



Board of Directors
Bruce E. Dandy, President
Sheldon G. Berger, Vice President
Lynn E. Maulhardt, Secretary/Treasurer
Mohammed A. Hasan
Catherine P. Keeling
Gordon Kimball
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

AGENDA
REGULAR BOARD MEETING

Wednesday, July 12, 2023, 12:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

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 1:30 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 Report

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 Voting for CSDA Board of Directors Seat C – Coastal Network

Motion

The Board will consider casting its vote for CSDA Board of Directors Seat C – Coastal Network for the 2024-2026 term.

2.8 Administering Peace Officers Oath of Office for Park Rangers

Motion

The Board will consider administering and accepting the Oath of Office for the new Park Rangers as administered by California Peace Officers.

2.9 Presentation of Lexipol Connect 2022 Silver Award to Lake Piru Park Rangers for Excellence in Law Enforcement Policy Management

Ceremonial Item

In recognition of the dedication in updating and training Park Ranger personnel on policies, Lexipol presents its Connect 2022 Silver Award to Lake Piru Park Rangers.

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 14, 2023 and the Special Board Meeting of June 19, 2023.

B. Groundwater Basin Status Reports

Information Item

Receive and file Monthly Hydrologic Conditions Report for the District.

C. Monthly Investment Report

Information Item

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. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)

Administrative Services Department – Brian Zahn and Josh Perez

4.1 Monthly Administrative Services Department Report – Josh Perez and Brian Zahn

Information Item

Presentation and summary report on the monthly activities of the Administrative Services Department including but not limited to 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

4.2 Monthly Engineering Department Report

Information Item

Presentation and summary report on the 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 – Marissa Caringella

4.3 Monthly Environmental Services Department Report

Information Item

Presentation and summary report on the 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, and any interactions with Rancho Temescal and Rancho Camulos.

Operations and Maintenance Department – Anthony Emmert

4.4 Monthly Operation and Maintenance Department Report

Information Item

Presentation and 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; 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

4.5 Monthly Park and Recreation Department Report

Information Item

Presentation and 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 – John Lindquist

4.6 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) and the activities of the three local Groundwater Sustainability Agencies (GSAs) – 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

5. MOTION ITEMS (By Department)

Administrative Services Department – Brian Zahn and Josh Perez

5.1 Resolution 2023-12 Approval of Memorandum of Understanding (MOU) between United Water Conservation District (UWCD) and the Service Employees International Union (SEIU), Local 721

Motion

The Board will consider adopting Resolution 2023-12 approving the Memorandum of Understanding (MOU) between United Water Conservation District (UWCD) and Service Employees International Union (SEIU) Local 721.

5.2 Resolution 2023-13 Resolution of the Board of Directors of the United Water Conservation District, County of Ventura, State of California, Authorizing the Execution and Delivery of an Installment Purchase Agreement Providing for the Acquisition and Completion of Certain Improvements and the Execution of Certain Other Documents and Other Matters in Connection Therewith

Motion

The Board will review and consider the adoption of Resolution 2023-13 approving the Planning and Design portion of the Water Infrastructure Finance and Innovation Act (WIFIA) low interest loan for \$13,594,645 and associated loan documents.

Engineering Department – Dr. Maryam Bral

5.3 Authorize Approval of a Contract with MKN & Associates, Inc. to Develop the Final Design of Phase 1 of the Pumping Trough Pipeline (PTP) Recycled Water Connection – Laguna Road Pipeline Project (CIP 8043)

Motion

The Board will consider approval of the motion, authorizing the General Manager to execute an agreement with MKN & Associates, Inc. (MKN) in the amount of \$298,352.00 to develop the final design of Phase 1 of the PTP Recycled Water Connection, Laguna Road Pipeline Project.

5.4 Authorize Approval of Amendment No. 2 of Contract with Catalyst Environmental Solutions in Connection with the 60 Percent Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)

Motion

The Board will consider approval of the motion item authorizing the General Manager to execute Amendment No. 2 to an agreement with Catalyst Environmental Solutions and Stantec as a subcontractor (Catalyst/Stantec) in the amount of \$248,351.00 to develop the 60 percent design of the new release channel for the Santa Felicia Dam Safety Improvement Project.

Environmental Services Department – Marissa Caringella

5.5 Freeman Diversion Environmental Impact Report – Amendment to Professional Consulting Services Agreement with Ascent Environmental - \$451,608

Motion

The Board will consider approval of the motion authorizing the General Manager to execute an amendment to the professional consulting services (PCS) agreement with Ascent Environmental, Inc. (Ascent) in the amount of \$451,608 to provide needed support for updates to the Environmental Impact Report (EIR) for the Freeman Diversion pursuant to the requirements of California Environmental Quality Act (CEQA) and in accordance with the court ordered deadline of September 22, 2023.

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 13, 2023** 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 7, 2023

(time) 9:30a.m.

(attest) *Kris Sofley*

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

Posted: (date) July 7, 2023

(time) 9:45a.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. 19CV06168, pending before the Court of Appeal of the State of California, Second Appellate District, Division 6, Court of Appeal No. B312471.
- B. 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).
- C. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior Court of the State of California, County of Ventura, Case No. 56-2021-00555357-CU-PT-VTA; 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.
- D. United Water Conservation District v United States, U.S. Court of Federal Claims, Case No. 22-542L; Complaint for Just Compensation under the 5th Amendment.
- E. United Water Conservation District v. California Fish and Game Commission, Los Angeles County Superior Court Case No. 2STCP02661; Petition for Writ of Mandate (CESA)
- F. State of California-Department of Transportation v. United Water Conservation District and Southern California Edison, Superior Court of the State of California, County of Ventura, Case No. 56-2023-00575593-CU-EI-VTA; Complaint in Eminent Domain (parcels 81216-1 and 81216-2)



Staff Report

To: UWCD Board of Directors

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

From: Kris Sofley, Clerk of the Board

Date: July 6, 2023 (July 12, 2023 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 - 2023 Calendar of District's Standing Committee and Outside Agency meetings
C - 2023 AWA VC Calendar of Meetings and Events

Board of Directors
Activities and Expenses for Month June **Year** 2023

Due on last day of month

Director: Berger

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage	
			6/14	20	✓
			6/19	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	6/5	20	✓
		Executive	6/6	20	✓
		Recreation	6/7	20	✓
		Finance Mtg with LSR Audit Group	6/22	-	✓
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	6/1	20	✓
		AWA Waterwise	6/15	20	✓
		AWA Water Issues	6/20	20	✓
		COLAB	6/29	28	✓
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** 2023

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**	10	x \$260 per meeting	\$ 2,600.00 ✓
**not to exceed 10 meetings per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	188	x \$0.655/mile	\$ 123.14 ✓
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 2,773.14 ✓

Director Signature

[Signature]

Date: 7-6-23

General Manager Signature

[Signature]

Date: 7/6/23

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June Year 2023

Due on last day of month

Director: Bruce Dandy

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			6/14	8
			6/19	8
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
	GM	Board Prep	6/13	8
	GM	FCGMA Prep	6/27	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
		VCSDA	6/6	32
		WVBAC	6/12	
		AWAVC	6/15	8
		AWAVC Water issues	6/19	8
		FCGMA	6/28	14
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
		CoLAB Luncheon	6/29	36
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 2023

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**	10	x \$260	\$ 2600.00 ✓
**not to exceed 10 meetings and \$2,480. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	130	x \$0.665/mile	\$ 85.15 ✓
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 2,735.15 ✓

Director Signature Bruce Dandy Date: 7/3/23

General Manager Signature [Signature] Date: 7/5/23

Definitions

BoD: Board of Directors


BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month 6 **Year** 23

Due on last day of month

Director: Mohammed Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.		Date	Mileage
		6-14	12
		6-19	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
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	Event Name & Location		Date
	AWA Waterwise		6-15
	WVCBA Oxnard state of the city		6-16
	The Great Water Heist Las Posas club		6-29
	North PV desalter AWA CCWUC		6-28
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
	Ventura River Watershed council meet.		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
	County of Ventura, 150 yr. events		6-23
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
	Mound Basin		6-26
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	Meeting Description & Location		Date

Board of Directors
Per Diem and Expenses for Month 6 **Year** 23

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 \$260 per meeting	\$ 2,340.00 ✓
**not to exceed 10 meetings per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	87	x \$0.655/mile	\$ 56.99 ✓
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 2,446.99 <i>18</i>

Director Signature

Mohamed Hassan Date: 6-30-23

General Manager Signature

[Signature] Date: 7/5/23

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June **Year** 2023

Due on last day of month

Director: Catherine P. Keeling

1. UWCD Board Meetings Regular, special or emergency meetings.		Date 06/14/23	Mileage 24	✓
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	Committee Name & Location Engineering & Operations	Date 06/01/2023	Mileage 24	✓
	Finance & Audit	06/05/2023	24	✓
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 Mound Basin GMA	Date 06/26	Mileage 28	✓
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	Entity Name & Location Tour w/ Supervisor Lopez Pt Mugu	Date 06/08/23	Mileage 24	✓
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	

Per Diem and Expenses for Month June Year 2023

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 \$248/\$260 as of 5/8	\$ 1,300. ✓
**not to exceed 10 meetings per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	124	x \$0.655/mile	\$ 81.22 ✓
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$14312.22

Director Signature

Anthony Keeling

Date: 06/29/2023

General Manager Signature

[Signature]

Date: 6/29

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June **Year** 2023

Due on last day of month

Director: Lynn E. Maulhardt

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage	
			14	3.2	✓
			19	3.2	✓
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage	
		Engineering and Operations Committee	1	3.2	✓
		Finance and Audit Committee	5	3.2	✓
		Executive Committee	6	3.2	✓
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage	
	GM	Lunch meeting	6	n/a	✓
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage	
		AWA WaterWise Breakfast	15	3.2	✓
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	
		FCGMA Special Board Meeting	9	28	✓
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** 2023

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.*	\$

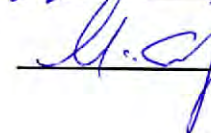
* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00 ✓
Total # of meetings**	7	x \$260	\$ 1,820.00 ✓
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	47.2	x \$0.655/mile	\$ 30.92 ✓
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,900.92 100

Director Signature

 Date: 7/6/23

General Manager Signature

 Date: 7/6/23

Definitions

BoD: Board of Directors

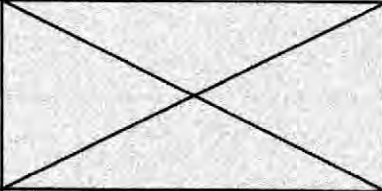
BP: Board President

GM: General Manager

Board of Directors
Activities and Expenses for Month June **Year** 2023

Due on last day of month

Director: Director Daniel C. Naumann

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage	
			14	12	✓
			19	12	✓
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage	
		Engineering and Operations Committee	1	12	✓
		Recreation Committee	7	12	✓
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 WaterWise	15	12	✓
		CoLAB Circle the Wagons	29	17.4	✓
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	
		Las Virgenes Water District Tour of Freeman	15	n/a	✓
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** 2023

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

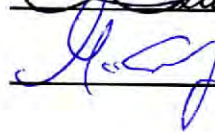
This section to be completed by Finance Department only			
Phone Allowance			\$50.00 ✓
Total # of meetings**	6	x \$260	\$ 1,560.00 ✓
**not to exceed 10 meetings and \$2,480. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	77.4	x \$0.655/mile	\$ 50.70 ✓
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,660.70 #

Director Signature



Date: 7/6/2023

General Manager Signature



Date: 7/6/23

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager



United Water

CONSERVATION DISTRICT

2023 UWCD Standing Committee and Outside Agencies Meeting Dates

JANUARY 02- Finance and Audit (canceled)

03- Water Resources (canceled)

04- Recreation (canceled)

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

11- Board Meeting (12noon-2:55pm)

18- CoLAB VC WHEEL (1pm)

19 - Fillmore and Piru Basin GSA (5pm)

23- Mound Basin GSA (3pm)

24 – Special Board Meeting (11:30am-11:35am)

26- Fox Canyon GMA (1:30pm)

30- Finance and Audit – Feb (canceled)

31 – Water Resources – Feb (9am-)

FEBRUARY: 01- Recreation (1pm-)

02- Engineering and Operations (9am-10:09am)

08- Board Meeting (12noon-4:02pm)

09- Special Board Meeting-Board Norms Workshop (12noon-4pm)

15- CoLAB VC WHEEL (1pm)

16-Fillmore and Piru Basin GSA (5pm)

23- Fox Canyon GMA (1:30pm)

27- Finance and Audit - March (9am-10am)

Mound Basin GSA (canceled)

28- Water Resources - March (canceled)

MARCH: 01- Recreation (canceled)

02- Engineering and Operations (9am-10:41am)

08- Board Meeting (12noon-2:50p.m.)

16- Fillmore and Piru Basin GSA (5pm)

21- CoLAB VC WHEEL (1pm)

22- Fox Canyon GMA (1:30pm)

27- Mound Basin GSA (3pm)

APRIL: 03- Finance and Audit (9am-10:29am)

04- Water Resources (9am-10:15am)

05- Recreation (9am-10:16am)

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

12- Board Meeting (12noon – 2:35pm)

19- CoLAB VC WHEEL (1pm)

20-Fillmore and Piru Basin GSA (5pm)

24- Executive Committee (1:30pm-3:30pm)

Mound Basin GSA (3pm)

26- Fox Canyon GMA (1:30pm)

MAY: 01- Finance and Audit (9am-9:28am)

02 - Water Resources (9am-10:27am)

03- Recreation (canceled)

Executive Committee (8:30am-9:30am)

04- Engineering and Operations (9am-10:26am)

17- Board Meeting (12noon-2:42pm)

CoLAB VC WHEEL (1pm)

18- Fillmore and Piru Basin GSA (5pm)

22- Mound Basin GSA (3pm)

24- Special Board Meeting – Budget Workshop (9am-10:32am)

24- Fox Canyon GMA (1:30pm)

JUNE: 01- Engineering and Operations (9am-10:06am)

05- Finance and Audit (9am-10:01am)

06– Water Resources (canceled)

07- Recreation (9am-)

14- Board Meeting (12noon-3:35pm)

19 – Special Board Meeting (5pm – 6:41pm)

15-Fillmore and Piru Basin GSA (5pm)

21- CoLAB VC WHEEL (1pm)

26- Mound Basin GSA (3pm)

28- Fox Canyon GMA (1:30pm)

JULY: 03- Finance and Audit (9am-9:35am)

05- Water Resources (9am-10:27am)

05- Recreation (canceled)

06 - Engineering and Operations (9:30am-10:29am)

12- Board Meeting (12noon-)

19- CoLAB VC WHEEL (1pm)

20-Fillmore and Piru Basin GSA (5pm)

24- Mound Basin GSA (3pm)

26- Fox Canyon GMA (1:30pm)

31- Finance and Audit August ()

AUGUST – UWCD IS DARK FOR AUGUST

16- CoLAB VC WHEEL (1pm)

17-Fillmore and Piru Basin GSA (5pm)

23- Fox Canyon GMA (1:30pm)

28- Mound Basin GSA (3pm)

SEPTEMBER: 05- Water Resources ()

05- Finance and Audit ()

06- Recreation ()

07- Engineering and Operations ()

13- Board Meeting ()

20- CoLAB VC WHEEL (1pm)

21-Fillmore and Piru Basin GSA (5pm)

25- Mound Basin GSA (3pm)

27- Fox Canyon GMA (1:30pm)

OCTOBER: 02- Finance and Audit ()

03- Water Resources ()

04- Recreation ()

05- Engineering and Operations ()

11- Board Meeting ()

18- CoLAB VC WHEEL (1pm)

19-Fillmore and Piru Basin GSA (5pm)

23- Mound Basin GSA (3pm)

25- Fox Canyon GMA (1:30pm)

30- Finance and Audit November ()

31 - Water Resources- November ()

NOVEMBER: 01- Recreation ()

02- Engineering and Operations ()

08- Board Meeting ()

15- CoLAB VC WHEEL (1pm)

16- Fillmore and Piru Basin GSA (5pm)

27-17- Mound Basin GSA (3pm)

DECEMBER: 04- Finance and Audit ()

05 – Water Resources ()

06- Recreation ()

07- Engineering and Operations ()

08- Fox Canyon GMA (1:30pm)

13- Board Meeting ()

20- CoLAB VC WHEEL (1pm)

21-Fillmore and Piru Basin GSA (5pm)



2023 CALENDAR OF EVENTS

DATES ARE SUBJECT TO CHANGE

Meeting Event notices with all details will be sent via email prior to each occurrence. Contact AWA for more information

JANUARY	5	Board Meeting	3:00 pm, Thursday	(Hybrid)
	17	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	19	WaterWise Program	8:00 am, Thursday	(Hybrid)
	25	Channel Counties/Water Systems	8:00 am, Wednesday	(Virtual)
FEBRUARY	2	Executive Committee Meeting	3:00 pm, Thursday	(Hybrid)
	16	WaterWise Program	8:00 am, Thursday	(Hybrid)
	21	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	22	Channel Counties/Water Systems	8:00 am, Wednesday	(Virtual)
MARCH	2	Board Meeting (Annual Meeting-Elections)	3:00 pm, Thursday	(Hybrid)
	16	WaterWise Program (Installation/Directors)	8:00 am, Thursday	(Hybrid)
	21	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	22	Channel Counties/Water Systems	8:00 am, Wednesday	(Virtual)
APRIL	6	Executive Committee Meeting	3:00 pm, Thursday	(Hybrid)
	20	Annual Water Symposium & Exposition (Hybrid)	8:00am–2:00pm, Thurs.	Courtyard Marriott Oxnard?
	20	Operators Tech Workshop & Exposition	8:00 am-3:30pm, Thurs.	Courtyard Marriott Oxnard?
MAY	4	Board Meeting	3:00 pm, Thursday	(Hybrid)
	16	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	18	WaterWise Program	8:00 am, Thursday	(Hybrid)
	24	Channel Counties/Water Systems	8:00 am, Wednesday	(Virtual)
	—	Math Workshop: Water Distribution Exam Review	8:30am–Noon	(Virtual?)
JUNE	1	Executive Committee Meeting	3:00 pm, Thursday	(Hybrid)
	15	WaterWise Program	8:00 am, Thursday	(Hybrid)
	20	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	28	Channel Counties/Water Systems	8:00 am, Wednesday	(Virtual)
JULY	6	Board Meeting	3:00 pm, Thursday	(Hybrid)
	18	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	20	WaterWise Program	8:00 am, Thursday	(Hybrid)
	26	Channel Counties/Water Systems	8:00 am, Wednesday	(Virtual)
AUGUST		DARK		
SEPTEMBER	7	Board Meeting	3:00 pm, Thursday	(Hybrid)
	*14	Reception for Members/Elected Officials	4:00 pm, Thursday	(In-Person Members/Guests)
	19	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	27	Channel Counties/Water Systems Luncheon	8:00 am, Wednesday	(Virtual)
	—	VCFD/AWA Confined Space Training	8:00 am - Noon	(VCFD / In-Person)
	—	Math Workshop: Water Treatment Exam Review	8:30am–Noon	(Virtual?)
OCTOBER	5	Executive Committee Meeting	3:00 pm, Thursday	(Hybrid)
	17	Water Issues Committee	8:00 am, Tuesday	(Hybrid/Members Only)
	19	WaterWise Program	8:00 am, Thursday	(Hybrid)
	25	Channel Counties/Water Systems Luncheon	8:00 am, Wednesday	(Virtual)
NOVEMBER	2	Board Meeting	3:00 pm, Thursday	(Hybrid)
	16	WaterWise Breakfast Program	8:00 am, Thursday	(Hybrid)
	21	Water Issues Committee	7:00 am, Tuesday	(Hybrid/Members Only)
	29	Channel Counties/Water Systems Lunch	8:00 am, Wednesday	(Virtual)
DECEMBER	7	Executive Committee Meeting	3:00 pm,	(Hybrid)
	7	Holiday Mixer/Corporate Night	5:00 pm, Tuesday	(Members/Guests In-Person)

* Indicates change from typical event date



Staff Report

To: UWCD Board of Directors

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

Date: July 6, 2023 (July 12, 2023 meeting)

Agenda Item: 2.6 General Manager's Report
Information Item

Staff Recommendation:

The General Manager will present information on his activities 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, Executive Assistant/Clerk of the Board

Date: June 14, 2023 (July 12, 2023)

Agenda Item: 2.7 Voting for CSDA Board of Directors Seat C – Coastal Network
Motion

Staff Recommendation:

The Board will consider casting its vote for CSDA Board of Directors Seat C – Coastal Network for the 2024-2026 term.

Background:

CSDA has provided information sheets and a candidate statement for each of the three candidates seeking to be elected to the CSDA Board of Directors Seat C – Coastal Network for the 2024-2026 term. This information has been provided to the Board as part of this staff report (see attachments A, B and C).

After reviewing the documents, the Board President will ask for a motion nominating one of the three candidates. If the motion is seconded, the Board will vote on that candidate. If a majority of the Board does *not* vote for that candidate, another motion may be entered for another candidate, until the majority of the Board supports one candidate for election to the CSDA Board of Directors Seat C.

Choose **one** of the following candidates:

- Vince Ferrante*, Director, Moss Landing Harbor District (Incumbent)
- Brad Imamura, Director, Marina Coast Water District
- Ronald Stassi, Director, Vandenberg Village Community Service District

*Incumbent

Fiscal Impact: There is no fiscal impact associated with this motion

Attachment: A: Vince Ferrante information sheet and candidate statement
B: Brad Imamura information sheet and candidate statement
C: Ronald Stassi information sheet and candidate statement



**California Special
Districts Association**

Districts Stronger Together

2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Vince Ferrante

District/Company: Moss Landing Harbor District Commissioner

Title: Commissioner

Elected/Appointed/Staff: Elected

Length of Service with District: 20+years

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

Governance Academy completed all four modules. I've attended all CSDA Conferences since 2002. I was part of the revitalization task force in 2011. Served on all CSDA committees and have been vice-chair or chair of those committees. I served on the Executive Board for CSDA as secretary for 2 terms, Vice-President in 2016 and President of CSDA in 2017.

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

N/A

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

I was the CSDA Liaison for the National Coalition for the Special Districts association for four years.

4. List civic organization involvement: Member of Moss Landing Chamber of Commerce, Board Director and Supervisory Committee Chair of Central Coast Federal Credit Union. Vice-President of the Salinas Japanese Sister City organization. Member of the Monterey Elks, Knights of Columbus, Native Sons of the Golden West, American Legion Post 31, Festa Italia Monterey, Friends of Isla de Femina. Volunteer at Salinas Valley Health Hospital.

****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 the nomination deadlines will not be included with the ballot.**

**Candidate Statement
Coastal Network 5, Seat C
Vincent Ferrante-Incumbent**



As a Board Member for California Special District Association for the past several years, I have committed my efforts to efficiently serve the needs of our Independent Special Districts in Coastal Network 5 and also all Special Districts throughout California.

To advance our interests, I also served on all CSDA Committees as either Chairman or Vice-Chairman, two terms as the Board Secretary, Vice-President and in 2017 I had the honor to serve as CSDA President, elected by the CSDA Board of Directors.

I have had the opportunity to visit all the Chapters in Coastal Network 5 while serving on the CSDA Board, either in person or on Zoom.

During my time on the CSDA Board, I have seen membership increase; our professional development has added more conferences and various other educational items and also increased attendees at our State Conferences. Our Advocacy/Legislative Department has been able to follow more bills in the State Legislature. Much of this is with the approval of the CSDA Board.

Additionally, I was appointed the CSDA National Liaison and attended Special District Conferences in Florida, Utah, Colorado, and Oregon in order to create a networking with other States. This has encouraged other states' Special Districts to attend our conferences and provide opportunities to share knowledge, lobbying techniques utilized by other Special Districts, and building to a stronger coalition of Special Districts throughout the United States of America.

Will you please assist me in continuing to serve as your CSDA Director in Coastal Network 5.



California Special
Districts Association
Districts Stronger Together

2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Brad Imanaka

District/Company: Marina Coast Water District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: Sworn in on December 10, 22

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

No

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.):

None

4. List civic organization involvement:

None

****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 March 31, 2023, after 5:00 p.m. will not be included with the ballot.**

Brad Imamura
CANDIDATE STATEMENT
for
Coastal Network, Seat C, of the CSDA Board

I was recently elected as a Director for the Marina Coast Water District Board in November 2022 and sworn in December 2022.

My experience working for the Santa Clara Valley Water District has taught me to work collaboratively with people of various backgrounds and be an advocate when dealing with government bureaucracy. Integrity, experience and dedication will guide my decisions.

Please elect Brad Imamura to serve as a Director in Seat C to the Coastal Network of the California Special Districts Association Board.

Thank you.



**California Special
Districts Association**
Districts Stronger Together

2023 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Ronald V. Stassi

District/Company: Vandenberg Village CSD

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 1- year

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

Attended Special District Leadership Academy in 2022

Attended 2022 Annual Conference & Exhibitor

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

Officer in California Municipal Utilities Association, President of Southern California Public Power Authority, Represent of Utilities in Northern California Public Power Authority

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

Groundwater Sustainability Agency (GSA) for Santa Ynez River Valley Groundwater Basin (a medium-priority basin under the Sustainable Groundwater Management Act)

- 4. List civic organization involvement:**

Past member in Burbank Sunrise Kiwanis Current president of Vandenberg Village Association

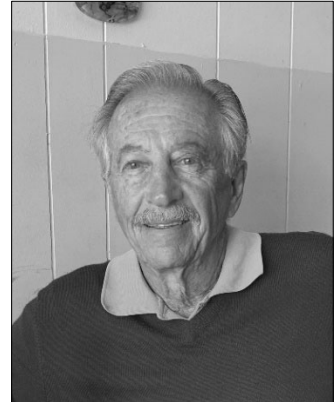
****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

Ronald V. Stassi

Nomination Form

CDSA Board of Directors | Coastal Network, Seat C (2024-2026)

In recent years I have learned a great deal about the role and importance of independent special districts in California. Most of this knowledge I acquired after the City of Lompoc hired me as its Utility Director in 2007. Soon thereafter I established a relationship with the **Vandenberg Village Community Services District** personnel while leading the City's team that financed and constructed the regional plant that the District utilizes for its sewage and wastewater treatment. Much later, in January 2022, I was selected to fill a vacant position on its board. I received a full four-year term following the November 2022 General Election when I ran unopposed.



Before relocating to the Central Coast I spent 45 years with California governmental utilities, mostly in supervisory or managerial roles, including serving as the head of two municipal utilities and representing both organizations in joint powers authorities.

I have a Bachelor and Masters degrees in Engineering as well as an MBA. I am a licensed Professional Engineer in the State of California. My experience rising from an entry-level engineer to managing two California municipal utilities has helped me become an effective special district board member that will carry over if elected to the CSDA Board.

In addition to serving as an elected official, I have been a member of a service club (Kiwanis) and currently serve as president of a local volunteer civic organization, the Vandenberg Village Association.

I completed CSDA's Special District Leadership Academy in 2022.

I ask for your vote so that I may help represent our mutual interests. You can reach me at rstassi@vvcasd.org or ronstassi@gmail.com.





Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
Clayton W. Strahan, Chief Park Ranger

From: Josh Perez, Chief Human Resources Officer

Date: July 5, 2023 (July 12, 2023 Meeting)

Agenda Item: 2.8 Administering Peace Officers Oath of Office for Park Rangers
Motion

Staff Recommendation:

The Board will consider administering and accepting the Oath of Office for the new Park Rangers (Matt Lundberg, Michael Groeneveld and Natalie Everton) as administered by California Peace Officers.

Discussion:

Since 2019, staff has been working with Lexipol, LLC, to develop, train and administer the work duties of Lake Piru Park Ranger and Park Ranger Cadet positions in accordance with existing limited Peace Officer legal authority as outlined in the Peace Officer Standards and Training Commission (POST) minimum requirements to be a peace officer, per state statute. Those requirements and minimum training standards included:

- Successful completion of a psychological evaluation by a POST approved doctor
- Successful completion of state and federal background investigations
- Successful completion federal and state LIVESCAN fingerprinting
- Successful completion of a POST work sample battery test (Physical Agility)
- Successful complete of a 40-hour PC-832 (Arrest & Control) training
- Successful completion of a POST administered OC spray training (optional)

Staff members have all successfully completed and passed the above referenced requirements and have been deemed competent to perform the duties of a limited peace officer. As a result, in order to complete this process and grant such authority, staff recommends that the Board swear in the Park Rangers to the California Peace Officers Oath, which is attached hereto as Attachment A.

Fiscal Impact:

This motion has no fiscal impact.

Attachments: A – California Peace Officers Oath

PEACE OFFICER OATH OF OFFICE, State of California
California Constitution - Article 20, Sec. 3. Misc. Subjects
[Required Oath of Office]

"I, [state name of Ranger], a Park Ranger employed by United Water Conservation District, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

I do further swear (or affirm) that I do not advocate, nor am I a member of any party or organization, political or otherwise, that now advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means; that within the five years immediately preceding the taking of this oath (or affirmation) I have not been a member of any party or organization, political or otherwise, that advocated the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means. I will not advocate nor become (name of office) a member of any party or organization, political or otherwise, that advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means."

ACCEPTED AND SUBSCIBED TO ON THIS 12th DAY OF JULY, 2023

ATTEST _____
Bruce E. Dandy, President

ATTEST _____
Lynn E. Maulhardt, Secretary/Treasurer



Staff Report

To: UWCD Board of Directors

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

From: Clayton W. Strahan, Chief Park Ranger

Date: July 6, 2023 (July 12, 2023)

Agenda Item: 2.9 Presentation of Lexipol Connect 2022 Silver Award to Lake Piru Rangers for Excellence in Law Enforcement Policy Management
Ceremonial item

Staff Recommendation:

In recognition of the dedication in updating and training Park Ranger personnel on policies, Lexipol presents its Connect 2022 Silver Award to Lake Piru Park Rangers.

Lexipol, the nation's leading provider of policy, training and wellness support for first responders and public servants, tracks Lake Piru Park Rangers' performance on five metrics proven to measure success in policy management. Performance in these five metrics is the criteria that the Lexipol Connect program uses in determining award levels. Lake Piru Park Rangers achieved Silver recognition for consistent and effective policy dissemination to personnel, timely policy updates as laws change, and officer training on policies.

Lake Piru Park Rangers' excellence in policy and policy training enhances community safety by ensuring consistent, effective response based on national best practices.

It should be noted that in 2021, Lake Piru Park Rangers earned a Connect 2021 Bronze Award.



Board of Directors
Bruce E. Dandy, President
Sheldon G. Berger, Vice President
Lynn E. Maulhardt, Secretary/Treasurer
Mohammed A. Hasan
Catherine P. Keeling
Gordon Kimball
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
REGULAR BOARD MEETING
Wednesday, June 14, 2023, 12:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

DIRECTORS IN ATTENDANCE

Bruce E. Dandy, Board president
Sheldon G. Berger, Board vice president
Lynn E. Maulhardt, Board secretary/treasurer
Mohammed A. Hasan, director
Catherine P. Keeling, director
Gordon Kimball, director
Daniel C. Naumann, director

STAFF IN ATTENDANCE

Mauricio Guardado, general manager
David Boyer, legal counsel
Dr. Maryam Bral, chief engineer
Marissa Caringella, environmental services manager
John Carman, operations and maintenance program supervisor
Dan Detmer, water resources manager
Anthony Emmert, assistant general manager
Hannah Garcia-Wickstrum, associate environmental scientist
Tony Huynh, risk and safety manager
Michel Kadah, engineer
Tessa Lenz, environmental scientist regulatory affairs
Craig Morgan, engineering manager
Josh Perez, chief human resource officer
Zachary Plummer, technology systems manager
Ed Reese, technology systems specialist
Daryl Smith, controller
Kris Sofley, executive assistant/clerk of the Board
Brian Zahn, chief financial officer

PUBLIC IN ATTENDANCE

Chelsea Ballott, deputy city attorney, City of Oxnard
Burt Handy
Miles Hogan, senior assistant city attorney, City of San Buenaventura
Suparna Jain, AALRR
Kevin Harris, AALRR
Rachael Laenen, director of farming and operations, Kimball Ranches – El Hogar
Joe Marcinko, assistant public works director, water utilities, City of Oxnard
Kara Ralston, president, VCSDA (Camarillo Health Care District)
Dr. Janette Sanchez-Palacios, deputy mayor, City of San Buenaventura

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

President Dandy called the meeting to order at 12noon. He asked he District's Legal Counsel, Mr. David Boyer, to summarize the items that would be discussed by the Board in Executive (Closed) session.

Mr. Boyer stated that, pursuant to government code section 54956.9(d)(2), one case of anticipated litigation would be discussed, and, pursuant to government code section 54956.9(d)(1), six cases of existing litigation would be discussed, including City of San Buenaventura v. United Water Conservation District; Wishtoyo Foundation v. United Water Conservation District; OPV Coalition v. Fox Canyon Groundwater Management Agency; United Water Conservation District v. United States; United Water Conservation District v. California Fish and Game Commission; and State of California – Department of Transportation v. United Water Conservation District and Southern California Edison.

1.1 Public Comments
Information Item

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

1.2 EXECUTIVE (CLOSED) SESSION 12:03 P.M.

President Dandy stated that the Board would open the second open session of this meeting at approximately 1:30p.m. and then adjourned the meeting to Executive (Closed) session at 12:03p.m.

2. SECOND OPEN SESSION AND CALL TO ORDER 1:30 P.M.

President Dandy called the second open session to order at 1:30p.m.

2.1 Pledge of Allegiance

President Dandy asked Director Hasan to lead everyone in reciting the Pledge of Allegiance.

2.2 Public Comment
Information Item

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

2.3 Approval of Agenda
Motion

President Dandy asked if there were any changes to the agenda. General Manager Mr. Mauricio Guardado stated that there were no changes to the agenda.

President Dandy asked for a motion. Motion to approve the agenda, Director Hasan; second, Director Keeling. Voice vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. The agenda is approved unanimously 7/0.

2.4 Oral Report Regarding Executive (Closed) Session

Information Item

President Dandy asked Mr. Boyer to report any Board actions taken during Executive (Closed) session. Mr. Boyer reported that the Board took no action in Executive session that would be reportable under the Brown Act.

2.5 Board Members' Activities Report

Information Item

President Dandy asked if there were any comments or questions regarding the Board Members' Monthly Activities (aka per diem) Reports. None were offered.

2.6 General Manager's Report

Information Item

Mr. Guardado reported that Chief Park Ranger Clayton Strahan would not be at today's meeting as he and his wife, Brittany, had delivered a baby boy, Mac Jeffrey Strahan, and that Chief Strahan was with his wife and son. Mr. Guardado added that last week he and Chief Engineer Dr. Maryam Bral had provided a tour of Navy Base Ventura County Point Mugu to Ventura County Board Supervisor Vianey Lopez and her aide Angel Garcia, along with Director Keeling. Commanding Officer of the base, Captain Kinnach greeted the group and spoke about his commitment to the District's EBB Water project. The Base's Water Program Manager Nathan Jacobsen provided highlights of the project as well. Mr. Guardado said the tour also provided an opportunity to discuss other sustainability projects with Supervisor Lopez, who was receptive to the District's efforts.

Mr. Guardado then addressed the District's succession planning and announced the promotion of Kevin Champlin to water treatment operator III, who had been with the District previously, then left to work for another agency, but returned and worked hard to earn his recent promotion.

Mr. Guardado also mentioned that the District was closing in on another milestone – four-million-acre feet of recharge! He mentioned the counter on the website homepage nearing in on four million and the District's plan for a public celebration once that milestone was met. Director Maulhardt said he was very pleased with the news, and Director Kimball suggested that instead of saying "water diverted" the counter be changed to say, "water recharged." Other directors added their suggestions and critiques for how to improve the counter on the District's webpage.

President Dandy asked if there were any additional comments or questions. None were offered.

2.7 Consider Cancellation of August Board Meeting

Motion

President Dandy explained that, as was the tradition of the Board to cancel its August Board and Committee meetings to accommodate vacation schedules, he asked for a motion.

Motion to cancel the UWCD Board of Directors August 2023 Board meeting, President Dandy; second, Director Berger. Voice vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

2.8 Recognition of Retiring Water Resources Manager Dan Detmer
Ceremonial Item

President Dandy noted that Mr. Detmer was retiring from the District after nearly 28 years of service in the Water Resources department, which he has managed for the past few years.

Mr. Guardado addressed the Board stating that when he first started at the District, Dan Detmer was extremely helpful in getting him up to speed on basin conditions, possible actions that led to the development of the Water Sustainability Plan and Summit. Mr. Guardado referred to Mr. Detmer as a great leader who was mission focused, in spite of lots of issues and lots of challenges that demanded attention. He also praised Mr. Detmer for his guidance regarding staff and stated that Mr. Detmer played a large part in the success of the District.

Mr. Detmer addressed the Board, thanking them for their support, especially Director Maulhardt, who has always been a champion of the Water Resources group, and thanked the Board for its commitment to understanding systems and ground water and for its support of the groundwater flow modeling work that the District has continued to hone over the past 10 years. Mr. Detmer said the District's groundwater modeling has been a tremendous tool that has benefitted all of the Groundwater Sustainability Agencies throughout the County, and the County as well. Mr. Detmer praised the incredibly talented staff, calling out Murray McEachron, Dr. Bram Sercu, Dr. Jason Sun, John Lindquist and Kathleen Kuepper specifically. Mr. Detmer also praised the two new hydrologists who would be joining the District in July.

Mr. Detmer concluded by saying that he really enjoyed what we're supposed to do here, enjoyed the culture here, the non-competitive nature of the staff, the crossover between departments, and said that John Carman had taught him a lot about that.

Director Maulhardt said that it is important that the public understand the quality and leadership of District staff and the impact the Board has had over the years. He said the board's decisions are developed in collaboration with every department in the agency and the interplay between staff and board is satisfying to watch, especially over the years. He praised Mr. Detmer, stating that he has been instrumental in the development of that collaboration and credited Mr. Detmer with leading that charge. Director Maulhardt continued, stating that while the Board holds the purse strings, the vision is set by staff, particularly in water resources, by not being shy about voicing opinions when they think the Board is wrong. He added that it was always reassuring to see Dan and John Lindquist in the audience at Fox Canyon GMA meetings, and he appreciates that Dan, being polite, could

also get people to look at things from a different perspective. Director Maulhardt said the interplay between staff and the Board has served the public well over the years and he appreciates Mr. Detmer's input and perspective.

Director Kimball thanked Mr. Detmer for his contributions to the Fillmore and Piru Basins Groundwater Sustainability Agency and for his efforts in keeping the Board on track, providing information when it was needed to help the Board make the right decisions, and appreciated Mr. Detmer's practicality.

President Dandy asked if there were any additional comments. None were offered.

- 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)**

President Dandy asked for item 3.D of the Consent Calendar to be pulled for clarification and separate consideration. He then asked if there was a motion for Consent Calendar items 3.A through 3.C.

A. Approval of Minutes

Motion

Approval of the Minutes for the Regular Board Meeting of May 17, 2023, and the Minutes for the Special Board Meeting – Budget Workshop of May 24, 2023.

B. Groundwater Basin Status Reports

Information Item

Receive and file Monthly Hydrologic Conditions Report for the District.

C. Monthly Investment Report

Information Item

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.

Motion to approve Consent Calendar items, Director Maulhardt; second, Director Hasan. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

4. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)

Operations and Maintenance Department – Anthony Emmert

4.1 Monthly Operation and Maintenance Department Report

Information Item

John Carman addressed the Board and showed them several slides (see attached slides) highlighting the actions of the Operations and Maintenance department over the past month, including continuing clean-up activities from the earlier storm events at the Santa Felicia Dam and Lake Piru, diversions and basin recharge at Saticoy and the progress on the Iron and Manganese Treatment plant at El Rio.

Then Mr. Carman turned the presentation over to Murray McEachron to discuss the “good news” for diversions and basin recharge throughout the District. (see attached slides). Mr. McEachron reported that to date, some 70,000-acre feet of water has been diverted at the Freeman, an amount which he said had not been seen in many years. He added that 23,000-acre feet was recharged through El Rio; 43,000 acre feet recharged at Saticoy and 3,700 acre feet in surface water deliveries, and that surface water deliveries will be higher later in the year.

Mr. McEachron said that releases from Castaic would continue through June 20, then there would be a brief break, followed by releases from the dam beginning around July 18, which would be diverted at the Freeman and that from July 18 through August 1, Castaic flows would start again and mentioned that construction on the I5 delayed releases for a bit. He added that 55,000-acre feet would be released from the Santa Felicia Dam as a conservation release through October and November, accounting for a total of 118,000 acre feet (natural flows, flood flows, Table A, Governor’s order rerouted to Castaic, and Article 21). In November, more Article 21 water will be received into Lake Piru, as restrictions end November 1.

Director Maulhardt asked about the amount of water and flow rates. Mr. McEachron replied that approximately 30,000-acre feet of Table A water and likely some 10,000 acre feet or more of Article 21 water may be available. He said that Article 21 water is cheaper. He added that by September, staff will have a recommendation for how far to take down the lake depending on what is available for refilling it.

Director Maulhardt asked if the request for diverting at flows higher than 375cfs had been approved. Mr. Guardado answered that the high flow rate has not been approved as yet, but it is part of the improvement program proposed for the Freeman.

Director Kimball congratulated staff on the work presented by Mr. Carman and Mr. McEachron, which is an accomplishment generally, but especially considering the environmental restrictions, construction delays on I5, and appreciates all the hard work of staff which resulted in these recharge results. President Dandy added that Oxnard Councilmember Bert Perello shared a June 5 video of water recharge efforts at El Rio and Saticoy.

President Dandy asked if there were any other questions or comments. None were offered.

Park and Recreation Department – Clayton Strahan

**4.2 Monthly Park and Recreation Department Report
Information Item**

Mr. Guardado reminded the Board that Chief Strahan's department report was in the Board package. President Dandy asked if there were any questions or comments on the report. None were offered.

Water Resources Department – Dan Detmer

**4.3 Monthly Water Resources Department Report
Information Item**

Mr. Detmer addressed the Board stating that the monthly activities report was in the Board packet. President Dandy asked if there were any questions or comments. None were offered.

Administrative Services Department – Brian Zahn and Josh Perez

**4.4 Monthly Administrative Services Department Report – Josh Perez and Brian Zahn
Information Item**

Mr. Zahn addressed the Board, stating that he was asked about the Standard and Poor's rating for the District, which is at AA-, an upgrade from its previous rating, and was one of the few water agencies to get an upgraded rating.

President Dandy asked Mr. Zahn if he could show the Board how much money the District was saving thanks to grant funding awards. Mr. Zahn said that is part of the annual presentation to the Finance and Audit Committee. President Dandy asked if that money was shown in the budget, to which Mr. Zahn replied yes.

Chief Human Resources Officer Josh Perez addressed the Board to present an update on administrative activities (see attached slides). Mr. Perez reported that the District has a tentative agreement on a four-year labor contract and has briefed the Executive Committee and will update the full Board after the new contract is ratified (which should be next week). Mr. Perez thanked Mr. Detmer for his help in recruiting his replacement. He also mentioned the savings made possible for fitness testing being done in-house by the talented individuals in risk management.

President Dandy asked if there were any other questions or comments. None were offered.

Engineering Department – Dr. Maryam Bral

**4.5 Monthly Engineering Department Report
Information Item**

Dr. Maryam Bral addressed the Board, updating them on various activities, meetings, and public outreach executed by the engineering team. (see attached slides). She reported on a meeting with Department of Water Resources and Los Angeles Department of Water and Power on May 4, mentioned the ribbon cutting at the Iron and Manganese Treatment Plant was pushed back to September, which

will also allow for representatives from OLDCC, the grant funder, to participate in the ceremony. Dr. Bral also reported on the progress on the PTP metering project, reporting that 31 of the 41 utility easements needed have been secured. She thanked Mr. Detmer for all of his help and support on the EBB Water project and mentioned the SGM grant was secured to offset costs of installing monitoring wells for the project at Pt. Mugu, adding that a consultant had been secured by the District to oversee the wells project at Pt. Mugu and she was submitting a letter of request to the Navy, a memo of agreement, which she would be bringing to the Board in July.

President Dandy asked if there were any questions or comments. None were offered.

Environmental Services Department – Marissa Caringella

4.6 Monthly Environmental Services Department Report

Information Item

Ms. Caringella addressed the Board, stating that the department's monthly report was in the Board packet, but the department had no presentation this month. President Dandy asked if there were any questions or comments. None were offered.

5. MOTION ITEMS (By Department)

Water Resources Department – Dr. Maryam Bral and Dan Detmer

5.1 PUBLIC HEARING – Conclusion of Annual Groundwater Hearing, Acceptance of Public Comment and Setting of 2023-24 Zones and Extraction Charges.

Motion

Board President Dandy, General Manager Mauricio Guardado, Legal Counsel David Boyer, Water Resources Manager Dan Detmer, Chief Engineer Dr. Maryam Bral and Chief Financial Officer Brian Zahn provided testimony to the Board regarding the District's history of water management and basin conditions, its formula for determining zones and rates, considerations used by staff in making those determinations, the compositions of the various zones within the District, the beneficial uses provided by the District's water management operations and other pertinent details regarding the levying of groundwater extraction charges within such zones. A transcription of this segment of the Public Hearing is part of the Administrative Record and is included, along with the written testimony provided by Mr. Guardado, Mr. Detmer, Dr. Bral and Mr. Zahn, in the exhibits available on the District's website.

Concluding the Board's receipt of oral and written testimony from staff, President Dandy asked if there were any written or oral testimony that the public wished to provide.

The City of San Buenaventura's Deputy Mayor Dr. Janette Sanchez-Palacios addressed the Board. Dr. Sanchez stated that the City had protested the District's rates for the past 10 years, but that her appearance before the Board today was to

state the City's support for the District revised rate strategy and its desire to put the long-standing litigation behind them and enter a new era of cooperation and continued collaboration and thanked everyone for the opportunity to speak today.

City of Oxnard's Deputy City Attorney Chelsea Ballot addressed the Board, stating that the City had only recently been made aware of Zone S, which imposes a new surcharge, and that the City of Oxnard would like more information and details as to how the surcharge impacts the City and to that end requested a meeting between the City of Oxnard and UWCD staff to discuss this issue. Ms. Ballot said the City is not opposed to Zone S; it just needs more time to consider the proposed Zone S.

President Dandy asked if there were any additional comments or questions. None were offered. With that, President Dandy concluded the Public Hearing portion of the meeting and asked the Board's Legal Counsel to instruct the Board.

Mr. Boyer reminded the Board of the testimony they had received and to consider the two resolutions before them. He then made a brief statement regarding Water Code Section 75522, providing a brief summary of the testimony and instructed the Board in how to make their motions.

Resolution 2023-07

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

Motion

Director Berger moved to adopt Resolution 2023-07 entitled: "A Resolution of the Board of Directors of United Water Conservation District Making Findings and Determinations from the Evidence Submitted Concerning the Groundwater Conditions of United Water Conservation District." Director Maulhardt seconded the motion. President Dandy asked if there were any questions or discussion by any members of the Board on the motion or resolution itself. None were offered. President Dandy then called for a roll call vote.

The clerk of the Board called the roll. Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

President Dandy stated that the resolution is adopted, and it is so ordered. He then asked for a motion on the second resolution.

Resolution 2023-08

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 2023-24 Water Year

Motion

Director Maulhardt moved that the Board adopt Resolution 2023-08 , establishing zones and adopting and assessing groundwater charges entitled: “ A Resolution of the Board of Directors of United Water Conservation District 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 2023-24 Water Year.”

Director Berger seconded the motion. President Dandy asked if there were any questions or discussion by members of the Board on the motion or the resolution itself. None were offered. President Dandy then called for a roll call vote.

Clerk of the Board called the roll. Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

President Dandy stated that the resolution is adopted, and it is so ordered. He then asked if there were any further comments from the Board. None were offered. He thanked everyone for their attendance and cooperation and proceeded with the other motion items on the agenda.

Administrative Services - Brian Zahn and Josh Perez

5.2 Resolution 2023-09 Adopting the Proposed District Budget Plan, Overhead Allocation Method, Staffing Levels and Salary Schedules for Fiscal Year 2023-24 and Appropriation Carryovers for Fiscal Year 2022-23

Motion

Mr. Zahn addressed the Board and asked if there were any questions or clarifications needed. None were offered.

Motion to adopt Resolution 2023-09 Director Hasan, seconded by Director Keeling. Roll call vote: Six ayes (Berger, Hasan, Keeling, Kimball, Naumann, Dandy); one absent (Maulhardt); none opposed. Motion carries unanimously 6/1/0.

5.3 Resolution 2023-10 A Resolution of the Board of Directors of UWCD Requesting the Auditor-Controller to Compute and Affix a Tax Rate for the Fiscal Period 2023-24 Sufficient to Satisfy the State Water Project Charges

Motion

Mr. Zahn again asked if there were any questions or clarifications needed. None were offered.

Motion to adopt Resolution 2023-10 Director Berger; seconded by Director Kimball. Roll call vote: Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt,

Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

Engineering Department – Dr. Maryam Bral

5.4 Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project Construction Management and Inspection Services (CIP 8002) Award of Contract and Fund Transfer

Motion

Dr. Bral presented slides in support of the motion (see attached slides). Director Maulhardt stated that the motion was reviewed by the Engineering and Operations Committee, who recommend that the Board award the contract and approve the fund transfer. Director Keeling thanked Dr. Bral for adding the box on the top of the slide indicating that this project is a regulatory and environmental requirement.

President Dandy asked if there were any more comments or questions. None were offered.

Motion to authorize the General Manager to award a contract to Black and Veatch Corporation in an amount not to exceed \$1,498,623 for Fiscal Year 2023-24, to provide construction management and inspection services, including an independent review of the constructability of the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (“Project”) (CIP 8002); and to approve a fund transfer from CIP 8003 to CIP 8002 in the amount of \$757,568, Director Maulhardt; second, Director Berger. Roll call vote: Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

5.5 Contract Award to Jacobs Engineering Group, Inc., for Extraction Barrier and Brackish (EBB) Water Treatment Project Phase 1 Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells at Naval Base Ventura County-Point Mugu (CIP 8019)

Motion

Dr. Bral presented a slide to the Board (see attached slide).

President Dandy asked if there were any comments or questions. None were offered.

Motion to authorize the General Manager to execute a professional consulting services agreement with Jacobs Engineering Group Inc., (Jacobs) in the amount of \$412,316 [\$374,833 plus 10% contingency (\$37,483)] to provide planning, design, construction oversight and related support services for installation and aquifer testing of up to 20 groundwater monitoring wells at Naval Base Ventura County-Point Mugu as part of Phase 1 of the EBB Project (CIP 8019), Director Berger; second, Director Maulhardt. Roll call vote: Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

Environmental Services Department – Craig Morgan

5.6 Resolution 2023-11 Determining that the Replacement of Water Well No. 5 Project (“Project”) is Exempt from the Provisions of the California Environmental Quality Act and Approving the Project

Motion

Engineering Manager Craig Morgan addressed the Board and reported that at the last Board meeting, the Board had awarded the drilling contract for replacement of Well No. 5 and this motion will help get the new well in operation by late 2023.

President Dandy asked if there were any comments or questions. None were offered.

Motion to approve Resolution 2023-11, determining that the replacement of water well No. 5 project (“Project”) is exempt from the provisions of the California Environmental Quality Act (CEQA) and approving the project, Director Naumann; second, Director Hasan. Roll call vote: Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

Park and Recreation Department – Clayton Strahan

5.7 Lake Piru Draft Conceptual Facilities Improvement Plan (CIP 8055)

Motion

Mr. Guardado addressed the Board, reporting that the motion was reviewed by the Recreation Committee, who vetted the plan and found that it would make significant improvements to the camping area at Lake Piru and would create a more positive experience for visitors by offering more amenities, which in turn attracts more vendors, which allows for increases in entry fees, and ultimately will attract more visitors to the Lake Piru Recreation Area.

President Dandy asked if there were any comments or questions. None were offered.

Motion to adopt the proposed conceptual draft of the Lake Piru Recreation Area Facilities Improvement Plan (FIP) and authorizing the General Manager to direct staff to advance the proposed draft FIP Alternative 2 from 10 percent design to 30 and 60 percent design levels, Director Berger; second, Director Naumann. Roll call vote: Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); no absentees and none opposed. Motion carries unanimously 7/0.

6. BOARD OF DIRECTORS READING FILE

7. FUTURE AGENDA ITEMS

President Dandy asked if there were any future agenda items for consideration. None were offered.

8. ADJOURNMENT 3:35 P.M.

Director Berger said he would like to make a motion to dedicate this meeting in honor of Dan Detmer's service to the District. President Dandy asked if the Board agreed and called for a voice vote. Seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann Dandy); none opposed. Motion carried unanimously!

President Dandy adjourned the meeting at 3:35p.m. to the next **Regular Board Meeting scheduled for Wednesday, July 12, 2023**, 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 14, 2023.

ATTEST: _____
Lynn E. Maulhardt, Board Secretary

ATTEST: _____
Kris Sofley, Clerk of the Board



Legal Counsel
David D. Boyer

MEETING DATE: Wednesday, June 14, 2023 12noon

The signing or registering of your name on this sign-up form is not required but is voluntary. All persons may attend the meetings of the Board of Directors of United Water Conservation District without signing or registering their names on this form.

Representing

Representing
City of Oxnard

City of Ventura

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City of Ventura

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UNITED WATER CONSERVATION DISTRICT
SPEAKER CARD

5.1

If you wish to address the Board, please complete and give
this card to the Clerk.
Three minutes maximum, please.

PLEASE PRINT

Subject / Item No.: 5.1

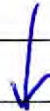
Deputy Mayor

Name: Jeannette Sanchez-Palacios

[Handwritten signature]

Address: _____

Org. you represent: City of Ventura



UNITED WATER CONSERVATION DISTRICT
SPEAKER CARD

5.1

If you wish to address the Board, please complete and give
this card to the Clerk.
Three minutes maximum, please.

