



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, September 13, 2022, 8:30 A.M.
UWCD's El Rio Facility
3561 N. Rose Avenue, Oxnard CA 93036

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 8:30 A.M.

President Dandy will call the meeting to order.

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 Pledge of Allegiance

1.3 Approval of Agenda

Motion

1.4 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.

1.5 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.

**1.6 ACWA Board Officers Election and Region 5 Member Agency Board
Chair, Vice Chair and Board Members for the 2024-2025 Term**

Motion

The Board will consider the candidates for **ACWA Board Officers' Election** for President and Vice President for the 2024-2025 Term. Additionally, the candidates for the 2024-2025 ACWA Region 5 Chair, Vice Chair and Board Members, who will represent and serve the members of Region 5 (The District is assigned to Region 5), are also being elected by electronic ballot due September 15, 2023.

2. **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 July 12, 2023 and Special Board Meeting of August 24, 2023.

B. Groundwater Basin Status Reports

Information Item

Receive and file Monthly Hydrologic Conditions Report for the District.

C. Monthly Investment Report (June 30, 2023)

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.

D. FY 2022-23 Third Quarter Financial Report (July 1, 2022 – March 31, 2023)

Motion

The Board will receive and review the FY 2022-23 Third Quarter Financial Report for the period of July 1, 2022 through March 31, 2023.

E. Request for Mid-Year Staffing Adjustment

Motion

The Board will consider the creation of three positions to provide support to the Water Resource and Operations and Maintenance Department. As the positions have been budgeted, there is no additional cost to the District if this staffing adjustment is approved.

F. Request to Modify Exempt Leave Provision

Motion

The Board will consider modifying the current annual leave policy to allow exempt employees to accrue up to 1,328 hours per calendar year.

G. Monthly Department Activities Reports

Information Item

The Board will receive and file the monthly departmental activities reports from:

- 1.) Administrative Services, including Finance, Human Resources, Safety and Risk Management and Technical Systems
- 2.) Engineering
- 3.) Environmental Services
- 4.) Operations and Maintenance
- 5.) Park and Recreation
- 6.) Water Resources

3. MOTION ITEMS

Administrative Services Department - Anthony Emmert

3.1 State Water Project Water Transfer from Palmdale Water District

Motion

The Board will consider approving an agreement between UWCD and Palmdale Water District for the transfer of 2,000 acre-feet of Table A State Water Project water from Palmdale to UWCD and authorizing the General Manager to execute the agreement and associated documents.

3.2 State Water Project Water Transfer from Santa Clarita Valley Water Agency

Motion

The Board will consider approving an agreement between UWCD and Santa Clarita Valley Water Agency (SCVWA) for the transfer of 2,000 acre-feet of Table A State Water Project water from SVCWA to UWCD and authorizing the General Manager to execute the agreement and associated documents.

Engineering Department – Dr. Maryam Bral

3.3 Contract for Hardened Ramp 60% Design Hydraulic Support for NHC in the Amount of \$343,490.

Motion

The Board will consider authorizing the General Manager to execute a professional consulting services agreement with Northwest Hydraulic Consultants, Inc. (NHC) to support the advancement of the Hardened Ramp Design to 60% and authorize the expenditure of an amount not to exceed \$343,490.

3.4 Contract for Hardened Ramp 60% Design for GEI in the Amount of \$1,752,670.

Motion

The Board will consider authorizing the General Manager to execute a professional services agreement with GEI Consultants, Inc. (GEI) to advance the Hardened Ramp Design to 60% and authorize the expenditure of an amount not to exceed \$1,752,670.

4. BOARD OF DIRECTORS READING FILE

5. FUTURE AGENDA ITEMS

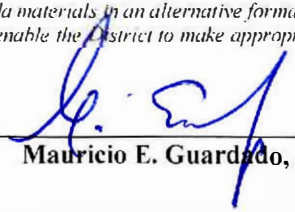
6. ADJOURNMENT

The Board will adjourn to the **Regular Board Meeting scheduled for Wednesday, October 11, 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) September 7, 2023

(time) 4:00p.m.

(attest) *Kris Sofley*

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

Posted: (date) September 7, 2023

(time) 4:15p.m.

(attest) *Kris Sofley*

At: www.unitedwater.org



Staff Report

To: UWCD Board of Directors

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

From: Clerk of the Board

Date: September 6, 2023 (September 13, 2023 Meeting)

Agenda Item: 1.4 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 July **Year** 2023

Due on last day of month

Director: Bruce Dandy

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			7/12	8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Finance	7/3	8
		Operations	7/6	8
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage
	GM	Board Prep	7/11	8
	GM			
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 Water Issues	7/18	8
		WVCBA Mixer	7/20	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
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 July 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	54	x \$0.655/mile	\$ 35.37
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,645.37

Director Signature Bruce Dandy Date: 8/19/23

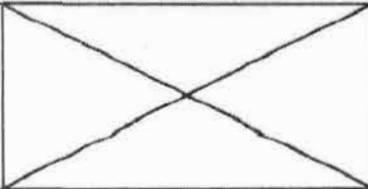
General Manager Signature [Signature] Date: 8/22/23

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

Board of Directors
Activities and Expenses for Month 7 **Year** 22

Due on last day of month

Director: Mohammed A. Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.		Date	Mileage	
		7-13	12	
		7-27	12	
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	Committee Name & Location	Date	Mileage	
	Rec	7-6	12	
	Ad hoc GMA	7-20	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	
	PV brackish water Desalter APWA	7-14	30	
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	Entity Name & Location	Date	Mileage	
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	Entity Name & Location	Date	Mileage	
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	Entity Name & Location	Date	Mileage	
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	Meeting Description & Location	Date	Mileage	

Board of Directors
Per Diem and Expenses for Month 7 Year 22

Due on last day of month

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

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

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance		\$50.00	✓
Total # of meetings**	5	x \$248./per month	\$ 1,240.00 ✓
**not to exceed 10 meetings and \$2,260. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	78	x \$0.625/mile	\$ 48.75 ✓
Total other expenses		\$	
TOTAL MILEAGE AND OTHER EXPENSES		\$	1,338.75 (initials)

Director Signature

Mohammed Hasan

Date: 7-30-22

General Manager Signature

[Signature]

8/2/22
Date:

Definitions

BoD: Board of Directors

BP: Board President

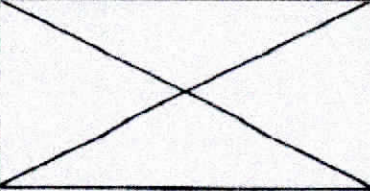
GM: General Manager

Effective May 11, 2022 - the new meeting reimbursement fee will be \$248 per day with a limit of 1 meeting per day and 10 reimbursable meetings per month

Board of Directors
Activities and Expenses for Month 8 **Year** 23

Due on last day of month

Director: Mohammed Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage	
			8-24	12	✓
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage	
3. Meeting with GM or District Legal Counsel (LC)	W/ GM or LC	Meeting Description & Location	Date	Mileage	
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		Event Name & Location	Date	Mileage	
		ACWA Leader to Leader	8-9	-	✓
				-	
				-	
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.	8-1	27	✓
		WVCBA Oxnard meeting	8-17	11	✓
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	
		4m AF diverted	8-3	18	✓

Board of Directors
Per Diem and Expenses for Month 8 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**	5	x \$260 per day	\$ 1,300.00
**not to exceed 10 meetings per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	68	x \$0.655/mile	\$ 44.54
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,394.54

Director Signature

Mohammed Hasan Date: 8/31/23

General Manager Signature

Li-ef Date: 9/7/23

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

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

Due on last day of month

Director: Daniel C. Naumann

1. UWCD Board Meetings Regular, special or emergency meetings.			Date	Mileage
			July 12	12
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		Committee Name & Location	Date	Mileage
		Water Resources	July 5	12
		Engineering & Operations	July 6	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 Breakfast	July 20	12
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
		meeting with PVCWD re OPV	July 11	12
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 July **Year** 2023

Due on last day of month

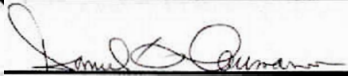
9. Meetings with state or federal legislators or officials or representatives from other entities. At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

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**	5	x \$260	\$ 1,300.00
**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	60	x \$0.655/mile	\$ 39.30
Total other expenses			\$
TOTAL MILEAGE AND OTHER EXPENSES			\$ 1,389.30

Director Signature

 Date: _____

General Manager Signature

 Date: 8/17/23

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 (canceled)

21- Mound Basin GSA (10am)

CoLAB VC WHEEL (1pm)

22- Fox Canyon GMA (1:30pm)

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)

17- Board Meeting (12noon – 2:42pm)

19- CoLAB VC WHEEL (1pm)

20-Fillmore and Piru Basin GSA (5pm)

24- 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 (8:30am-9:30am)

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

17- Board Meeting (12noon-2:35pm)

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-10:25am)

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

06– Water Resources (canceled)

06 – Executive (8am-9:20am)

07- Recreation (9am -10:33am)

14- Board (12pm-3:34pm)

15-Fillmore and Piru Basin GSA (5pm)

21- CoLAB VC WHEEL (1pm)

26- Mound Basin GSA (1pm-1:42pm)

29- Fox Canyon GMA (1:30pm)

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

05- Water Resources (9:00am-10:29am)

05- Recreation (canceled)

06 - Engineering and Operations (9am-10:36am)

12- Board Meeting (12noon-3:22pm)

19- CoLAB VC WHEEL (1pm)

20-Fillmore and Piru Basin GSA (5pm)

26- Mound Basin GSA (1pm)

26- Fox Canyon GMA (1:30pm)

AUGUST – UWCD DARK

16- CoLAB VC WHEEL (1pm)

17-Fillmore and Piru Basin GSA (5pm)

23- Fox Canyon GMA (1:30pm)

28- Mound Basin GSA (Canceled)

SEPTEMBER: 05- Water Resources (canceled)

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

06- Recreation (canceled)

07- Engineering and Operations (canceled)

13- Board Meeting (8:30am-)

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- Mound Basin GSA (3pm)

DECEMBER: 04- Finance and Audit ()

05 – Water Resources ()

06- Recreation ()

07- Engineering and Operations ()

08- 08- Fox Canyon GMA (1:30pm)

13- Board Meeting ()

20- CoLAB VC WHEEL (1pm)

21-Fillmore and Piru Basin GSA (5pm)

?? -Mound Basin GSA (3pm)



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: September 6, 2023 (September 13, 2023 meeting)

Agenda Item: 1.5 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, clerk of the Board

Date: August 21, 2023 (September 13, 2023)

Agenda Item: 1.6 ACWA Board Officers Election and Region 5 Member Agency Board Chair, Vice Chair and Board Members for the 2024-2025 Term
Motion

Staff Recommendation:

The Board will consider the candidates for **ACWA Board Officers' Election** for President and Vice President for the 2024-2025 Term. At present, Cathy Green, currently Vice President of the ACWA Board Officers and president of Orange County Water District, is running unopposed for the Presidency. The candidates for ACWA Board Officer Vice President are Ernesto "Ernie" Avila, currently Board President for Contra Costa Water District and ACWA Region 5 Board of Directors; and Michael Saunders, MD, Director at Georgetown Divide Utility District. Resumes and statements from the candidates are attached. The electronic ballot for these two positions must be submitted by Mauricio Guardado, the designated representative for the UWCD Board, by September 15, 2023.

Additionally, the candidates for the 2024-2025 ACWA Region 5 Chair, Vice Chair and Board Members, who will represent and serve the members of Region 5 (The District is assigned to Region 5), are also being elected by electronic ballot due September 15, 2023. The Board will have the choice of voting for the Region 5 Nominating Committee's recommended slate or, it may vote for individual candidates running for the Region 5 Board. Again, the District's vote will be submitted by Mauricio Guardado, the designated representative for the UWCD Board, by September 15, 2023.

Region 5 Board members are elected to represent the issues, concerns and needs of our region. The Region 5 chair and vice chair will serve on ACWA's Board of Directors for the next two-year term beginning January 1, 2024. Additionally, the newly elected chair and vice chair will make the Region 5 committee appointment recommendations to the ACWA president for the 2024-2025 term. Also, either the chair or vice chair will hold a seat on the ACWA Finance Committee.

Attachments: A: Candidate Statements

B: Region 5 Ballot (Recommended Slate and individual candidates)



COMMITMENT · EXPERIENCE · LEADERSHIP

ACWA BOARD MEMBER

- ACWA Vice President (2022-current)
- Executive Committee (2020-current)
- Region 10 Chair (2018-2019)
- Region 10 Vice Chair (2016-2017, 2020-2021)
- Region 10 Board Member (2012-2021)

ACWA COMMITTEES

- Water Quality Committee (2012-current)
- Energy Committee (2019-current)
- State Legislative Committee (2012-2015)

ORANGE COUNTY WATER DISTRICT

- President (2015-2016, 2022-current)
- 1st Vice President (2013, 2014, 2019-2022)
- Director (2010-current)
- Joint Planning Committee: Chair
- Labor Ad Hoc Committee: Chair
- Communications/Legislative Liaison Committee: Vice Chair

CIVIC AND PROFESSIONAL EXPERIENCE

- Santa Ana River Flood Protection Agency: Chair
- CalDesal: Director
- City of Huntington Beach Mayor (2003, 2009)
- Councilwoman (2002-2010)
- Registered Nurse
- Law degree

My vision for ACWA is to embrace its motto -- Bringing Water Together -- which, for me, is about unifying ACWA members and working collaboratively with diverse stakeholders to find smart solutions to the challenges we are now facing.



CATHY GREEN BIOGRAPHY

In December of 2021, Cathy Green was elected vice president of the Association of California Water Agencies (ACWA) for a two-year term. She has served as an active member of ACWA since 2012, including serving on ACWA's executive committee since 2020, the ACWA Board since 2016, and the Region 10 Board from 2012-2021. She held the position of ACWA Region 10 chair from 2018-2019 and served as vice chair from 2016-2017 and 2020-2021. Cathy Green has also served on several ACWA committees including the water quality committee since 2012, the energy committee since 2019, and the state legislative committee from 2012-2015.

Cathy Green was elected to the Orange County Water District (OCWD) Board of Directors in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the Board to serve as its 2015, 2016 and 2023 president. She served as 1st vice president in 2013, 2014 and from 2020 to 2022.

Cathy Green currently serves as vice chair of National Water Research Institute, a 501c3 nonprofit that collaborates with water utilities, regulators, and researchers in innovative ways to help develop new, healthy, and sustainable sources of drinking water.

Prior to Cathy Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as mayor. Cathy Green has been involved as a council liaison and committee member on many city boards, commissions and committees. She served on the Orange County Transportation Authority Board and was a director of OC Clean Tech.

Cathy Green serves on the boards of the Huntington Valley Boys and Girls Club and the Orange County Explorer Program; serves on the Huntington Beach City School District Medi-Cal Collaborative; is a director of the Prime Health Foundation and the Huntington Beach Hospital; is a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT) and the Elks Lodge 1959; and is on the advisory board of the Bolsa Chica Conservancy. She is a founding member of Amigos de Bolsa Chica.

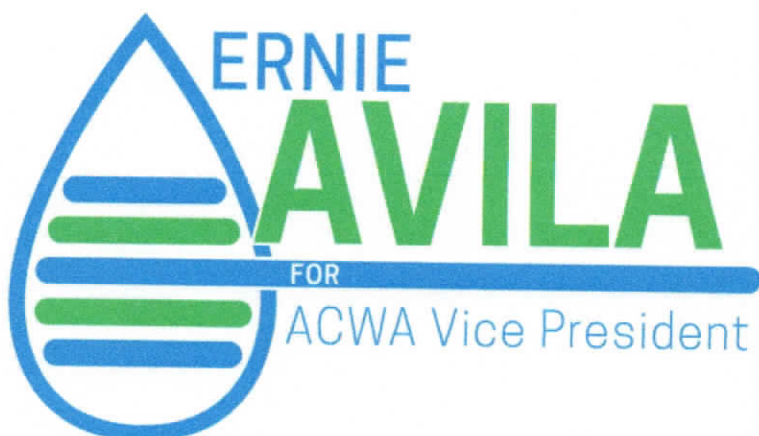
In addition, her community involvement has included serving as president of the Therapeutic Riding Center and the Huntington Beach Community Clinic, chair of the Orange County Emergency Medical Care Committee and of Explorer's/Learning for Life, first aid chair of Huntington Beach CERT, and board member of the OC Boy Scouts of America Council and American Family Housing.



Cathy Green is the recipient of many awards. Her most recent is a 2020 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2006 United Way Excellence in Child Care Planning, the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction and a Bolsa Chica Conservancy Conservator of the Year.

Cathy Green is a registered nurse and holds a degree in law. As a nurse, she worked in the health care areas of intensive care, student health, community health, and patient advocacy. In addition to nursing, she gained experience with a variety of environmental projects while associated with Lockhart and Associates.

Cathy Green has been a resident of Huntington Beach since 1970 where she raised her two children, Teresa and Tom, with her late husband Peter.



"The Association of California Water Agencies (ACWA) truly represents the nexus of knowledge and leadership in water for California. We are emerging from difficult times on many fronts, notably a multi-year drought and we need to lock into strategies to keep water in the public eye with ACWA and member agencies as the trusted sources of information. With over 40 years of experience in the water world, I am dedicated to continuing ACWA's leading role on state-wide water issues, including the protection of water rights. United between all water users, we can inform the needed investments state-wide in storage, groundwater recharge, conveyance, desalination, recycling, reuse and conservation to strengthen our water systems for future generations." – Ernesto (Ernie) Avila, P.E.

ACWA BOARD MEMBER

- Executive Committee of the ACWA Board of Directors
- ACWA Board of Directors
- ACWA Region 5 Board of Directors
- ACWA Foundation Steering Committee

ACWA COMMITTEES

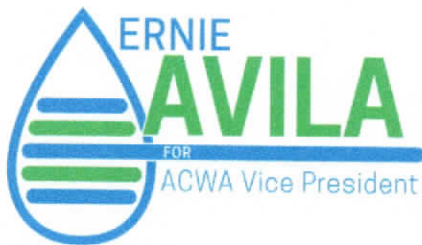
- Local Government Committee, Chair
 - Property Tax Working Group
 - Housing Densification Working Group
 - Paving Standards Working Group
- Federal Affairs Committee
- Foundation Fundraising Working Group

CONTRA COSTA WATER DISTRICT

- Contra Costa Water District, Board President
- Operations & Engineering, Committee Chair
- East Bay Leadership Council, Director
- Los Vaqueros Reservoir Joint Powers Authority, Director

PROFESSIONAL EXPERIENCE

- Vice-President, Avila and Associates Consulting Engineers, Inc.
- Monterey Peninsula Water Management District, General Manager
- Director of Engineering, Contra Costa Water District
- Northern California Salinity Coalition, Executive Director
- California Urban Water Agencies, Executive Director



Ernesto (Ernie) Avila, PE
Board President
Contra Costa Water District

Recent ACWA and Regional Water Coalition Experience

Association of CA Water Agencies (ACWA). I have had the pleasure of supporting ACWA over twenty years at the regional and state level. My recent ACWA experience has included serving on ACWA's:

- Executive Committee of the ACWA Board of Directors
- Board of Directors
- Region 5 Board
- Local Government Committee (Chair)
 - Property Tax Working Group
 - Housing Densification Working Group
 - Paving Standards Working Group
- Federal Affairs Committee
- Foundation Steering Committee
 - Foundation Fundraising Working Group



As part of these efforts, I led ACWA's assessment of potential water industry impacts associated with Sacramento-based housing initiatives including Auxiliary Dwelling Units, Commercial Properties and Transit Center Hubs and led a workshop to consider potential ACWA next steps associated with these new initiatives and their related changes to water agency fees and charges. I led the ACWA Region 5 session on *Safe Drinking Water Issues Affecting Disadvantaged Communities*, and helped with the development of the *ACWA New Water System Approval Fact Sheet*. I also participated in the ACWA Foundation Steering Committee including several related Ad Hoc committees and contributed to Federal Affairs Committee work groups associated with the Water Infrastructure Finance and Innovation Act (WIFIA).

Multi-State Salinity Coalition (MSSC). For over 20 years, I have served as Program Director and Board member of MSSC which consists over 30+ water agencies from New Mexico, northern and southern California, Nevada, Colorado, Arizona and Texas. The MSSC mission is to promote advancements in technologies for desalination, reuse, salinity control strategies (watersheds and agriculture), water/energy efficiencies and related policies that will assist communities in meeting their water needs. I also helped to establish relationships regarding salinity management and desalination with water agencies in Australia, Mexico and Israel. In February 2023, the MSSC awarded me with the **MSSC "Salt of the Earth" National Award** for outstanding commitment, leadership, vision and dedication to our water industry.



Contra Costa Water District (CCWD). As President of CCWD, I helped to form the coalition of eight northern California water agencies that make up the Los Vaqueros Reservoir Joint Powers Authority (LVJPA). Once completed, the expanded reservoir will improve the Bay Area's regional water supply reliability and water quality while protecting Delta fisheries and providing additional Delta ecosystem benefits. I currently serve as the CCWD Director to the LVJPA.

California Urban Water Agencies (CUWA). As Executive Director, I led CUWA's effort in the development of Department of Water Resources (DWR) Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use as part of the Water Conservation Act of 2009 (Senate Bill X7-7) with our southern and northern California water agency members. I also made certain that CUWA's finances and practices were sound and transparent.

Northern California Salinity Coalition. As Executive Director, I led a coalition of ten San Francisco Bay Area water agencies in crafting grant application strategies and DWR outreach that would demonstrate the value of supporting watershed management, brackish desalination and groundwater project associated with salinity management. Working with the Coalition agencies, we secured the largest Proposition 50 grant funding for our region.

Professional Work Experience (40 years)

- Vice-President, Avila and Associates Consulting Engineers, Inc.
- General Manager, Monterey Peninsula Water Management District
- Director of Engineering, Contra Costa Water District
- Associate Engineer, East Bay Municipal Water District
- Construction Manager, CH2M Hill
- Professional Civil Engineer (California – C41727)

Community Service Experience

- Contra Costa Water District, President of the Board
- John Muir Community Health Fund Board of Directors (Treasurer)
- Association of California Engineering Companies – Chair of the Healthcare Trust (non-profit)
- Knights of Columbus, Scholarship Chair
- St. Francis of Assisi School Board, President
- City of Concord, CA – Planning Commission, Chair
- City of Concord, CA – Design Review Board
- City of Walnut Creek, CA – Transportation Commission, Vice-Chair

Education and Related Credentials

- B.S. – Civil Engineering, Santa Clara University
- M.B.A. – St. Mary's College of California
- Professional Civil Engineer (California – C41727)
- California Farm Bureau Member



Michael Saunders, MD
Georgetown Divide Utility District, Director
Candidate ACWA Vice-President
Outline and Statement of Qualifications

Appointed Offices:

Georgetown Divide Public Utility District - Finance Committee (2018)

Elected Offices:

Georgetown Divide Public Utility District - 5 years (2018-2022), (2022-2026)

Served as Treasurer, Vice-President, President

Currently Legislative Liaison

El Dorado County LAFCO - Alternate Special District Commissioner (2019 to present)

Budget Workgroup, Small to Medium Water District MSR workgroup, Recruitment Committee, Grand Jury committee

Regional Offices

Mountain Counties Water Resources Association - WUE workgroup

Regional Water Authority (RWA) - Board Member, Executive Board Member

Regional Activities:

Consumnes, American, Bear, Yuba (CABY) Integrated Regional Water Management Group

Participated in helping to define the vulnerability, economic, and support levels for the communities within El Dorado County.

State Level Workgroups

Department of Water Resources

DWR Workgroup Member for Water Use Efficiency Workgroups

- Water Loss Workgroup
- Annual Water Supply and Demand Assessment Workgroup

DWR Stakeholder participant

- County Drought Advisory Group
- Water Use Studies (LAM, Variances; Indoor, Outdoor, CII budgets)

Association of California Water Agencies (ACWA)

Workgroups:

- Diversity, Equity, and Inclusion Workgroup
- Headwaters Workgroup
- Water Use Efficiency Workgroup
- State Infrastructure Workgroup

Committees:

- Membership Committee

ACWA Region 3

- ACWA Region 3 Board Member (2022 - present)
- ACWA Region 3 Regional Issue Forum Planning workgroup
 - *"Protecting Communities in the New Era of Wildfire: The Important Role of Water Purveyors"*

My background includes a Bachelor of Science (BS) in Nutritional Biochemistry from Cornell University and a Doctor of Medicine (MD) from Howard University. My journey in water issues began with an empty horse water trough one hot summer day when there was no water. I began as a community volunteer on the Finance Committee where I began to learn about the finances of my water District. I was elected to the Georgetown Divide Public Utility District (GDPUD) Board in 2018. I am now in my 5th year as a Board member in my second term of office. I have served as the Treasurer, Vice-President, and President of the Board. I currently serve as the Board's Legislative Liaison.

I learned about water systems, delivery, infrastructure and our issues starting at the local level as a Board member, becoming more expansive through working with our Urban Water Management Plan and managing the District's water supply through drought mandates, water contingency plans, and wildfires. My understanding of the County water issues began as I actively participated in the Consumes, American, Bear, Yuba (CABY) Integrated Regional Water Management Group including helping to define all of the vulnerability, economic, and support levels for the communities within El Dorado County. At the County level, I am the Alternate Special District Commissioner for LAFCO. I was part of the LAFCO workgroup for Small to Medium Water Districts Municipal Service Reviews and I have reviewed all the MSRs for the County learning of all of our County water districts infrastructures, finances, and challenges. As an Executive board member of the Regional Water Authority, I have had the opportunity to learn more on groundwater basins, and working on trying to get a Federally recognized water bank and working on conjunctive use efforts between surface water storage and groundwater storage.

At the State Level, I have worked on the Water Use Efficiency and County Drought Advisory Groups with the Department of Water Resources (DWR) beginning in 2019. This experience allowed me to understand about the challenges and issues throughout the State. This also gave me the opportunity to provide recommendations and solutions specific to rural, mountain counties that were not being addressed and began my active role in advocating for rural, mountain water agencies.

I have been an active participant with ACWA, attending conferences, workgroups, webinars, regional tours, board meetings, symposiums. I have been an advocate for issues attending State and Federal symposiums and legislative days, working and advocating through County, Regional, State and National committees, workgroups, task forces, legislative meetings, testimonies, letters, coalition letters, and hearings. The work with the DEI workgroup helped form ACWA's new foundation.

The ACWA Regional Board has allowed me to play a leadership role in our Region. Working closely with our regional board members and member agencies, we gathered information on issues in which we were able to work with ACWA staff to facilitate a meeting with State Water Resource Control Board members. I continue to outreach and work with our members and agencies to highlight the issues and challenges that our region faces and bring them to the various committees and workgroups.

OFFICIAL REGION 5 Board Ballot

2024-2025 TERM



**Please return completed ballot
by Sept. 15, 2023**

E-mail: regionelections@acwa.com

Mail: ACWA
980 9th Street, Suite 1000
Sacramento, CA 95814

General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 5 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.
- 2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Submitted board candidate bios and headshots are available on www.acwa.com/elections/2023-region-elections/.

CLEAR FORM

1 Nominating Committee's Recommended Slate

- ☐ I concur with the Region 5 Nominating Committee's recommended slate below.

CHAIR:

- **John L. Varela**, Director/2023 Board Chair, Valley Water

VICE CHAIR:

- **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency

BOARD MEMBERS:

- **Ernesto A. Avila**, Board President, Contra Costa Water District
- **Mary Bannister**, Director, Pajaro Valley Water Management Agency
- **John Muller**, President, Board of Directors, Coasts County Water District
- **John H. Weed**, Board Member, Alameda County Water District
- **Floyd Wicks**, Director, Montecito Water District

OR

Individual Board Candidate Nominations

- ☐ I do not concur with the Region 5 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- ☐ **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- ☐ **John L. Varela**, Director/2023 Board Chair, Valley Water
- ☐ **John H. Weed**, Board Member, Alameda County Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- ☐ **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- ☐ **John H. Weed**, Board Member, Alameda County Water District

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- ☐ **Ernesto A. Avila**, Board President, Contra Costa Water District
- ☐ **Mary Bannister**, Director, Pajaro Valley Water Management Agency
- ☐ **John Muller**, President, Board of Directors, Coasts County Water District
- ☐ **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- ☐ **John H. Weed**, Board Member, Alameda County Water District
- ☐ **Floyd Wicks**, Director, Montecito Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE



Ernesto (Ernie) A. Avila

I have 40 years of experience with California water as a Civil Engineer, General Manager, Executive Director of three water coalitions involving over 50 water agencies, and I currently serve as CCWD Board President. I have led or supported over \$5 Billion in California water infrastructure serving over 5 million citizens and many industries today. I have supported ACWA for 20 years including serving on the Board of Directors, the Executive Committee, the Region 5 Board, the Federal Affairs Committee, the ACWA Foundation Steering Committee and Chair of the Local Government Committee. This year, we have gone from extreme drought conditions to concerns about flooding in months. ACWA has been

leading the discussions for water supply reliability, investments in infrastructure, including above- and below-ground storage, and it is now crucial to progress beyond conversations to action. I want to work with all ACWA members to find strategies to advance projects and I will work with ACWA members to keep our seat at the table to affirm the state's commitment to help fund and facilitate these critical investments.



Mary Bannister

Pajaro Valley Water Management Agency (PV Water)
Candidate for ACWA Region 5 Board

Mary Bannister is a California licensed Professional Geologist (PG4915) and Certified Engineering Geologist (CEG 1565) with over 30 year's experience in engineering geology, hydrology and groundwater management. She began working at the Pajaro Valley Water Management Agency in 1999 and served as General Manager from 2008 through 2016. Ms. Bannister was responsible for all aspects of management of ground water

resources in the coastal Pajaro Valley on Monterey Bay. PV Water is a State Special District charged with balancing the severely overdrafted ground water basin and providing supplemental agricultural irrigation supplies. Duties have included oversight of all aspects of design permitting and construction of 20 miles of distribution system and a 4,000 acre foot/year recycled water facility. Prior to her time at PV Water she worked in private industry, including 10 years in Alaska working on pipeline and coastal engineering projects. Two years after retiring from the position as General Manager at PV Water she was elected to the Board as a director representing Division A. She has served as director for ACWA Region 5 since 2019.

June 8, 2023

John H. Muller

P.O. Box 218, Half Moon Bay, CA 94019 · (650) 464-8226 · FarmerJohnMuller@gmail.com

I have served CCWD and ACWA over several decades; CCWD 2002-2005 and 2020-Present. For CCWD I worked on getting a pipeline improvement in a contentious battle with no-growth advocates; it was a safety issue not growth. I have served on ACWA 2003-Present as a Member, and 2003-2005 and 2022 onward as Board Member, working on various issues within the state. For the Regional Water Quality Control Board 2001-2016 - 12 years as Chair San Francisco Bay Region there were so many issues facing our area, ie cleaning the bay, helping with removal of the moth ball fleet out of the bay which was leaking Mercury, converting 5000 acres of salt flats in to wetlands, and more.

