT

Each Party acknowledges to the other that no one (including, without limitation, any Party, or any agent or attorney of any Party) has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation, or warranty not contained herein.

15. 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 herein shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

16. MODIFICATION ONLY IN WRITING

This Agreement may only be changed by written amendment signed by all Parties. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

17. NOTIFICATION

Unless and until changed by notification given in accordance with this Section 17, any notice, demand, or request to be given under or pursuant to this Agreement shall be

given in writing at the physical addresses set forth below by personal service; overnight courier; or registered or certified, first class mail, return receipt requested:

If to the City:	City of San Buenaventura Ventura Water Department 336 Sanjon Road Ventura, CA 93001 Attn: General Manager
If to Calleguas:	Calleguas Municipal Water District 2100 Olsen Road Thousand Oaks, CA 91360 Attn: General Manager
If to United:	United Water Conservation District 1701 N. Lombard Street, Suite 200 Oxnard, CA 93030 Attn: General Manager

Notification shall also be provided via e-mail to the current e-mail address of the appropriate General Manager. Each Party is responsible for keeping the other Parties apprised of any change to such Party's contact information. Any change in e-mail address shall only be effective upon delivery of notice to the other Party as provided in this Section 17.

18. DISPUTE RESOLUTION

The Parties agree to use their best efforts to prevent and resolve disputes by good faith cooperation and negotiation. In the event that any dispute arises among two or more Parties relating to this Agreement or the rights and obligations arising from this Agreement, the aggrieved Party or Parties shall provide written notice to the other Parties of the dispute. The Parties involved in the dispute shall attempt in good faith to resolve the dispute through informal means within ninety (90) days after provision of such written notice. If the Parties cannot agree upon a resolution of the dispute within ninety (90) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action. The Parties involved in the dispute shall select a neutral third-party mediator with appropriate expertise to mediate the dispute. The mediation shall be no less than a full day, unless agreed otherwise among the Parties involved in the dispute, and the cost of mediation shall be paid in equal proportion among the Parties involved in the dispute. Upon completion of mediation, if the dispute has not been resolved, any Party may exercise all rights to bring a legal action relating to the dispute.

19. TERM

This Agreement shall commence on the date the last Party signs the Agreement (the "Effective Date"), and shall continue for forty (40) years from the Effective Date unless terminated as set forth in Section 20 or extended by mutual written consent of all Parties.

20. TERMINATION

20.1. This Agreement may only be terminated by mutual written consent of all Parties.

20.2. Before the Agreement may be terminated, Calleguas and the City shall pay back all water owed under the Agreement. This may be accomplished by delivering water through the Interconnection and/or exchanging like quantities of water as set forth in Section 4.5.5.

20.3. Upon termination of this Agreement for any reason, all amounts due and owing by a Party to another Party shall be paid in full within thirty (30) days of the termination date, and all other rights and obligations of the Parties shall terminate, except the provisions of Sections 9 (Indemnity), 17 (Notification), 20 (Termination), and 23 (California Law and Venue) shall survive termination of this Agreement for any reason.

21. REPRESENTATION BY COUNSEL

Each Party acknowledges that it has been represented by legal counsel of its choice throughout the negotiations which preceded the execution of this Agreement and that it has executed this Agreement with the consent and on the advice of such legal counsel. Each Party further acknowledges that it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

22. JOINT DRAFTING

This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

23. CALIFORNIA LAW AND VENUE

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action, claim, dispute or proceeding arising from or related to this Agreement shall be in the Superior Court of California, County of Ventura.

24. SIGNING AUTHORITY

Each person executing this Agreement on behalf of a Party warrants and represents to the other Parties that he or she is duly authorized to execute this Agreement on behalf of such Party and has the authority to bind their Party to the performance of its obligations hereunder.

25. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other Parties hereto are in the physical possession of the Party or Parties seeking enforcement thereof.