PLEASE PRINT

Subject / Item No.: 5.1

Name: Chelsey Ballot

Address: 305 W. 3rd St. SE. Suite 100E
Ornard 93030

Org. you represent: City of Ornard



OPERATIONS AND MAINTENANCE DEPARTMENT MONTHLY UPDATE

June 14, 2023



Santa Felicia Dam

SFD Water Filter Plant – DSOD Inspection Preparation





2



OH Delivery

Air Vac Relocation – Fe-Mn Training








5

5

PTP System


Meter Upgrade Project



Turnout #105
ETTING RD.
BEFORE

Turnout #105
ETTING RD.
AFTER

SAND TESTING PTP WELLS

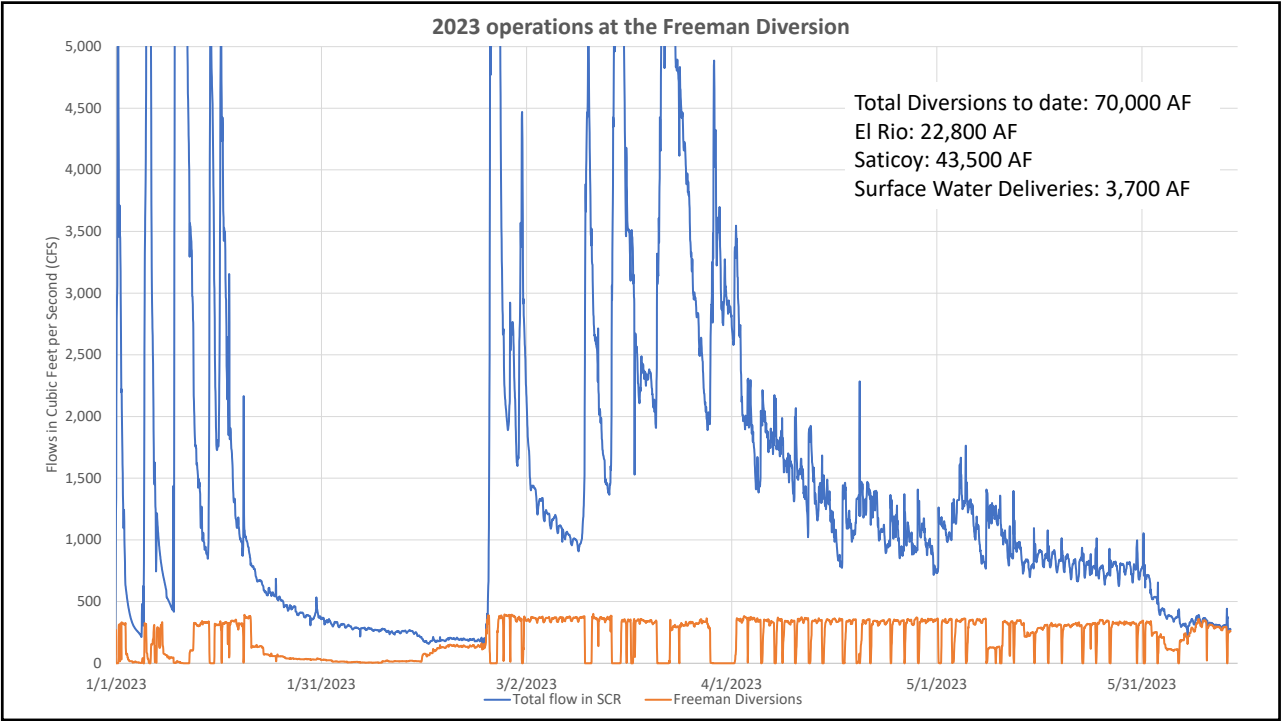


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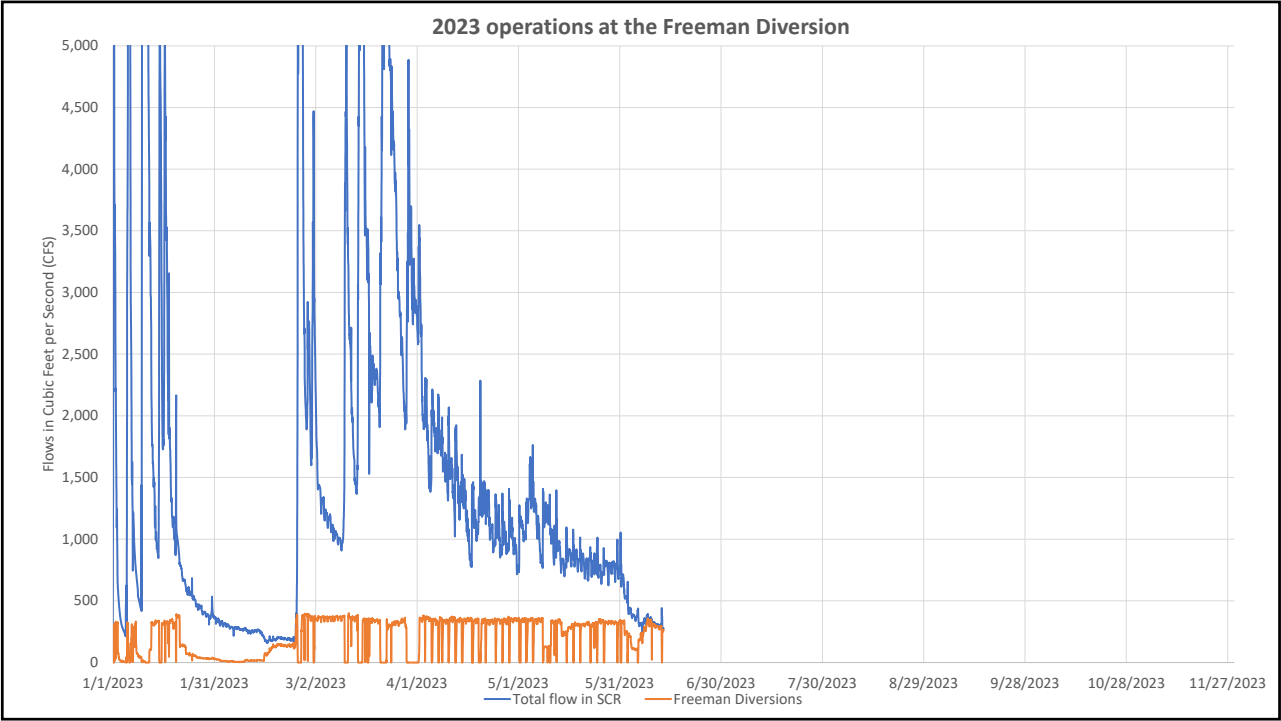
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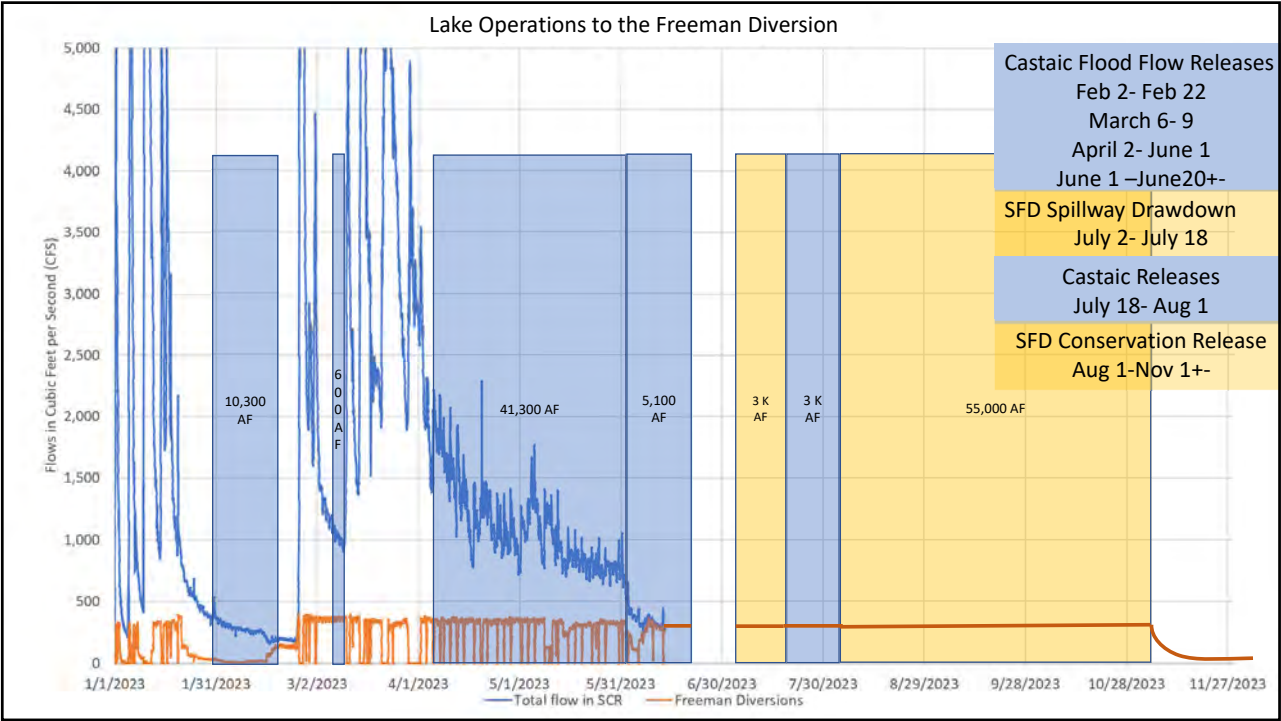
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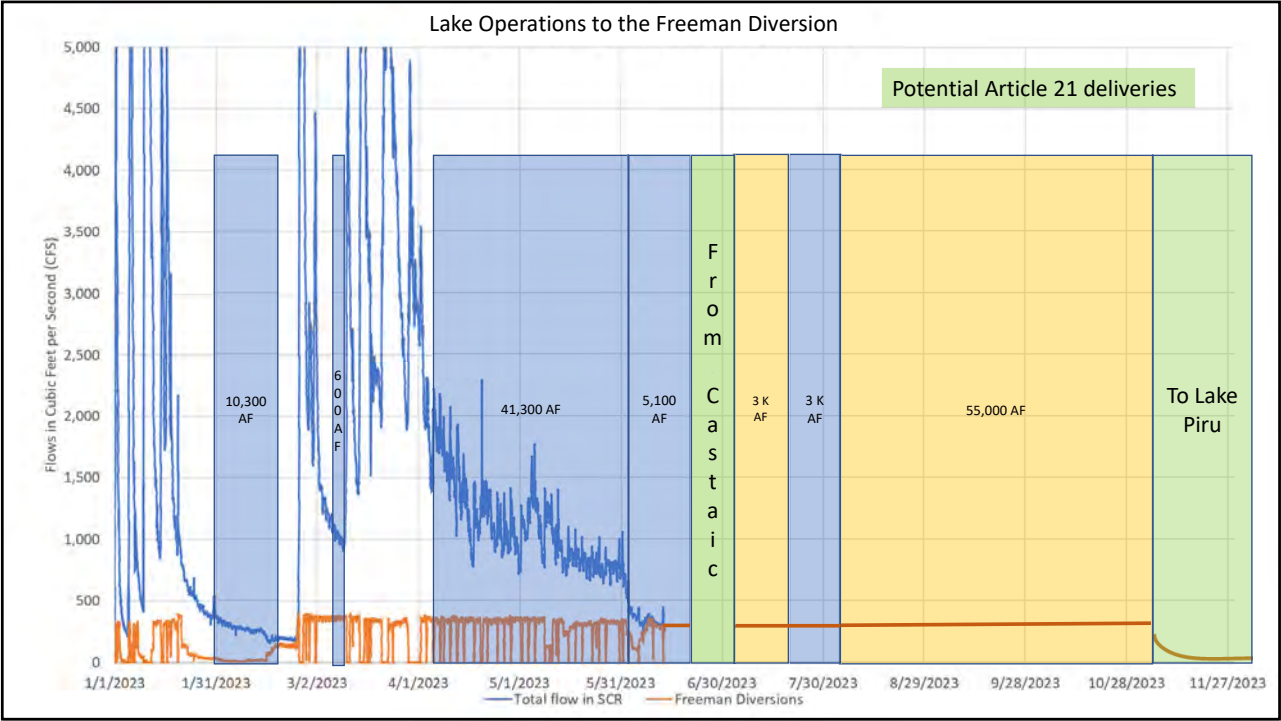
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Questions?




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Operational Update: February and March 2023

Facilities Maintenance Highlights



May 1-25

Picnic table restoration project.




May 8-19

Ongoing weed abatement measures.




May 15-18

Constructed and prepared two swim beaches.



May 24

Installation of new welcome sign at the Ranger Station.



United Water Conservation District

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Operational Update: May

Training, Events, and Meetings

May 6

• Howl At The Moon Fishing Event

May 8-11

• ACWA Spring Conference

May 12

• Lehosheetyadla-Non Profit Event

May 19

• CSDA leadership training "Extreme Ownership"

May 25

• CPR/First Aid and AED training

United Water Conservation District

Don't miss it!


HOWL AT THE MOON NIGHT FISHING

Lake Piru Recreation Area
4780 Piru Canyon Road, Piru

7 p.m. to 1 a.m. on the first Saturday of the month, May - September

MAY 6 • JUNE 3 • JULY 1 • AUGUST 5 • SEPTEMBER 2

ADMISSION:
\$5 for walk-ins
\$10 cars



#EXPLORELAKEPIRU

For more information, visit explorelakepiru.com or call 805-521-1

@UWCDLakePiru

@lakepiruwcd

3



STORM RESPONSE AND RECOVERY

United Water Conservation District

4

Operational Update: Ongoing Disaster Response Effort

Where Are We In the FEMA Process?

FEMA grant application approved

Project List Developed


- \$3.97 Million in Reimbursement requests

Projects Which Are Completed And Obligated:

- Lake Debris Cleanup
- Emergency Dive Work

50% of Land based work completed


A 60-day Extension Requested



United Water Conservation District

5

5



PARK VISITATION AND REVENUE RECAP

Annual Month to Month Comparison

United Water Conservation District

6

6

Operational Update

Revenue Recap 2023 vs. 2022 (Jan. 1-June 7)

Year	Day Use Revenue	Camping Revenue	All Other Revenue	Revenue Collected	Revenue Received (After Refunds)	Visitation (# of People)
2023	\$90,254.00	\$273,300.00	\$48,321.00	\$435,003.00	\$411,784.00	32,118
2022	\$97,616.00	\$261,707.00	\$50,517.00	\$430,620.00	\$409,839.00	38,346

United Water Conservation District

7

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Operational Update

Other Revenue Recap – 2023 vs. 2022 (Jan. 1-June 7)

Year	Firewood	Ice/Water	Showers/Laundry	Miscellaneous (T-shirts & Internal Concessions)	Wi-Fi	Filming/Events	Pet Fees
2023	\$9,647.00	\$7,036.00	\$1,253.00	\$966.00	\$11,569.00	\$2,443.00	\$6,997.00
2022	\$7,484.00	\$6,203.00	\$3,488.00	\$270.00	\$10,013.00	\$10,797.00	\$4,026.00

United Water Conservation District


8

8

QUESTIONS?

United Water Conservation District

9



Administrative Update

Josh Perez
Chief Human Resources Officer

June 14, 2023


1

Risk Management

- Certified Lake Piru Recreation staff on Adult & Pediatric CPR/First Aid/AED.
- Conducted annual respirator fit testing for current O&M staff and hearing test for newly hired staff.
- Participated with Engineering Department on joint outreach efforts with Santa Paula Police Department’s new Emergency Manager on SFD Emergency Action Plan.
- Supported Water Resources stream safety signs deployment related to flood flow releases.
- Assessed Piru Dam Siren testing
- Coordinated Playground Safety Inspection at Lake Piru by Ventura County.



First Aid, CPR Training



Fit Testing



2





ENGINEERING DEPARTMENT MONTHLY UPDATE

June 14, 2023



Santa Felicia Dam Safety Improvement Project

- Third Interagency Coordination meeting with DWR and LADWP on May 4
- CM Consultant interviews for SFD OW from May 1 to May 3
- CM Consultant selection finalized on May 8
- Response Letters to FERC and NMFS efiled with FERC on May 24
- Meeting with the Department of Interior discussing funding opportunities on May 25






2


Santa Felicia Dam Safety related Activities

- Meeting with Scott Brewer, City of Oxnard Emergency Services Manager to receive feedback on SFD EAP and 2023 Functional Exercise on April 19
- Meeting with the City of Santa Paula’s Emergency Services Coordinator to discuss SFD and SFD EAP on May 11
- DSOD conducted the annual inspection of SFD Inspection on May 23 – Inspectors expressed satisfaction with SFD condition and had no request for follow up actions



05/23/23

Staff and DSOD Inspectors in 72" Butterfly Valve Vault

 CALIFORNIA DEPARTMENT OF WATER RESOURCES

3

Iron and Manganese Treatment Facility



05/10/23

05/10/23

Completion of Filter Vessels Exterior and Filter Facing Piping Coating



4

Iron and Manganese Treatment Facility



Completion of 8" Return Washwater Piping



Completion of Washwater Return Pump Station



Iron and Manganese Treatment Facility



Exterior View of the new Building



Interior View of the new Analytical Laboratory equipped with new cabinetry and countertops, and flooring.



PTP Metering Improvement Project

Project Activities Status	By May 2023
Meter Installations (out of 60)	43 or 71.7%
Easement Acquisitions (out of 41)	31 or 77.5%
Utility Easement Deeds Recorded	3
Meters Installations planned by mid-2023	9*

*TO Nos. 102, 109, 113, 114, 123, 132, 134, 158, 162

METER STATUS

- INSTALLED - 41
- CONSTRUCTION PLANNED IN 2023 - 11
- LETTERS MAILED TO OWNER - 8
- ✕ ABANDONED - 2
- PUMPING TROUGH PIPELINE

Updated: 4/24/2023

7

Extraction Barrier and Brackish Water Treatment Project

- 8 proposals were received and reviewed in response to the RFQ/RFP for “Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells Installation
- Staff interviewed 2 consultants and finalized the Consultant selection
- Meeting with RWQCB on May 5
- Letter of Request submitted to the Navy on May 9
- Draft MOA- revisions on going – tentative presentation to the BOD in July – Last revision was reviewed on May 17


8

Public Outreach

- Chief Engineer attended the 2023 ACWA Spring Conference in Monterey, CA on May 10
- Chief Engineer participated in the May 19-21 Inspection Trip of Hoover Dam and the Colorado River Aqueduct
- Staff Attended and Presented at the OH and PTP User Meetings on May 16



Weymouth Water Treatment Plant




QUESTIONS

C. Regulatory and Environmental Compliance

Motion Item 5.4

Santa Felicia Dam Outlet Works Improvement Project Construction Management and Inspection Services Contract Award and Fund Transfer

- ☐ Award the CM Contract to Black and Veatch Corporation on an Annual Basis
- ☐ Award the CM Contract for FY 2023/24 in the amount Not to Exceed \$1,498,623
- ☐ Approve fund transfer of \$757,568 from CIP 8003 to CIP 8002 to fund FY 2023/24 CM Contract



1


1

C. Regulatory and Environmental Compliance


Motion Item 5.4

- ☐ RFQ/RFP advertised using BidNet on March 13
- ☐ 53 consultants downloaded RFQ/RFP
- ☐ 3 proposals received on April 17, interviews May 1-3
- ☐ Black and Veatch identified as the most qualified consultant by the interview panel
- ☐ Black and Veatch’s current work
 - Anderson Dam Seismic Improvement Project Program Management/Owner’s Engineer Support
 - Calaveras Dam Replacement Project Construction Management

Additionally,
Extensive experience working with FERC and DSOD



Non-mandatory pre-proposal site visit on March 23




2

2

C. Regulatory and Environmental Compliance

Motion Item 5.4

CM Contract Total Amount: \$14,601,187	
Preconstruction	Construction* (Future)
1 st Year: FY 2023/24	Multi Fiscal Years: 2024/25, 2025/26, 2026/27
<div>\$1,498,623 CM Scope: PM, design review, constructability review, plans preparation, contractor prequal, bid phase support, bid award</div> <div>FY 2023/24 Budget: CIP 8002: \$741,054 Fund Transfer from CIP 8003: \$757,568</div>	<div>\$13,102,654 CM Scope: PM, pre-and construction coordination, construction admin, inspection and testing, construction contract mgmt, claims mgmt, loan support, safety, acceptance tests, startup and supplemental services, close out</div> <div>FY 2024/25 – 2026/27: Additional Funds to be included in Subsequent Fiscal Year Budgets</div>




*Contingent on securing permits, completing consultations, FERC approval to construction

3

Motion Item 5.5

Extraction Barrier and Brackish Water Treatment (EBB) Project Phase 1 Planning, Design, Construction Oversight, and Related Support Services for Groundwater Monitoring Wells at Naval Base Ventura County-Point Mugu

- ❑ Authorize General Manager to Execute a Time & Materials Contract with Jacobs Engineering Group Inc. (Jacobs) for up to \$412,316
 - Help with design of wells and preparation of bidding documents
 - Develop Project Plan for field work, including waste handling and disposal
 - Provide construction oversight during drilling and construction of monitoring wells, disposal of drilling wastes
 - Assist with planning and implementation of aquifer testing




1

Motion Item 5.5

Supporting Information

- ❑ Project type (Strategic Plan alignment): **A. Water Supply + C. Reg. and Env. Compliance**
 - Initially to support design of EBB Water
 - Follow-on use to monitor system during operational phase
 - EBB Water is being developed in partnership with U.S. Navy, with shared benefits
- ❑ Duration: July 2023 to December 2024 (most work in FY 2023/24)
- ❑ Grant funding support: ~60% to be reimbursed by SGM Grant
- ❑ Other considerations:
 - Jacobs has worked extensively at NBVC-Point Mugu, good relationship with Navy
 - Data from wells will improve model calibration in this critical area



2

B.

Motion 5.6

Resolution 2023-11; Adoption of CEQA Notice of Exemption (NOE) for the Replacement of Water Well No. 5 Project

- CEQA Guidelines Sections:
 - 15301 – *Existing Facilities (Class 1)*
 - 15302 – *Replacement or Reconstruction (Class 2)*
- Replacing existing Water Well No. 5 by constructing Water Well No. 20 at the District’s El Rio Facility. This Project is part of a multi-year effort to replace the original El Rio Wells constructed in the 1950s.
- Project completion anticipated for late 2023.



1

MOTION ITEM 5.7

United Water Conservation District

1

1

FIP Background And History



Aging infrastructure and low occupancy rates at Lake Piru Recreation Area



United began planning and evaluating improvement alternatives and objectives for upgrades



Draft conceptual plans prepared at the end of 2021 by RRM Design Group



Stantec was hired in June 2022 to finalize conceptual plan package, evaluate existing utilities, and evaluate costs vs. revenue projections

United Water Conservation District

2

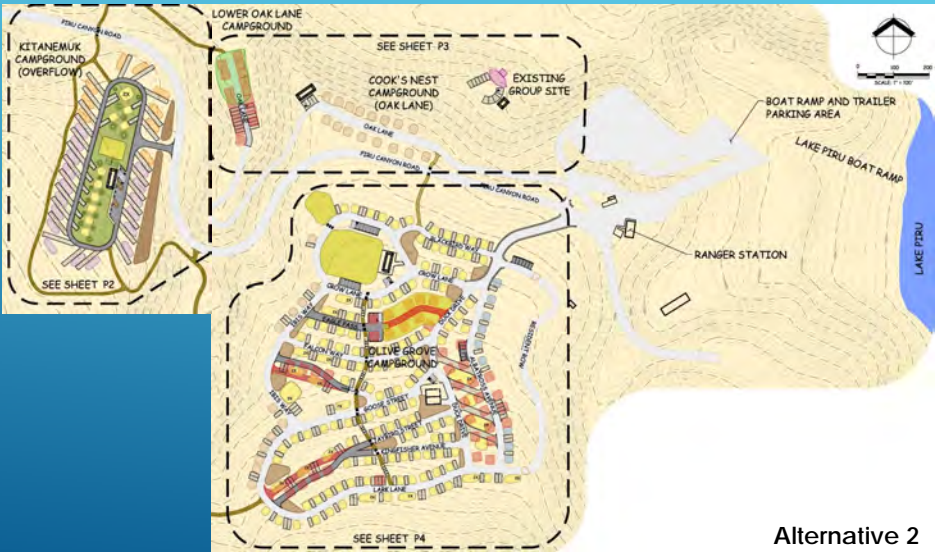
2

Olive Grove Site Modification Alternatives



United Water Conservation District

Preferred Alternative



United Water Conservation District

Alternative 2

Preferred Alternative

PIRU CAMPGROUND CAMPSITE IMPROVEMENT SUMMARY (ALTERNATIVE #2)								
	OLIVE GROVE CAMPGROUND		OAK LANE CAMPGROUND		RV CAMPGROUND		TOTAL CAPACITY*	
	# EXISTING	# PROPOSED*	# EXISTING	# PROPOSED*	# EXISTING	# PROPOSED*	# EXISTING	# PROPOSED*
PRIMITIVE CAMPSITES	93	12	32	16	0	0	125	28
DOUBLE PRIMITIVE CAMPSITES	0	0	0	0	0	0	0	0
ELECTRIC HOOK-UP CAMPSITES	96	110	0	0	0	9	96	119
DOUBLE ELECTRIC HOOK-UP CAMPSITES*	0	32	0	0	0	2	0	34
TRIPLE ELECTRIC HOOK-UP CAMPSITES*	0	3	0	0	0	0	0	3
FULL HOOK-UP CAMPSITES	9	9	0	0	0	0	9	9
ELECTRIC HOOK-UP RV CAMPSITES	0	0	0	0	0	9	0	9
FULL HOOK-UP RV CAMPSITES	0	0	0	0	0	17	0	17
TOTAL*	198	166	32	16	0	37	230	219

*Double sites and triple sites counted as 2 and 3 sites, respectively, for capacity

5

Preferred Alternative – Construction Budget

Phase	Estimated Alternative 2 Construction Budget
1 – Overflow	\$5.1M
2 – Olive Grove	\$8.3M
3 – Oak Lane	\$1.4M
Design, permitting, etc. (approx. 15%)	\$1.7M
Construction Admin (Approx. 10%)	\$1.2M
Total Project Budget	\$17.7M

6

Next Steps

- Review Lake Piru Recreation Plan with County of Ventura to seek input on concept plan
- Board approval of FIP Alternative 2 – advance to 30 percent design

United Water Conservation District

7



Board of Directors
Bruce E. Dandy, President
Sheldon G. Berger, Vice President
Lynn E. Maulhardt, Secretary/Treasurer
Mohammed A. Hasan
Catherine P. Keeling
Gordon Kimball
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
SPECIAL BOARD MEETING
Monday, June 19, 2023, 5:00 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

DIRECTORS IN ATTENDANCE

Bruce E. Dandy, Board president
Sheldon G. Berger, Board vice president
Lynn E. Maulhardt, Board secretary/treasurer
Mohammed A. Hasan, director
Gordon Kimball, director
Daniel C. Naumann, director

DIRECTORS ABSENT

Catherine P. Keeling, director

STAFF IN ATTENDANCE

Mauricio Guardado, general manager
David Boyer, legal counsel
Marissa Caringella, environmental services manager
Zachary Plummer, technology systems manager
Ed Reese, technology systems specialist
Kris Sofley, executive assistant/clerk of the Board

PUBLIC IN ATTENDANCE

Tara Bravo Mulally, senior vice president, CV Strategies

1. OPEN SESSION 5:08 P.M.

A. Public Comments

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

B. Pledge of Allegiance

President Dandy asked Director Maulhardt to lead everyone in reciting the Pledge of Allegiance.

President Dandy welcomed Tara Mulally and invited her to present her proposal to the Board.

**C. United Water Conservation District Media and Public Outreach Proposal
Motion**

CV Strategies Senior Vice President Tara Bravo Mulally presented an overview of the CV Strategies team, stressing that all work is done in-house and that, if accepted by the Board, she would personally serve as project manager for this expanded level of outreach and public relations/education service to the District. (see slides attached)

Ms. Mulally addressed initial planning, including the development of an editorial and event calendar as well as an ad buy calendar which would tie into social media.

She also stressed how this expanded proposal would elevate awareness among the core community and would also reach and educate voters and the media, too. The proposal was divided into District Visibility, Lake Piru Marketing, Industry Outreach and Legislative Support, which Ms. Mulally said her agency was already providing to the District, but the proposal also expands into Social Media, including consistent and timely posts communicating the value of the organization, road show development which would include presentations to various organizations and agencies throughout the county, the writing and dissemination of press releases (approximately one per month), and the development of a District Brochure.

Ms. Mulally also suggested a video series, a trial run post card mailing, to 1,000 residents initially within a targeted sample area to determine the response rate; an ad campaign to convey the value of service (using a QR code for access and information); offering facilities tours to schools, colleges and service organizations like Rotary Club and others; District meet and greets and spokesperson training for all Board members to insure that the messaging is consistent with the District's goals and objectives.

She also addressed Industry Outreach, leveraging speaker opportunities and use of LinkedIn, ACWA News, CSDA and other industry media outlets. Legislative support was also addressed, including quarterly press releases specifically targeting media in the Sacramento area.

The Board members asked Ms. Mulally questions and shared comments and opinions among themselves. President Dandy reminded the Board that they had requested this presentation on how to expand District awareness and for an update and options going forward. He then suggested that the Board ask the GM to negotiate with CV Strategies, and that he appreciates Ms. Mulally taking the time to share her vision. Ms. Mulally thanked the Board for their time and said she would have multiple options for their consideration the next time they meet.

ADJOURNMENT 6:41 P.M.

President Dandy adjourned the special meeting at 6:41p.m. to the next **Regular Board Meeting scheduled for Wednesday, July 12, 2023**, or 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 19, 2023.

ATTEST: _____
Lynn E. Maulhardt, Board Secretary

ATTEST: _____
Kris Sofley, Clerk of the Board

June 19, 2023




United Water Conservation District

Increasing District Visibility

CV STRATEGIES


LOS ANGELES • PALM DESERT • SACRAMENTO

1




We are a modern, forward-thinking full-service agency.


The CV Strategies Nexus




We Know Public Agencies.




We Know The Region.



We Are Skilled Storytellers.




We Think Holistically.




We Do All Our Work In House.

2



Project Team



Executive Leadership: Erin LaCombe

Project Manager: Tara Bravo

Copywriter: Nisha Ajmani

Social Media/Analytics: Renie Simone

Event Support: Beatrice Eslamboly

Video: Shawn Harkness

Graphics: Lynn Oliva

Web: Jacob Morrison

3

3

WE DO ALL OUR WORK IN HOUSE



Strategic Counsel



Legislative Support



Media Relations



Collateral Development



Design Services



Community Meetings



Photography & Video Services



Training




Surveys & Analysis



Translation

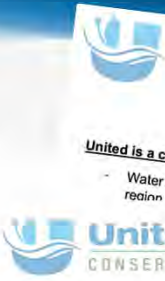
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4



Initial Planning

- Stakeholder Poll
- Key Messages
- Editorial & Events Calendar
- Weekly Meetings
- Quarterly Board Updates
- Ad Buy Calendar



United is a community partner that ensures you have water every day.

Water supplied by United Water Conservation District

United supplies water to Ventura County.

- Nearly 400,000 residents of Ventura County rely on water from United Water Conservation District for drinking, cooking, and bathing.
- UWCD secures water for homes, businesses, farms, and operations in the cities of Oxnard, Port Hueneme, Ventura, Santa Paula, and Fillmore, as well as Naval Base Ventura County and several mutual water districts, farms, and individual pumps.
- United provides surface water for the irrigation of acres of farmland, which grows the food that helps feed the country.
- The District delivers treated drinking water to the cities of Oxnard and Port Hueneme.
- The local groundwater supply safeguarded by United benefits residents because it is the least expensive source and the most reliable during drought.
- United provides communities, schools, and agriculture with a local water source, allowing the region to be less dependent on imported water from the State Water Project (SWP), which is more expensive.


Board of Directors:
Brent E. Deady, President
Sheldon G. Berger, Vice President
Lynn E. Mailland, Secretary/Treasurer
Maurice A. Huan
Edwin T. McFadden III
Michael W. Mobley
David C. Neumann

General Manager:
Marcelo E. Quintana

Legal Counsel:
David G. Rogers


5

5




Core Initiatives


District Visibility




Lake Piru Marketing



Industry Outreach



Legislative Support



6

6



District Visibility: Milestones



- Social Media Audit
- Road Show Development
- District Brochure
- Press Releases/Op-Eds
- Video Series
- Postcard Trial Run
- Ad Campaign
- Facility Tours
- District Meet & Greets
- Spokesperson Training

7

7



Lake Piru Marketing: Milestones



- Social Media Audit
- Monthly E-Blast, Email Database management
- Press Releases
- Event Booth Facilitation
- Ad Campaign
- Influencer Marketing Management
- Promotional Item Procurement (Merch Store)

8

8



Industry Outreach: Milestones



- Speaker Opportunities
- Initiative Factsheets
- Social Media Industry Post Calendar
- PowerPoint Presentation Support

9

9



Legislative Support: Milestones



- Talking Points
- Key Issue Factsheets
- Legislative Brochure/Packet
- Targeted Digital Ads
- Video Series
- Press Releases (for Sacramento Distribution)

10

10

The CV Strategies Advantage



**HOLISTIC
ATTITUDE**



**COLLABORATIVE
PROCESS**



**CUSTOMIZED
APPROACH**



**LEADING
EXPERTS**

11

Questions?

CV STRATEGIES

LOS ANGELES • PALM DESERT • SACRAMENTO

12



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
John Lindquist, Water Resources Supervisor

From: Kathleen Kuepper, Hydrogeologist
Bram Sercu, Senior Hydrologist

Date: July 5, 2023 (July 12, 2023 Meeting)

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

Staff Recommendation:

The Board will receive and file the Monthly Hydrologic Conditions Report for the District for the month of June 2023.

Summary:

Diversions, Recharge and Ag Pipeline Deliveries for Month of June 2023*

Activity	Amount (acre-feet)
Total Diversions at Freeman Diversion	14,656
Lloyd-Butler Mutual Water Company surface water use	17
Recharge to Saticoy basins (metered + unmetered)	5,158
Recharge to Noble and Rose basins	2,480
Recharge to El Rio basins	6,114
Total Ag Pipeline Deliveries of water diverted at Freeman	887
Total Ag Pipeline Deliveries of water pumped from Saticoy Well Field	0
Recharge to Piru spreading grounds	0

*Provisional data. Final data are made available in the September Hydrologic Conditions Report of each water year.

Groundwater Basin Available Storage at End of Month of June 2023

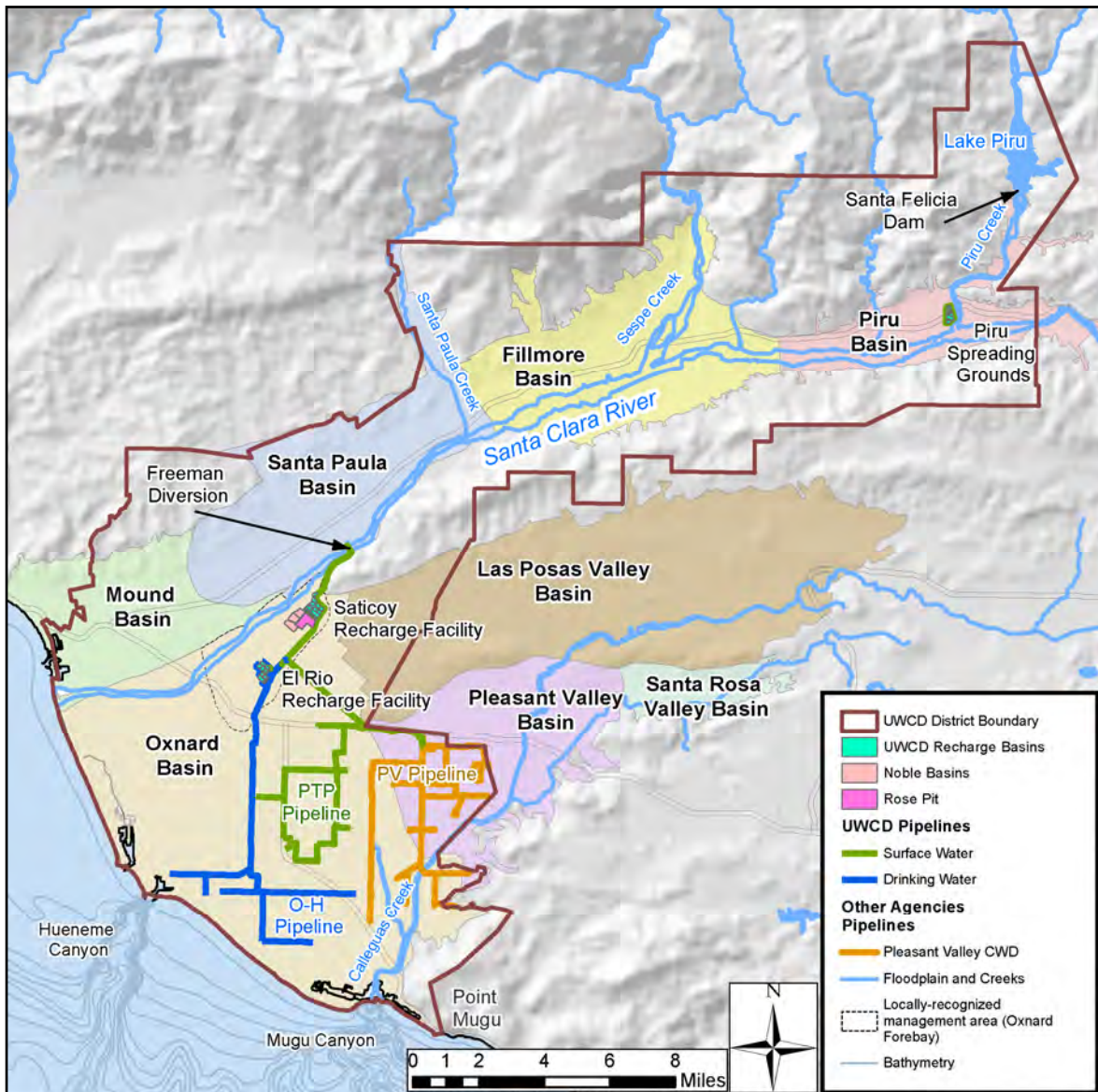
Basin	Available Storage (acre-feet)
Oxnard Forebay	42,600

Precipitation for Month of June 2023

Location	Precipitation (inches)
Lake Piru	0.04
Santa Paula	0.24
El Rio	0.08

June 2023 Hydrologic Conditions Report 2022/23 Water Year

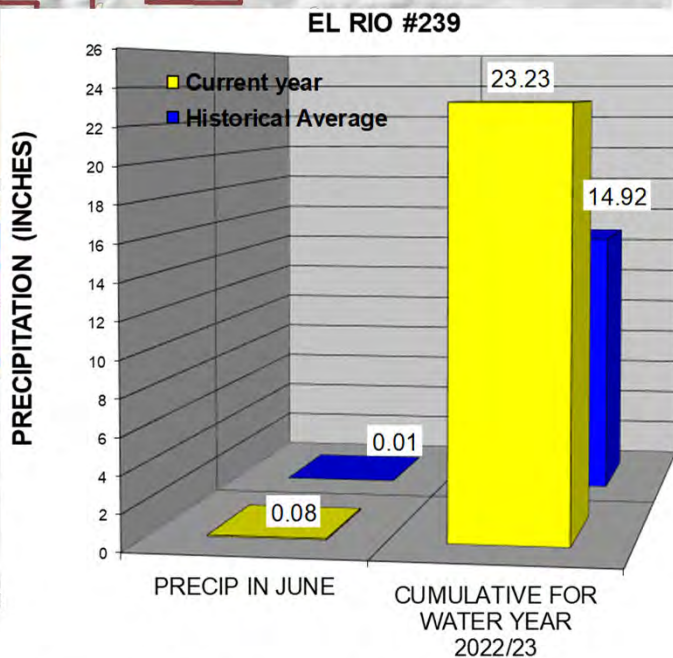
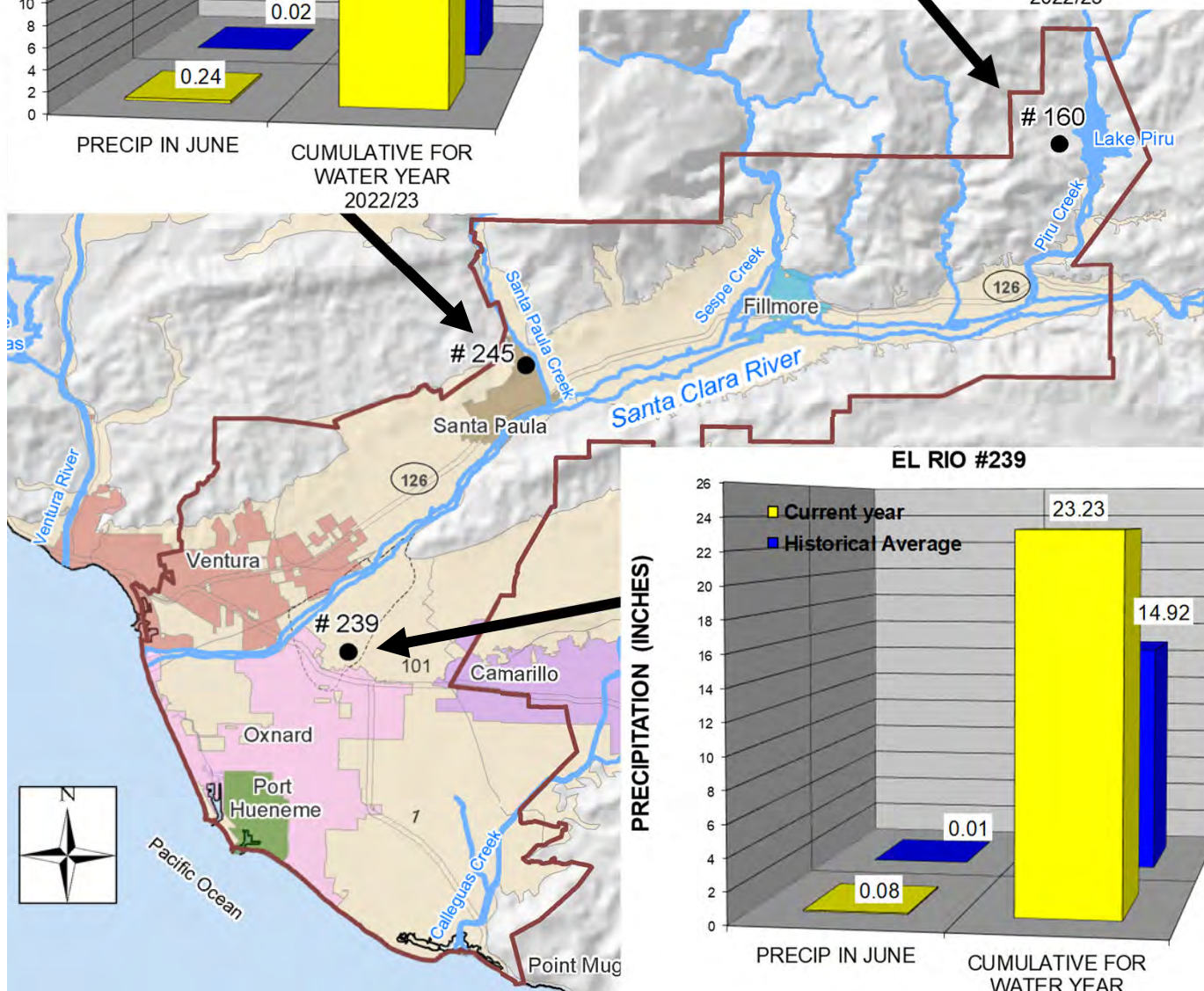
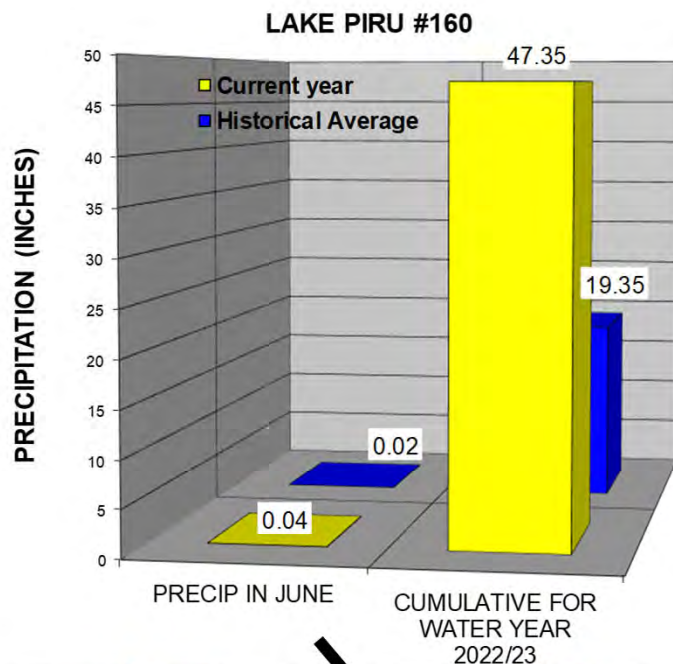
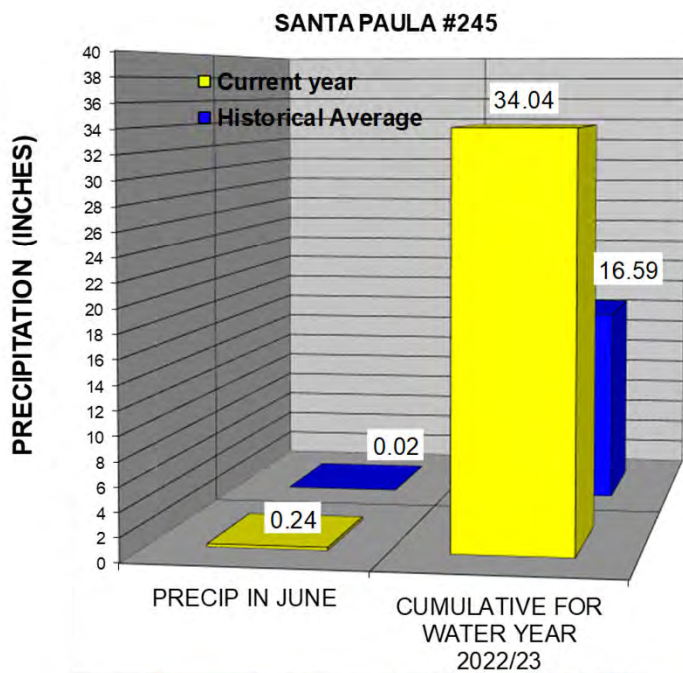
July 5, 2023



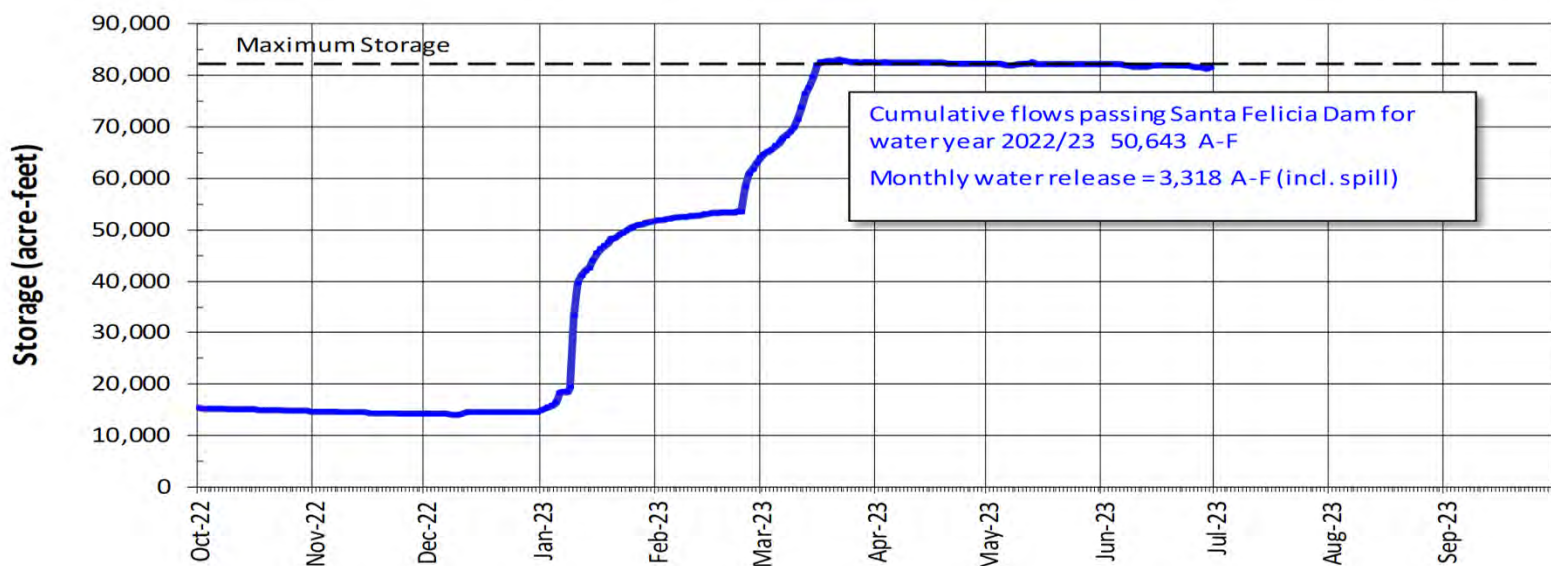
Note: This report may contain provisional data until final review at the end of the water year.

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Precipitation

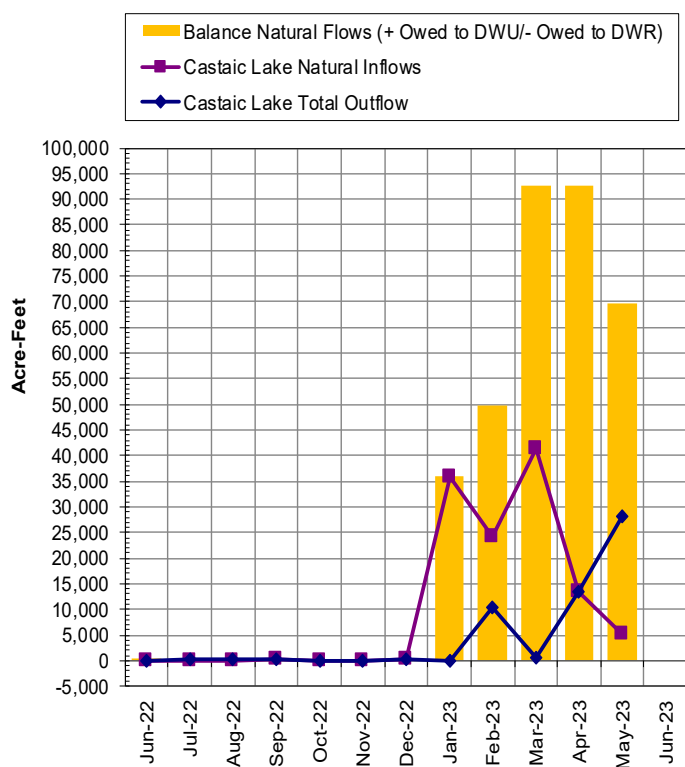


District-wide percent of normal precipitation = 206%

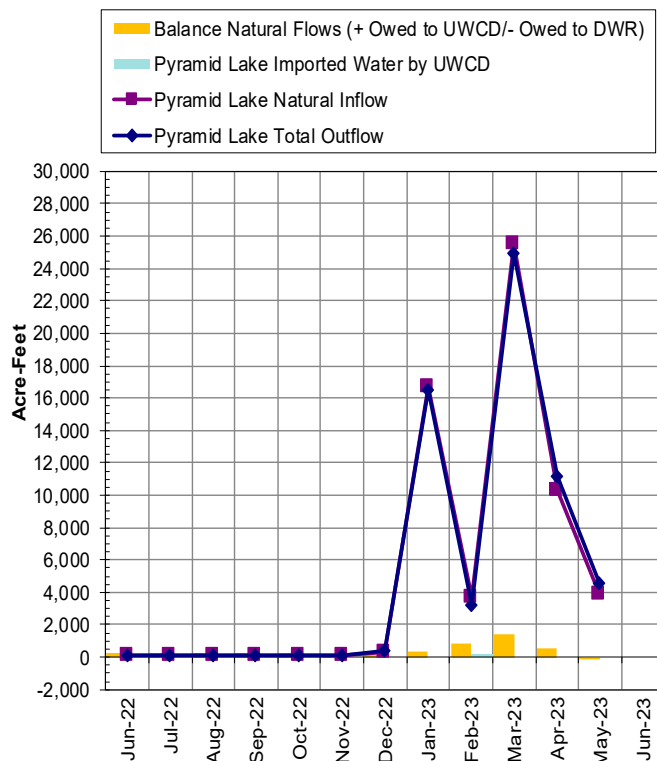


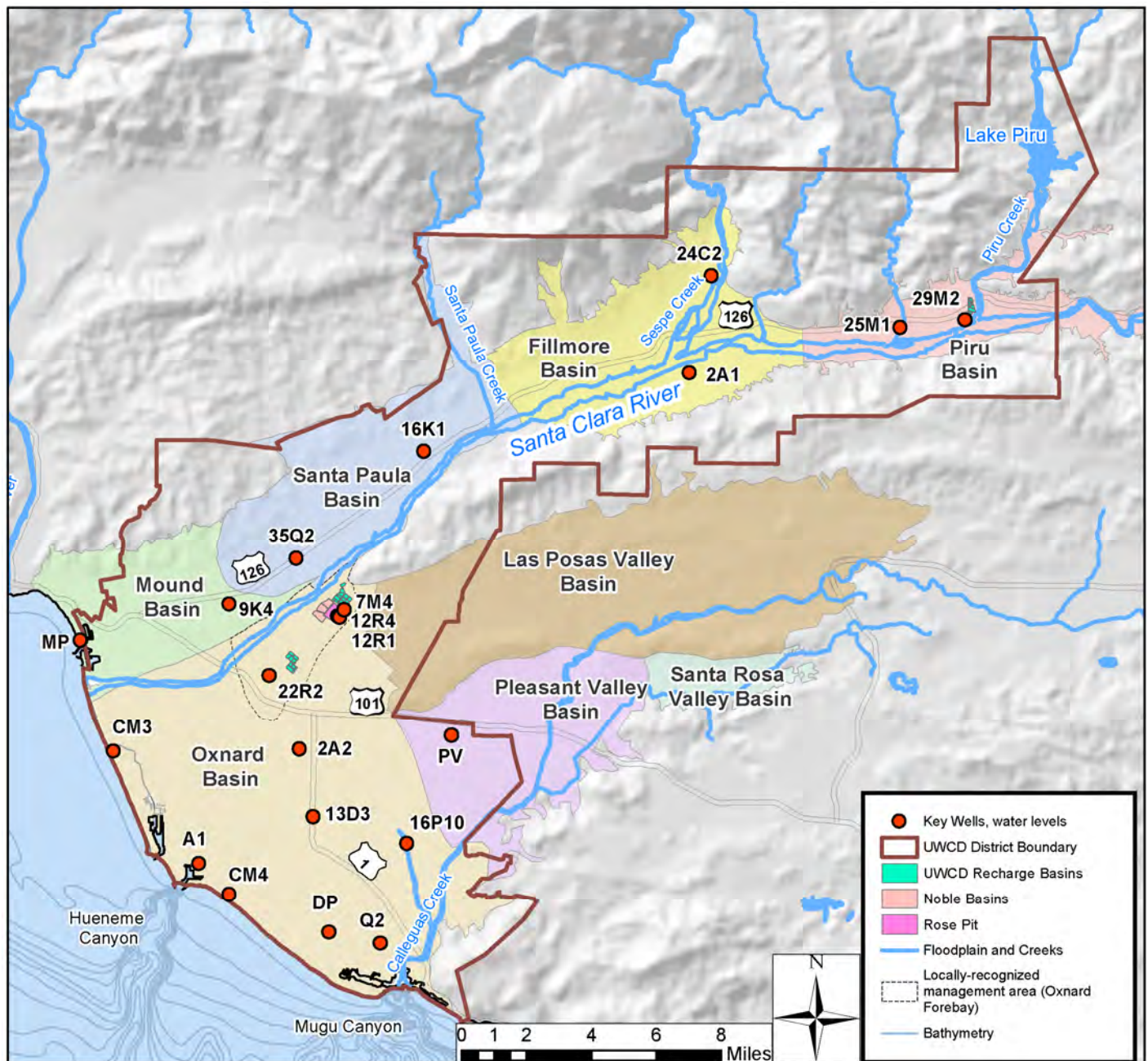
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	0	0	0	0	0	0	0	0	0			
Cumulative Hydro Plant Outflow (A-F)	0	0	0	0	0	0	0	0	0			

Castaic Lake releases to downstream water users (DWU)



Pyramid Lake releases to UWCD

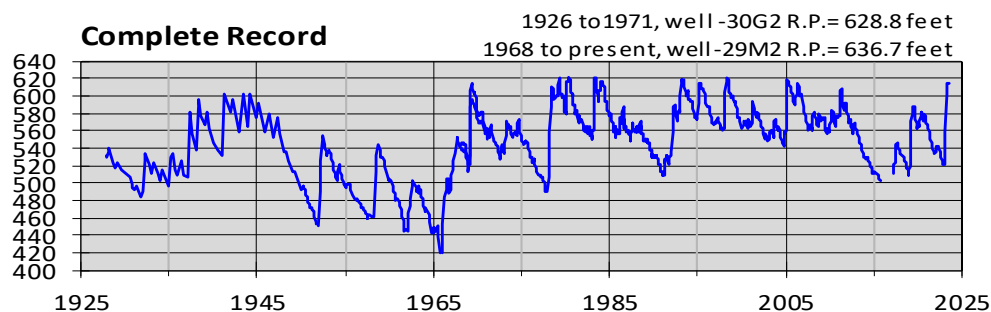
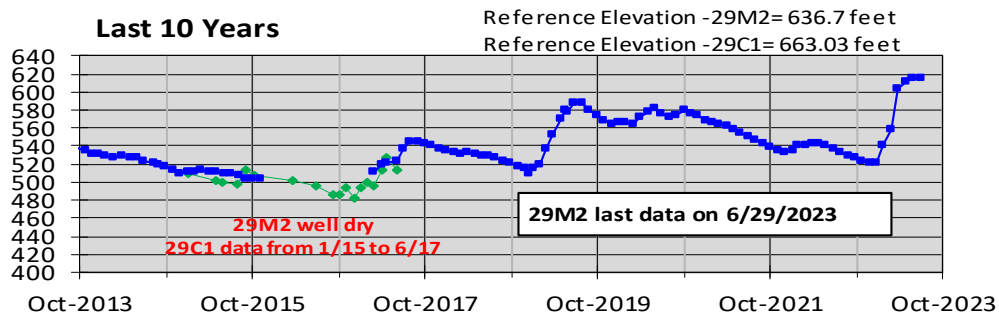




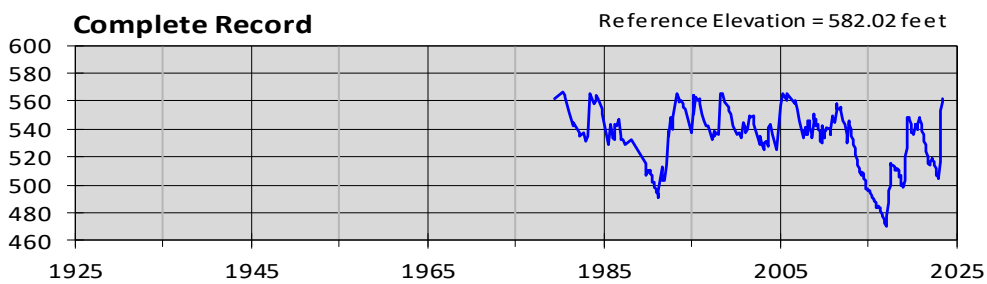
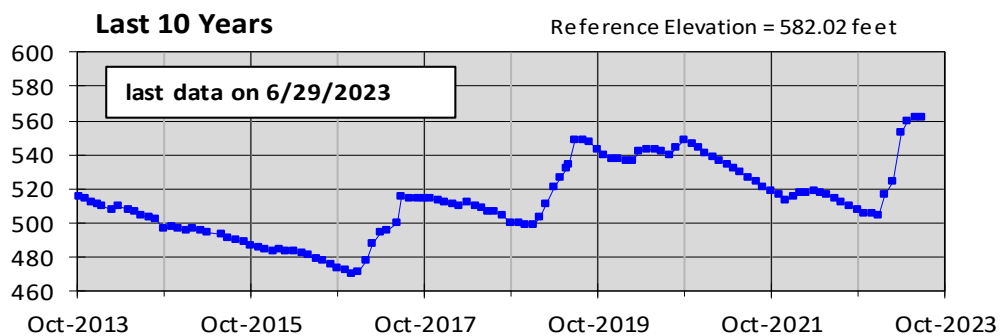
Locations of Key Wells, Monthly Groundwater Elevation Monitoring

Groundwater Elevation Records – Piru Basin

Well 04N18W29M02S (29M2)



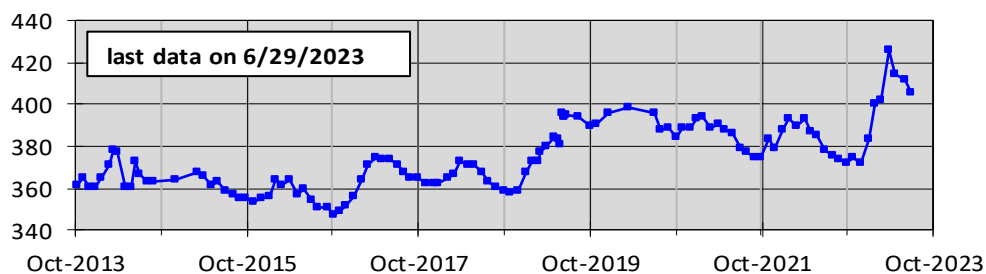
Well 04N19W25M01S (25M1)



Groundwater Elevation Records – Fillmore Basin

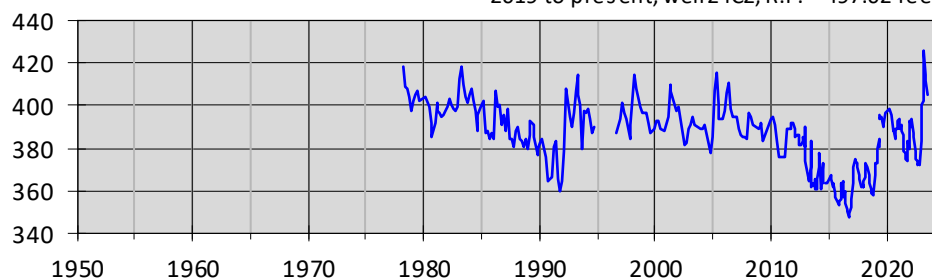
Well 04N20W24C02S (24C2)

Last 10 Years



Complete Record

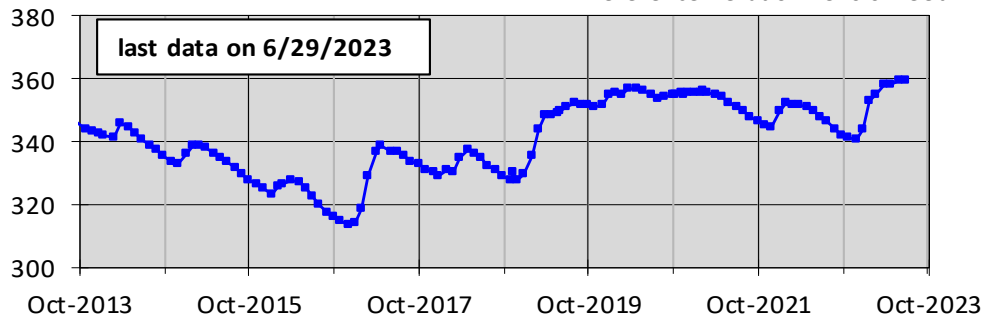
1978 to 2014, well 23Q2, R.P. = 513.99 feet
2015 to 2019, well 23N1, R.P. = 559.00 feet
2019 to present, well 24C2, R.P. = 497.02 feet



Well 03N20W02A01S (2A1)