I have been involved in water issues from the time I was 9 and the creek went dry providing no water for our herd of Guernsey dairy cows! My dad and I were digging for water by hand when my father had a heart attack. Water issues are VERY important to me,,,

Please see attached sheet. Thank you for this opportunity to continue to serve.

John H. Muller

P.O. Box 218, Half Moon Bay, CA 94019 · (650) 464-8226 · FarmerJohnMuller@gmail.com

Occupation: Small Urban Family Farmer

Owner of Daylight Farms and The Heirloom Seed Store

Military Service: United States Navy

1963-1966 Vietnam Veteran

Community Emergency Response Team C E R T CPR and AED Training

April 2017 Training Completion
February 2023 Certificate

Organizational and Service Experience:

Regional Water Quality Control Board

San Francisco Bay Region

2001-2012

Chair

1999-2001 Vice Chair

1995-2016 Member

2003-Present Member

2003-2005 Board Member

2022-Present Board Member

2003-2008 **Member Many Water Issues**

Association of California Water Agencies (ACWA), Region 5

Local Government Agency Committee (LGAC)--

US EPA Advisory Committee

Monterey Bay Sanctuary Sustainability Award

Coastside County Water District (CCWD)

2007

Recipient

2002-2004 President

2002-2005 Director

2020-Present Director

2021-2022 Vice Chair

2022-Present Chair

2005-2016 City Council Member

2009 & 2014 Mayor

2008 & 2013 Vice Mayor

2008 Recipient

2008 Recipient

2007

2007-Present Board Member 2021-

US EPA Presidential Volunteerism Award

US EPA External Award for Stewardship

FBI San Francisco Citizens Academy Participant

FBI San Francisco Citizens Academy Alumni Assn.

USDA Agricultural Technical Advisory Com (ATAC)

USDA Farm Service Agency

1990-1999 Member

1975-1985 **Chair three terms**

1989-1995 County Committee

1985 **Extra Mile Award**

1989-1998 Director

Profiles in Leadership Award

1979-Present Member/**1986-88 President**

California Agricultural Leadership Alumni (ALA)

California Agricultural Leadership Fellowship

1977-1979 Class VIII Fellow

USDA National Promo-Flor Council

1995-1997 Director

Secretary of Agriculture Special Committee

to Streamline Management of the USDA

Society of American Florists (SAF)

1985 Member

Governmental Affairs Committee

California Farm Bureau Federation

1980-2022 Member

1986-1998 Member/**1988-1992 Chair**

San Mateo County Farm Bureau

1966-Present Various Committees

1966-Present Past President

1987 Farmer of the Year

1983-1984 Advisory Committee

1972-Present Member

1995 Citizenship Award

2002 Farmer of the Year Award

San Francisco Southeast Community Facility

Coastside Chamber of Commerce

**Sarah Palmer**

Sarah Palmer has been on the Board of Directors of Zone 7 Water Agency since 2006, serving 4 terms as President. She has served on the Zone 7 Administrative, Finance, Tri-Valley Liaison, and Water Resources Committees. Sarah is Vice Chair of the ACWA Region 5 Board and is active in the Association of California Water Agencies (ACWA) Water Quality, Agriculture, Finance, Outreach, and Local Government Committees. With ACWA, Sarah is an active participant on the PFAS/PFOA workgroup, the Microplastics workgroup, the Cr VI workgroup as well as working on issues involving Disadvantaged Communities. She served as the Chair of the Delta Conveyance Authority's (DCA) Delta Conveyance Stakeholder Engagement Committee,

and is now President of the DCA Board of Directors.

John's Bio

John Varela was appointed to the Santa Clara Valley Water District Board of Directors in December 2015. He was elected by the voters in November 2016; re-elected in 2018, and again re-elected 2022, current term Expires December 2026

John serves on numerous Valley Water committees, which include the Board Ethics and Conduct Committee, Agricultural Water Advisory Committee, Santa Clara Valley Water Commission, Joint Water Resources Committee with Cities of Morgan Hill and Gilroy, San Felipe Division Reach One, Santa Clara County Water Retailers and Water Storage Exploratory Ad Hoc Committees, the Agricultural Water Advisory Committee and San Felipe Division Reach One.

John is a former Morgan Hill city mayor and councilmember. He serves on the Board of Directors for Joint Venture Silicon Valley, Morgan Hill Chamber of Commerce, and the Pajaro River Watershed Flood Protection Authority. He is also involved in Safe Clean Water Independent Monitoring Committee, South County Regional Wastewater Authority, John is also a member of ACWA Board of Directors and was recently appointed Chair Board of Trustees ACWA Diversity Equity Inclusion Foundation.

His private life includes a forty year history in the toy industry, he first met Barbie and Ken when they began dating, as well as Mr. Potato Head, Slinky, G.I. Joe and of course, The Cabbage Patch Kids early into his toy career. He is a stage performer playing various comedic/dramatic characters as a thirty year + Community Theater actor. His hobbies include photography, kayaking, hiking, camping, spending quality time with his wife Vivian celebrating 58 years, along with three daughters and five grandchildren, they define who he is.



John H. Weed
43255 Mission Boulevard
Fremont, CA 94539-5826
510-651-2482 jhweed@aol.com

Education:

Juris Doctor, University of Santa Clara, Santa Clara, CA (1975)
Graduate Studies, Water Resources Administration, Department of Hydrology and Water Resources, College of Earth Sciences, University of Arizona, Tucson, AZ (1972 - 1973)
Master of Business Administration-Finance, Eastern New Mexico University, Portales, NM (1972)
Bachelor of Science, Civil Engineering, University of Santa Clara, Santa Clara, CA (1968)

Employment

President/Secretary, Niles Properties, Inc, 43255 Mission Boulevard, Fremont, CA (1995-Present)
Attorney – Land Use Consultant, 43255 Mission Boulevard, Fremont, CA (1978 – Present)
Civil Engineer Officer (Colonel), United States Air Force Reserve (1972 – Retired 2000)
Project Developer, Economic Development Corporation of Oakland – EDCO, 1419 Broadway, Oakland, CA (1982 – 1983)
Special Assistant to Division Manager, Ordnance Engineer Division, FMC Corporation, 1105 Coleman Avenue, San Jose, CA (1976 – 1978)
Research Associate, Department of Agricultural Economics, University of Arizona, Tucson, AZ (1972 – 1973)
Explosive Ordnance Disposal Officer and Munitions Maintenance Officer, United States Air Force (1969 – 1972) (Viet Nam Veteran)
Engineer Technician, Planning Division, Santa Clara County Flood Control and Water Conservation District, San Jose, CA (1967 – 1968)
Library Aide, Alameda County Library System, Union City, CA (1965)
Recreation Leader, City of Fremont, CA (1964 – 1965)

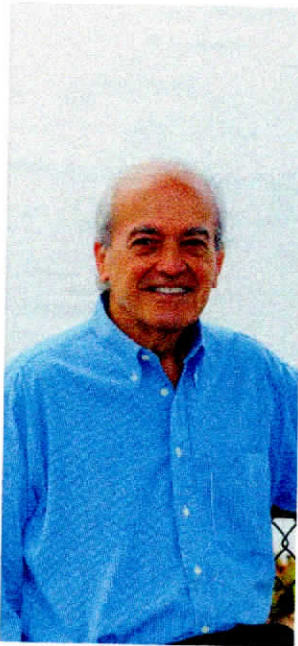
Achievements

Member, State Bar of California, # 88299, (1979 – present)
Private Pilot, Single Engine Land (1968)
General Building Contractor License, California (not active)
Real Estate Broker License, California (not active)

Current Civic Activities

Hearing Officer, Property Tax Assessment Appeals Board, Alameda County, CA (2008 – present)
Director, Alameda County Water District, Fremont-Newark-Union City, CA (1995 – present)
Director, Bay Area Water Supply and Conservation Agency, San Mateo, CA (2003 – present)
Director, Regional Finance Authority, Hetch Hetchy Water System, San Mateo, CA (2003 – present)
Director, (2012 – present), & Member – Risk Management Committee (2021 – present), Association of California Water Agencies - Joint Power Insurance Authority, Roseville, CA
Member, Rotary International, Newark, CA (1981 – present)
President, Washington Township Historical Society (2019 - present)
Alternate member, Special Districts Representative, Alameda County Redevelopment Oversight Board, Oakland, CA (2020 – present)
Alternate Director, Delta Conveyance Design and Construction Authority (2021 – present)

Updated: May 2023



Floyd E. Wicks

Floyd E. Wicks was formerly Vice Chairman of American States Water Company (NYSE: AWR) and former President & Chief Executive Officer, which he held from 1992 through 2008. Wicks was responsible for implementing the strategic growth and overall management of all American States Water Company subsidiaries. He was a board member from 1990 to mid-2009. Wicks is a graduate of Ohio State University where he earned his Bachelor's Degree in Civil Engineering and his Master's Degree in Water Resources Engineering. He is a registered Professional Engineer in California, Ohio and Pennsylvania. His professional career spans over 40 years in the water industry. He is active in numerous professional organizations, including the National Association of Water Companies (NAWC) for which he served an 18-month term as President and also served on its Board of Directors. He previously served on the Board of Trustees of the American Water Works Association Research Foundation and was a past member of The Advisory Committee to President Clinton's Commission on Critical Infrastructure Protection. Wicks was also Co-Chairman of the Southern California Leadership Council for 2008 and also headed up its Water Task Force Committee. He also was a board member of the California Chamber of Commerce as well as being a member of the Board of Directors for Water for People, a non-profit organization dedicated to helping impoverished people worldwide, improve their quality of life by supporting sustainable drinking water, sanitation and hygiene projects. Wicks was an instrumental force in gathering support for the passage of the Paul Simon Water for the Poor Act of 2005 and its subsequent \$300 million funding in 2008 by the United States Congress, which provided funds to non-profits which help third-world communities worldwide develop sustainable drinking water resources and sanitation facilities.

OFFICIAL REGION 5 Board Ballot

2024-2025 TERM



**Please return completed ballot
by Sept. 15, 2023**

E-mail: regionelections@acwa.com

Mail: ACWA
980 9th Street, Suite 1000
Sacramento, CA 95814

General Voting Instructions:

1 You may either vote for the slate recommended by the Region 5 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.

2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Submitted board candidate bios and headshots are available on www.acwa.com/elections/2023-region-elections/.

1

Nominating Committee's Recommended Slate

☐ I concur with the Region 5 Nominating Committee's recommended slate below.

CHAIR:

- **John L. Varela**, Director/2023 Board Chair, Valley Water

VICE CHAIR:

- **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency

BOARD MEMBERS:

- **Ernesto A. Avila**, Board President, Contra Costa Water District
- **Mary Bannister**, Director, Pajaro Valley Water Management Agency
- **John Muller**, President, Board of Directors, Coastside County Water District
- **John H. Weed**, Board Member, Alameda County Water District
- **Floyd Wicks**, Director, Montecito Water District

OR

Individual Board Candidate Nominations

☐ I do not concur with the Region 5 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- ☐ **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- ☐ **John L. Varela**, Director/2023 Board Chair, Valley Water
- ☐ **John H. Weed**, Board Member, Alameda County Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- ☐ **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- ☐ **John H. Weed**, Board Member, Alameda County Water District

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- Ernesto A. Avila**, Board President, Contra Costa Water District
- Mary Bannister**, Director, Pajaro Valley Water Management Agency
- John Muller**, President, Board of Directors, Coastside County Water District
- Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- John H. Weed**, Board Member, Alameda County Water District
- Floyd Wicks**, Director, Montecito Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE



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, July 12, 2023
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

Anthony Emmert, assistant general manager
David Boyer, legal counsel
Dr. Maryam Bral, chief engineer
Luke Bryden, associate hydrologist
Marissa Caringella, environmental services manager
John Carman, operations and maintenance program supervisor
Christofer Coppinger, senior hydrogeologist
Daniel Emerson, recharge O&M worker I
Ernie Flores, water treatment operator II
Sara Guzman, senior accountant
Tony Huynh, risk and safety manager
Michel Kadah, engineer
Kathleen Kuepper, Hydrologist
Tessa Lenz, environmental scientist - regulatory affairs
John Lindquist, water resources supervisor
Murray McEachron, principal hydrologist
Randall McInvale, principal environmental scientist
Craig Morgan, engineering manager
Patrick O'Connell, senior hydrogeologist
Josh Perez, chief human resource officer
Zachary Plummer, technology systems manager
Ed Reese, technology systems specialist
Destiny Rubio, human resources generalist
Bram Sercu, senior hydrologist
Kris Sofley, executive assistant/clerk of the Board
Adriana Stovall, environmental scientist-regulatory affairs
Clayton Strahan, chief park ranger
Brian Zahn, chief financial officer

PUBLIC IN ATTENDANCE

Burt Handy

1. FIRST OPEN SESSION 12:02 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 Maulhardt 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. Assistant General Manager Mr. Anthony Emmert stated that there were no changes to the agenda.

President Dandy asked for a motion. Motion to approve the agenda, Director Hasan; second, Director Naumann. 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. Emmert had several new hire announcements and one staff promotion to report to the Board. He began by announcing Sara Guzman had recently been promoted to Senior Accountant. Ms. Guzman thanked Mr. Emmert and the Board for their support.

Mr. Emmert then introduced five new hires including Ernie Flores, the District's new Water Treatment Operator II, who will be stationed at El Rio. Daniel Emmerson, hired as the new Recharge O&M Worker I, stationed at Saticoy, was then introduced. Mr. Emmert then introduced three new hires in the Water Resources department, including Associate Hydrologist Luke Bryden; Senior Hydrogeologist Christofer Coppinger; and Senior Hydrogeologist Patrick O'Connell.

Director Hasan stated that the District attracts and retains quality staff. President Dandy asked if there were any additional comments or questions. None were offered.

2.7 Voting for CSDA Board of Directors Seat C – Coastal Network

Motion

President Dandy explained that he was supporting candidate Ronald Stassi and asked if there were any opposing views. None were offered.

Motion to cast the District's vote for the CSDA Board of Directors Seat C – Coastal Network for Ronald Stassi, Director Berger; Second, Director Naumann. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

2.8 Administering Peace Officers Oath of Office for Park Rangers

Motion

President Dandy called the three new Park Ranger Cadets – Natalie Everton, Michael Groenveld, and Jordan "Matt" Lundberg, up to the dais to take their oath of office as park ranger cadets.

President Dandy administered the oath of office to all three park ranger cadets and welcomed them to the District.

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

President Dandy presented the Lexipol Connect 2022 Silver Award to Chief Park Ranger Clayton Strahan and his staff. Chief Strahan stated that Josh Perez and Tony Huynh had both been instrumental in both the training and administering of policy training and invited both gentlemen up to be recognized with the Rangers. President Dandy then had a photo taken with all the cadets, Chief Park Ranger Clayton Strahan, Chief HR Officer Josh Perez and Risk and Safety Manager Tony Huynh.

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.

Motion to approve Consent Calendar items, Director Kimball; second, Director Keeling. 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)

Administrative Services Department – Brian Zahn and Josh Perez

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

Information Item

Mr. Zahn addressed the Board, stating that he had no presentation but would happily answer any questions relating to the staff report in the Board packet. No comments or questions were offered.

Chief Human Resources Officer Josh Perez added that staff was at the tail end of the FERC mandated Santa Felicia Dam Safety Improvement Project security operation with Dr. Bral, which would save rate payers \$72,000 dollars. He also reported that Risk and Safety Manager Tony Huynh was in the process of finalizing FEMA EHP applications with the help of Environmental Services' Marissa Caringella and Hannah Garcia Wickstrum and expected to submit the final documents soon.

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

Engineering Department – Dr. Maryam Bral

4.2 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). Included in this month's report were the Board of Consultants meeting No. 7 comments on the 90 percent design of the Santa Felicia Dam Safety Improvement Project, updates were received successfully by FERC and Department of Safety of Dams and a finalized report was submitted to FERC. The next Board of Consultants meeting No. 8 is scheduled for November and will focus on 100 design of the Outlet Works and 60 percent design of the spillway. Dr. Bral also discussed public outreach, including an invitation to present the District's capital projects to the Society of American Military Engineers.

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

Environmental Services Department – Marissa Caringella

4.3 Monthly Environmental Services Department Report

Information Item

Ms. Caringella addressed the Board, and included a presentation which covered several photos of fish using the fish passage at the Freeman Diversion, including one incident that had CDFW personnel relocating a single O.mykiss on June 7. The department also shared information with outside agencies on quagga mussels, the Santa Felicia Dam intake tower, and efforts to increase State Water imports through

a temporary variance. Principal Environmental Scientist Randall McInvale joined the discussion on CEQA analysis and permitting and DWR's efforts to amend its FERC license, and the efforts have been very encouraging at a staff level.

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

Operations and Maintenance Department – Anthony Emmert

4.4 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 updates on FEMA funded repairs, collaborating with Environmental Services team on weekly flushing routine and plans for future maintenance of fish gates. He also reported on a pre-construction meeting for the replacement of Well 5 with Well 20, continuing efforts regarding PTP meter upgrades and monitoring the turbidity and quality of water at Saticoy. The Board asked Mr. Carman several questions, which Mr. Carman answered.

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

Park and Recreation Department – Clayton Strahan

4.5 Monthly Park and Recreation Department Report

Information Item

Chief Ranger Strahan addressed the board, stating that he had no presentation but wanted to provide the Board with a quick update on financials at Lake Piru. He reported that the July 4th holiday brought in some \$40,000 in just four days, on top of June's \$160,000 revenue. He added that as of today, July 12, the Lake Piru revenue was at \$78,000, all of which makes this the Lake's best summer since 2005. He reminded the Board that in 2005, there was also an established store at the Lake and a 40-vessel boat rental operation.

He also reported on his assisting the General Manager on various legislative issues and gave an update on the status of proposed legislation in Sacramento. He ended by stating that the District's efforts are working and that ACWA and other agencies are listening to the District's opinions on this critical legislation.

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

Water Resources Department – John Lindquist

4.6 Monthly Water Resources Department Report

Information Item

Water Resources Supervisor John Lindquist addressed the Board stating that the monthly activities report was in the Board packet and that he would be calling up Dr. Bram Sercu to present an update on the Saticoy recharge operations.

Dr. Sercu showed the Board the various methods being considered and tested by staff for increasing diversions. He stated that Lake Piru is full now, but a release would begin that should keep water moving through the end of October. Principal Hydrologist Murray McEachron joined Dr. Sercu at the podium to discuss the various methods for optimizing or maximizing recharge efforts, including small increases in diversion, better sediment management and the impact of pipeline deliveries of surface water on basin recharge.

Director Kimball stated that, as an engineer, he is really impressed with the entrepreneurial spirit of staff and that it feels good to have everyone making the maximum effort. He applauded staff for the level of analysis and creative thinking that makes all this work so valuable. Mr. Lindquist thanked Director Kimball, adding that Dr. Sercu would be presenting on this same topic at the September GRAC event in California.

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

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

Mr. Perez addressed the Board regarding adopting Resolution 2023-12 which would approve the Memorandum of Understanding (MOU) between United Water Conservation District (UWCD) and Service Employees International Union (SEIU) Local 721. President Dandy thanked staff union representatives and employees for reaching a good agreement. Director Maulhardt stated that the process included seeking guidance from the Executive Committee and he was pleased with what he called a complete and logical agreement.

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

Motion to adopt Resolution 2023-12, Director Maulhardt; Second, Director Hasan. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

5.2 Resolution 2023-13 Approving the Planning and Design portion of the Water Infrastructure Finance and Innovation Act (WIFIA) Loan in the amount of \$13,594,645 to support the Santa Felicia Dam Safety Improvement Project

Motion

Mr. Zahn reminded the Board that by adopting Resolution 2023-13, the Board was 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.

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

Motion to adopt Resolution 2023-13, Director Naumann; Second, Director Hasan. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

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

Dr. Bral explained the motion to the Board and requesting 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.

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

Motion to approve contract with MKN & Associates and authorize General Manager to execute agreement, Director Berger; Second, Director Hasan. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

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

Dr. Bral asked the Board for its approval and authorization of 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.

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

Motion to approve Amendment No 2 to the 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), Director Kimball; Second, Director Maulhardt. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

Environmental Services Department – Marissa Caringella

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

Motion

Ms. Caringella asked the Board for its 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.

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

Motion to Approve the amendment to the Professional Consulting Services Agreement with Ascent Environmental in the amount of \$451,608, Director Maulhardt; Second, Director Hasan. Roll call vote: seven ayes (Berger, Hasan, Keeling, Kimball, Maulhardt, Naumann, Dandy); none opposed. Motion carries unanimously 7/0.

6. BOARD OF DIRECTORS READING FILE

7. FUTURE AGENDA ITEMS

President Dandy suggested that Board members, staff, and public visit the exhibit at the Ventura County Museum of Art, honoring 150 years of Ventura County and the role of both water and agriculture in the County's history. He asked if there were any topics for future consideration and discussion by the Board. None were offered.

8. ADJOURNMENT 3:22 P.M.

Director Maulhardt and Director Naumann stated that they had attended the memorial service for John Mathews of A to Z Law. They called Mr. Mathews an instrumental force in the water world who was very well respected and very much involved with Fox Canyon GMA and the Pleasant Valley County Water District. Director Naumann referred to Mr. Mathews' common-sense approach to complex legal issues. President Dandy stated that the Board would adjourn this meeting in memory of John Mathews.

I certify that the above is a true and correct copy of the minutes of the UWCD Board of Directors meeting of July 12, 2023.

ATTEST: _____
Lynn E. Maulhardt, Board Secretary

ATTEST: _____
Kris Sofley, Clerk of the Board

Voting receipt - CSDA 2023 Board of Directors

Receipt code: **B2D3**

Time of vote: **2023-07-13 07:33:01 America/Los_Angeles**

IP address: **47.180.192.75**

CSDA Board of Directors Election Ballot - Term 2024 - 2026; Seat C - Coastal Network

Please vote for your choice: **Ronald Stassi**



United Water

CONSERVATION DISTRICT

United Water Conservation District shall manage, protect, conserve and enhance the water resources of the Santa Clara River, its tributaries and associated aquifers, in the most cost effective and environmentally balanced manner.

REGULAR BOARD OF DIRECTORS MEETING

July 12th, 2023

1



ENGINEERING DEPARTMENT MONTHLY UPDATE

July 12, 2023



2

Santa Felicia Dam Safety Improvement Project



BOC Meeting No. 7 – Review of 90% design documents of the new outlet works

3

3

Iron and Manganese Treatment Facility



6/14/2023



Completion of Filter Vessels Exterior and Filter Facing Piping Coating

4

4

Iron and Manganese Treatment Facility



6/14/2023

Vertical turbine pumps installed after a long delay



5

5

Iron and Manganese Treatment Facility



04/30/23

Exterior View of the new Building



6/14/2023

Fire Sprinkler and Fire Alarm Service completed at new building



September 13, 2023



6

6

Public Outreach



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



North Pleasant Valley Desalter Visit

7

7



Thank You



8

8



Santa Clara River, view downstream from
Freeman Diversion – June 19, 2023

ENVIRONMENTAL SERVICES DEPARTMENT JUNE UPDATE

July 12, 2023



9

Freeman Diversion Operations

Migration season over June 1

Bypass flow ramp down June 5 to 8

Stranding surveys from 101 bridge
upstream to Freeman Diversion

Fish ladder shutdown complete June 7



Freeman Diversion – June 7, 2023



Stranding surveys – June 5, 2023

10

Quagga Mussel Management

Monitoring on Lake Piru, lower Piru Creek, and lower system

Technical Advisory Committee meeting June 15



11

Key Highlight

- Temporary Variance for WY 2023-24
 - 25,000 acre feet of SWP imports to Lake Piru
 - Pending FERC approval
- Long-Term Solution
 - Technical studies underway
 - DWR engagement
 - CEQA



12



13



14

Santa Felicia Dam

SFD Lower Creek Crossing – Dam Crest Monuments



15

15

Freeman Diversion / Saticoy

Sediment / Water Management



16

16



17

OH Delivery

El Rio Recharge Basins – SCBA Training – OH Well #5



18

18

PTP System

Meter Upgrade Project – PTP NaOCL Pump



Turnout #123
ETTING RD.
BEFORE



Turnout #158
RICE RD.
AFTER



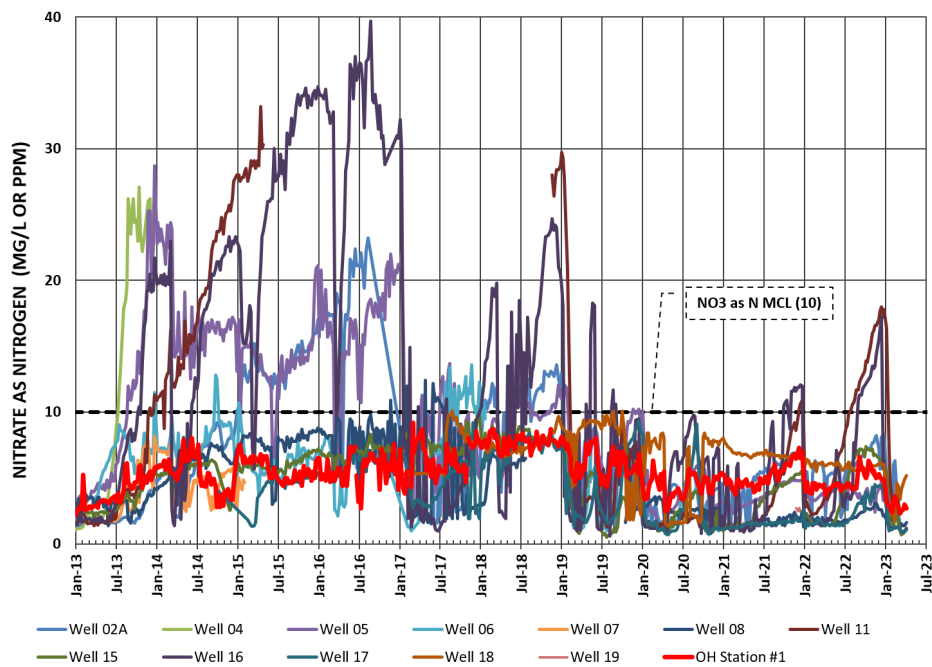
NaOCL PUMP Replacement



19

19

OH UAS WELLS 2013 - 04/06/2023 NITRATE AS NITROGEN (NO₃_N)



20

20

Questions?



21

21



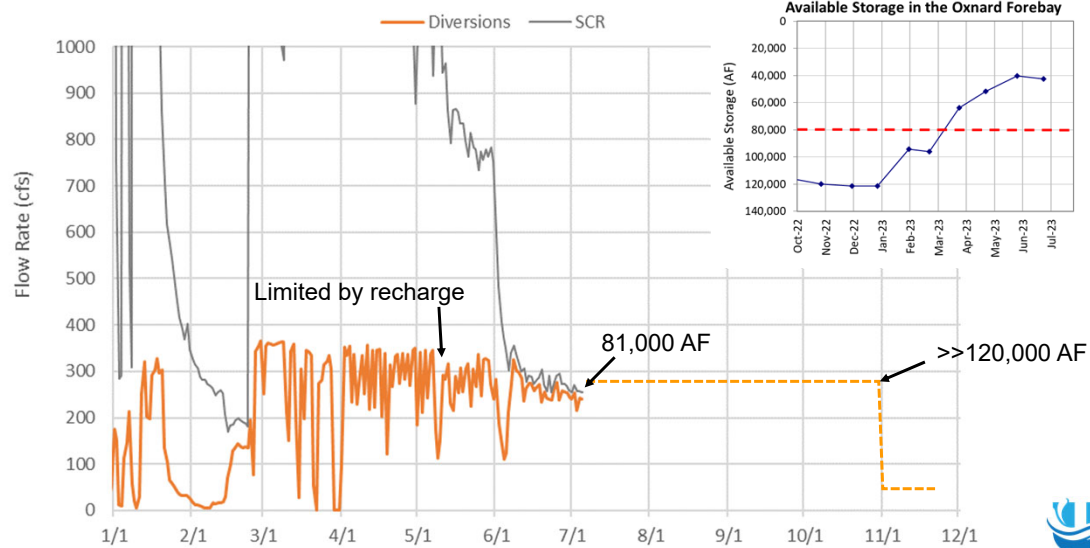
4.6 Update on Optimization of Groundwater Recharge at the Saticoy Facility