26. NO THIRD-PARTY RIGHTS OR ASSIGNMENTS

This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns. No other person or entity may have or acquire any right by virtue of this Agreement. Any attempt by a Party to assign the benefits or burdens of this Agreement without the prior written approval of the other Parties shall be prohibited and shall be null and void.

27. AUTHORITY

Each Party represents and warrants to the others it is entering into this Agreement freely and voluntarily, and that the execution and performance of this Agreement (i) are within its powers, (ii) have been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect, and (iii) binds said Party and its respective officers, directors, agents, employees, successors, and assigns.

28. FURTHER ACTIONS

Each Party agrees to cooperate to carry out the spirit and intent of this Agreement, and shall execute and deliver such additional documents, instruments, and other materials as may be reasonably requested by the other Party. This includes, but is not limited to, any additional wheeling agreements to effectuate the purposes of this Agreement.

29. INCORPORATION OF RECITALS

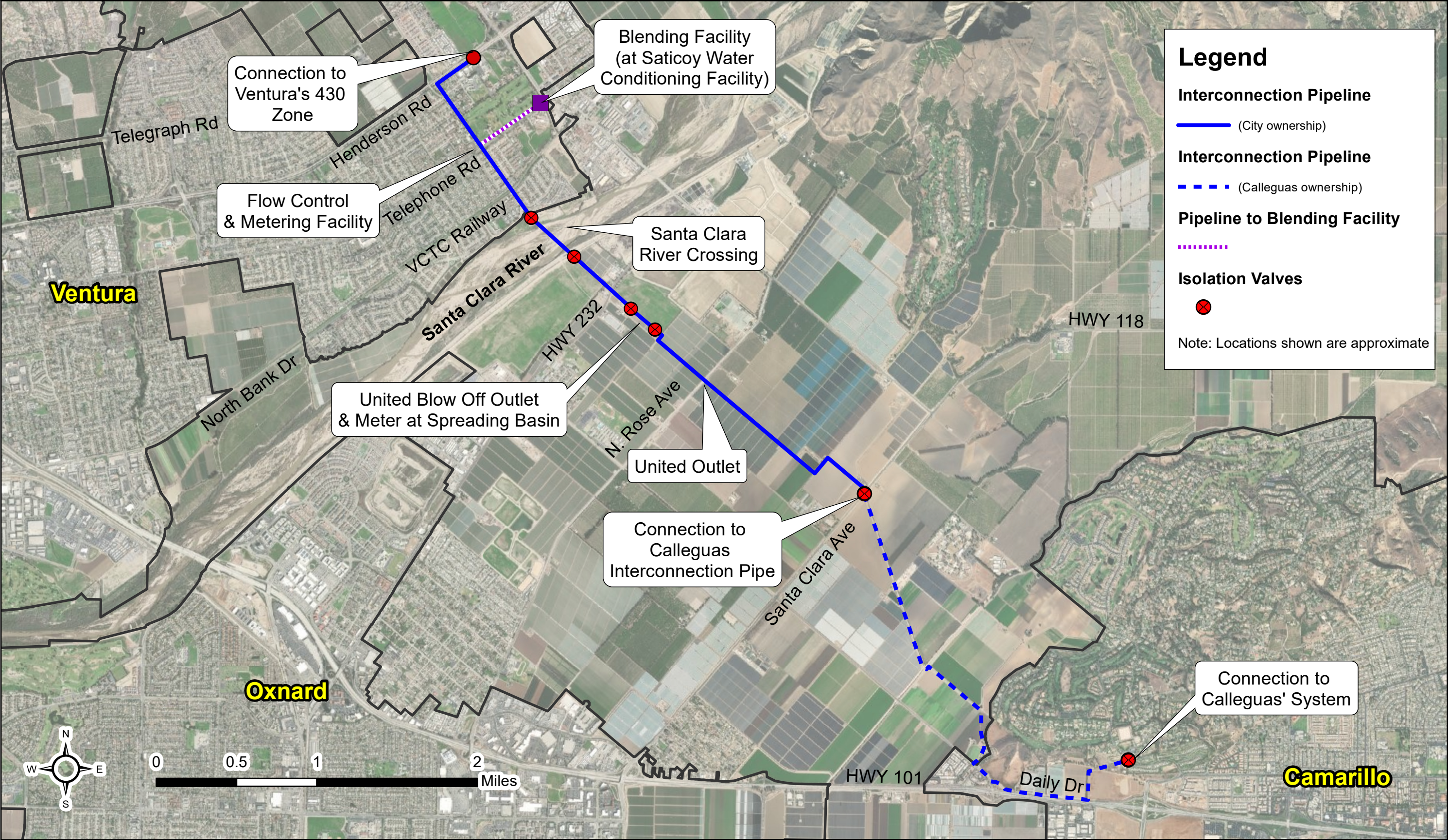
The foregoing recitals are incorporated herein as though fully set forth.