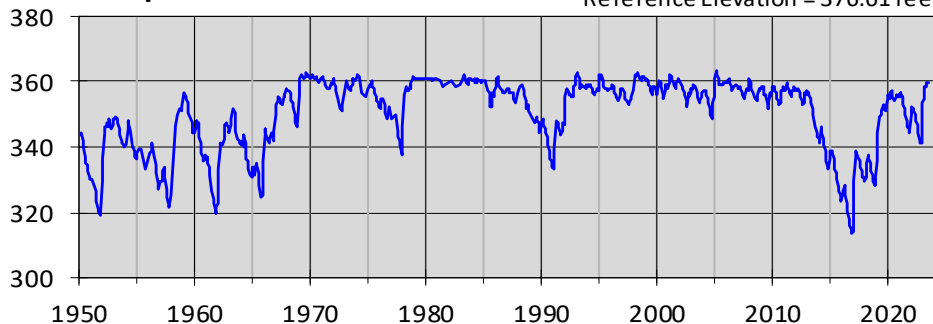
Last 10 Years

Reference Elevation = 376.61 feet

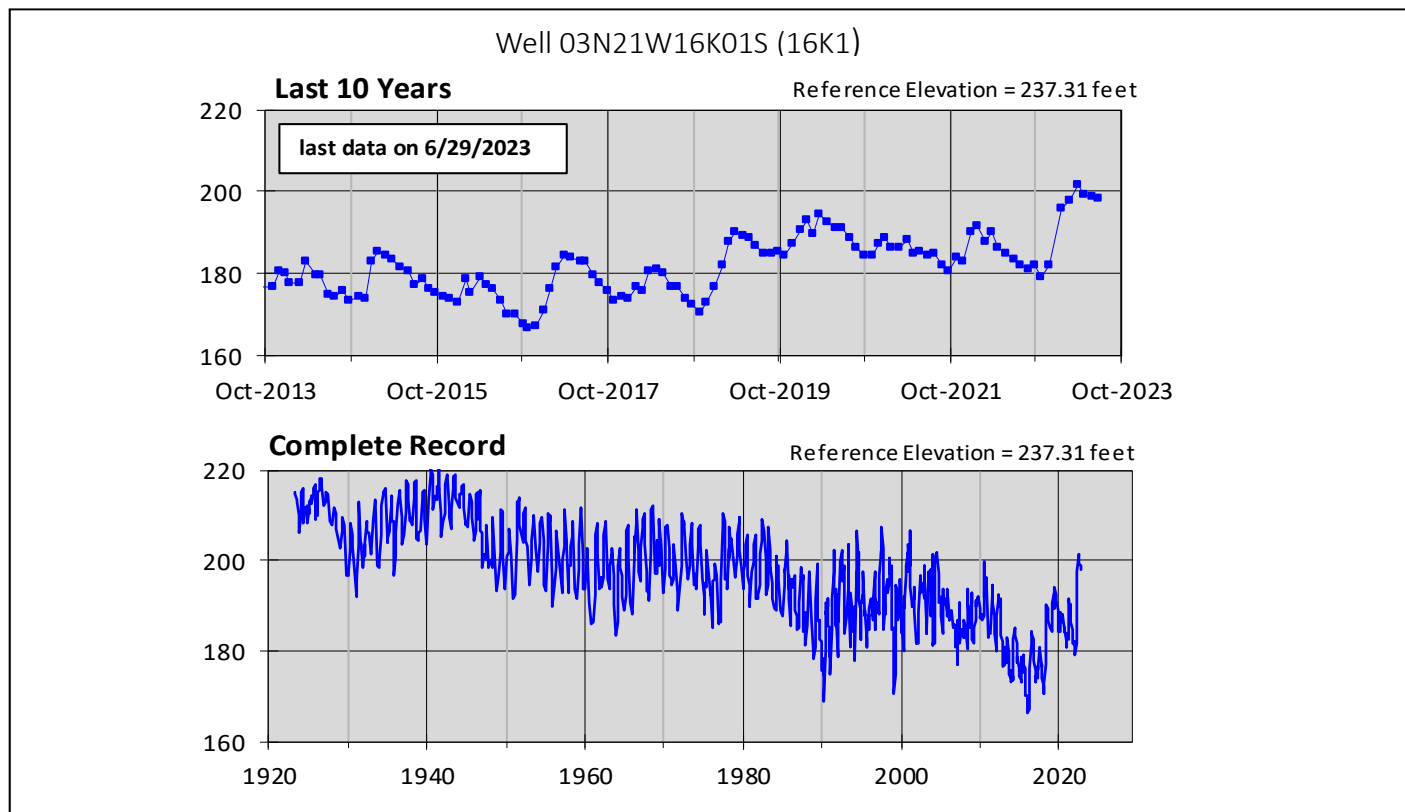


Complete Record

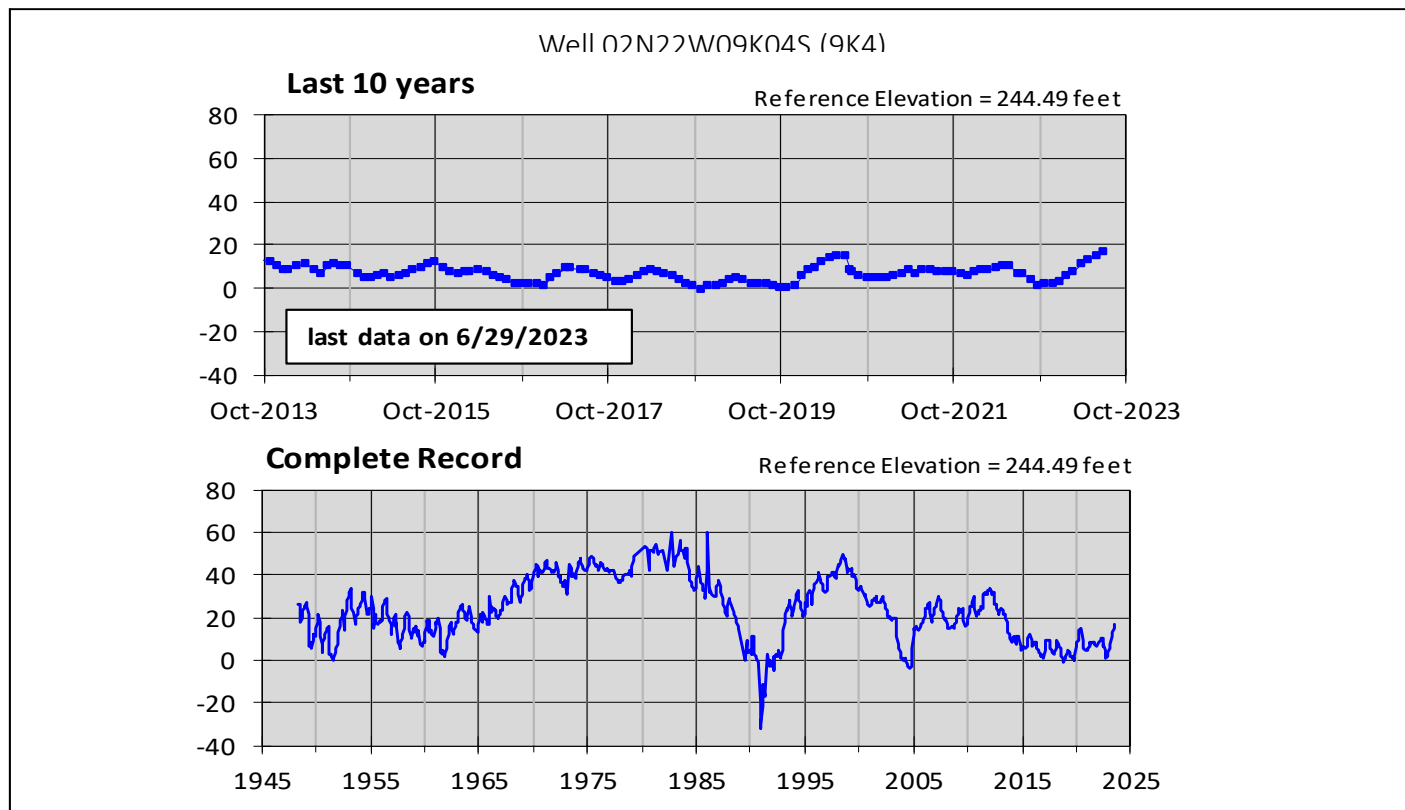
Reference Elevation = 376.61 feet



Groundwater Elevation Records – Santa Paula Basin



Groundwater Elevation Records – Mound Basin

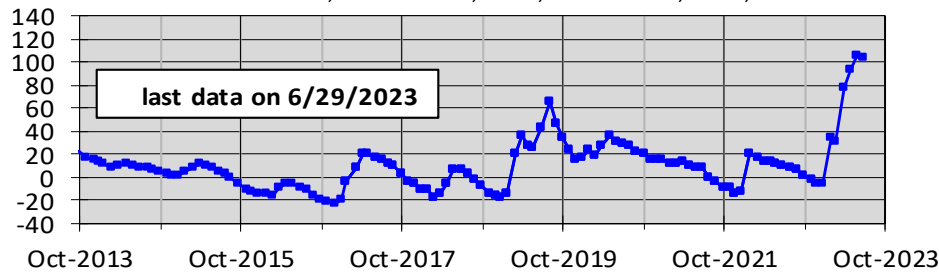


Groundwater Elevation Records – Oxnard Basin, Forebay

Wells 02N22W12R01S (12R1), 02N22W12R04S (12R4), and 02N21W07M04S (7M4)

Last 10 Years

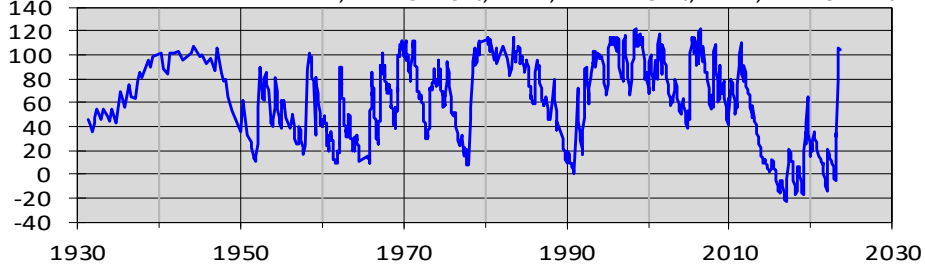
-12R1; RP = 134.19 ft; - 7M4; RP = 142.84 ft; -12R4; RP = 137.11 ft



Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

Complete Record

-12R1; RP = 134.19 ft; - 7M4; RP = 142.84 ft; -12R4; RP = 137.11 ft

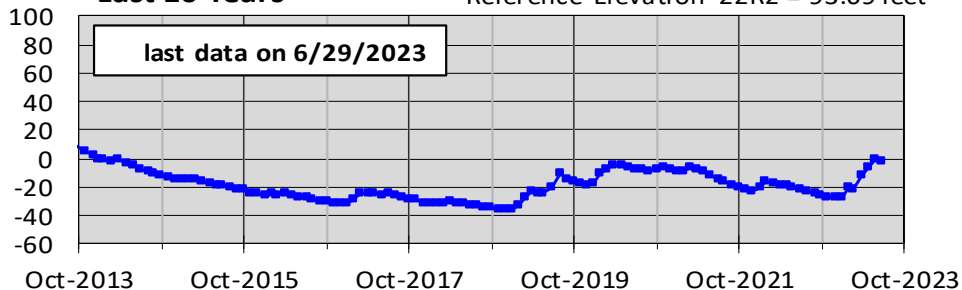


Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

Well 02N22W22R02S (22R2)

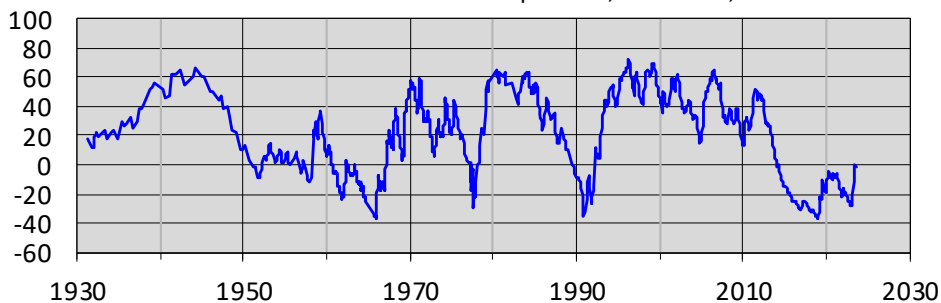
Last 10 Years

Reference Elevation -22R2 = 93.09 feet

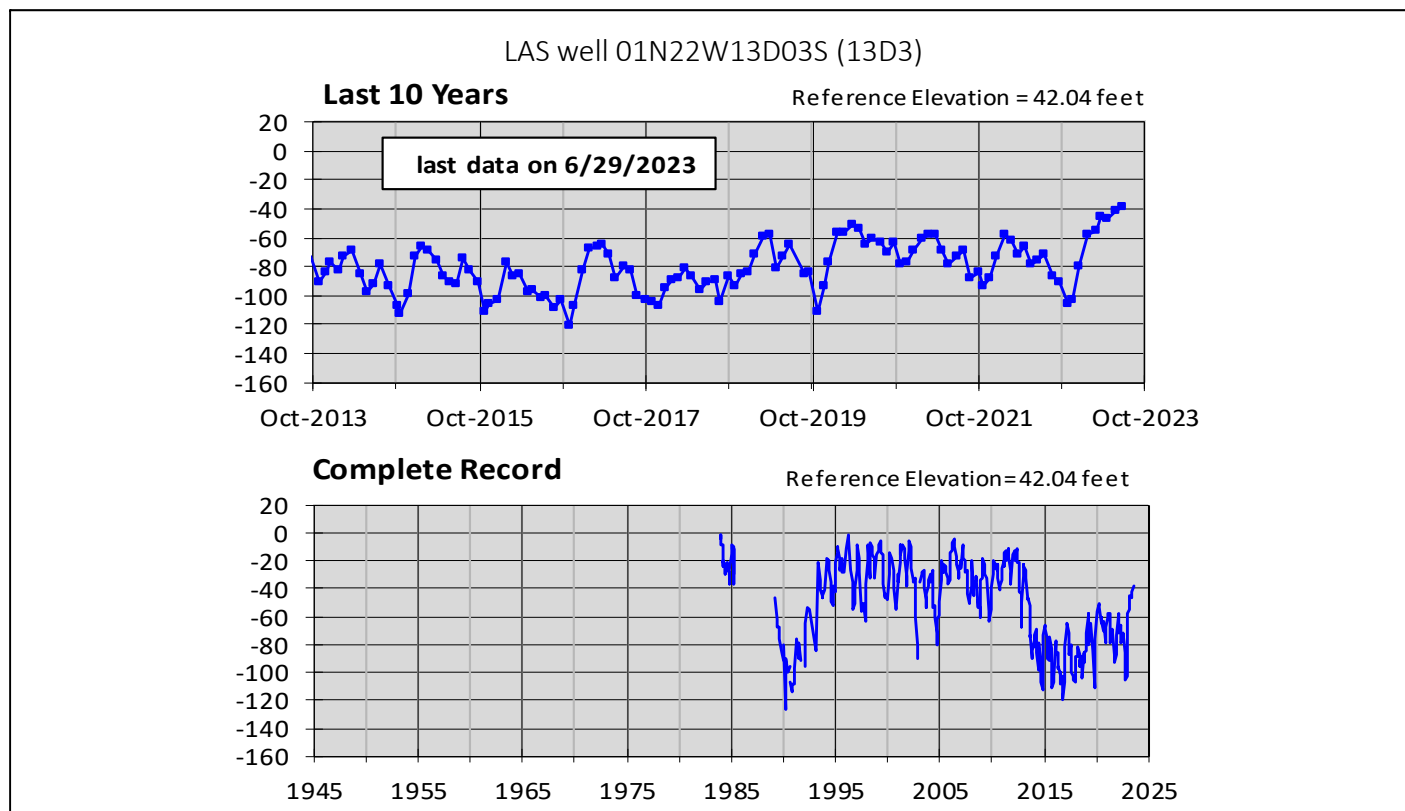
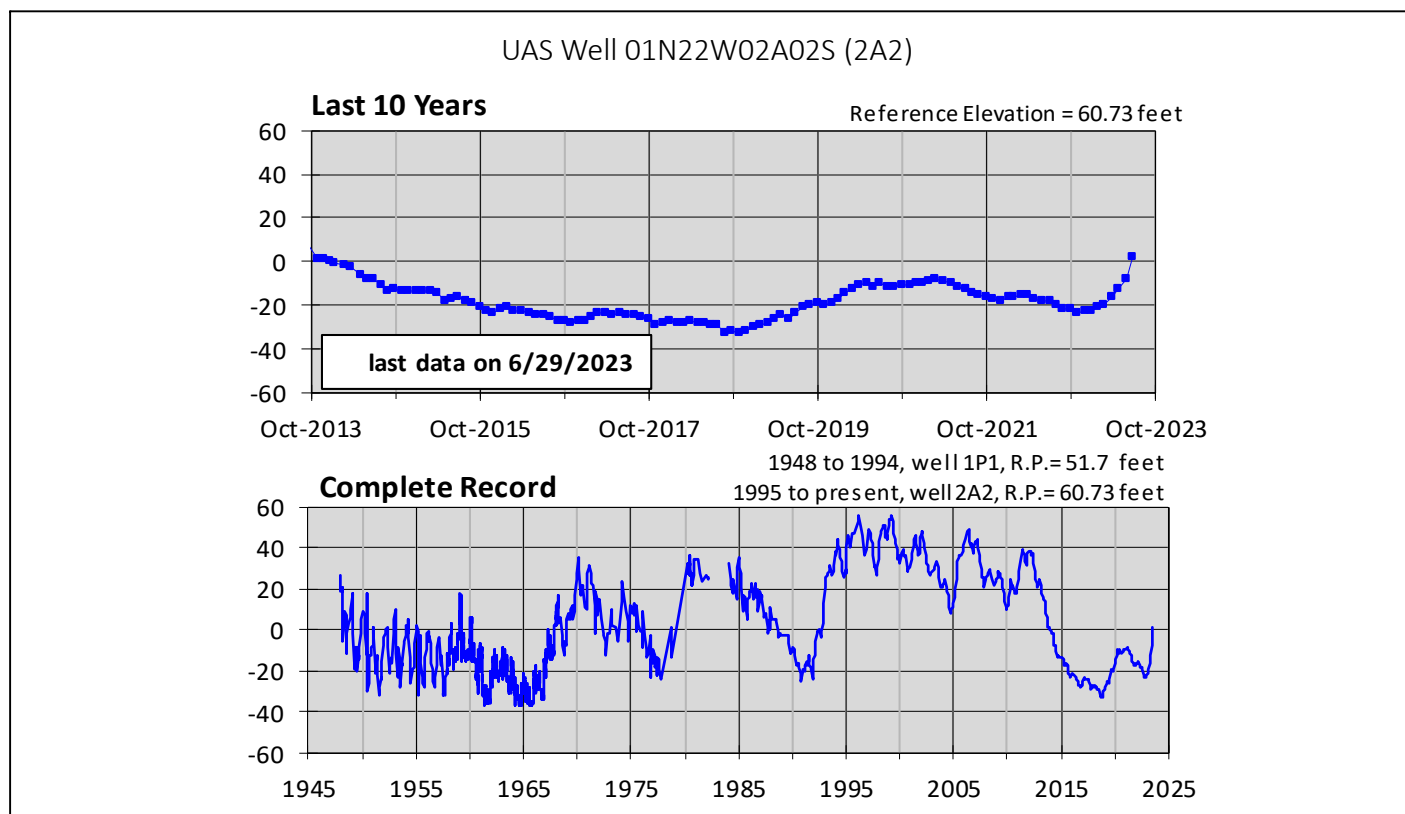


Complete Record

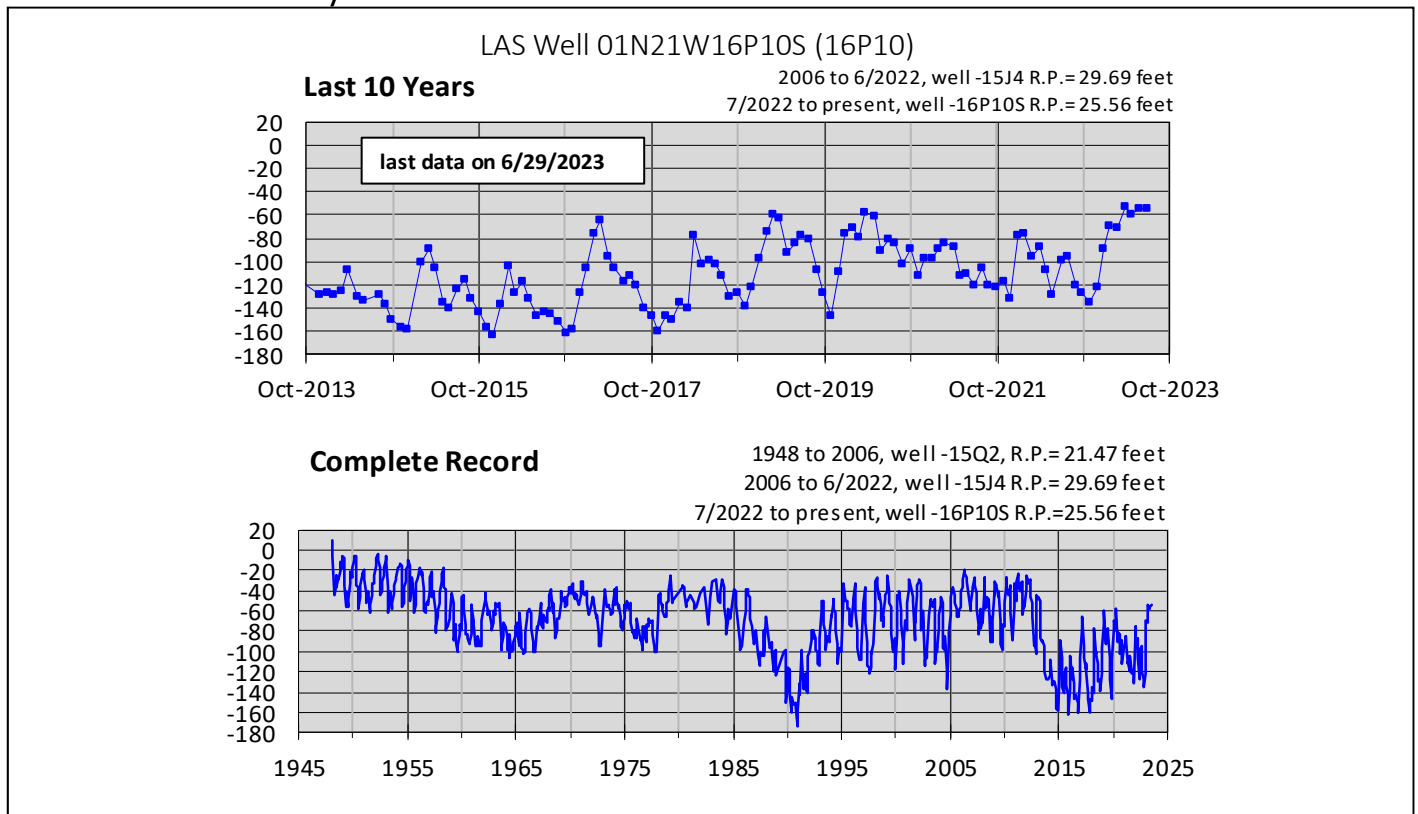
1931 to 2004, well -22R1, RP = 93.6 feet
2004 to present, well -22R2, RP = 93.09 feet



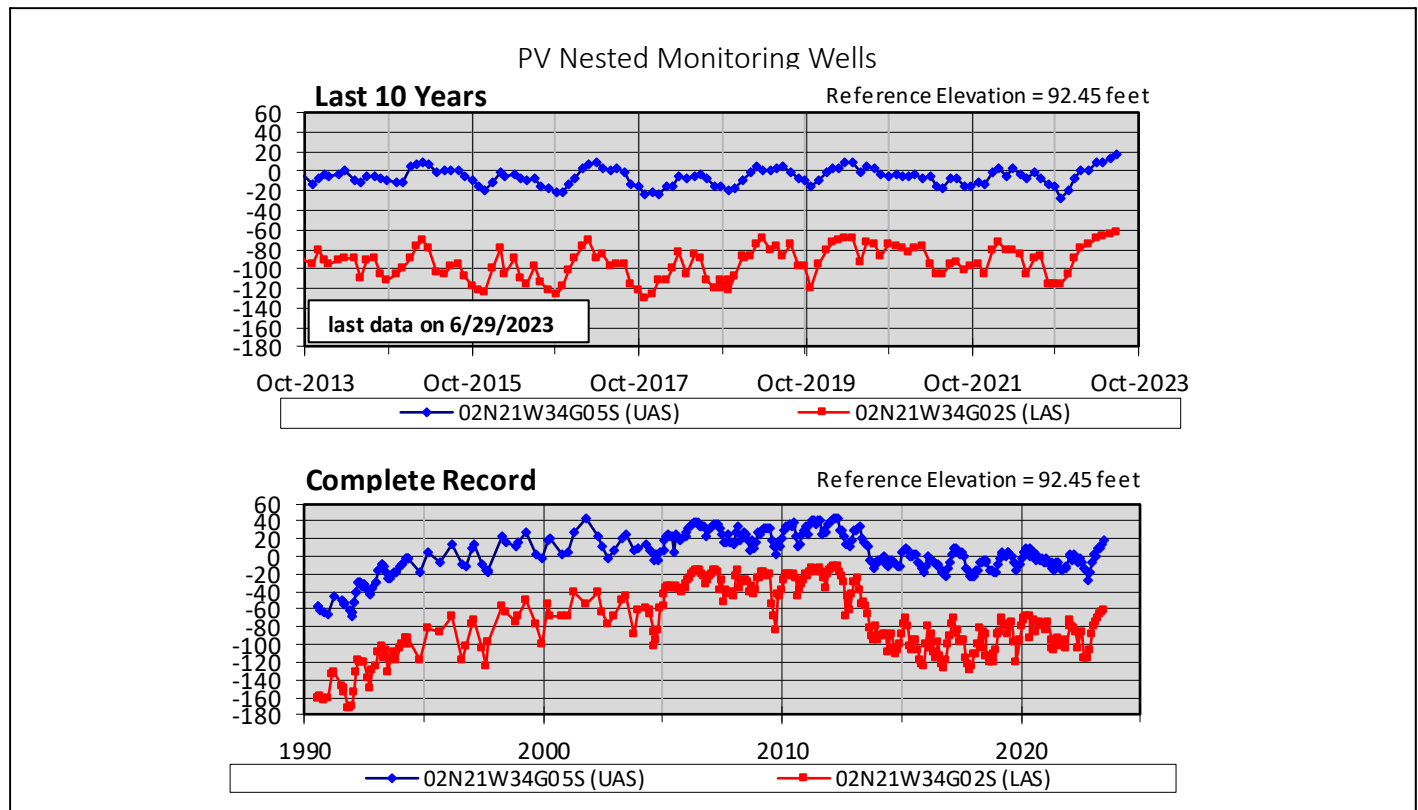
Groundwater Elevation Records – Oxnard Basin



Groundwater Elevation Records – eastern Oxnard/Pleasant Valley Basin Boundary Area

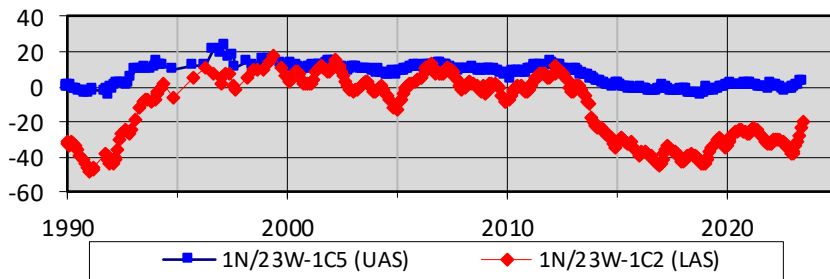


Groundwater Elevation Records – Pleasant Valley Basin

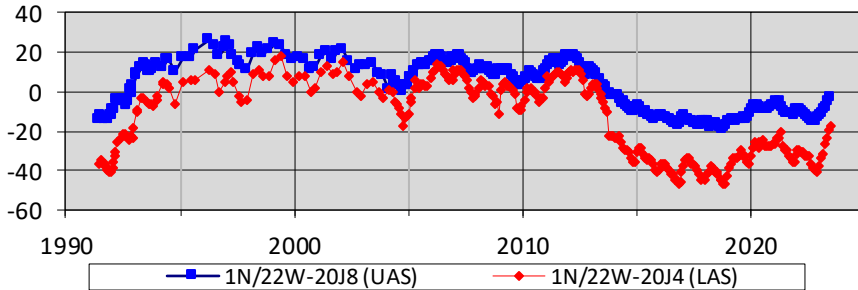


Groundwater Elevation Records – Coastal Nested Monitoring Wells

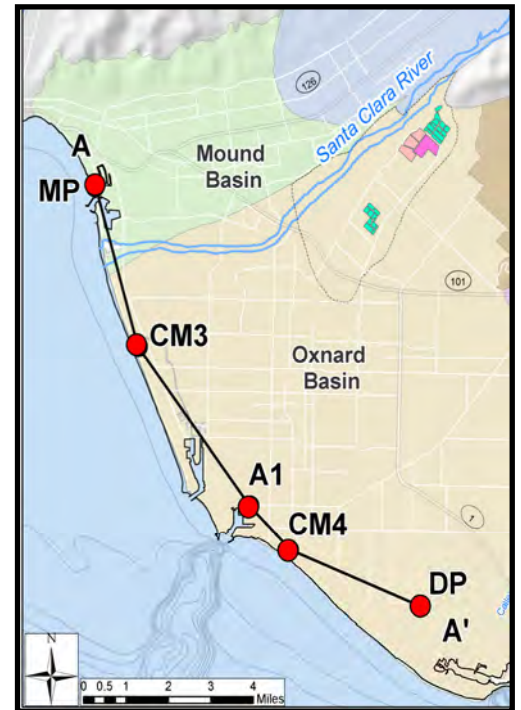
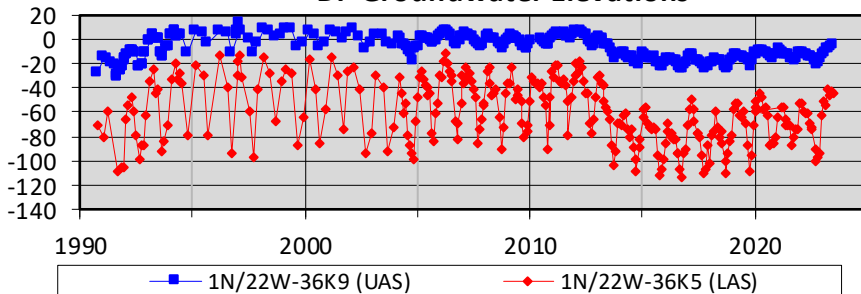
CM3 Groundwater Elevations



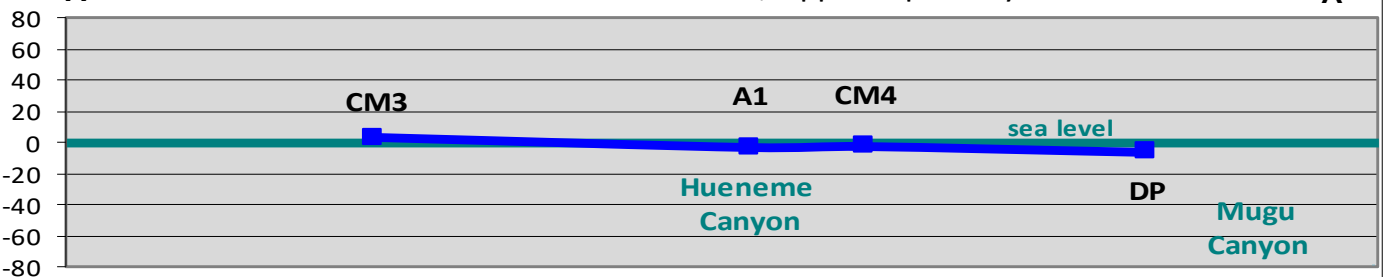
A1 Groundwater Elevations



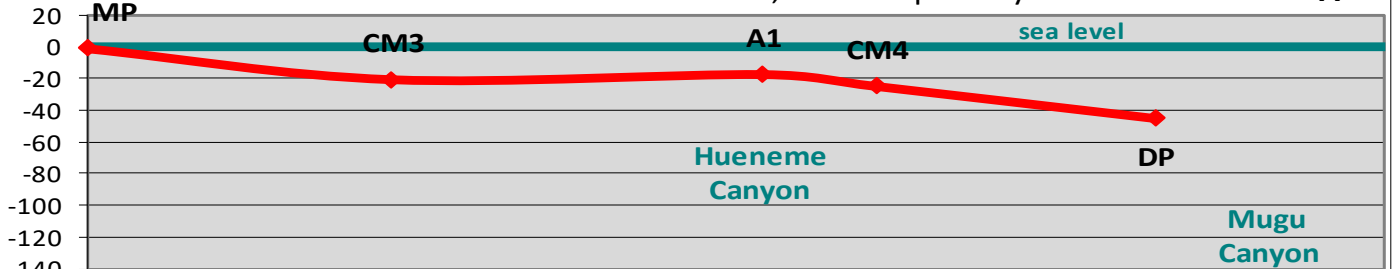
DP Groundwater Elevations



A Coastal Groundwater Elevation Transect, Upper Aquifer System A'



A Coastal Groundwater Elevation Transect, Lower Aquifer System A'



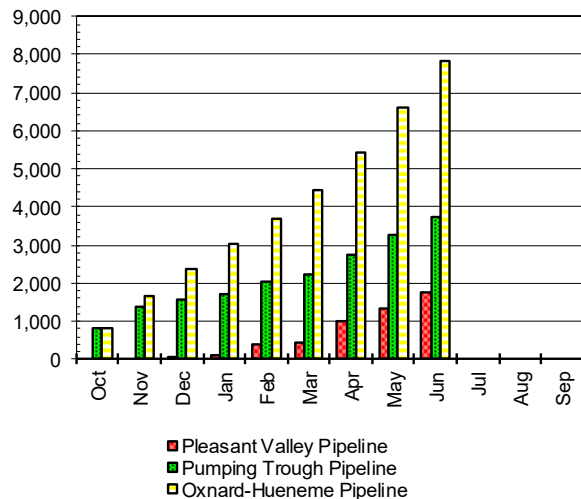
Monthly Water Deliveries, acre-feet (Water Year 2022/23)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	0.0	0.0	7.9	84.3	312.8	18.9	598.8	330.0	425.1			
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	0.0	0.0	7.9	84.3	312.8	18.9	598.8	330.0	425.1			
PTP (surface water)	0.0	0.0	64.5	143.7	207.7	186.7	507.1	538.9	461.6			
PTP (PTP 1-5)	706.9	500.4	145.6	0.0	117.3	9.1	2.2	0.3	6.5			
PTP (OH-12/13)	116.5	32.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
PTP (Saticoy well field)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total PTP	823.4	532.5	210.1	143.7	325.0	195.8	509.3	539.2	468.1			
C-customers (surface water)	0	0	0	0	0	0	0	0	0			
Saticoy Well Field (groundwater)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
O-H Pipeline (groundwater)	835.8	818.2	713.2	643.3	700.3	730.8	986.3	1,175.4	1,233.1			
Total Surface Water Delivery (PTP, PV, c-cust)	0.0	0.0	72.4	228.0	520.5	205.6	1,105.9	868.9	886.7			
Total Groundwater Delivery (PTP, OH, Sat)	1,659.2	1,350.7	858.8	643.3	817.6	739.9	988.5	1,175.7	1,239.6			
Total Delivery (surface water, groundwater)	1,659.2	1,350.7	931.2	871.3	1,338.1	945.5	2,094.4	2,044.6	2,126.3			

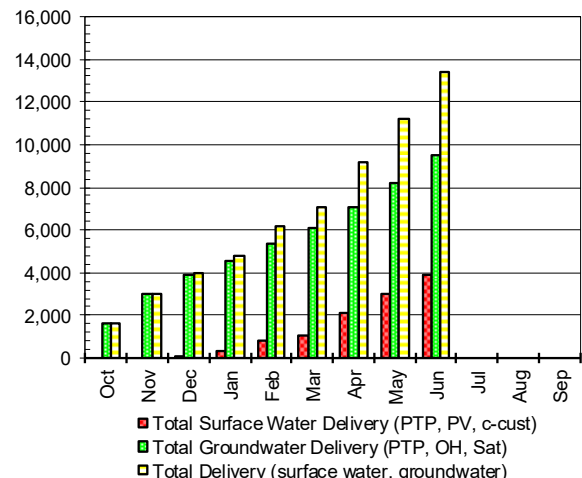
Cumulative Water Deliveries, acre-feet (Water Year 2022/23)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	0.0	0.0	7.9	92.2	405.0	423.9	1,022.7	1,352.7	1,777.8			
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	0.0	0.0	7.9	92.2	405.0	423.9	1,022.7	1,352.7	1,777.8			
PTP (surface water)	0.0	0.0	64.5	208.2	415.9	602.6	1,109.7	1,648.6	2,110.2			
PTP (PTP 1-5)	706.9	1,207.3	1,352.9	1,352.9	1,470.2	1,479.3	1,481.5	1,481.8	1,488.3			
PTP (OH-12/13)	116.5	148.6	148.6	148.6	148.6	148.6	148.6	148.6	148.6			
PTP (Saticoy well field)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Total PTP	823.4	1,355.9	1,566.0	1,709.7	2,034.7	2,230.5	2,739.8	3,279.0	3,747.1			
C-customers (surface water)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Saticoy Well Field (groundwater)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
O-H Pipeline (groundwater)	835.8	1,654.0	2,367.2	3,010.5	3,710.8	4,441.6	5,427.9	6,603.3	7,836.4			
Total Surface Water Delivery (PTP, PV, c-cust)	0.0	0.0	72.4	300.4	820.9	1,026.5	2,132.4	3,001.3	3,888.0			
Total Groundwater Delivery (PTP, OH, Sat)	1,659.2	3,009.9	3,868.7	4,512.0	5,329.6	6,069.5	7,058.0	8,233.7	9,473.3			
Total Delivery (surface water, groundwater)	1,659.2	3,009.9	3,941.1	4,812.4	6,150.5	7,096.0	9,190.4	11,235.0	13,361.3			

Cumulative deliveries by system



Cumulative deliveries by source/type



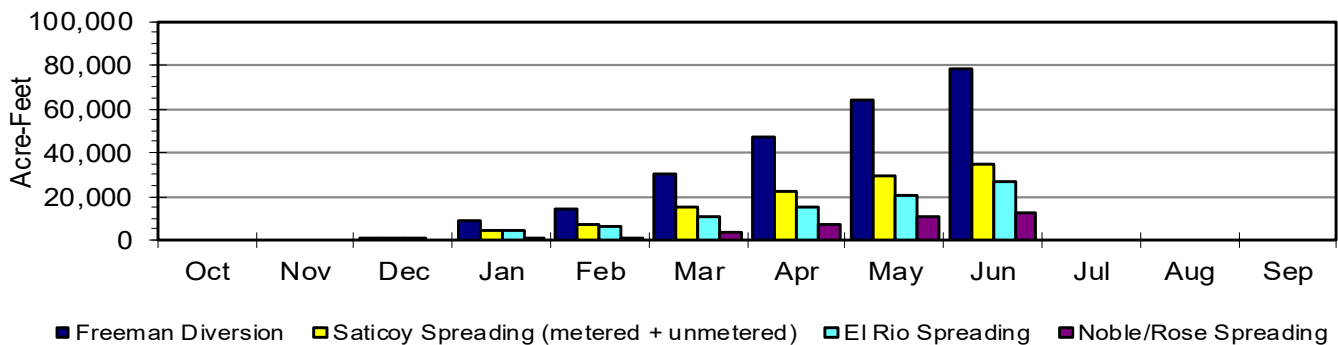
Monthly diversion and recharge totals by facility, 2022/23, in acre-feet

Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	0	0	0	0	0
Nov	0	0	0	0	0	0
Dec	0	1,360	900	387	0	1
Jan	0	7,937	3,775	3,751	183	0
Feb	0	5,268	2,347	2,127	274	15
Mar	0	15,517	7,754	4,751	2,806	3
Apr	0	17,306	7,870	4,522	3,791	17
May	0	16,604	6,861	5,434	3,423	18
Jun	0	14,656	5,158	6,114	2,480	17
Jul						
Aug						
Sep						

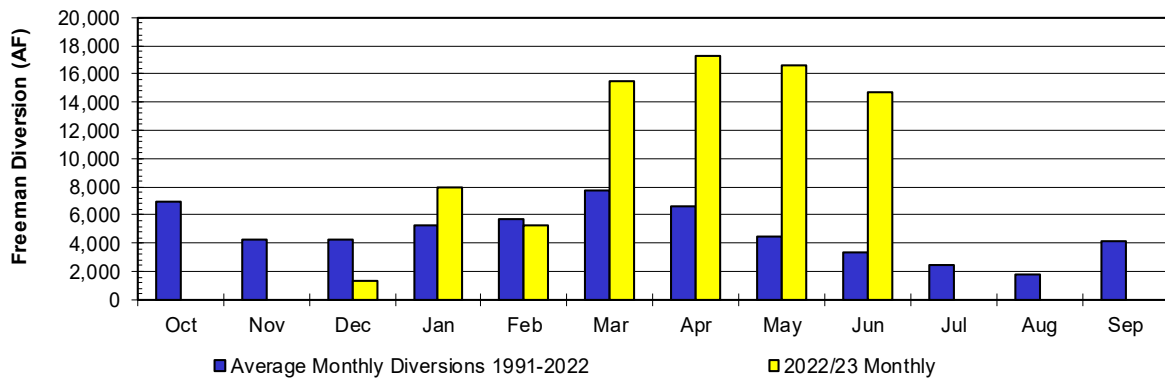
Cumulative diversion and recharge totals by facility, 2022/23, in acre-feet

Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	0	0	0	0	0
Nov	0	0	0	0	0	0
Dec	0	1,360	900	387	0	1
Jan	0	9,297	4,675	4,138	183	1
Feb	0	14,565	7,022	6,265	457	16
Mar	0	30,082	14,776	11,016	3,263	19
Apr	0	47,388	22,646	15,538	7,054	36
May	0	63,992	29,506	20,972	10,477	53
Jun	0	78,648	34,665	27,086	12,957	70
Jul						
Aug						
Sep						

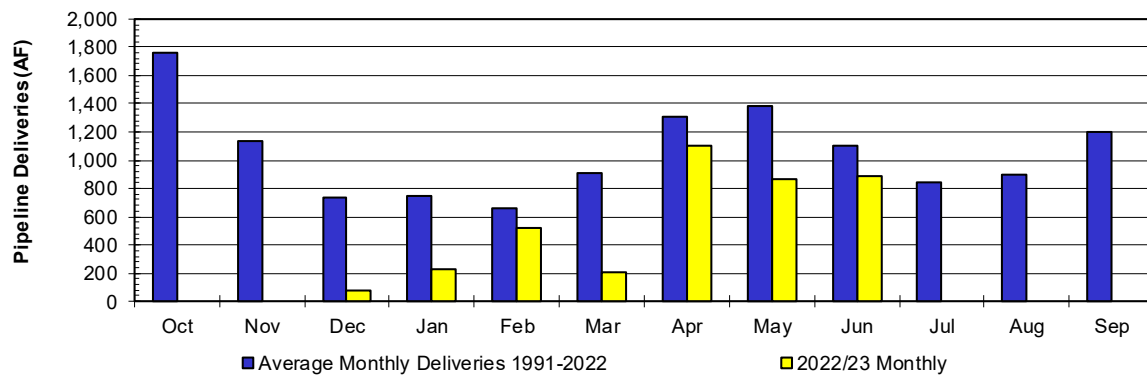
Cumulative diversion at Freeman, and distribution to recharge facilities



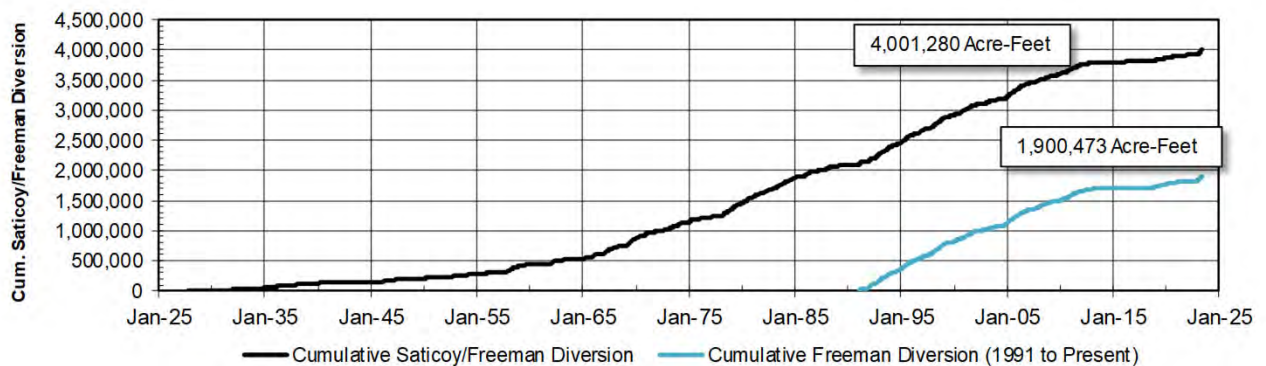
Monthly 2022/23 diversion at Freeman, compared to average monthly diversions (1991-2022)



Monthly 2022/23 pipeline deliveries (surface water deliveries), compared to average monthly pipeline deliveries (1991-2022)

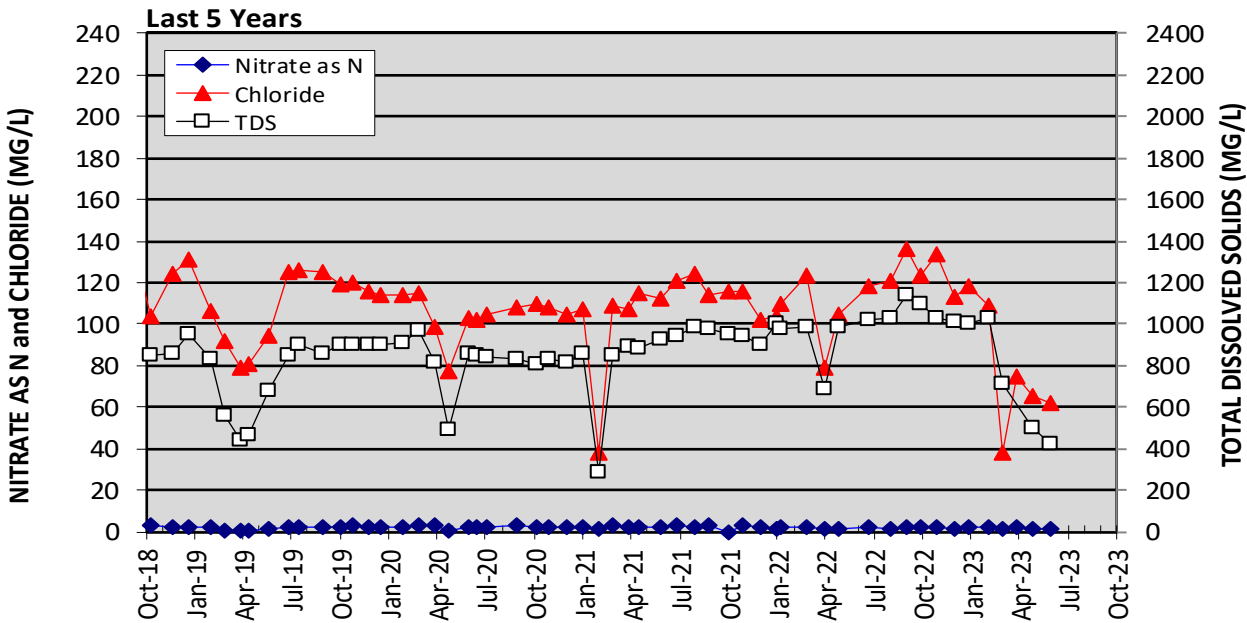


Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet

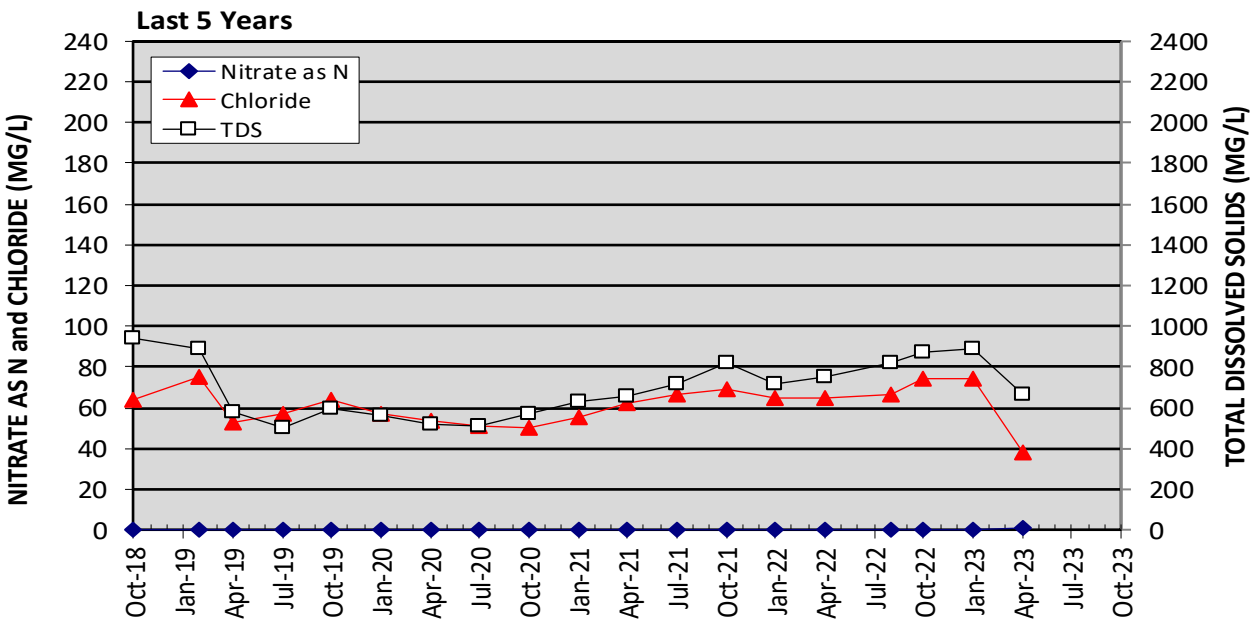


Water Quality

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

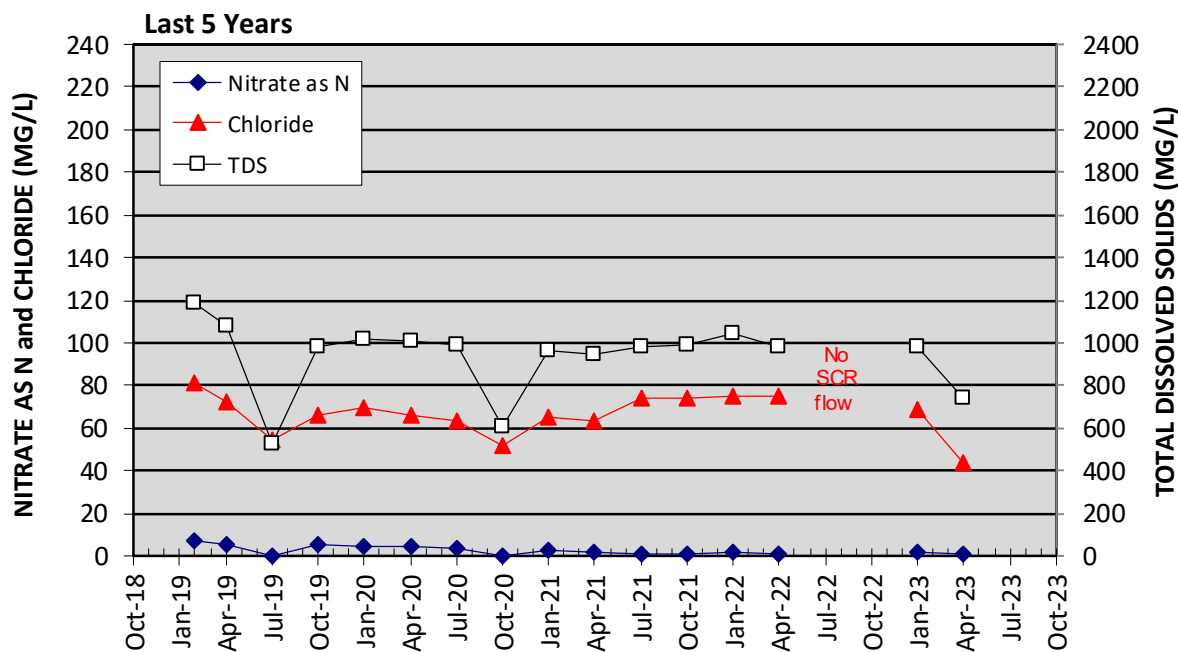


Piru Creek water quality below Santa Felicia Dam

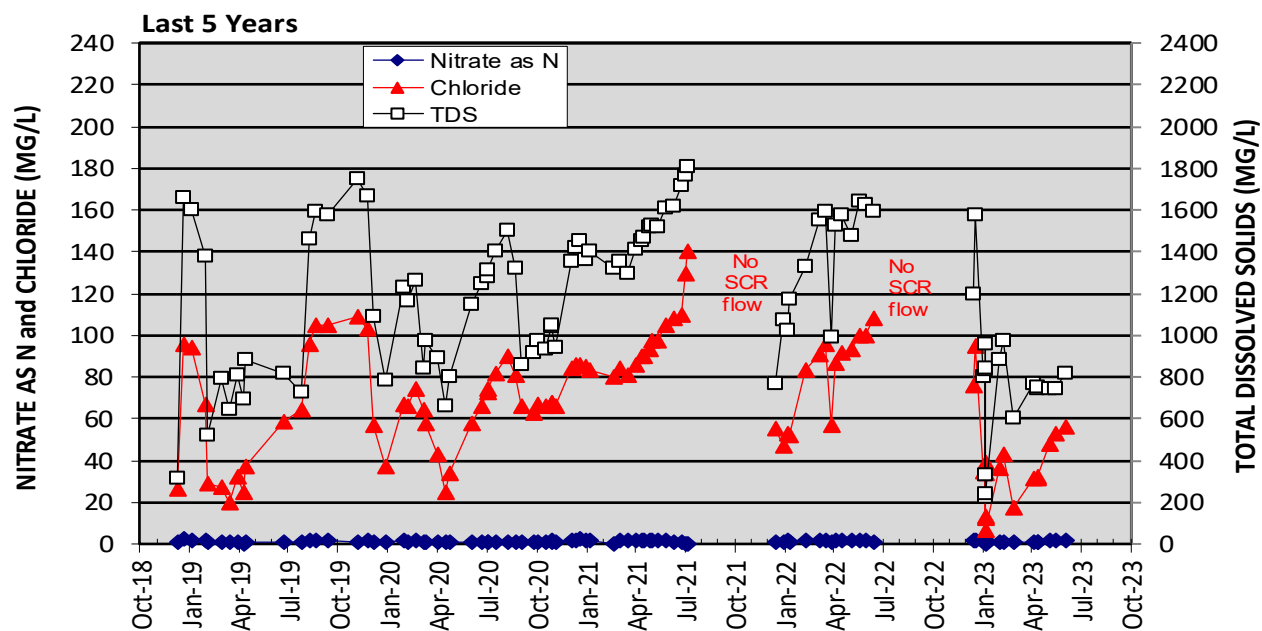


Water Quality

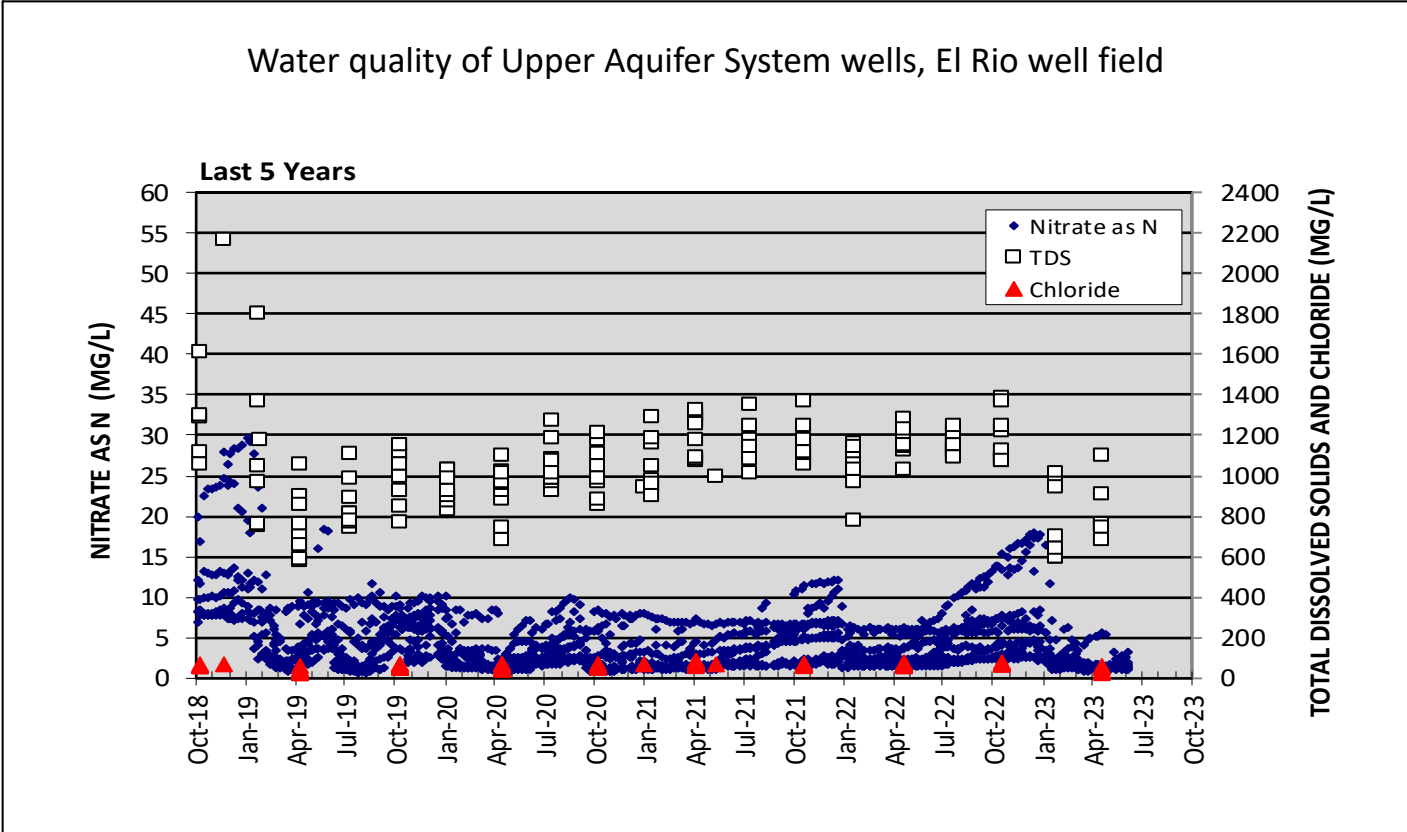
Santa Clara River water quality near Fillmore Fish Hatchery