Presented by Dr. Bram Sercu
UWCD Board of Directors Meeting
July 12, 2023



22

2023 Diversions



23

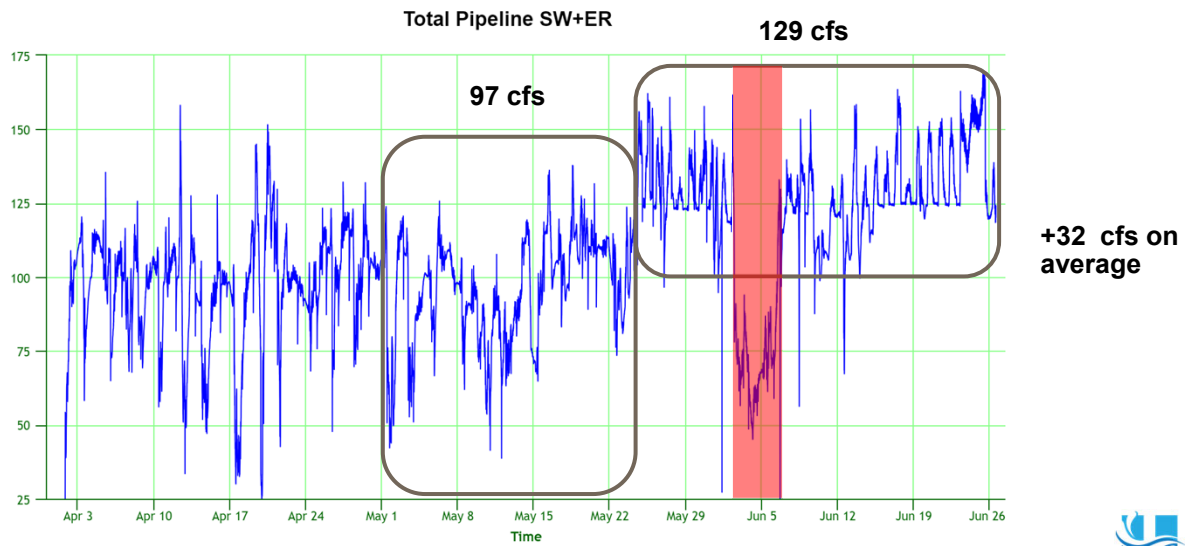


Optimization Efforts

1. Pipeline deliveries
2. Noble recharge
3. Saticoy recharge
4. Freeman flushing
5. Saticoy well field

24

1. Pipeline Deliveries



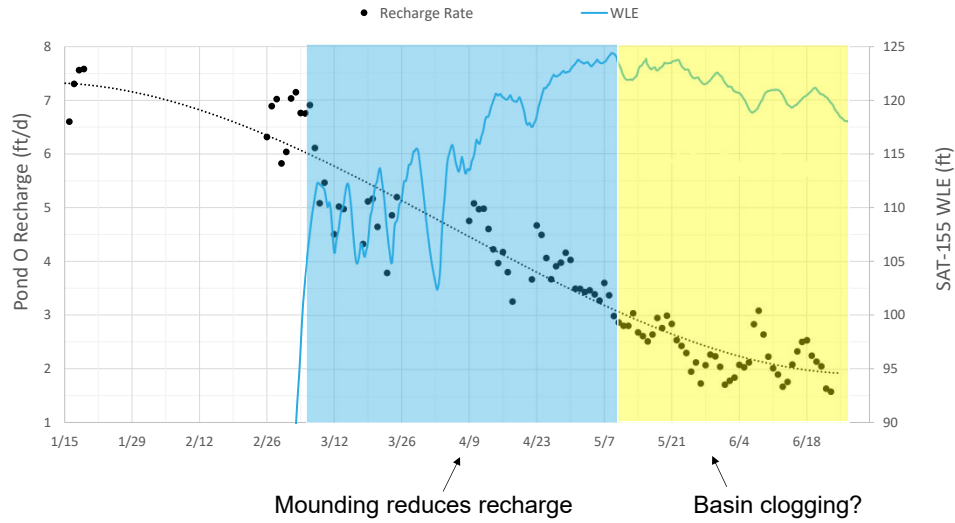
25

2. Recharge Noble basin



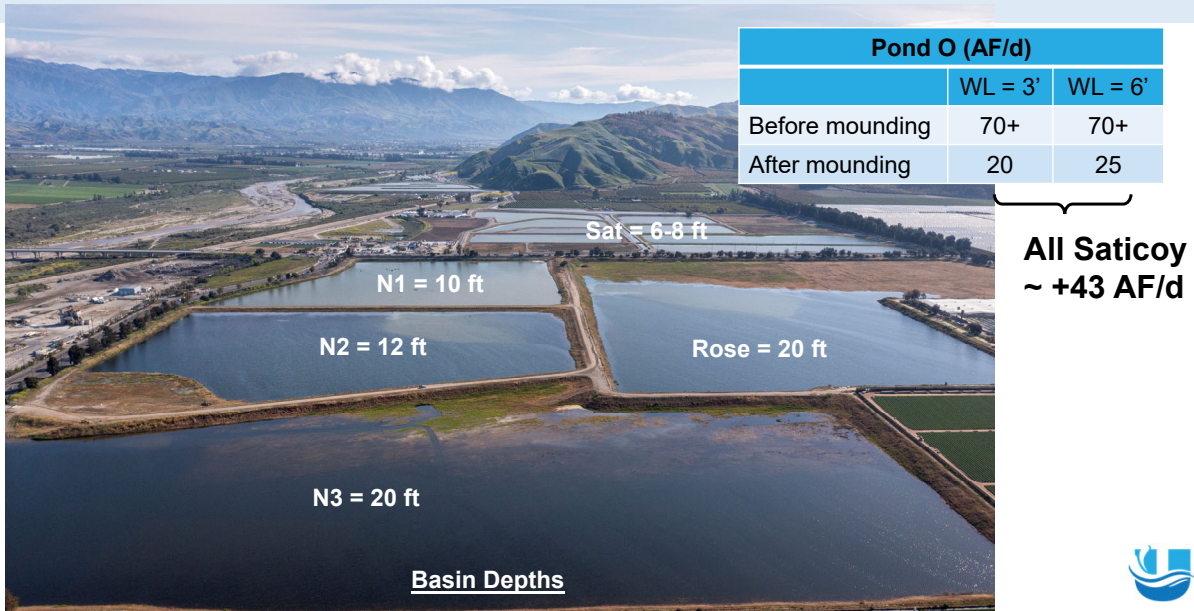
26

3. Recharge Saticoy (Pond O)



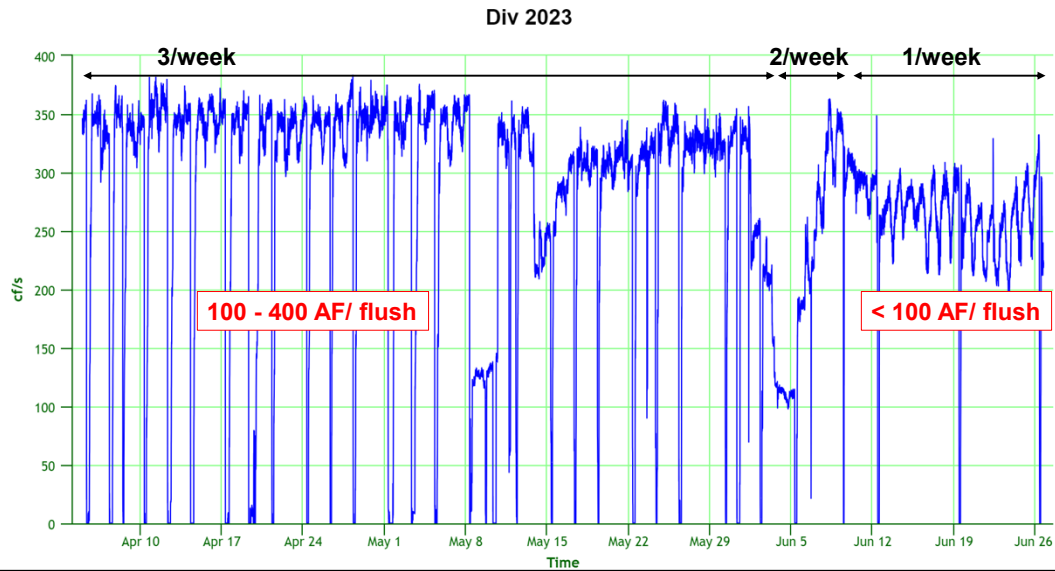
27

3. Recharge Saticoy (Pond O)



28

4. Freeman Diversion (flushing)



29

4. Freeman Diversion (flushing)



30

30

4. Freeman Diversion (flushing)

Start

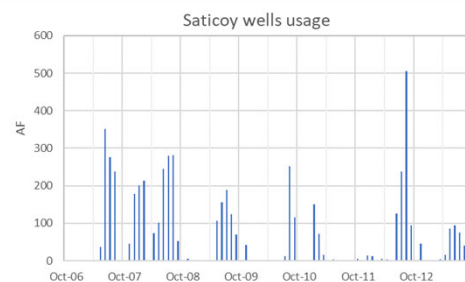


End



31

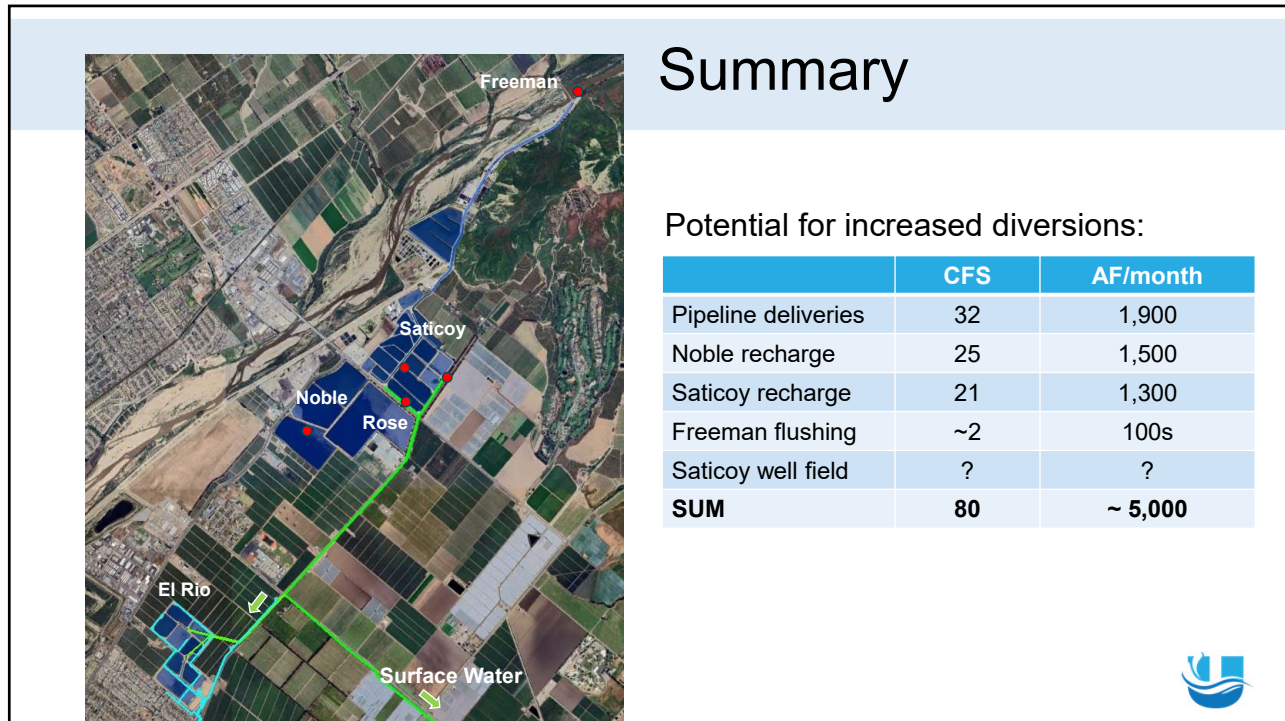
5. Saticoy Wells



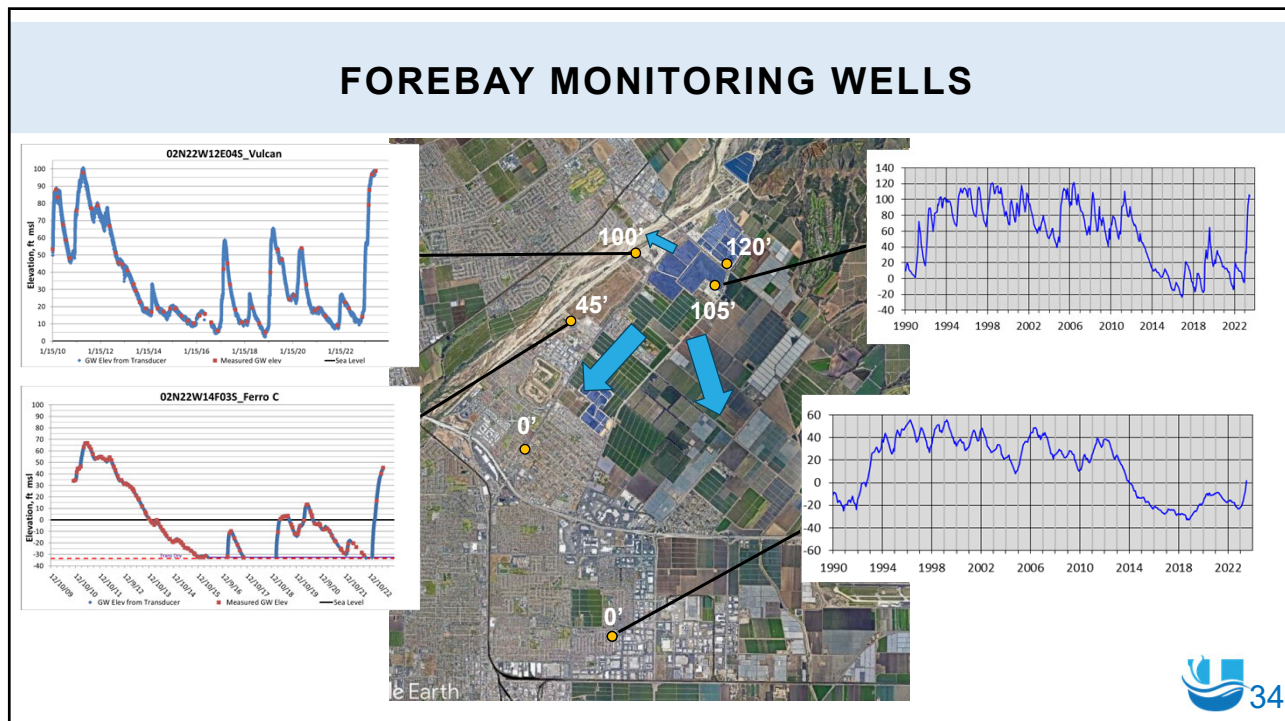
- Wells used to pump down mound and deliver to pipeline
- Wells are currently operational
- May be used in Nov-Dec to pump down mound (if diversions < ~125 cfs)
- Plan to test ability to increase pipeline deliveries



32



33



34

QUESTIONS?

35



Resolution 2023-13
WIFIA Loan Approval

July 12, 2023

The slide features a background image of a water treatment facility with several large circular tanks and a central channel. The image is framed by a blue header and footer, with decorative orange and green curved borders on the left and right sides.

36

WIFIA Loan Program

- Water Infrastructure Finance and Innovation Act (WIFIA)
- Water Resources Reform and Development Act (WRRDA) established the WIFIA program
- 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
- EPA selected the Santa Felicia Dam Safety Improvement Project for the WIFIA loan program



37

37

WIFIA Loan Details

- First loan is for the Planning and Design work. Once the formal construction date is set, we will return for the construction funds.
- Funding based on funds available to the EPA, but will only cover 49% of project costs
- \$125,000 loan application fee paid in February 2023 to cover loan closing costs. Current estimate is that an additional \$50K will be needed in closing costs
- Funds will be drawn as needed during the project
- Payments under the Installment Purchase Agreement will be on parity with the 2020 Certificate of Participation financing



38

38

WIFIA Loan Details (continued)

WIFIA loan benefits:

- Long term
- Five-year deferment available
- Low interest – current EPA estimate 3.97%
- No payments until project complete
- Only borrow what we need
- Pay-back at any time (principal or interest)
- No interest on unused funds



39

39

WIFIA Loan Details (continued)

- Project Costs: \$203,290,008
- Full loan amount: \$ 99,612,104
- Planning and Design Costs: \$ 27,744,174
- Planning and Design Loan: \$ 13,594,645
- Draw period: 08/01/2023 – 10/31/2030
- Total Loan Cost: \$ 24,006,000



40

40

WIFIA Loan Sample Amortization Schedule

Period Payment Date	Period Repayment Type	Disbursements in Period	Capitalized Interest	Interest Payment	Principal Repayment	% of Maximum Principal Outstanding	Semi-annual Debt Service Payment	Ending Balan
10/1/2023	No Payment	\$ 13,594,645	\$ 47,606	\$ -	\$ -	N/A	\$ -	\$ 13,642,251
4/1/2024	No Payment	\$ -	\$ 270,799	\$ -	\$ -	N/A	\$ -	\$ 13,913,050
10/1/2024	No Payment	\$ -	\$ 276,174	\$ -	\$ -	N/A	\$ -	\$ 14,189,224
4/1/2025	No Payment	\$ -	\$ 281,656	\$ -	\$ -	N/A	\$ -	\$ 14,470,880
10/1/2025	No Payment	\$ -	\$ 287,247	\$ -	\$ -	N/A	\$ -	\$ 14,758,127
4/1/2026	No Payment	\$ -	\$ 292,949	\$ -	\$ -	N/A	\$ -	\$ 15,051,076
10/1/2026	No Payment	\$ -	\$ 298,764	\$ -	\$ -	N/A	\$ -	\$ 15,349,839
4/1/2027	No Payment	\$ -	\$ 304,694	\$ -	\$ -	N/A	\$ -	\$ 15,654,534
10/1/2027	No Payment	\$ -	\$ 310,743	\$ -	\$ -	N/A	\$ -	\$ 15,965,276
4/1/2028	No Payment	\$ -	\$ 316,911	\$ -	\$ -	N/A	\$ -	\$ 16,282,187
10/1/2028	No Payment	\$ -	\$ 323,201	\$ -	\$ -	N/A	\$ -	\$ 16,605,388
4/1/2029	No Payment	\$ -	\$ 329,617	\$ -	\$ -	N/A	\$ -	\$ 16,935,005
10/1/2029	No Payment	\$ -	\$ 336,160	\$ -	\$ -	N/A	\$ -	\$ 17,271,165
4/1/2030	No Payment	\$ -	\$ 342,833	\$ -	\$ -	N/A	\$ -	\$ 17,613,998
10/1/2030	Level Payment (annual p, sem	\$ -	\$ -	\$ 349,638	\$ 298,440	N/A	\$ 648,078	\$ 17,315,557
10/1/2031	Level Payment (annual p, sem	\$ -	\$ -	\$ 343,714	\$ 310,289	N/A	\$ 654,002	\$ 17,005,269
10/1/2032	Level Payment (annual p, sem	\$ -	\$ -	\$ 337,555	\$ 322,607	N/A	\$ 660,162	\$ 16,682,662
10/1/2033	Level Payment (annual p, sem	\$ -	\$ -	\$ 331,151	\$ 335,414	N/A	\$ 666,565	\$ 16,347,247
10/1/2034	Level Payment (annual p, sem	\$ -	\$ -	\$ 324,493	\$ 348,730	N/A	\$ 673,223	\$ 15,998,517
10/1/2035	Level Payment (annual p, sem	\$ -	\$ -	\$ 317,571	\$ 362,575	N/A	\$ 680,146	\$ 15,635,942
10/1/2036	Level Payment (annual p, sem	\$ -	\$ -	\$ 310,373	\$ 376,969	N/A	\$ 687,343	\$ 15,258,973
10/1/2037	Level Payment (annual p, sem	\$ -	\$ -	\$ 302,891	\$ 391,935	N/A	\$ 694,826	\$ 14,867,038

41

41

Questions

42

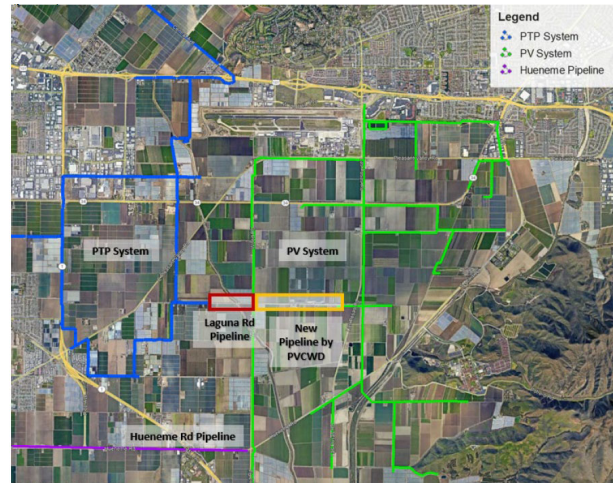
42

**System Reliability and
Regional Partnership and
Leadership**

Motion Item 5.3

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

- ☐ Phase 1: 60% and 100% pipeline design, 30% design of the proposed booster pump Station and Bid Support for pipeline construction
- ☐ Recycled Water Sources: AWPf, and potentially others
- ☐ Contract Fee not to Exceed \$298,352
- ☐ Grant Funding: \$2.6M (SGM), \$343K (NRCS)
- ☐ Sufficient funds available in the FY 2023/24 budget



43

**Regulatory and Environmental
Compliance**

Motion Item 5.4

Authorize Approval of Amendment No. 2 of Contract with Catalyst to develop the 60% Design of the New Release Channel for the Santa Felicia Dam Safety Improvement Project (CIP 8002)

- ☐ Develop the new release channel design to 60% design level
- ☐ Contract Fee not to Exceed \$248,351
- ☐ Sufficient funds available in the FY 2023/24 budget



44

44

Motion 5.5

Authorize Approval of Amendment No. 2 to the Contract with Ascent Environmental for Services Related to Freeman Diversion California Environmental Quality Act (CEQA) Compliance

- Committee will consider recommending approval of the motion to the full Board to authorize the General Manager to execute an amendment to the professional consulting services agreement with Ascent
- Contract is directly related to the Freeman Diversion Multiple Species Habitat Conservation Plan
- Amendment amount: \$451,608





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
Thursday, August 24, 2023, 12:30 P.M.
Board Room, UWCD Headquarters
1701 N. Lombard Street, Oxnard CA 93030

Special Board Meetings

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

1. FIRST OPEN SESSION 12:30 P.M.

President Dandy called the meeting to order at 12:30p.m.

1.1 Public Comments
Information Item

President Dandy asked if there were any public comments or questions for the Board. General Manager Mauricio Guardado stated that he wanted the Board to know that U.S. Senator Dianne Feinstein had sent a Certificate of Accommodation to the UWCD Board in honor of the District's recent accomplishment of surpassing four-million-acre feet of groundwater recharge.

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

President Dandy then asked District Legal Counsel to summarize the topics of discussion for the Board during Executive (Closed) session. Mr. Boyer said the Board would discuss one personnel matter dealing with the performance of District's Legal Counsel, and because of the topic, he would be recusing himself from participating in Executive session.

President Dandy adjourned the meeting to Executive session at 12:32p.m.

1.2 EXECUTIVE (CLOSED) SESSION 12:32p.m.

The Board adjourned to Executive (Closed) Session to discuss matters as outlined below under Executive (Closed) Session.

2. EXECUTIVE (CLOSED) SESSION 12:35 P.M.

2.1 PERSONNEL MATTERS

Public Employee Performance Evaluation (Government Code 54957)
Title: District Legal Counsel

3. SECOND OPEN SESSION 1:45 P.M.

President Dandy called the second open session of the UWCD Board meeting to order at 1:45p.m.

3.1 Pledge of Allegiance

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

**3.2 Public Comment
Information Item**

President Dandy asked if there were any public comments or questions for the Board. None were offered.

[Director Berger excused himself from the meeting at 1:47p.m.]

**3.3 Approval of Agenda
Motion**

Director Maulhardt made a motion to approve the agenda; seconded by Director Hasan. Voice vote: five ayes (Berger, Hasan, Keeling, Kimball, Dandy); none opposed; two absent (Berger, Naumann). Motion carries unanimously.

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

Mr. Guardado reported out of Executive Session that the Board took no action reportable under the Brown Act.

MOTION ITEMS

Administrative Services Department – Brian Zahn and Josh Perez

3.5 Resolution 2023-14 Authorizing the Execution and Delivery of a Water Infrastructure Finance and Innovation Act (WIFIA) Master Agreement, a WIFIA Loan Agreement, a WIFIA Bond, an Installment Purchase Agreement and Certain Documents and Other Matters in Connection therewith

Motion

Mr. Zahn explained the error in language of the previous resolution, which did not include the capitalized interest for the WIFIA loan, making it necessary to bring another revised or amended resolution back to the Board. President Dandy asked if there were any questions for Mr. Zahn, none were offered.

Motion to adopt Resolution 2023-14, approving the planning and design portion of the Water Infrastructure Finance and Innovation Act (WIFIA) Loan in an amount not to exceed \$24,006,000 to support the Santa Felicia Dam Safety Improvement Project, Director Maulhardt; seconded by Director Hasan. Roll call vote: five ayes (Hasan, Keeling, Kimball, Maulhardt, Dandy); none opposed; two absent (Berger, Naumann). Motion carries unanimously 5/0/2.

[Please note that language presented in Resolution 2023-14 needed to be corrected and a copy of the amended and executed Resolution 2023-14 is attached to these Minutes.]

3.6 United Water Conservation District Revised Media and Public Outreach Proposal

Motion

CV Strategies Chief Strategy Officer Tara Bravo Mulally addressed the Board and shared a presentation encompassing the results of a recent public outreach poll conducted by Justin Walling and a revised media and public outreach campaign proposal in support of the District's water management programs and water sustainability projects. (see slide presentation attached). Ms. Mulally structured the proposal in three tiers of engagement: basic, which are the services CV Strategies is currently providing the District at a cost of \$11,600 approximately; enhanced, which she described as the “next phase” of media and public outreach at a cost of \$41,800; and Comprehensive which is the full scope of services provided by CV Strategies, at a cost of \$71,400. Director Maulhardt stated that the General Manager and staff would decide the scope of work and where to spend the budget.

President Dandy said that according to the Walling poll, 49 or 50 percent of constituents have limited visibility of the District and don't understand whose doing what or how the Board operates. Regarding what services to add to the current scope of work, President Dandy said Lake Piru benefits for additional media and public outreach, but he doesn't want the GM and staff to decide, he wants the Board to provide direction.

Ms. Mulally replied that Lake Piru engagement is growing and with more visibility it will continue to improve. She added that there is much more that can be done in the areas of visibility, legislation, and industry outreach in support of the District's many strategic goals and objectives. Mr. Guardado added that a phased approach, which would build off successes over the long term, such as expanding school outreach for Lake Piru by adding various programs for young students, would build engagement and ultimately increase performance.

Director Kimball stated that Lake Piru outreach is the most cost effective and most valuable and the Board sees the return through increased visitation and revenue. He suggested that Mr. Guardado and Ms. Mulally work out the needs for public outreach, but gaining visibility is hard. He added that Mr. Guardado drives the legislative outreach for the District and should decide the level of support.

President Dandy suggested the formation of an ad hoc Outreach/Communications committee should be formed and work with the GM to review and advise as to the scope of work and what levels of service is needed from CV Strategies.

UWCD Board of Directors Meeting MINUTES

August 24, 2023

Page 4

3. ADJOURNEMENT 2:40p.m.

The Board will adjourn to next regular Board meeting scheduled for September 13, 2023, or the 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 August 24, 2023.

ATTEST: _____
Lynn E. Maulhardt, Board Secretary

ATTEST: _____
Kris Sofley, Clerk of the Board



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

UWCD PFFC Board of Directors Meeting
Thursday, August 24, 2023 at 12:00p.m.
ATTENDANCE SIGN IN

Name

Affiliation

Tara Mulally CV Strategies



August 24, 2023

United Water Conservation District

Increasing District Visibility

CV STRATEGIES

LOS ANGELES • PALM DESERT • SACRAMENTO

1

1



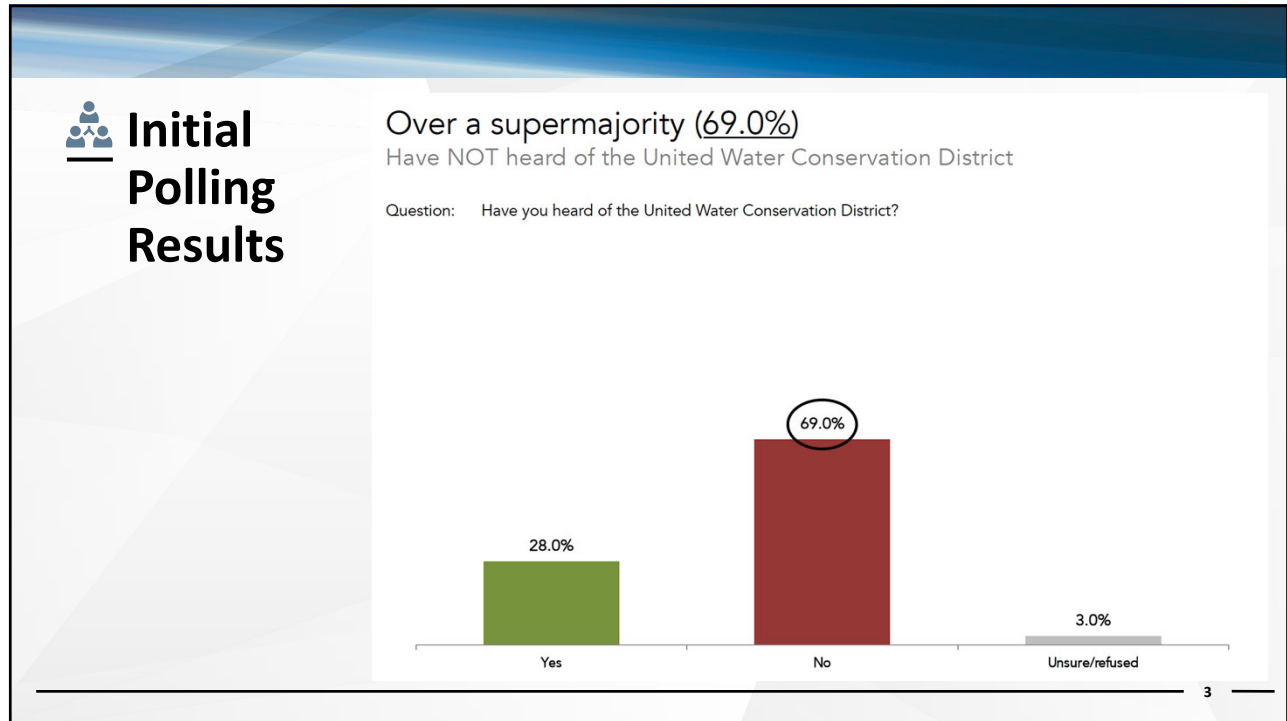
Today's Target Topics: Why are we here today?



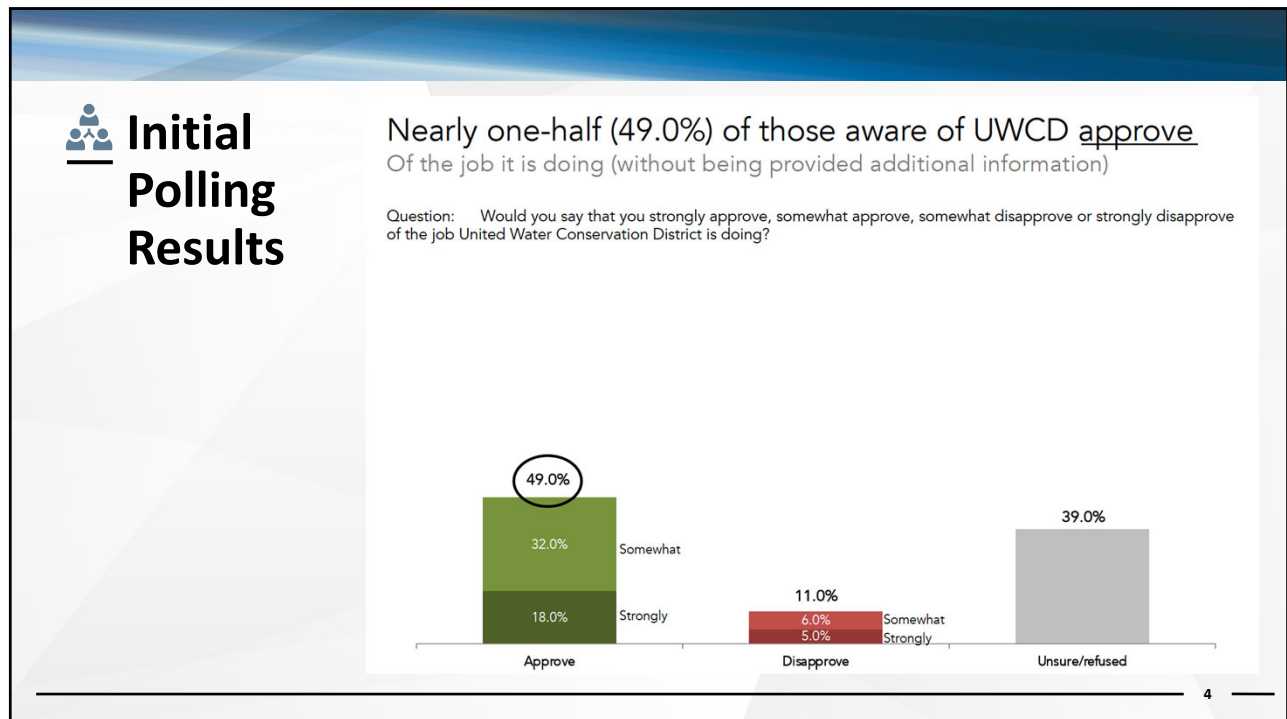
- **Recap**
 - **Visibility & Value**
 - **Lake Piru & United's Role**
 - **Fostering our Industry Allies**
 - **Broadening our Legislative Support**
 - **Measurable Results**
- **Next Steps**
 - **Proposal to Move Forward**

2

2



3



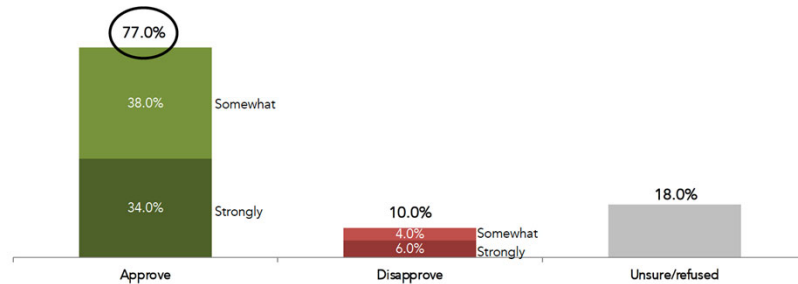
4



Initial Polling Results

Over three-quarters (77.0%) of INFORMED voters approve
Of the job UWCD is doing

Question: Governed by an elected seven member Board of Directors and situated in central Ventura County, California, United Water Conservation District encompasses the fertile Santa Clara River Valley and Oxnard Coastal Plain, a 214,000-acre area home to nearly 400,000 people. United Water Conservation District manages, protects, conserves and enhances the region's water supply. Through monitoring and innovative, responsible best practices, the District replenishes area groundwater aquifers, providing clean, safe, reliable local supplies of drinking and irrigation water for Ventura county's businesses, homes and farmland. Knowing what you do now, do you approve or disapprove of the job that the United Water Conservation District is doing?