30. HEADINGS

Section headings in this Agreement are for reference purposes only and shall not be considered in interpreting this Agreement.

[Signatures follow.]

Project Map



Date: 1/5/2023

State Water Interconnection Pipeline

Exhibit A

Staff Report

To: Engineering and Operations Committee Members

Through: Mauricio E. Guardado Jr., General Manager

From: Dr. Maryam A. Bral, Chief Engineer
Craig Morgan, Engineering Manager

Date: February 21, 2023 (March 2, 2023, Committee meeting)

Agenda Item: **3.2 Contract Amendment to the Engineering Design Support Contract with Stantec Consulting Services, Inc. for the Vertical Slot Fish Passage Alternative**
Board Motion

Staff Recommendation:

The Committee will consider recommending to the full Board approval of the motion authorizing the General Manager to execute an amendment to the professional consulting services agreement with Stantec Consulting Services, Inc. (Stantec) in the amount of \$91,756 to provide continued engineering design support of the Vertical Slot as a Freeman Diversion Fish Passage Facility alternative.

Discussion:

Agency comment letters and e-mails on the physical modeling of the vertical slot and slow swimming passage alternatives presented by Stantec have led to additional engineering design and support. Physical model stress and operational testing provided additional data that led to additional engineering support and CFD modeling. To comply with court ordered deadlines, Stantec dedicated additional staff to this project to ensure the completion of the 100% Hydraulic Design(DDR) which address agency comments received in December and January.

Staff recommends the Board authorize the General Manager to execute an amendment to the contract with Stantec to provide engineering services and support of the Vertical Slot as an alternative Fish Passage Facility at the Freeman Diversion.

Fiscal Impact:

The physical modeling support, hydraulic design, and analysis of the Freeman Diversion Fish Passage Facility is included in the Fiscal Year 2022-23 Budget (421-400-81020 Project 8001), and sufficient funds are available to provide for the not to exceed amount of \$91,756. The total contract amount is \$332,606.

Attachment:

Attachment A – Amendment No. 1

AMENDMENT No. 1
TO THE PROFESSIONAL CONSULTINGS SERVICES AGREEMENT

The Professional Consulting Services Agreement (hereinafter referred to as “Agreement”), made effective October 25, 2022, by and between United Water Conservation District (hereinafter "United"), and Stantec Consulting Services, Inc. (hereinafter referred to a “Consultant”), for the purpose of providing professional design consultation services in connection with the Vertical Slot Fish Passage Alternative, is here by amended as follows:

Agreement

On October 25, 2022, United Water Conservation District entered into an agreement with Stantec Consulting Services, Inc. to obtain professional design consultation services provided in connection with the Vertical Slot Fish Passage Alternative.

Scope of Work

This amendment dated March __, 2023, provides for additional engineering services to support the Vertical Slot Fish Passage Alternative. The justification for the additional work is listed in more detail in the attached proposal.

Contract Term

This amendment does not add time to the contract term and the contract expiration date remains May 31, 2023.

Compensation

The not to exceed cost for the additional work described above is \$91,756. The total contract amount is now \$332,606. The conditions of the original Agreement dated October 25, 2022, shall remain enforce except as amended herein.