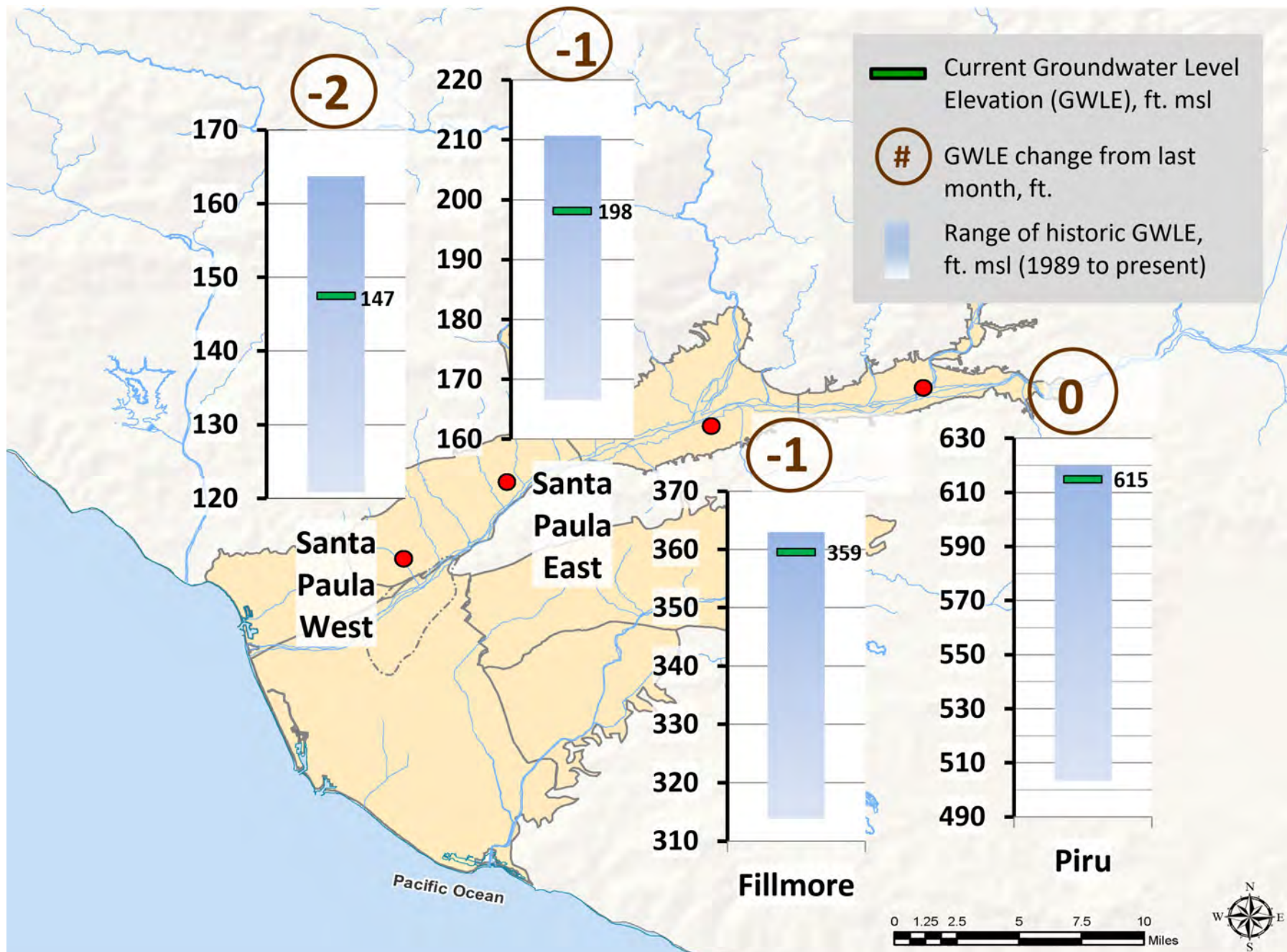


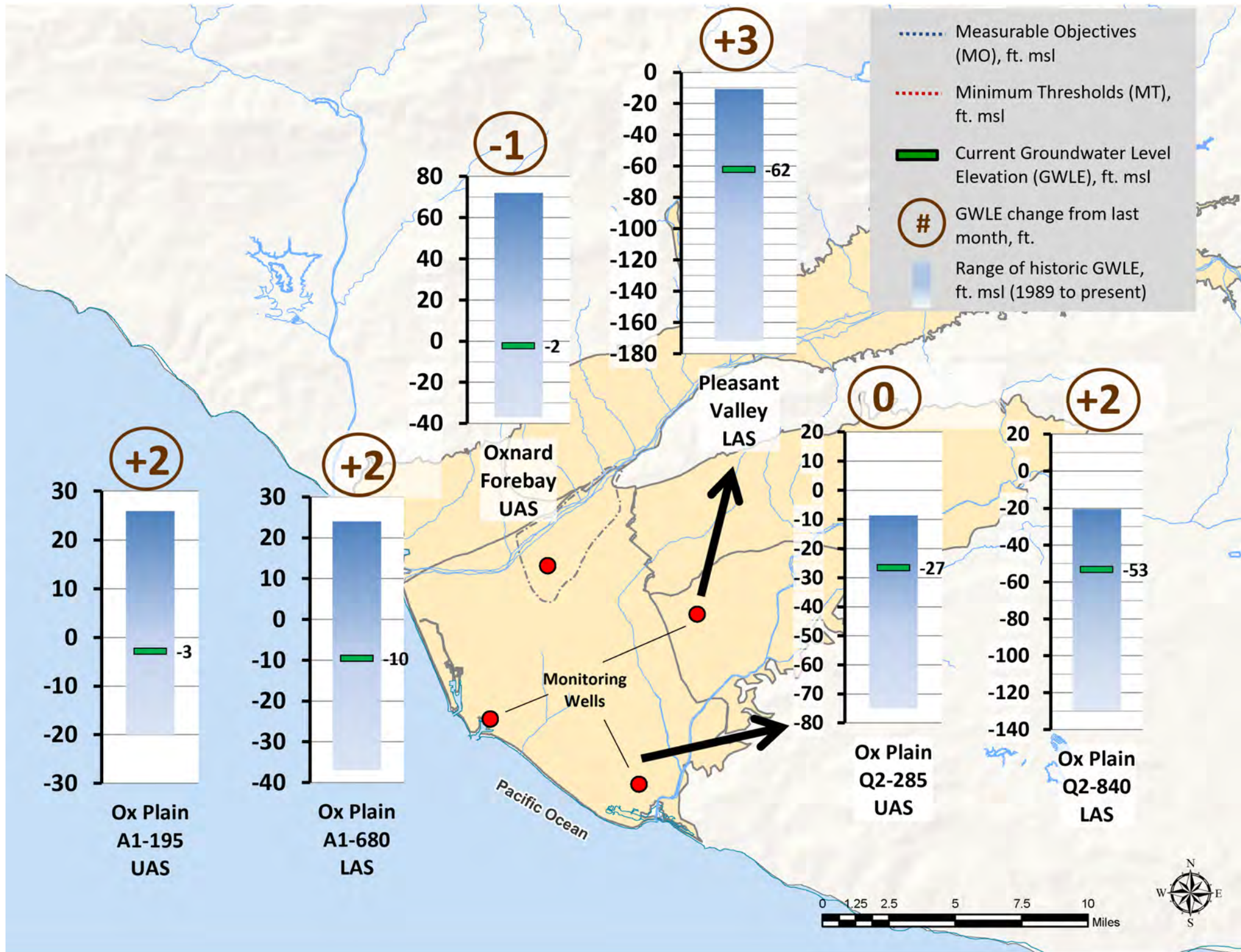
Santa Clara River water quality at Freeman Diversion



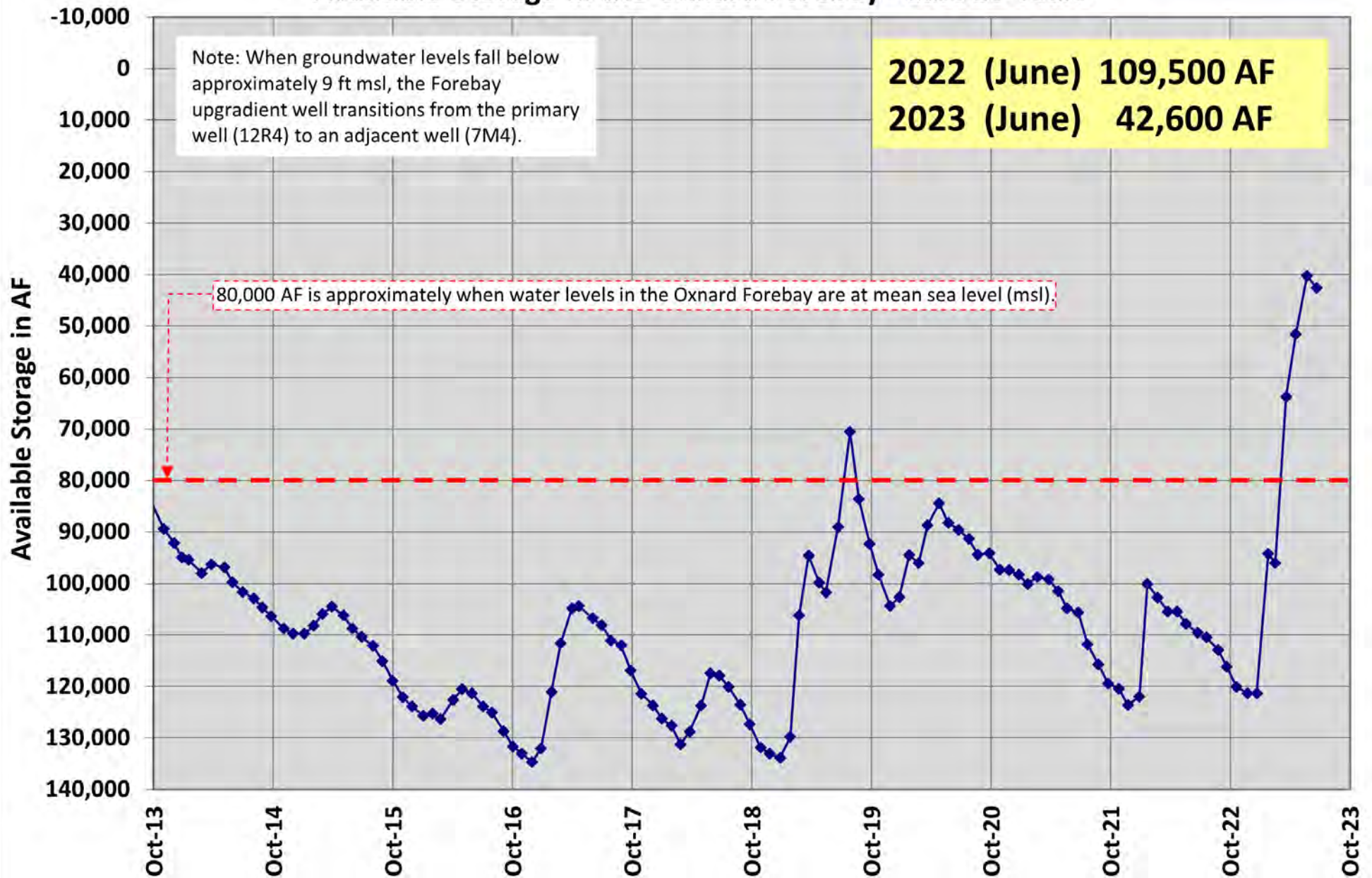
Water Quality

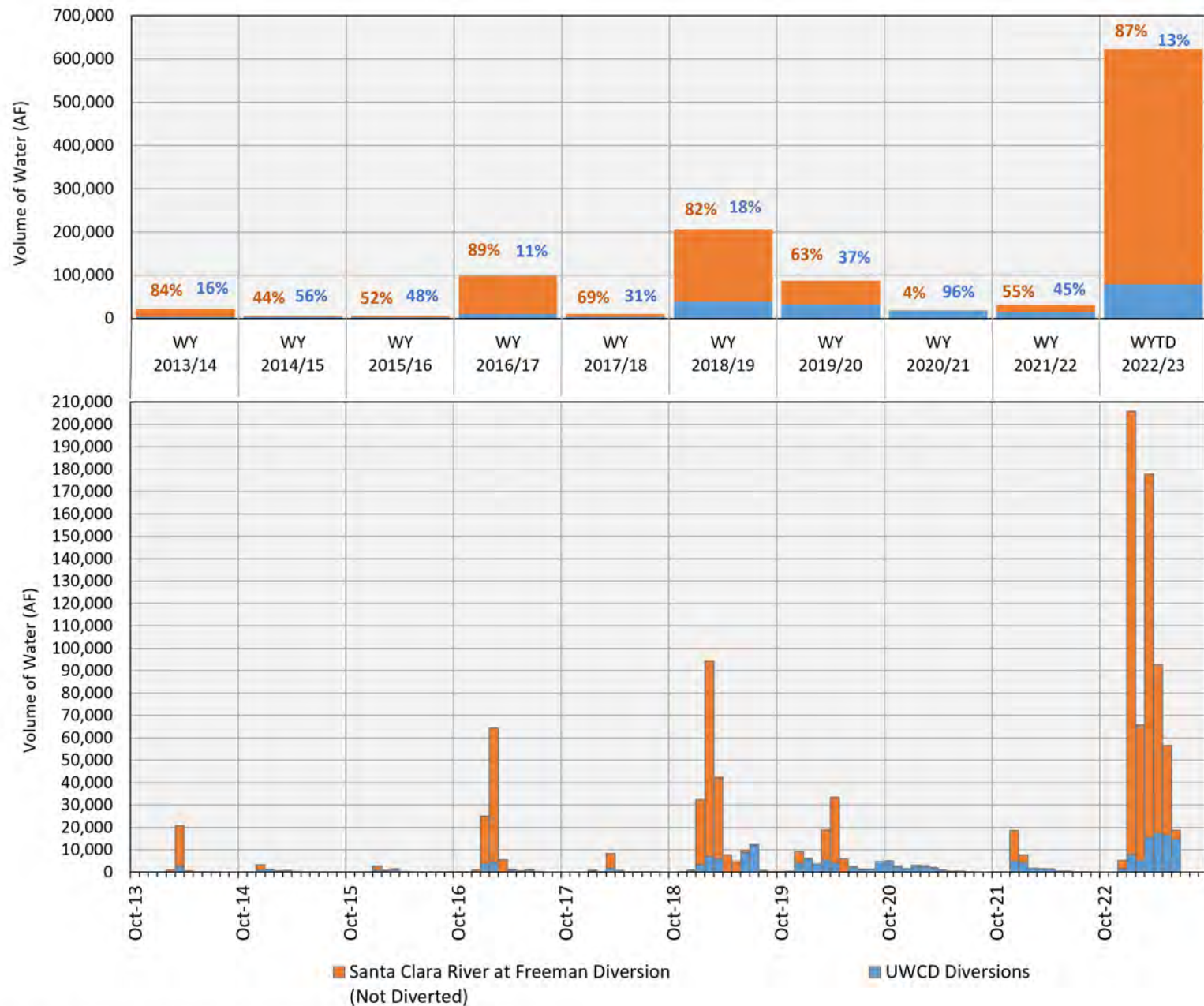






Available Storage in the Oxnard Forebay - Last 10 Years





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



Staff Report

To: UWCD Board of Directors

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

From: Brian H. Zahn, Chief Financial Officer

Date: July 6, 2023 (July 12, 2023, meeting)

Agenda Item: 3C. Monthly Investment Report (May 31, 2023)
Information Item

Staff Recommendation:

The Board will review and discuss the most current investment report for May 31, 2023, that is attached.

Discussion:

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

Fiscal Impact:

As shown.

Attachment:

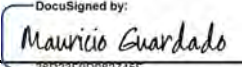
Combined Monthly Investment Report

United Water Conservation District
Monthly Investment Report
May 31, 2023

<u>Investment Recap</u>	<u>G/L Balance</u>	<u>Weighted Avg Days to Maturity</u>	<u>Diversification Percentage of Total</u>
Bank of the Sierra	3,631,299	1	7.70%
Citizens Business Bank	7,533,398	1	15.97%
US Bank - 2020 COP Bond Balance	6,050,078	1	12.82%
Petty Cash	4,400	1	0.01%
County Treasury	1,712	1	0.00%
LAIF Investments	29,958,313	1	63.49%
Total Cash, Cash Equivalents and Securities	47,179,200		100.00%
 Investment Portfolio w/o Trustee Held Funds	 47,179,200		
Trustee Held Funds	-		
Total Funds	47,179,200		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	33,458,313	(3,500,000)	29,958,313
	Interest	Interest	
	Earned YTD	Received YTD	Qtrly Yield
	266,445	323,826	2.74%

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

DocuSigned by:

 76D723F9D882745E
Mauricio E. Guardado, Jr., General Manager

6/27/2023

Date Certified

DocuSigned by:

 70D58ECF0D8D48E
Anthony Emmert, Assistant General Manager

6/27/2023

Date Certified

DocuSigned by:

 868D0B3E2A574A3
Brian H. Zahn, Chief Financial Officer

6/26/2023

Date Certified

<i>United Water Conservation District</i>			
<i>Cash Position</i>			
May 31, 2023			
Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			Revenue collected for district operations
General/Water Conservation	14,156,050	887,228	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		4,751,849	Designated for replacement, capital improvements, and environmental projects
		3,554,973	Supplemental Water Purchase Fund
General CIP Funds	9,325,038	9,325,038	Appropriated for capital projects
2020 COP Bond Funds	6,633,196	6,633,196	Reserved for CIP Projects
Special Revenue Funds:			Revenue collected for a special purpose
State Water Project Funds	7,545,815	7,545,815	Procurement of water/rights from state water project
Enterprise Funds:			Restricted to fund usage
Freeman Fund	2,154,157	2,154,157	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	1,844,990	1,844,990	Appropriated for capital projects
OH Pipeline Fund	(2,101,535)	(2,101,535)	Delivery of water to OH customers
OH CIP Fund	4,131,769	4,131,769	Appropriated for capital projects
OH Pipeline Well Replacement Fund	634,047	634,047	Well replacement fund
PV Pipeline Fund	703,937	703,937	Delivery of water to PV customers
PV CIP Fund	243,455	243,455	Appropriated for capital projects
PT Pipeline Fund	982,089	982,089	Delivery of water to PTP customers
PT CIP Fund	926,191	926,191	Appropriated for capital projects
Total District Cash & Investments	47,179,200	47,179,200	



Staff Report

To: UWCD Board of Directors

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

From: Josh Perez, Chief Human Resources Officer
Brian H. Zahn, Chief Financial Officer
Kris Sofley, Executive Assistant/Clerk of the Board
Zachary Plummer, Technology Systems Manager
Tony Huynh, Risk and Safety Manager

Date: June 30, 2023 (July 12, 2023, meeting)

Agenda Item: 4.1 Monthly Administrative Services Department Report
Information Item

Staff Recommendation:

The Board will receive this staff report and attached presentation from the Administrative Services Department regarding its activities for the month of June 2023.

Discussion:

Finance

- The Interim Financial Audit began on June 19, 2023. District staff and members of the LSL audit team conducted a kick-off meeting that same date.
- The FY2023-24 Budget was approved at the June 14, 2023, Board Meeting.
- Sr. Accountant interviews were completed, and an internal promotion was the outcome of the selection process.
- WIFIA loan documents for design costs have been completed and are ready for approval.

Administrative Services

- Provided administrative assistance for drafting, finalizing, and distributing/posting materials for the UWCD Engineering and Operations (June 1), Finance and Audit (June 5), and Recreation (June 7) Committee meetings as well as the regular UWCD Board meeting (June 13) and the Special Board Meeting: Public Outreach and Education Proposal (June 19).
 - Assisted Engineering department in preparing for and coordinating the Board of Consultants 7 meeting (June 21 and 22).
 - Provided administrative support, coordination and assistance to AWA VC for its Executive Committee meeting (June 1), AWA WaterWise meeting (June 15); and Water Issues Committee meeting (June 20).
-

4.1 Monthly Administrative Services Department Report

Information Item

- Provided administrative assistance, coordination, and technical support in organizing a tour of the Freeman Diversion for Las Virgenes Water District (June 15).
- Continue public outreach, inviting various elected officials, agencies, municipalities, public works and special interest groups to tour the Freeman Diversion and/or Santa Felicia Dam and El Rio's Iron and Manganese Treatment plant.
- Assisted GM in preparing presentation for CoLAB educational outreach lunch meeting on June 29, which was also attended by President Dandy, Vice President Berger and Directors Hasan and Naumann.

Human Resources

- Reached tentative agreement with SEIU Local 721 on a four-year labor agreement pending Board approval at the July 2023 meeting which would last until June 2027.
- Successfully completed recruitments for the following personnel and positions:
 - Senior Hydrogeologist (Christofer Coppinger – starts July 10th)
 - Senior Hydrogeologist (Patrick O'Connell - – starts July 10th)
 - Recharge O&M Worker I (Daniel Emerson – started June 26th)
 - Water Treatment Operator II (Ernie Flores – starts July 10th)
 - Accountant offer pending (Taylor Knopik – starts July 10th)
- Working on recruitments for the following positions:
 - Environmental Services Field Assistant – interviews scheduled for June 22nd and 29th.
 - Associate Hydrologist/Hydrologist (only one candidate to be selected) – Interviews completed.
 - Senior Engineer – Position posted, closes on July 9th.
 - Recharge O&M Worker I – Position posted, closes on July 9th.
- Processed employee evaluations and step increases for the remainder of the Fiscal Year.
- Working on end of fiscal year tasks:
 - Prepared for Cost-of-Living Increases (COLAs).
 - Prepared housing increases for District housing.
- Processed exit documents for several staff that submitted retirement or resignation letters during the month of June.
- Scheduled an all staff meeting for July 13, 2023, to present the newest MOU.

Safety and Risk Management

- Coordinated ongoing FEMA Disaster Recovery efforts among Departments.
 - Supported Engineering Department with SFD EAP Call-Down Drill.
 - Provided annual fire extinguisher training to Recreation and Santa Felicia Dam staff & coordinated annual servicing of fire extinguishers and alarm system & sprinkler inspection for Ranger Station.
 - Coordinated interagency Security Evaluation for Santa Felicia Dam Safety Improvement Projects with top tier subject matter experts.
 - Delivered heat illness prevention training during monthly safety meeting.
-

4.1 Monthly Administrative Services Department Report

Information Item

- Assisted O&M and Recreation Departments with updating water quality emergency notifications.
- Completed DHS Office of Bombing Prevention live virtual training on Improvised Explosive Device (IED) Explosive Effects Mitigation.

Technology Systems

- Tech Systems worked with the Audit firm conducting the Districts 2023 external audit was provided secure remote access capabilities to conduct their assessments, and an online instruction on how to use the solution was provided by Tech Systems Staff.
 - Purchased online accounting suite for GSA Accounting and migrated existing companies into the new online accounting software suite. Provided District Finance staff with new accounts and provisioned new software.
 - IT and OT Staff worked with SCADA Industrial Contractor to install a Cyber Security Monitoring System. System training is a phased approach that consists of a few weeks of learning baseline business activities, and over these weeks staff will enable reactive modes which can detect and protect District cyber assets.
 - Tech Systems staff held discussions with various Technology partners for their expertise in providing mobile device deployment and management technologies compatible with IT systems in place at United Water.
 - Met with IT Security vendor to discuss new SD-WAN products and demonstrations of how the solution improves site and internet connectivity at all United's facilities included in the SD-WAN ecosystem. This will enhance Lake Piru the most of our sites and add resilience to process LPRA credit sales through multiple mechanisms as needed.
 - Upgraded District Desktop Security Clients to most recent versions. The Tech Systems Team is addressing software compatibility issues with monitoring and scanning of certain PDF and Word Documents. Tech Systems Staff continue working with vendor support for a long-term resolution.
 - Tech Systems Staff provided Technical support for a 2-day hybrid seminar supporting UWCD SFD Safety Improvements with Collaboration of FERC, GEI, UWCD, and the reviewing board of consultants.
 - Tech Systems Staff relocated an offsite backup repository for Data Recovery and Backup solutions. Provides additional options and copies of District electronic data.
 - Tech Systems Staff implemented additional security tools as part of our district wide physical security software. E-mail Notifications have been enabled to alert on key activities. Remote intercom services established at the Saticoy Maintenance Shop provide two-way access call capability to the entrance gate off Los Angeles Ave.
 - Tech Systems Staff provided emergency technical assistance to re-establish network recording capabilities at the freeman diversion environmental sciences lab/trailer.
 - Tech Systems Staff hosted various AWA and extended Education Seminars in the Districts multipurpose conference room and District boardroom.
 - Tech Systems Staff visited Lake Piru Recreation Area Campgrounds to perform a wireless or wi-fi survey to understand areas of improvement and additional areas of interest in the campgrounds for new Wi-fi Radios.
-

4.1 Monthly Administrative Services Department Report

Information Item

- Tech Systems Staff supported various technology and computer related help and service request in the month of June. Increase in computer deployments compounded by recent software incapacibilities, and service life upgrades, replacement of staff positions and equipment. The Districts Service Desk key metrics included below.

4.1 Monthly Administrative Services Department Report Information Item

State by Agent						
	Open	In Progress	Awaiting Reply	Pending 3rd party	Waiting for approval	Total
Unassigned	16	0	0	0	0	16
Ed Reese	0	11	10	0	0	21
Zachary Plummer	8	14	6	0	4	32
Total	24	25	16	0	4	69

State by Ticket Type						
	Open	In Progress	Awaiting Reply	Pending 3rd party	Waiting for approval	Total
Employee Information Update	1	1	2	0	0	4
IT Projects and Change Management	3	4	0	0	0	7
IT Purchase Request	2	0	0	0	1	3
IT Services and Support	18	20	14	0	2	54
SCADA Proj. and Change Management	0	0	0	0	1	1
Total	24	25	16	0	4	69

Monthly ticket type overview - 2023													
Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Alerts and Advisories	0	0	0	0	1	4	/	/	/	/	/	/	5
Employee Information Update	0	2	0	0	0	3	/	/	/	/	/	/	5
IT Projects and Change Management	0	1	0	0	2	0	/	/	/	/	/	/	3
IT Purchase Request	0	1	0	0	1	0	/	/	/	/	/	/	2
IT Services and Support	20	27	26	51	48	23	/	/	/	/	/	/	155
Network Port patching	0	1	0	0	0	0	/	/	/	/	/	/	1
New employee	0	3	0	0	0	0	/	/	/	/	/	/	3
Offboarding Disable Account	0	2	0	0	0	0	/	/	/	/	/	/	2
Total	20	37	26	51	52	30	/	/	/	/	/	/	216

Monthly ticket priority overview - 2023													
Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
High	0	1	0	0	4	1	/	/	/	/	/	/	6
Low	20	36	26	51	45	25	/	/	/	/	/	/	207
Medium	0	0	0	0	3	0	/	/	/	/	/	/	3
Total	20	37	26	51	52	30	/	/	/	/	/	/	216

Monthly ticket source overview - 2023													
Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Email	19	33	22	49	39	25	/	/	/	/	/	/	187
Website	1	4	4	2	13	5	/	/	/	/	/	/	29
Total	20	37	26	51	52	30	/	/	/	/	/	/	216



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado Jr., General Manager

From: Maryam A. Bral, Chief Engineer
Craig A. Morgan, Engineering Manager
Robert J. Richardson, Senior Engineer
Michel Kadah, Engineer
Adrian Quiroz, Associate Engineer

Date: June 28, 2023 (July 12, 2023, meeting)

Agenda Item: 4.2 Monthly Engineering Department Report
Information item

Staff Recommendation:

The Board will receive and file this summary report from the Engineering Department regarding its activities for the month of June 2023.

Discussion:

1. Santa Felicia Dam Safety Improvement Project

- Spillway Improvement Project
 - Bi-weekly progress meetings with GEI Consultants (GEI) were held to review and discuss the 60% design analyses, plans and drawings, and specifications.
 - Outlet Works Improvement Project
 - On June 7, Staff submitted 90% design technical memorandums, reports, plans, and specifications to FERC, DSOD, and the Board of Consultants (BOC) as part of the pre-meeting packet.
 - A total of 30 individuals from FERC, DSOD, BOC, GEI, Black and Veatch (Project's Construction Manager) and Staff attended in person and virtually the Santa Felicia Dam Safety Improvement Project BOC meeting No. 7 that was held at the District headquarters on June 21 and 22 (Figure 1). The 90% design documents were presented to the BOC by GEI and BOC's recommendations, included in the BOC draft report were received during the meeting.
 - Post BOC meeting No. 7, GEI and Staff reviewed the draft BOC report and provided comments to the BOC to be incorporated in the final BOC report. The BOC report and BOC track form will be submitted to FERC 14 days after the completion of the BOC meeting. Staff and GEI have begun to develop the next design (100% design) phase which is scheduled to be completed by November.
-

4.2 Monthly Engineering Department Report Information Item

- FERC's comment on the BOC meeting No. 6 and 60% design documents were received on June 22. The District response to FERC's comments is due to FERC by July 22.
 - On June 14, Staff met with FERC to present the proposed updated construction schedule and environmental permitting timelines.
 - Staff prepared Amendment No. 2 to Catalyst Environmental Solutions (Catalyst) contract. Amendment No. 2 allows for preparation and completion of the 60% design of the new release channel connecting the new outlet works with lower Piru Creek. Execution of Amendment No. 2 is pending Board approval at the July Board meeting.
 - FERC License Amendment Application, NEPA Documentation and Section 7 Consultation
 - On June 7, Staff received and reviewed a letter from NMFS that included additional clarifications from NMFS following the April 5 and April 26 FERC/NMFS/ UWCD meetings. A follow-up meeting with FERC is scheduled for June 29 to discuss the District's response letters to NMFS and FERC comments on the draft BA.
 - On June 28 and 29, Staff conducted an independent security evaluation for the 90% design of the Outlet Works Improvement Project and the 30% design of the Spillway Improvement Project. The security evaluation was conducted with participation of the Santa Clara Valley Water District's Security Manager and the Joint Regional Intelligence Center.
 - Loan and Grant Applications
 - On June 19, Staff submitted a Letter of Intent (LOI) to the Department of Energy (DOE) Section 247 Hydro Incentives Program requesting \$5M federal funding to cover a portion of the construction costs of the SFD new outlet works. The incentive payment for this program is capped at \$5M per FERC license.
2. Condor Point Improvement Project
- On Tuesday, June 6, 2023, Staff executed an agreement with MNS Engineers for design services for the new Condor Point Swim Beach. The deadline to construct the beach per FERC order is May 04, 2024.
3. Freeman Diversion Expansion
- On June 13, Staff, NHC, Larry Weber, Chris Caudill and United's legal counsel worked collaboratively to deliver empirical data on the effects of the flushing channel and desander on fish as requested by special master Judge Smith.
 - On June 13, legal counsel delivered a summary of finding from the two trips to USBR's Denver TSC to study Hardened Ramp Mod 9 and Mod 6 no flushing channel fish passage alternatives.
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4.2 Monthly Engineering Department Report Information Item

4. Iron and Manganese Treatment Facility

- Meetings:
 - Weekly coordination meetings between Staff and HDR.
 - Weekly construction progress meetings hosted by HDR and attended by GSE Construction (GSE), Taft Electric, Kennedy Jenks Consultants (KJ) and Staff.
- GSE has submitted approximately 372 out of a total of 403 submittal packages anticipated for the project. HDR and KJ have provided responses on approximately 369 submittal packages including a requirement to comply with the Buy American Act (BAA).
- GSE has submitted approximately 135 RFIs to date. HDR, KJ and the District have been providing responses.
- Thirty-four (34) Change Orders (COs) have been fully executed to date amounting to a net total of \$1,167,569.05. This represents approximately 12.5% of the original contract amount (\$9,342,900.00). Four (4) of these COs amounting to \$662,910.19 or 7.1% of the original contract amount are directly related to compliance with the BAA which is a federal grant requirement (the project was not originally bid with this requirement in place) and \$504,658.86 or 5.4% of the original contract amount is related to all other COs that have resulted in additions or modifications to the original scope of work.
- GSE continued construction of the following 20” Spent Wash Water (SWW)
 - 24” Raw Water (RAW) Pipeline
 - 24” RAW – flushing and disinfection
 - 24” Filtered Water (FW) Connection – pressure testing and corrections
 - Various underground sample lines
 - Various underground electrical conduits
 - Installation of vertical turbine pumps at Filter Drain Pump Station (Figure 2)
 - Filter face piping encasement and concrete slab construction
 - Filter vessel platform handrails
 - Filter vessel cleaning and internals
 - Laboratory/Electrical/Blower Building
 - i. Exterior grouting and weather sealing
 - ii. Drywall
 - iii. Interior electrical
 - iv. Fire line risers and backwash service
 - v. Flooring
 - vi. Cabinetry and Countertops
 - vii. Lab Sink
- The tentative date for construction completion and implementation is July 20, 2023, (per CO No. 34 which was fully executed on June 08, 2023). A total of seventeen (17) inclement weather days have been counted. GSE’s latest monthly schedule update on May 16, 2023, indicated that construction will be completed by July 21, 2023.

5. PTP Metering Improvement Project

- Total number of meters installed: 45 of 60 or 75% complete.
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4.2 Monthly Engineering Department Report Information Item

- An additional seven (7) meter installations are planned by fall-2023 (Turnout Nos. 102, 109, 113, 114, 132, 134, 162).
- Easement acquisition completion: 31 of 40 obtained or 77.5% complete.
- Some property owners related to Turnout No. 120 have signed the utility easement deed after additional clarification was provided on the proposed installation. There are over 20 signatories to the utility easement deed.
- Litigation at the property that is served by Turnout No. 107 has been completed. There is a new property owner that can now execute a utility easement deed.
- Minor language modifications have been requested for the easement deed related to Turnout Nos. 145, 147, 150, 156 and 161. The modifications are considered non-substantial and the District plans to proceed with execution.
- The District is working to schedule an on-site meeting with the property owner and tenant at Turnout No. 154. The property owner previously submitted a letter declining to sign the easement deed.

6. PTP Recycled Water Connection – Laguna Road Pipeline Project

- Professional Services agreement with MKN and Associates, Inc. to provide design services and bid support for Phase 1 of the project is pending Board approval at the July Board meeting. The project Phase 1 will include the preparation of the final design of the proposed pipeline, bid support for the pipeline construction, and preparation of the 30% design of the proposed booster pump station. The construction of the proposed pipeline connecting the District's PTP system to the Pleasant Valley County Water District (PVCWD) system must be completed prior to March 2025 to meet the Sustainable Groundwater Management (SGM) grant requirements. The final design and construction of the proposed booster pump station will be included in Phase 2 of the project sometime in the future.
- On June 22, Staff received a draft Project Description for the project CEQA documentation from Rincon Consultants.

7. Rice Avenue Grade Separation Project and Impact on PTP

- Legal Counsel visited PTP 4 Well Site on May 17 to develop a better understanding of the impacts on the site footprint due to the Rice Ave Grade Separation Project. A draft declaration related to the Caltrans eminent domain at the PTP 4 Well site was reviewed, signed and submitted to the legal counsel.

8. State Water Project (SWP) Interconnection Pipeline Project

- Staff met with the City of Ventura, and their consultant, Stantec to discuss the locations of United's turn outs of the Interconnection on June 6. United discussed the proposed location of the turnout on Rose Avenue and proposed an additional blow off in the Ferro recharge basin for flush water discharge.

9. Extraction Barrier and Brackish Water Treatment Project

4.2 Monthly Engineering Department Report

Information Item

- Agreements/Grants:
 - New Monitoring Wells: An amendment is needed to an existing license agreement that covers access, maintenance, operation and data collection for existing monitoring wells (22, A1, A-2, CM-1, CM-2, CM-1A, CM-6 and Q2). This amendment is pending site approval by the Navy which is expected mid-2023.
 - The draft Memorandum of Agreement (MOA) has been prepared between UWCD and the Navy to develop roles and responsibilities for the Phase 1 project which has been reviewed by both parties' legal counsels. The final copy of the MOA is pending due to additional terms that may be included in the MOA by the Navy legal counsel.
 - The draft Letter of Request (LOR) initiating the Navy's real estate process for an outgrant easement for the Phase 1 project was prepared and submitted to the Navy for review and comment on May 9, 2023. Revisions are currently underway which will be resubmitted to the Navy in mid to late 2023.
 - The District has been requesting a date for a kick-off meeting with the State Water Resources Control Board (SWRCB) Division of Financial Assistance (DFA) for the grant award of \$8,449,062 that was approved on March 6, 2023, for the Phase 1 project. A grant agreement is pending execution.
 - On June 23, 2023, the District submitted a grant application with the assistance of KJ requesting \$20M in Federal funding assistance under the Defense Community Infrastructure Program (DCIP) provided by the Office of Local Defense Community Cooperation. This included a third-party cost validation prepared by HDR. The maximum grant award is \$20 million with a 30% local cost match requirement. Should the District be successful, the OLDCC will issue invitations to submit a full proposal in September 2023.
 - Meetings:
 - Held weekly internal meetings between Engineering, Environmental, and Water Resources staff to discuss progress on agreements with the Navy (MOA, Outgrant Easement), grants (SGM, GWGP, DCIP), CEQA/NEPA documentation preparation, permitting agency engagement, discharge alternatives evaluation, coastal water quality sampling and groundwater flow modeling.
 - June 26, fourth NEPA/CEQA "Drumbeat" Meeting with District, ESA Consultants and Navy NEPA staff and Subject Matter Experts (SMEs). The Navy informed the group that the NEPA CatEx for installation of monitoring wells is in progress. ESA is preparing a proposal for NEPA preparation that the Navy will review and act as the lead agency.
 - June 21 and July 5, District staff held a progress meeting with the Phase 1 project design team, KJ.
 - June 26 and July 5, 10, District staff held progress meetings with the Phase 1 project CEQA and permitting team, ESA Consultants.
 - July 6, held a monthly progress meeting with Navy staff to discuss priority items including finalization of the MOA, LOR for an Outgrant Easement, monitoring well design and installation progress, finalization of the Discharge Alternatives TM, draft Pipeline Alternatives TM and scope of work for environmental surveys within the Mugu Lagoon.
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4.2 Monthly Engineering Department Report

Information Item

- Design:
 - June 2, KJ submitted a revised draft Technical Memorandum (TM) No. 1 entitled “Discharge Options Evaluation.” This included input from ESA consultants on environmental and regulatory considerations. The District is completing its review in preparation to submit to the Navy for review.
- CEQA/NEPA/Permits:
 - ESA Consultants is developing a scope of work for Mugu Lagoon environmental surveys and studies as needed.
 - ESA Consultants is currently developing the CEQA Project Description for the Phase 1 project.
- Geotech/Hydrogeology: District staff is in the process of soliciting proposals to conduct geotechnical exploration activities and prepare a geotech report along the proposed pipeline alignments and extraction well sites.
- Land Surveying: District staff is in the process of soliciting proposals to conduct land surveying activities and prepare a basemap for design purposes along the proposed pipeline alignments and extraction well sites.

10. Asset Management/ CMMS System

- No updates to report.

11. Lake Piru Recreation Area – Pavement Maintenance Program

- On June 6, Staff received a proposal from the Gordian Group and J&H Engineering (J&H) to perform asphalt repair for the Lake Piru Recreation Area, 2023 Pavement Maintenance Program. Staff prepared a construction Agreement in amount of \$249,903 with J&H to perform this work. The work will include repair of approximately 59,000 square feet of the Dry Storage parking lot, and approximately 2,060 square feet of full depth replacement. It also includes asphalt repair of approximately 5,000 square feet of the damaged asphalt concrete pavement on Oak Lane. Following the contract execution by the General Manager and issuance of the notice to proceed, the contractor is anticipated to complete work within 10 working days.

12. Other Topics, Meetings and Training

- On June 15, Michel Kadah and Maryam Bral attended FEMA’s 2023 Building Resilient Infrastructure and Communities (BRIC) Kick-off webinar.
 - On June 20, District staff including Tony Emmert, Maryam Bral, Brian Zahn, Bram Sercu, and Michel Kadah attended Fillmore/Piru Basins Pumpers Association Joint Annual Membership Meeting. Maryam Bral presented the Santa Felicia Dam Safety Improvement project status update and the impact of the January 2023 storm events on the SFD facilities.
 - On June 20, District staff including Maryam Bral, Craig Morgan, Robert Richardson, Adrian Quiroz, Tessa Lenz, Randy Casteneda and Steven Kadowaki participated in a tour of the City of Camarillo’s new North Pleasant Valley Groundwater Desalter (Figure 3).
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4.2 Monthly Engineering Department Report Information Item

- On June 22, Maryam Bral presented the District’s Capital Improvement Projects at the Society of American Military Engineers, Oxnard-Ventura Post Business Opportunities Forum, Craig Morgan was in attendance (Figure 4).
- On June 28, Robert Richardson attended the Association of Water Agencies (AWA) Channel Counties Water Utilities Committee (CCWUC) webinar entitled: “North Pleasant Valley Desalter Project”.



Figure 1 – Santa Felicia Dam Safety Improvement Project, Board of Consultants Meeting No. 7, June 21-22, 2023

4.2 Monthly Engineering Department Report Information Item



Figure 2 – Iron and Manganese Treatment Plant - Vertical Turbine Pumps at Filter Drain Pump Station



Figure 3 - Camarillo Groundwater Desalter Tour on June 20th

4.2 Monthly Engineering Department Report Information Item



Figure 4 - Maryam Bral presents at the SAME – Oxnard-Ventura Post Business Opportunities Forum at the US Navy Seabee Museum, Port Hueneme



Staff Report

To: UWCD Board of Directors

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

cc: Dr. Maryam Bral, Chief Engineer

From: Marissa Caringella, Environmental Services Manager

Date: June 27, 2023 (July 12, 2023, meeting)

Agenda Item: 4.3 Monthly Environmental Services Department Report
Information Item

Staff Recommendation:

The Board will receive and file this staff report from the Environmental Services Department regarding its activities for the month of June 2023.

Discussion:

1. Santa Felicia Project Operations and Federal Energy Regulatory Commission (FERC) License Support

- Water Release Plan and Water Release and Ramping Rate Implementation Plan

On June 22, 2023, Environmental Services staff filed a supplemental information letter with FERC in response to their April 4, 2023 letter. For context, on February 10, 2023, United filed a report with FERC detailing a lapse of minimum required water release had occurred at the Santa Felicia Dam facility on January 10, 2023, due to storm related effects and what appeared to be an obstruction of flow downstream of the release reach. On April 4, 2023, United received a letter from FERC stating that the January 10, 2023 lapse in water releases at the Santa Felicia Dam was not considered to be a violation of United's FERC license. United appreciated FERC's conclusion, and provided the June 22, 2023 letter only to clarify two minor inaccuracies in the April 4, 2023 letter for FERC's record.

Under the Water Release Plan and FERC license for the Santa Felicia Project, United Water Conservation District (United) is required to make certain water releases from the 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. The measured cumulative rainfall for the current water year has exceeded all triggers for enhanced habitat water releases through October 1, 2023. The minimum required habitat water release starting June 1 through October 1 is nine cfs.

4.3 Monthly Environmental Services Department Report Information Item

- Santa Felicia Fish Passage Pre-Implementation Studies

On May 31, 2023, Environmental Services staff filed a status update with FERC regarding implementation of compliance actions consistent with the Fish Passage Feasibility Assessment Study Plan. The status update discussed the lower and middle Piru Creek pre-implementation study activities and the interruption of these activities due to damage from the severe January 2023 storms. United explained that the 2022-23 field season was intended as the third and final phase of study activities in middle Piru Creek and that United is currently evaluating the data collected to-date and the feasibility of extending the timeline one year to complete the third year of data collection as previously planned.

- Santa Felicia Dam Safety Improvement Project (SFDSIP)

On June 7, 2023, the National Marine Fisheries Service filed a letter with FERC in response to the April 5 and 26, 2023 agency meetings between United, FERC and NMFS to discuss agency comments on the SFDSIP draft Biological Assessment (BA). On May 24, 2023, United submitted two responses to comments letters in response to FERC and NMFS' comments on the SFDSIP draft BA developed to initiate consultation with NMFS under Section 7 of the Endangered Species Act. United was directed by FERC to respond to agency comments and meet with FERC prior to submitting a revised draft BA.

- Land Resource Management Plan

On June 28, 2023, Environmental Services staff submitted the 2023 Land Resource Management Plan Annual Report to FERC and NMFS. The annual reporting period covered July 1, 2022, through June 30, 2023, and detailed implementation and monitoring activities related to use of the lower Piru Creek wet crossing, which was utilized four (4) times during the reporting period.

- Lake Piru General Maintenance Permit Compliance

During the week of June 12, 2023, Environmental Services staff, with support from Recreation staff, provided on-site biological monitoring for the lower access (dry crossing) road and culvert repair work downstream of the Santa Felicia Dam. On June 8, 2023, a pre-project biological and nesting bird survey was completed in accordance with United's Lake or Streambed Alteration Agreement (LSAA; Notification No. 1600-2015-0156-R5). On June 9, 2023, Environmental Services staff submitted a Notice of Intent to perform repair work and submitted the results of the pre-project survey to CDFW. Repair activities on the lower access road and culverts were completed on June 15, 2023.

2. Clean Water Act Permits for Emergency Activities at Lake Piru

On June 20, 2023, Environmental Services staff submitted post-project reports to the Los Angeles Regional Water Quality Control Board, State Water Resources Control Board (SWRCB), and the U.S. Army Corps of Engineers. Reasoner Creek bank restoration activities were completed on May 8, 2023.

3. Freeman Diversion Operations

- Freeman Diversion Operations and Fish Passage Facility

In accordance with the 2008 Biological Opinion from the NOAA Fisheries and the Wishtoyo Court Order, Freeman Diversion fish ladder operations ceased in early June. The *O. mykiss* migration season extends from January 1 to May 31. On June 1, 2023, Environmental Services staff, with support from O&M staff, began a shutdown of the Freeman Diversion fish ladder with NOAA Fisheries and California Department of Fish and Wildlife (CDFW) staff present onsite. A single *O. mykiss* individual was encountered within the ladder during the shutdown procedure. The shutdown was post-poned and the fish was allowed to leave on its own volition. Bypass flows were ramped down on June 5, 6, 7, and 8, 2023. Concurrently, Environmental Services staff conducted daily stranding surveys from the US-101 bridge upstream to the Freeman Diversion during each ramp down stage. No *O. mykiss* were observed during stranding surveys downstream of the Freeman Diversion.

Between June 1 and 3, 2023, there were seven recorded detections of a fish jumping the false weir in an upstream direction at the Freeman Diversion fish ladder. A detailed review is ongoing to determine if all seven instances were the same fish that was encountered during the attempted shutdown procedure on June 1, 2023.

On June 5, 2023, a dead *O. mykiss* smolt was discovered within the upper portion of the fish ladder. Considering the physical condition of the fish and specific location it was discovered, it is likely the individual died of causes unrelated to Freeman operations and washed into the fish ladder. Staff notified NOAA Fisheries and CDFW. On June 7, 2023, NOAA Fisheries collected the fish.

On June 7, 2023, Environmental Services staff, with support from O&M staff, completed the Freeman fish ladder shutdown. Three CDFW staff provided onsite support to assist with activities and one NOAA Fisheries staff was onsite. A single *O. mykiss* was encountered within the ladder during the shutdown procedure. This individual was safely relocated by CDFW staff.

During the month of June, O&M staff conducted flushing operations to minimize sediment deposition in the facility. Environmental Services staff supported O&M's operations and maintenance activities one or more times a week¹ by providing field support, conducting surveys of dewatered areas, setting up fish exclusion netting, providing on-site biological monitoring, and issuing agency notifications when appropriate.

4. Freeman Diversion Multiple Species Habitat Conservation Plan

On June 26, 2023, staff participated in the court hearing for the *Wishtoyo et al. v. United* case in Judge David O. Carter's court. The results of the recent hardened ramp modeling visits of both United's and NMFS'/CDFW's preferred configurations of the hardened ramp design was the primary topic in front of the court.

¹ Environmental Services staff have assisted with O&M operations on June 2, 5, 12, 19, and 26.

5. Increased Importation of State Water Project (SWP) Water from Pyramid Lake to Lake Piru

On June 9, 2023, the Department of Water Resources (DWR), on behalf of United, submitted wildlife agency consultation (i.e., U.S. Fish and Wildlife Service, CDFW, and U.S. Forest Service) information to FERC per their request for additional information associated with the temporary variance request to DWR's license for the South State Water Project. Under the proposed temporary variance, United is requesting to import up to 25,000 acre-feet of State Water Project water via middle Piru Creek during the November 2023 – February 2024 delivery window. FERC is currently reviewing the submittal.

During the week of June 5 through June 9, 2023, Stantec Consultants completed geomorphological, biological, and cultural field surveys associated with the California Environmental Quality Act (CEQA) analysis for the long-term removal of the 3,150 AF limit to DWR's FERC license.

On June 5 and 23, 2023, Rincon Consultants biologists conducted arroyo toad surveys in middle Piru Creek. They confirmed that active breeding and tadpole rearing is ongoing.

6. Quagga Mussel Management

- Quagga Mussel Monitoring and Control Plan

Throughout the month of June, Environmental Services staff continued to conduct bi-weekly quagga mussel veliger (larva) sampling of the lower system in response to the spill at Lake Piru. Veligers have not been detected in the lower system. Environmental Services staff continue to conduct all quagga mussel monitoring activities on Lake Piru and lower Piru Creek, with the exception of the spillway pool due to safety concerns due to the ongoing spill. Initial results of veliger samples collected between March and June 2023 show that the average veliger concentration in Lake Piru² has decreased by approximately 98% from veliger concentrations between March and June 2022. Veliger concentrations in lower Piru Creek are exhibiting a similar trend as concentrations in Lake Piru.

- Quagga Mussel Technical Advisory Committee (TAC) for Lake Piru

On June 15, 2023, Environmental Services staff facilitated a TAC meeting to discuss the quagga mussel infestation at Lake Piru. TAC members included CDFW, NMFS, DWR, and SWRCB staff. United provided an overview of the quagga mussel infestation in Lake Piru, United's robust monitoring program, current control and containment activities, and alternative control and containment measures. The meeting included a round-table discussion of United's Special Local Need registration with the California Department of Pesticide Regulation to apply EarthTec QZ (molluscicide) in Lake Piru and the potential effects on *O. mykiss*, additional control and containment measures, limitations, and regional collaboration and information sharing. TAC members were in favor of a follow-up meeting later this year.

² Veliger concentration data was collected at QM-5 which is the closest site to the Santa Felicia Dam intake tower.

4.3 **Monthly Environmental Services Department Report** **Information Item**

7. Miscellaneous

- On June 13, 2023, Environmental Services staff Jesse Mitchell and Recreation staff assisted CDFW with a recreational fisheries electrofishing survey of Lake Piru.
- On June 14, 2023, Environmental Services staff attended the Southern California Coastal Water Research Project Harmful Algal Bloom and eDNA Webinar.
- On June 15, 2023, Environmental Services staff filed a CEQA Notice of Exemption (NOE) with the Ventura County Clerk for the Replacement of Water Well No. 5 Project. The Board previously approved and adopted the Project CEQA NOE at the June 14, 2023, board meeting.
- On June 20, 2023, Environmental Services staff Tessa Lenz joined Engineering department staff on a tour of the City of Camarillo's North Pleasant Valley Desalter. The tour focused on the Iron Manganese treatment facilities and processes, and reverse osmosis treatment trains.
- On June 22 and 29, 2023, Environmental Services staff conducted interviews for the part-time field assistant position and will submit a recommendation for candidate selection by early July.
- June 30, 2023, was part-time field assistant Amanda Bonavida's last day with the District. She is pursuing a new career opportunity with Ventura County.



Staff Report

To: UWCD Board of Directors

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

From: John Carman, Programs Supervisor

Date: June 27, 2023 (July 12, 2023, meeting)

Agenda Item: 4.4 Monthly Operations and Maintenance Department Report
Information Item

Staff Recommendation:

The Board will receive and file this staff report from the Operations and Maintenance department regarding its activities for the month of June 2023.

1. Water Releases, Diversions

- Lake Piru dropped 1 foot in June to 81,099 acre-feet (AF) of storage.
- 14,656 AF of water was diverted by the Freeman Diversion facility in June.
- 7,638 AF of water was delivered to the Saticoy recharge basins in June (metered plus unmetered, including Noble/Rose Basins).
- 6,114 AF of surface water was delivered to the El Rio recharge basins in June.
- 461 AF of surface water was delivered to the PTP system in June.
- 0 AF of surface water was delivered to C customers in June.
- 425 AF of surface water was delivered to Pleasant Valley County Water District in June.

2. Major Facilities Update

• **Santa Felicia Dam**

- On July 1, 2023, the lake level was 1054.
 - Habitat and migration water releases from the Santa Felicia Dam (SFD) were maintained between 10-300 cubic feet per second (cfs), for the month of June, as per the Water Release and Ramping Rate Implementation Plan for Lower Piru Creek.
 - Lake Piru reached 100% capacity and began spilling on March 16, 2023, and continues to remain full.
 - June 27, 2023, staff participated in Santa Felicia Dam Emergency Action Plan Call-Down Drill.
-

Agenda Item: 4.4 Monthly Operations and Maintenance Department Report
Information Item

- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**

- Flows at the Freeman Diversion averaged 247 cfs for the month of June, with 337 cfs of surface water being diverted on July 1, 2023.
- District staff operated the Freeman Diversion throughout the month, harvesting Castaic release flood flows, recharging basins, and delivering surface water to the PTP and PV pipelines.
- In collaboration with Environmental Services, staff performed Freeman Diversion flushes and sediment removal every Monday throughout the month of June.
- June 22, 2023, Contractor R&B Automation repaired fish entrance valve damaged during winter storms.
- Staff removed and shipped Freeman Diversion auxiliary screen to Industrial Screen in Bakersfield for chain and bearing replacement.
- Noble basins are being operated at elevated levels to increase percolation effectiveness and in preparation of potential temporary pilot pumps and pipelines to Ferro Basin, traveling through Vineyard Ave. culvert and through Vulcan and Harry's Berries properties.
- Static water levels (distance of water from the well pad to the water table):

	2023	2022	2021
Saticoy	20'	119'	128'
El Rio	68.6'	135.2'	124.7'
PTP	62'-94'	117'- 156'	114'-156'

- **Oxnard-Hueneme (OH) Delivery System**

- June 28, 2023, staff removed, inspected, and cleaned aqueous ammonia injection quill.
- Staff installed rebuilt motor on OH Well #18.
- Contractor Demar Construction graded well pad for new OH Well #20.

- **Pleasant Valley County Water District (PVCWD)**

- PVCWD received United's surface water supply, surface supply from Conejo Creek Project and received some highly treated recycled water from the City of Oxnard's Advanced Water Purification Facility (AWPF).
- Staff applied herbicide to PV reservoir embankments.

- **Pumping Trough Pipeline (PTP)**

- During the month of June, the PTP system demand was met primarily with surface water and supplemented with PTP wells.
- PTP reservoir sodium hypochlorite peristaltic pump was replaced, and a two-inch strainer installed.

Agenda Item: 4.4 Monthly Operations and Maintenance Department Report
Information Item

- Staff upgraded PTP Turnout meters 123, 134, 158 with Endress Hauser Electromagnetic flow meters.

- **Instrumentation**

- June 22, 2023, staff installed RQ30 flow meter in Freeman Diversion flushing channel.
- Instrumentation staff configured and programmed three newly installed Endress Hauser Electromagnetic flow meters on PTP delivery system.
- Staff upgraded Saticoy wellfield programable logic controllers.
- Instrumentation staff updated the Win911 alarm callout application.

- **Lake Piru Water System**

- All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of June.
- June 22, 2023, staff performed annual backflow testing and certification of eight Lake Piru distribution system backflow devices.
- 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.

3. Operations and Maintenance Projects Update

- The Iron and Manganese grant funded project is progressing well at El Rio Booster Plant. Projected ribbon cutting ceremony scheduled for September 13, 2023.

- **Other Operations and Maintenance Activities**

- The Santa Felicia Dam Emergency Action Plan sirens located in Piru were exercised on June 2, 2023.
- Contractor Travis Ag repaired 36-inch corrugated inlet piping to El Rio recharge basin #4.
- Facilitated tours at Freeman Diversion facilities.
- The monthly inspection of Santa Felicia Dam was performed.
- Monthly bacteria samples were obtained for the PTP system.
- 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.

- **Safety and Training**

- During the month of June, approximately 3100 hours of work, within the O&M department, were performed with 1 reportable accident.
- The online Target Safety assignment for June was “Water Industry Working in Extreme Temperatures”, and this month’s safety meeting covered Heat Illness Prevention in light of the increasing temperatures outdoors during this time of year.

Agenda Item: 4.4 Monthly Operations and Maintenance Department Report
Information Item

Four safety videos were shown and discussed with staff— *Nascar Heat Exhaustion Moments* by KKB, *Heat exhaustion or heat stroke: Here are the signs to know* by KHOU 11, *How to Stay Hydrated During Extreme Heat* by KSDK News, and *TACO Method Provides Rapid Cooling (Christopher Sampson, MD)* by University of Missouri Health. A safety tailgate on Cranes and Hoist was presented by El Rio staff at the monthly safety meeting. Additionally, the El Rio Water Treatment Operators completed quarterly SCBA training. 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.