5

5



Initial Planning

- Stakeholder Poll (Completed)
- Key Messages
- Editorial & Events Calendar
- Ad Buy & Calendar
- Social Media Annual Strategy
- Earned Media Strategy & Annual Public Relations Plan
- Strategic Partnerships Tactics
- Key Performance Indicator Identification

Not-to-Exceed: \$12,000



United is a community partner that ensures you have water every day.
- Water supplied by United Water Conservation District to the region



United Water
CONSERVATION DISTRICT

10

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 pumpers.
- 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.

ht.

6

6



Client Support

Basic	Enhanced	Comprehensive
<ul style="list-style-type: none"> • Semi-Annual Board Updates • Monthly Client Meetings • Ad Buy Facilitation • Website Updates 	<ul style="list-style-type: none"> • Quarterly Board Updates • Bi-Weekly Strategic Counsel Meetings • Ad Buy Facilitation & Click Through Reporting • Website Updates • Weekly Progress Updates 	<ul style="list-style-type: none"> • Monthly Board Updates • Attend Weekly Department Head Meetings for all possible outreach opportunities • Meet regularly with staff to provide counsel and move forward with outreach opportunities • Ad Buy Facilitation & Click Through Reporting • Website Updates • Weekly Progress Updates
<i>Not-to-Exceed: \$11,600</i>	<i>Not-to-Exceed: \$41,800</i>	<i>Not-to-Exceed: \$71,400</i>

7

7



Core Initiatives



8

8



District Visibility: Challenges



- Lack of awareness of United Water Conservation District's value in the Ventura County's water supply story
- Little recognition of Board and staff action among local stakeholders
- Press relationships and engagement
- Potential Bond Outreach

9

9



District Visibility: Solution



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

10

10



District Visibility: Scope of Work

Basic	Enhanced	Comprehensive
<ul style="list-style-type: none"> • Message Deck & Talking Points • Social Media Growth Strategy Implementation • Monthly Social Media Post Calendar (4 posts per month) • PowerPoint Presentation Support & Development • Press Releases & Opinion/Editorial Pieces (16) • Sustainability Summit Facilitation 	<ul style="list-style-type: none"> • Message Deck & Talking Points • Social Media Growth Strategy Implementation • Monthly Social Media Post Calendar (2-3 posts per week) • Identify speaker and sponsorship opportunities • Road Show Development • PowerPoint Presentation Support & Development • District Brochure • Event/Project Handout Series (6) • Email Database Management & Expansion • Monthly E-Blast Updates/Newsletter (12) • Press Releases & Opinion/Editorial Pieces (16) • Letters to the Editor (6) • Earned Media Distribution & Story Pitching (16) • Ad Assets (Update Quarterly) • Board Meet & Greet Facilitation • Facility Tours • Spokesperson Training • Sustainability Summit Facilitation 	<ul style="list-style-type: none"> • Message Deck & Talking Points • Social Media Growth Strategy Implementation • Monthly Social Media Post Calendar (Post as needed to drive engagement) • Identify speaker and sponsorship opportunities • Road Show Development • PowerPoint Presentation Support & Development • District Brochure • Event/Project Handout Series (6) • Email Database Management & Expansion • Monthly E-Blast Updates/Newsletter (12) • Blog Development • Press Releases & Opinion/Editorial Pieces (16) • Letters to the Editor (6) • Earned Media Distribution & Story Pitching (16) • Video Series (5) • Ad Assets (Update Quarterly) • Board Meet & Greet Facilitation • Facility Tours • Spokesperson Training • Intern Program Coordination • Sustainability Summit Facilitation
Not-to-Exceed: \$42,565	Not-to-Exceed: \$121,345	Not-to-Exceed: \$150,790

11



Lake Piru Marketing: Challenges



- No understanding of United's role in managing the resource
- Not enough campers/fishers/visitors
- Desire to increase tourism market share

12

12



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)

13

13



Lake Piru: Scope of Work

Basic	Enhanced	Comprehensive
<ul style="list-style-type: none"> • Monthly Social Media Post Calendar (4 posts per month) • Promotional Item Procurement • Advertorial Creation • Advertising Assets 	<ul style="list-style-type: none"> • Talking Points • Monthly E-Blast Updates (12) • Monthly Social Media Post Calendar (2-3 posts per week) • Press Releases (4) • Event Booth Facilitation • Promotional Item Procurement • K-12 Local School Outreach (Summer Camps, Weekend Field Trips, Etc.) • Advertorial Creation • Advertising Assets 	<ul style="list-style-type: none"> • Talking Points • Monthly E-Blast Updates (12) • Email Database Management & Expansion • Monthly Social Media Post Calendar (Post as needed to drive engagement) • Press Releases (4) • Event Booth Facilitation • Promotional Item Procurement • K-12 Local School Outreach (Summer Camps, Weekend Field Trips, Etc.) • Influencer Marketing Management (Aspire) • Westways Partnership Management • Visit California Partnership Management • Advertorial Creation • Advertising Assets
<i>Not-to-Exceed: \$15,795</i>	<i>Not-to-Exceed: \$38,805</i>	<i>Not-to-Exceed: \$54,795</i>

14

14



Industry Outreach: Milestones



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

15

15



Legislative Support: Milestones



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

16

16



Legislative & Industry: Scope of Work

Basic	Enhanced	Comprehensive
<ul style="list-style-type: none"> • PowerPoint Presentation Support & Development • Industry Initiative Factsheets & Letters (6) • Social Media Industry Post Calendar – LinkedIn • Talking Points • Legislative Initiative or Litigation Factsheets (6) • Website Updates • Press Releases (4) 	<ul style="list-style-type: none"> • Identify & Submit for Industry Speaker/Sponsorship Opportunities • PowerPoint Presentation Support & Development • Industry Initiative Factsheets & Letters (12) • Social Media Industry Post Calendar – LinkedIn • Talking Points • Legislative Initiative or Litigation Factsheets (6) • Myth vs. Fact-sheet Series (6) • Newsletter Articles (4) • Targeted Digital Ad Asset Creation • Website Updates • Press Releases (4) • Opinion/Editorial Pieces (2) • Video Series (4) 	<ul style="list-style-type: none"> • Identify & Submit for Industry Speaker/Sponsorship Opportunities • PowerPoint Presentation Support & Development • Podcast Development • Industry Initiative Factsheets & Letters (12) • Social Media Industry Post Calendar – LinkedIn • Talking Points • Legislative Initiative or Litigation Factsheets (6) • Myth vs. Fact-sheet Series (6) • Newsletter Articles (4) • Targeted Digital Ad Asset Creation • Website Updates • Press Releases (4) • Opinion/Editorial Pieces (2) • Video Series (4)
<i>Not-to-Exceed: \$33,930</i>	<i>Not-to-Exceed: \$64,545</i>	<i>Not-to-Exceed: \$87,945</i>

17

17

Questions?

CV STRATEGIES

LOS ANGELES • PALM DESERT • SACRAMENTO

18



Staff Report

To: UWCD Board of Directors

Through: Mauricio E. Guardado, Jr., General Manager
John Lindquist, Water Resources Supervisor
Maryam Bral, Chief Engineer

From: Kathleen Kuepper, Hydrogeologist
Bram Sercu, Senior Hydrologist

Date: September 5, 2023 (September 13, 2023 Meeting)

Agenda Item: 2.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 August 2023.

Summary:

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

Activity	Amount (acre-feet)
Total Diversions at Freeman Diversion	14,552
Lloyd-Butler Mutual Water Company surface water use	39
Recharge to Saticoy basins (metered + unmetered)	6,182
Recharge to Noble and Rose basins	2,712
Recharge to El Rio basins	4,387
Total Ag Pipeline Deliveries of water diverted at Freeman	1,232
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 August 2023

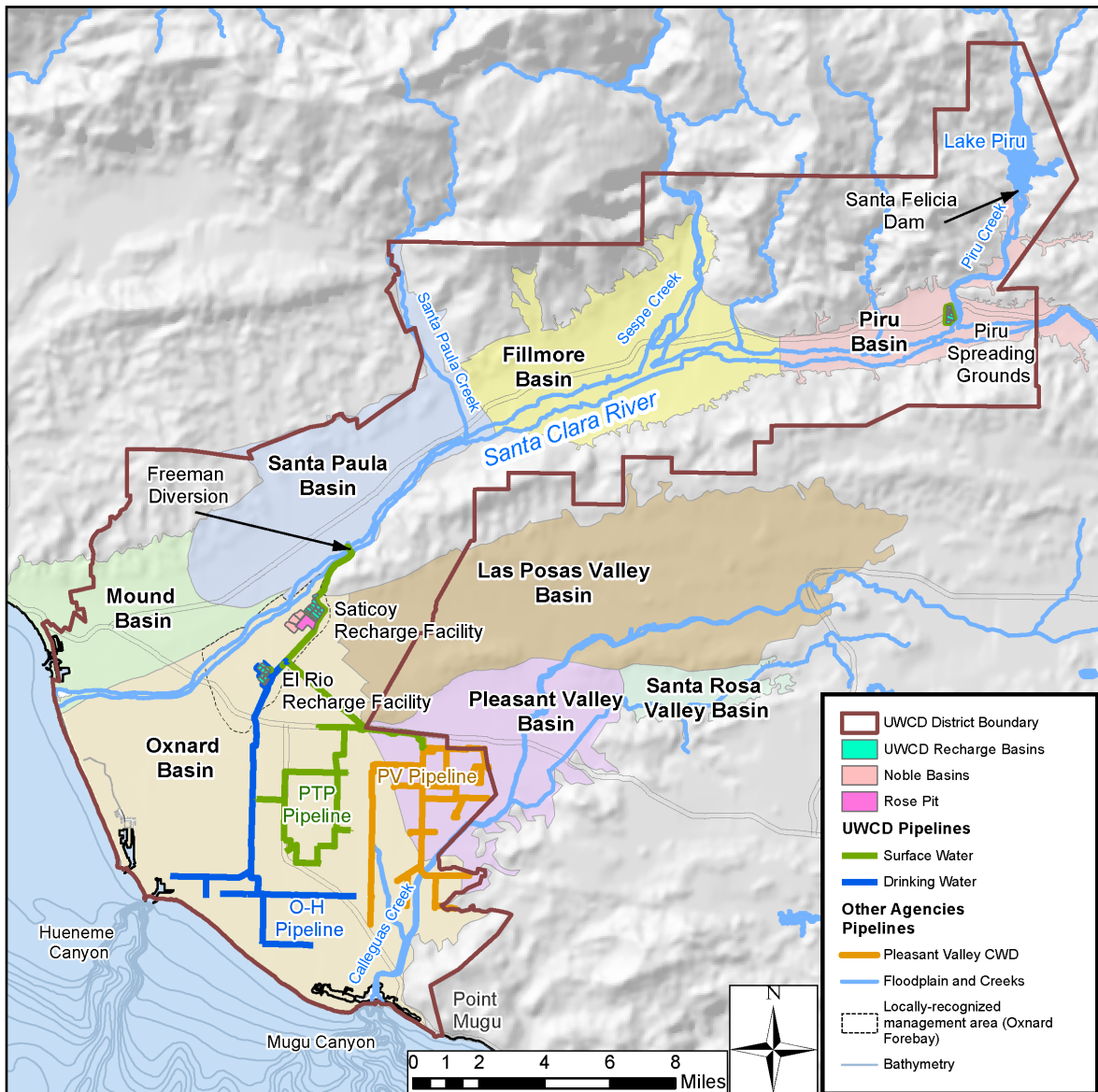
Basin	Available Storage (acre-feet)
Oxnard Forebay	26,500

Precipitation for Month of August 2023

Location	Precipitation (inches)
Lake Piru	4.96
Santa Paula	3.60
El Rio	1.84

August 2023 Hydrologic Conditions Report 2022/23 Water Year

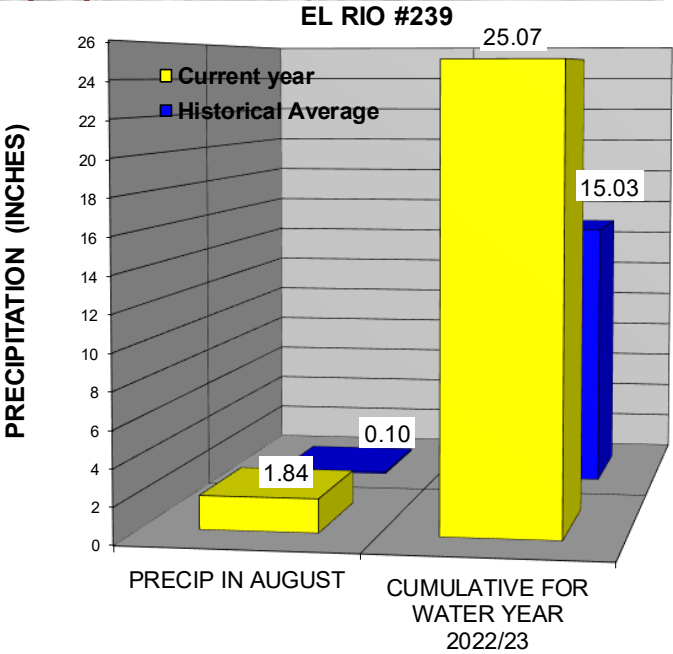
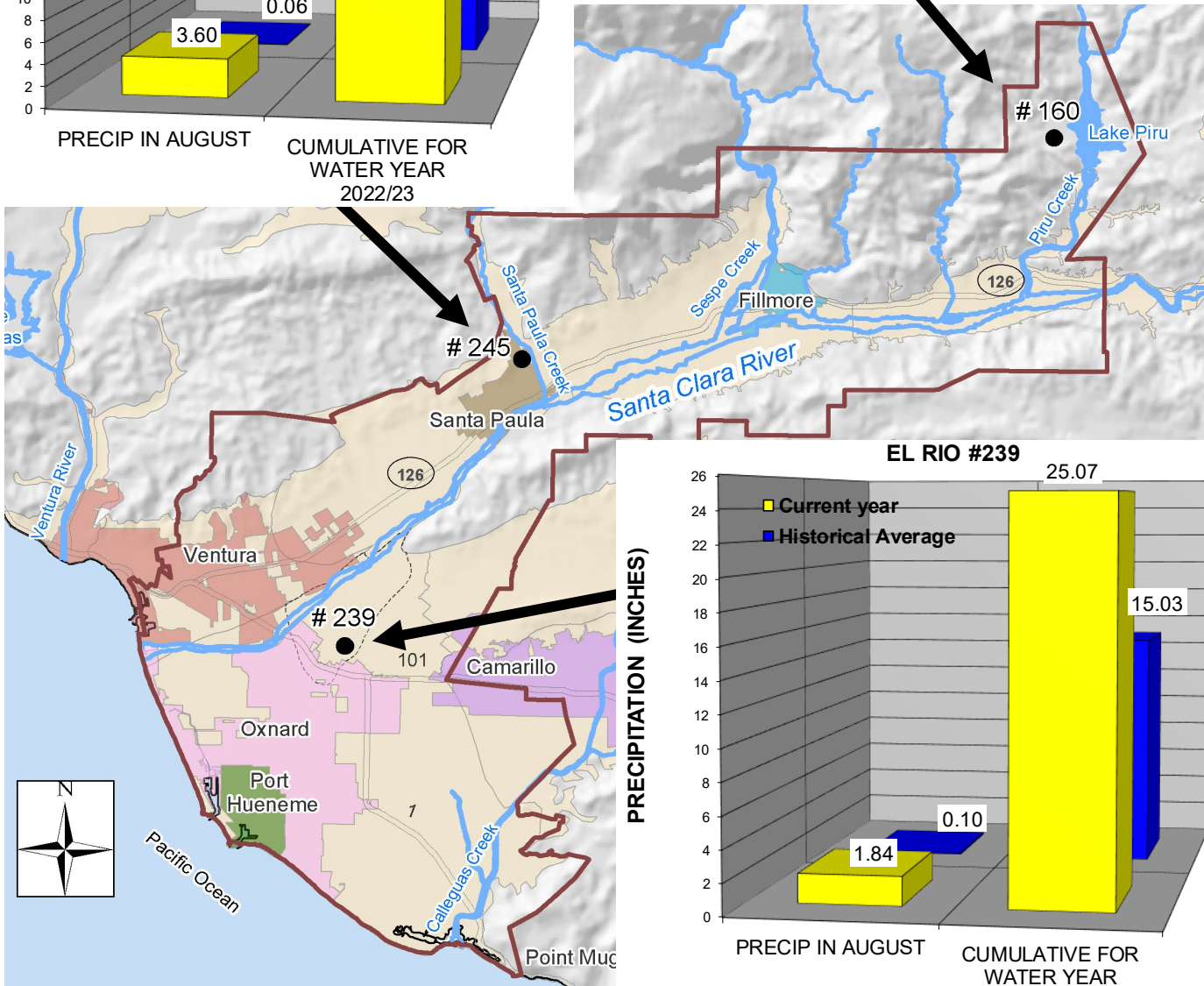
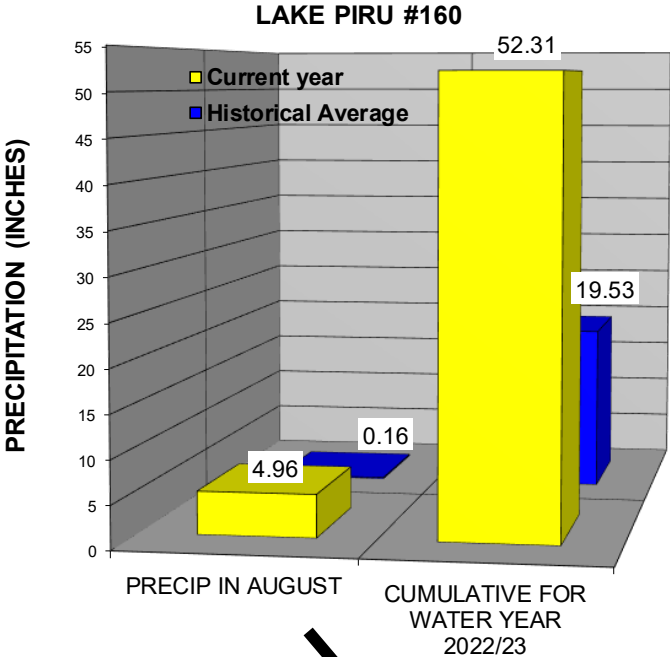
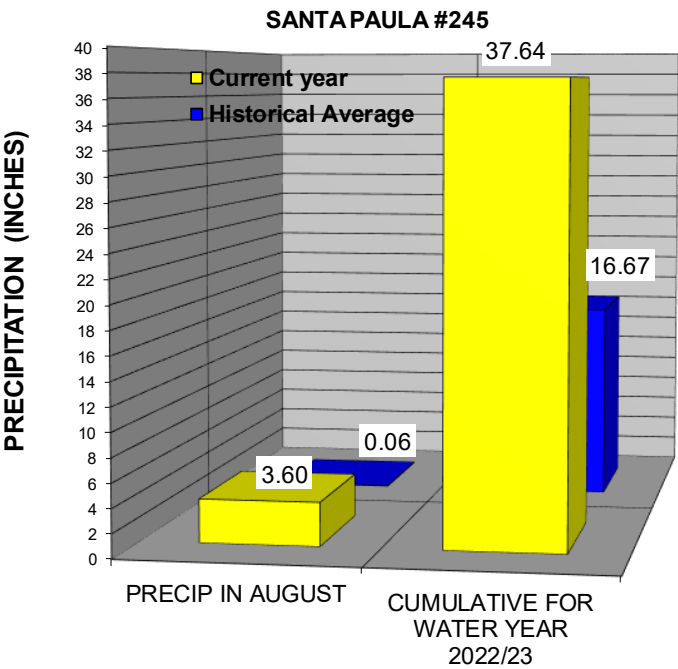
September 5, 2023



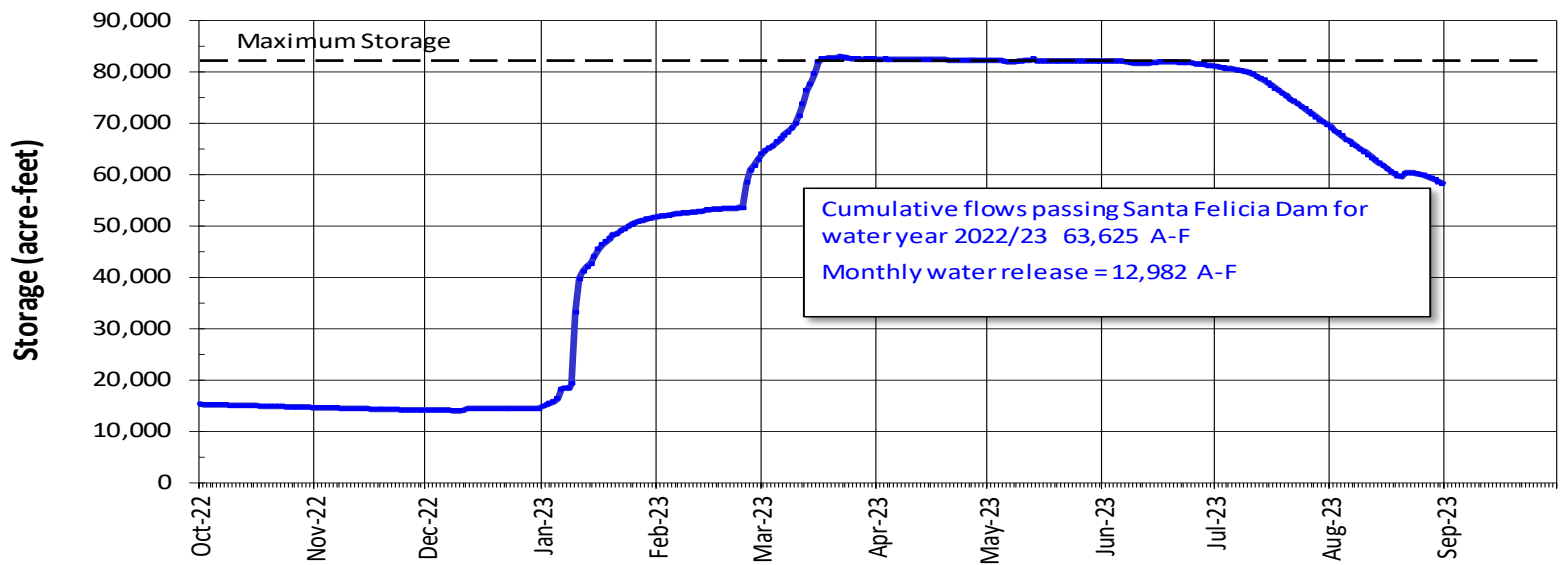
Note: This report may contain provisional data until final review at the end of the water year.

Page Intentionally
Left Blank

Precipitation

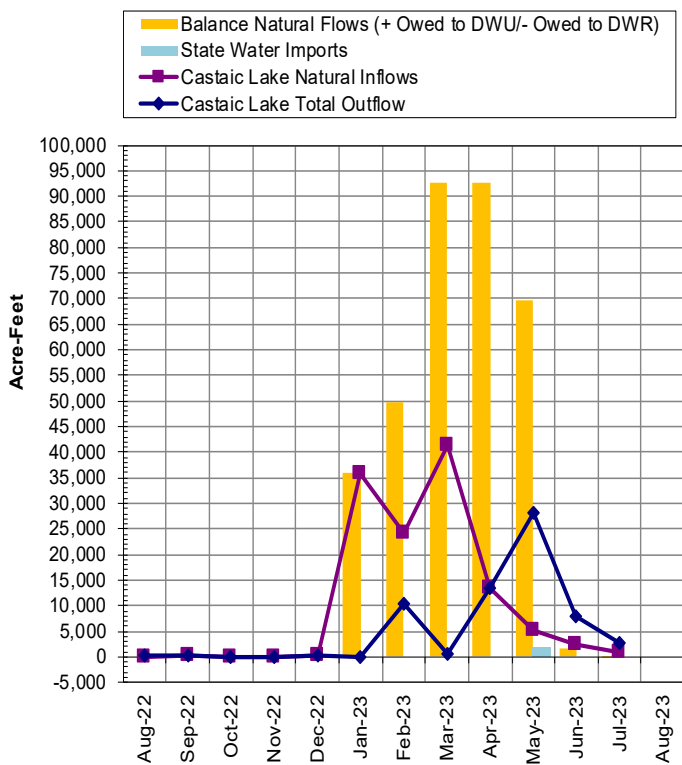


District-wide percent of normal precipitation = 225%

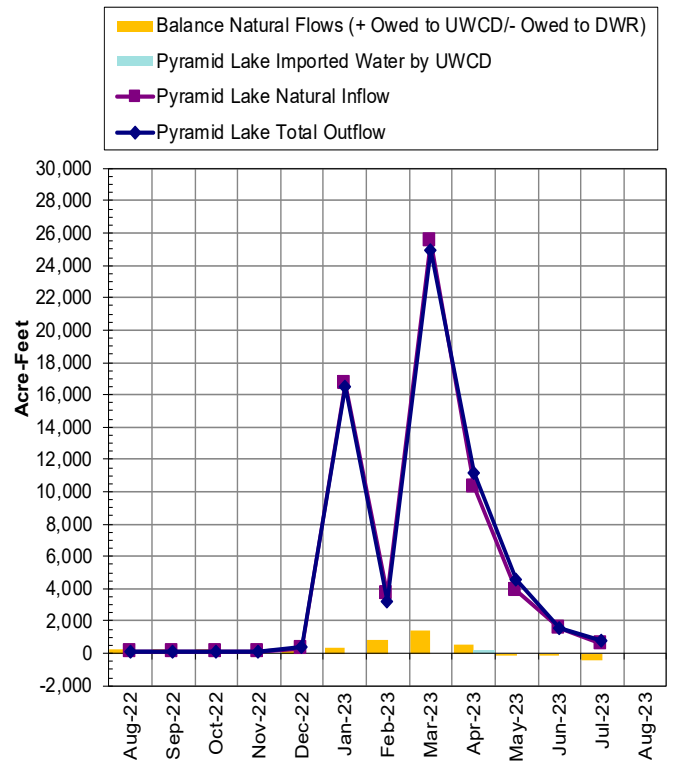


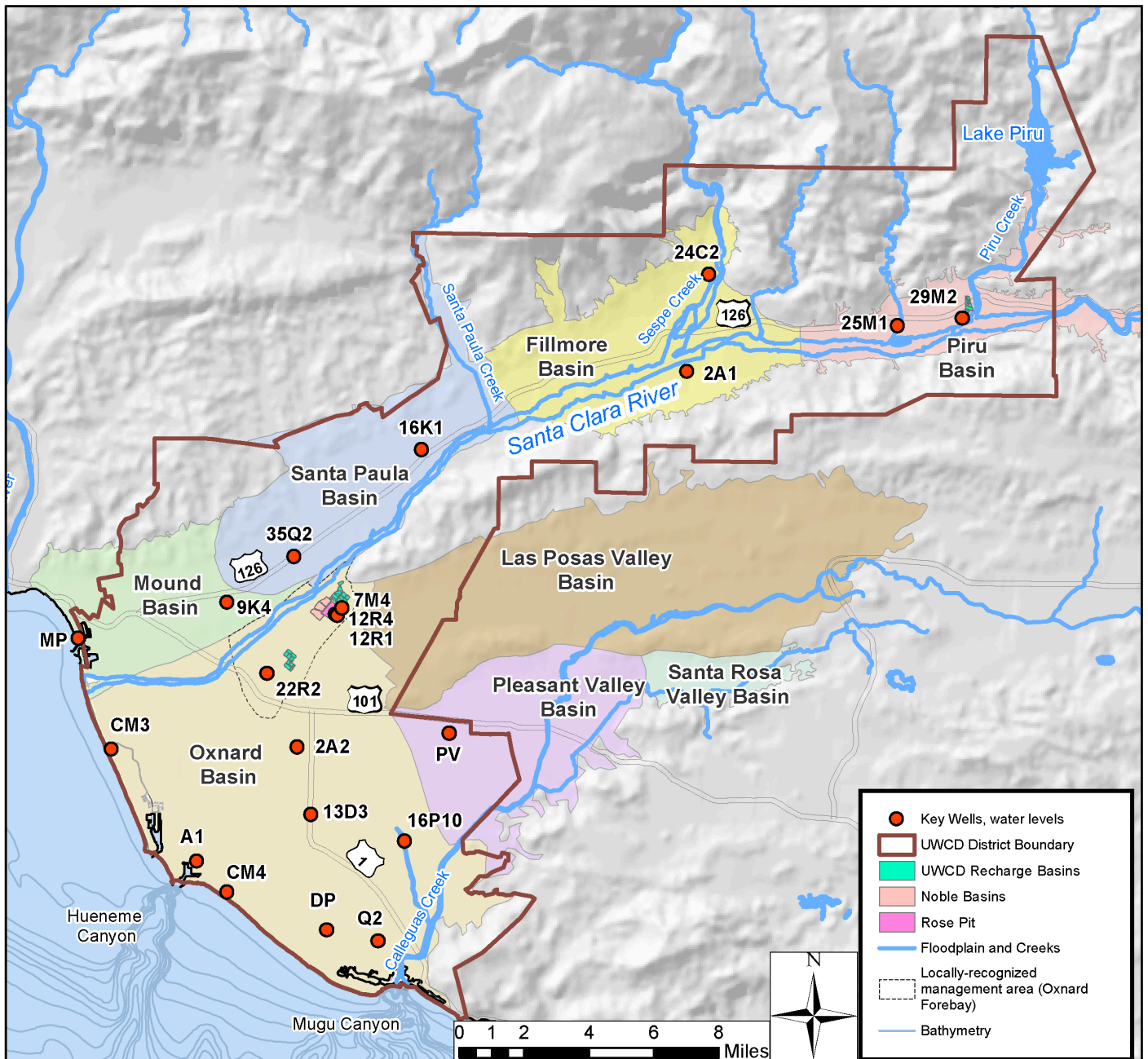
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	0	0	0	0	0	0	0	0	0	0	0	
Cumulative Hydro Plant Outflow (A-F)	0	0	0	0	0	0	0	0	0	0	0	