United Water
Conservation District

Stantec Consultant Services, Inc.

Mauricio E. Guardado, Jr.
General Manager

Heidi Wahto
Principal

AMENDMENT No. 1
TO THE PROFESSIONAL SERVICE AGREEMENT
Attachment A – Scope of Work and Schedule of Charges


FEE ESTIMATE - Freeman Diversion Dam Fish Passage - DDR / Hydraulic Design Completion - Change Order

[illegible]



Staff Report

To: Engineering and Operations Committee Members

Through: Mauricio E. Guardado, Jr., General Manager
Anthony A. Emmert, Assistant General Manager
Maryam Bral, Chief Engineer
Linda Purpus, Environmental Services Manager 

From: Hannah Garcia-Wickstrum, Associate Environmental Scientist

Date: February 21, 2023 (March 2, 2023, meeting)

Agenda Item: 3.3 **Resolution 2023-(pending no.)** **Determining that Emergency Work at Reasoner Creek is Exempt from the Provisions of the California Environmental Quality and Approving Emergency Work at Reasoner Creek**
Board Motion

Staff Recommendation:

The Committee will consider recommending for full Board approval Resolution 2023-(pending no.), determining that Emergency Work at Reasoner Creek (“Project”) is exempt from the provisions of the California Environmental Quality Act (“CEQA”), approving the Project, and directing staff to file a Notice of Exemption in accordance with CEQA.

Discussion:

The District is the lead agency for the Project under CEQA. The District proposes to conduct emergency work at Reasoner Creek downstream of Reasoner Bridge and adjacent to the Reasoner Canyon Picnic Area and Dog Park. A series of storms in early January 2023 resulted in deposition of sediment, debris, and large boulders within Reasoner Creek and degradation of the adjacent banks. Deposition of material within the creek has impacted the conveyance capacity of the creek and caused flooding and debris flows in adjacent recreation facilities. These conditions are expected to continue to threaten recreational facilities during future storms if not repaired and restored. The banks along Reasoner Creek have been incised creating steep shear walls approximately 6-7 feet tall. These steep banks are unstable and pose a threat to public safety. United proposes to conduct work to remove the deposited materials and reestablish the banks of Reasoner Creek to restore the conveyance capacity of the creek. Downstream of the Reasoner Canyon Picnic Area, United will prioritize conducting the proposed activities with equipment located on the terraces outside of the banks of Reasoner Creek or from Piru Canyon Road; however, some in-creek work may be required to properly restore the banks. No work will be conducted in ponded or flowing water.

Agenda Item 3.3 Resolution 2023-(pending no.) Determining that Emergency Work at Reasoner Creek is Exempt from the Provisions of the California Environmental Quality and Approving Emergency Work at Reasoner Creek
Board Motion

The proposed Project is statutorily exempt pursuant to Public Resources Code Section 21080(b)(3) and CEQA Guidelines Section 15269(a) – *Emergency Project* because the proposed Project repairs and restores property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Fiscal Impact:

The County Clerk and Recorder's Office filing fee for the CEQA NOE is \$50.00 and will be charged under project account 020-200-54260-1998.

Attachments:

Attachment A – Resolution 2023-(pending no.)

Attachment B – Notice of Exemption

RESOLUTION 2023-(pending no.)

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNITED WATER
CONSERVATION DISTRICT DETERMINING THAT EMERGENCY WORK AT
REASONER CREEK IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT AND APPROVING EMERGENCY WORK AT
REASONER CREEK**

WHEREAS, a series of storms in early January 2023 resulted in deposition of sediment, debris, and large boulders within Reasoner Creek and degradation of the adjacent banks; and

WHEREAS, deposition of material within Reasoner Creek has impacted the conveyance capacity of the creek and caused flooding and debris flows in adjacent recreation facilities; and

WHEREAS, these conditions are expected to continue to threaten recreational facilities during future storms if not repaired and restored; and