Attachment: Operations Log for June

OPERATIONS LOG v 10/7/21																										
DATE	SANTA FELICIA DAM								FREEMAN DIVERSION**					RECHARGE					IRRIGATION						O-H	
	SFD EI.	Stor.	Surface	Evap.	Inflow Balance	Outflow USGS	Hydro	Rain 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	
	Ft.	A/F	Acres	Inches	Av. CFS	Av. CFS	Kw	Inches	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Misc CFSI	Weir CFS	Av. CFS	Av. CFS	A/F	A/F	A/F	%	A/F	A/F	A/F	Lbs.
A/F*		82128			115,385	47,325		47.31	604,393	63,992	25,004	68,543	30,653	20,972	40087.4608		10294.15	0.0	2,931	2,616	1,278		0.0	0	6,751	55,196
6/1/23	1054.97	82031	1213.00	0.118	24	69.966667	0	0.00	594	283	87	0	224.5	113.6	9	152.49	56.84	0.0	15.6	15.5	0.1	0.00	0.0	0.0	51.9	440
6/2/23	1054.96	82019	1213.00	0.123	65	67.973333	0	0.00	482	186	88.7	46.8	160.4	80.18	-15	98.18	25.27	0.0	45.0	8.9	36.1	0.10	0.0	0.0	54.3	458
6/3/23	1054.95	82006	1213.00	0.182	64	65.98	0	0.00	407	156	95.9	0	155.9	46.17	-27	112.98	26.27	0.0	46.4	28.3	18.1	0.06	0.0	0.0	52.0	423
6/4/23	1054.94	81994	1213.00	0.197	63	63.986667	0	0.00	374	110	95.8	0	169.1	53.57	5	46.4	8.37	0.0	9.8	9.8	0.0	0.00	0.0	0.0	44.9	377
6/5/23	1054.94	81994	1213.00	0.168	66	61.993333	0	0.00	349	125	86.1	55.9	82	51.29	4	48.98	0	0.0	41.6	20.1	21.5	0.09	0.0	0.0	51.3	425
6/6/23	1054.94	81994	1213.00	0.135	63	60	0	0.00	301	212	83.3	0	5.3	73.95	10	105.58	10.68	0.0	45.2	18.7	26.5	0.06	0.0	0.0	51.2	427
6/7/23	1054.88	81909	1212.00	0.104	65	105.6	0	0.04	340	275	65.3	0	0	113.04	28	121.16	21.24	0.0	24.0	23.5	0.5	0.00	0.0	0.0	45.7	416
6/8/23	1054.78	81800	1211.00	0.115	62	114.6	0	0.00	357	326	30.1	0	0	106.73	18	177.72	68.42	0.0	46.8	17.6	29.2	0.05	0.0	0.0	39.2	322
6/9/23	1054.68	81691	1210.00	0.266	25	73.3	0	0.00	338	302	17.3	0	19.2	94.25	18	168.14	75.19	0.0	41.1	21.0	20.1	0.03	0.0	0.0	37.5	320
6/10/23	1054.65	81643	1210.00	0.112	28	49.2	0	0.00	314	299	15	0	0	106.54	16	174.31	78.68	0.0	4.9	12.8	0.0	0.00	0.0	0.0	40.4	348
6/11/23	1054.65	81643	1210.00	0.124	41	37.8	0	0.00	301	286	15	0	0	117.91	14	152.79	70.69	0.0	1.7	1.6	0.1	0.00	0.0	0.0	35.5	297
6/12/23	1054.67	81667	1210.00	0.103	49	34.6	0	0.00	305	235	15	54.7	0.3	102.86	-1	122.77	56.93	0.0	20.8	20.7	0.1	0.00	0.0	0.0	41.8	342
6/13/23	1054.68	81679	1210.00	0.106	33	24.1	0	0.00	278	263	15	0	0	108.79	10	129.19	54.48	0.0	29.0	15.7	13.3	0.03	0.0	0.0	40.3	335
6/14/23	1054.73	81739	1211.00	0.159	47	13.1	0	0.00	290	275	15	0	0	113.87	12	141.79	45.81	0.0	13.3	13.1	0.2	0.00	0.0	0.0	40.8	312
6/15/23	1054.78	81800	1211.00	0.101	43	10.1	0	0.00	288	273	15	0	0	117.97	13	134.83	34.67	0.0	14.9	14.4	0.5	0.00	0.0	0.0	36.7	300
6/16/23	1054.83	81861	1212.00	0.101	59	25.6	0	0.00	274	259	15	0	0	119.08	0	131.68	34.63	0.0	16.3	16.0	0.3	0.00	0.0	0.0	39.9	315
6/17/23	1054.83	81861	1212.00	0.158	40	35.5	0	0.00	281	266	15	0	0	117.81	6	122.8	33.79	0.0	38.2	14.8	23.4	0.04	0.0	0.0	41.4	339
6/18/23	1054.83	81861	1212.00	0.212	41	35.5	0	0.00	287	272	15	0	0	124.43	15	129.79	39.52	0.0	4.6	4.6	0.0	0.00	0.0	0.0	34.6	276
6/19/23	1054.82	81849	1212.00	0.199	35	35.5	0	0.00	303	234	15	54.7	0	120.02	-1	105.01	36.15	0.0	18.8	18.3	0.5	0.00	0.0	0.0	44.3	350
6/20/23	1054.82	81849	1212.00	0.780	55	35.5	0	0.00	270	255	15	0	0	122.14	7	116.59	38.5	0.0	18.8	18.9	0.0	0.00	0.0	0.0	39.4	338
6/21/23	1054.81	81836	1212.00	0.230	35	35.5	0	0.00	257	242	15	0	0	122.22	0	107.8	36.25	0.0	23.7	22.6	1.1	0.00	0.0	0.0	40.1	322
6/22/23	1054.79	81812	1211.00	0.274	30	35.5	0	0.00	290	240	15	35.2	0	122.17	12	95.16	31.81	0.0	21.5	21.1	0.4	0.00	0.0	0.0	41.0	356
6/23/23	1054.75	81764	1211.00	0.222	38	56.8	0	0.00	254	239	15	0	0	105.62	4	97.75	31.44	0.0	63.2	23.2	40.0	0.08	0.0	0.0	47.9	397
6/24/23	1054.78	81800	1211.00	0.304	101	74.9	0	0.00	277	262	15	0	0	103.1	5	108.12	34.86	0.0	88.9	15.1	73.8	0.14	0.0	0.0	45.3	418
6/25/23	1054.66	81655	1210.00	0.196	6	74.2	0	0.00	291	276	15	0	0	114.62	4	128.81	44.62	0.0	56.6	2.8	53.8	0.10	0.0	0.0	37.8	305
6/26/23	1054.54	81497	1209.00	0.225	1	74.8	0	0.00	296	239	15	42	0	108.79	-6	124.41	47.28	0.0	22.2	20.4	1.8	0.00	0.0	0.0	36.0	305
6/27/23	1054.46	81413	1208.00	0.243	40	76.1	0	0.00	274	259	15	0	0	104.4	-1	135.54	51.32	0.0	38.7	16.2	22.5	0.04	0.0	0.0	33.4	301
6/28/23	1054.37	81304	1207.00	0.252	27	76	0	0.00	272	257	15	0	0	109.64	1	140.47	54.81	0.0	12.6	12.5	0.1	0.00	0.0	0.0	34.6	388
6/29/23	1054.28	81195	1206.00	0.142	25	76	0	0.00	269	254	15	0	0	97.63	1	132.13	51.88	0.0	46.6	15.8	30.8	0.06	0.0	0.0	33.4	301
6/30/23	1054.53	81497	1209.00	0.218	234	75.9	0	0.00	260	245	15	0	0	95.24	-5	131.85	51.89	0.0	46.0	15.9	30.1	0.06	0.0	0.0	36.0	305
TOTAL CFS					1506	1676		0.04	9473	7402	965	289	817	3088	156	3695	1252	0.0								
AVERAGE CFS					50	56			316	247	32	10	27	103	5	123	42	0.0								
TOTAL A/F					2983	3318			18756	14656	1910	573	1617	6114	310	7317	2480	0.0	917	480	445		0	0.0	1249	10558
MONTHLY REVENUE TO DATE (approx.)							\$0	K																		
AVERAGE A/F					99	111			625	489	64	19	54	204	10	244	83	0.0	31	16	15	3%	0	0.0	42	352
WATER YEAR TOTALS A/F					118,368	50,643		47.35	623,149	78,648	26,913	69,115	32,270	27,085	47,714		12,774	0.0	3,847	3,096	1,722		0	0	7,999	65,754
* Input total A/F previous month																										
** Daily averages imported from Ranch Systems																										
*** Fish facility flows include Denil fishladder, aux pipe and smolt bypass pipe																										
I 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 25, 2023 (July 12, 2023, meeting)

Agenda Item: 4.5 Monthly Park and Recreation Department Report
Information item

Staff Recommendation:

The Board will receive and file this staff report from the Parks and Recreation Department regarding its activities for the month of June 2023.

Discussion:

In the month of June, staff saw visitation numbers steadily rise to a level not experienced since the outdoor camping boom of 2005 and 2006. As schools began getting out and weather started to warm up, there have been significantly larger crowds every weekend. Summer Construction Inc. (SCI), the district's contractor tasked with the January 9, 2023, storm disaster response, has continued to make significant steps toward the completion of the roadway project at Lake Piru Recreation Facility.

To date, all that remains is the permanent repair of two drains that are wetted due to springs upstream. These areas will need to dry out before the repair can be completed. In collaboration with the Operations and Maintenance staff and the Environmental services team, flows out of the lake were transitioned away from the Spillway and onto the Outlet Works to allow SCI to make repairs to the dry creek crossing below the dam, and to gain access to the East Road to begin cleanup efforts in that area.

It should be noted that the section of road below the spillway, referred to as the dry creek crossing, had been washed out due to the significant flows initially associated with the spill and made accessibility for heavy equipment to the east road not possible. As of June 5, the Potholes Trail was reopened by the United States Forest Service. As the Board is aware, the roadway to the trailhead, which is under the jurisdiction of the USFS, was closed after the January 9, 2023, storm disaster due to more than forty mudslides along its route. Having this trail open means a wider patrol area for Park Rangers. As the summer warms up there will be greater concern and emphasis placed on hikers visiting the area.

1. Staff Tasks and Activity Highlights

- **June 2, 16:** Staff hosted a routine interpretive event called “Smores and Stories.” During these events, Rangers have the unique opportunity to educate kids on local history, fauna, and flora, while offering the opportunity for smores. These events present an excellent opportunity to interact with the community.
- **June 2:** The district’s work barge, used for moving anchors, underwent a mechanical overhaul. The work barge is instrumental in setting navigational buoys and setting anchors for the marina in place.
- **June 5:** Potholes Trail reopened to the public by the USFS after nearly five months of being closed due to storm damage resulting from the January 9, 2023, storm disaster.
- **June 6-15:** Staff performed ongoing noxious weed abatement, spraying and removal efforts using hand tools. The record setting rains have resulted in unprecedented noxious weed growth and this task is anticipated to be ongoing.
- **June 12:** Ranger staff assisted staff from California Fish and Wildlife in performing an electrofishing survey of the various species of fish found at Lake Piru. The study utilized an electrofishing boat and made it possible to measure and record all fish in a short period of time.
- **June 12-16:** Recreation staff supported Summer Construction in facilitating a repair to the dry creek crossing below the Santa Felicia Dam. This effort included scheduling efforts and conducting nesting bird surveys in a critical habitat area.
- **June 19-23:** Pacific Vista Landscape Services completed annual weed abatement efforts in and around the Pothole Trailhead facility. This included the re-establishment of a fire break perimeter, weed abatement around the access road and clearing around the structures in compliance with county fire regulations.
- **June 23:** Staff working on cleanup in the lower marina parking lot in anticipation of paving project which is slated to occur in July. This effort included moving stored trailers and more than forty buoys that are ten feet in length. This equipment was being stored in the area after the January 9, 2023, storm disaster response and had to be moved.
- **June 26-30:** Staff supervised the FEMA cleanup efforts along the east road and continued working with the FEMA staff on the grant reimbursement efforts associated with federal funding for cleanup and recovery efforts throughout the district. This effort has been a significant undertaking for staff.

2. Staff Training/Meetings/Events

- **June 1:** Staff successfully completed CPR training that was hosted by United’s Risk and Safety Manager, Tony Huynh.
 - **June 3:** Staff hosted a “Howl at The Moon” Nighttime fishing event. This event is a recurring monthly event which takes place around the full moon cycle and allows guests to fish from 5pm to 1am.
 - **June 7:** Staff hosted a monthly recreation committee meeting with members of the board to discuss and review the draft facilities improvement plan, which was approved by the board at the regular June board meeting.
 - **June 15:** Staff attended the annual Fire Extinguisher training at Santa Felicia Dam.
 - **June 19:** Staff hosted a film shoot for Black Mountain LLC who conducted a video shoot
-

for a music video. The shoot generated \$1,100 of revenue.

- **June 27:** Staff participated in a District wide emergency action plan call down drill.
- **June 28-29:** Staff participated in security evaluation associated with the Santa Felicia Dam Safety Improvement Project for identifying security improvements for the dam.

3. Revenue and Visitation Recap

2023 Day Use/Other Revenue Recap and Comparison	
2023 Day Use/Other Revenue (Jan. 1 – June 25)	\$133,414.50
2022 Day Use/Other Revenue (Jan. 1 – June 25)	\$138,006.70
Total Revenue Increase/Decrease from Prior Year	-\$4,592.20
Annual Increase/Decrease in %	-3.4%
2023 Camping Revenue Recap and Comparison	
2023 Camping Revenue (Jan. 1 – June 25)	\$371,708.64
2022 Camping Revenue (Jan. 1 – June 25)	\$351,192.00
Total Revenue Increase/Decrease from Prior Year	+\$20,516.64
Annual Increase/Decrease in %	+5.8%
Total Combined Revenue Current and Previous Year Comparison (2023 vs. 2022)	
2023 All Revenue (Jan. 1 – June 25)	\$505,101.14
2022 All Revenue (Jan. 1 – June 25)	\$489,198.70
Total Revenue Increase/Decrease from Prior Year	+\$15,902.44
Annual Increase in %	+3.25%

***It should be noted that the above figures have not been verified by the district's finance department

2023 Total Visitation Figures				
Month	# People	# Vehicles	# Vessels	Pets
January	598	414	16	10
February	1,698	366	0	3
March	3,475	1,036	0	3
April	11,466	3,222	125	67
May	12,194	3,242	514	47
June	12,873	2,955	513	29
Total	42,304	11,235	1168	159

4. Incidents/Arrests/Medicals

- **June 6:** Staff responded to a reported vessel accident. The reporting party claimed he was struck on the starboard side of his kayak. The responding ranger escorted the responsible party off the lake. Due to no witnesses to this incident, no citations were issued. The incident was documented and recorded.
 - **June 17:** Staff responded to an unsafe child/domestic dispute. The ranger staff were contacted by a young child who claimed her parents were fighting, throwing things, and stated she felt unsafe. Staff requested assistance from Ventura County Sheriff's office who responded and assisted staff. The child was handed back to the parents and there were no further issues.
-

- **June 18:** Staff responded to a report of a fight in the Oak Lane bathroom. Upon arrival the fight was over. Staff requested assistance from Ventura County Sheriff's office who responded and assisted staff. Due to no one wanting to provide a statement, VCSD was unable to enforce any action. Ranger staff continued to monitor the group throughout the night with no further issue.
- **June 18:** Staff responded to a report of inappropriate touching between two male visitors. The victim claimed there was drugs inside the vehicle. Staff requested assistance from Ventura County Sheriff's office who responded and assisted staff. Deputies pulled over the vehicle responsible, however they were unable to substantiate any evidence of drugs. The victim requested the report be anonymous, no charges were filed.

5. Citations/Enforcement Summary

Throughout May, eight citations were issued for violations of district Ordinance 15 and or for violations of the California Penal Code of the California Harbors and Navigation Code. Additionally, it should be noted that Ranger staff issued numerous verbal warnings throughout the month for violations of district ordinances and state laws.

6. Grants

Currently there is nothing new to report.



Staff Report

To: UWCD Board of Directors

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

From: John Lindquist, Water Resources Supervisor
Jason Sun, Supervisory Water Resources Engineer

Date: June 28, 2023 (July 12, 2023, meeting)

Agenda Item: 4.6. **Monthly Water Resources Department Report and update on Activities of local Groundwater Sustainability Agencies (GSAs) Information Item**

Staff Recommendation:

The Board will receive a summary report on various Water Resources Department activities for the month of June 2023, including a summary of the monthly activities of the three local Groundwater Sustainability Agencies (Fox Canyon Groundwater Management Agency, Fillmore and Piru Basins GSA, and Mound Basin GSA), for which District board members serve as member directors, and the Santa Paula basin (adjudicated) Technical Advisory Committee, for which District staff serve as members.

Discussion:

Staff Activities

Notable efforts and activities conducted by staff during the past month included the following:

- Hydrology:
 - Staff continued to assist with planning and coordination for the purchase and release of Table A water and supplemental State Water Project (SWP) water acquired from other SWP contractors. Staff secured 2,079 acre-feet (AF) of SWP Article 21 water was released from Castaic Lake starting Wednesday, June 21 and received at Freeman Diversion by June 27. Staff continue seeking opportunities to secure additional Article 21 water in the coming months.
 - Staff continued to coordinate the release to captured stormwater from Castaic Lake to the Downstream Users and are actively monitoring several gaging locations to assess flow conditions along the Santa Clara River and major tributaries.
-

Agenda Item: 4.6. Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs) Information Item

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- Staff continued to provide input on operational decisions at Freeman Diversion to manage problems with sediment accumulation near the intake structure, maximize diversions, and comply with regulatory requirements to provide bypass flows for fish migration and passage.
- Staff continued to assist Environmental Services and Engineering Departments in evaluating fish passage design modifications under consideration for United's Habitat Conservation Plan (HCP), including assisting with planning and interpretation of physical modeling efforts at the Bureau of Reclamation's facility in Denver and at the University of Iowa.
- Staff continued to provide input to support compliance with *O. mykiss* migration release requirements at Santa Felicia Dam.
- Staff continued to coordinate with recharge operators at Saticoy to measure percolation rates in individual basins and then dry and disc the basins when necessary to maintain optimum percolation rates for the facility.
- Staff continued to assist the Engineering Department in developing a reservoir operations plan and hydrological risk assessment for Lake Piru.
- Staff interviewed candidates for an open position for either a Hydrologist or an Associate Hydrologist position with the District.
- Hydrogeology:
 - Staff continued the District's routine groundwater monitoring and reporting activities.
 - Staff participated in meetings of the Groundwater Sustainability Agencies (GSAs) within the District, as detailed below.
 - Staff coordinated with United's consultant, Earth Systems, to complete a geotechnical evaluation report for the SCR-1 levee adjacent to Ferro Basin. The study focused on levee stability if the basin were to be filled with water to test its potential for recharge operations. Ventura County Watershed Protection District staff will review the report and provide comments to United.
 - Staff met with the City of Oxnard and the FCGMA to aid in finding ways for the City to use its recycled water credits in a manner that supports the sustainability goals for the Oxnard Basin.
 - Staff continued to assist the Engineering and Environmental Services Departments and their consultants on environmental permitting and engineering design efforts for Phase 1 of United's EBB Water Project.
 - Staff are supporting selection of locations and design specifications for extraction wells to be included as Phase 1 of the EBB Water Project.
 - Staff are planning for installation of EBB Water Project Phase 1 groundwater monitoring wells and are managing the SGM Grant activities associated with this effort. Staff recommended selection of a consultant for monitoring well

Agenda Item: 4.6. Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs)
Information Item

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design and construction oversight to United's Board of Directors at the June 14, 2023, meeting; the recommendation was approved by the Board, and staff are supporting contract implementation and execution.

- Staff are developing a monitoring plan for Phase 1 of EBB Water (extraction of brackish water and discharge without treatment), to measure and evaluate potential effects on groundwater elevations, hydraulic gradients, and groundwater quality in the project area. The information collected will be used in support of operation of Phase 1 (if necessary) and provide data to support optimization of design of Phase 2.
- Groundwater Modeling:
 - Staff have updated the Coastal Plain Model as part of the efforts to support FCGMA's GSP update. The updated Coastal Plain Model has two versions based on MDOFLOW-NWT and MODFLOW-USG. The MODFLOW-NWT version simulates the groundwater flow, and the MODFLOW-USG version simulates both the flow and solute transport. Both versions will be available for FCGMA's GSP simulations. Staff held meetings with FCGMA staff and its consultant, DUDEK, to discuss the modeling support efforts.
 - Staff met with Camrosa MWD's staff and consultants to discuss United's understanding of hydrogeologic conditions in the northeast Pleasant Valley Basin, as Camrosa intends to construct a groundwater flow model in that area. Following the call, United e-mailed available groundwater quality and elevation data to Camrosa's consultant.
 - Staff have assisted the City of Ventura and their consultant in modeling travel times and areas of influence for their proposed indirect potable reuse project located near their Golf Course wells in the NW portion of the Oxnard basin. The City of Ventura has extended the professional consulting services agreement with the District to June 30, 2024.
 - Staff started to perform modeling analysis for litigation support.
 - Staff continued to simulate Phase 2 of the EBB Water project to better understand the benefits and limitations of the EBB Water project.
- Outreach and Education
 - Staff attended webinars on "Groundwater Accounting in California," DWR's "Watershed Management Resource Management Strategy," and the North Pleasant Valley Desalter Project.
 - Staff gave a presentation on groundwater conditions in the Santa Paula Basin and adjacent basins at the Santa Paula Basin Pumpers' Association annual meeting.

Agenda Item: 4.6. Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs) Information Item

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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 Basins. United staff continued to meet periodically with FCGMA staff and other stakeholders to analyze benefits and impacts of water-supply projects and different variations of those projects in support of developing a sustainable, resilient water-supply portfolio for the service areas of both agencies. United staff also attended and, where appropriate, contributed to, FCGMA Board and Committee meetings, as follows:

Board of Directors meetings – The next regular FCGMA Board meeting is scheduled for June 28 at 1:30 pm, which is after the submission deadline for this staff report. Therefore, a summary of the meeting will be included in next month's staff report. Notable agenda items include:

- The FCGMA Board will receive and file a report from Agency staff regarding deliveries of recycled water from the City of Oxnard and usage of Recycled Water Pumping Allocation (RWPA) by the City in accordance with Resolution No. 2013-2.
- The FCGMA Board will receive a presentation on, and potentially adopt, their staff's proposed work plan and budget for fiscal year 2023-24.
- The FCGMA Board will consider authorizing their Executive Officer to:
 - Grant temporary variances for the current water year for agricultural operators in the Las Posas Valley (LPV) Basin with pending variance applications based on the highest reported extractions that did not incur surcharges in Crop Years 2017/18 through 2020/21.
 - Grant temporary variances for the current water year for M&I operators in the LPV Basin with pending variance applications based on Temporary Extraction Allocation (TEA) or prior variance.
- The FCGMA Board will receive a presentation from Agency staff and consider approving the Operations Committee's recommendations for process and criteria for ranking and prioritizing water-supply projects for funding and inclusion in Groundwater Sustainability Plans.
- Receive and file a staff report and presentation on the Notice of Groundwater Adjudication in the Oxnard and Pleasant Valley Groundwater Basins.

The next regular Board meeting is scheduled for July 26 at 1:30 p.m.

Operations Committee meetings – None were held last month.

Executive Committee meetings – There was an Executive Committee meeting held on June 15, focusing on CombCodes--how they are being used in the basin and potential changes that may benefit the basins while still providing needed flexibility for agricultural operations. The Committee directed staff to begin developing new draft language for CombCode application forms explaining owners' responsibilities. The Committee members agreed that the more challenging

Agenda Item: 4.6. Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs)
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aspects of CombCodes, such as whether to allow transfer of pumping between management areas, or multi-owner CombCodes, required additional consideration.

Fiscal Committee meetings – There was a Fiscal Committee meeting held on June 9. The main topic of discussion was development of a work plan and budget for FY 2023-24.

OPV Variance Review Committee meeting – None were held last month.

Ad Hoc OPV Projects Committee meetings – None were held last month.

Fillmore and Piru Basins Groundwater Sustainability Agency (FPBGSA)

Staff continue to participate in FPBGSA activities supporting SGMA compliance and GSP implementation for the Fillmore and Piru basins, as follows:

Board of Directors meetings – The FPBGSA held a regular board meeting on April 20. Notable topics included:

- Daniel B. Stephens & Associates was selected for ongoing technical support services and online groundwater database hosting.
- The Board approved extending the current extraction fee (\$12 per AF) to the next fiscal year, and adopted the proposed budget for FY 2023-24.

The next FPBGSA Board meeting is scheduled for July 20, at 4:00 p.m.

GSP implementation – None this month.

Mound Basin Groundwater Sustainability Agency (MBGSA)

Staff continue to participate in MBGSA activities supporting SGMA compliance and GSP implementation for the Mound basin, as follows:

Board of Directors meetings – The MBGSA Board held a regular meeting on June 26. Notable topics included:

- Executive Director Bryan Bondy provided a briefing on construction of Monitoring Well A (a cluster of three monitoring wells) in 2022 at the Ventura Water Reclamation Facility. This well cluster will be included in United's routine monitoring program for groundwater quality and elevations.
- The Board approved a resolution establishing a groundwater extraction fee of \$97 per AF.

GSP implementation – Staff provide the MBGSA's Executive Director and consultants various groundwater level and quality data periodically, as requested, as part of implementation of the Mound Basin GSP.

**Agenda Item: 4.6. Monthly Water Resources Department Report and Update on
Activities of local Groundwater Sustainability Agencies (GSAs)
Information Item**

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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 2022.

Staff Report

To: UWCD Board of Directors

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

From: Josh Perez, Chief Human Resources Officer
Brian Zahn, Chief Financial Officer
Destiny Rubio, Human Resources Generalist

Date: June 27, 2023 (July 12, 2023, Meeting)

Agenda Item: 5.1 **Resolution 2023-12** Approval of Memorandum of Understanding (MOU) between United Water Conservation District (UWCD) and the Service Employees International Union (SEIU), Local 721
Motion

Staff Recommendation:

The Board will consider adopting Resolution 2023-12, approving the Memorandum of Understanding (MOU) between United Water Conservation District (UWCD) and Service Employees International Union (SEIU) Local 721.

Discussion:

The current MOU between the District and SEIU Local 721 expires on June 30, 2023, after a term of 4 years. The District's bargaining team included Chief Human Resources Officer Josh Perez, Chief Financial Officer Brian Zahn, Human Resources Generalist Destiny Rubio, and General Manager Mauricio Guardado, with Josh Perez designated as the chief negotiator. Additionally, the Board designated the Executive Committee, consisting of the three current Directors who serve as officers. They include President Bruce Dandy, Vice President Sheldon Berger, and Secretary/Treasurer Lynn Maulhardt, to provide overall guidance to the bargaining team. The Executive Committee met with the bargaining team throughout the bargaining period to establish a bargaining framework and to provide guidance on fiscal requirements. In negotiations with the SEIU Local 721, seven bargaining sessions were conducted, beginning on January 18th, and concluding on June 6th. The general approach was to use the existing MOU as the starting point and amend/add sections as appropriate to incorporate 1) agreed-upon changes in the MOU reached through negotiation; 2) statutory changes since the last MOU was ratified in 2019, and 3) changes to provide clarification regarding District policies that had been adopted during the past four years of the current labor agreement but not officially added to the existing MOU.

Agenda Item: 5.1 Resolution 2023-12 Approval of Memorandum of Understanding (MOU) between United Water Conservation District and Service Employees International Union (SEIU), Local 721
Motion

Subject to Board approval, the parties have tentatively agreed to the following key changes to the current MOU, as summarized following.

- Salary Increase of 4.0% in Fiscal Year 2023-2024, 3.0% in Fiscal Year 2024-2025, 2.0% in Fiscal Year 2025-2026, and 3.0% in Fiscal Year 2026-2027.
- Increased Tuition Reimbursement from \$2500 to \$3500 annually.
- Deferred Compensation beginning at 1.25% in Fiscal Year 2023-24, with subsequent increases of 0.25% annually for Fiscal Years 2024-2025 and 2025-2026, which would increase the total district matching compensation to 1.75% for those participating in the District's 457(b) plan.
- Additional two O&M staff members (1 Treatment Operator, 1 Recharge Operator) requested to better balance workload, on call scheduling, and work life balance through 9/80 opportunities for field staff dedicated to the Districts core mission of surface and groundwater recharge efforts.
- Additional money annually for those who qualify for safety footwear (increase from \$250 per year to \$300 per year).
- Standby Premium Pay in lieu of Overtime/Compensatory Time Accrual for represented staff who serve on call.

Fiscal Impact:

The fiscal impact of the tentative agreements, along with the District's last wage proposal, is consistent with the District's Fiscal Year 2023-2024 adopted budget, and is consistent with overall guidance received from the Executive Committee, seeking to provide a vision for the District on long-term financial salary and benefit increases and ensure the positive momentum and work at the District continues.

Attachments:

A – Resolution 2023-12

B – Memorandum of Understanding between the United Water Conservation District and Local 721 Service Employees International Union

C – Position Range Changes – Salary Survey

RESOLUTION 2023-12

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
UNITED WATER CONSERVATION DISTRICT AUTHORIZING APPROVAL
OF THE MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN
THE UNITED WATER CONSERVATION DISTRICT AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 721 REPRESENTING THE
BARGAINING UNIT**

WHEREAS, the General Manager and designees have met and conferred with the authorized representative of the Service Employees International Union Local 721 to reach a tentative agreement on a four-year memorandum of understanding that will span from July 1, 2023 through June 30, 2027.

WHEREAS, the details of those negotiations have been reviewed by the Executive Committee of the Board of Directors of United Water Conservation District and the Service Employees International Union Local 721 and ratified by the bargaining unit.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of United Water Conservation District that said Memorandum of Understanding be approved and effective July 1, 2023

ADOPTED AND PASSED this 12th day of July, 2023.

ATTEST _____
Bruce E. Dandy, President

ATTEST _____
Lynn E. Maulhardt, Secretary/Treasurer

SEIU Local 721
United Water
Conservation District
Memorandum of Understanding

July 1, 2023
through
June 30, 2027



MEMORANDUM OF UNDERSTANDING
Between the
UNITED WATER CONSERVATION DISTRICT
and the
SERVICE EMPLOYEES INTERNATIONAL UNION
Local 721, CLC
July 1, 2023 through June 30, 2027

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1. PARTIES AND DEFINITIONS

- 1.1 This Memorandum of Understanding is between authorized representatives of United Water Conservation District and authorized representatives of District's General Employees bargaining unit.
- 1.2 Unless otherwise apparent from their usage, the following terms have the following meanings:
 1. "District" means the United Water Conservation District
 2. "Board" means the Board of Directors of the District.
 3. "SEIU" means the Service Employees International Union Local 721, CLC.
 4. "Union" means the membership of the bargaining unit.
 5. "MOU" means the Memorandum of Understanding.
 6. "District negotiators" means the authorized representatives of the District.
 7. "PERS" means the Public Employee Retirement System.

2. PURPOSE

It is the purpose of the MOU to promote and provide for harmonious relations, cooperation and understanding between the District and the regular full-time employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and conditions of employment of employees covered herein. The parties jointly agree to submit this MOU to the Union and Board for adoption and implementation.

It is agreed that this MOU shall be binding on the District and SEIU upon acceptance by the Board and Union. Should either the Board or membership of the employees' Union fail to ratify this MOU, negotiations shall be reopened within ten (10) days. Upon implementation, the MOU shall supersede any conflicting rule or regulation of the District. All District policies specifically referred to herein, including policies reflecting wages, hours, and the terms and conditions of employment, shall remain in force and unaltered, except as they may be amended by agreement of the parties to this MOU or as required by any state or federal law.

3. RECOGNITION AND COVERAGE

The District recognizes SEIU as the sole and exclusive bargaining representative of the regular full-time District employees except for the following exclusions from the bargaining unit part-time, seasonal, and temporary employees; directors; officers; managers and confidential employees (i.e. management classification employees). Future positions created through reorganizations and growth that meet the legal criteria for the foregoing exclusions shall also be excluded from the bargaining unit.

4. TERM

- 4.1 This Memorandum of Understanding is effective 12:01 a.m. on July 1, 2023 and expires 11:59 p.m. on June 30, 2027, except that all District policies specifically referred to herein shall remain in force and unaltered, except as they may be amended by agreement of the parties to this MOU or as required by any state or federal law.
- 4.2 District and Union will meet and confer again regarding amendments to wages, hours, and conditions of employment, between January 1st and expiration of current MOU (June 30th, 2027) unless both parties consent to meet earlier.

5. COMPENSATION

- 5.1 The District salary ranges are set per District job classifications as indicated in APPENDIX B.
- 5.2 New hires shall advance one step within a range upon satisfactorily completing the nine (9) months probationary period. All other step increases within a range shall be based on satisfactory or better performance according to the employee's annual performance evaluation and at the discretion of management. If denied a merit increase, an employee may invoke the appropriate grievance procedure.
- 5.3 The wage increase for the term shall be four percent (4.0%) beginning on July 1, 2023, three percent (3.0%) on July 1, 2024, two percent (2.0%) on July 1, 2025, and three percent (3.0%) on July 1, 2026.
- 5.4 The District will conduct a salary survey within the terms of this Agreement to determine if salary ranges are competitive with industry standards.

The District's goal is to maintain a high quality and competitively compensated work force. The District believes it achieves this goal via offering salary ranges that provide for maximum monthly salary levels that are equal to or approximately equal to the median maximum monthly salaries offered by selected agencies.

Therefore, the District shall conduct a Salary Survey at least once during the term of the MOU. UWCD will then meet and confer with SEIU regarding appropriate adjustments to be considered to salary ranges, as determined necessary by the District to meet its stated goal, for adoption by the Board of Directors. Each update and all future surveys will be based on the classifications listed in Appendix B.

Classifications are surveyed based on their assigned duties and/or responsibilities (not necessarily job titles). During the course of the term of this MOU job classifications may be added, eliminated or amended based on need or change in operations. As this occurs the District will determine and/or assign the appropriate job classification that will be assigned or impacted by the change(s) and provide SEIU with appropriate notification of the revision(s) and will meet and confer as required by statute.

Therefore, as of October 2026, the District will directly contact the following agencies to be used in the survey:

- Calleguas Municipal Water District
- Casitas Municipal Water District
- Castaic Lake Water Agency
- County of Ventura
- City of Oxnard
- City of San Buenaventura
- City of Thousand Oaks
- Montecito Water District
- Las Virgenes Municipal Water District
- City of Port Hueneme/Port Hueneme Water Agency

The Salary Survey will be considered complete after all of the above-mentioned agencies have responded (to the UWCD or ACWA Survey) with the appropriate data needed to compare "maximum monthly salary" data for the positions. If the District is unable to collect the appropriate data from all of the listed agencies (due to reasons outside the District's control) SEIU and the District may utilize the data that can be collected and/or substitute another appropriate agency that is agreeable with both parties in order to provide a thorough and well represented survey as possible.

If a District classification's salary range includes a maximum monthly salary that is 95% or greater than the median maximum monthly salary, as calculated from the survey data, no salary range adjustment will be considered necessary to job classification's salary range.

If a District classification's salary range includes a maximum monthly salary that is less than 95% of the median maximum monthly salary, calculated from the survey data, an adjustment to classification salary range will be considered for implementation by the District (based on the salary survey results and the District's stated compensation goal) to achieve at a minimum approximately 100%, up to 110%, of the calculated median maximum monthly salary level for the job classification's salary range maximum monthly salary and any appropriate corresponding adjustment to the linked job classifications' salary ranges. The District will meet and confer with SEIU representatives at the conclusion of each survey.

The current job classifications and assigned salary ranges as of July 1, 2023 are attached as Appendix B.

6. PREMIUM PAY

- 6.1 The District recognizes that, though possession of certain skills and certifications may not be necessary for an employee's current position, it is beneficial to have these skills and certifications in reserve and to have qualified staff ready to move into other positions which might become vacant. Consequently, the District offers salary premiums for certain job classes upon acquisition and maintenance of these certifications. Valid certification or license documents must be presented before premium pay can be received.
- 6.2 Class "A" Driver's License: The District will pay a premium of two and one-half percent (2 ½ %) of a staff member's regular base salary for possession of a valid California Class "A" driver's license. The premium will be paid out every pay period on the employee's regular paycheck. This premium is available only to Operations & Maintenance Department staff not otherwise in a Supervisor or Lead/Senior job class.
- 6.3 Water Treatment Certification: The District will pay a premium of two and one-half percent (2 ½ %) of a staff member's regular base salary for possession of a valid California Department of Health Services (DHS) Water Treatment certification of Grade 2 or higher. The premium will be paid out every pay period on the employee's regular paycheck. This premium pay is not available for possession of a DHS Distribution certification of any grade, and it only is available to Operations & Maintenance Department staff not stationed at the El Rio site.
- 6.4 EMT Certification: The District will pay a premium of two and a half percent of an employee's regular base pay for possession of a valid Emergency Medical Technician I (EMT-1) certification issued by the County of Ventura. The premium will be paid out every pay period on the employee's regular paycheck. The premium is only available to the Park and Recreation Department and staff working at the Santa Felicia Dam location.
- 6.5 Certified County of Ventura Backflow Tester and Certified Cross Connection Control Specialist: The District will pay a premium of two and a half percent (2 ½ %), of a staff member's regular base salary upon obtaining a County of Ventura Backflow Tester certification and Cross Connection Control Specialist certification. The premium will be paid out every pay period on the employee's paycheck. This certification is only available to Operations & Maintenance Department staff deemed necessary to obtain certification by the O&M Department leader.

7. EMPLOYEE PERSONNEL FILES

As a minimum standard, the District shall comply with California law regarding the maintenance of and access to employee personnel records. Access to the employee personnel file (including simple copying) is restricted to the employee, appropriate managers, and their confidential aides or employees who must have access as part of their employment. All documents of any kind, whether formal or informal, reflecting any matters related to employee status or performance, whether positive or negative, shall be placed into the employee personnel file. Prior to placing any document into an employee's personnel file, the employee shall be provided a copy of the document and the employee will sign/initial and date the original document to be placed in his/her personnel file signifying that they have been provided a copy of the document. This action does not indicate that the employee has read or agrees with the content of the document but only signifies that they have received a copy of the document. If an employee refuses to sign/initial the original document the employee must indicate in writing why they refused to signify receipt of the document and this document will also be placed in their personnel file attached to the original document. With the exception of confidential items such as reference letters and oral examination rating sheets, employees shall have the right to inspect the contents of their personnel file in the presence of the Human Resources Department Head or assigned designee by making a written request to the Human Resources Department Head or assigned designee for an appointment to do so. Employees also may designate in writing their SEIU representative to inspect the file. The SEIU Representation Authorization Card satisfies the requirement for written authorization.

Employees may not alter, write or mark upon or remove the contents of their personnel files. Employees may insert additional documents into their personnel files. An employee may request in writing that documents relating to a specific disciplinary action be removed from the employee's file subject to the following conditions: (1) two years have lapsed since the disciplinary action occurred; (2) no additional disciplinary action against the affected employee has taken place during the two-year period prior to the request; (3) no disciplinary action against the employee is pending at the time of the request. Approval of the request is subject to the sole discretion of the District's General Manager.

8. UNION DUES DEDUCTION, COPE AND INDEMNIFICATION

A. Dues Deduction

The District will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union. Each pay period, the District shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday.

Each pay period, the Union shall provide the District with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The District shall make the dues and other applicable deductions from the employees' paychecks and issue a check to the Union within (5) business days of each payday. The District shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The District shall make the deduction of the voluntary contributions in the same manner as the dues deduction process. Every pay period the Union will notify the District with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction. Employees may discontinue voluntary political deduction by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the District as soon as possible and no later than before the next full pay period cycle.

C. Indemnification

The Union agrees to indemnify and hold the District harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

9. ORGANIZATIONAL LEAVE AND NEW EMPLOYEE ORIENTATION

A. Union Release Time. Pursuant to Government Code section 3505.3, the District shall allow a reasonable number of employee representatives reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:

1. Formally meeting and conferring with representatives of the District on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the Union in conferences, hearings or other proceedings before the Public Employment Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the District or by the District against the Union; and
3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.

To be eligible for this leave, the Union must provide notification to the District requesting leave under this section, consistent with section C below.

For purposes of this section, “designated representative” means an officer of the employee organization or a member serving in proxy of the employee organization.

Time spent on these activities shall not count as “hours worked” for purposes of eligibility of overtime. Employees will not be paid overtime for time spent on these activities. An employee who performs these duties outside of their scheduled hours shall not be compensated for time spent on these duties.

B. Union Representative Leave of Absence. Pursuant to Government Code section 3558.8, the District shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling an employee or employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full time, part-time, periodic or intermittent basis.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District’s certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee steward (as defined by law) or representative shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency or

other operational needs. District shall provide at least two weeks' notice of the need to recall an employee.

4. Compensation — Compensation for release time shall not exceed the employee representative's standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full-service credit during the leave of absence and shall pay their member contributions.
5. Written Notice — For leaves requested pursuant to Government Code sections 3505.3, where the request for leave is for three {3} consecutive days or less, the Union shall submit a written request to the Department Head of the employee taking leave at least seven (7) calendar days in advance of the requested leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit a written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose of the leave, the dates of the leave requested, and duration of the requested leave. The District has the discretion to deny the requested leave if the requested leave will negatively impact the efficiency of business operations.
6. Reporting — The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting during leave pursuant to Government Code sections 3505.3 and 3558.5 is accurate, and that the employee is performing the duties of a steward or officer or representative of the Union during the leave.
7. Indemnification — The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under Government Code sections 3505.3 or 3558.5 to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold the District harmless.

- C. United Water District shall provide the Union written notice of Employer- wide new employee orientations (no matter how few participants, and whether in person or online) at least ten (10) business days prior to the orientation. In the event a hire is made within a short time frame, the District will give as much reasonable notice as possible. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New Employees" under this section shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion. The District shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, access to the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

10. USE OF VEHICLES

Mileage for use of a privately-owned vehicle, for District purposes and approved by the appropriate supervisor, will be paid at the rate that is consistent with IRS reimbursement regulations.

11. DISCIPLINARY MEASURES; DISCIPLINARY ACTIONS

The District shall amend its personnel manual to state that the District retains the sole discretion to implement all disciplinary measures, including without limitation admonishment, reprimand, dismissal, suspension, or restitution, in any order and at any time as appropriate to address an employee's violation of one or more of the District's policies and procedures or this MOU. The District agrees to amend its personnel manual to incorporate Appendix A of this MOU regarding disciplinary action and employee rights of appeal into its disciplinary policies.

12. PRE-EMPLOYMENT DRUG AND FITNESS FOR DUTY EXAMS

After receiving and accepting an offer of employment, but prior to commencing work, new employees shall undergo a pre-employment drug test. The drug test shall be performed at a medical facility selected by the District, and the District shall pay all medical costs associated with the test. For certain positions, a physical or hearing test may be required. In those specific cases, the district will select a medical facility where those tests/exams shall be performed.

The District shall maintain the privacy and confidentiality of all employee medical information in accordance with applicable state and federal laws.

13. PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

Employee Paid Member Contributions (EPMC)

For employees enrolled in PERS prior to January 1, 2013 (i.e., “classic” PERS members), the District will pay the full employees’ statutorily required member contribution and report this Employer Paid Member Contribution (“EPMC”) to CalPERS as compensation earnable.

For employees enrolled in PERS on or after January 1, 2013 (i.e. “new” PERS members), there shall be no EPMC paid by the District. The District’s agreement with CalPERS provides employees with a compensation formula of 2.5% at 55 years of age for Classic PERS members. Per PEPR, the formula for new PERS members will be 2.0% at 62 years of age. Pursuant to Government Code Section 7522.30, all new PEPR members are required to pay the employee’s EPMC share of their retirement contribution costs.

14. INSURANCE

14.1 Group Health Benefits

A regular full-time employee is eligible to participate in group medical benefits. These benefits include health, dental, and vision insurance plans. The District contracts with CalPERS Health Care which offers a number of health plan options, including HMO and traditional insurance plans.

An employee is eligible for medical insurance on the first day of the month following submittal of a signed enrollment application. Employees have sixty days from the date of hire to enroll. Unless applied for when first eligible, evidence of insurability will be required before being covered. Employee will be eligible for dental and vision on the first day of the month following sixty days from the date of hire.

The District will pay a set amount for medical benefits and the employee is responsible for insurance costs above the set amount. The set amount is equivalent to 100% for employee and 60% for dependent coverage for a mid-price HMO offered by CalPERS in a given year. If two or less HMO plans are offered by CalPERS, the District will use an average of the two, or the cost of the single plan provided. Calculations for employee and dependent coverage are included in Appendix C. At the District's sole discretion, in lieu of utilizing the mid-price HMO or average of two (2) HMO plans to set the annual medical benefits contribution by the District, the District may choose to apply a higher amount to pay toward medical insurance in any given year, which amount shall not be less than the agreed-upon amount stated above. The District pays 100% vision and dental care insurance for all employees and dependents. Retirees are eligible to participate in the CalPERS Health Insurance program at the low group rate, subject to the conditions described in Section 14.3 below. Details of the coverage, as well as the servicing organizations, are available in the Oxnard office.

If it should occur during the term of this agreement that the District's medical insurance contribution in a given year would decrease due to premium reductions, but an employee's out-of-pocket costs would increase, the District will agree to meet and confer with SEIU

representatives and consider a one-time amendment to the agreement that could allow the District to offset some or all of the employee's increased costs during that year only.

In the event of any significant change in the health care system during the term of this Agreement, the District agrees to meet and confer with SEIU to determine if revisions are necessary to this section and to the group health benefits plan offered at the District. Changes to the plan may be made only with the mutual agreement of the District and SEIU.

14.2 Medical Insurance Opt-Out

Unless prohibited by state or federal law at any time during the term of this MOU, an employee may "opt out" of the medical insurance coverage offered by the District by providing written proof of alternative coverage and signing an affidavit confirming that the employee is covered by such alternative coverage and waiving any liability to the District. The employee opting out will receive on a monthly basis as taxable income fifty percent (50%) of the monthly health care costs the District would have paid on the employee's behalf. The employee's dependents are not eligible to receive opt-out payments.

14.3 District's Dollar Contribution

Per Senate Bill 1464, Chapter 896, Chapter Date September 26, 2002, the District agrees to contribute a maximum of sixteen dollars (\$16.00) per month to active employees' selected medical coverage under the CalPERS program as follows: the District initially will pay one dollar (\$1.00) per month for retired employee medical coverage. Each year for the next twenty (20) years, CalPERS will adjust the monthly amount paid. The District will continue to pay the yearly contribution amount set by CalPERS (e.g. the contribution for calendar year 2023 is \$151.00)

14.4 Group Life Insurance

Life insurance eligibility occurs on the first day of the month following sixty (60) days from the date of hire. The premium is paid for by the District. Amounts of insurance are one and one-half times the annual salary of each employee up to a maximum of \$150,000. An accidental death or dismemberment clause provides for twice the amount of face value. Coverage amount reduces to 65% of base amount at age 70 and further reduces to 50% of base amount at age 75. Coverage terminates at retirement. So long as the life insurance carrier for the District offers the option, employees may increase their life insurance provided the employee pays the full cost for coverage above one and one-half times the annual salary in accordance with the insurance carriers' policies.

14.5 Section 125 Flexible Benefit Plan

A Flexible Benefit Plan allows employees to increase their spendable income, and their insurance benefits, by decreasing their taxes. This entitles the employee to pay for selected benefits such as child care and unreimbursed medical benefits, including insurance premiums not covered by the District with pre-tax salary dollars. This means

that employees only pay taxes on the amount of their income after the benefits are paid. The FLEX ONE cafeteria plan is administered by AFLAC. Details on this program are available at the District HQ office.

14.6 Workers Compensation Insurance

Worker's Compensation Insurance is provided in the event of a work-related injury, to provide for medical expenses and a living allowance during convalescence. No employee shall receive more compensation because of having both sick leave and worker's compensation benefits than they would receive without worker's compensation benefits. Employee payments received from workers compensation insurance may be paid back to the District to be credited to the employee's accrued leave time (i.e. sick vacation and compensatory time). Accrued sick leave must be fully depleted prior to use of accrued vacation or compensatory time.

14.7 State Disability Insurance

Employee payments received from State Disability Insurance may be paid back to the District to be credited to the employee's accrued leave time (i.e. sick, vacation, and compensation).deferred compensation

15. DEFERRED COMPENSATION

The District has implemented section 414(h)(2) of the Internal Revenue Code, whereby employers may provide their employees tax deferred benefits on mandatory contribution to a qualified retirement plan. In addition to the mandatory contribution to a qualified retirement plan (i.e. PERS and Social Security) employees may participate in the District-provided 457 plans. These 457 plans allow employees to defer additional earnings into a qualified tax deferred compensation plan, up to an annual amount set by the Internal Revenue Service (I.R.S.). The district will continue the 457 matching program that will match 1.25% in year 1, increase by 0.25% so that in year 2 it will be 1.50%, and in year 3 it would reach 1.75% of those full time staff members making salary contributions beginning on the first pay period of each new fiscal year. This will remain the matching contribution provided by the District until the contract concludes in June 2027. This matching provision is broken up by pay period so employees making contributions eligible for a District match must maintain contributions throughout each pay period in which they remain employees of the District.

16. UNIFORMS

The District shall provide at a minimum five (5) sets of uniforms, which includes pants, and shirts, for Departments that require uniforms. For Departments who use a laundry service additional sets of uniforms will be required due to the time delay between submission for cleaning and the return of clean uniforms.

17. SAFETY SHOES/BOOTS

The District agrees to provide safety equipment necessary for hazardous work. Safety shoes/boots must be worn by field and office employees regularly working in the field (i.e.

engineers, hydrogeologist and field technicians). The District shall provide direct reimbursement to a District-approved vendor provider, or the District will reimburse employees upon submission of purchase receipts or on-line computer-generated invoices resulting from Internet orders with proof of payment by the employee, for the purchase of one pair of safety shoes/boots per year up to a limit of three hundred dollars (\$300.00) per employee.

18. OVERTIME

- 18.1 Overtime shall generally be restricted to emergency work and shall not be worked unless authorized by the District.
- 18.2 Employees who work overtime while confined to the job shall be provided a paid meal period of 30 minutes and a paid rest period of 15 minutes, and shall be provided with an additional paid meal and break period for each four (4) hours of overtime worked.
- 18.3 Overtime work is to be kept to a minimum and authorized in advance by your immediate supervisor. Non-exempt employees working a traditional (i.e., eight hours per day schedule) shall be paid at a rate of one and one half times their regular rate of pay for all hours worked beyond eight hours in a day or 40 hours in a workweek.

Employees at the Lake Piru Recreation facility must work an alternative work schedule as assigned during certain periods of the year.

All employees, whether working a traditional or alternative schedule, shall be paid two times their regular rate of pay for all hours worked beyond 12 hours in a day, and as required by law.

- 18.4 An employee may request the opportunity to work "make-up time" at straight pay rates for work time missed for personal reasons during the workweek by making a written request on the appropriate District form. The employee must make up the time in the same workweek in which the time was missed. The employee will not be entitled to overtime compensation for make-up time hours worked unless the employee works more than eleven (11) hours in a day or over forty (40) hours in one workweek.
- 18.5 Holidays and other paid time off (vacation, sick, etc.) shall count toward the accumulation of work hours in the computation of overtime hours worked.

- 18.6 Overtime accumulated as compensatory time off may be accumulated up to a maximum of 120 hours during the calendar year. Overtime accumulated after the maximum of 120 hours must be paid in the next eligible payroll cycle. Accumulated compensatory hours may be used in lieu of vacation hours or sick hours throughout the year with prior approval of the supervisor or manager. Whenever any person is unable to take compensatory time off within the calendar year during which the overtime is earned, such compensatory time off may either be cashed out or carried over into the next calendar year. If such compensatory time off is carried over, it must be taken as compensatory time off during the next year or at the completion of the second calendar year, it will be cashed out at the base hourly rate of pay/salary rate then in effect. Employees may also cash out all or part of their compensatory time off balance at any time during the year, at the base hourly rate of pay/salary then in effect.

19. BREAK ROOM FACILITIES

- 19.1 Employees are prohibited from taking work into the District HQ office break room. Working in the break room denies those facilities to other employees who wish to take their breaks in that room. "Working" is defined as taking papers into the room and using the tables as a workspace, conducting the business of the District.
- 19.2 The District agrees that SEIU shall have a Union bulletin board in every break room of the District where there are represented employees working. A copy of all materials to be displayed upon the bulletin board shall be provided to the Human Resources Department Head or assigned designee for approval prior to posting.

20. NIGHT SHIFT DIFFERENTIAL

All employees shall be paid five percent in shift differential for each hour or major portion thereof (15 minutes or more), worked between 6:00 p.m. and 6:00 a.m. when those hours are working in conjunction with their regularly scheduled shift.

21. SAFETY TRAINING

The District schedules and conducts safety sessions at least once per month during regular work hours. Employees must attend these sessions unless excused in advance by their immediate supervisor.

22. TUITION REIMBURSEMENT

The District agrees to amend its personnel manual regarding educational reimbursements to permit the General Manager to authorize reimbursement of up to three thousand-five hundred (\$3,500.00) per fiscal year per employee to be used for books, supplies, tuition, or other educational expenses. In approving such reimbursement, the District shall consider District priorities, past academic and work performance of the employee requesting additional educational assistance, value of the additional education to the District, and the District's financial condition. Reimbursement for such training would be allowed based on prior approval and upon successful course completion with a passing grade and receipts or supporting documentation for the cost of enrollment, books, and supplies. Any employee who separates from the District prior to two years from their reimbursement will be required to pay

back a prorated portion of the tuition reimbursement to the District (i.e. should an employee leave twelve months after receiving reimbursement, they would need to pay half of what was paid to them through the tuition reimbursement back to the District).

23. SICK LEAVE PROVISION

The District agrees to amend its policy regarding the use of sick leave to state as follows:

Regular employees shall accumulate sick leave at the rate of 3.69 hours per pay period. Employees may accumulate sick leave in any amount, but the District shall not cash out or convert sick leave hours in excess of eight hundred (800) hours, except as set forth below.

Sick leave may be used only for illness or injury of the employee or the employee's qualifying family member, preventive care, or for visits to medical care providers. Sick leave may also be taken for specified purposes if the employee is a victim of domestic violence, sexual assault or stalking. "family member" shall be defined according to law and include spouses, children and step children and grandchildren, parents, step parents and grandparents, siblings, registered domestic partners, or a designated person (a person identified by the employee at the time the employee requests paid sick days, limited to one designated person per 12-month period for paid sick days).

Sick leave may not be added to vacation time to extend an employee's vacation. An employee absent for more than three days may be required to produce medical certification of the absence for the employee or the employee's immediate family member (as defined herein) at the District's request. At the end of the last full pay period of each fiscal year, each employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six (26) pay periods, that exceeds the maximum of eight hundred (800) hours. The District shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If the employee does not exercise this conversion option, the employee shall retain those hours for use while sick or injured, but shall not be eligible for any further cash-out or conversion with respect to such hours.

Employees who intend to use sick time for an eligible absence under this policy must notify the Department Manager or supervisor of such circumstances as soon as practicable and no later than within thirty (30) minutes of starting the employee's shift if the need for leave is foreseeable. If the need for leave is not foreseeable, notice must be provided as soon as practicable.

Sick leave must be used for illness or disability caused by the employee's own pregnancy.

Employees who violate this policy or misuse sick time benefits shall be subject to discipline and may be required to produce medical certification of any further sick time absences.

Upon separation from service for any reason, the District will redeem fifty percent (50%) of the employee's total accrued but unused sick leave to those employees with at least five (5) years of regular full-time service, payable to the employee at the employee's then-current base wage rate up to the maximum accrual rate of eight hundred (800) hours.

24. HOLIDAY PROVISION

The District agrees to amend its policy regarding holidays (including religious holidays) to state as follows:

Holidays observed by the District are:

- New Year's Day
- Third Monday in January (Martin Luther King, Jr. Day)
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Holidays which fall on Sunday shall be observed the following Monday.

Holidays which fall on Saturday shall be observed the preceding Friday. Full time employees shall be paid for such holidays. Employees required to work on official holidays shall be paid straight time plus time and one-half.

Employees may use accumulated vacation time or comp time to cover absences for religious holiday services with prior approval by the employee's supervisor.

25. VACATION PROVISION

The District agrees to amend its policy regarding vacation to state as follows: Employees shall accrue vacation as follows:

Commencement through completion of 5 years of employment	3.38 hours of paid vacation per pay period (88 hours per year)
Start of 6th year of employment through completion of 10 years of employment	4.92 hours of paid vacation per pay period (128 hours per year)
Start of 11th year of employment through completion of 15 years of employment	16 days (128 hours per year) of vacation per year, plus one day (8 hours) of vacation per year for each year of employment after completion of 10 years
After completion of 15 years of Employment	21 days (168 hours) of vacation per year

Vacation schedules are subject to approval by the employee's supervisor to ensure that planned vacations will not interfere with District operations. Employees are encouraged to take at least five consecutive working days' vacation during each year of their employment.

Probationary employees will accrue vacation from the commencement of their employment, and will be paid upon termination for any such accrued but unused vacation time.

An employee who becomes injured or sick while on authorized vacation leave may exchange sick leave on an equal time basis for vacation leave by providing medical certification of the illness or injury, including the number of days that the employee would have been unable to work if not on vacation, to the employee's supervisor upon the employee's return to work.

At the discretion of the General Manager and in light of the competitive marketplace for employees, the General Manager can at the time of hire elect to bring a new employee onboard at a matching rate or higher leave accrual rate.

The maximum accumulation amount of vacation leave an employee may accrue is as follows:

Commencement of employment through completion of 10 years of employment	<u>400</u> hours
Start of 11th year of employment and beyond	<u>450</u> hours

An employee who has earned at least eighty (80) hours of vacation time may request payment in lieu of vacation time up to a maximum of forty (40) hours. An employee who has earned at least one-hundred sixty (160) hours of vacation time may request payment in lieu of vacation time up to a maximum of (80) hours annually without arrangement of any vacation time. Any additional requests for payment in lieu of vacation time thereafter must be arranged with at least forty (40) hours of vacation time.

An employee who exceeds the maximum accumulation amount at any point throughout the year may accrue beyond the amount, however staff must adhere and return to the maximum accumulation amount at the conclusion of the calendar year.

Upon separation from employment, employees shall be paid for accrued but unused vacation leave at the employee's then-current base wages.

26. PORAC COVERAGE

United Water Conservation District shall provide supplemental PORAC coverage for all Park Rangers employed and represented in this MOU.

27. LAYOFFS

Layoff shall mean the separation of an employee because of lack of work or lack of funds. Any employee still serving an initial probationary period in a designated position layoff shall be the first employee(s) to be laid off. In making layoffs of regular, full-time employees, consideration shall be given within departmental classifications to seniority, merit, and fitness in that order. An employee who has attained regular status prior to any layoff shall be entitled

to re-employment with any Sick Leave benefits which may have accrued prior to said layoff if the position formerly held is reinstated within a period of one year. Notice of such re-employment shall be given by certified mail to the last known address, and failure to respond within 10 days shall result in forfeiture of the position.

28. GRIEVANCE PROCEDURE

Definition

"Grievance" means any controversy between the District and SEIU or Union employee(s) which pertains to an alleged violation of or dispute regarding the interpretation, application, or enforcement of the terms of this MOU, the written policies and procedures of the District or the change of a past practice, including the practical consequences or impact on employment terms or conditions affecting the employee(s). "Grievance" shall not include a disciplinary action taken against an employee pursuant to Appendix B (except for disciplinary action related to written warnings and reprimands and suspension of employee for three (3) or less days). Both parties shall make a good-faith and earnest effort to settle grievances promptly through the steps listed below:

Step 1:

An employee with a grievance must begin the process by having an informal discussion with the employee's immediate supervisor within twenty-one (21) calendar days of the date the employee became aware or should have become aware of the controversy.

The supervisor must provide a response to the employee within no more than seven (7) business days.

Step 2:

If the employee does not accept the supervisor's informal response, the employee must file a written grievance with the supervisor within seven (7) business days after the supervisor provides the informal response to the employee, or the grievance will be forfeited. In addition to a description of the grievance, the employee must state in writing the reason(s) for rejecting the response of the immediate supervisor.

The supervisor must provide a written response to the employee's written grievance within no more than seven (7) business days after receipt of the written grievance.

Step 3:

If the employee does not accept the supervisor's written response, the employee must file a written grievance with the Division/Department Head within seven (7) business days following the employee's receipt of the written response from the immediate supervisor, or the grievance will be forfeited. The employee must state in writing any reason(s) for rejecting the response of the immediate supervisor which were not previously stated in Step 2.

The Division/Department Head must provide a written response to the grievance within ten (10) business days after receipt from the employee.

Step 4:

If the employee does not accept the Division/Department Head's written response, the employee must file a written grievance with the General Manager within ten (10) business days after the employee's receipt of the written response from the Division/Department Head, or the grievance will be forfeited. The employee must state in writing any reason(s) for rejecting the response of the immediate supervisor which were not previously stated in Step 2 or 3.

The General Manager or his/her designee shall meet with the employee and the employee's representative within five (5) business days after receipt of the grievance. The General Manager shall provide the employee with a written decision within fifteen (15) business days after the meeting with the employee and the employee's representative.

Step 5:

If the employee does not accept the General Manager's decision, the employee must file a written grievance with the Board of Directors within ten (10) business days after the employee's receipt of the written response from the General Manager, or the grievance will be forfeited. The employee must state in writing any reason(s) for rejecting the response of the immediate supervisor which were not previously stated in Step 2, 3 or 4.