Castaic Lake releases to downstream water users (DWU)



Pyramid Lake releases to UWCD

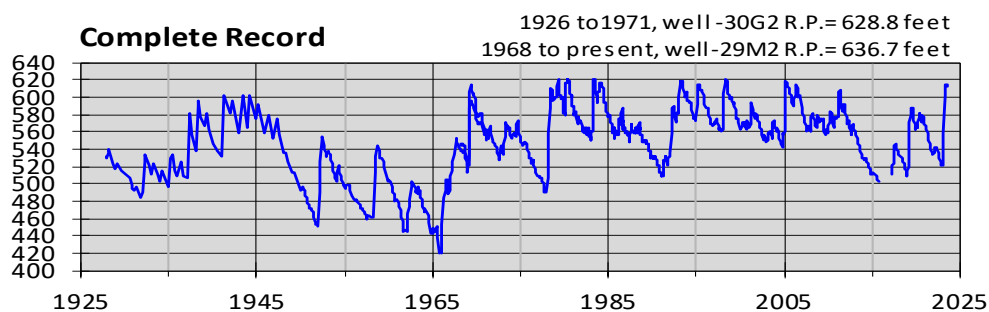
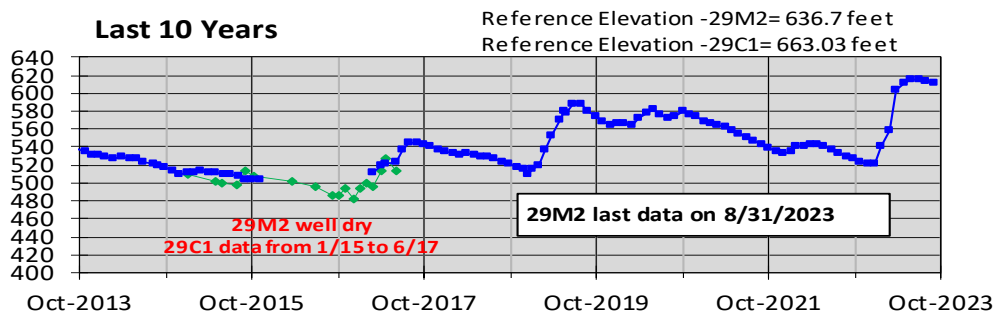




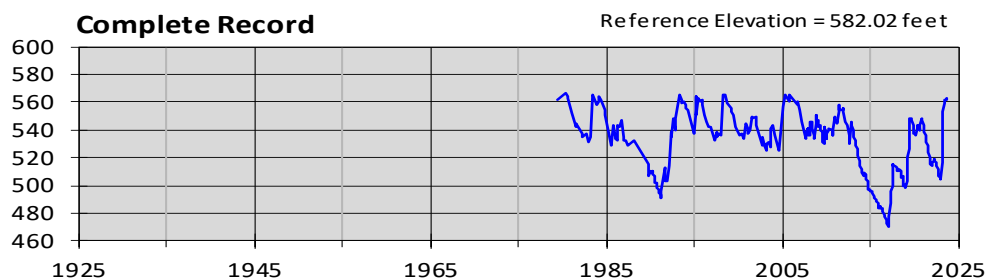
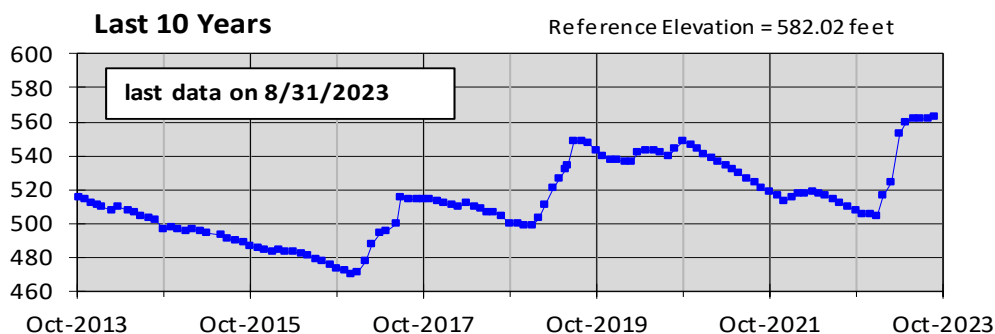
Locations of Key Wells, Monthly Groundwater Elevation Monitoring

Groundwater Elevation Records – Piru Basin

Well 04N18W29M02S (29M2)



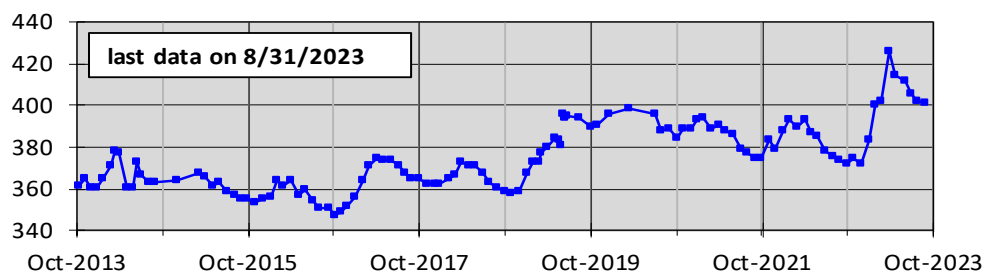
Well 04N19W25M01S (25M1)



Groundwater Elevation Records – Fillmore Basin

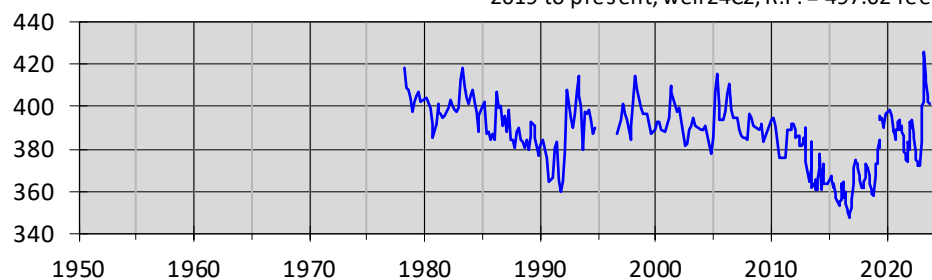
Well 04N20W24C02S (24C2)

Last 10 Years



Complete Record

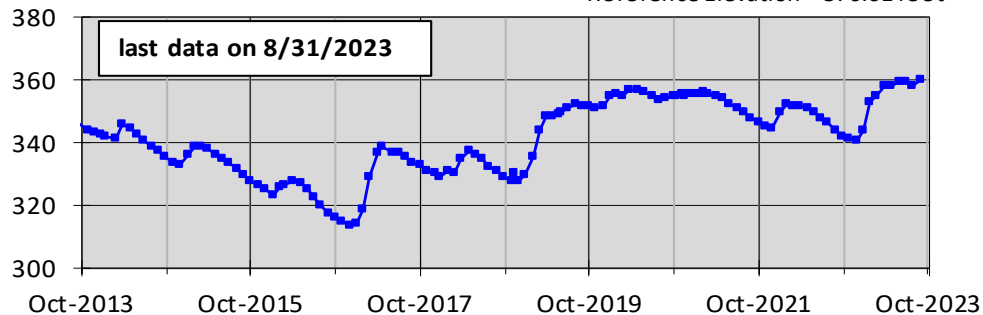
1978 to 2014, well 23Q2, R.P. = 513.99 feet
2015 to 2019, well 23N1, R.P. = 559.00 feet
2019 to present, well 24C2, R.P. = 497.02 feet



Well 03N20W02A01S (2A1)

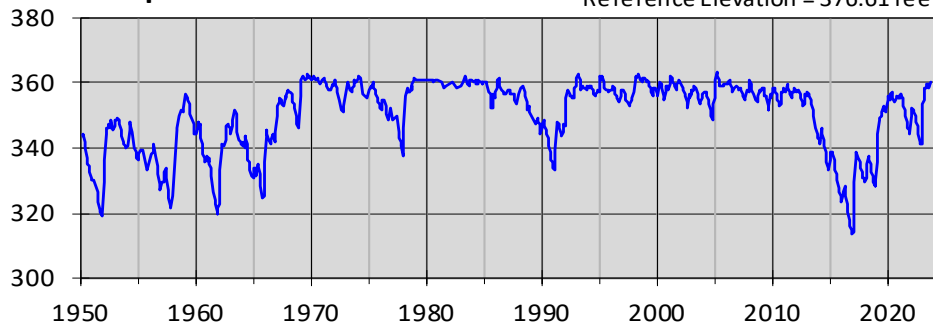
Last 10 Years

Reference Elevation = 376.61 feet

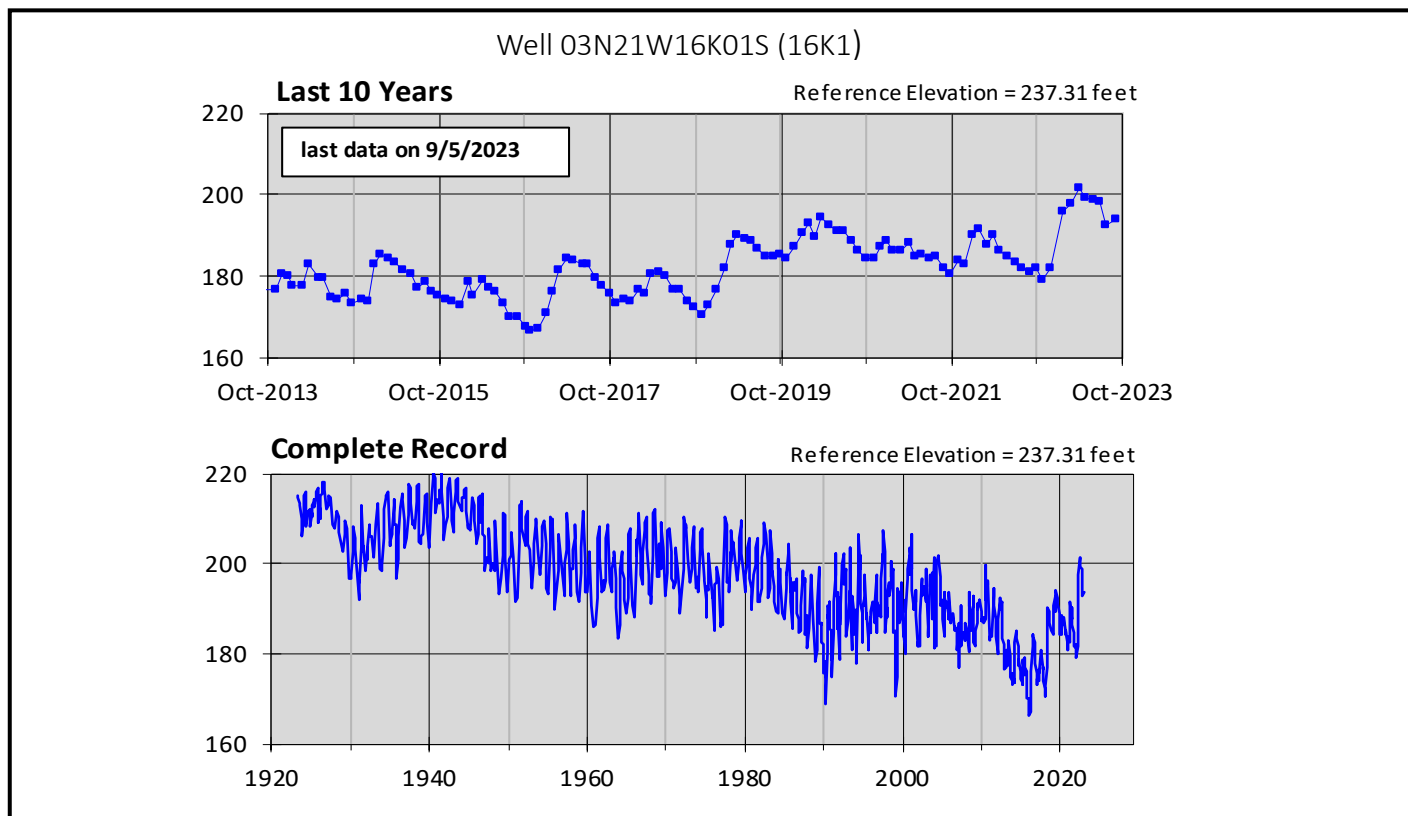


Complete Record

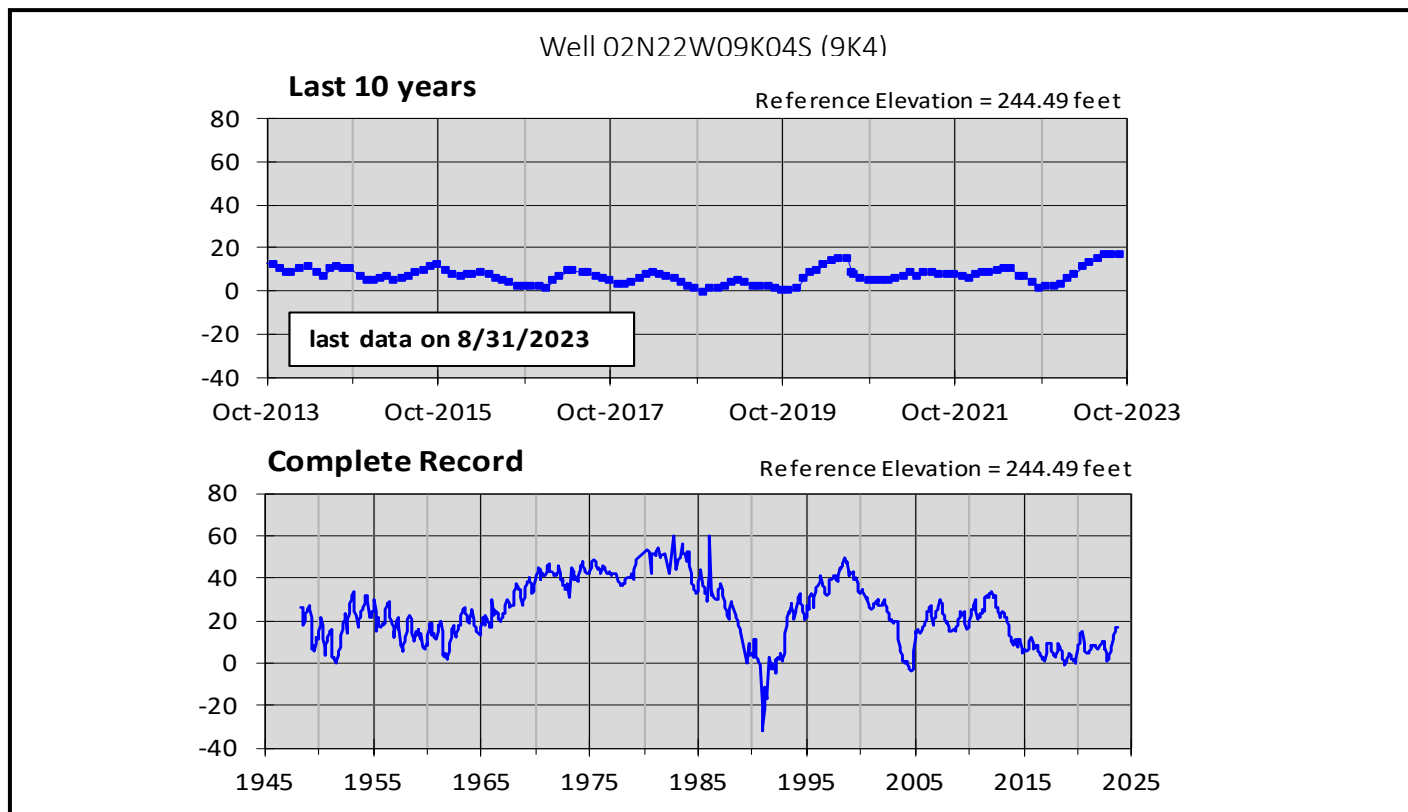
Reference Elevation = 376.61 feet



Groundwater Elevation Records – Santa Paula Basin



Groundwater Elevation Records – Mound Basin

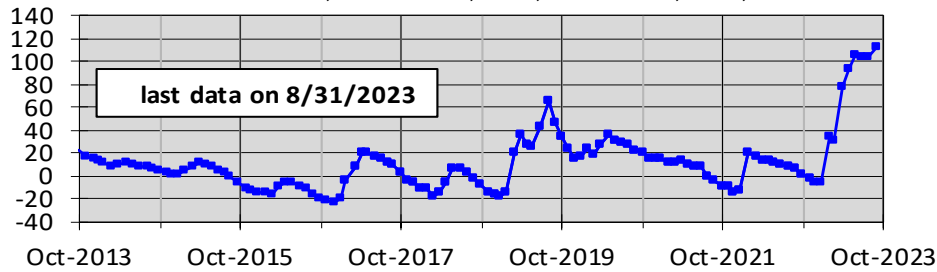


Groundwater Elevation Records – Oxnard Basin, Forebay

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

Last 10 Years

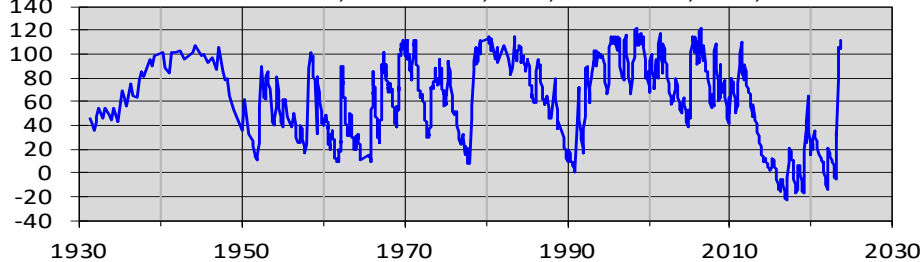
-12R1; RP = 134.19 ft; - 7M4; RP = 142.84 ft; -12R4; RP = 137.11 ft



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

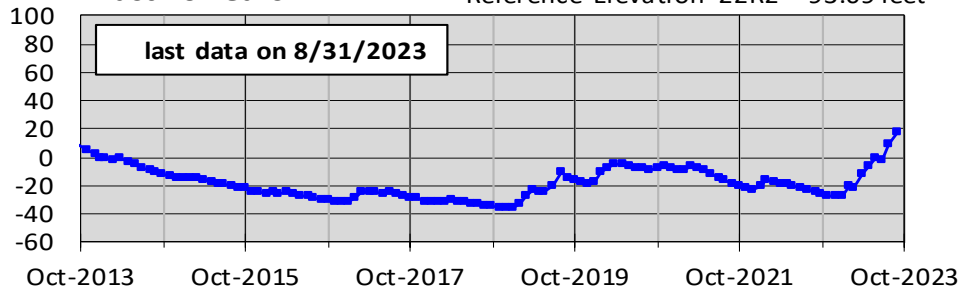


Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

Well 02N22W22R02S (22R2)

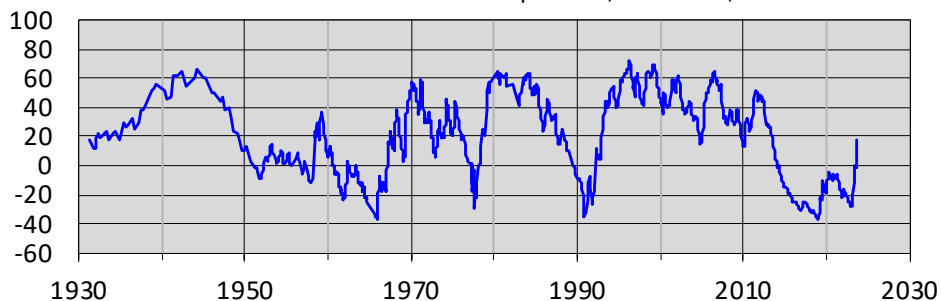
Last 10 Years

Reference Elevation -22R2 = 93.09 feet



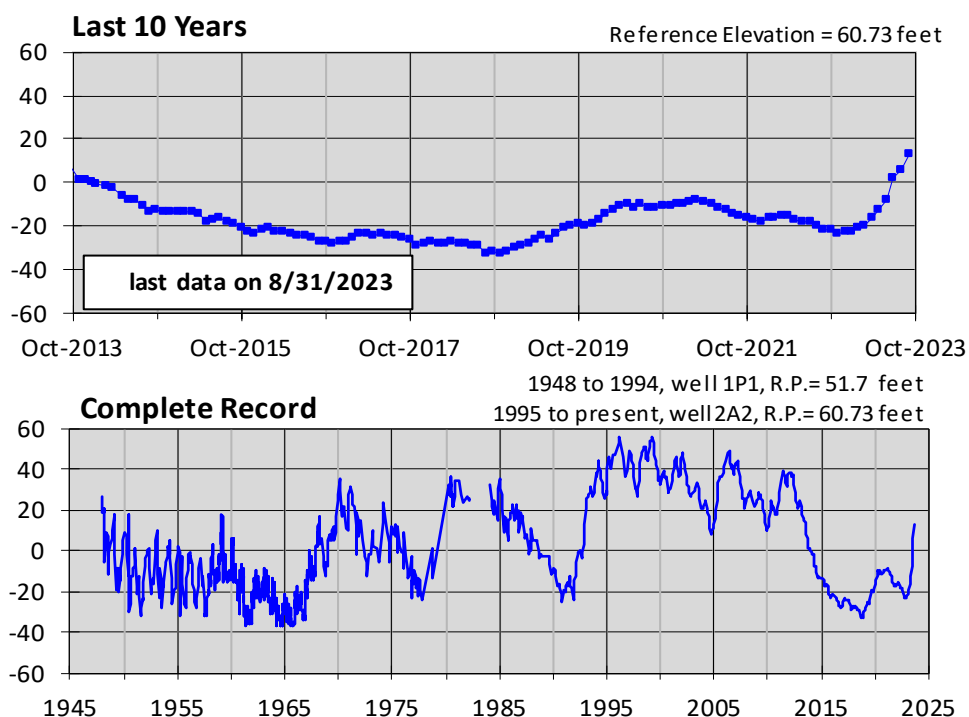
Complete Record

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

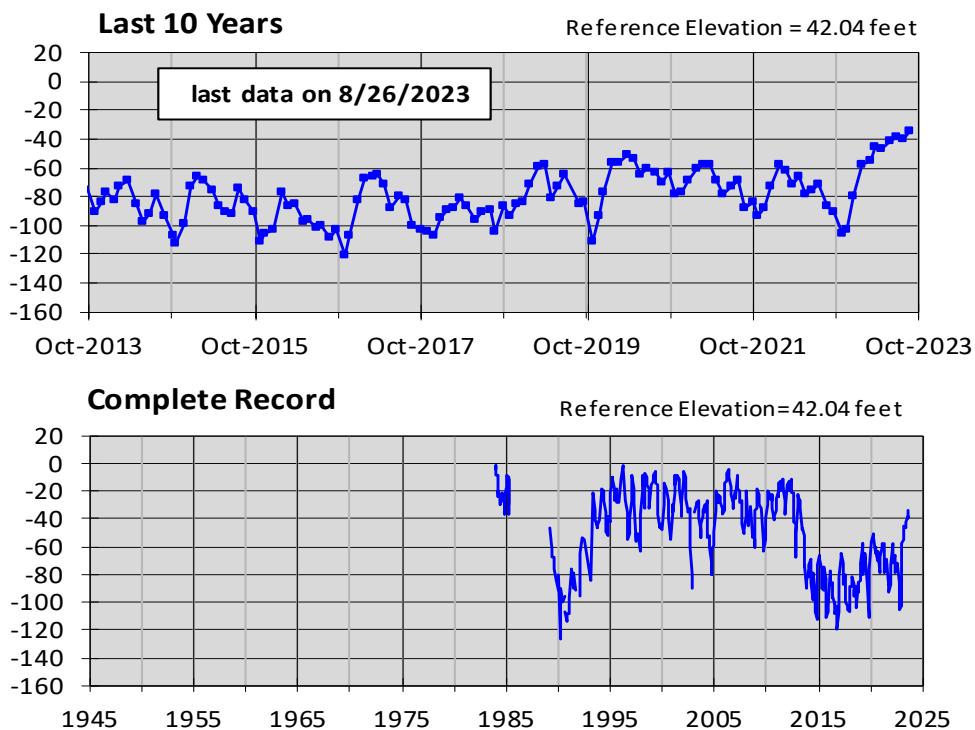


Groundwater Elevation Records – Oxnard Basin

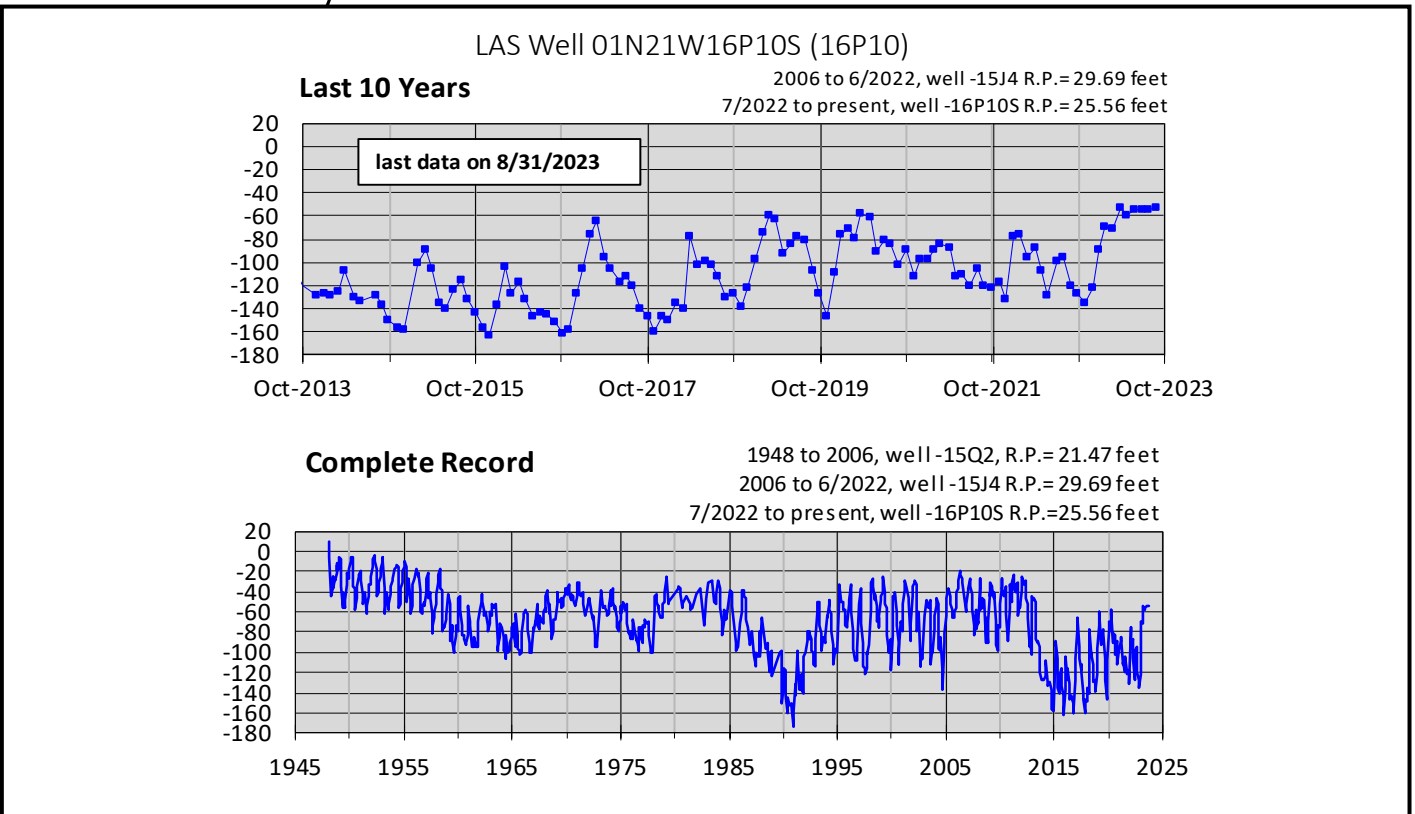
UAS Well 01N22W02A02S (2A2)



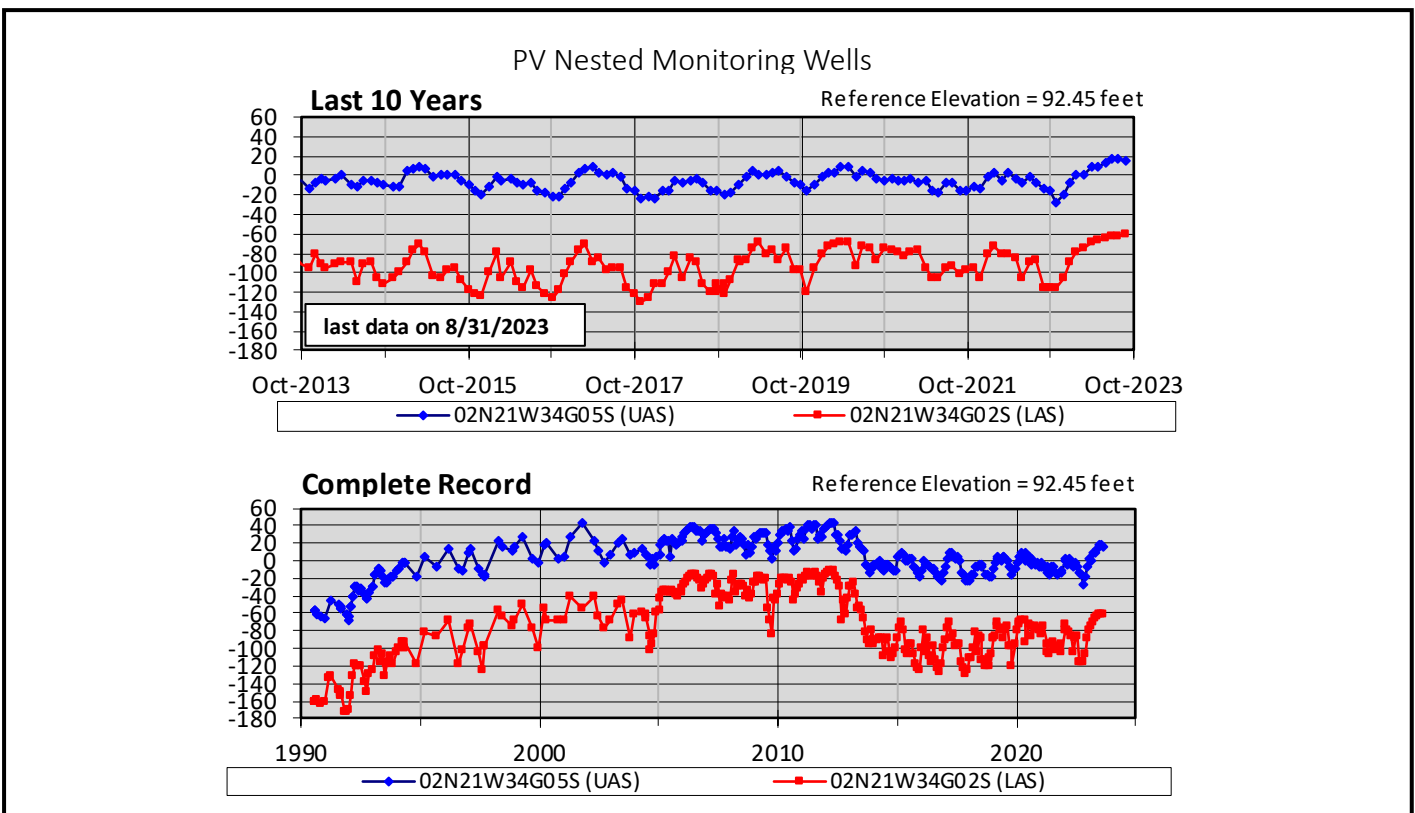
LAS well 01N22W13D03S (13D3)