WHEREAS, the United Water Conservation District (“District”) intends to conduct Emergency Work at Reasoner Creek to restore the banks of Reasoner Creek and protect recreational facilities within Reasoner Canyon; and

WHEREAS, the Emergency Work at Reasoner Creek (“Project”) will be performed along and within Reasoner Creek, downstream of the Reasoner Bridge and adjacent to the Reasoner Canyon Picnic Area and Dog Park; and

WHEREAS, the District has reviewed the proposed Project and has determined that it is statutorily exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code section 21080(b)(3) and State CEQA Guidelines section 15269(a) because the proposed Project involves repairs and restoration of property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

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

1. The District’s Board of Directors hereby finds that the Project is exempt from the provisions of CEQA (Pub. Resources Code, § 21000 et seq.) on grounds that the Project is statutorily exempt. Specifically, the Board of Directors finds that the Project is statutorily exempt pursuant to Public Resources Code section 21080(b)(3) and State CEQA Guidelines section 15269(a) (Emergency Projects).

2. The Board hereby approves the Project and authorizes its implementation when deemed appropriate by the General Manager.

3. The Board hereby authorizes and directs the District's Environmental Services Manager to file a Notice of Exemption for the Project in accordance with CEQA.

4. The foregoing recitals are true and correct and incorporated herein as if fully set forth.

PASSED, APPROVED AND ADOPTED this 8th day of March 2023.

ATTEST: _____

Bruce E. Dandy, Board President

ATTEST: _____

Lynn E. Maulhardt, Board Secretary/Treasurer

NOTICE OF EXEMPTION

To:
Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From:
United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

Ventura County Clerk
800 South Victoria Ave
Ventura, CA 93009

Project Title: Emergency Work at Reasoner Creek (Project)

Project Location: Emergency Work at Reasoner Creek will be conducted along the banks and within the Reasoner Creek channel, downstream of the Reasoner Bridge and adjacent to the Reasoner Canyon Picnic Area and Dog Park.

Name of Public Agency Approving Project (Lead Agency): United Water Conservation District

Name of Person or Agency Carrying Out Project: United Water Conservation District

Project Description: United Water Conservation District (United) proposes to conduct emergency work at Reasoner Creek downstream of Reasoner Bridge and adjacent to the Reasoner Canyon Picnic Area and Dog Park. A series of storms in early January 2023 resulted in deposition of sediment, debris, and large boulders within Reasoner Creek and degradation of the adjacent banks. Deposition of material within the creek has impacted the conveyance capacity of the creek and caused flooding and debris flows in adjacent recreation facilities. These conditions are expected to continue to threaten recreational facilities during future storms if not repaired and restored. The banks along Reasoner Creek have been incised creating steep shear walls approximately 6-7 feet tall. These steep banks are unstable and pose a threat to public safety. United proposes to conduct work to remove the deposited materials and reestablish the banks of Reasoner Creek to restore the conveyance capacity of the creek. Downstream of the Reasoner Canyon Picnic Area, United will prioritize conducting the proposed activities with equipment located on the terraces outside of the banks of Reasoner Creek or from Piru Canyon Road; however, some in-creek work may be required to properly restore the banks. No work will be conducted in ponded or flowing water.

Exempt Status:

- ☐ Ministerial
☒ Declared Emergency (Public Resources Code § 21080(b)(3); CEQA Guidelines § 15269(a))
☐ Emergency Project
☐ Categorical Exemption.

X Statutory Exemptions: (Public Resources Code § 21080(b)(3); CEQA Guidelines § 15269(a))

Reasons Why Project is Exempt:

The Project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080(b)(3) and State CEQA Guidelines section 15269(a) because the proposed Project involves repairs and restoration of property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

Lead Agency Contact Person: Linda Purpus, Environmental Services Manager
Telephone: 805-525-4431
Email: lindap@unitedwater.org

Linda Purpus
Environmental Services Manager
United Water Conservation District

Date

Date OPR received for filing: _____