The Board of Directors at its next regular meeting following receipt of the grievance, consistent with the Ralph M. Brown Act, shall set a date for a hearing on the grievance. The hearing shall be held within fifteen (15) business days of the Board meeting at which the hearing date is set. The hearing may occur at a special or regular meeting of the Board of Directors. The Board of Directors shall provide a decision in writing to the employee within fifteen (15) business days following the conclusion of the hearing. The Board's decision shall be final.

29. LABOR/MANAGEMENT COMMITTEE

The District agrees to the establishment of a Labor/Management committee where the parties come together to discuss items or issues of mutual importance. The committee shall be represented with up to three (3) members from each side. The committee shall meet at least once a quarter, but may meet more often upon mutually-agreed times. This committee will act as an advisory group, and shall have no decision-making power on any issue.

30. 401(A) BENEFITS PROGRAM

The District will implement a 401(a) benefits program whereby the district will incur the initial costs of creation and administration of the program. Thereafter, all contributions to the program will be at the discretion of individual employees. The District will not be making contributions to this program on behalf of employees. The parties understand that this benefit will not be made available immediately upon execution. Rather the district will begin the process for creating this program and will provide notice and obtain feedback from the Union to rollout a plan within ninety days of ratification. The District will also provide notice and obtain feedback from the union as to any material modifications to the 401(a) in the future.

31. BEREAVEMENT LEAVE

Five days with pay may be taken in the event of a death in the immediate family (spouse, child, step child, parent, step parent, brother, step brother, sister, step sister, in-laws, step in-laws, grandparent, step grandparent, grandchild, or step grandchild or domestic partner and in-laws of same). In addition, two days charged to any available accrued employee leave may be taken if travel is required to a distant location requiring travel time of more than five (5) hours round-trip. The District reserves the right to request satisfactory evidence with a request to take bereavement leave.

32. STANDBY TIME

Part of the duties for each employee may include being available for call-out overnight. The period during which an employee is assigned to be available for such call-outs is designated as Standby Time.

An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at district headquarters within thirty (30) minutes from receiving a call out. The parties agree that employees on Standby Time, as defined above, are “waiting to be engaged.”

Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.

33. ON CALL TIME

Purpose: The purpose of this article is to establish appropriate, consistent practice with respect to compensation and staff responsibilities associated with District “on call” status is necessary during non-work hours to provide for a timely response to urgent operational matters which cannot wait until the next regularly scheduled shift.

This article applies only to district non-exempt staff (i.e. non-management). District exempt (i.e. management) staff, with a higher level of responsibility for the operations and oversight of their departments, are generally expected to be available to respond at all times to urgent District matters unless other temporary arrangements have been made with senior District management.

Requirements

To prepare for staff response to urgent District operational matters, departmental managers may require District staff to be “on call” for certain defined periods during other than regular work hours. These “on call” periods will be scheduled as far ahead as reasonably possible; however, certain factors (e.g. weather, occurrence of natural disasters, etc.) might limit the ability to do so. An “on call” schedule might be part of the ongoing departmental operation or it might be put in place for a limited amount of days.

“On call” staff must remain in the vicinity of the District such that they are able to respond to designated District facilities within one half hour for “on call” O&M staff and one hour for all other “on call” District staff. They must be reachable by phone or other agreed upon

communication equipment at all times during the “on call” period, and they must refrain from activities (including use of alcohol and medications) which would prevent them from being able to function appropriately in the event they are called to duty.

All District employees whether they are “on call” or not, are subject to being called into work on short notice due to emergencies; however, this policy addresses the District’s need to be prepared for certain events which known circumstances indicate have a significantly greater likelihood of occurring.

Standby Pay for “On call” Time

Employees who serve on call for the District will be compensated a per diem amount per day as follows:

\$80 per regular work day

\$90 per day on Saturdays, Sundays, and District Observed Holidays

Pay for Work During On Call Period

In the event staff is called to respond to a district facility while on “on call” status, they will be paid at an overtime rate (1.5 times their regular rate of hourly pay) for each hour worked. A minimum of two hours will be paid for a response to a District facility. In the event total time of two closely spaced responses to District facilities does not exceed two hours, the employee will be paid for one two-hour period.

Staff will be paid for time spent on the phone, and all time spent preparing for a response to District facilities (e.g gathering supplies, changing clothes, gathering information).

Employees that are required to monitor computer systems or online information (e.g. SCADA, Ranch Systems, USGS gage information, rainfall), or receive a call regarding District operations but are not required to report to a District facility while “on call” will be paid a minimum of one half hours (0.5) at the overtime rate (1.5 times their regular rate of hourly pay) for time spent working. Any additional time spent on these tasks will be paid in 15 minutes increments at the overtime rate.

O&M staff are required to monitor PTP reservoir filling operations and SCADA while “on call”, will be paid a minimum of (0.5) hours at the overtime rate (1.5 times their regular rate of hourly pay) for performing this task. Any additional time spent will be paid in 15 minute increments at the overtime rate.

A computer call out is defined as work required by management of an employee who, following completion of an employee’s workday or workweek is called at home and required to respond to the call by using a computer at home to perform work for the district.

O&M staff that receive a computer call out while “on call” will be paid a minimum of 1 hour at the overtime rate (1.5 times their regular rate of hourly pay) for performing this specific task. Any additional time spent on this task will be paid in 15 minute increments at the overtime rate.

Transportation

Transportation time to and from District facilities will be considered time worked during each on call response.

In the event, a staff person must respond to District facilities on short notice in his or her personal vehicle, mileage will not be reimbursed for transportation to or from District facilities. Family members or other non-district personnel may not accompany “on call” staff to District facilities except to be dropped off while in transit to District facilities and without significantly increasing the response time.

34. REST AND RECOVERY

An employee who is required to work beyond his/her regular shift or is called out after going home and actually works four (4) hours as a result of such call-out shall be eligible for rest and recovery time in the interest of employee safety. An employee eligible for rest and recovery time shall not be required to report to work for up to eight hours after completion of the required work. At the employee’s option, and with notification to their supervisor, employees may adjust their schedule or elect to use vacation, compensatory, and/or sick leave time to rest and recover.

35. REMOTE WORK PROGRAM

Eligible employees may temporarily work from home with Manager approval. All temporary or extended work from home requests must be submitted to the General Manager through communication with their respective Department Head, as well as the Human Resources Department and will be reviewed on a case-by-case basis.

Eligible employees:

1. Regular employees who have assignments that are compatible with regular off-site work.

36. DISTRICT CELL PHONE AND ALLOWANCE PROGRAM

Represented staff members will be provided a District cell phone through a District FirstNet device by the beginning of the execution of the 2023-2027 MOU. Not all staff require a cell phone so only identified staff will receive a District issued phone. The phasing period is anticipated to last 90 days. During the duration of the phase in, all impacted staff not issued a phone and receiving a cell phone allowance currently will continue to receive an allowance until new phones are issued.

37. ADDITIONAL REPRESENTED STAFF MEMBERS

At the outset of the contract, The District has agreed to add an additional two staff members to the Operations and Maintenance department: 1) Recharge O&M Worker I and 2) Water Treatment Operator II. As always, the District reserves the right to alter staffing alignments should this not have the anticipated results the District and bargaining unit are anticipating.

38. RECLASSIFICATION OF REPRESENTED POSITIONS

Effective the first pay period of the new contract – the following positions will be reclassified.

Accountant II position title to Accountant (no range change)

Accounting III (reclassified to Senior Accountant 22.50)
Senior Accounting Technician to a Range 17.50
Associate Control Systems Technician to a Range 19.00
Associate Control Systems Programmer to a Range 19.00
Environmental Services Field Technician to a Range 14.00
Human Resources Generalist to a Range 16.00
GIS Analyst to a Range 19.00
Park Ranger III to a Range 19.00
Park Ranger IV to a Range 21.00

39. SIGNATURES AND DATE OF ADOPTION

Adopted this 12th Day of July 2023

Agreed to by United Water Conservation District

X
Mauricio E. Guardado, Jr.
General Manager

X
Brian Zahn
Chief Financial Officer

X
Josh Perez
Chief Human Resources Officer

Agreed to by Service Employees International Union Local 721, CLC Representatives

SEIU Negotiating Team members: Aram Agdaian – Peter Cervantes – Sara Guzman – Adrian Quiroz – Ruben Sanchez – James Smallwood – Kurt White

X

Aram Agdaian
Chief Negotiator, Service Employees International Union Local 721

X

Peter Cervantez
Recharge O&M Worker II

X

Sara Guzman
Senior Accountant

X

Adrian Quiroz
Associate Engineer

X

Ruben Sanchez
Water Treatment Operator IV

X

James David Smallwood
Recharge O&M Worker II

X

Kurt White
Park Ranger IV

APPENDIX A (DISCIPLINARY ACTION; RIGHT OF APPEAL)

11. DISCIPLINARY ACTION; RIGHT OF APPEAL

11.1 For purposes of this Article, "disciplinary action" means issuance of a written disciplinary order by the General Manager for dismissal from employment, demotion, suspension, placement on probation, and written warnings and reprimands. However, the suspension of an employee for three (3) or less days shall not be subject to the appeal procedures of Section 10.4. The settling of written warnings or reprimands shall be subject to the Grievance Procedure as noted in Section 26 of the MOU.

11.2 In an appeal proceeding subject to Section 10.4, upon written request by the employee, District will furnish the employee and SEIU copies of any documents or written statements used by the District in determining good cause exists for the disciplinary action. The District will furnish the documents not later than five (5) business days prior to a hearing scheduled by the Board pursuant to Section 10.4.5.

11.3 Employees shall retroactively accrue vacation and sick leave credits denied by an invalidated disciplinary action upon revocation of the invalid disciplinary action.

11.4 Appeal Procedures

11.4.1 Purpose

These appeal procedures are established to provide a means by which appeals to disciplinary actions may be made and heard.

11.4.2 Disciplinary Order

Any employee may be subjected to a disciplinary action by the General Manager by a written disciplinary order. Such order shall contain the specific acts or omissions, including dates and times of such acts or omissions, which resulted in the disciplinary action. A copy of the order shall be served on the employee at the time of the disciplinary action. A copy of the order shall be given to the Board for those disciplinary actions subject to the appeal procedures of this Section 10.4 when an appeal is made by the employee. The disciplinary action takes effect on the date it is served upon the employee.

11.4.3 Perfection of An Appeal

The disciplined employee ("employee" or "petitioner") may appeal such order to the Board within ten (10) business days of the employee's receipt of the order, by delivering a written appeal to the General Manager. The appeal shall be inserted into employee's personnel records.

11.4.4 Involuntary Resignations

This Section 11.4.4 applies to employees who resign their employment with the District. Within ten (10) business days after submission of their resignation, an employee may file a written appeal alleging that their resignation was involuntary and coerced by improper conduct by another District employee. The employee filing the appeal shall bear the burden of proving that the resignation was involuntary. If, after a hearing, the Board finds that the resignation was voluntary and not coerced by improper District employee conduct, the General Manager, within ten (10) business days of the Board's decision, shall serve a written order upon Petitioner giving notification of the Board's finding(s) and decision.. If the Board finds that the resignation was involuntary, the General Manager shall serve Petitioner with a written notice of reinstatement, and the Petitioner shall be compensated with back pay to the effective date of the resignation.

11.4.5 Time for Hearing

Each appeal shall be considered for sufficiency at the next regular Board meeting following its receipt by the General Manager. The employee shall be notified of the meeting date in accordance with the Ralph M. Brown Act ("Brown Act") and the employee and his/her representative may attend the meeting. The appeal shall be deemed insufficient and denied by the Board if it fails to state specific facts or circumstances justifying an appeal, or if, in the opinion of the Board, the facts and circumstances stated, even if true, do not entitle Petitioner to any relief. However, such denial shall be without prejudice to the filing of an amended appeal by Petitioner within ten (10) business days of the employee's receipt of a denial from the Board. The Board will consider the amended appeal at its next regular meeting. If the Board deems the amended appeal insufficient, the General Manager shall notify the Petitioner, and the Board's decision shall be final.

If the appeal or amended appeal is found to be sufficient, then the Board shall set a date to hear the appeal at a regular or special Board meeting held within forty-five (45) calendar days after the appeal is deemed sufficient. The Board may change the date of the hearing, or the hearing may occur beyond such 45-day period, at the Board's discretion for good cause or upon agreement of all parties.

11.4.6 Hearing Body

The Board shall determine whether to hear a sufficient appeal before the entire Board, or a subcommittee thereof, or a hearing board or officer appointed by the Board. The District's General Counsel or designee may be appointed as a hearing officer. The person or persons selected to hear the petition shall be known as the "Hearing Body". The Hearing Body findings of fact and recommendations may be modified by the Board until ratified by the entire Board, at which time the findings of fact and recommendations are final and conclusive and effective.

11.4.7 Appearance of Petitioner

Petitioner shall attend all hearings unless the Hearing Body has consented to the absence of the Petitioner upon a showing of good cause. Petitioner's unexcused absence at a hearing may be deemed by the Hearing Body to be a withdrawal of the petition and consent to the disciplinary action taken by the General Manager.

11.4.7 Right to Representation

Petitioner may be represented by any person, including counsel, of his or her choosing at any hearing, upon written notification to the Board not later than the tenth (10th) calendar day preceding the scheduled hearing date. The Board shall notify the General Manager of Petitioner's intent to be represented at the hearing. The General Manager may be represented at the hearing only if Petitioner elects to be represented. The Board in its discretion may elect to be advised by independent counsel.

11.4.9 Formal or Informal Hearing

Petitioner may elect either a formal or informal hearing. A formal hearing shall include opening statements by the parties, the presentation of evidence through oral testimony and documents, closing arguments, and other formalities and procedures typical of a civil trial. An informal hearing contemplates narrative presentations by the parties and their witnesses in a conference setting as opposed to a courtroom setting.

11.4.10 Subpoena Power

Before a formal hearing, the Hearing Body shall at the request of any party issue subpoenas and subpoenas duces tecum for attendance or production of documents at the hearing. Compliance with Civil Procedure Section 1985 shall be a condition precedent to the issuance of the subpoena duces tecum. The Hearing Body in its discretion may issue subpoenas and subpoenas duces tecum after commencement of the hearing.

11.4.11 Public Hearing

All Board hearings shall be conducted in compliance with the Brown Act as codified in Government Code Section 54950 et seq. The Petitioner shall receive notice, and may exercise all rights provided in accordance with the Brown Act. The hearing shall be closed to the public unless the Petitioner requests that it be an open hearing.

11.4.12 Oaths

The chairperson of the Hearing Body may administer oaths when necessary to conduct a hearing.

11.4.13 Order of Proof

The General Manager shall present his or her disciplinary order alone or together with additional corroborative evidence, followed by Petitioner's submission of oral or written disputing such order. The Hearing Body shall hear all the evidence and shall base its findings and decision solely upon the evidence admitted at the hearing.

11.4.14 Duty to Testify

Petitioner, General Manager and all District officers and employees have a duty to answer, under oath, any question properly propounded by the General Manager, Petitioner, or the Hearing Body during the hearing.

11.4.15 Evidence

Oral testimony shall be taken under oath or affirmation. Each party and the Hearing Body may call and examine witnesses on any matter relevant to the issues, even though such matter was not covered on direct examination; and may impeach any witness, regardless of which party first called the witness to testify. All relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objections in civil action. Hearsay evidence shall be admissible for any purpose, but shall not be sufficient in and of itself to support a finding unless the evidence would be admissible over objection in a civil action.

11.4.16 Parties as Witnesses

Each party shall have the right to call and examine the other party under cross-examination. The party calling such adverse witness shall not be bound by his testimony, and the testimony given by such witness may be rebutted by the party calling him.

11.4.17 Exclusion of Witnesses

In its discretion, the Hearing Body may exclude witnesses not under examination, excepting the Petitioner, the General Manager and counsel for each party. When hearing testimony of scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded in accordance with applicable law.

11.4.18 Witness Fees

Witness subpoenaed before the Hearing Body are entitled to receive the same fees and mileage paid to witnesses in Ventura County Superior Court. Witness fees and mileage shall be paid by the party at whose request the witness appears. District officers and employees shall not be entitled to witness and mileage fees if they appear at a hearing during their regularly scheduled working hours. District officers and employees shall be entitled

to witness and mileage fees if called while on a regularly scheduled vacation or holiday, or if required to appear outside of their regularly scheduled working hours.

11.4.19 Depositions

If the presence of any witness cannot be procured at the time of the hearing, his or her deposition may be offered as evidence at the hearing. The deposition must have been taken in accordance with the rules applicable to depositions in civil cases. The cost of a deposition shall be borne by the party taking the deposition.

11.4.20 Report of Hearing

Notwithstanding the recordation of the proceedings by the Board pursuant to Section 10.4.26, any party or interested person may, at his or her own expense, have a hearing reported by a Certified Shorthand Reporter or an Official Court Reporter.

11.4.21 Findings and Decision

If the Board finds that none of the charges contained in the disciplinary order are true, then the Board shall set aside the order. If the Board finds that some or all of the charges are true, then the Board shall make and enter its decision confirming or modifying the disciplinary order. The Board's order shall be final unless timely challenged in accordance with Section 10.4.24.

11.4.22 Modification of General Manager's Order

The General Manager's disciplinary order may be modified by the Board to a less severe disciplinary action, but in no event shall the Board impose more severe disciplinary action than that imposed by the General Manager. The degree of demotion consists of the classified positions to which the Petitioner may be demoted. The period of suspension may not exceed thirty (30) days.

11.4.23 Modification or Vacation of Board Order

An order of the Board may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues, on the application of a party to the hearing or on motion of the Board, for any of the following causes, materially affecting the substantial rights of the Petitioner or the General Manager.

11.4.23.1 Irregularity in the hearing proceedings, or any order of the Board or abuse of discretion by which either party was prevented from having a fair hearing;

11.4.23.2 Accident or surprise, which ordinary prudence could not have guarded against;

- 11.4.23.3 Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Board;
- 11.4.23.4 Error in law, occurring at the hearing and excepted to at the hearing by the party making the application or motion.

11.4.24 Application for Modification or Vacation of Order

A party's application or motion to the Board shall be made in accordance with Section 10.4.23 not later than ten (10) calendar days after the Board mails notice of its order and shall designate the grounds upon which modification or vacation is requested. The Board shall consider the application or motion within fifteen (15) calendar days after it is provided to the District.

If the Board grants a hearing on the application or motion, the Board shall, after review of the application or motion, specify the ground or grounds on which it is granted and the reason or reasons for granting the application or motion. The hearing shall be scheduled within thirty (30) calendar days after the Board grants a hearing. The Board may change the date of the hearing, or the hearing may occur beyond such 30-day period, at the Board's discretion for good cause or upon agreement of all parties. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Board shall either confirm its original findings and decision under Section 10.4.21 or issue a new finding(s) and decision. The Board's decision shall be final.

The filing of an application under this section shall not operate to stay the effectiveness of the original order of the Board except by discretion of the Board upon a showing, by affidavit, of emergency or hardship should the order not be stayed.

11.4.25 Record

The Board shall record the proceedings on a recording device and shall make such recording available to the parties upon request, at the expense of the requesting party. The Board in its discretion may alternatively elect to have the proceedings reported by a Certified Shorthand Reporter or an Official Court Reporter.

11.4.26 Judicial Review

Judicial review of a decision or order of the Board may be had pursuant to those remedies set forth in the California Code of Civil Procedure. Nothing in this Appendix B shall preclude an employee from pursuing any available rights and remedies as may be provided by law.

APPENDIX B (SALARY CHART FY 2023-2024)

JOB CLASSIFICATIONS AND ASSIGNED SALARY RANGES

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APPENDIX B (SALARY CHART FY 2023-2024)

United Water Conservation District

Position Titles with Annual Salary Ranges FY 23-24							
TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
Accountant - Part Time (Hourly)	19.00	\$ 36.40	\$ 38.21	\$ 40.12	\$ 42.13	\$ 44.24	
Accountant	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68	
Accounting Technician	13.50	\$ 57,687.19	\$ 60,564.23	\$ 63,587.57	\$ 66,757.20	\$ 70,097.49	
Administrative Assistant I	12.50	\$ 54,907.67	\$ 57,662.81	\$ 60,539.85	\$ 63,563.19	\$ 66,732.81	
Administrative Assistant II	13.50	\$ 57,687.19	\$ 60,564.23	\$ 63,587.57	\$ 66,757.20	\$ 70,097.49	
Administrative Assistant III	14.50	\$ 60,613.00	\$ 63,636.33	\$ 66,830.34	\$ 70,170.64	\$ 73,681.61	
Assistant General Manager	T2	\$ 201,344.38	\$ 211,414.04	\$ 221,995.72	\$ 233,089.41	\$ 244,743.88	
Associate Control Systems Programmer	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68	
Associate Control Systems Technician	20.00	\$ 79,557.61	\$ 83,531.83	\$ 87,701.11	\$ 92,089.82	\$ 96,697.97	
Associate Engineer	23.50	\$ 94,601.14	\$ 99,331.20	\$ 104,305.07	\$ 109,522.76	\$ 115,008.65	
Associate Environmental Scientist	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68	
Associate Hydrogeologist	20.50	\$ 81,556.91	\$ 85,628.66	\$ 89,919.85	\$ 94,406.09	\$ 99,136.14	
Associate Hydrologist	20.00	\$ 79,557.61	\$ 83,531.83	\$ 87,701.11	\$ 92,089.82	\$ 96,697.97	
Associate Water Resources Engineer	23.50	\$ 94,601.14	\$ 99,331.20	\$ 104,305.07	\$ 109,522.76	\$ 115,008.65	
Chief Engineer	T3.5	\$ 157,030.58	\$ 164,893.69	\$ 173,146.90	\$ 181,802.42	\$ 190,896.81	
	T3	\$ 168,014.55	\$ 176,426.25	\$ 185,252.44	\$ 194,517.50	\$ 204,245.81	
	T2.5	\$ 184,679.46	\$ 193,920.15	\$ 203,624.07	\$ 213,803.45	\$ 224,494.84	
Chief Financial Officer	T3.5	\$ 157,030.58	\$ 164,893.69	\$ 173,146.90	\$ 181,802.42	\$ 190,896.81	
	T3	\$ 168,014.55	\$ 176,426.25	\$ 185,252.44	\$ 194,517.50	\$ 204,245.81	
	T2.5	\$ 184,679.46	\$ 193,920.15	\$ 203,624.07	\$ 213,803.45	\$ 224,494.84	
Chief Human Resources Officer	T3.5	\$ 157,030.58	\$ 164,893.69	\$ 173,146.90	\$ 181,802.42	\$ 190,896.81	
	T3	\$ 168,014.55	\$ 176,426.25	\$ 185,252.44	\$ 194,517.50	\$ 204,245.81	
	T2.5	\$ 184,679.46	\$ 193,920.15	\$ 203,624.07	\$ 213,803.45	\$ 224,494.84	
Chief Operations Officer	T3.5	\$ 157,030.58	\$ 164,893.69	\$ 173,146.90	\$ 181,802.42	\$ 190,896.81	
	T3	\$ 168,014.55	\$ 176,426.25	\$ 185,252.44	\$ 194,517.50	\$ 204,245.81	
	T2.5	\$ 184,679.46	\$ 193,920.15	\$ 203,624.07	\$ 213,803.45	\$ 224,494.84	
Chief Park Ranger	T6	\$ 116,169.22	\$ 121,977.68	\$ 128,076.56	\$ 134,480.39	\$ 141,204.41	
	T5.5	\$ 122,623.07	\$ 128,757.88	\$ 135,196.38	\$ 141,958.03	\$ 149,050.45	
	T5	\$ 129,076.92	\$ 135,538.08	\$ 142,316.20	\$ 149,435.67	\$ 156,896.48	
Chief Water Treatment Operator	28.00	\$ 118,105.13	\$ 124,005.51	\$ 130,198.48	\$ 136,708.40	\$ 143,535.29	
Controls Systems Programmer	21.00	\$ 83,604.98	\$ 87,774.25	\$ 92,162.97	\$ 96,771.11	\$ 101,598.70	
Controls Systems Supervisor	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64	
Controls Systems Technician	24.00	\$ 96,966.17	\$ 101,818.13	\$ 106,913.92	\$ 112,253.52	\$ 117,861.32	
Dam Operator	22.50	\$ 90,041.75	\$ 94,552.38	\$ 99,282.43	\$ 104,256.31	\$ 109,474.00	
Engineer	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64	
Engineer - Part Time (Hourly)		\$ 78,648.39	\$ 82,580.81	\$ 86,709.85	\$ 91,045.34	\$ 95,597.61	
Engineer / Modeler	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64	
Engineering Assistant	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68	
Engineering Manager	T4.5	\$ 137,561.76	\$ 144,449.60	\$ 151,678.78	\$ 159,261.50	\$ 167,222.14	
	T4	\$ 146,046.60	\$ 153,361.13	\$ 161,041.37	\$ 169,087.35	\$ 177,547.81	
Environmental Scientist	23.00	\$ 92,284.87	\$ 96,893.02	\$ 101,744.99	\$ 106,840.77	\$ 112,180.37	
Environmental Services Field Assistants (Hourly)		\$ 16.50	\$ 17.33	\$ 18.20	\$ 19.11	\$ 20.07	
Environmental Services Field Technician	14.00	\$ 59,125.71	\$ 62,075.90	\$ 65,172.38	\$ 68,439.54	\$ 71,852.98	
Environmental Services Lead Field Technician	16.50	\$ 66,903.49	\$ 70,243.78	\$ 73,754.75	\$ 77,436.40	\$ 81,313.09	
Environmental Services Manager	T4.5	\$ 137,561.76	\$ 144,449.60	\$ 151,678.78	\$ 159,261.50	\$ 167,222.14	

	T4	\$ 146,046.60	\$ 153,361.13	\$ 161,041.37	\$ 169,087.35	\$ 177,547.81
Executive Assistant	21.50	\$ 85,701.81	\$ 89,992.99	\$ 94,503.61	\$ 99,233.67	\$ 104,207.54
Executive Assistant/Clerk of the Board	T6	\$ 116,169.22	\$ 121,977.68	\$ 128,076.56	\$ 134,480.39	\$ 141,204.41
	T5.5	\$ 122,623.07	\$ 128,757.88	\$ 135,196.38	\$ 141,958.03	\$ 149,050.45
	T5	\$ 129,076.92	\$ 135,538.08	\$ 142,316.20	\$ 149,435.67	\$ 156,896.48
Facilities Maintenance Worker I	10.50	\$ 49,738.74	\$ 52,225.68	\$ 54,834.53	\$ 57,565.28	\$ 60,442.33
Facilities Maintenance Worker II	12.50	\$ 54,907.67	\$ 57,662.81	\$ 60,539.85	\$ 63,563.19	\$ 66,732.81
Finance Manager	T6	\$ 116,169.22	\$ 121,977.68	\$ 128,076.56	\$ 134,480.39	\$ 141,204.41
	T5.5	\$ 122,623.07	\$ 128,757.88	\$ 135,196.38	\$ 141,958.03	\$ 149,050.45
	T5	\$ 129,076.92	\$ 135,538.08	\$ 142,316.20	\$ 149,435.67	\$ 156,896.48
Finance Supervisor	24.00	\$ 96,966.17	\$ 101,818.13	\$ 106,913.92	\$ 112,253.52	\$ 117,861.32
General Manager	T1	\$ 292,390.33	\$ 307,779.30	\$ 323,978.21	\$ 340,177.12	\$ 357,185.97
GIS Analyst	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68
Human Resources Analyst	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68
Human Resources Generalist	16.00	\$ 65,269.91	\$ 68,537.06	\$ 71,974.89	\$ 75,583.38	\$ 79,362.55
Human Resources Specialist	21.00	\$ 83,604.98	\$ 87,774.25	\$ 92,162.97	\$ 96,771.11	\$ 101,598.70
Hydrogeologist	23.50	\$ 94,601.14	\$ 99,331.20	\$ 104,305.07	\$ 109,522.76	\$ 115,008.65
Hydrologist	23.50	\$ 94,601.14	\$ 99,331.20	\$ 104,305.07	\$ 109,522.76	\$ 115,008.65
Intern		\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10	\$ 20.06
Lead Recharge O&M Worker	22.50	\$ 90,041.75	\$ 94,552.38	\$ 99,282.43	\$ 104,256.31	\$ 109,474.00
O & M Program Supervisor	T6	\$ 116,169.22	\$ 121,977.68	\$ 128,076.56	\$ 134,480.39	\$ 141,204.41
	T5.5	\$ 122,623.07	\$ 128,757.88	\$ 135,196.38	\$ 141,958.03	\$ 149,050.45
	T5	\$ 129,076.92	\$ 135,538.08	\$ 142,316.20	\$ 149,435.67	\$ 156,896.48
Park Ranger I	12.50	\$ 54,907.67	\$ 57,662.81	\$ 60,539.85	\$ 63,563.19	\$ 66,732.81
Park Ranger II	15.00	\$ 62,124.67	\$ 65,221.15	\$ 68,488.30	\$ 71,901.74	\$ 75,485.86
Park Ranger III	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68
Park Ranger IV	21.00	\$ 83,604.98	\$ 87,774.25	\$ 92,162.97	\$ 96,771.11	\$ 101,598.70
Park Ranger Cadet	7.00	\$ 41,839.06	\$ 43,935.89	\$ 46,130.25	\$ 48,446.51	\$ 50,860.30
Principal Engineer	31.00	\$ 136,952.22	\$ 143,803.49	\$ 150,996.10	\$ 158,554.44	\$ 166,478.50
Principal Environmental Scientist	30.00	\$ 130,344.77	\$ 136,854.69	\$ 143,705.96	\$ 150,898.57	\$ 158,432.53
Principal Human Resources Specialist	25.00	\$ 101,866.90	\$ 106,962.68	\$ 112,302.28	\$ 117,910.08	\$ 123,810.46
Principal Hydrogeologist	31.00	\$ 136,952.22	\$ 143,803.49	\$ 150,996.10	\$ 158,554.44	\$ 166,478.50
Principal Hydrologist	30.00	\$ 130,344.77	\$ 136,854.69	\$ 143,705.96	\$ 150,898.57	\$ 158,432.53
Receptionist	7.00	\$ 41,839.06	\$ 43,935.89	\$ 46,130.25	\$ 48,446.51	\$ 50,860.30
Recharge O&M Worker I	17.00	\$ 68,585.83	\$ 72,023.65	\$ 75,632.15	\$ 79,411.32	\$ 83,385.54
Recharge O&M Worker II	19.50	\$ 77,607.07	\$ 81,483.77	\$ 85,555.52	\$ 89,822.32	\$ 94,308.56
Reservations Coordinator	7.00	\$ 41,839.06	\$ 43,935.89	\$ 46,130.25	\$ 48,446.51	\$ 50,860.30
Risk and Safety Manager	T6	\$ 116,169.22	\$ 121,977.68	\$ 128,076.56	\$ 134,480.39	\$ 141,204.41
	T5.5	\$ 122,623.07	\$ 128,757.88	\$ 135,196.38	\$ 141,958.03	\$ 149,050.45
	T5	\$ 129,076.92	\$ 135,538.08	\$ 142,316.20	\$ 149,435.67	\$ 156,896.48
Safety and Security Program Coordinator	24.50	\$ 99,379.96	\$ 104,353.83	\$ 109,571.53	\$ 115,057.42	\$ 120,811.51
Seasonal Park Ranger Assistant (Hourly)		\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10	\$ 20.06
Senior Accountant	22.50	\$ 87,847.40	\$ 92,236.11	\$ 96,844.26	\$ 101,696.23	\$ 106,792.01
Senior Accounting Technician	17.50	\$ 70,292.55	\$ 73,803.52	\$ 77,485.16	\$ 81,361.86	\$ 85,433.61
Senior Administrative Assistant	17.00	\$ 68,585.83	\$ 72,023.65	\$ 75,632.15	\$ 79,411.32	\$ 83,385.54
Senior Control Systems Programmer	26.00	\$ 107,011.44	\$ 112,351.04	\$ 117,958.84	\$ 123,859.22	\$ 130,052.19
Senior Engineer	30.00	\$ 130,344.77	\$ 136,854.69	\$ 143,705.96	\$ 150,898.57	\$ 158,432.53
Senior Environmental Scientist	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64
Senior Human Resources Specialist	22.00	\$ 87,847.40	\$ 92,236.11	\$ 96,844.26	\$ 101,696.23	\$ 106,792.01
Senior Hydrogeologist	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64
Senior Hydrologist	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64
Senior Park Ranger	25.00	\$ 101,866.90	\$ 106,962.68	\$ 112,302.28	\$ 117,910.08	\$ 123,810.46

Senior Technology Systems Specialist	24.50	\$ 99,379.96	\$ 104,353.83	\$ 109,571.53	\$ 115,057.42	\$ 120,811.51
Senior Water Treatment Operator	24.00	\$ 96,966.17	\$ 101,818.13	\$ 106,913.92	\$ 112,253.52	\$ 117,861.32
Supervisory Water Resources Engineer	T4.5	\$ 137,561.76	\$ 144,449.60	\$ 151,678.78	\$ 159,261.50	\$ 167,222.14
	T4	\$ 146,046.60	\$ 153,361.13	\$ 161,041.37	\$ 169,087.35	\$ 177,547.81
	T6	\$ 116,169.22	\$ 121,977.68	\$ 128,076.56	\$ 134,480.39	\$ 141,204.41
Technology Systems Manager	T5.5	\$ 122,623.07	\$ 128,757.88	\$ 135,196.38	\$ 141,958.03	\$ 149,050.45
	T5	\$ 129,076.92	\$ 135,538.08	\$ 142,316.20	\$ 149,435.67	\$ 156,896.48
Technology Systems Specialist	21.00	\$ 83,604.98	\$ 87,774.25	\$ 92,162.97	\$ 96,771.11	\$ 101,598.70
Water Resources Engineer	27.00	\$ 112,424.19	\$ 118,056.37	\$ 123,956.75	\$ 130,149.71	\$ 136,659.64
Water Resources Manager	T4.5	\$ 137,561.76	\$ 144,449.60	\$ 151,678.78	\$ 159,261.50	\$ 167,222.14
	T4	\$ 146,046.60	\$ 153,361.13	\$ 161,041.37	\$ 169,087.35	\$ 177,547.81
Water Resources Supervisor	T4.5	\$ 137,561.76	\$ 144,449.60	\$ 151,678.78	\$ 159,261.50	\$ 167,222.14
	T4	\$ 146,046.60	\$ 153,361.13	\$ 161,041.37	\$ 169,087.35	\$ 177,547.81
Water Resources Technician	16.50	\$ 66,903.49	\$ 70,243.78	\$ 73,754.75	\$ 77,436.40	\$ 81,313.09
Water Treatment Operator I	17.00	\$ 68,585.83	\$ 72,023.65	\$ 75,632.15	\$ 79,411.32	\$ 83,385.54
Water Treatment Operator II	19.00	\$ 75,705.29	\$ 79,484.46	\$ 83,458.69	\$ 87,627.96	\$ 92,016.68
Water Treatment Operator III	20.00	\$ 79,557.61	\$ 83,531.83	\$ 87,701.11	\$ 92,089.82	\$ 96,697.97
Water Treatment Operator IV	22.00	\$ 87,847.40	\$ 92,236.11	\$ 96,844.26	\$ 101,696.23	\$ 106,792.01

Represented Positions

Non-Represented Positions

APPENDIX C (UWCD GROUP HEALTH BENEFITS CALCULATION)

2023 Working File – Region 2

HEALTH INSURANCE CONTRIBUTION			
District Portion			
	Single	Employee + 1	Family
Mid Plan	\$ 781.58	\$ 1,563.16	\$ 2,032.11
60% of Dependent		\$ 468.95	\$ 750.32
District Contribution	\$ 782.00	\$ 1,251.00	\$ 1,532.00

Mid Plan HMO

Kaiser	\$ 756.21	1512.42	1966.15
BS Trio	\$ 760.71	1521.42	1977.85
Anthem BC Select	\$ 765.37	1530.74	1989.96
UHC Harmony	\$ 781.58	1563.16	2032.11
UHC Alliance	\$ 793.63	1587.26	2063.44
BS Access	\$ 842.61	1685.22	2190.79
Anthem Traditional	\$ 935.12	1870.24	2431.31

Employee only Contribution

Step 1 – The set amount is equivalent to 100% for employee coverage for a mid-price HMO offered by CalPERS in a given year. = **\$781.58 rounded to \$782.00** District paid amount for Employee Plan.

Breakdown of the calculations for the Employee + One Plan Contribution:

- Step 1 – The District begins by using the Employee + One Plan amount of the mid-priced HMO plan. In this case it is **\$1,563.16**
- Step 2 – We then get the difference between the Employee + One amount and the single employee amount. In this case, **\$1,563.16** (employee + one) minus **\$781.58** (single) = **\$781.58 total**
- Step 3 – Once this number is identified, we then multiply it by 60% for the dependent in the Employee +1 or dependents in the case of the family plan. In this case, **\$781.58** times .60 = **\$468.95**
- Step 4 – Since we now have computed 60% of the mid-priced HMO plan cost of an employee + one, we then add it to the amount provided for the individual employee. In this case it is **\$781.58** (District paid amount for single employees) plus **\$468.95** (60% of employee + one Plan Amount-Single Employee Amount) = **\$1,250.53 rounded to \$1,251.00** District paid amount for Employee + One Plan.

Breakdown of the calculations for the Family Plan Contribution:

- Step 1 – The District begins by using the Family Plan amount of the mid-priced HMO plan. In this case it is **\$2,032.11**
- Step 2 – We then get the difference between the family amount and the single employee amount. In this case, **\$2,032.11** (family) minus **\$781.58** (single) = **\$1,250.53 total**
- Step 3 – Once this number is identified, we then multiply it by 60% for the dependent in the Employee +1 or dependents in the case of the family plan. In this case, **\$1,250.53** times .60 = **\$750.32**
- Step 4 – Since we now have computed 60% of the mid-priced HMO plan cost of a family, we then add it to the amount provided for the individual employee. In this case it is **\$781.58** (District paid amount for single employees) plus **\$750.32** (60% of Family Plan Amount-Single Employee Amount) = **\$1,531.90 rounded to \$1,532.00** District paid amount for Family Plan.

United Water Conservation District

July 1, 2023 through June 30, 2027



SEIU Local 721

2472 Eastman Ave., Suite 30

Ventura, CA 93003

(805) 644-8291

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Salary Survey Wage Adjustments

Based on the salary survey conducted by the Human Resources Generalist and reviewed by the Chief Human Resources Officer, we are making the following recommended adjustments to the positions identified as 5.00% or more below the mean and median salary for the position. These decisions are based on our compensation and classification study results.

While many of these positions are vacant, the District has committed as part of our MOU that when we find positions that are not at the 95% or above rate for the position classified (through a salary survey of local agencies), we adjust our salaries accordingly to ensure we are paying the at or above the market rate to attract the best talent to our District.

<u>Position</u>	<u>Median</u>	<u>Mean</u>
Human Resources Generalist	-3.99%	-7.19%
Accountant III	-7.08%	-7.08%
Associate Control Systems Programmer	-8.43%	-13.93%
Associate Control Systems Technician	-14.53%	-14.53%
GIS Analyst	2.46%	-8.03%
Environmental Services Field Technician	-18.29%	-22.63%
Park Ranger III	-12.71%	-12.71%
Park Ranger IV	-11.94%	-11.94%

The District will adjust the following position ranges:

Human Resources Generalist: Adjust from 15.00 to 16.00.

Accountant III: Reclassify to Senior Accountant, which would result in the position being a 22.50.

Associate Control Systems Programmer: Adjust from 17.00 to 19.00.

Associate Control Systems Technician: Adjust from 17.00 to 19.00. **(Currently vacant)**

GIS Analyst: Adjust from 17.50 to 19.00. **(Currently vacant)**

Environmental Services Field Technician: Adjust from 10.50 to 14.00.

Park Ranger III: Adjust from 17.00 to 19.00. **(Currently vacant)**

Park Ranger IV: Adjust from 19.00 to 21.00.



Staff Report

To: UWCD Board of Directors

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

From: Brian Zahn, Chief Financial Officer

Date: June 26, 2023 (July 12, 2023, meeting)

Agenda Item: 5.2 **Resolution 2023-13** Resolution of the Board of Directors of the United Water Conservation District, County of Ventura, State of California, Authorizing the Execution and Delivery of an Installment Purchase Agreement Providing for the Acquisition and Completion of Certain Improvements and the Execution of Certain Other Documents and Other Matters in Connection Therewith
Motion

Staff Recommendation:

The Board will review and consider the adoption of Resolution 2023-13 approving the Planning and Design portion of the Water Infrastructure Finance and Innovation Act (WIFIA) low interest loan for \$13,594,645 and associated loan documents.

Background:

Staff has been actively pursuing funding opportunities and financial support of the planning, design, and construction fees for the Santa Felicia Dam Safety Improvement Project. While the search for state and federal grant funding opportunities is ongoing, the WIFIA low-interest loan program will provide funds to cover up to 49% of the costs of the Santa Felicia Safety Improvement Project, including planning, design, and construction costs.

In 2014, Congress passed the Water Resources Reform and Development Act (WRRDA) which established the WIFIA program. The WIFIA loan program is offered by the EPA to accelerate investment in the nation's water and wastewater infrastructure by providing long-term, low-interest supplemental credit assistance under customized terms to creditworthy water and wastewater projects of national and regional significance. Projects are selected for low-interest WIFIA loans in a competitive process based on the national significance of the proposed water or wastewater infrastructure to be constructed.

The EPA has selected the Santa Felicia Dam Safety Improvement Project for the WIFIA loan program and proposes to enter into a Master Agreement with the District, with each phase of the project governed by individual loans to the United Water Conservation Public Facilities Financing Corporation which will be payable from installment payments made by the District to the Financing Corporation under individual Installment Purchase Agreements. Under this approach,

Agenda Item: 5.2 Resolution 2023-13 Resolution of the Board of Directors of the United Water Conservation District, County of Ventura, State of California, Authorizing the Execution and Delivery of an Installment Purchase Agreement Providing for the Acquisition and Completion of Certain Improvements and the Execution of Certain Other Documents and Other Matters in Connection Therewith
Motion

once the Master Agreement is in place, the District can take draws under the loan program at the time and in the amount needed to carry out the individual project phases.

The first phase of the project, which consists of planning and design fees, will be governed by a Term Sheet, the Master Agreement, a WIFIA Loan Agreement and a WIFIA Installment Purchase Agreement. In addition, the Financing Corporation will issue a bond to the EPA to evidence the loan repayment obligation. The sole source of repayment of the bond will be payments made by the District under the WIFIA Installment Purchase Agreement from net water system revenues.

Once the District is prepared to move to the construction phase of the Santa Felicia Dam Safety Improvement Project, the District will return to the EPA to apply for construction funds. The loan process will be much abbreviated due to the due diligence performed during the first (current) stage of the loan. At that time the EPA will decide if the two loans can be combined or if they will exist as two separate loans. The amount of the construction loan will be based on funds available to the EPA at that time.

The District's payments under the Installment Purchase Agreement will be on parity with the 2020 Certificate of Participation financing. The EPA has agreed to use the additional debt test and rate covenant set forth in the 2020 Certificate of Participation financing in connection with the District's WIFIA loans, so the District is not compelled to adopt significant new financial covenants to participate in the WIFIA loan program. In addition, the April 1 (interest) and October 1 (principal and interest) payment dates under the WIFIA loan program match the 2020 Certificate of Participation payment dates.

Fiscal Impact:

Expenses for the WIFIA loan program to date have been approximately \$150,000, consisting of the application fee and costs associated with financial, legal advisors and administrative tasks. It is estimated that an additional \$50,000 will be required to cover costs that exceeded the \$150,000 deposit. Additionally, there will be a rating agency fee estimated at \$35,000.

The initial WIFIA loan is expected to generate approximately \$13.6 million in proceeds, with repayments commencing in 2030 and continuing to 2060, prepayable at any time without penalty. With an estimated fixed interest rate of 4.05%, total debt service is estimated to be approximately \$24 million.

Attachment: Resolution 2023-13

RESOLUTION NO. 2023-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT, COUNTY OF VENTURA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT PROVIDING FOR THE ACQUISITION AND COMPLETION OF CERTAIN IMPROVEMENTS AND THE EXECUTION OF CERTAIN OTHER DOCUMENTS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the United Water Conservation District (the “**District**”) is a water conservation district that is organized and operating pursuant to the provisions of the California Water Code (the “**Water Code**”) within the County of Ventura (the “**County**”), State of California (the “**State**”); and

WHEREAS, the District proposes to acquire and complete certain improvements, betterments, renovations and expansions of facilities within its System, as more particularly described in the WIFIA Master Agreement (as such term is defined and referenced below) (the “**Project**”); and

WHEREAS, in order to finance the acquisition and completion of a portion of the Project, the District proposes to enter into an Installment Purchase Agreement (the “**Installment Purchase Agreement**”) with United Water Conservation District Public Facilities Financing Corporation, a nonprofit public benefit corporation that is duly organized and existing under and by virtue of the laws of the State (the “**Corporation**”), pursuant to which the Corporation will finance the acquisition and completion of such portion of the Project and convey such portion of the Project to the District and the District will make installment payments to the Corporation in consideration thereof; and

WHEREAS, in order to fulfill its obligation to the District under the Installment Purchase Agreement, the Corporation proposes to obtain a loan under the authority of the Water Infrastructure Finance and Innovation Act (the “**WIFIA Loan**”) from the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (the “**WIFIA Lender**”), pursuant to a WIFIA Master Agreement (the “**WIFIA Master Agreement**”) and a WIFIA Loan Agreement (the “**WLA**”), each entered into by and among the Corporation, the WIFIA Lender and the District; and

WHEREAS, the terms of the proposed WIFIA Loan are set forth in a term sheet (the “**WIFIA Term Sheet**”), the WIFIA Master Agreement and the WLA; and

WHEREAS, the District has agreed to execute the Installment Purchase Agreement, execute and perform certain obligations under the WIFIA Master Agreement and the WLA and execute the WIFIA Term Sheet, in each case to provide certain assurances with respect to the Project to the WIFIA Lender; and

WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the Installment Purchase Agreement is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

Section 1. The foregoing recitals are true and correct, and are incorporated herein by this reference.

Section 2. The Installment Purchase Agreement is hereby approved in substantially the form on file with the Secretary of the Board, with such additions thereto and changes therein as are approved by District General Legal Counsel (“**General Counsel**”) and the law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation (“**Special Counsel**”). The President, the General Manager or the written designee thereof, or the Secretary of the Board of Directors (each, an “**Authorized Officer**”), are each hereby individually authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by General Counsel or Special Counsel and approved by the person executing the same, said execution being conclusive evidence of such approval; provided, however, that the principal components of the installment payments which are payable under the Installment Purchase Agreement shall not exceed \$13,594,645.

Section 3. The WIFIA Term Sheet, the WLA and the WIFIA Master Agreement are hereby approved in substantially the forms on file with the Secretary of the Board, with such additions thereto and changes therein as are approved by General Counsel and Special Counsel. The Authorized Officers are each hereby individually authorized and directed to execute and deliver such WIFIA Term Sheet, WLA and WIFIA Master Agreement with such changes, insertions and omissions as may be recommended by General Counsel or Special Counsel and approved by the person executing the same, said execution being conclusive evidence of such approval.

Section 4. Notwithstanding anything to the contrary set forth in this Resolution, the WIFIA Term Sheet, the WLA or the WIFIA Master Agreement, the District is not a borrower with respect to the WIFIA Loan, the WLA or the WIFIA Master Agreement and the District has no obligation to make any payment or provision for payment of the WIFIA Loan. The WIFIA Master Agreement and the WLA shall not constitute contracts between the District and the WIFIA Lender by which the District incurs an indebtedness.

Section 5. The Authorized Officers and any other proper officer of the District, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement, the WIFIA Term Sheet, the WLA, the WIFIA Master Agreement and this Resolution, and all actions heretofore taken by any committee of the Board of Directors, or any official, officer, employee, representative or agent of the District, in connection with the authorization, execution, delivery, or performance of the District’s obligations under the documents and instruments approved or authorized by this Resolution, and the other actions contemplated by this Resolution, are hereby ratified, approved and confirmed. In the event that the President of the Board of Directors is unavailable to sign any of the agreements described herein, any other director of the Board of Directors may sign such agreement and, in the event that the Secretary of the Board of Directors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy or assistant secretary may validly execute and deliver such document.

Section 6. The good faith estimates of costs related to the Installment Purchase Agreement which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

Section 7. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the WIFIA Master Agreement unless the context otherwise clearly requires.

Section 8. This Resolution shall take effect immediately upon adoption.

We, the undersigned, being duly qualified and current President and Secretary, respectively of the Board of Directors of United Water Conservation District, do hereby certify that the above and foregoing resolution was duly and regularly adopted and passed by resolution of the Board of Directors of said water conservation district at a meeting thereof held on __th day of _____, 2023, by the following vote:

In favor thereof, Directors:

Abstain, Directors:

Not in favor, Directors:

Attest: _____
Bruce E. Dandy, President

Attest: _____
Lynn E. Maulhardt, Secretary/Treasurer

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Installment Purchase Agreement in accordance with California Government Code Section 5852.1.

Principal Amount. Based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Installment Purchase Agreement is \$13,594,645 (the "**Estimated Principal Amount**").

True Interest Cost. Assuming that the Installment Purchase Agreement is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, the District's good faith estimate of the true interest cost of the Installment Purchase Agreement, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Installment Purchase Agreement, is 4.05%.

Finance Charge. Assuming that the Installment Purchase Agreement is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, the District's good faith estimate of the finance charge for the Installment Purchase Agreement, which means the sum of all fees and charges paid to third parties (or costs associated with the Installment Purchase Agreement), is \$0.

Amount of Proceeds to be Received. Assuming that the Installment Purchase Agreement is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, the District's good faith estimate of the amount of proceeds expected to be received by the District, less the finance charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Installment Purchase Agreement, is \$13,594,645.

Total Payment Amount. Assuming that the Installment Purchase Agreement is entered into in the Estimated Principal Amount, and based on market interest rates prevailing at the time of preparation of such estimate, the District's good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Installment Purchase Agreement, plus the finance charge as described above, not paid with the proceeds of the Installment Purchase Agreement, calculated to the final maturity of the Installment Purchase Agreement, is \$24,006,000.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Installment Purchase Agreement, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of execution of the Installment Purchase Agreement being different than the date assumed for purposes of such estimates; (b) the actual principal amount of the Installment Purchase Agreement being different from the Estimated Principal Amount; (c) the actual amortization of the Installment Purchase Agreement being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of execution of the Installment Purchase Agreement being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. Market interest rates are affected by economic and other factors beyond the control of the District.

Staff Report

To: UWCD Board of Directors

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

From: Dr. Maryam Bral, Chief Engineer
Michel Kadah, Engineer

cc: Brian Zahn, Chief Financial Officer

Date: June 26, 2023 (July 12, 2023, Meeting)

Agenda Item: 5.3 Authorize Approval of a Contract with MKN & Associates, Inc. to Develop the Final Design of Phase 1 of the Pumping Trough Pipeline (PTP) Recycled Water Connection – Laguna Road Pipeline Project (CIP 8043)
Motion

Staff Recommendation:

The Committee will consider recommending approval of the motion to authorize the General Manager to execute an agreement with MKN & Associates, Inc. (MKN) in the amount of \$298,352.00 to develop the final design of Phase 1 of the PTP Recycled Water Connection, Laguna Road Pipeline Project to the full Board.

Background:

United Water Conservation District (District) is in the process of designing a pipeline connecting the District's PTP system to Pleasant Valley County Water District (PVCWD) system at Laguna Road for the delivery of recycled water. Recycled water delivered to the PTP system can significantly reduce groundwater pumping in the PTP service area and the Oxnard Plain. The potential recycled water sources include: the City of Oxnard's Advanced Water Purification Facility (AWPF), and potentially other sources.

In September 2020, the District received a \$343,000 grant from the Natural Resources Conservation Service (NRCS) for construction of a pipeline along Laguna Road, and in September 2022, a \$2.6M grant was received from Department of Water Resources and Fox Canyon Groundwater Management Agency from the Sustainable Groundwater Management (SGM) Grant Program for the design and construction of the proposed pipeline. The pipeline construction must be completed in March 2025 to meet SGM grant requirements.

Discussion:

A Preliminary Design Report (PDR) was completed by Kennedy Jenks (KJ) on January 25, 2023. The PDR concluded that a new booster pump station would be required to achieve sufficient head to connect PVCWD system to the PTP system via the proposed Laguna Road pipeline. In order to

Agenda Item: 5.3 Authorize Approval of a Contract with MKN & Associates, Inc. to Develop the Final Design of Phase 1 of the Pumping Trough Pipeline (PTP) Recycled Water Connection – Laguna Road Pipeline Project (CIP 8043)
Motion

complete the pipeline construction in March 2025, two separate phases will be developed to complete this project. Phase 1 will include 60% and 100% design of the proposed pipeline, bid support for the pipeline construction, and 30% design of the proposed booster pump station. Phase 1 is anticipated to be completed in the fiscal year (FY) 2023-2024. Phase 2 will include the final design phase and bid support of the booster pump station. Phase 2 is anticipated to be completed in the fiscal year 2024-25.

MKN has substantially completed the design of the Laguna Road pipeline for PVCWD, which gives them an in-depth understanding of the goal for both PVCWD and the District projects. Staff recommends execution of the contract with MKN. A copy of the Professional Consulting Service Agreement detailing MKN's complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

Mission Goal:

Meets Mission-Related Goal B, System Reliability, and Goal E, Regional Partnerships and Leadership.

Fiscal Impact:

Sufficient funds to cover the proposed contract amount of \$298,352.00 are included in the Fiscal Year 2023/24 budget (Account No. 8043-810).

Attachment:

Attachment A Pumping Trough Pipeline (PTP) Recycled Water Connection, Laguna Road Pipeline Project, Phase 1 Final Design, Professional Consulting Services Agreement with MKN & Associates, Inc.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2023, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **MKN & Associates, Inc.** (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional engineering consultation services in connection with the development of the pipeline final design and construction bid support, and 30 percent design of the booster pump station (Phase 1) for the **Pumping Trough Pipeline (PTP) Recycled Water Connection, Laguna Road Pipeline Project** (“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. **Michael Nunley** 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 **Chief Engineer, Maryam A. Bral** 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 **June 30, 2024**.

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 **two hundred ninety-eight thousand and three hundred fifty-two dollars (\$298,352.00)** 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 **Chief Engineer, Maryam A. Bral**, 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: Michael Nunley, President/CEO
MKN & Associates, Inc.
121 N. Fir Street, Suite G
Ventura, CA 93001

To UNITED: Maryam A. Bral, Ph.D., PE
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

[MKN & Associates, Inc.]

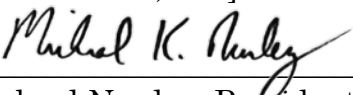
By  _____
Michael Nunley, President/CEO

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**.



MKN & Associates, Inc.
121 N. Fir St., Ste. G
Ventura, CA 93001

June 24, 2023

Michel Kadah, PE
Engineer
United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

RE: Proposal for Laguna Road Pipeline & Booster Pump Station – Phase I Pipeline Final Design and Booster Pump Station 30% Design

Dear Michel,

MKN is pleased to provide the following proposal for final design of United Water Conservation District's (District's) portion of the Laguna Road Pipeline and Booster Pump Station. As you know, MKN has been completing the design of the Laguna Road Pipeline for Pleasant Valley County Water District which gives us a deep understanding of the goal for both projects.

Project Background

The United Water Conservation District (District) intends to reduce the need to operate lower aquifer system (LAS) wells in the Pumping Trough Pipeline (PTP) system. These wells are used to supply non-potable irrigation water. Therefore, the District has entered into an agreement with the City of Oxnard to deliver recycled water to the existing PTP system from their Advanced Water Purification Facility (AWPF). After a series of meetings and workshops with several key stakeholders, the District ultimately decided to construct a pipe along Laguna Road, to connect the Pleasant Valley County Water District (PV) system, which already connects to the Oxnard AWPF via the Hueneme Road Pipeline, to the PTP system.

A Preliminary Design Report (PDR) was completed by Kennedy Jenks (KJ) on January 25th, 2023, which includes a water quality analysis, hydraulic analysis of the PV – PTP system connection, flow control methods, pipeline design, permitting and grant requirements, cost estimate, project options evaluation and recommendations. The PDR determined that the District would see an improvement in overall water quality, but that a new pump station would be required to achieve sufficient head to connect PV to PTP via the Laguna Road Pipeline. KJ recommended placing the pump station on the intersection of Wood and Laguna Road. The report proposes 28-in HDPE DR 17 for the 2,786-ft pipeline, as this material would perform adequately with its cost efficiency, durability, and resistance to corrosive soils. Regarding construction along Laguna Road, KJ suggests an easement 15-ft north of the road to minimize costs for removing and replacing existing pavement, and easier access for operation and maintenance (O&M). Finally, to address the Revolon Slough Crossing, KJ recommends a bridge crossing using a 26-in welded steel pipe with a 5/8-in or greater wall thickness.

Our understanding is the project will be bid on in two separate packages. The pipeline will be complete final design by June 2024, which will lead to construction phase shortly after. 60 Percent design plans will be prepared by June 2024 for the booster pump station (BPS) and final design will be completed before December 2024 which is not included in the scope of work for this proposal and will be executed in fiscal year 2024/25. This timeline meets the District's schedule



for their Ground Water Sustainability Improvement Program Grant. This proposal lays out the work to be completed on both projects during the 2023/2024 fiscal year.

Summary of Proposed Services

If selected to perform this work, MKN will design the following system components per the PDR and will be verified in the appropriate tasks below:

- Bid Package 1: Approximately 2,800 LF pipeline along Laguna Road from Wood Road to the PTP system west, including a bridge crossing over the Revolon Slough.
- Bid Package 2: New Booster Pump Station (BPS) near the intersection of Laguna Road and Wood Road including the following:
 - Three single speed pump and motors; two duty one standby
 - Electrical design for BPS including, ventilation, and motor operated control valves to ensure bidirectional flow to both United Water Conservation District and Pleasant Valley County Water District
 - Instrumentation and control design for BPS including SCADA
 - Structural and architectural design for BPS including new building
 - Flow rate and pumping capacity to be determined

We will also provide permitting support for BPS building permit and a water course permit both from the County of Ventura. Additional scope includes support during bid phase for both bid packages.

Scope of Work

Task Group 1 – Project Management

Task 1.1 Project Management and QA/QC

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the District and Consultant's project team will be conducted by the Consultant Project Manager. The design phase is assumed to be twenty (20) months. This proposal covers the twelve months of work to be completed in the 2023/2024 fiscal year. Consultant will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

Task 1.2 Meeting

Consultant has included ten (10) meetings as part of this scope of services. The following meetings are included:

1. Kick Off Meeting and Site Visit (PM, PE, Technical Advisor)
2. 60% Pipeline (PM, PE, Technical Advisor)
3. 100% Pipeline Design Review Meeting (PM, PE, Technical Advisor)
4. Quarterly Design Workshops (assumed 4)
5. Coordination meetings with PVCWD (assumed 2)
6. Bid Results Meeting (1)



Deliverables: Meeting Agendas/Meeting Minutes (10 total).