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

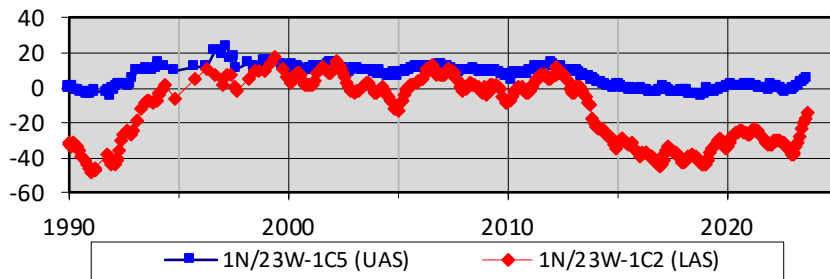


Groundwater Elevation Records – Pleasant Valley Basin

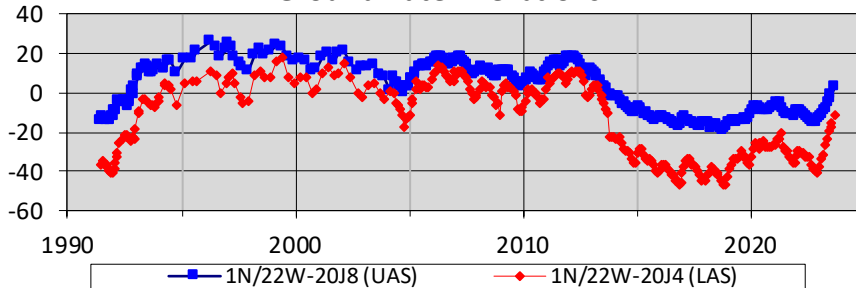


Groundwater Elevation Records – Coastal Nested Monitoring Wells

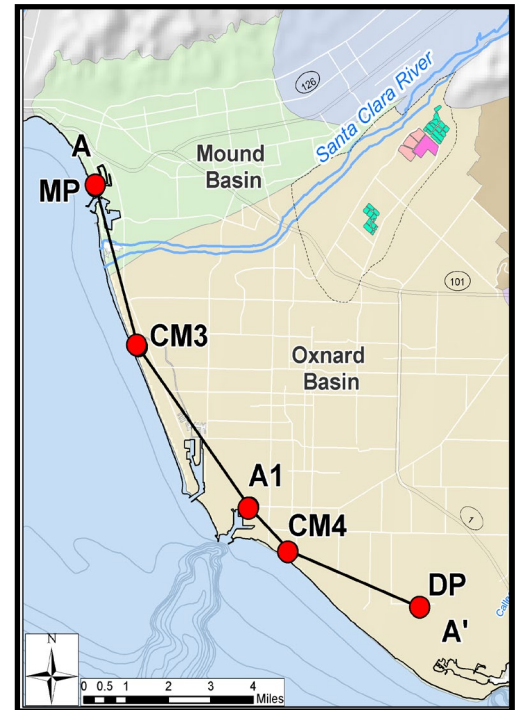
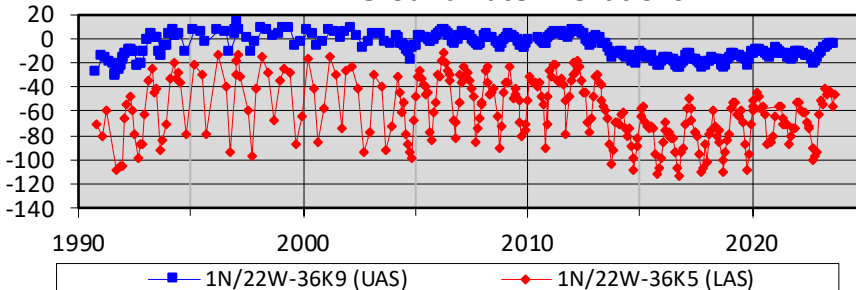
CM3 Groundwater Elevations



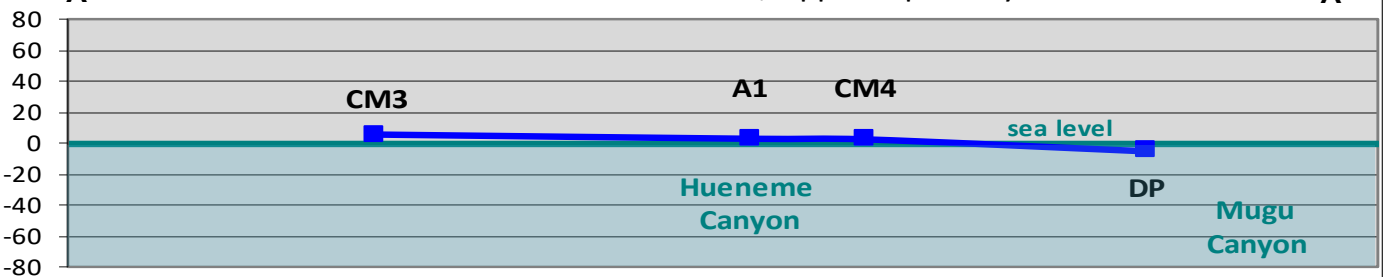
A1 Groundwater Elevations



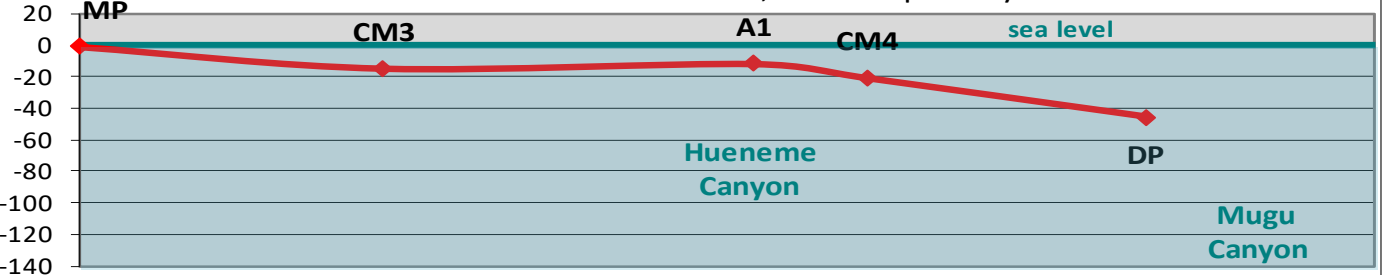
DP Groundwater Elevations



Coastal Groundwater Elevation Transect, Upper Aquifer System



Coastal Groundwater Elevation Transect, Lower Aquifer System



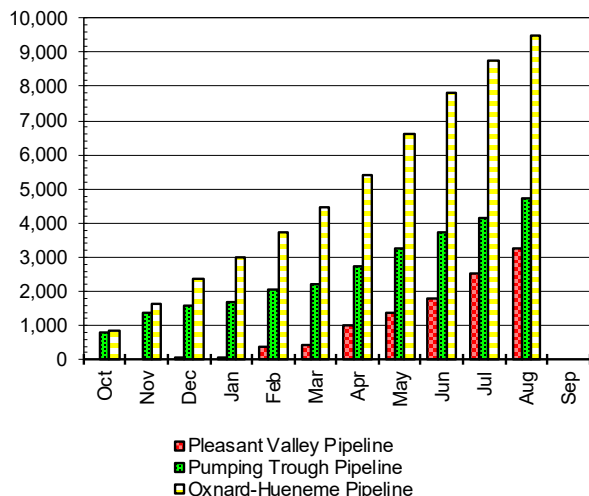
Monthly Water Deliveries, acre-feet (Water Year 2022/23)

	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	766.1	691.1	
PV Pipeline (Saticoy well field)	0.0	0.0	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	766.1	691.1	
PTP (surface water)	0.0	0.0	64.5	143.7	207.7	186.7	507.1	538.9	461.6	414.0	541.0	
PTP (PTP 1-5)	706.9	500.4	145.6	0.0	117.3	9.1	2.2	0.3	6.5	0.0	0.0	
PTP (OH-12/13)	116.5	32.1	0.0	0.0	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	0.0	0.0	
Total PTP	823.4	532.5	210.1	143.7	325.0	195.8	509.3	539.2	468.1	414.0	541.0	
C-customers (surface water)	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	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	942.7	728.4	
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	1,180.1	1,232.1	
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	942.7	728.4	
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	2,122.8	1,960.5	

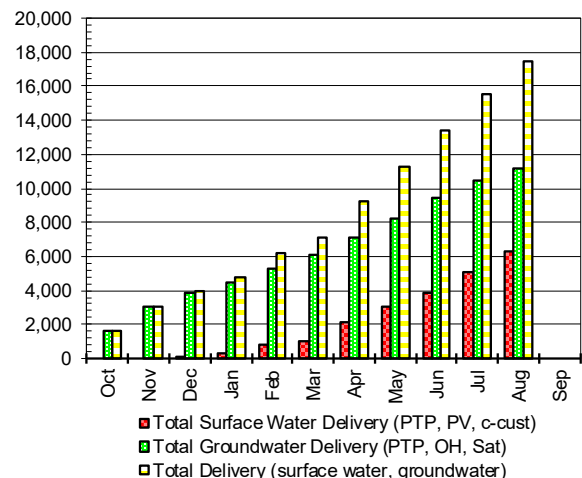
Cumulative Water Deliveries, acre-feet (Water Year 2022/23)

	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	2,543.9	3,235.0	
PV Pipeline (saticoy well field)	0.0	0.0	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	2,543.9	3,235.0	
PTP (surface water)	0.0	0.0	64.5	208.2	415.9	602.6	1,109.7	1,648.6	2,110.2	2,524.2	3,065.2	
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	1,488.3	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	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	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	4,161.1	4,702.1	
C-customers (surface water)	0.0	0.0	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	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	8,779.1	9,507.5	
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	5,068.1	6,300.2	
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	10,416.0	11,144.4	
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	15,484.1	17,444.6	

Cumulative deliveries by system



Cumulative deliveries by source/type



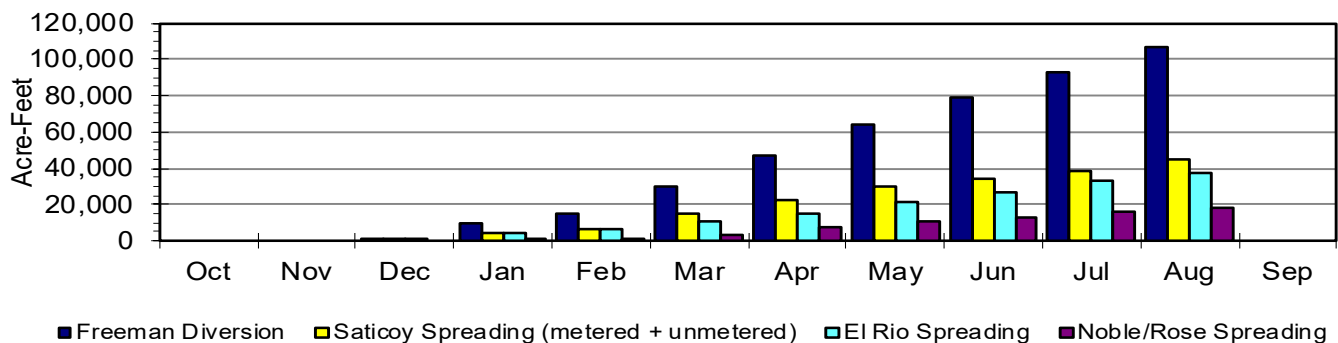
Monthly diversion and recharge totals by facility, 2022/23, in acre-feet

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	27
Jul	0	14,048	3,890	5,986	2,954	38
Aug	0	14,552	6,182	4,387	2,712	39
Sep						

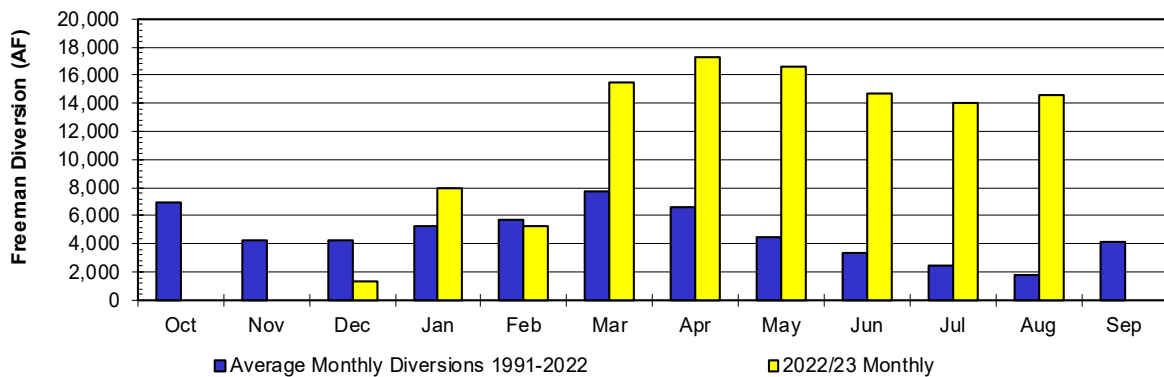
Cumulative diversion and recharge totals by facility, 2022/23, in acre-feet

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	80
Jul	0	92,696	38,554	33,072	15,911	119
Aug	0	107,248	44,736	37,459	18,623	158
Sep						

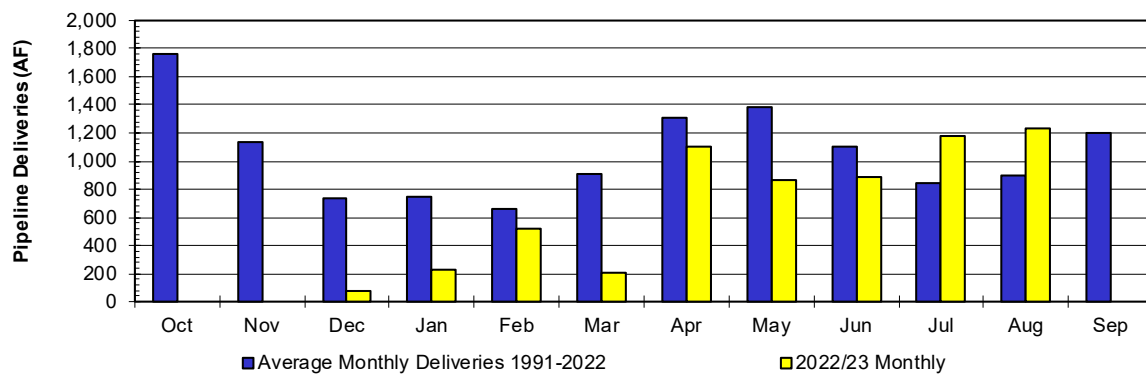
Cumulative diversion at Freeman, and distribution to recharge facilities



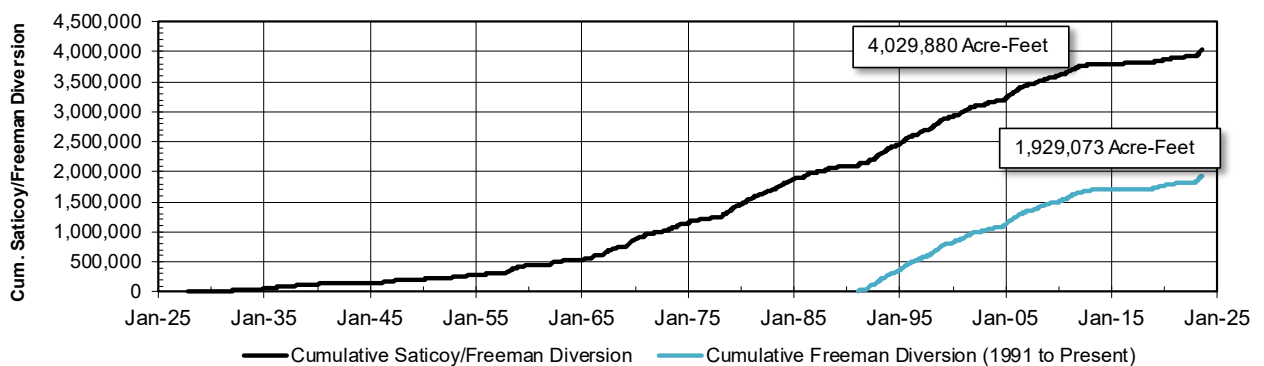
Monthly 2022/23 diversion at Freeman, compared to average monthly diversions (1991-2022)



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

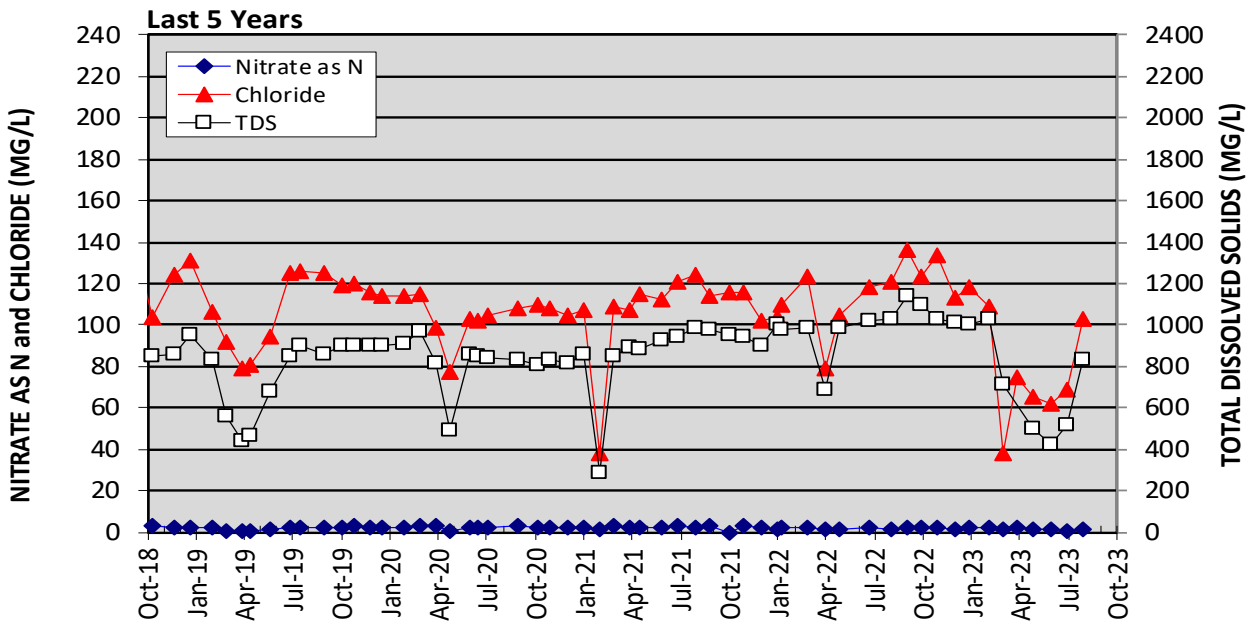


Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet

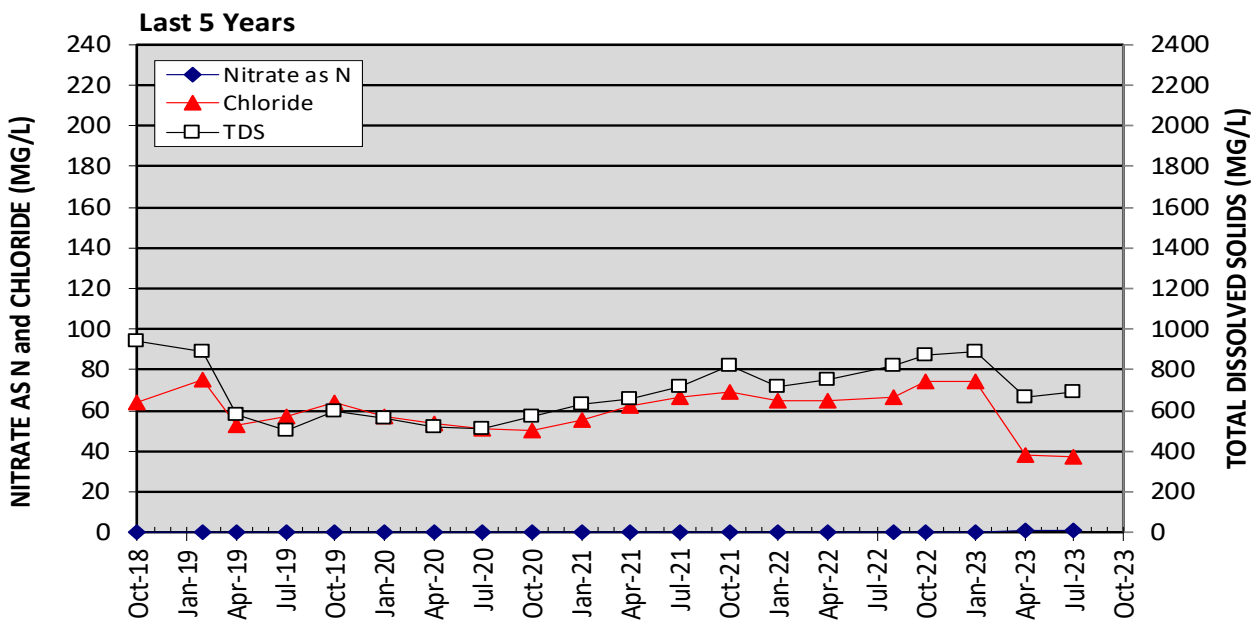


Water Quality

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

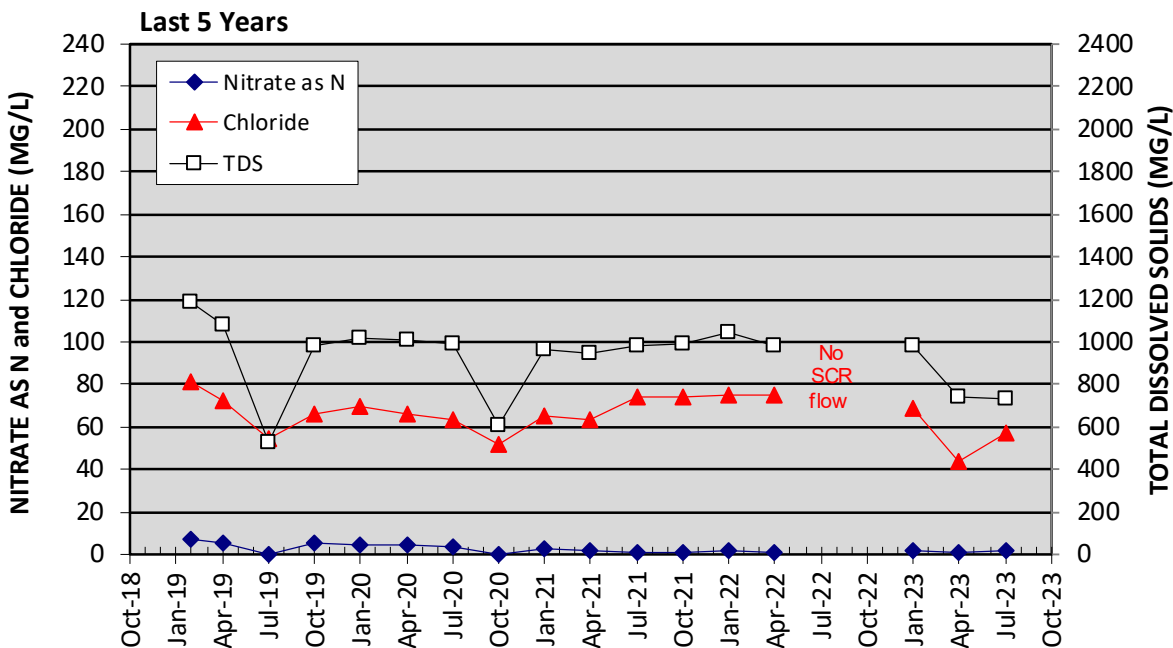


Piru Creek water quality below Santa Felicia Dam

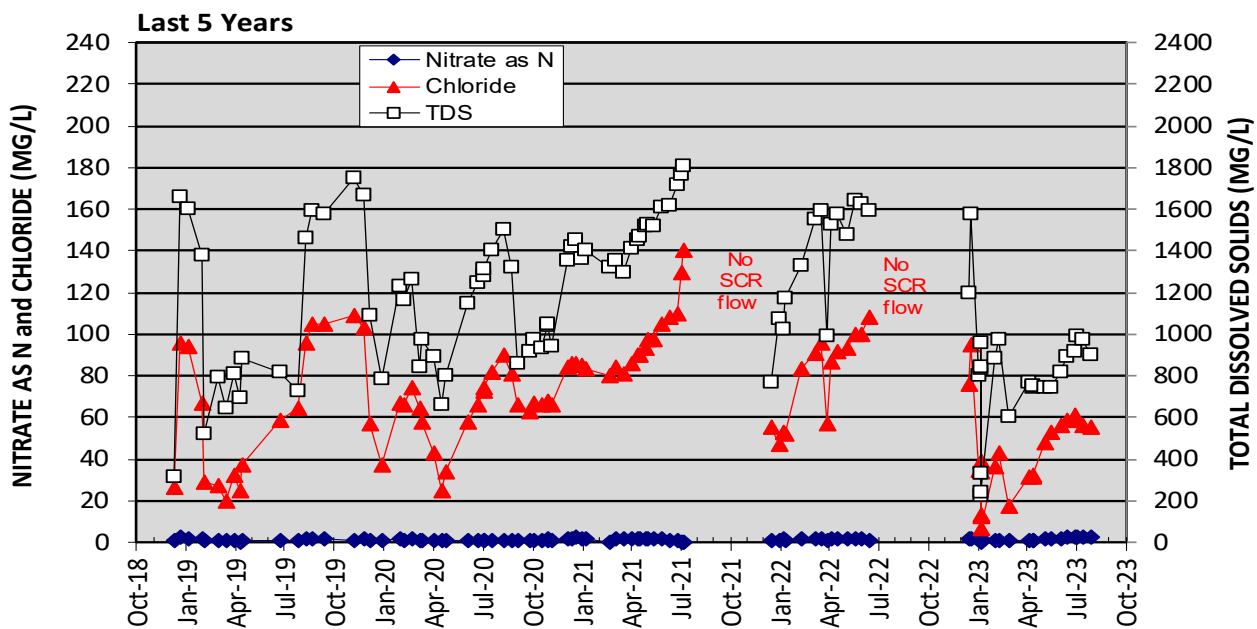


Water Quality

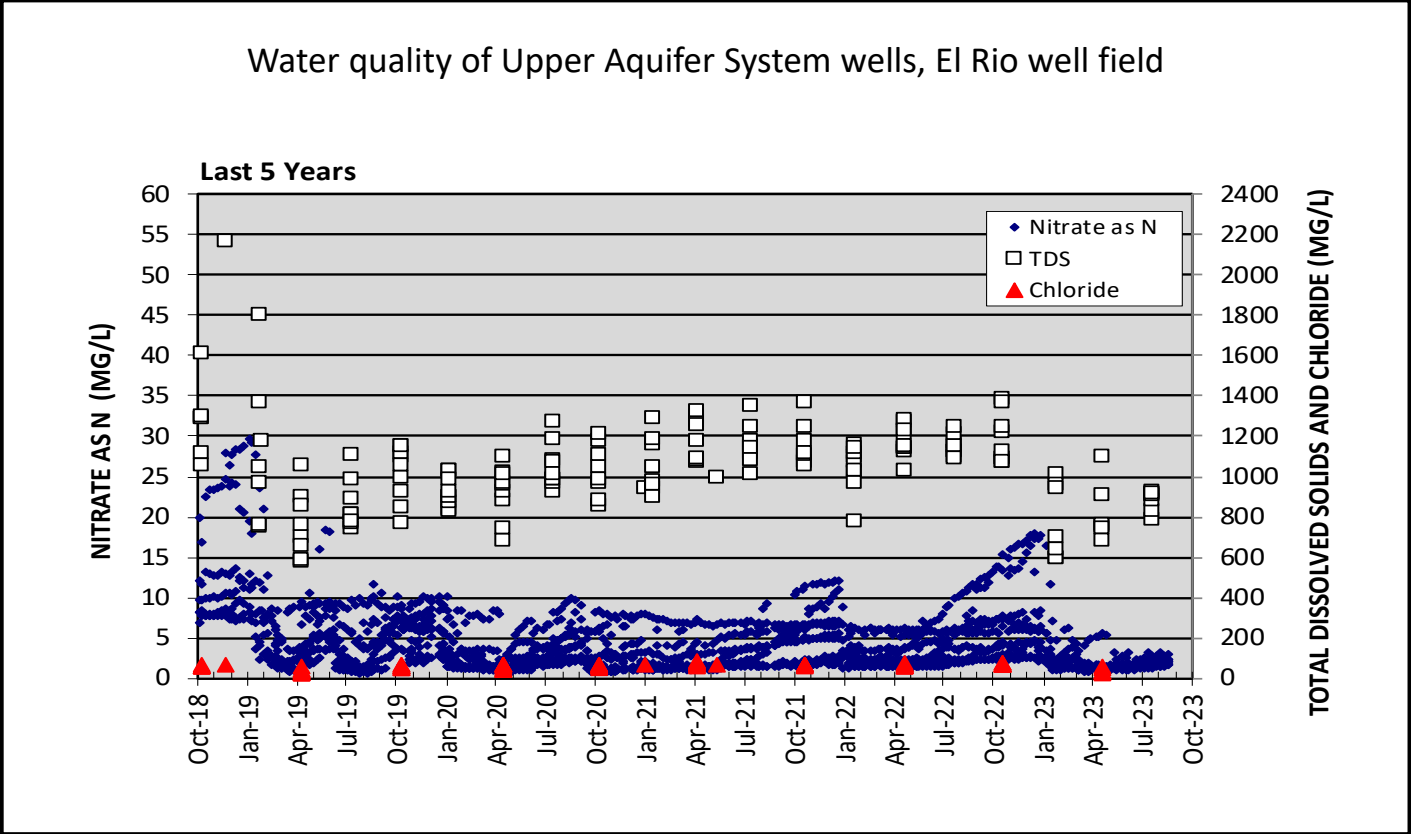
Santa Clara River water quality near Fillmore Fish Hatchery