Task Group 2 – Data Review

Task 2.1 Data Request

Consultant will prepare and submit a data request form for information needed from the District including, but not limited to, the following items:

- Previous Survey Files
- Hydraulic Model Files
- Supplementary geotechnical/groundwater data

Deliverables: Data Request

Task 2.2 Topographic Survey

MKN will utilize the topographic survey for the pipeline alignment, which was completed by Encompass Consulting Group (ECG) for the KJ 30% design. Additional topographic survey will be completed by ECG for the booster pump station site. Additionally, ECG will prepare legal descriptions for both the pipeline alignment and booster pump station site.

Deliverables: Topographic survey CAD files and legal descriptions in PDF format

Task 2.3 Geotechnical Report

MKN will utilize the geotechnical report completed by Yeh and Associates and part of the PDR. Additional Geotechnical information will be collected on the booster pump station site which will provide recommendations for structural engineering of the foundation.

Deliverables: Supplementary Geotechnical Report

Task Group 3 – Preliminary Design Review

Task 3.1 Hydraulic Review

MKN will review the Hydraulic Analysis completed in the PDR. We will confirm the assumptions with the PVCWD design and pose any changes to the District. MKN will review the hydraulics to determine how to accommodate bi-directional flow. MKN will combine the PVCWD and United models in this location to confirm flow scenarios. MKN will report its findings to the District in a technical memorandum and use this as the basis for the 30% design.

Deliverables: Hydraulics Technical Memorandum

Task Group 4 – Design – Pipeline

Task 4.1 60% Design Drawings and Specifications

Following completion and acceptance of the hydraulics TM, MKN will proceed with preparation of design drawings. Below is the 60% scope for the pipeline project:



Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will include cover sheet, general notes sheet, pipeline plan view, and place holders for detail sheets.

Project technical specifications will be prepared in CSI format (Divisions 1 to 16). For the 60% deliverable, MKN will provide a table of contents for the technical specifications needed for the pipeline project.

Deliverables: 60% Pipeline Design Drawings and Technical Specifications table of contents.

Task 4.2 100% Design Drawings and Specifications

Following completion and acceptance of the 60% Design submittal, MKN will proceed with preparation of 100% design. Below is the 100% scope for the pipeline project:

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will incorporate comments from the 60% deliverable, pipeline profile view, and all necessary project detail sheets.

Project technical specifications will be prepared in CSI format (Divisions 1 to 16). MKN will review the front-end documents and modify technical specifications to conform with Districts requirements. MKN will use District standard front-end general conditions.

Deliverables: 100% Pipeline Design Drawings, Technical Specifications, and General Conditions

Task 4.3 Issued for Bid (IFB) Design Drawings and Specifications

Following completion and acceptance of the 100% Design submittal, MKN will proceed with preparation of IFB design. Below is the IFB scope for the pipeline project:

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will incorporate comments from the 100% deliverable and have necessary detail to advertise to prospective bidders.

Project technical specifications will incorporate any of the District's comments from the 100% design deliverable and have necessary detail to advertise to prospective bidders.

Deliverables: IFB Pipeline Design Drawings, Technical Specifications, General Conditions

Tasks 4.4 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs and updated construction schedule at the 30% (update as needed), 60%, 100%, and IFB completion stages. Final IFB cost estimate shall be prepared to a Class III level in accordance with AACE International standards.

Deliverables: Cost Estimate (30%, 60%, 100%, IFB)



The following table summarizes the deliverables associated with each design phase:

Submittal	Drawings	Specifications	Opinion of Cost
30%	Draft Plan View	None	Update
60%	Draft Final	Table of Contents	Update
100%	Permit Set	Draft Final/ Permit Set	Draft Final
IFB	Final	Final	Final

Task Group 5 – Design – Booster Pump Station

Task 5.1 30% Design Drawings

Following completion and acceptance of the hydraulics TM, MKN will proceed with preparation of design drawings. Below is the 30% scope for the Booster Pump Station project:

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17"). All hard copies noted will be provided as 11" x 17". Drawings will include cover sheet, general notes sheet, pump station site plan, and place holders for detail sheets.

Deliverables: 30% Pump Station Design Drawings

Tasks 5.2 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs and updated construction schedule at the 30% submittal. Cost estimate shall be prepared to a Class IV level in accordance with AACE International standards.

Deliverables: Cost Estimate (30%)

The following table summarizes the deliverables associated with each design phase.

Submittal	Drawings	Specifications	Opinion of Cost
30%	Draft Plan View	None	Update

Task Group 6 – Permitting

Task 6.1 & 6.2 Watercourse Permit & Encroachment Permit

MKN will coordinate with Ventura County Watershed Protection Department's (VCWPD) Planning and Permits section to request and obtain the Watercourse Permit required for construction. MKN will also coordinate with Ventura County Public Works for confirming Encroachment Permit requirements for procurement by the Contractor, as needed.



Assumptions:

- The District will be responsible for the payment of all permit and filing fees
- No Changes to the plans and location map will be made that necessitate re-submittal of the Watercourse Permit application after its initial submittal
- VCWPD will issue a Watercourse Permit within six months of initial application submittal. Should the timeline extend beyond six months, additional budget may be required to continue coordination and follow-up efforts
- Coordination with VCWPD will only involve minor clarifications and will not necessitate preparation of further analysis
- Project will comply with recommendations from District's environmental consultant, Rincon. Significant environmental design changes may require revisions to this scope and fee.

Task 6.3 Storm Water Pollution Prevention Plan (SWPPP)

MKN will coordinate with storm water consultant, JGK, to provide all plan reviews necessary to complete the SWPPP for the pipeline bid package. The SWPPP will serve as the overall guidance document for project compliance with the Construction General Permit for Storm Water.

Deliverables: Watercourse Permit Application, Encroachment Permit, and SWPPP

Task Group 7 – Bid Support Services

Task 7.1 – Pipeline Bid Support Services

MKN's project manager will attend the bidders' conferences for the Project, prepare notes, log questions from bidders, and prepare up to maximum of 3 addenda, if necessary, for the pipeline bid package. MKN will also assist the District in tabulating and comparing the bids, and evaluating bidder qualifications, based on financial and reference checks. It is assumed that District will advertise for bids, reproduce and distribute contract documents to prospective bidders, maintain a list of bidders, and host the bidders' conference.

Fee Estimate

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$298,352, based on the 2023 MKN rate schedule, included as **Exhibit A**. The estimated level of effort is provided as **Exhibit B**.



Schedule

Phase	Start	Complete
60% Pipeline and 30% Booster Pump Station Design	July 15, 2023	December 8, 2023
100% Pipeline Design	December 22, 2023	June 30, 2024
Pipeline Bid Support	July 1, 2024	Sept 30, 2024
Pipeline Construction	Oct 1, 2024	March 2025

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (805) 947-4975 and email is abugielski@mknassociates.us.

Sincerely,

Adam Bugielski
Senior Project Manager

Enclosures:

- Exhibit A – Rate Schedule
- Exhibit B – Level of Effort



**2023 FEE SCHEDULE FOR
PROFESSIONAL SERVICES**

ENGINEERS AND TECHNICAL SUPPORT STAFF

Administrative Assistant	\$105/HR
Engineering Technician	\$114/HR
CAD Technician I	\$137/HR
CAD Design Technician II	\$155/HR
Senior Designer	\$170/HR
Assistant Engineer I	\$151/HR
Assistant Engineer II	\$168/HR
GIS Specialist	\$165/HR
Senior Planner	\$220/HR
Planner II	\$205/HR
Planner I	\$180/HR
Project Engineer I/ Senior Scientist	\$200/HR
Project Engineer II	\$208/HR
Senior Project Engineer I	\$220/HR
Senior Project Engineer II	\$225/HR
Project Manager	\$230/HR
Senior Project Manager	\$240/HR
Principal Engineer	\$260/HR
Project Director	\$280/HR
Senior Project Director	\$300/HR

CONSTRUCTION MANAGEMENT SERVICES

Construction Inspector	\$173/HR
Assistant Resident Engineer	\$178/HR
Resident Engineer	\$196/HR
Construction Manager	\$214/HR
Principal Construction Manager	\$252/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

The foregoing Billing Rate Schedule is effective through December 31, 2023 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.625/mi.

	Principal Engineer (Nord)	Senior Project Manager (Bugelski)	Senior Project Engineer II (Mathews)	Project Engineer II (Azami)	Assistant Engineer II (Garcia/Little)	Senior Designer (Ditch)	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Survey- ECG	Structural - SSG	Electrical - Gerry Green	Geotechnical - CSA	SWPPP - JGK	Non-Labor Costs	Total Fee
Hourly Rates	260	240	225	208	168	170										
Task Group 1: Meetings																
Task 1.1 Project Management (12 months for design)	24	8					32	\$7,560	\$ 227	\$ -	\$ -	\$ -	\$ -	\$ -	\$227	\$ 7,787
Task 1.2 QA/QC	40	6					46	\$11,840	\$ 355	\$ -	\$ -	\$ -	\$ -	\$ -	\$355	\$ 12,195
Task 1.3 Meetings (kickoff/site visit, 7 progress)	16	16	16	8			56	\$12,112	\$ 363	\$ -	\$ -	\$ -	\$ -	\$ -	\$363	\$ 12,475
Task 1.4 Design Review Meetings (2)	2	6	6	6	8		28	\$5,902	\$ 177	\$ -	\$ -	\$ -	\$ -	\$ -	\$177	\$ 6,079
Task 1.5 Bid Result Meeting	2						2	\$480	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$14	\$ 494
Subtotal	42	54	30	22	16	0	164	\$ 37,894	\$ 1,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,137	\$ 39,031
Task Group 2: Data Collection and System Review																
Task 2.1 Review relevant data	4	24	24	24	4		80	\$16,064	\$ 482	\$ -	\$ -	\$ -	\$ -	\$ -	\$482	\$ 16,546
Task 2.2 Topographic Survey and Legal Descriptions	2	2			2		6	\$1,270	\$ 38	\$ 6,930	\$ -	\$ -	\$ -	\$ -	\$6,968	\$ 8,238
Task 2.3 Geotechnical Report	2	2					4	\$930	\$ 28	\$ -	\$ -	\$ -	\$ 12,430	\$ -	\$12,458	\$ 13,388
Subtotal	0	8	28	24	24	6	90	\$ 18,264	\$ 548	\$ 6,930	\$ -	\$ -	\$ 12,430	\$ -	\$ 19,908	\$ 38,172
Task Group 3: Preliminary Design Review																
Task 3.1 Hydraulic Design Review	16	8		40	12		76	\$14,400	\$ 432	\$ -	\$ -	\$ -	\$ -	\$ -	\$432	\$ 14,832
Subtotal	0	16	8	0	40	12	76	\$ 14,400	\$ 432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432	\$ 14,832
Task Group 4: Plans, Specifications, and Engineer's Opinion of Probable Cost - Pipeline																
Task 4.1 60% Design Submittal - Pipeline	8	4	8	40	40	100	200	\$36,880	\$ 1,106	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$6,606	\$ 43,486
Task 4.2 100% Design Submittal - Pipeline	8	4	8	40	80	80	220	\$40,200	\$ 1,206	\$ -	\$ 8,800	\$ -	\$ -	\$ -	\$10,006	\$ 50,206
Task 4.3 IFB Design Submittal - Pipeline	4	2	4	10	20	20	60	\$11,260	\$ 338	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$2,538	\$ 13,798
Task 4.4 Cost Estimating - Pipeline		2	20	32			54	\$9,986	\$ 300	\$ -	\$ 1,100	\$ -	\$ -	\$ -	\$1,400	\$ 11,386
Subtotal	20	10	22	110	172	200	534	\$ 98,326	\$ 2,950	\$ -	\$ 17,600	\$ -	\$ -	\$ -	\$ 20,550	\$ 118,876
Task Group 5: Plans, Specifications, and Engineer's Opinion of Probable Cost - Booster Pump Station																
Task 5.1 30% Design Submittal - Booster Pump Station	12	8	24	12	40	80	176	\$33,256	\$ 998	\$ -	\$ 2,475	\$ 10,648	\$ -	\$ -	\$14,121	\$ 47,377
Task 5.2 Cost Estimating - Booster Pump Station		4	6	16			26	\$4,836	\$ 145	\$ -	\$ 550	\$ 1,100	\$ -	\$ -	\$1,795	\$ 6,631
Subtotal	12	8	28	18	56	80	202	\$ 38,092	\$ 1,143	\$ -	\$ 3,025	\$ 11,748	\$ -	\$ -	\$ 15,916	\$ 54,008
Task Group 6: Permitting Support																
Task 6.1 Watercourse Permit	2	4	12	16	4	38		\$7,244	\$ 217	\$ -	\$ -	\$ -	\$ -	\$ -	\$217	\$ 7,461
Task 6.2 Encroachment Permit	2	4	8	16	4	34		\$6,412	\$ 192	\$ -	\$ -	\$ -	\$ -	\$ -	\$192	\$ 6,604
Task 6.3 SWPPP	4			4	2	10		\$1,972	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$11,059	\$ 13,031
Subtotal	0	8	8	20	36	10	82	\$ 15,628	\$ 469	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$ 11,469	\$ 27,097
Task Group 7- Bid Phase Support																
Task 7.1 Pipeline Project	4		12	12	4	32		\$6,152	\$ 185	\$ -	\$ -	\$ -	\$ -	\$ -	\$185	\$ 6,337
Subtotal	0	4	4	12	12	4	36	\$ 7,052	\$ 185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185	\$ 6,337
TOTAL BUDGET	74	108	128	206	356	312	1184	\$229,656	\$ 6,863	\$ 6,930	\$ 20,625	\$ 11,748	\$ 12,430	\$ 11,000	\$ 69,596	\$ 298,352

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 (e.g., 65.5 cents per mile for calendar year 2023, 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 (e.g., \$182.00 per night [excluding

taxes] for the months of October 2022 and January – September 2023). 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., \$55.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$74.00 per day for additional PROJECT work days for calendar year 2023.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC A/E Insurance Services 19689 7th Avenue NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter CA License #0H74270 PHONE (A/C, No, Ext): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com	FAX (A/C, No): 360-626-2019
License#: 6003745	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Casualty Company	11991
	INSURER B: RLI INSURANCE COMPANY	13056
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 136438065

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PSB0009820	12/10/2022	12/10/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Deductible \$0
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSB0009820	12/10/2022	12/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	PSE0004816	12/10/2022	12/10/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	PSW0005276	12/10/2022	12/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			JEO0001941	6/21/2023	6/21/2024	Per Claim Aggregate Deductible 2,000,000 3,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured. Policies provide 30 days notice of cancellation to the additional insured

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: PSB0009820
Named Insured: Michael K Nunley and

PSB0009820

PSW0005276

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] NOTICE OF CANCELLATION OR NONRENEWAL – DESIGNATED PERSON OR ORGANIZATION

Schedule

Designated Person or Organization:

— United Water

Email Address:

US Mail Address:

— 1701 North Lombard Street, Suite 200
Oxnard, CA 93030

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/10/2022

Policy No. PSW0005276

Endorsement No.

Insured Michael K Nunley and

Insurance Company

RLI Insurance Company

Countersigned By _____

National Casualty Company

**ENDORSEMENT
NO. 6**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
JEO0001215	04/18/2023	Michael K Nunley and Associates Inc. DBA MKN	12549

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION CONDITION AMENDATORY ENDORSEMENT

The following is added to the **CANCELLATION** Condition:

If we/**WE** cancel this policy for any reason other than nonpayment of premium, we/**WE** will give 30 days written notice to the following Certificate Holder:

All Certificate Holders on File



AUTHORIZED REPRESENTATIVE

HB 04/21/2023

DATE

Staff Report

To: UWCD Board of Directors

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

From: Dr. Maryam Bral, Chief Engineer
Michel Kadah, Engineer

cc: Brian Zahn, Chief Financial Officer

Date: June 26, 2023 (July 12, 2023, Meeting)

Agenda Item: 5.4 Authorize Approval of Amendment No. 2 of Contract with Catalyst Environmental Solutions in Connection with the 60 Percent Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)
Motion

Staff Recommendation:

The Board will consider approval of the motion item authorizing the General Manager to execute Amendment No. 2 to an agreement with Catalyst Environmental Solutions and Stantec as a subcontractor (Catalyst/Stantec) in the amount of \$248,351.00 to develop the 60 percent design of the new release channel for the Santa Felicia Dam Safety Improvement Project.

Background:

Replacement of the existing outlet works with a new outlet works on the east side of Santa Felicia Dam requires environmental mitigations, including the construction of a new release channel with specific design criteria. The new release channel will connect the downstream channel of the new outlet works to lower Piru Creek.

Discussion:

The 30 percent design of the new release channel was completed in January 2022. United submitted the design Technical Memorandum (TM) to FERC/NMFS on February 1, 2022, and included the design plans in the draft Biological Assessment (BA) report to initiate the Section 7 consultation of the Endangered Species Act with NMFS. Additionally, United submitted a copy of the TM to CDFW for review on April 19, 2022.

The new release channel design needs to be advanced to the next design level. Amendment No. 2 to Catalyst's contract dated May 18, 2021, will allow Catalyst/Stantec to continue with the development of the new release channel design and complete the 60 percent design phase. The 60 percent design phase is anticipated to start in July and be completed in December 2023.

Agenda Item: 5.4 Authorize Approval of Amendment No. 2 of Contract with Catalyst Environmental Solutions in Connection with the 60 Percent Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)
Motion

Staff recommends execution of Amendment No. 2 to Catalyst's contract. A copy of Amendment No. 2 detailing Catalyst/Stantec's complete proposal, including the scope of work and deliverables, proposed fee, and the project schedule, is included in Attachment A.

Mission Goal:

Meets Mission-Related Goal C, Regulatory and Environmental Compliance.

Fiscal Impact:

Sufficient funds to cover the proposed contract amount of \$248,351.00 are included in the Fiscal Year 2023/24 budget (Accounts No. 8002-815 and 8002-821).

Attachment:

Attachment A Amendment No. 2 to the Professional Consulting Services with Catalyst Environmental Solutions Corporation, dated May 18, 2021, for the design of the new release channel for the Santa Felicia Dam Safety Improvement Project.

AMENDMENT No. 2
TO THE PROFESSIONAL CONSULTING SERVICES

The Professional Consulting Services (hereinafter referred to as “Agreement”) for the purpose of providing professional engineering consultation services for the Santa Felicia Dam New Release Channel for the Santa Felicia Dam Safety Improvement Project, made effective May 18, 2021, by and between United Water Conservation District (hereinafter "United"), and Catalyst Environmental Solutions Corporation (hereinafter referred to a “Consultant”), is here by amended as follows:

Scope of Work

This amendment dated June 27, 2023 provides additional services consisting of development of the 60% design for the new outlet works release channel, providing general project management, and coordination with state and federal agencies (e.g., FERC, NMFS, USFWS, CDFW). The scope of work, schedule, and the proposed fee are included in the attached proposal dated June 23, 2023.

Compensation

The total contract amount is \$144,210 per Amendment No. 1 dated February 16, 2023. The total cost for the scope of work included in this amendment is \$248,351. The total amended contract amount is \$392,561. The conditions of the original Agreement, dated May 18, 2021, shall remain enforce except as amended herein.

United Water Conservation District

Catalyst Environmental Solutions

Daniel Tormey

Mauricio E. Guardado, Jr.
General Manager

Daniel Tormey, Ph.D., PG
President

June 23, 2023

Dr. Maryam Bral, PE
United Water Conservation District
1701 Lombard Street, Suite 200
Oxnard, CA 93030

Subject: Proposal for 60% Outlet Channel Design in Support of Santa Felicia Dam Safety Improvement Project Federal Process

Dear Dr. Bral,

Catalyst Environmental Solutions (Catalyst) has prepared this proposal request to support United Water Conservation District with channel design for the new outlet works to be constructed as part of the Santa Felicia Dam Safety Improvement Project. Under this scope of work, Catalyst will provide general project management as well as coordination with state and federal agencies (e.g., NMFS, USFWS, CDFW), and will subcontract Stantec to complete a 60% design for the new outlet works channel for lower Piru Creek.

Catalyst requests a budget of \$248,351. This cost is subdivided into the following two tasks.

Task 1: Stantec 60% Channel Design

Stantec will attend project meetings, conduct geotechnical borings, coordinate with GEI regarding design and construction sequencing, and provide 60% design for the new outlet works release channel. The 60% design will include draft and final design plans, hydraulic modeling, construction cost estimates, Technical Specification Outline to efficiently develop specifications when the project moves forward, and design document memorandum. Stantec's scope of work and budget are provided as Attachment 1. Their total fees are \$228,351. Catalyst would provide Stantec's subcontracted services without markup.

Task 2: Catalyst Project Management and Coordination

Catalyst will coordinate with Stantec, United, GEI, FERC, CDFW, and NMFS regarding continued design of the new outlet works release channel. Catalyst requests \$20,000 to provide the required higher level of engineering design support based on our detailed project knowledge, and coordination between GEI, FERC, NMFS, and CDFW on channel design elements.

Closure

The proposed activities will be performed on a time and materials basis, not to exceed the above budget, at the direction of United in accordance with our standard terms and conditions and approved rates. The Catalyst fee schedule for this work is provided as Attachment 2.

Task 1 – 60% Channel Design	
Task 1.1: Stantec Project Management	\$11,310
Task 1.2: Geotech Investigations	\$62,360

Task 1.3: Coordination with GEI	\$6,861
Task 1.4: 60% Design Deliverables	\$147,820
Task 2: Catalyst Project Management and Coordination	\$20,000
TOTAL	\$248,351

We appreciate your consideration of this proposal and the opportunity to continue to support United on this important project. Please let us know if you have any questions and/or comments.

Sincerely,



Daniel Tormey, PhD, PG
President

Attachment 1
Stantec Scope of Work and Budget

Attachment 2



Stantec Consulting Services Inc.
727 East Riverpark Lane, Suite 150
Boise ID 83706-4089

June 22, 2023

Project/File: Catalyst/United Water Lower Piru Habitat Channel Design

Lindsey Garner, Ph.D.
Senior Scientist
Catalyst Environmental Solutions
315 Montana Ave.
Suite 111
Santa Mónica, California 90403

Dear Lindsey Garner,

Stantec is providing this scope of work and budget for preparing 60% design plans for the new lower Piru Creek Habitat Channel as requested. This proposal

Project Understanding and Status

Santa Felicia Dam is a 213-foot-high earth embankment dam that impounds Lake Piru Reservoir in Ventura County, California. The dam and reservoir are owned and operated by United Water Conservation District (UWCD) and are under the jurisdiction of the Federal Energy Regulatory Commission (FERC) and California Department of Water Resources Division of Safety of Dams (DSOD). The Santa Felicia Project is FERC Project No. 2153-CA and Santa Felicia Dam is DSOD Dam No. 1005.

The primary function of Santa Felicia Dam and Lake Piru Reservoir is to provide supplemental supply of water to agricultural, municipal, and industrial beneficial uses within the UWCD service boundary. Storing waters of Piru Creek and subsequently releasing them to percolate into the downstream basins and aquifers, or direct deliveries of surface flows, accomplishes this function. This is primarily achieved by making "conservation releases" from Lake Piru Reservoir.

The Santa Felicia Dam is a zoned earth fill embankment dam with the existing outlet works system located on the right (west) side of the embankment. The existing outlet works system needs to be replaced because of concerns regarding seismic stability of the intake tower and conduit through the dam and to mitigate ongoing accumulation of sediment in the reservoir that will impact operation of the outlet works in the future.

A new outlet works system is planned and will be constructed on the left (east) abutment of the dam to replace the existing system. Moving the outlet works system from the right to the left abutment of the dam will result in abandonment of the existing outlet channel. A new outlet channel must be designed to connect the new outlet works to Lower Piru Creek. The new outlet facility will discharge to a rip-rap lined channel section that will transition to the new release channel and will re-join the existing Lower Piru Creek channel near UWCD's southern property boundary line. Conceptual channel design alternatives were developed that resulted in a 30% channel design that was submitted to FERC for review and approval. Stantec has already addressed FERC comments and the revised plan set was submitted in April 2023. However, our team has not received nor reviewed comments from National Marine Fisheries Service (NMFS) on the 30% design. NMFS has been engaged with the project and it is our understanding is that NMFS will not be

Reference: Lower Piru Habitat Channel 60% Design

providing comments or input regarding the project until the 90-99% submittal. This letter documents our approach and scope of work for 60% design of the new habitat channel.

Scope of Work for the 60% Design

The scope of work is organized by task to clearly distinguish each step of the 60% design process. The following tasks provide detailed information regarding the scope, deliverables, and assumptions.

1. Project Management
2. Geotechnical Investigations
3. Coordination with GEI regarding Outlet Works
4. 60% Design

1 Project Management, Invoicing and Meeting Attendance

Timely and consistent project management, scheduling, and coordination are critical parts of this project. Generally, the efforts will include project management, coordination with Catalyst, United Water and internally with Stantec staff, invoicing, and scheduling. Invoicing will be completed monthly and will include an updated project schedule. Stantec has assigned Chris Donley as the project manager to a project to be responsible for completing the Project on time and on budget. He will update the schedule quarterly, and facilitate communications, and coordinate with staff to complete the project.

Monthly coordination meetings will be virtual with an agenda and follow up summary provided to formalize any decisions moving forward. The meetings will be attended by the Stantec Project Manager and include up to two additional Stantec staff as appropriate for the tasks to be discussed. Prior to meetings, an agenda will be developed by Catalyst and Stantec to assist with facilitating each meeting. Summary notes will be distributed to the team following the meeting to document decisions, ideas, and action items.

A kickoff meeting will be conducted to initiate the 60% project design. This meeting will be virtual with all responsible parties from Stantec, Catalyst and United (potential GEI). Catalyst will be responsible for preparing the PowerPoint presentation materials to the committee summarizing the current project 30% designs, next steps and data needs moving forward. No new materials, figures, etc. will be prepared by Stantec for this presentation as only available materials/figures from previously submitted deliverables will be used in the presentation. This meeting will define roles and responsibilities as well as discuss the overall project schedule, addressing 30% design comments, NFMS' role and review schedule moving forward and potential impacts regarding the desired outcomes.

Deliverables:

- Monthly Invoicing(6)
- Monthly Meetings regarding Project Updates (5)
- Meeting Agendas and Summaries (6)
- Kickoff Meeting Reviewing the 30% Design (1)

Assumptions:

- The 60% design will run from July to December (6 months). Starting any later than August 1st, will cause a delay in the 60% design deliverables. Should the project schedule lengthen beyond the end of the year, additional budget (for each task) will be needed.
- Any schedule updates regarding design and proposed construction/phasing are needed since we have not involved in these discussions recently.

2 Geotech Investigations and Reporting

Stantec will coordinate with Catalyst and United Water to gather and review any existing soils information available within the project area prior to exploratory efforts as this information may facilitate relocating borings. We need existing information as soon as possible and no later than mid-August to prevent scheduling delays. We have also included a geotechnical sub-contractor to collect additional soil borings in key construction alignment locations to inform the channel design and ensure that the proposed design is constructible and sustainable after completion. The amount shown for this task is provided by Earth Systems consultants and based upon the scope described below. Ideally this step would occur prior to beginning the 60% plan set progression; however, due to the completion schedule this may have to be performed concurrently with the 60% design process. If the data is collected later than mid-September, geotechnical information will be used and incorporated during the next design stage (60% to 90% design) as it will be too late in the 60% design process for inclusion. Information collected as part of this task will also aid in determining if there is a potential to use earth materials excavated during construction as suitable channel bed and bank lining substrates (soils, fines, cobbles, gravel bars, etc.). Geotechnical boring information and reports will be included in the Design Documentation Report (Task 4.4) as an appendix.

Geotechnical Sub-Consultant Scope of Work:

- A. The sub-consultant will prepare for field exploration by a reconnaissance visit of the site to mark points of exploration and notify Underground Service Alert of our intent to dig. The Contractor will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. United Water will supply permission and access to enter the project site. Once utility clearance is obtained, the subconsultant will explore the subsurface conditions and materials by drilling twenty to twenty-five borings. The maximum planned depth of exploration is about 15 feet with the exception of a single boring to 50 feet. A member of the subconsultant staff will supervise the field study and log the test holes documenting soil horizons, soil types and groundwater depth, if encountered. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. It is currently anticipated that cuttings from the borings may be used to backfill the holes, and any remaining cuttings can be left and/or spread on-site.
- B. Laboratory testing will be performed on boring soil samples to characterize and evaluate subsurface site characteristics. Tests will include but may not be limited to measurement of in-place moisture and density; determination of maximum density and optimum moisture of the soils anticipated to be involved in site grading; direct shear testing of remolded samples, and particle size distribution and plasticity index testing of key soil types with the future channel footprint.

Reference: Lower Piru Habitat Channel 60% Design

- C. Once field and laboratory tests are complete the data will be organized and analyzed by a member of the sub-consultant's professional staff to develop conclusions and recommendations relevant to site development as they understand it.
- D. A Geotechnical Engineering Report will be prepared by the subconsultant based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include criteria for grading; seismic design parameters; gradation results for scour analysis and estimated total and differential settlements.
- E. It should be noted that the geotechnical scope of services and effort will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the subject site.

Deliverables:

- One final geotechnical boring logs and report (provided by a sub-consultant).

Assumptions:

- United Water will ensure that we have all existing and newly acquired geotechnical investigation information (boring logs, soil gradations, geotechnical reports).
- This task includes time to review existing geotechnical data.
- United Water will ensure that the area needed for the proposed borings will be cleared/grubbed providing heavy equipment access and limiting fire danger. The geotechnical sub-contractor will not be clearing vegetation.
- While no sensitive species are mapped in the location of the new habitat channel alignment, United Water will ensure all necessary permits will be obtained prior to exploratory boring operations.
- Other assumptions such as access and additional services are defined in the sub-consultant scope of work above.

3 Coordination with GEI

As previously discussed in the general assumptions above, coordination with GEI consultants is critical to both the new outlet works and syncing with the design of the habitat channel. As these designs progress Stantec and GEI will be communicating updates, changes, and construction sequencing. This will ensure that these two design features not only align, but also don't impede on each other during construction. Potential impacts during construction of the outlet works need to be communicated to ensure that temporary pilot channels needed for high flow release testing don't cause future design issues that may be detrimental to the channel function. Stantec anticipates five monthly progress meetings and regular email communication with GEI, United Water and Catalyst during the 60% design progression.

Deliverables:

- Monthly Progress and Status Update Meetings with GEI (5)
- Monthly Meeting Agendas and Summaries (5)

Assumptions:

- We need the latest GEI outlet works designs to review and ensure the two designs align to begin the 60% design.
- Should the project schedule lengthen beyond the end of the year, additional communication will be needed coordinating with GEI.

4 60% Design

The 60% design task is organized into five sub-tasks for the plans, modeling, cost estimate, specifications, and design report. These sub-tasks are detailed below and include all efforts for completing the design progression.

4.1. 60% Design Plans (Draft and Final)

The 60% design will be developed to represent a 60% design level. This includes refining the details of the wood habitat structure features shown on the 30% Design Plans. The 60% plans will highlight details of key features including: a note sheet, survey control, revegetation, irrigation, construction phasing/dewatering, refined grading and details for pools, riffles, runs, large wood habitat structures and BMPs. The 60% Plans will include grading, profiles, sections, and earthwork quantities refined from the 30% design step. The draft 60% design will be provided to United Water for one round of review. Stantec will then address comments and submit the final 60% design.

Deliverables:

- Draft 60% Plans
- Final 60% Plans

Assumptions:

- The updated plan set will include additional plan sheets to those provide at 30% incorporating new design details for large wood habitat structures, riffles, and pools as well as general construction details. The total number of sheets for the 60% design plan set will be no more than 45 sheets, and the current 30% plan set will be updated to reflect the 60% design level.
- The current outlet works alignment/design and fish capture facility locations are locked into place and will not affect the new Piru Creek channel alignment.
- We have already addressed FERC comments on the submitted 30% design plan and NFMS will not be providing comments or recommendation until the 90-99% design submittal. With this understanding, we assume that there will not be an alignment change or additional substantial channel changes that would require a re-design differing from the 30% submittal.
- A change order will be needed should significant design changes occur with regards to addressing additional 30% comments, revised outlet works designs, alignment changes or other unknowns at this time.

4.2. 60% Hydraulic Modeling

To support the 60% design, this task also includes updating the 2D-hydraulic modeling to inform refinements to the channel design. The model will aid in preliminary large woody material (LWM) structure

Reference: Lower Piru Habitat Channel 60% Design

design and wood stability against hydraulic forces calculations, as well as aid in determining the riffle material sizing and grade control rock structure sizing (should they be needed).

Deliverables:

- Updated Hydraulic 2D-Model.

Assumptions:

- This scope and itemized budget does not include further details for a gravel augmentation plan (previously prepared under the HIP for the existing channel), although advanced modeling / design efforts outlined in this proposal will provide information needed to support development of a gravel augmentation plan for the new channel. Additional discussion regarding gravel augmentation is needed prior to scoping a gravel augmentation plan/effort.

4.3. 60% Construction Cost Estimate

Stantec will prepare a new construction cost estimate to reflect the 60% design stage. An estimate will be developed to break out project elements into line items, quantities, and the cost of the Project. The 60% Construction Cost Estimate will include a 25% contingency to account for any unknowns, changes to the project, and escalating prices associated with construction at this time. The estimates will be developed for the draft and final 60% design plans.

Deliverables:

- Draft Construction Cost Estimate and Quantity Take-off
- Final Construction Cost Estimate and Quantity Take-off

Assumptions:

- Contingency will be slightly higher than typical 60% design estimates based on the project location, access, and log procurement including delivery.

4.4. 60% Specification Outline

Stantec will prepare an outline for specification development to inform future stages of design. Stantec typically provides full technical specifications at a 90% design when the design is not expected to change as specifications are not normally required for permitting or planning purposes. To prepare for the next stage of design, Stantec will prepare a Technical Specification Outline which can be used to efficiently develop specifications when the project moves forward. The outline will include all project elements in the 60% Design Plans along with associated specification number based on CSI master format numbering.

Deliverables:

- Draft Design Technical Specification Outline
- Final Design Technical Specification Outline

Assumptions:

- The technical specification outline will follow CSI master formatting nomenclature.

Reference: Lower Piru Habitat Channel 60% Design

4.5. 60% Design Documentation Memorandum

The 60% Design Documentation Memorandum will build upon the 30% Design documentation technical memorandum previously submitted and will include information regarding the progression of the current design. The memo will including hydraulic modeling updates, construction sequencing discussion, geotechnical findings, and wood structure calculations (buoyance, overturning, etc.) following the Bureau of Reclamation standards. Actual wood structure calculations and Geotechnical reports will be provided as appendices. The draft 60% design memo will be provided to United Water for one round of review. Stantec will then address comments and submit the final 60% design memo completing this task.

Deliverables:

- Draft Design Memorandum
- Final Design Memorandum
- Large Wood Structure Risk Calculations

Assumptions:

- The engineering construction costs will be provided as an appendix, but detailed discussion regarding the costs will not be included in the memorandum.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Sub-surface utility detection or potholing services.
2. Environmental services including but not limited to biological studies, noise, archeological, etc. Stantec is happy to provide an additional scope of work for this work if needed.
3. Permit preparation and/or processing. Stantec is happy to provide an additional scope of work for this work if needed.
4. Services not listed herein.

Proposed Fee

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately as follows:

Table 1 Piru Lower Habitat Channel 60% Design	
Task	Estimated Costs
1 – Project Management	\$11,310
2 – Geotech Investigations	\$62,360
3 – Coordination with GEI	\$6,861
4 – 60% Design Deliverables	-
4.1 – 60% Design Plans (Draft and Final)	\$61,623
4.2 – 60% Hydraulic Model Updates	\$30,552

Reference: Lower Piru Habitat Channel 60% Design

4.2 – 60% Construction Cost Estimate	\$8,242
4.3 – 60% Specification Outline	\$4,492
4.4 - 60% Design Documentation Report	\$42,902
Total Estimated Costs	\$228,351

A detailed itemized budget is provided as an attachment to this letter for your review and our charges will not exceed the above fee estimate without your prior authorization. Stantec reserves the right to reallocate budget between the tasks, if necessary, provided the overall total is not exceeded.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

Authorization to Proceed

Should you require additional information or wish to discuss this work authorization further, please give me a call at 208-388-4331. If this work authorization is satisfactory, please provide us written authorization to proceed in the form of a task order.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Chris Donley
Phone: (208) 338-4331
chris.donley@stantec.com



Stephen Peck PE, PMP, CPSWQ, QSD/P
Principal, Business Center Practice Lead
Phone: (775) 339-3321
Mobile: (775) 781-1508
stephen.peck@stantec.com

stantec.com

Attachment: Itemized Cost Breakdown
Earth System's Proposal



FEE ESTIMATE - Lower Piru Creek Habitat Channel 60% Design

		Technical Director	Project Geomorphologist	Project Manager / Senior Project Engineer	Project Engineer	Project Engineer	Staff Engineer	Hydraulic Modeler	Senior Staff Engineer	Hydraulic Modeler	Project Assistant	Production Assistant	Technical Editor	Geotechnical Exploration		
Name		Peck, Stephen	Katzel, Mitchell	Donley, Chris	Danis, Nick	Buckman, Shaun	Brock, Meghan	Zinsli, Jacob	Devencenzi, Stephen	Archer, Claire	Antal, Anastasia	Eschen, Iris	Kochhar Roberts, Malini		Project Summary	
Project Billing Rate		\$259.00	\$250.00	\$220.00	\$187.00	\$187.00	\$155.00	\$172.00	\$161.00	\$178.00	\$131.00	\$178.00	\$161.00	\$50,820.00	Total	
Total Fee (T&M)		\$3,626.00	\$22,500.00	\$38,500.00	\$11,220.00	\$33,847.00	\$26,040.00	\$22,360.00	\$12,880.00	\$4,272.00	\$786.00	\$534.00	\$966.00	\$50,820.00	\$228,351.00	
Task Code	Task Name	Units													Task Type	Total
0001	Project Management, Invoicing & Meeting Attendance		12.00	24.00		12.00				6.00					Time & Material	\$11,310.00
0002	Geotechnical Investigations / Report		18.00	32.00									1.00		Time & Material	\$62,360.00
0003	Coordinate with GEI regarding Outlet Works		12.00	15.00		3.00									Time & Material	\$6,861.00
0004	60% Design														Time & Material	\$147,820.00
0004.1	60% Design Plans (Draft/Final)	8.00	12.00	56.00		110.00	80.00		70.00						Time & Material	\$61,632.00
0004.2	60% Hydraulic Modeling Updates		12.00	4.00		10.00		110.00	10.00	24.00					Time & Material	\$30,552.00
0004.3	60% Construction Cost Estimate	2.00		8.00		12.00	24.00								Time & Material	\$8,242.00
0004.4	60% Specifications Outline			4.00		16.00	4.00								Time & Material	\$4,492.00
0004.5	60% Design Documentation Memo	4.00	24.00	32.00	60.00	18.00	60.00	20.00				3.00	6.00		Time & Material	\$42,902.00



5917 Olivas Park Drive, Suite F | Ventura, CA 93003 | (805) 642-6727 | www.earthsystems.com

June 20, 2023
(Revised June 21, 2023)

Proposal No.: VEN-23-06-008

Mr. Chris Donley, PE
727 East Riverpark Lane Suite 150
Boise ID 83706-4089

Project: SANTA FELICIA DAM PILOT CHANNEL
PIRU CANYON ROAD
VENTURA COUNTY, CALIFORNIA

Earth Systems Pacific (Earth Systems) is pleased to present the following as a proposal/work order to provide Geotechnical Engineering services for the proposed Santa Felicia Dam Pilot Channel project located off Piru Canyon Road in Ventura County, California. We understand a new pilot channel will be constructed for the new outlet structure. The new channel is planned to be approximately 1,300 feet long starting at the new outlet and ending at the property boundary in Piru Creek. Cuts and fills will be used to create the channel with maximum planned heights of 10 feet.

Earth Systems intends to provide geotechnical information that would be used by the design team in the design of the new pilot channel. The scope of services for the Geotechnical Engineering Report would generally include the following:

- A. The sub-consultant will prepare for field exploration by a reconnaissance visit of the site to mark points of exploration and notify Underground Service Alert of our intent to dig. The Contractor will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our field activities. The Client will supply permission and access to enter the project site. Once utility clearance is obtained, the subconsultant will explore the subsurface conditions and materials by drilling 20 to 25 borings. The maximum planned depth of exploration is about 15 feet, with the exception of a single boring that will be drilled to 50 feet. A member of the subconsultant staff will supervise the field study, and log the test holes documenting soil horizons, soil types, and groundwater depth, if encountered. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to our laboratory for testing. It is currently anticipated that cuttings from the borings may be used to backfill the holes, and any remaining cuttings can be left and/or spread on-site.
- B. Laboratory testing will be performed on boring soil samples to characterize and evaluate subsurface site characteristics. Tests will include but may not be limited to measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples, and particle size distribution and plasticity index testing of key soil types within the future channel footprint, and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.



June 20, 2023
(Revised June 21, 2023)

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Proposal No.: VEN-23-06-008

- C. Once field and laboratory tests are complete the data will be organized and analyzed by a member of the sub-consultant's professional staff to develop conclusions and recommendations relevant to site development as they understand it.
- D. A Geotechnical Engineering Report will be prepared by the subconsultant based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include criteria for grading; seismic design parameters; gradation results for scour analysis and estimated total and differential settlements.
- E. It should be noted that the geotechnical scope of services and effort will not include any infiltration testing, environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the subject site.

Deliverables

One final Geotechnical Engineering Report will be submitted.

Assumptions

The following assumptions were made for preparation of the scope of services and estimated cost:

- United Water will ensure that we have all existing and newly acquired geotechnical investigation information (boring logs, soil gradations, geotechnical reports).
- This task includes time to review existing geotechnical data.
- United Water will ensure that the area needed for the proposed borings will be cleared/grubbed providing heavy equipment access and limiting fire danger. Earth Systems and/or its subcontracted drilling firm will not be clearing vegetation.
- While no sensitive species are mapped in the location of the new habitat channel alignment, United Water will ensure all necessary permits will be obtained prior to exploratory boring operations.
- Other assumptions such as access and additional services are defined in the scope of work above.

Schedule and Estimated Cost

We feel confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, fieldwork should begin in about three weeks (weather and subcontractor availability permitting), and the report should be ready for distribution approximately six to eight weeks after completion of field work.



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Proposal No.: VEN-23-06-008

Based on the above, we propose to provide the Geotechnical Engineering Report on a fixed fee basis. The proposed fee is \$48,400.00. We intend to issue a 50% progress invoice upon initiation of fieldwork. The remainder of the total amount will be due and payable upon receipt of the report.

Additional services, such as plan reviews or construction testing and inspection services, are not included within the scope or fees proposed herein. Such services would be provided on a Time and Materials basis, as calculated from the Fee Schedule in effect when the services are provided.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves an increase to the Prevailing Wage rate during the work period, Client agrees to allow Consultant to increase hourly rates in a similar manner.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

BASIS FOR CHARGES AND TERMS FOR SERVICES

Terms for services will be in accordance with the Master Service Agreement between Earth Systems Pacific and Stantec.

Upon acceptance of this proposal, please sign, date, and return a signed copy via email to tmazzei@earthsystems.com.

EARTH SYSTEMS PACIFIC

Anthony P. Mazzei, G.E.
Senior Vice President/Managing Principal

AGREED TO AND ACCEPTED

Client Signature and Title

Client Name (in print)

Date



June 20, 2023
(Revised June 21, 2023)

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Proposal No.: VEN-23-06-008

Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

Catalyst Fee Schedule



CATALYST ENVIRONMENTAL SOLUTIONS

SCHEDULE OF FEES for UNITED WATER CONSERVATION DISTRICT Effective July 2022

Category	Rate (\$/hr.)
Field Technician	\$84
Project Coordinator	\$90
GIS, CADD, or Drafting Consultant	\$130
Assistant Staff Consultant	\$99
Staff Consultant	\$120
Senior Staff Consultant	\$135
Project Consultant	\$165
Senior Project Consultant	\$185
Senior Consultant	\$198
Principal	\$235
Senior Principal	\$265

Consultant and Principal positions include professional Scientist, Ecologist, Economist, Engineer, Hydrogeologist, Geologist, Planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate.

Expenses

Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees will be charged at cost plus ten percent (10%). Materials, supplies, travel, and any other direct costs related to an assignment will be charged at cost.

Payment

Catalyst invoices will be submitted monthly. Payment is due on or before the thirtieth (30th) day following the date of the invoice. Invoices paid more than thirty (30) days after the invoice date are subject to a finance charge of one percent (1%) per month.

Conditions

Catalyst specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports. This document is proprietary to Catalyst Environmental Solutions Corporation. No right is granted to the recipient to use, disclose or reproduce any information presented herein.

Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado Jr., General Manager

From: Maryam Bral, Chief Engineer
Marissa Caringella, Environmental Services Manager
Randall McInvale, Principal Environmental Scientist

Date: June 27, 2023 (July 12, 2023 meeting)

Agenda Item: **5.5 Freeman Diversion Environmental Impact Report – Amendment to Professional Consulting Services Agreement with Ascent Environmental - \$451,608**
Motion

Staff Recommendation:

The Board will consider approval of the motion authorizing the General Manager to execute an amendment to the professional consulting services (PCS) agreement with Ascent Environmental, Inc. (Ascent) in the amount of \$451,608 to provide needed support for updates to the Environmental Impact Report (EIR) for the Freeman Diversion pursuant to the requirements of California Environmental Quality Act (CEQA) and in accordance with the court ordered deadline of September 22, 2023.

Background:

United entered into the PCS agreement with Ascent Environmental on May 15, 2013, for the completion of environmental consulting services related to the development of an EIR associated with the Freeman Diversion Multiple Species Habitat Conservation Plan (MSHCP) to support decision-making by United's Board of Directors and to support acquisition of permits from applicable regulatory agencies. Since that time, the PCS agreement was amended to account for additional efforts and revisions to the draft EIR.

This proposed second amendment will provide for continuity of services and allow for Ascent Environmental to provide additional services necessary to update the Freeman Diversion draft EIR. Specifically, the amendment will cover updates to CEQA scoping, EIR chapters, internal team and regulatory agency meetings, publications services, and document production through the release of the public draft EIR.

Discussion:

Following submittal of the administrative draft EIR along with the fourth draft MSHCP in June 2020, United has continued to develop the fish passage facility alternatives through physical modeling and associated design updates. In accordance with the December 2018 permanent

Agenda Item: 5.5 Freeman Diversion Environmental Impact Report – Amendment to Professional Services Agreement with Ascent Environmental - \$451,608 Motion

injunction and October 2021 stipulation, the EIR, MSHCP, and regulatory applications must be submitted by September 22, 2023, which is pending an update from the court in July 2023. Ascent has been an integral member of the overall MSHCP team, providing key support to United in the development of the current administrative draft EIR since 2013. Ascent's team includes experts in the development of high-quality CEQA documents and combined with their experience with the operation of the Freeman Diversion, the fish passage alternative design concepts, and the dynamic environmental processes associated with the Santa Clara River their team is an invaluable part of the overall MSHCP process. The proposed amendment would increase the contract by \$451,608 and result in a total revised not-to-exceed amount of \$1,038,521.

A copy of the Amendment to the PCS agreement detailing Ascent's complete proposal, including the scope of work, deliverables, and proposed fee is included in Attachment A.

Fiscal Impact:

Funding for the services to be conducted under the proposed amendment is included in the Fiscal Year (FY) 2023-24 Capital Improvement Project Budget under 421-400-81080; 8001-825. Sufficient funds in the amount of \$451,608 are available to carry the work through FY 2023-24.

Attachment:

Attachment A – Second Amendment Agreement for Professional Consulting Services

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

This Amendment to the Agreement for Professional Consulting Services is entered into as of _____, 2023, by and between **United Water Conservation District (UNITED)**, a public entity, and **Ascent Environmental, Inc.**, (CONSULTANT) with reference to the following terms and conditions:

WITNESSETH

WHEREAS, on May 15, 2013, UNITED and CONSULTANT entered into a Professional Consulting Services AGREEMENT for the purpose of undertaking United's compliance process with the California Environmental Quality Act for its Freeman Diversion Multiple Species Habitat Conservation Plan, including preparing an environmental impact report, and entered into a FIRST AMENDMENT on January 15, 2019; and;

WHEREAS, UNITED and CONSULTANT have discussed and agreed to amend certain terms and conditions of the AGREEMENT, the FIRST AMENDMENT involving scope of work, and compensation as specified in this SECOND AMENDMENT.

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

1. The not-to-exceed total charge described in the AGREEMENT and all prior AMENDMENTS is hereby increased by \$451,608. This amendment results in a total revised not-to-exceed amount of: \$1,038,521 as total payment inclusive of all services.
2. The Scope of Work and Fee Schedule included as Exhibit A of the AGREEMENT is hereby amended to include the Scope of Work included as Attachment A of this SECOND AMENDMENT.
3. The term of the AGREEMENT and all prior AMENDMENTS will expire on June 30, 2024.
4. Each and all other provisions of said AGREEMENT and FIRST AMENDMENT remain in full force and effect and apply to all services and payments made under this SECOND AMENDMENT.

UNITED WATER CONSERVATION DISTRICT

By _____
Mauricio E. Guardado, General Manager

Ascent Environmental, Inc.

By _____
Sydney Coatsworth, Principal

ATTACHMENT "A"
SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Revised Scope of Work and Fee Schedule

Revised Project Understanding, Approach, and Methodology

Project Background and Understanding

United Water Conservation District's (United's) Multispecies Habitat Conservation Plan (MSHCP) would provide a mechanism to ensure United can continue its water management activities while implementing conservation and protection measures to minimize the effects of these activities on covered species in the Santa Clara River watershed. United operates facilities located in Piru, Saticoy, and El Rio, and has infrastructure located throughout the Oxnard Plain.

The facilities and covered activities included in the MSHCP are a subset of United's overall facilities and current and future activities. Specifically, the covered activities in the MSHCP encompass current and future operation and maintenance at the Freeman Diversion and its appurtenant facilities (including its headworks, fish passage, Freeman Canal, and desilting basin operations) and the Saticoy, Noble, Rose, and Ferro spreading grounds. The project area includes the areas affected by the operation and maintenance of these existing facilities. United's operations at all of its other facilities, including the Santa Felicia Project and Piru Diversion on Piru Creek, are not included as covered activities in the MSHCP. Future activities to be covered by the MSHCP include modified water diversion at Freeman Diversion facilitated by amended water rights. In addition, implementation of specified conservation measures and monitoring are also covered activities under the MSHCP. This includes construction and operation of a new fish passage structure, modified water diversion operations, habitat restoration and enhancement, and potential adaptive management measures.

United is seeking authorization from the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) for incidental take pursuant to Section 10 of the federal Endangered Species Act (ESA) and from the California Department of Fish and Wildlife (CDFW) pursuant to Section 2081 of the Fish and Game Code, or California ESA (CESA). Supported by the mitigation value provided by the conservation measures in the MSHCP, USFWS, NMFS, and CDFW (collectively, the Resource Agencies) would be asked to issue Incidental Take Permits (ITPs) authorizing covered activities. Upon approval, United would receive coverage under the ITP for "take" of specified species incidental to otherwise legal activities.

United has engaged in substantial effort over many years to study and identify covered species and activities, define the desired term of the permit, and evaluate alternative fish passage facilities. The result is an MSHCP that includes only those species (i.e., listed species and those with a higher likelihood of listing within the permit term) and activities (i.e., existing operation and maintenance, conservation measures, monitoring, and limited potential future projects) that United believes can be addressed successfully while maintaining United's operations.

In June of 2020 a Draft MSHCP and administrative draft environmental impact report (ADEIR) analyzing this version of the MSHCP was provided to United. The June 2020 version of the MSHCP covers 7 species including 4 that are listed as threatened or endangered under the federal ESA, the California ESA, or both. Since completion of the June 2020 versions of the Draft MSHCP and ADEIR further extensive analysis and modelling has been conducted and agency coordination has continued. An updated MSHCP is in preparation, and in response to a request from United, Ascent is submitting this scope of work and cost estimate to update the previous prepared ADEIR and complete the CEQA process.

Approach

The history of the project—the regulatory framework, legal actions and reactions, relationships with and involvement of agencies and stakeholders—is long and complex. While an understanding of that history and complexity is important and informs the current process and approach, it is equally important to stay focused on the task at hand. The Ascent approach to preparing the MSHCP EIS and completing the CEQA process is essentially this:

- ▶ Use existing studies and information prepared by United and its team of consultants to the maximum degree possible;
- ▶ Use existing material from the June 2020 ADEIR to the maximum extent possible;

- ▶ Work with United's staff as a seamless team;
- ▶ Work closely with the MSHCP preparation team to ensure the EIR uses timely and accurate MSHCP information and that the MSHCP includes sufficient information to support the EIS analysis;
- ▶ Coordinate with the consultant team preparing the National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) for USFWS and NMFS to maximize the opportunity for EIR information to support preparation of the EIS;
- ▶ Meet court mandated due dates and interim delivery milestones to reach those due dates; and
- ▶ Through this process, produce a high-quality EIR to support decision-making by United's Board of Directors and to support acquisition of permits from responsible and federal agencies.

The Scope of Services below is for an EIR that will be adequate to support approval and implementation by United and other state and local agencies of the MSHCP and the specific actions within their respective authorities related to the MSHCP. It is understood that the Scope of Services does not include securing of permits and that state and local agencies may require as part of their permit packages additional information, research, and analyses that are beyond the scope of the EIR. In addition, although opportunities for a state Responsible Agency to not use another lead agency's EIR are limited (see CEQA Guidelines Section 15096), Ascent cannot guarantee that all Responsible Agencies (particularly those that have expressed significant concerns with the MSHCP) will use the EIR to support their discretionary actions related to the project.

The methodology and work program defined below addresses the preparation of an EIR to evaluate the environmental effects of implementation of the proposed MSHCP. The lead agency for the EIR is United, but to the degree possible, with the available resources and data, the EIR will be crafted to satisfy the information needs of USFWS, NMFS, and other state and local permitting agencies. Specific goals of the EIR are to provide CEQA compliance in support of the following actions associated with the MSHCP:

- ▶ District approval and adoption of the MSHCP and any implementing activities or agreement
- ▶ Provide supporting information for completion of any EIS necessary for USACE approval of section 404 permit and USFWS and NMFS approval of the MSHCP and take authorization under Section 10 of the ESA
- ▶ CDFW approval of the MSHCP and take authorization under Section 2081 of the Fish and Game Code
- ▶ State and local agency approval of project-specific permit applications required for implementation of the new fish passage facility and operation and maintenance activities covered in the MSHCP (e.g., Clean Water Act Sections 401; California Fish and Game Code Section 1602, Streambed Alteration Agreement; Ventura County approvals)

The EIR will analyze a full range of resource topics as identified below. The approach and level of detail will correspond to that used in the 2020 ADEIR unless identified otherwise below. One exception is the evaluation of alternatives. At the request of United, this scope of work and cost estimate provides for a full analysis of two alternatives, a vertical slot fish passage facility and a hardened ramp fish passage facility. Both fish passage facility options will be evaluated at an equal level of detail. At some point during preparation of the EIR, one of these options would be selected as the Proposed Project and the Draft EIR will be completed reflecting this decision. The analysis of the other fish passage facility option will be included in the alternatives analysis. This will provide an alternatives analysis with one alternative evaluated at an equal level of detail as the Proposed Project, and a more traditional comparison to the Proposed Project for the No Action Alternative and one additional alternative.

This scope of addresses EIR preparation through completion of the Draft EIR. A separate scope of work and cost estimate will be prepared for the Final EIR and related tasks through EIR certification.

Proposed Methodology/Scope of Services

Task 1 Project Initiation, Kickoff Meeting, and Materials Review

Project Initiation

Ascent staff (principal-in-charge, project manager, and assistant project manager) will attend a project kick-off meeting to discuss various topics such as points of contact between various team members, communication protocols among team members, progress reporting, schedule milestones, and upcoming available data and timing. Ideally, members of the MSHCP preparation team will also be present. United will provide all the most current available data and reference materials pertaining to the MSHCP to Ascent, including any updated base maps, GIS data, technical studies, and other documents that may be of use in the process. This has been budgeted as a face-to-face meeting with Ascent staff traveling to United's offices.

Review of Most Current MSHCP and Supporting Documentation

Ascent will review supporting documentation developed to date and anticipated future data and documentation and identify if any critical data gaps are present. Upon completion of this review, Ascent will inform United if any new or supplemental data collection is required to prepare a legally defensible EIR. Ascent will prepare a sufficiency memo and submit to United requesting supplemental technical information. It is assumed for this Work Program that United, or others at the direction of United, will be able to obtain all necessary supplemental information.

Task 2 Suggested New Notice of Preparation and Scoping

Two scoping processes have previously been held for the MSHCP EIR. The first scoping period was a joint CEQA/NEPA process held in 2014. The second scoping period was in the summer of 2019 and was a CEQA only process. The second scoping period was held primarily because of the passage of time since the first scoping process (over 4 years) and to allow a re-initiation of public notice and involvement with the CEQA process. For the same reasons, we suggest that an updated Notice of Preparation (NOP) be released and a new scoping period initiated. This scope of work and cost estimate assumes the same CEQA only scoping process that was conducted in 2019.

Prepare NOP

Ascent will prepare a draft and final updated NOP. Ascent will post and distribute the NOP but it is assumed that United will generate the mailing list based on past outreach efforts and other information sources. The NOP will provide a general description of the plan and potential alternatives and identify issues for analysis in the EIR. It is assumed that an Initial Study will not be prepared, but that issues for which significant effects would not occur, and therefore not requiring detailed analysis, would be included in the EIR with supporting rationale (as is currently done in the 2020 ADEIR). The NOP scoping period will be scheduled for 30 days, during which time, comments on the scope and content of the EIR will be received by United and transmitted to Ascent.

Hold Scoping Meetings

Ascent will assist United in holding public scoping meetings and recommends that two meetings be held on the same day at the same location; one during normal business hours and one in the evening. The purpose of the meetings will be to obtain suggestions and information from agencies and the public on the scope of issues to be addressed in the EIR and identify significant issues related to the proposed action. Ascent will help facilitate the meetings on behalf of United, including summarizing the environmental review process, describing the proposed MSHCP, and preparing exhibits. Information obtained during the scoping process will be summarized in a Scoping Report prepared by Ascent. Comments received in response to the NOP and during the scoping meetings will be documented in the Scoping Report and considered in the impact analysis. The Scoping Report will be provided as an appendix to the EIR. This scoping process replaces, or supersedes, the 2014 and 2019 processes. Therefore, key topics expressed during the 2014 and 2019 scoping may be listed in the new scoping report, but the full results of these past scoping efforts will not be included.

Task 3 Updated Administrative Draft EIR

Ascent will prepare an Updated ADEIR using the 2020 ADEIR as a starting point. As much material from the 2020 ADEIR will be used as possible; however, all content will be checked for needed updates (e.g., changes in regulatory conditions, physical conditions in the project area, changes in MSHCP content) and supplemental information will be added, as necessary. In addition, as requested by United, both a vertical slot fish passage facility and a hardened ramp fish passage facility will be fully evaluated for environmental impacts.

Project Objectives/Purpose and Need

Ascent will coordinate with United to determine whether any updates are needed to Project Objectives and Purpose and Need material from the 2020 ADEIR. The Project Objectives/Purpose and Need continue to be used to provide the foundation for determining the range of alternatives to be considered in the EIR.