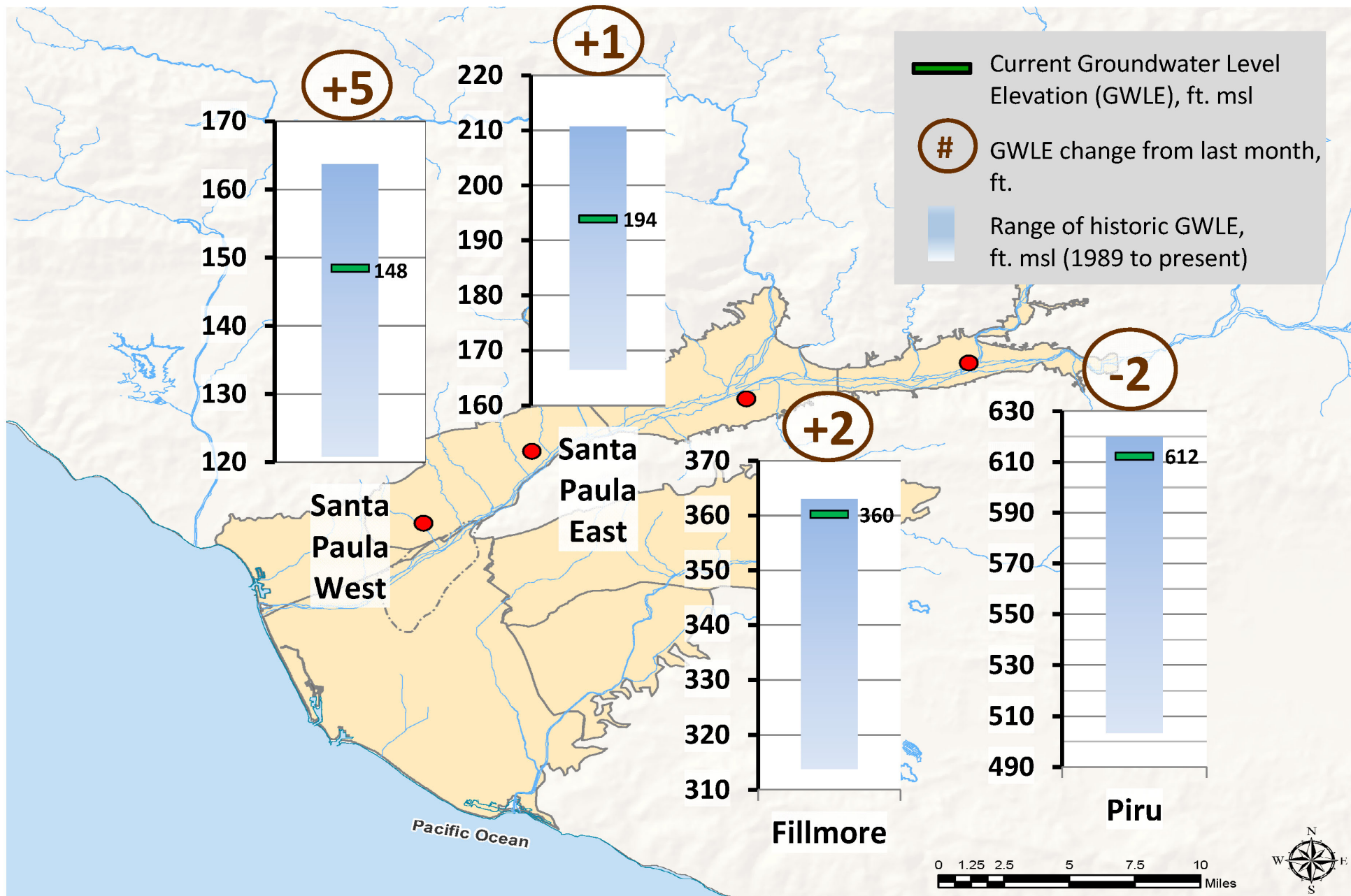


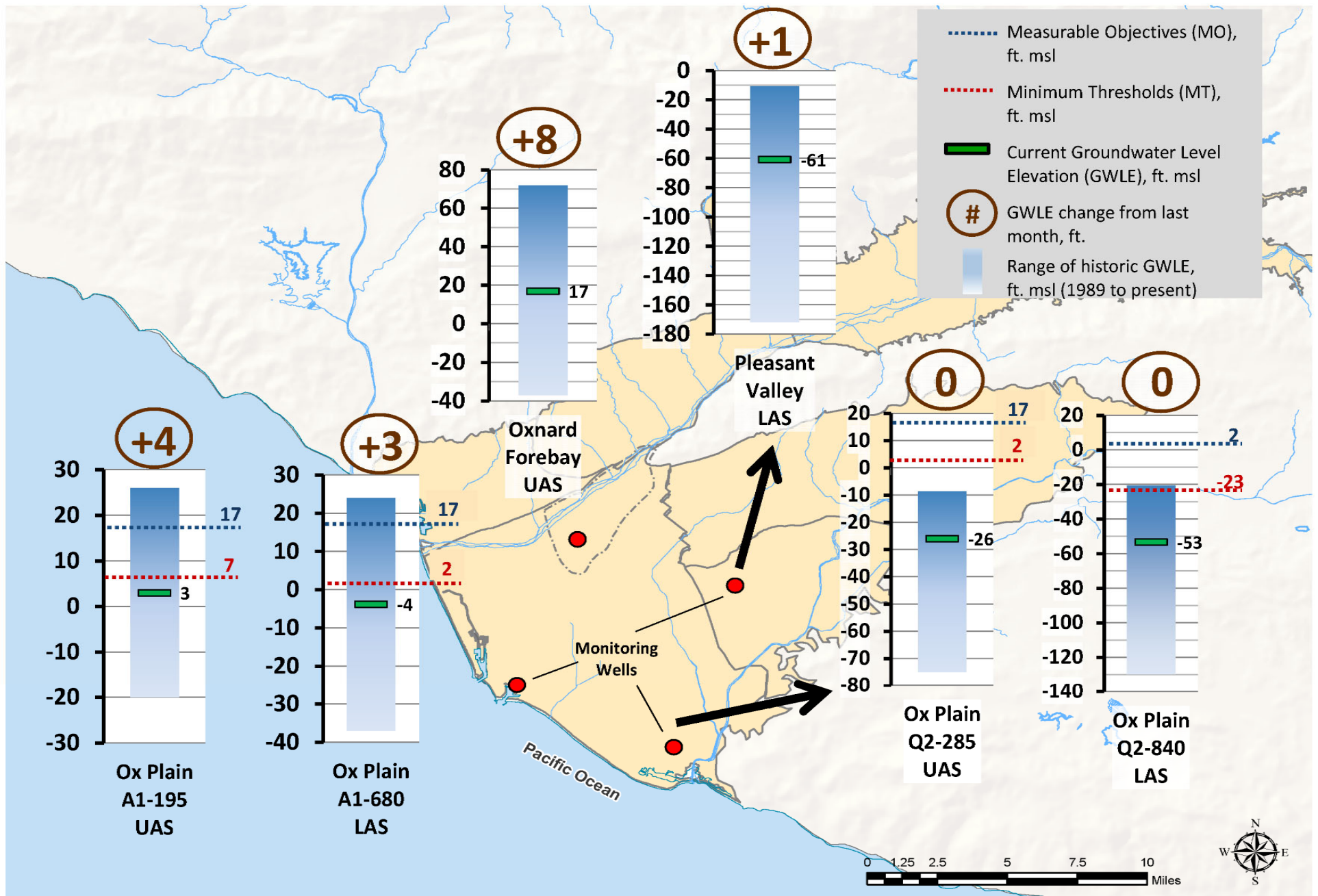
Santa Clara River water quality at Freeman Diversion



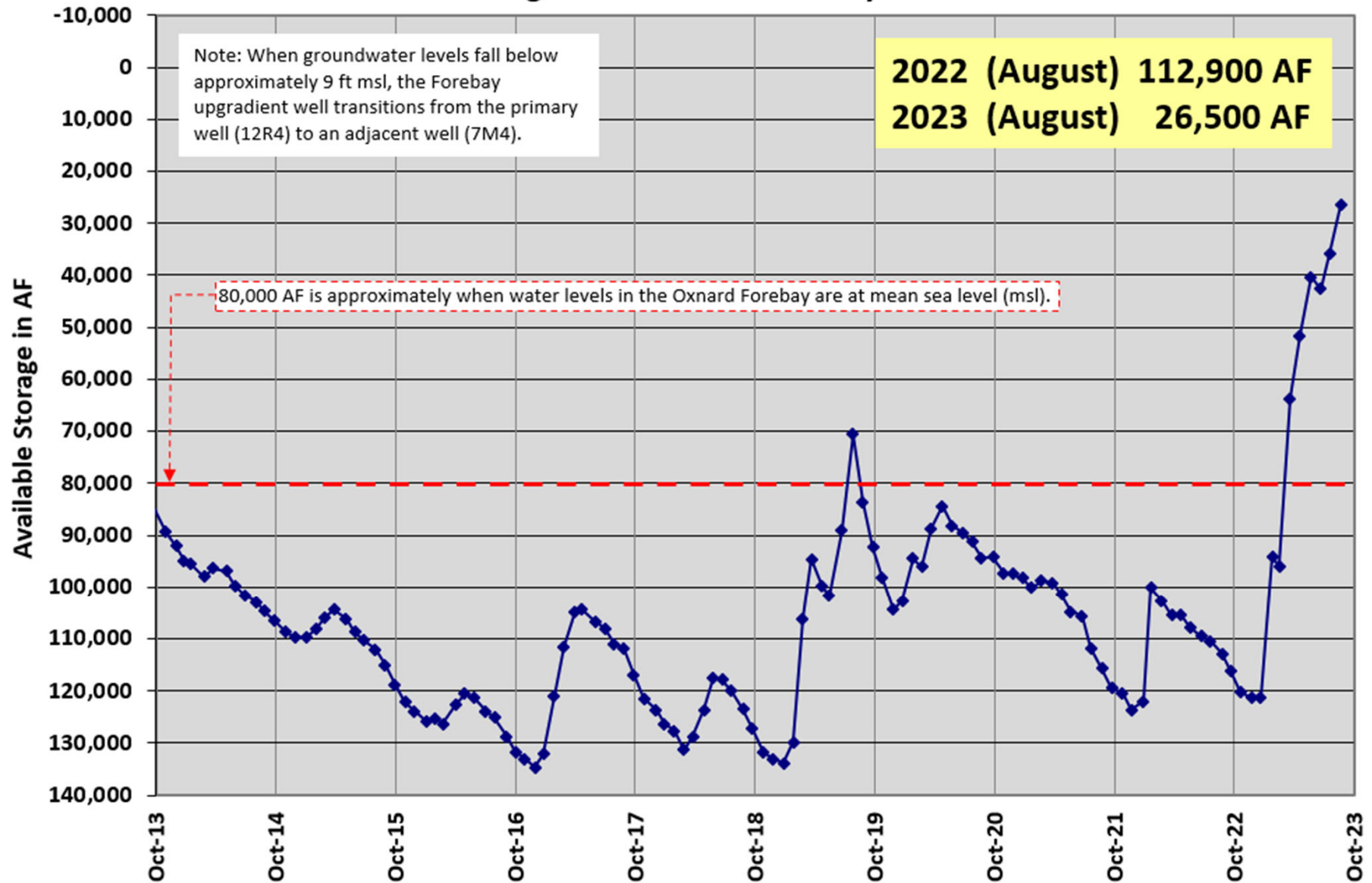
Water Quality

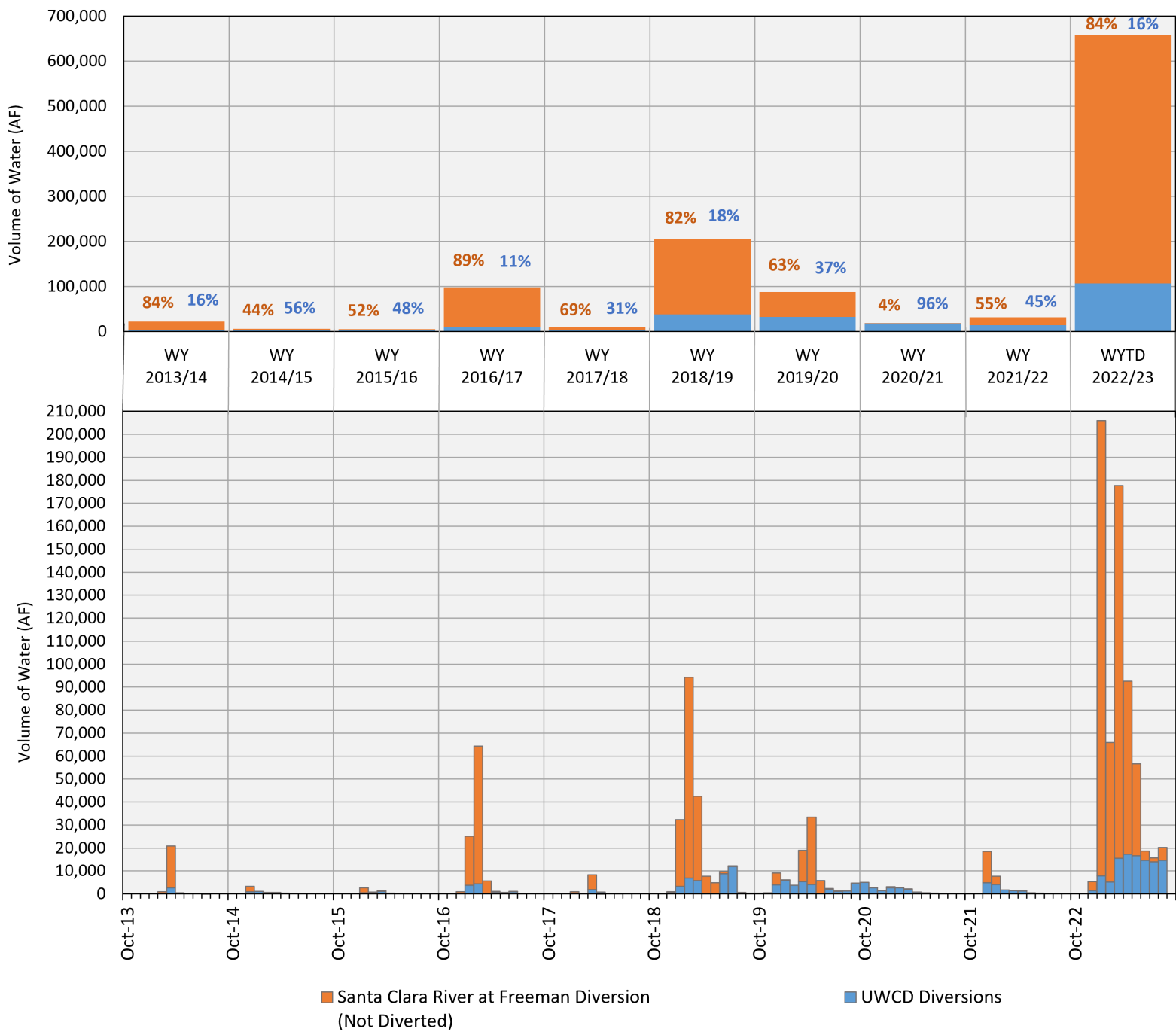






Available Storage in the Oxnard Forebay - Last 10 Years





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: August 31, 2023 (September 13, 2023, meeting)

Agenda Item: 2C. Monthly Investment Report (June 30, 2023)
Information Item

Staff Recommendation:

The Board will review and discuss the most current investment report for June 30, 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:

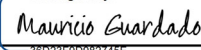
Combined Monthly Investment Report

United Water Conservation District
Monthly Investment Report
June 30, 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	8.14%
Citizens Business Bank	4,910,151	1	11.00%
US Bank - 2020 COP Bond Balance	6,113,344	1	13.70%
Petty Cash	4,400	1	0.01%
County Treasury	1,712	1	0.00%
LAIF Investments	29,958,313	1	67.13%
Total Cash, Cash Equivalents and Securities	44,619,218		100.00%
 Investment Portfolio w/o Trustee Held Funds	 44,619,218		
Trustee Held Funds	-		
Total Funds	44,619,218		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	29,958,313	-	29,958,313
	Interest	Interest	
	Earned YTD	Received YTD	Qtrly Yield
	483,011	540,392	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:

38D23F9D882745E
Mauricio E. Guardado, Jr., General Manager

9/5/2023

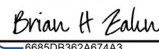
Date Certified

DocuSigned by:

70D59ECF0D8D46E
Anthony Emmert, Assistant General Manager

8/29/2023

Date Certified

DocuSigned by:

6685D9392A874A3
Brian H. Zahn, Chief Financial Officer

8/29/2023

Date Certified

<i>United Water Conservation District</i>			
<i>Cash Position</i>			
June 30, 2023			
Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			Revenue collected for district operations
General/Water Conservation	13,145,578	(150,218)	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		4,751,849	Designated for replacement, capital improvements, and environmental projects
		3,581,947	Supplemental Water Purchase Fund
General CIP Funds	8,757,063	8,757,063	Appropriated for capital projects
2020 COP Bond Funds	6,695,739	6,695,739	Reserved for CIP Projects
Special Revenue Funds:			Revenue collected for a special purpose
State Water Project Funds	7,658,187	7,658,187	Procurement of water/rights from state water project
Enterprise Funds:			Restricted to fund usage
Freeman Fund	1,656,854	1,656,854	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	1,300,150	1,300,150	Appropriated for capital projects
OH Pipeline Fund	(891,597)	(891,597)	Delivery of water to OH customers
OH CIP Fund	2,713,496	2,713,496	Appropriated for capital projects
OH Pipeline Well Replacement Fund	629,317	629,317	Well replacement fund
PV Pipeline Fund	745,603	745,603	Delivery of water to PV customers
PV CIP Fund	235,548	235,548	Appropriated for capital projects
PT Pipeline Fund	1,063,012	1,063,012	Delivery of water to PTP customers
PT CIP Fund	910,270	910,270	Appropriated for capital projects
Total District Cash & Investments	44,619,218	44,619,218	



Staff Report

To: UWCD Board of Directors

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

From: Brian H. Zahn, Chief Financial Officer

Date: August 28, 2023 (September 13, 2023, meeting)

Agenda Item: 2D. FY 2022-23 Third Quarter Financial Report
(July 1, 2022 – March 31, 2023)
Information Item

Staff Recommendation:

The Board will receive and review the FY 2022-23 Third Quarter Financial Report for the period of July 1, 2022, through March 31, 2023.

Discussion:

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

This report represents the first nine months of financial information for District operations for FY 2022-23 (75 percent of the total fiscal year). Included in this report are budget to actual comparisons to date for District revenues, expenditures and water deliveries, as well as discussion of any significant variances. This report is based on unaudited financial data and therefore is subject to revision as staff makes any necessary adjustments that may occur during the year.

While some funds appear to have some savings potential, adjustment recommendations may not be made at this time because the potential savings may be the result of delays in timing and therefore may not materialize.

The following budget modifications are being recommended as of the third quarter review:

- Staff currently offer no recommendations for budget adjustments.

Attachment:

Third Quarter Fiscal Year 2022-2023 Financial Reports



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

August 2, 2023

Board of Directors
United Water Conservation District

Subject: Third Quarter Fiscal Year 2022-2023 Financial Reports

Dear Board Members:

Enclosed for your review are the District's Fiscal Year (FY) 2022-2023 Third Quarter (July 1, 2022 through March 31, 2023) Financial Reports. These reports represent three months of financial information for District operations and three months of CIP updates.

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

- General/Water Conservation Fund
- Recreation and Ranger Activities Sub-fund
- Freeman Fund
- Oxnard/Hueneme Pipeline (OHP) Fund
- Pleasant Valley Pipeline (PVP) Fund
- Pumping Trough Pipeline (PTP) Fund
- State Water Import Fund
- Overhead Fund

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

This report compares the revenues and budget appropriations for the fiscal year-to-date with data to provide the Board and District customers a preliminary financial view (subject to audit adjustments at year-end). The following discussion will provide a summary of the Districts' projected revenues and approved spending plan compared to what actually occurred throughout the fiscal year. It also provides an update on approved and funded capital improvement projects.



OPERATING FUNDS

Narrative and graphical analyses are provided by fund (and the Recreation sub-fund) on the pages following the Capital Improvement Program Status.

CAPITAL IMPROVEMENT PROGRAM STATUS

A one-page summary of the District's current Five-Year Capital Improvement Program appears along with Benchmark Interest Rates as part of Attachment B. As of March 31, 2023, all capital improvement projects (CIP) expenditures are within the total amount appropriated by the Board.

The majority of the CIP's that have been funded are currently underway, either in the planning, design, or construction stages of the project.

- *Well Replacement Program (CIP Project #8000)*
The replacement of Well No. 5 went out to bid in February. The contract for the well drilling construction of the new well, Well No. 20, will be awarded next quarter.
- *Freeman Diversion Expansion (CIP Project #8001)*
Design and physical modeling on two fish passage alternatives, the Hardened Ramp and Vertical Slot, continued to progress. Design Development Reports were delivered to NMFS and CDFW. USBR and the University of Iowa continued their reporting on the operation and stress testing of the physical models. On March 31, 2023, a tornado damaged the 1:24 and 1:12 physical models at the University of Iowa laboratory.
- *Santa Felicia Dam Outlet Works Rehabilitation (CIP Project #8002)*
 - Meetings:
 - Staff conducted bi-weekly progress meetings with GEI Consultants (GEI) to review and discuss the current 90 percent design status.
 - Staff conducted the bi-weekly permitting progress meetings with Catalyst Environmental Solutions (Catalyst) to discuss environmental permitting and license amendment application progress.
 - On February 9, Staff attended the second and third interagency coordination workshop meeting with California Department of Water Resources (DWR) and the Los Angeles Department of Water and Power (LADWP) at the District's Headquarters to discuss DWR and LADWP's capabilities and constraints for diverting and storing outflows to Santa Felicia Dam to reduce risk prior to and during the construction. The workshop allows the agencies to discuss constraints related to diversion, storage, and releases of outflows to Santa Felicia Dam.
 - Design:
 - The 90-percent design efforts continued during this reporting period. Staff reviewed draft Technical Memorandums (TMs) received from GEI and provided comments to be included in the final reports.
 - Staff began planning and preparation of the construction phase of the Outlet Works Improvement Project that is planned to start in July 2024.
 - Environmental Permitting:
 - On January 30, Staff submitted an annual progress report to the State Water Resources Control Board per the 401 Water Quality Certification for the Project.



- On February 21, Staff received the Federal Energy Regulatory Commission (FERC) and the National Marine Fisheries Service (NMFS) comments on the draft Biological Assessment (BA). Staff began preparation of responses in coordination with the District consultants GEI and Catalyst.
- Construction Management:
 - On March 13, 2023, the District issued a Request for Qualifications/Proposals (RFQ/P) for construction management and inspections services related to the Santa Felicia Dam Outlet Works Improvement Project. The District issued the RFQ/P using the online procurement platform BidNet Direct. Fifty-three (53) prospective consultants and subconsultants downloaded the RFQ/P. Questions were received by multiple consultants and responses were issued via addendum. A non-mandatory pre-proposal site visit was held at Santa Felicia Dam on March 23, 2023.
- Loan and Grants:
 - Staff met with the EPA Water Infrastructure Finance Innovation and Act (WIFIA) loan administrative staff on a biweekly basis. the EPA WIFIA loan administrative staff is currently developing a master agreement and a WIFIA loan agreement. The documents are expected to be ready for the District's review in April.
- *Santa Felicia Dam Probable Maximum Flood Containment (CIP Project # 8003)*
 - Meetings:
 - Staff conducted bi-weekly progress meetings with GEI to review and discuss the current 60 percent design status.
 - On January 27, Staff met with FERC to discuss the Inflow Design Flood (IDF) for the Santa Felicia Dam. Staff responded to FERC concerns related to the IDF and discussed the possibility of performing Level 2 Risk Analysis for the SFD Spillway Improvement Project. FERC suggested that the District to consider conducting L2RA to improve risk awareness and preparedness associated with the discharge from the proposed modified spillway.
 - Design:
 - The 60% design efforts continued during this reporting period.
 - Environmental Permitting:
 - The above updates reported for the Outlet Works Improvement Project are also applicable to the Spillway Improvement Project.
 - Loans and Grants:
 - Staff received a Notice of Award for the 2022 High Hazard Potential Dams (HHPD) grant from Department of Water Resources, Division of Flood Management in amount of \$113,750 in funding to support the 60% design structural analysis of the SFD Spillway Improvement Project. The District prepared and submitted Letter of Acceptance to DWR. This grant is currently pending FEMA's approval.
- *Santa Felicia Dam Sediment Management (CIP Project # 8005)*

No updates to report this period.
- *Oxnard Hueneme Pipeline Iron and Manganese Treatment Facility (CIP Project # 8007)*
 - Meetings:
 - Weekly coordination meetings were held between staff and the District's construction manager (HDR, Inc.).



- Weekly construction progress meetings were hosted by HDR and attended by GSE Construction, Taft Electric, Kennedy Jenks Consultants (KJ), and staff.
- GSE Construction has submitted approximately 363 out of a total of 395 submittal packages anticipated for the project. HDR and design engineer (KJ) have provided responses on approximately 358 submittal packages including a requirement to comply with the Buy American Act (BAA).
- GSE Construction has submitted approximately 127 Requests for Information (RFIs) to date. HDR, KJ and the District have been providing responses.
- Thirty-one (31) Change Orders (COs) have been partially or fully executed to date amounting to a net total of \$1,155,205.72. This represents approximately 12.4% 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 \$492,295.50 or 5.3% of the original contract amount is related to all other COs that have resulted in additions or modifications to the original scope of work.
- Two (2) COs have been prepared and are under negotiation and execution with GSE Construction. Six (6) COs have been requested by GSE Construction and are currently under review. The total of all pending CO requests is \$85,468.86.
- District O&M Staff completed the construction of the 20" OF and 8" OF rip-rap aprons on February 22, 2023.
- GSE Construction continued construction of the following:
 - 24" Raw Water Pipeline (RAW)
 - 20" Spent Wash Water (SWW)
 - 24" Filtered Water (FW) Connection
 - 20" Backwash Supply Pipeline (BWS)
 - 18" connections to RAW
 - 14" RAW Bypass Pipeline
 - 12" RAW Flushing Pipelines
 - Backwash Supply Metering Vault
 - 8" Air Supply Pipeline
 - 8" Filter Drain (FD) Pipe
 - 8" Return Wash Water (RWW)
 - 8" Overflow (OF)
 - 4" Utility Water (UW)
 - 3" Chlorine Solution Lines, Double Contained
 - 2.5" Utility Water (UW)
 - 1" Ammonia Solution Lines
 - Various underground sample lines
 - Various underground electrical conduits
 - Various work around Filter Drain Pump Station
 - Filter face piping
 - Filter face piping encasement and concrete slab construction
 - Filter vessel platforms
 - Filter vessel internals



- Laboratory/Electrical/Blower Building
 - Framing for drywall
 - HVAC
 - Interior electrical
 - Special inspections (fire dept., mechanical/electrical/plumbing)
 - Staff prepared a recommendation to the full Board of Directors that it authorize a supplemental appropriation of \$1.5 million for the project.
 - The tentative date for construction completion and implementation is June 21, 2023, (per CO No. 31 which was fully executed on March 21, 2023). A total of thirteen (13) inclement weather days have been counted. GSE's latest monthly schedule update on March 14, 2023, indicated that construction will be completed by July 18, 2023.
- *Freeman Conveyance System Upgrade – Freeman to Ferro Recharge Basin (CIP Project # 8018)*

NHC continued design on the Three Barrel Culvert. For the SGM grant, staff provided a quarterly update.
- *Extraction Barrier and Brackish Water Treatment (CIP Project # 8019)*
 - Meetings:
 - Held weekly internal meetings between Engineering, Environmental, and Water Resources staff to discuss progress on agreements with the Navy, grants, CEQA/NEPA/permitting documentation preparation, preliminary design report preparation, coastal water quality sampling, and groundwater flow modeling.
 - January 12, 2023: Site tour at Naval Base Ventura County (NBVC) Point Mugu with Navy representatives from the local installation and regional offices, District staff and the District's consultants (ESA, KJ). Performed site reconnaissance and discussed proposed Phase 1 infrastructure including:
 - Extraction well sites (five sites in total) and associated pipelines
 - Discharge options into Mugu Lagoon (eight options in total)
 - Proposed treatment plant location (Phase 2 work)
 - Discharge option via pipeline connection to the Calleguas Salinity Management Pipeline (SMP)
 - January 18, 2023: Held a progress meeting with KJ and discussed the discharge alternatives evaluation matrix that is in progress.
 - January 23, 2023: Held a coordination meeting with ESA and discussed activities associated with planned Permitting Charrette with the Navy on February 28 and March 1, 2023.
 - January 24, 2023: Held a budgetary workshop among District staff to discuss current and future fiscal year expenditures and grant pursuits.
 - January 26, 2023: Held a joint meeting with ESA, KJ, and District staff to review discharge alternatives evaluation matrix and discuss Permitting Charrette with the Navy.
 - February 28 and March 1, 2023: Held a monthly progress meeting with the Navy to discuss the planned Permitting Charrette with the Navy.
 - February 6 and March 6, 2023: Progress meetings with ESA consultants to discuss permitting matrix and CEQA/NEPA/permitting strategy.
 - February 15 and March 1, 2023: Progress meetings with KJ consultants to discuss discharge alternatives evaluation and preliminary well design criteria.