Project Description and Alternatives Development

Ascent will work with United and the MSHCP team to update, as necessary, the project description (i.e., the description of the proposed MSHCP for purposes of the EIR), as well as develop a full project description for the hardened ramp facility, which was not the proposed project in the 2020 ADEIR. Ascent will also coordinate with United on whether any new alternatives not included in the 2020 ADEIR should be added, or if any of the alternative evaluated in the 2020 ADEIR should be modified. This is expected to be a focused task involving coordination among United and MSHCP team to make decisions regarding the definition of alternatives and to confirm the regulatory actions to be informed and supported by the EIR.

The basis for the EIR project description is the MSHCP and all state and local agency approvals necessary for full implementation of the MSHCP. The environmental effects of its covered actions will be analyzed to sufficient degree to support decisions by United and by state and local agencies on project approval. However, although opportunities for a state Responsible Agency to not use another lead agency's EIR are limited (see CEQA Guidelines Section 15096), Ascent cannot guarantee that all Responsible Agencies (particularly those that have expressed significant concerns with the MSHCP) will use the EIR to support their discretionary actions related to the project.

It is expected that preparation of the EIR will occur concurrently with completion of the MSHCP; therefore, close coordination with the MSHCP team will be required to ensure an accurate and current expression of the MSHCP and covered activities in the EIR project description. It is assumed that the MSHCP and supporting technical documents will have adequate detail to develop a project description that enables sufficient analysis in the EIR (e.g., features and design details, construction techniques and equipment, off-site features such as utility extensions and habitat enhancement, access roads, staging areas, defined operations parameters). Ascent will provide up to two iterations of preliminary draft project descriptions to United for review and comment. Given the concurrent preparation of the EIR and the MSHCP, it is anticipated that some changes to the MSHCP, and therefore the EIR project description, may occur while the EIR is being prepared. It is expected that minor description changes to the MSHCP could be accommodated; however, once the project description has been approved by United and impact analysis has begun, any substantive changes to the description of the MSHCP that require revision of previously conducted analysis may require a contract modification.

Although the EIR will be written "with the EIS in mind," to streamline the ability of the EIS preparation consultant to use material from the EIR, it is recommended that alternatives be assessed "CEQA-style," that is, with sufficient information to allow meaningful comparison with the proposed project, but with a lesser level of detail, so as to conserve resources and preclude expenditure of the time and budget on full exploration of alternatives that may not meet the needs of the federal agencies. The exception to this approach is, as discussed previously, both the vertical slot design and the hardened ramp design will be evaluated at an equal level of detail, with the proposed project among these two options to be identified at a later date. Therefore, for these two alternatives, the analysis will implement a "NEPA-style" approach with comparable levels of analysis for both fish passage facility designs.

The EIR will also provide a description of alternatives that were considered but eliminated from further analysis and the justification for not considering those alternatives further. Ascent will work with United to determine whether any updates to this material already included in the 2020 ADEIR are needed.

It is assumed that up to four alternatives, will be analyzed, as is already done in the 2020 ADEIR, the No Action Alternative; the vertical slot and hardened ramp using the methodology described above, with one of these being selected as the Proposed Project at a later date; and one additional alternative. The No Action Alternative and the fourth alternative will not be evaluated at an equal level to the vertical slot and hardened ramp, but will comply with CEQA requirements.

It is assumed that certain elements of the EIR will be derived from the MSHCP, including portions of the environmental setting, descriptions of covered activities and implementation information, and portions of the impact analysis and mitigation approach. Ascent staff will attend monthly remote meetings (e.g., Zoom or

Teams) or conference calls with United and MSHCP consultants, as appropriate, to coordinate development of the MSHCP with the EIR and ensure consistency among these documents.

Environmental Analysis

It is assumed that the project would clearly result in no impact or less-than-significant impacts for the following issues and that no detailed analysis would be required: forestry resources, land use, mineral resources, population and housing, public services (fire protection, law enforcement, schools, and parks), and utilities and service systems (water and wastewater treatment, stormwater drainage, water supply, solid waste). This list is the same as what is reflected in the 2020 ADEIR. For each issue addressed in detail, the section will include discussions of environmental setting, regulatory framework, impacts, and mitigation. Following is a discussion describing the methodologies, technical strategies, and general approach for each of the EIR's anticipated environmental issue areas.

Aesthetics: Implementation of the conservation measures, particularly the new fish passage facility at the Freeman Diversion, would result in temporary scenic effects during construction, and some permanent, but likely minor long-term effects. This section will describe the current appearance of the project area from key vantage points (including nearby residences and roadways) and if and how implementation of the covered activities would change the view from those viewpoints. The analysis will consider visual changes and their extent, sensitive viewsheds, and consistency with any applicable plan policies. The Aesthetics section of the 2020 ADEIR will be reviewed for any needed updates, but no new analysis is proposed. It is assumed that key observation points identified in the 2020 ADEIR and photos used in that document (taken in 2019) will continue to be used. However, some new photos may be taken during the kickoff meeting or other visits to the project area and used in the EIR.

Agricultural Resources: United's boundaries include substantial agricultural areas, and its operations include groundwater recharge, providing surface water for agricultural irrigation, seawater abatement, and other actions that support agriculture, and it is expected that adoption of the MSHCP and implementation of the covered actions would continue to be a benefit to United's operations and to those that rely on its water management. This section of the EIR will follow the approach used in the 2020 ADEIR and utilize that analysis, providing updates to the regulatory and environmental setting as needed. The section will evaluate potential direct and indirect effects of the project on agricultural resources, as well as the project's consistency with applicable policies pertaining to agricultural lands.

Air Quality and Greenhouse Gas Emissions: Following the approach taken in the 2020 ADEIR, air quality impacts and greenhouse gas (GHG)/climate change impacts will be addressed in two separate sections of the EIS. The project area is located in the jurisdiction of the Ventura County Air Pollution Control District (VCAPCD) in the South Central Coast Air Basin. The EIR setting will include a description of existing air quality conditions in the project vicinity. This will include information on the location of existing sensitive receptors, ambient air quality concentration data from the most representative monitoring station(s), attainment designations, and natural factors that relate to the transport and dispersion of air pollutants. Applicable federal, State, and local regulations, the current state of climate change science (e.g., Intergovernmental Panel on Climate Change's [IPCC] Fourth Assessment Report), and VCAPCD-recommended thresholds of significance will also be presented.

Air quality impacts will primarily result from the earthwork, vehicle and equipment emissions, and the onsite batch plant required for construction of the fish passage facility at the Freeman Diversion. The air quality analysis will estimate project-related construction and any operational emissions of criteria air pollutants and precursors (e.g., respirable particulate matter [PM₁₀], fine particulate matter [PM_{2.5}], reactive organic gases [ROG], and oxides of nitrogen [NO_x]) in accordance with guidance from VCAPCD (including VCAPCD's *Ventura County Air Quality Assessment Guidelines* [2003]). Excavation and earthwork have the potential to result in high concentrations of fugitive dust emissions, including PM₁₀ and PM_{2.5}. Fugitive dust emissions would be estimated using the default emission factor for grading activity in the ARB-approved Urban Emissions Model Version 9.2.4 (URBEMIS) or California Emissions Estimator Model (CalEEMod), whichever is recommended by VCAPCD at the time of the analysis. CalEEMod will also be used to quantify project-generated greenhouse gas (GHG) emissions. It is assumed that United would provide information on construction and operations methods and schedules in sufficient detail to provide inputs into the emissions models. Although emissions modelling was conducted for the 2020 ADEIR, emission models are updated regularly over time and vehicle/heavy equipment emissions are lessened over time due to regulatory requirements. Therefore, emissions models will be re-run and the results incorporated into the updated EIR. In addition, if sufficient

differences in emissions generating activities can be identified between the vertical slot facility and the hardened ramp, separate model runs will be conducted for construction and operation of each facility.

Emissions of toxic air contaminants (TACs) will be assessed qualitatively, using the same methodology applied in the 2020 ADEIR. The primary TAC of concern would be the exhaust emissions of diesel particulate matter (diesel PM) generated by excavation equipment, haul trucks (if used), and other diesel-powered equipment. Air dispersion modeling and risk probability calculations are assumed to be unnecessary.

Archaeological, Historical, and Tribal Cultural Resources: The analysis of archaeological, historical, and Tribal Cultural Resources (TCRs) (cultural resources) in support of the EIR will follow the same approach used in the 2020 ADEIR. The analysis will be developed based on existing information (local plans, plan EIRs, and other relevant documents) to make environmental conclusions. Given the size of the MSHCP area, analysis will be limited to a records search and literature review with the South Central Coastal Information Center (SCCIC) at California State University Fullerton and/or other recent literature searches, as relevant. Given it has been more than 3-years since the record search was conducted for the 2020 ADEIR, a new records search will be conducted. No pedestrian survey work is included. For purposes of this scope of work, cultural resources are defined as archaeological sites of prehistoric or historic origin, built or architectural resources older than 50 years, and traditional or ethnographic resources, as well as fossil deposits of paleontological importance. “Historical resources” is a term with defined statutory meaning and includes any prehistoric or historic archaeological site, district, built environment resource, or traditional cultural resource recognized as historically or culturally significant (California Public Resources Code [PRC] §21084.1; 14 California Code of Regulations [CCR] §15064.5(a)).

The EIR section will follow the same approach and level of detail as the 2020 ADEIR. It will include a discussion of the applicable federal, State, and local policies and regulations; a brief summary of the prehistory and history of the MSHCP area; a summary of the methods used to evaluate cultural resources; a listing of the criteria for determining significance; a description of historic properties or historical resources; and identification of impacts and related mitigation measures. Where appropriate, background information provided in any applicable planning documents will be incorporated by reference. This scope of work assumes CEQA compliance only; compliance with Section 106 of the National Historic Preservation Act (NHPA) is not included. It is unlikely that there will be any discernable difference in impact potential between the vertical slot and hardened ramp fish passage facilities; however, a separate analysis of both will be provided to streamline future document adjustments for one option as the proposed project and one as an alternative.

Based on United’s existing coordination with interested Native American groups, it is assumed that United would lead the Assembly Bill (AB) 52 tribal consultation effort required as part of EIR preparation. However, Ascent may assist with, or lead this effort with an appropriate contract amendment.

Biological Resources – Fisheries and Aquatic Resources: Robertson-Bryan, Inc. (RBI) will serve as the technical lead to prepare the Fisheries and Aquatic Resources section of the EIR. RBI will update as necessary the environmental setting for fisheries and related aquatic resources conditions for the Santa Clara River and its tributaries provided in the 2020 ADEIR. Species presence, life cycle history, habitat range and preference, habitat/flow relationships, and thermal/water quality constraints will be summarized. Species of primary management concern (e.g., federally and state listed species), including Southern California steelhead and tidewater goby, and other species of concern (e.g., Pacific lamprey), will receive the most detailed descriptions. RBI will rely on existing information and it is assumed that no original field work or studies will be prepared. This scope assumes that the technical assessments related to impact evaluations will contain information that is consistent with CEQA requirements.

The potential project-related impacts to fisheries and aquatic resources associated with the construction and long-term operations of covered activities (including conservation measures) implemented under the MSHCP, including beneficial effects, will be addressed qualitatively. For any impacts determined to be significant, such as temporary construction-related effects, appropriate CEQA mitigation measures will be developed. The potential long-term project-related effects on listed species movement and migration, habitat/instream flow relationships, and instream temperature and other water quality conditions will be the focus of the assessment. Separate assessments will be prepared for the vertical slot and hardened ramp fishery passage facilities. Because the purpose of the MSHCP is resource protection and improvement, it is assumed that available project design and operational information will readily support the beneficial effects on listed species and the assessments will be appropriately brief and concise. Because the CEQA analysis will be underway before the MSHCP is finalized, the Ascent team (and specifically RBI) should be kept apprised of any

key outcomes and decisions that relate to fisheries and aquatic resources. The scope and budget assumes participation of one senior RBI staff person in up to three in-person meetings with United, other fisheries consultants, and/or resource agencies.

Biological Resources – Terrestrial and Wetland Resources: As with fisheries and aquatic resources, it is assumed that United has substantial information pertaining to the type, location, extent, and quality of terrestrial biological resources and wetlands, including recent mapping and GIS data. Existing documentation, particularly documentation that has been generated since the 2020 ADEIR was delivered, will be compiled and analyzed. This will include a review of biological studies previously conducted, including those in support of the MSHCP. An updated electronic search of the National Wetlands Inventory, California Natural Diversity Data Base, and California Native Plant Society electronic inventory of rare plants will be conducted to obtain current information regarding sensitive biological resources with potential to occur in the project area. All sensitive biological resources (species and habitats) typically considered in a CEQA document will be evaluated, meaning that more than just the 7 MSHCP covered species will be analyzed.

A new targeted reconnaissance survey of the areas primarily affected by covered activities will be conducted by a qualified biologist to determine if any conditions have changed since delivery of the 2020 ADEIR. Based on information obtained through review of existing documentation and the results of the reconnaissance survey, the environmental setting of the terrestrial biological resources section from the 2020 ADEIR will be updated as needed. It is anticipated that the conservation measures included in the MSHCP would avoid and minimize most impacts to sensitive species, especially from operation and maintenance activities. Potentially significant direct and indirect impacts on terrestrial biological resources and wetlands that could result from implementation of the MSHCP and covered activities, especially construction of the new fish passage facility at the Freeman Diversion (physical alteration, noise, vibration), will be described and assessed following the format and approach in the 2020 ADEIR. These impacts include temporary and/or permanent disturbance or removal of a well-developed riparian area and high-quality wetland on the north side of the river where, because of topographic considerations, access by construction vehicles and equipment would occur. Feasible mitigation measures that would minimize or eliminate potential adverse impacts on terrestrial biological resources and wetlands will be recommended. Separate impact assessments will be prepared for the vertical slot and hardened ramp fishery passage facilities.

Energy: CEQA requires the consideration of energy usage from a project. Much of the information gathered to calculate GHG emissions also relate to energy usage and Ascent will use this data to complete a CEQA compliant energy analysis to be included in this section. The format, content, and approach of the Energy section delivered with the 2020 ADEIR will be used, with updates as appropriate, including incorporation of updated GHG modelling results.

Geology and Soils: Ascent will use existing information from United (including the Mitigated Negative Declaration and permit package for the geotechnical work at the Freeman Diversion) and local plans and other readily available documents to update, as necessary, the geologic setting included in the 2020 ADEIR. The setting will address topography, soil characteristics, and seismicity. This information will be used to evaluate impacts related to seismic hazards, unstable soil, and soil erosion. Impacts will be identified and assessed, and mitigation measures will be recommended for any significant or potentially significant impacts. This section of the EIR will also evaluate potential effects on paleontological resources, following the same approach and level of detail as the 2020 ADEIR.

Hazards and Hazardous Materials: Effects related to hazards and hazardous materials are assumed to be limited to construction and operational activities that use fuels and chemicals, especially on and around surfaces that provide direct access to groundwater (e.g., permeable surfaces and porous river bed). This is the approach taken in the 2020 ADEIR and this approach will continue to be used. However, information related to hazards and hazardous materials will be updated as necessary. Existing areas of substantial contamination are assumed not to occur in the project area and that United has hazardous materials inventories, environmental site assessments (ESAs), or similar materials available to describe the presence or absence of contaminated sites. The EIR will identify any existing issues related to hazards and hazardous materials in the MSHCP area, identify impacts that could occur from implementation of conservation measures and project operations and maintenance, and recommend feasible mitigation measures for any potentially significant effects.

Hydrology and Water Quality: The following scope of services mirrors the approach used for the 2020 ADEIR. Information from the 2020 ADEIR will be used as much as possible; however, implementation of necessary updates is assumed.

Meridian Consultants will serve as the technical lead to prepare the hydrology, drainage, and groundwater section of the EIR. The EIR assessment will address: short-term temporary construction-related effects on hydrology and drainage; long-term operations-related surface and groundwater hydrology effects; permanent changes to stormwater drainage and/or flooding; operations-related impacts to groundwater conditions (assuming groundwater is used for municipal or landscaping supplies); and cumulative on-site and off-site hydrology impacts.

The environmental setting will describe existing hydrology and drainage conditions of the project study area based on existing information. Site reconnaissance conducted during preparation of the 2020 ADEIR is considered sufficient to support ongoing analysis efforts and no further visits to the project site by Meridian staff are included in this scope of services. Applicable federal, state, and local regulations for stormwater drainage and grading and erosion control will be described, and where necessary, additional feasible mitigation measures will be identified if found to be necessary. Hydrologic impact analysis will be qualitative based on existing information; quantitative information and analyses will be provided where information is available. In addition, specific water resources issues that are anticipated to be of interest to responsible agencies and stakeholders will be addressed in the impact analysis and include, but are not limited to: consistency with County NPDES Stormwater Management Program for stormwater drainage; off-site water quality effects associated with construction and the effect of impervious services on groundwater recharge; Executive Order 11988 on floodplain management provides guidance for the protection of natural floodplain values and of life and property. To comply with the requirements of CEQA, the potential effects of the proposed project on flooding will be evaluated.

RBI will serve as the technical lead to prepare the surface water quality portion of the EIR. RBI will prepare a brief setting describing water quality conditions for the Santa Clara River and its tributaries based on available information. The focus of the setting will be on physical and chemical water quality parameters affected by the project's covered activities, and of primary importance to the beneficial uses of the river, including, but not limited to, temperature and turbidity/suspended solids. Site reconnaissance conducted during preparation of the 2020 ADEIR is considered sufficient to support ongoing analysis efforts and no further visits to the project site by RBI staff are included in this scope of services. However, if RBI staff attend any in-person project meetings, they may conduct supplemental site reconnaissance while in the project area. The impact assessment will be focused on temporary construction-related effects, effects of existing operations (e.g., periodic cleaning of the de-silting basin and its effect on turbidity), and long-term changes associated with changed facilities and operations under the MSHCP. For any impacts determined to be significant, such as temporary construction-related effects, appropriate mitigation measures will be identified. Also, if the proposed action or alternatives could result in changes in groundwater quality (e.g., due to reduced diversion and recharge), the water quality and other environmental effects will be evaluated. It is assumed that United will provide the technical evaluations of effects on groundwater quality of alternative diversion scenarios as necessary. As indicated previously regarding the overall approach to the EIR, a full analysis will be conducted of both the vertical slot and hardened ramp fish passage facility options.

Noise: As was done for the 2020 ADEIR, the EIR setting will include a brief presentation of fundamental noise principles and descriptors; identification of applicable federal, State, and local regulations; and a description of existing noise and conditions within the MSHCP area in which covered activities will occur, particularly at the Freeman Diversion. The noise setting will include identification of major noise sources in the area of activity (e.g., vehicle traffic, agricultural activities), ambient noise levels, and natural factors that relate to noise attenuation. Relevant noise data from local plans and plan EIRs will also be used to characterize the noise setting in the MSHCP area. Baseline noise readings in the project area used in the 2020 ADEIR were collected in 2016. This scope of work provides for Ascent staff travelling to the project site to collect updated noise baseline readings.

For project-generated construction- and operation-related noise, reference measurement data for both airborne noise and ground vibration coupled with prediction methods will be used to assess impacts at the nearest noise-sensitive receptors. An Ascent noise specialist will work with United to determine whether the noise standards used in the 2020 ADEIR remain suitable for use in this updated evaluation. Noise sources associated with construction of the fish passage structure at the Freeman Diversion would include heavy equipment (e.g., excavators, loaders, dozers), trucks, and potentially other mechanical equipment. Equipment noise will be analyzed using reference measurement data and standard attenuation rates to assess impacts at the nearest noise-sensitive receptors. It is unlikely that there will be any meaningful noise impact differences between the vertical slot and hardened ramp fish passage facility options; however, both options will be evaluated fully.

The significance of short-term noise impacts will be determined based on comparison to applicable regulations. It is anticipated that long-term impacts would be minor or nonexistent. Mitigation measures will be developed, as needed, that clearly identify timing, responsibility, and performance standards. This scope of work does not include the assessment of specific abatement measures (e.g., exact sound barrier location and heights), as the level of effort cannot be determined at this time.

Recreation: The MSHCP does not include or promote housing or similar development that would generate increased demand for recreational facilities. Development of habitat restoration sites could provide increased recreational opportunities (a beneficial effect) if public access is permitted, but could also temporarily limit recreation access while restoration activities are completed. In addition, if there are potential changes in water diversions resulting from, and in response to, the MSHCP, this could affect downstream flows in the Santa Clara River and estuary, which may indirectly affect recreational uses and facilities. These issue will be evaluated in the EIR, following the same general approach used in the 2020 ADEIR.

Transportation and Traffic: The following scope of services mirrors the approach used for the 2020 ADEIR. Information from the 2020 ADEIR will be used as much as possible; however, implementation of necessary updates is assumed. Because the operational impacts of the project on traffic and transportation are anticipated to be minor (i.e., construction of conservation measures, operations that approximate existing conditions), the impact analysis will focus on potential impacts of construction, including transportation of employees to and from construction sites and transport of construction vehicles and equipment. Employee and construction vehicle trip generation, trip distribution, and routing within the study areas will be collected. Project traffic is expected to utilize a system of both public and private roads. Primary access and travel routes will be identified and their existing conditions described, including any safety issues, such as limited lines-of-sight and challenging roadway geometries. Potential impacts will be identified and qualitatively assessed based on duration of construction, proximity to residential and other sensitive land uses, and identified potential hazards. Mitigation, likely in the form of construction traffic control measures, will be recommended as necessary. Traffic modeling, original traffic counts, and quantitative analysis are assumed not to be necessary. If the construction process differs sufficiently between the vertical slot and hardened ramp facilities to result in differing traffic impacts, these differences will be identified.

Utilities and Service Systems – Water Supply: The following scope of services mirrors the approach used for the 2020 ADEIR. Information from the 2020 ADEIR will be used as much as possible; however, implementation of necessary updates is assumed. MSHCP implementation is expected to have little to no effect on utilities and service systems related to wastewater treatment, stormwater drainage, and solid waste, and these issue areas would not be evaluated in detail in the EIR. However, another utility and service system category, water supply, could be affected by implementation of the MSHCP. Although United is not a utility, water supplied for municipal, agricultural, and other human uses will be considered a utility for purposes of the EIR. Implementation of the MSHCP may alter the timing and volume of diversions to United's spreading grounds and surface water delivery system, and therefore could affect the quantity and quality of available water supply for customers and groundwater users. The potential for the MSHCP and alternatives to affect the volume and quality of water delivered to United customers will be evaluated in this section of the EIR.

Wildfire: The EIR will include a section addressing wildfire risk using the same approach applied to the 2020 ADEIR. The potential both for the project to increase wildfire risk, and for the project to be adversely affected by wildfire will be considered. The analysis will consider drivers of wildfire risk, and how construction and operations and maintenance-related activities could add to such risks or expose people or structures to wildfire risk. This section will provide background and context on wildfire concepts, such as wildfire behavior and the wildfire environment for Ventura County. Information used in this section will be obtained from existing sources and documents such as the Ventura County General Plan, relevant fire and emergency-related plans, and relevant reports.

Cumulative Impacts: Ascent will evaluate the impacts of cumulative projects on all of the resource issues evaluated in the EIR. Ascent will work directly with United to determine reasonably foreseeable future projects to consider in the cumulative analysis. To the degree feasible, Ascent will incorporate analyses included in existing plans and environmental reports. Ascent will coordinate with local jurisdictions to establish the cumulative setting, which involves identification of a reasonably foreseeable related development based on existing land use plans and an accurate list of cumulative projects (proposed, approved, under construction).

Alternatives: As stated previously, the EIR will include analysis of the vertical slot and hardened ramp fish passage facility options at an equal level of detail. The evaluation of the No Action Alternative and the one

remaining alternative will be conducted at a lesser level of detail but sufficient to allow meaningful comparison of impacts, as described above. A total of four alternatives, including the proposed project and No Project alternative will be evaluated in the EIR. The third action alternative will be determined through consultation with United, direction from applicable court judgments, and, in accordance with CEQA and the State CEQA Guidelines, will also be selected based on the ability to reduce environmental impacts. The environmentally superior alternative will be identified, and/or environmental tradeoffs of alternatives identified and disclosed.

Other EIR Sections: The EIR will include CEQA-mandated and other sections as follows: Table of Contents, Acronyms and Abbreviations, Introduction, Executive Summary (provided at the Second Administrative Draft, as described below), Effects Found Not to be Significant, Growth-inducing Impacts, Irreversible Commitment of Resources, References, Individuals and Agencies Consulted, EIR Preparers, and Appendices.

Task 4 Public Draft EIR and Notice of Availability

Second Administrative Draft EIR

Following review of the updated Administrative Draft EIR, United will provide a unified set of written comments on the administrative draft to Ascent. Ascent will meet with United remotely (e.g., Teams, Zoom) to go over comments and discuss revisions. Following the meeting, Ascent will prepare a Second Administrative Draft EIR with revisions in track changes addressing District comments.

Consistent with State CEQA Guidelines Section 15123, an executive summary presenting the significance conclusions in clear and simple language that can be easily understood by the general public, will be provided in the Second Administrative Draft EIR. The executive summary will include a table identifying each impact presented in the analysis, the level of impact before mitigation, applicable mitigation measures, and the level of impact after mitigation.

Screencheck Draft EIR

To ensure that the Draft EIR that is circulated for public review meets the expectations of United and reflects its independent judgment, United will provide to Ascent a unified set of final comments on and suggested revisions to the Second Administrative Draft EIR. Ascent will prepare a Screencheck Draft EIR to demonstrate that all changes and corrections requested by United have been made and the Draft EIR is ready for public release.

Ascent will submit the Screencheck Draft EIR to United for final review and approval. It is assumed that comments on the Screencheck Draft EIR will be limited to minor editorial changes.

Public Draft EIR

United will provide to Ascent final edits to the Screencheck Draft EIR. Ascent will incorporate changes and produce a Public Draft EIR. Ascent will provide electronic copies of the Public Draft EIR to United for posting to the website, along with five (5) file copies. Additional printing of hard copies required by United and production of CDs can be provided at additional cost. (Additional Public Draft EIR printing and CD costs, if needed, can either be passed through to United at vendor cost without administrative charges or billed directly to United).

Notice of Availability

Ascent will prepare a Notice of Availability (NOA) for District approval. If desired, Ascent can submit the NOA to the State Clearinghouse on United's behalf using the electronic submittal system. Ascent will also prepare a legal advertisement for publication in local newspapers. Publication costs (which can be highly variable) are out of scope and will be passed through to United at cost. It is assumed that United will generate mailing lists for NOA distribution based on past MSHCP outreach efforts and other information sources.

Task 5 Administrative Final EIR, Final EIR, and MMRP

Efforts related to the Final EIR and MMRP will be addressed in a separate scope of work.

Task 6 Findings of Fact, Statement of Overriding Considerations, and Notice of Determination

Preparation of Findings of Fact, Statement of Overriding Considerations, and a Notice of Determination (NOD) will be addressed in a separate scope of work.

Task 7 Meetings, Hearings, Coordination, and Project Management

Public Hearings on Draft EIR

Ascent will attend two public hearings related to public review of the Draft EIR. It is assumed that two hearings will be held on the same day at the same location; one during normal business hours and one in the evening. Ascent will assist with preparation of information packets, staff reports, and PowerPoint presentations. Attendance by Ascent at a public hearing addressing Final EIR certification will be addressed in a separate scope of work.

Regular Meetings and Overall Coordination Approach

The MSHCP and the EIR are complex documents with numerous participants, many of whom will be working simultaneously on various aspects of plan development, review, and permitting. The efficient and successful execution of these efforts will depend on regular coordination and information exchanges between various individuals and groups. Ascent assumes that two meetings/conference calls per month. Up to 6 hours of total staff time is provided for each meeting to support attendance by multiple Ascent staff and meeting preparation time. Meetings are budgeted for a 12.5 month duration as an estimate of time needed to complete the Draft EIR. Meetings may be solely with United staff, but may include MSHCP technical consultants, Resource Agencies, interested agencies and stakeholders, or other parties, with United approval and involvement. It is assumed that most of these meetings will allow for remote attendance (e.g., Teams or Zoom); however, budget is provided for up to two in person meetings. Time is also provided for attendance of up to two (2) Ascent staff at up to three (5) agency Resource Agency focused meetings and up to two (2) meetings with the firm preparing the EIS. These are assumed to be remote meetings lasting up to 2 hours each.

Overall Work Program Schedule

The EIR schedule is ultimately directed by the Court; however, identification of interim schedule milestones will require close coordination with the MSHCP preparation team. The EIR schedule will comply with the requirements of the court; however, a detailed schedule is not provided here. A detailed EIR schedule will be prepared after initial meetings with the MSHCP team, with the kick-off meeting included in Task 1 being the first opportunity to address schedule coordination.

Hours, Rates, and Cost

Ascent has prepared the enclosed cost estimate based on our current understanding of the project. Ascent has prepared estimated costs with proposed staff, hours, and rates by task for purposes of determining total fees. The attached spreadsheet details our estimated cost per task.

With the objective of promoting clarity about the proposed price, the following assumptions explain the basis for the price and effort to implement the scope of work. Please note that the cost is estimated based on a good faith effort and current understanding of the project needs of United.

1. **Compliance with CEQA.** The price assumes that Draft EIR will be prepared in compliance with CEQA. Although the Draft EIR will need to be written “with the EIS in mind,” NEPA compliance is not included in the price. Information needed by agencies to support subsequent permits will be included in the Draft EIR to the degree specified in the scope of work and based on limited coordination, but completion of permit packages and extensive agency coordination and/or negotiation is not included.
2. **Schedule.** The price is based on an overall schedule consistent with the Court’s current requirements and assumptions identified in the scope work. Should significant delay occur (more than 120 days) for reasons beyond Ascent’s control, a budget amendment or additional charges may apply to the remaining work, based on labor rates in effect at that time.
3. **Document Reviewers and Review Cycles.** It is assumed that administrative draft deliverables will be reviewed only by United staff and contractors and will not be circulated to other agencies. Review cycles for preliminary versions of the environmental document are specified in the scope of work. Additional review cycles or additional versions of administrative or other drafts are assumed to not be needed, but can be added, if desired, with a budget amendment.

4. **Review of Existing Documentation.** A total of 60 hours is assumed for initial review of existing studies, reports, and documentation. These resources include but are not limited to recent or updated studies related to fish passage alternatives and design, studies pertaining to covered species affected by covered activities, and Resource Agency input. It is assumed that this level of effort is sufficient to review the relevant materials in the project library.
5. **Consolidated Comments.** The District will provide Ascent with one set of consolidated, non-conflicting comments on administrative draft deliverables that are submitted for review to facilitate the overall schedule. If conflicts arise between comments from individual reviewers, the District will reconcile the conflicts and advise Ascent about the appropriate direction.
6. **Coordination Meetings and Conference Calls; Public Meetings.** Ascent will track and report the use of coordination meetings, conference calls, and public meetings included in the scope of work. If the number of meetings or calls or the required level of effort exceed what is included in the contract price, additional meetings and calls can be added with an amendment of scope and budget.
7. **Cost Allocation to Tasks.** Costs for Ascent labor, subconsultants, and direct expenses have been allocated to tasks to determine the total budget. Ascent may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
8. **Litigation Support.** The proposed scope of work does not include labor, reproduction, or other costs after the filing of a lawsuit, if the environmental document is challenged. Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Assembly of an administrative record or project record (beyond the delivery of referenced documents and other materials used to support preparation of the EIR identified in Item 10. below), whether needed for litigation or other purposes, is not included in the budget, but can be added with a budget amendment.
9. **Approval of the Project Description.** It is assumed that the characteristics of the approved project description will be consistent with the scope of work. If the approved project description is substantially different than that assumed in the scope of work, Ascent will consult with the District about whether the scope and price of the environmental analysis needs to change. After the descriptions of the project and alternatives are approved by the District for use in the environmental document, it is assumed they will not change substantially during the course of environmental analysis and document preparation. If changes are necessary, amendment of the budget may be needed to the extent that already completed analysis and document preparation needs to be revised or redone.
10. **References Cited in the Environmental Document.** Ascent will maintain electronic copies of reference documents or portions of documents cited in the Draft EIR and will make the electronic files available during public review. Ascent will submit electronic copies of references to the District for project files upon completion of the environmental process.
11. **Scope of Analysis.** Budget and schedule assumes that no new substantive issues, alternatives, or topical areas of research or analysis will be identified through the scoping process or during the course of analysis.
12. **Existing Data and Level of Effort.** Existing studies, background materials, GIS data, and mapping are assumed to be complete, technically adequate, and sufficient for use in the EIR. The scope of work and level of effort included herein are assumed to be sufficient for EIR preparation. Additional research, studies, or field work would require an amendment of scope and budget.
13. **Reproduction Costs.** All deliverables are assumed to be submitted electronically except as specifically defined herein (file copies of the Draft EIR). Ascent can provide hard copies of documents, if desired, for additional cost. Reproduction of public versions of draft and final environmental documents will cost the same as charged by the print vendor (i.e., passed through at cost without markup or fee); however, because the number of copies, length, and extent of color graphics are not known, the costs will be additional to the current contract price. Ascent will advise United of the print vendor's cost estimate and receive the District's concurrence prior to giving authorization to the vendor to print.

COST ESTIMATE														
Proposal for United Water Conservation District MSHCP EIR Ascent Environmental, Inc. June 27, 2023														
LABOR COSTS		Principal	Project	Asst. PM	Senior	Wildlife	Botanist/	Senior	Air/GHG/Noise	Planner/	GIS/	Word	Total	Total
	Rate/Hour	Coatsworth	Bechta	Rasmussen	Natural Res. Specialist	Biologist	Ecologist	Air/ GHG/ Noise	Air/ GHG/ Noise	Cultural	Graphics	Processing/ Administrative		
Task 1: Project Initiation, Kick-Off Meeting, and Materials Review														
	Kick-off Meeting	10	10	10									30	\$ 8,250
	Review Supporting Documentation	6	24	12		6	6				6		60	\$ 13,860
	Subtotal, Task 1	16	34	22	0	6	6	0	0	0	6	0	90	\$ 22,110
Task 2: Notice of Preparation (NOP) and Scoping														
	Prepare NOP	2	8	16						6	6	2	40	\$ 8,130
	Scoping Meetings and Scoping Summary Report	8	16	16						6	6	4	56	\$ 12,760
	Subtotal, Task 2	10	24	32	0	0	0	0	0	12	12	6	96	\$ 20,890
Task 3: Administrative Draft EIR														
	Project Objectives/Purpose and Need	2	2	2									6	\$ 1,650
	Project Description and Alternatives Development	12	30	36		6	6				12	4	106	\$ 23,660
	Environmental Analysis												0	\$ -
	Aesthetics	2	4	4						10	6	3	29	\$ 5,610
	Agricultural Resources	2	4	8						10	6	3	33	\$ 6,370
	Air Quality and Greenhouse Gas Emissions	2	4	4				16	64			6	96	\$ 16,610
	Archaeological, Historical, and Tribal Cutlural Resources	4	4	4						44		6	62	\$ 11,840
	Biological Resources - Fisheries and Aquatic Resources	4	12	6	4	6					8	6	46	\$ 10,040
	Biological Resources - Terrestrial and Wetland Resources	2	12	6	20	80	40				8	4	172	\$ 33,130
	Energy	2	6	2				4	20			4	38	\$ 7,190
	Geology and Soils	2	6	12						24	6	4	54	\$ 10,260
	Hazards and Hazardous Materials	2	6	8						24		4	44	\$ 8,630
	Hydrology and Water Quality	4	16	12						12	6	6	56	\$ 11,870
	Noise	2	6	4				6	50		6	4	78	\$ 13,390
	Recreation	2	30	4							6	6	48	\$ 11,300
	Transportation and Traffic	2	6	8						36	6	4	62	\$ 11,600
	Utilities and Service Systems - Water Supply	4	16	36						8	4	4	72	\$ 15,160
	Wildfire	4	16	8						32	3	3	66	\$ 13,755
	Cumulative	6	24	24						12	8	6	80	\$ 17,330
	Alternatives	24	40	48						8	6	6	132	\$ 31,790
	Other EIR Sections	4	6	24						16		8	58	\$ 11,560
	Subtotal, Task 3	88	250	260	24	92	46	26	134	236	91	91	1338	\$ 272,745
Task 4: Public Draft EIR and Notice of Availability														
	Second Administrative Draft EIR	8	32	40	6	12	12	8	16	16	8	24	182	\$ 36,530
	Screencheck Draft EIR	2	18	18	2	4	4	2	4	8	4	16	82	\$ 16,230
	Public Draft EIR	2	16	16		2	2			2	2	16	58	\$ 11,650
	Notice of Availability	1	4	6								4	15	\$ 3,145
	Subtotal, Task 4	13	70	80	8	18	18	10	20	26	14	60	337	\$ 67,555
Task 5: Administrative Final EIR, Final EIR, and MMRP														
	Responses to Comments on the Public Draft EIR												0	\$ -
	Mitigation Monitoring and Reporting Program (MMRP)												0	\$ -
	Administrative Final EIR												0	\$ -
	Screencheck Final EIR												0	\$ -
	Public Final EIR												0	\$ -
	Subtotal, Task 5	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 6: Findings of Fact, Statement of Overriding Considerations, and NOD														
	CEQA Findings of Fact and Statements of Overriding Considerations												0	\$ -
	CEQA Notice of Determination												0	\$ -
	Subtotal, Task 6	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 7: Meetings, Hearings, Coordination, and Project Management														
	Public Hearings on Draft EIR (hearings on the Final EIR are not included)	12	12								8	2	34	\$ 9,060
	Regular Meetings and Overall Coordination Approach	34	54	16		10	10						124	\$ 33,430
	Subtotal, Task 7	46	66	16	0	10	10	0	0	0	8	2	158	\$ 42,490
Total Labor Hours		173	444	410	32	126	80	36	154	274	131	159	2019	
Total Labor Dollars		\$63,145	\$119,880	\$77,900	\$9,440	\$21,420	\$13,600	\$8,100	\$23,100	\$47,950	\$18,995	\$22,260		\$ 425,790
DIRECT COSTS														
1. Subconsultants (detailed cost estimates attached)														
	Meridian Consultants													\$ 39,260
	Robertson-Bryan, Inc.													\$ 66,852
	Administrative Fee 5%													\$ 5,306
	Subconsultants Subtotal													\$ 111,418
2. Printing														\$ 1,000
3. Other Reproduction														\$ 200
4. Mileage/Parking/Travel														\$ 4,655
5. Maps/Supplies/Photos														\$ 100
6. Postage/Delivery														\$ 200
7. Miscellaneous														\$ -
Total Direct Costs														\$ 117,573
TOTAL ESTIMATED FEE														
Remaining Budget from Original Contract and Amendment 1														
Total Budget Amendment (Amendment 2)														

UWCD general manager says scandal is root cause of drought

By Tiobe Barron Ojai Valley News contributor
Jul 3, 2023 Updated Jul 3, 2023

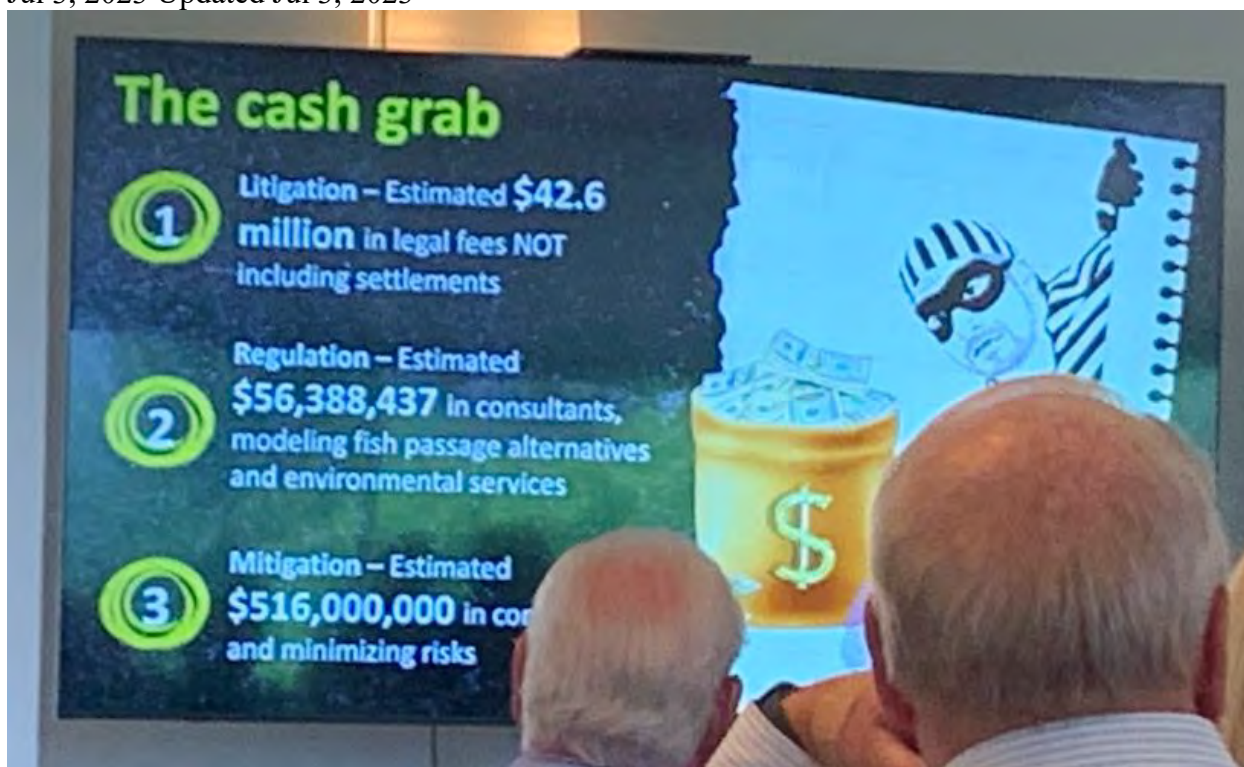


Photo by Tiobe Barron

A screen image shown by United Water Conservation District General Manager Mauricio Guardado at a June 29 presentation, titled, "The Great Water Heist," for a "Circle the Wagons" event, organized by the Ventura County Coalition of Labor, Agriculture and Business (VC CoLAB) in Camarillo.

In delivering his presentation, titled "The Great Water Heist," Mauricio Guardado, general manager of the United Water Conservation District, told the audience of mostly ranchers and business owners: "It's not really about drought, or climate change. If you follow the money ...

you'll see there's some scandal going on, have a better understanding of where the water is actually going."

Speaking June 29 at the "Circle the Wagons" event in Camarillo, hosted by the nonprofit Ventura County Coalition of Labor, Agriculture and Business (VC CoLAB), Guardado said activists and lawyers stymie development projects and target water purveyors as a means of generating income.

Speaking at the Las Posas Country Club, Guardado cited "litigation, regulations and mitigation requirements" as the primary roadblocks to replenishing the county's water supply.

"These attorneys and environmental activists are conspiring to create delays, so then you have to spend ungodly amounts of money," Guardado said. "So then they take that money, and find a new lawsuit."

Guardado said the Wishtoyo Foundation, a nonprofit organization, "generated \$12 million" frustrating development plans via litigation based on environmental concerns, with a focus on an Indigenous view.

United Water Conservation District is a water agency formed in 1950 that serves about 375 square miles in the Santa Clara River area. Its customers include other water agencies, municipalities, and various agricultural businesses. Guardado has served as general manager since 2015.

While many are breathing easier in California after storms helped alleviate a historic drought, Guardado said he saw a lost opportunity created by a lack of storage and diversion facilities, resulting in "48,000 acre-feet of water lost to storm runoff."

He continued: "There's enough water in California. We're just not able to get it. So much of the narrative is we don't have it because of the drought. We do have water in California, we just can't get it because projects are stalled, the regulatory circumstances ... prevent us from doing the right things."

During time allotted for questions, an audience member asked how many times Assemblymember Steve Bennett approached Guardado for input in crafting proposed bills.

"None," replied Guardado. "We've gone to them. There's something that makes sense: If you're going to make a water bill, maybe talk to water agencies." Bennett represents the Ojai Valley in the state Assembly.

According to its website, VC CoLAB was "established to procure funding to support VC CoLAB's educational efforts to advance the use of data and science in regulatory matters, combat threats to our local way of life, and reduce the burdens of government overreach on Ventura County residents."

NEWS**Roughly 89,000 in Oxnard and Camarillo areas get notices about water adjudication case****Cheri Carlson**

Ventura County Star

Published 7:00 a.m. PT July 3, 2023

Tens of thousands of Ventura County residents recently received notices about a lawsuit over groundwater rights in parts of Ventura County.

The roughly 89,000 legal documents were sent to property owners alerting them that a groundwater adjudication case is starting. Any of them wanting to participate must file a response by Aug. 30. If they don't, they may be unable to do so later and their rights to groundwater from the Oxnard and Pleasant Valley basins could be affected.

A group of agricultural property owners called the OPV Coalition filed the lawsuit in 2021. Pending in Santa Barbara County Superior Court, it seeks to determine groundwater rights in the two basins that include areas in Oxnard, Camarillo, Port Hueneme, Ventura and nearby unincorporated communities.

The goal is to resolve all competing demands for the area's groundwater, said Heather Welles, an attorney with O'Melveny & Myers in Los Angeles, the law firm representing the coalition.

If a property owner files what is called a form answer, then the owner will become a party to the case, she said. That allows the person to participate going forward.

All property owners to get notices

Some of those who received the notices have wells or the right to pump water. But many may not.

The law requires anyone with property overlying the two basins to receive notice and that includes those who get their water from a residential water service provider.

"Most people who are residential customers aren't pumping groundwater from their backyard," Welles said.

In most adjudications, the residential water providers are playing the more major role in the case related to that type of water use, she said.

Notices trigger calls

As notices went out, phones started ringing at cities and water agencies. Some have since included information on their websites or mentioned the notices at public meetings.

Oxnard City Attorney Stephen Fischer spoke about the notices at a recent council meeting saying the city had received a lot of calls.

Water providers may be participating in the lawsuit on behalf of those who do not independently pump water, he said. The city of Oxnard is participating in the lawsuit on behalf of its water utility and water users collectively, he said. But it cannot represent individuals or provide legal advice.

"It is not the city that is serving this and suing people about water rights," Fischer said. "But the city has intervened in the action to protect the water rights of the people of Oxnard."

How to get more information

The OPV Coalition has information and answers to frequently asked questions at opvcoalition.org. A copy of the notice and form answer also is available on the website at opvcoalition.org/documents/.

More information about the Oxnard and Pleasant Valley basins is available at [water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater Management /Adjudicated-Areas](http://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management/Adjudicated-Areas).

Cheri Carlson covers the environment and county government for the Ventura County Star. Reach her at cheri.carlson@vcstar.com or 805-437-0260.

OPINION *This piece expresses the views of its author(s), separate from those of this publication.*

California budget deal delivers major setback to Delta water tunnel project

Dan Walters CalMatters Commentary

Published 9:58 a.m. PT June 28, 2023

It's gone by several names: Peripheral Canal, Water Fix and Delta Conveyance.

Its design has changed several times, from a canal to twin tunnels and most recently a single tunnel.

However, its purpose has been unchanged for seven decades — bypassing the Sacramento-San Joaquin Delta as water is moved from Northern California to San Joaquin Valley farms and Southern California homes.

Likewise, the fierce disagreement over whether it would rescue the Delta from environmental deterioration, as its advocates contend, or degrade it even further, as opponents maintain, has also remained unchanged.

This week, a new chapter in the project's long and torturous history was written when legislators thwarted Gov. Gavin Newsom's effort to partially exempt it, along with other major public works projects, from the California Environmental Quality Act.

To complete a many faceted deal on the state budget, Newsom was compelled to remove the project, a single tunnel currently dubbed Delta Conveyance by the Department of Water Resources, from his list of projects to be given a fast track through CEQA's provisions.

It was a clear win for the tunnel's opponents. "However, this play by the governor makes it clear that he and DWR will seek to change any rules to move the Delta tunnel forward while excluding the people of the region," Barbara Barrigan-Parrilla, executive director of Restore the Delta, said in a statement. "It is time for him and DWR to drop the project, that nobody supports, and to get busy on meaningful reforms and projects to restore the Delta and secure California's water future."

It was an equally clear setback for the coalition of agricultural and municipal water agencies, including Southern California's Metropolitan Water District, that had long sought the Delta

bypass to make water deliveries from the north more reliable.

Over the decades of having water pumped out of the Delta and into federal and state canals for delivery southward, the West Coast's largest estuary has been degraded by reduced inflows of freshwater from upstream agricultural diversions and internal flow disturbances from export pumping.

It's widely accepted that salmon and other fish species have been diminished by changes in the Delta's natural plumbing. Project advocates say bypassing the Delta, along with reducing upstream diversions, would improve its health. But opponents say a bypass would mean even less water flowing through its channels and sloughs, thus damaging it even more.

The argument has proceeded along those lines for decades, sometimes in the Legislature, sometimes at the ballot, and often in regulatory bodies such as the Water Resources Control Board, which has for years been considering tighter Delta water quality standards.

California's only two-time governor, Jerry Brown, confronted the issue twice, once in the form of a Peripheral Canal during his first stint in the 1970s and 1980s, and later as twin tunnels after returning to the governorship in 2011. He tried — and failed — to gain approval both times, including losing a 1982 referendum after getting legislative authorization for the canal.

When Newsom succeeded Brown in 2019, he emulated King Solomon, cut the project in half to a single tunnel and restarted the complex process of gaining financial and environmental clearance. His effort to include it in the list of projects to receive streamlined CEQA treatment was an indirect admission that opponents could block it indefinitely otherwise.

This week's rejection leaves the tunnel in political, legal and bureaucratic limbo — neither dead nor alive — and will indirectly ramp up pressure from the project's opponents on the water board to proceed with tighter Delta water quality standards.

California's water wars are a political perpetual motion machine.

CalMatters is a public interest journalism venture committed to explaining how California's state Capitol works and why it matters.

NEWS

Ventura County Grand Jury calls for changes to prevent water shortages during wildfires

**Cheri Carlson**

Ventura County Star

Published 7:00 a.m. PT June 19, 2023

The Ventura County Grand Jury has called for local agencies to do more to prevent water shortages during wildfires – a list of recommendations that includes adding backup power for all critical equipment.

The citizen panel said it investigated policies at 15 public water providers in the county and found some lacking, according to the report released last week. During fires, "an adequate supply of water is essential," but backup power to keep equipment running is not always available, the report states.

The panel said only a third – or five of 15 – of the agencies interviewed had permanent backup power for all critical equipment. Only one of the 15 had written procedures for how to respond when the National Weather Service issues watches and warnings of critical fire weather.

Power outages are common in wildfires. In Ventura County, widespread outages were reported during the Thomas Fire in 2017 and Woolsey Fire in 2018. In some spots, backup generators failed and water stopped pumping.

"I think that any fast-moving wildfire is likely to pose issues for water distribution systems," said Patrick Maynard, director of the Ventura County Sheriff's Office of Emergency Services.

That may be the result of the power going out or damage to equipment, he said.

Maintaining the list may not be a problem. But a responsibility to contact the 160-plus water purveyors in the county about potentially hazardous weather conditions wouldn't be practical, Maynard said.

OES does host phone calls and briefs agencies ahead of incidents – briefings that typically include representatives from cities and an association that represents water agencies.

But each water agency also has a responsibility to provide safe and reliable service, Maynard said. That includes monitoring the weather and making sure systems function appropriately.

"Of course, we're there to assist if they ever have questions," he said. "They are welcome to participate on conference calls and join our email distribution list."

Some already do, he said. OES also maintains a database of critical infrastructure that includes water reservoirs, tanks, pump stations and other equipment. If a fire starts, the agency identifies what may be at risk and contacts companies, Maynard said.

The grand jury required responses from the sheriff's office, the county Board of Supervisors and a dozen cities and water agencies. Those are expected within the next few months.

More information is available at ventura.org/grand-jury/#.

Cheri Carlson covers the environment and county government for the Ventura County Star. Reach her at cheri.carlson@vcstar.com or 805-437-0260.

California's water supply is controlled by this covert room. Can it adjust to climate extremes?



BY ARI PLACHTA UPDATED JUNE 13, 2023 7:21 AM

A Department of Water Resources employee monitors reservoir operations at the State Water Project operations control center in Sacramento in 2006, the last time The Bee was allowed to photograph the room. The data displays on the wall map have been retired in favor of digital screens.

From an unmarked Sacramento office building next to a Costco, a handful of dispatchers in front of computer screens move enough water to quench the thirst of 27 million Californians without leaving their chairs. A few clicks open the gates for nearly two dozen dams and ship entire cities worth of water through 700 miles of canals. With a mark on a spreadsheet, they heave it up 1,926 feet and consume more energy than anything else in the state. Just months ago, three of the driest years on record sapped the world's largest water utility into a state of anemia. Now a historic snowpack is gushing off the Sierra and the Operations Control Center of the California State Water Project is moving a deluge. In fact, it's moving too much.

"This year there's more water than places we can put it in," said Behzad Soltanzadeh, division of operations manager for the project, who has suddenly found himself very busy. That's even after the Department of Water Resources gifted more supplies to larger agencies and diverted record-high flows on the Kern River to slow flooding in Tulare Lake, which resurfaced this spring after it was drained nearly a century ago for agriculture.

Amid all this excess, the promise of future drought has many in California thinking about how to capture it. But scientists and officials warn the state's aging water management system is ill prepared for the oscillating climate extremes we now come to expect.



A farming ranch is surrounded by floodwater in the old Tulare Lake Basin of Kings County south of Corcoran in March. CRAIG KOHLRUSS

IT'S GO TIME FOR WATER TRAFFIC CONTROL

The next time you're sitting in a restaurant in Los Angeles, consider the water in your glass.

It likely came from the granite peaks of the northern Sierra Nevada some 500 miles away before melting into the Feather River. The country's tallest dam held it in Lake Oroville for a while, then let it course through the Sacramento-San Joaquin Delta.

After giant pumps pushed it south, it traveled along the California Aqueduct, the world's largest man-made river. Finally, fourteen five-story high pumps with 80,000-horsepower gave it the 'Big Lift' up the Tehachapi mountains, the highest single water lift in the world, and into the San Fernando Valley. From snowmelt to tap, the dispatchers working 24/7 in the State Water Project's control room deliver it to you in about 9 days.

They put in 12-hour shifts behind locked doors, tucked inside a discreet joint federal and state facility with four layers of security. No photographs are allowed, and only a select few members of the public are granted entry with a chaperone.

One of those privileged visitors was Joan Didion, the celebrated California writer who, in her 1979 book *The White Album*, described the project as a "three-billion-dollar hydraulic toy" when observed from this room.

Back then, the control room buzzed with alarms and hummed with teletypes printing out reports on Delta salinity and tides. Today, the room is mostly silent, except for the soft clacking of keyboards and the muted sound of the Weather Channel.

The room's tightly regulated communication systems, which power the remote controls, have undergone several upgrades over the past 50 years. But apart from routine maintenance, very little has changed about the project's mechanics.

A massive map of the project, with lights that once flashed wherever water went, has been retired. In its place, a simple white line symbolizing the aqueduct cuts across two hulking black screens in each corner of the room.

Water data on the screens are measured either in acre-feet, the amount of water it takes to flood an acre of land one foot deep, or cubic feet per second, the time it takes to move a basketball full of water.

White squares mark 20 pumping stations and flickering data points measure isolated pools of water in the project's 21 reservoirs. Below, small red boxes show that a pump is operating and green means out of commission. interstate 5, California Aqueduct and Mendota Canal in Patterson, Calif. Andy Alfaro aalfaro@modbee.com

The room's silence is deceptive. Record rain this winter and a 300% above average snowpack led DWR to promise 100% of requested supplies to water districts and agencies around the state for the first time in 17 years.

Every day this season, dispatchers will orchestrate a statewide dance of supply and demand. The project's five field divisions send requests each morning for how much water is needed by contractors. A schedule is made, and the dam gates open accordingly.

Five hydroelectric power plants generate 6,500 GWh, so dispatchers are in constant communication with California's power grid operator as they manage daily flow. Whether the water is generating power or consuming it, levels can't be too low or too high.

Subsidence is a serious long term issue, as the ground literally sinks underneath its concrete from chronic agricultural groundwater overpumping. But right now, the major challenge is that there's simply more water coming off the mountains than places to put it. And with memories of punishing drought still fresh, water managers desperately want to hold onto the excess.

"I wish we had another reservoir," Soltanzadeh said, referring to the Sites Reservoir project that cleared a major water rights hurdle this week but faces vehement opposition from environmental advocates.

"We'd be able to store more water and be prepared for the next extreme drought event better than if we didn't have it."

A NEW KIND OF WATER INFRASTRUCTURE?

The State Water Project and its control room are often credited to California Gov. Pat Brown.

He said its purpose was to "correct an accident of people and geography" — to protect against floods in the north and bring it to the more populous and arid south. Even then, California climate extremes were the norm, but Brown probably didn't expect human-caused warming to exacerbate them.

Scientists have long anticipated faster swings between extreme wet and dry, not to mention higher likelihood of a devastating flood. Yet climate information and forecasting have only recently started to become part of water management in the state.

Just this year, reservoir managers began to consider weather forecasts in winter before releasing water from certain dams in hopes of storing more for dry months ahead. They historically released water to make room for potential storms using fixed seasonal rules.

Water managers were also over-relying on historical averages for key drought forecasts.

The Department of Water Resources drastically overestimated California's water supply during the 2021 drought, a state auditor's office report said last week. The department estimated runoff at more than twice the volume that actually flowed in most watersheds, the report said, recommending that climate modeling avoid relying on historical averages and factor in the consequences of climate change instead.

In response, DWR director Karla Nemeth said that year's drought conditions "were extreme and outside the bounds of historical experience," adding that department staff "immediately embraced" the error as an opportunity to "learn, adjust, and improve."

Beyond more accurate forecasts, scientists and managers are asking how California water infrastructure can become more nimble during wet years in anticipation of the dry, and vice versa.

Andrew Schwartz, the State Water Project's climate action advisor, said the department considers the long-debated Delta Conveyance Project as a way to increase flexibility. A recent executive order from Gov. Gavin Newsom could expedite it, to the outcry of environmental advocates.

Historically, water conveyance infrastructure devastated wildlife including fish native populations relied upon by indigenous Californians. For these and other reasons, UCLA climate scientist Daniel Swain said more concrete is not the answer.

Swain said we need a new paradigm where water is managed for dry and wet extremes at the same time. That could include bolstering existing dams and levees in some places for safety, or bulldozing them in others and re-building them further away to expand floodplains and help store water underground.

Instead of reacting to short-term emergencies such as in Tulare Lake, he added, officials should make long-term plans to enhance cooperation of state and federal water projects and take more proactive measures to restore depleted groundwater basins.

"This infrastructure should be different from what we're used to building. It's not new big dams, or higher levees. It's actually almost the opposite," Swain said. "It's building ways to move waters that can spread out in the right place at the right times."

Back inside the control room in the 1970s, Joan Didion kept thinking about the last line of a Karl Shapiro poem. Her "obsessive interest" in California water was not about politics, she said, but in the waterworks themselves.

The writer's impulse was to take the reins from the dispatchers and control the flow. Using the siphons and pumps, forebays and afterbays, weirs and drains, she could put water wherever she wanted — or felt that it needed to go.

“It is raining in California,” the poem went. Cleaning the heavy oranges on the bough, filling the gardens till the gardens flow. Shining the olives, tiling the gleaming tile, waxing the dark camellia leaves more green. Flooding the daylong valleys like the Nile.”