- February 23, 2023: Progress meeting with the U.S. Navy to discuss to discuss planned Permitting Charrette on February 28 and March 1, 2023.
- February 28 and March 1, 2023: Permitting Charrette with the U.S. Navy and the District's consultants. Introduced various administrative, planning, environmental, design, permitting, real estate and legal staff and developed organization charts for both agencies. Developed joint goals and objectives. Reviewed the Navy's partnership development process. Provided a presentation of the project progress. Discussed the environmental permitting strategy options and decision-making process, confirmed the required partnership agreements.
- March 1, 2023: Joint progress meeting with ESA and KJ consultants to coordinate and discuss environmental documentation.
- Agreements:
 - Phase 1A License Agreement: This license agreement will enable ingress/egress at NBVC Point Mugu for the District's staff and consultants to conduct preliminary investigations related to design, CEQA and permitting documentation. Final version received from U.S. Navy and was fully executed and February 21, 2023.
 - 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).
- Design:
 - KJ consultants prepared the draft discharge alternatives evaluation matrix including screening criteria, selection of discharge sites and discharge facility types. This included input from ESA consultants on environmental and regulatory considerations.
- CEQA/NEPA/Permits:
 - ESA consultants reviewed water quality data related to the Mugu Lagoon and reviewed general NPDES permit requirements. Additional groundwater sampling data has been requested which is scheduled for March 2023.
 - Discussed key decision points/outcomes for the Permitting Charrette with ESA consultants. Coordinated with environmental attorney on the Project's environmental compliance and permitting strategy.
- Geotech/Hydrogeology:
 - Prepared draft RFQ/P for the "Planning, Design, Construction Oversight, and Related Support Services for up to Twenty (20) Phase 1 Groundwater Monitoring Wells as Part of Extraction Barrier and Brackish Water Treatment Project at Naval Base Ventura County-Point Mugu."
- Grants:
 - Phase 1 Extraction Barrier Project, Prop 1 Round 3 Ground Water Grant Program (GWGP), State Water Resources Control Board (SWRCB): Received notification from Division of Financial Assistance (DFA) that the Phase 1 project was approved for \$8,449,062 in grant funds.
 - Monitoring Wells: Sustainable Groundwater Management (SGM) Grant Program, Progress Report, and Invoice No. 2 prepared.
- CEQA/NEPA: Professional Services Agreement with ESA fully executed on December 20, 2022.
- Design: Professional Services Agreement with KJ consultants fully executed on December 19, 2022.



- *Rice Ave. Overpass PTP (CIP Project # 8021)*
No updates to report this period.
- *PTP Metering Improvement Project (CIP Project # 8022)*
 - Total number of meters installed: 41 of 60 or 68.3% complete.
 - An additional four (4) meter installations are planned by early 2023.
 - Easement acquisition completion: 24 of 40 obtained or 60% complete.
 - An additional four (4) utility easement deeds have been signed by the property owner (Turnout Nos. 102, 103, 105, 123) pending execution by the General Manager and recording by the County of Ventura.
 - Amendment No. 1 with Hamner, Jewell & Associates in the amount of \$12,850 was fully executed on February 9, 2023, to complete all easement acquisition services. This increases the overall contract amount to \$297,085 which has been in effect since May 23, 2019.
 - On December 2, 2022, staff met with Hamner, Jewell & Associates (HJA) to discuss the progress of easement acquisition services.
 - On December 6, 2022, staff met internally to discuss the progress of the easement acquisition which HJA is performing for the District and the planned installation for turnouts that have received easements.
 - On December 6 and 21, 2022, staff held calls with the property owner at PTP Turnout No. 122 who has not used a significant amount of water since 2010. The property owner indicated their desire to terminate the service, but a follow up action will be taken after a formal request for service termination is received by the property owner.
 - The landowner at Turnout #122 has not agreed to provide an easement to the District and has requested to discontinue the water delivery service through this turnout to his property.
 - Turnout #154, who previously declined in a letter to sign the easement deed, has agreed to an on-site meeting with the District and Reiter Brothers staff.
 - Turnout No. 106 was installed and operation on February 2, 2023.
 - Turnout No. 122 was removed, capped, and abandoned in place per the property owner's request.
 - Battery and solar panel thefts are on the rise at some locations. District staff are taking measures to secure this equipment.
 - Turnout No. 154, who previously declined in a letter to sign the easement deed, has agreed to an on-site meeting with the District and Reiter Brothers staff.
- *State Water Interconnection (CIP Project # 8025)*
No updates to report this period.
- *Replace El-Rio Trailer (CIP Project # 8028)*
 - Project continues through the permit phase.
 - Construction projected for Q1 2023-24
- *Lake Piru Campground Electrical System Upgrade (CIP Project # 8034)*
 - Edison evaluation of the SCE site of service is complete.
 - Edison design was initiated and approved in April/May in the amount of \$2,000.00.
 - Phase 2 of the process will begin next fiscal year.



- *Emergency Power Supply for UWCD Drinking Water Treatment and Supply Facilities related to CIP Projects # 8033, 8037, 8039)*
No updates to report this period.
- *Asset Management System/CMMS System (CIP Project # 8041)*
No updates to report this period.
- *PTP Recycled Water Connection – Laguna Road Pipeline (CIP Project # 8043)*
 - Meetings:
 - On February 10, 2023, staff attended a coordination meeting with Pleasant Valley County Water District (PVCWD) to discuss the draft Agreement outlines and design concerns after completion of the preliminary design phase.
 - Staff prepared draft agreement outlines with PVCWD and submitted it to PVCWD for review.
 - Design:
 - The preliminary design phase was completed for this project. On January 20, 2023, staff received the final Preliminary Design Report (PDR) from KJ.
 - Staff received and reviewed a copy of PVCWD Preliminary Design Report.
 - Grants:
 - Staff prepared and submitted two (2) quarterly progress reports for the Sustainable Groundwater Management Act (SGMA) grant for the period of October 1 through December 31, 2022, and January 1 through March 31, 2023.
- *SCADA Hardware Update (CIP Project # 8046)*
No updates to report this period.
- *Lake Piru Recreation Area Pavement Maintenance Program (CIP Project # 8047)*
 - This project was completed in May of 2023.
 - Areas of work included:
 - Lower Olive Grove Campground
 - Middle Olive Grove Campground
 - Entry to marina (in front of Ranger Station)
- *Condor Improvement Project (CIP Project # 8048)*
No updates to report this period.
- *Security Gate Upgrade (CIP Project # 8050)*
The project installation is completed and integrated with the existing security system. IT is in the process of finalizing the intercom on the networking side.
- *SCADA Continuous Threat Detection System (CIP Project # 8052)*
Server Equipment has arrived, Vendor preconfigured the server for a remote deployment. Server equipment has been racked and mounted. A Rockwell technician is scheduled in June for a 2-day visit to finalize the installation of the continuous threat detection system. The system will go through a few months of training and adjustments before Rockwell closes out the project.



- *Main Supply Pipeline Sodium Hypochlorite Injection (CIP Project # 8053)*
There are no updates to report this quarter.
- *Lake Piru Campground and Recreation Area Renovations (CIP Project # 8055)*
 - Assessment completed of the Lake Piru Water Treatment Facility in the amount of approximately \$100,000.
 - Phase 1 of the draft Lake Piru Facilities Improvement Plan Preferred Alternative was completed during this fiscal year to include the following:
 - Ten percent (10%) design of preferred alternative two
 - Assessment of water and wastewater utilities
 - Evaluation of costs and revenues
 - Assessment and development of new facilities
 - Completed a cost benefit analysis
- *OHP Low-Flow Upgrades (CIP Project # 8056)*
No updates to report this period.

CASH POSITION AND INVESTMENTS OF THE DISTRICT

As of March 31, 2023, the District had a total of \$49.5M in cash and investments. As noted in the cash position report, some of the District's resources are readily available for use while other funds have restrictions that limit how they can be used. The District must adhere to any legal, bond or contractual restrictions placed on funds. However, some restrictions are based on Board designations and can be redirected for other uses if the Board so determines.

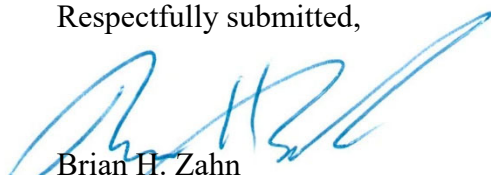
The District's cash, cash equivalents and securities held in the various accounts as compared to the prior year are as follows:

	Mar-23	Mar-22
Bank of Sierra	\$ 1,671,279	\$ 2,581,592
Citizens Business Bank	\$ 2,409,545	\$ -
County Treasury	\$ 1,712	\$ 1,644
LAIF Investment	\$ 35,241,746	\$ 28,895,890
Petty Cash	\$ 4,400	\$ 3,400
US Bank - 2020 COP Bond Balance	\$ 10,121,506	\$ 19,006,645
Total	\$ 49,450,188	\$ 50,489,171

The only current restriction is the \$10.1M for CIP projects in the 2020 COP Bonds. Any restrictions on the remaining \$ 39.4M are listed in the Investment report.

If you have any questions regarding this report on the financial position, please let me know.

Respectfully submitted,



Brian H. Zahn
Chief Financial Officer

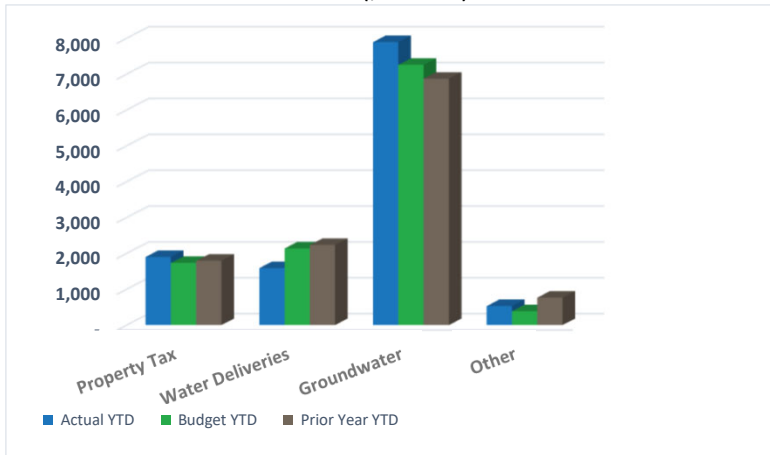
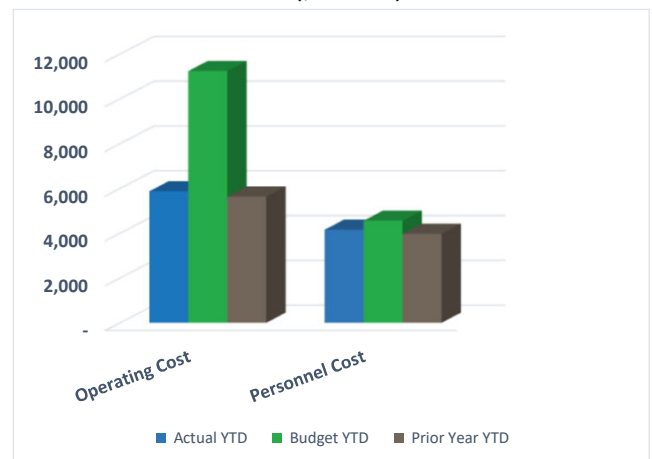
FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

General/Water Conservation Fund

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Water Delivery	1,587	2,136	(548)	-26%	2,236	(648)	-29%
Groundwater	7,892	7,256	636	9%	6,871	1,022	15%
Supplemental Water	0	0	0	0%	0	0	0%
Property Taxes	1,899	1,734	165	10%	1,794	105	6%
Earnings on Investments	456	82	374	459%	34	422	1249%
Other	1,066	1,072	(6)	-1%	966	100	10%
Transfers in	5	0	5	0%	0	5	0%
Total Revenues	12,906	12,279	627	5%	11,900	1,006	8%
Expenses							
Personnel Costs	4,159	4,561	(402)	-9%	3,974	185	5%
Operating Expenditures	5,874	11,241	(5,366)	-48%	5,635	239	4%
Capital Outlay	150	232	(81)	-35%	386	(236)	-61%
Transfers out	8,980	8,900	80	1%	2,470	6,510	264%
Total Expenses	19,164	24,933	(5,770)	-23%	12,466	6,698	54%
Net Surplus / (Shortfall)	(6,258)	(12,654)	6,397	-51%	(566)	(5,692)	1006%

 Revenues
(\$ thousands)

 Expenses
(\$ thousands)

Revenue Status vs. Budget

- Revenue received through Third Quarter is \$12.9M, \$627K (5%) above Plan. Earnings on Investments \$374K above Plan due to GAAP market value adjustment to LAIF in addition to increase in rate of return. Grant Revenue higher \$93K due to Brackish Water Treatment Grant. Property Taxes received from County of Ventura \$165K higher than budget. Some Property taxes are budgeted over 12 months and most property taxes are paid at the beginning of December and April.
- The increase in Non-Operating Revenues are offset by Pipeline deliveries \$548K lower than Plan (3,409 AF less delivered for three pipelines combined) and Groundwater customer miscellaneous adjustments \$68K. Lake Piru revenue lower \$99K budget due to decrease in reservation fees due to rainy weather.

Revenue Status vs. Prior Year

- Third Quarter Revenue \$1M (8%) higher than Prior Year.
- Earnings on Investments \$422K higher due to GAAP market value adjustment to LAIF. Contributing to the increase is higher grant revenue \$93K.
- Offsetting the increase are lower Pipeline deliveries \$648K (4,633 AF less delivered than Prior Year)

FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

General/Water Conservation Fund - Continued

Appropriation/Expenditure Status vs. Budget

- Total Expenditures were \$5.8M (23%) under Plan primarily due to Operating Expenditures \$5.4M under budget. Professional Fees\$3M savings from under-utilized Admin and Finance consulting budget, FERC – Fish Passage and CESA Fisheries timing difference of invoices. Overhead costs \$970K under due to timing difference. Maintenance \$280K under due to emergency funds not being needed in Third Quarter. Travel \$139K under due to under-utilized out of town or out of state trainings, conferences, and seminars. Savings in Office Expense \$78K and Miscellaneous \$103K expected to be fully utilized by the end of the fiscal year. Principal payments\$455K due to 2020 COP Payments budgeted as expense but paid to liability. Interest expense \$586K due to 2020 COP Payments budgeted in Fund 710 which is the fund used for long term liabilities. Contributing to the variance is Salaries and Benefits \$402K under budget due to vacant Park Ranger Cadet, Field Technician, and Park Ranger Assistants.
- Savings slightly offset by overrun in Insurance Premiums \$267K and Permits and Licenses \$22K.

Appropriation/Expenditure Status vs. Prior Year

- Expenditures are \$6.7M (54%) higher than Prior Year, primarily due CIP transfers \$6.5M for the Brackish Water Treatment and Lake Piru Renovation Projects. Salaries and Benefits were up \$185K Board Approved 2% COLA increase, annual merit increases, and new Reservations Coordinator position at the Lake. Professional Fee were also up \$254K.
- Offsetting these increases were lower Capital Outlay expenditures \$236K due to the purchase of the SLR excavator in Prior Year.

Fund Balance

- The projected ending undesignated working capital balance at the end of FY 22-23 is approximately \$18M.
- The District's reserve policy requires a \$4 - \$5 million minimum undesignated balance which is expected to be met. If the expected expenditures are realized, the fund is expected to finish the year within the District anticipated reserves.

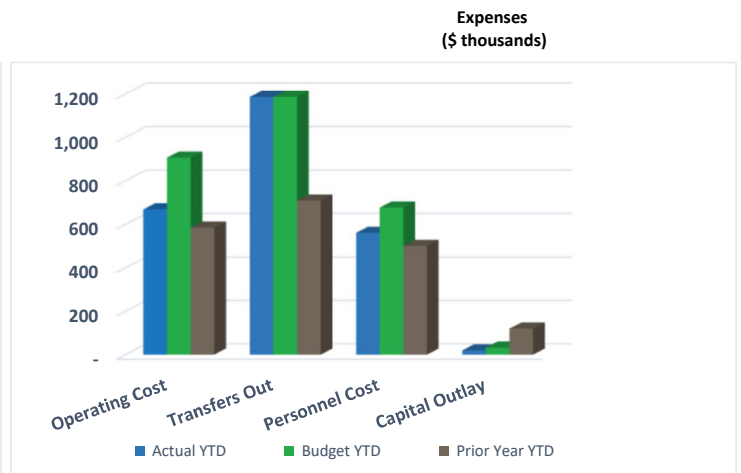
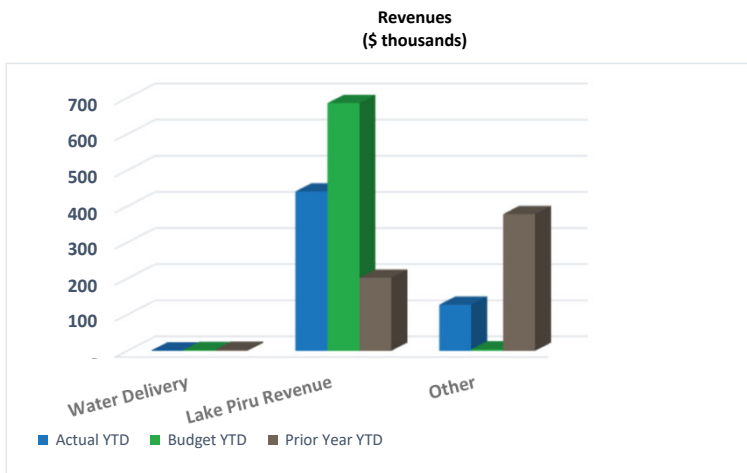
FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

Recreation Sub-Fund

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Water Delivery	1	2	(1)	-61%	3	(2)	-72%
Earnings on Investments	0	0	0	0%	0	0	0%
Lake Piru Revenue	441	686	(245)		202	239	0%
Other	128	4	124	3055%	379	(251)	-66%
Total Revenues	570	692	(122)	-18%	584	(14)	-2%
Expenses							
Personnel Costs	561	676	(116)	-17%	500	61	12%
Operating Expenditures	668	907	(238)	-26%	584	84	14%
Capital Outlay	20	32	(13)	-39%	120	(100)	-84%
Transfers out	1,186	1,186	0	0%	709	478	67%
Total Expenses	2,435	2,802	(367)	-13%	1,912	522	27%
Net Surplus / (Shortfall)	(1,865)	(2,109)	244	-12%	(1,328)	(536)	40%


Revenue Status vs. Budget

- Operational Revenue received through Third Quarter below Budget by \$122K (18%) due to lower Day Use, Camping, Boating fees and reservations. This may be attributable to the rainy weather from December to March.

Revenue Status vs. Prior Year

- Third Quarter Operational Revenue \$14K lower due to lower Filming Fees and reservations in the Current Year.

Appropriation/Expenditure Status vs. Budget

- Total expenditures \$367K (13%) under Budget primarily due to Operating Expenditures \$238K. Professional Fees \$39K under due to under-utilized Marketing and Advertising fees. Office Expense \$27K, Small Tools \$13K, Maintenance \$78K due to emergency funds not being needed in Q3 but expected to be fully utilized by end of the fiscal year.
- Contributing to the variance is Salaries and Benefits \$116K due to vacant Park Ranger Cadet and Park Ranger Assistants positions.
- Savings is partially offset by increase in Insurance Premiums \$20K.

Appropriation/Expenditure Status vs. Prior Year

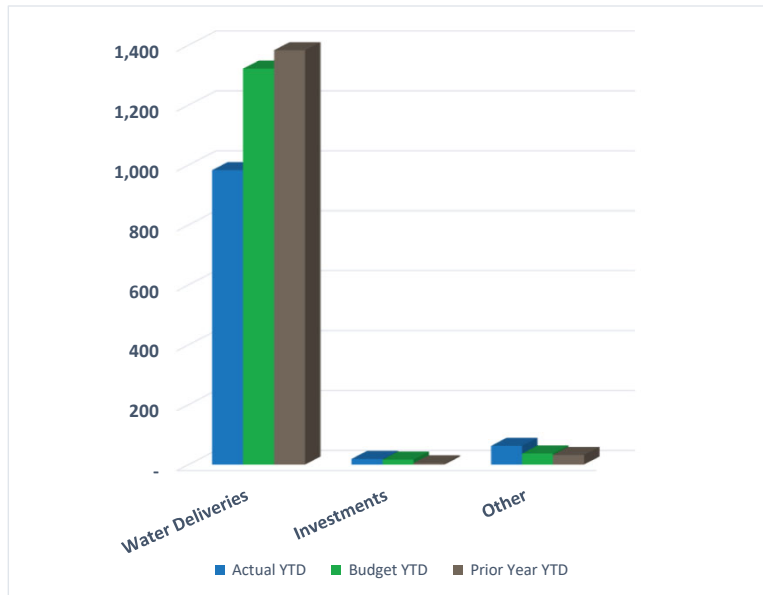
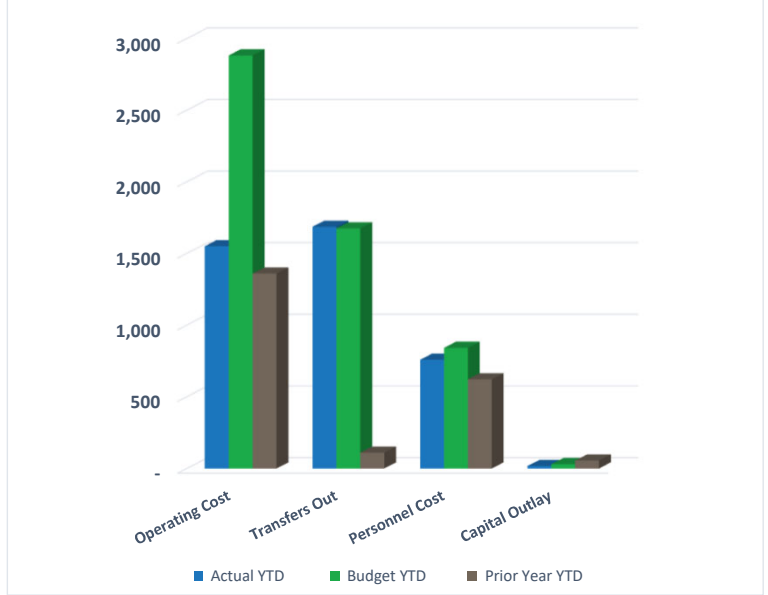
- Expenditures are \$522K (27%) higher than Prior Year primarily due to CIP Transfers Out \$478K over PY for the Lake Piru Campground and Recreation Area Renovations. Contributing to the variance is higher Salaries and Benefits \$61K due to the Board Approved 2% COLA increase and annual merits increases.
- Increase slightly offset by a decrease in Capital Outlay \$100K due to the Side by Side vehicle purchased in Prior Year. Professional fees lower \$35K due to timing difference.

FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed
Freeman Diversion Fund (Zone B)

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Groundwater	2,530	2,283	247		1,970	561	28%
Water Delivery	983	1,321	(339)	-26%	1,383	(400)	-29%
Earnings on Investments	19	17	2	13%	4	14	318%
Other	76	37	39	108%	77	(1)	-2%
Transfers in	86	0	86	0%	0	86	0%
Total Revenues	3,693	3,658	36	1%	3,434	259	8%
Expenses							
Personnel Costs	758	842	(83)	-10%	622	137	22%
Operating Expenditures	1,550	2,883	(1,333)	-46%	1,359	191	14%
Capital Outlay	17	30	(13)	0%	56	(39)	
Transfers out	1,686	1,675	11	1%	111	1,575	1424%
Total Expenses	4,011	5,429	(1,418)	-26%	2,148	1,864	87%
Net Surplus / (Shortfall)	(318)	(1,771)	1,453	-82%	1,287	(1,605)	-125%

 Revenues
(\$ thousands)

 Expenses
(\$ thousands)

Revenue Status vs. Budget

- Revenue received through Q3 \$3.7M, down \$36K (1%) primarily due to lower Pipeline deliveries \$339K which was 2,647 AF under Plan for OH Pipeline

Revenue Status vs. Prior Year

- Current Year higher by \$259K. The increase is primarily due to higher Groundwater revenue \$561K higher than Prior Year but slightly offset by lower Pipeline deliveries \$400K which was 3,707 AF less than Prior Year.

FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

Freeman Diversion Fund (Zone B) - continued***Appropriation/Expenditure Status vs. Budget***

- Total expenditures through Third Quarter are \$4M, which is \$1.4M (26%) below Plan. Savings is primarily due to Operating Expenditures of \$1.3M primarily due to under-utilized Environmental Services Legal Fees \$847K. Contributing to the variance are Overhead costs \$277K under budget due to timing difference. Salaries and Benefits \$83K due to vacant Principal Environmental Scientist for majority of Q1 and Field Technician positions. Maintenance \$90K due to emergency funds not being needed in Q3. Permits \$95K due to timing differences. Principal payments \$133K due to 2020 COP payments budgeted as expense but paid directly to liability.
- Savings is partially offset by increase in Insurance Premiums \$82K and Interest Expenses \$111K due to payments higher than originally allocated amount.

Appropriation/Expenditure Status vs. Prior Year

- Total Expenditures are \$1.9M higher than Prior Year. The variance is largely due to higher CIP Transfers Out \$1.6M due to Freeman Diversion. Contributing to the variance is higher Operating Expenditures \$191K primarily due to higher professional fees and insurance expense. Interest expense \$31K higher due to 2020 COP Bond allocated to Freeman in Current year. Also Salaries and Benefits \$137K higher than PY due to Board approved 2% COLA increase and annual merit increases.
- Slightly offsetting the decrease is Capital Outlay \$39K due to the SLR Excavator purchased in Prior Year.

Fund Balance

- The projected ending undesignated working capital balance at the end of FY 22-23 is approximately \$605K. The District's reserve policy requires an undesignated balance of \$1.5M.

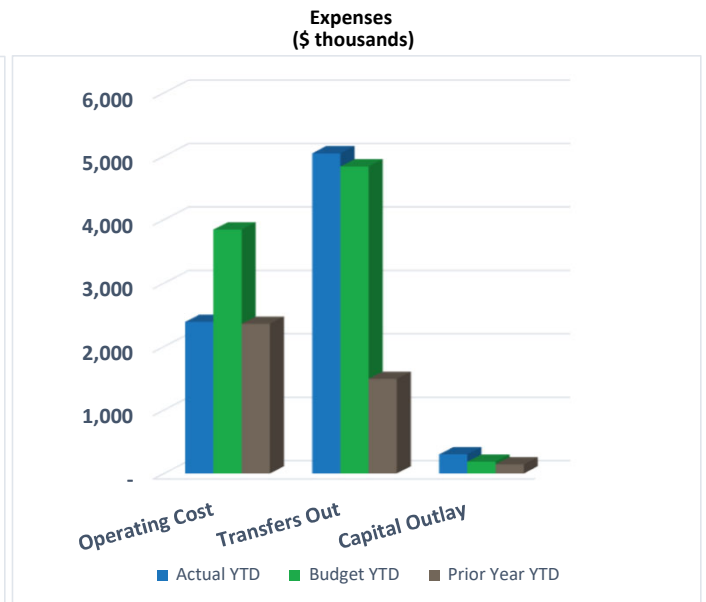
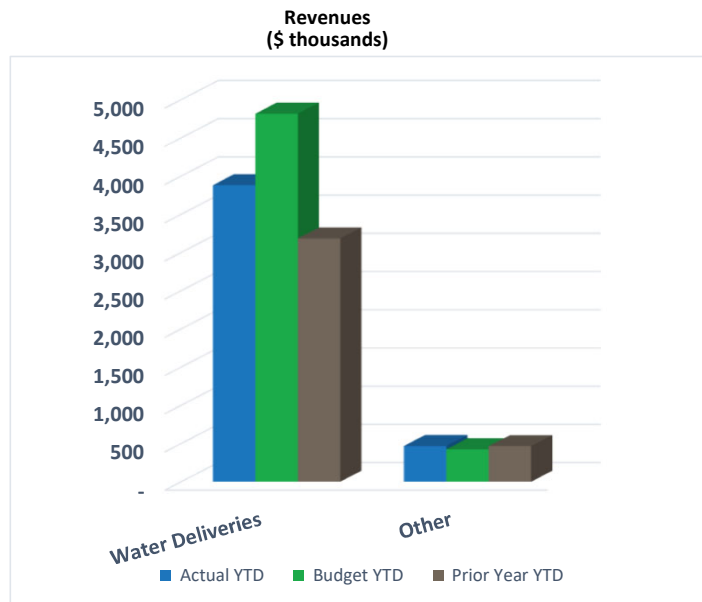
FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

Oxnard Hueneme Pipeline Fund

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Water Delivery	3,882	4,817	(935)	-19%	3,184	698	22%
Earnings on Investments	77	14	62	437%	9	68	769%
Grants	6,026	6,405	(379)	-6%	1,219	4,807	394%
Other	391	410	(19)	-5%	457	(66)	-14%
Total Revenues	10,376	11,647	(1,271)	-11%	4,869	5,507	113%
Expenses							
Personnel Costs	683	740	(57)	-8%	719	(37)	-5%
Operating Expenditures	1,707	3,105	(1,398)	-45%	1,639	68	4%
Capital Outlay	302	186	116	62%	145	157	109%
Transfers out	5,046	4,839	207	4%	1,491	3,555	238%
Total Expenses	7,738	8,870	(1,132)	-13%	3,994	3,744	94%
Net Surplus / (Shortfall)	2,638	2,777	(139)	-5%	875	1,763	202%



Revenue Status vs. Budget and vs. Prior Year

- Total revenue for Q3 of \$10.4M is under budget by \$1.3M (11%).
- Shortfall is primarily due to Water Delivery Revenue \$935K (19%) lower than Budget; 2,647AF (27.3%) less delivered than Plan. Deliveries revenue up from Prior Year by \$698K even though 3,707AF less were delivered. The 22% increase in revenue is due to increased fixed and variable rates in FY 22-23.
- Grants received under plan by \$379K (6%) due to Iron and Manganese Grant and CAL OES state grant for OH emergency generators. Grant revenues will not be fully earned until construction has been completed.
- Fox Canyon revenues down by \$40K in Q3 due to lower water deliveries.
- Marginally offsetting the decrease are earnings on investments which were \$62K above budget and up\$68K from Prior Year due to GAAP market value adjustment to LAIF in addition to increase in rate of return.

FY 2022-23 Third Quarter Financial Review
July 1, 2022 through March 31, 2023
75% of Fiscal Year Completed
Oxnard Hueneme Pipeline Fund - continued

Appropriation/Expenditure Status vs. Budget and vs. Prior Year

- Total expenses of \$8.9M are under budget by \$1.1M (13%) and higher than prior year by \$3.7M (94%).
- Operating expenditures are \$1.4M (45%) lower than budget but up \$68K (4%) from prior year.
- Fox Canyon fees \$292K under budget due to an extraction fee accrual from FY 21-22 carried over to the current fiscal year combined with a delay in their billing.
- Electrical costs down \$253K from Q3 budget due to delay in billing and available surface water resulting in decreased pumping. Costs are also down \$81K from Prior Year.
- Personnel Costs down \$57K from budget primarily due to two internal promotions expected later in year and less work being done on OH Pipeline. Professional fees are also down \$64K as Environmental, Infrastructure and IT consulting services were under-utilized. Additionally, maintenance expenses were under budget by \$157K but are expected to be fully utilized by end of year.
- Principal payments \$266K under Plan due to 2020 COP payments budgeted as expense but paid directly to liability.
- Interest Expense under budget by \$134K due to payments lower than originally allocated amount, down \$167K compared to Prior Year due to changes in 2020 COP allocation.
- Offsetting savings was an increase in Capital Outlay which are over plan by \$116K (62%) and over Prior Year by \$157K primarily due to El Rio engine overhaul over projected cost. Additionally, Insurance Premiums are over plan by \$47K and up over Prior Year by \$20K.
- Transfers out are \$207K more than budgeted (4%). The current year is also \$3.5M over the prior year amount.

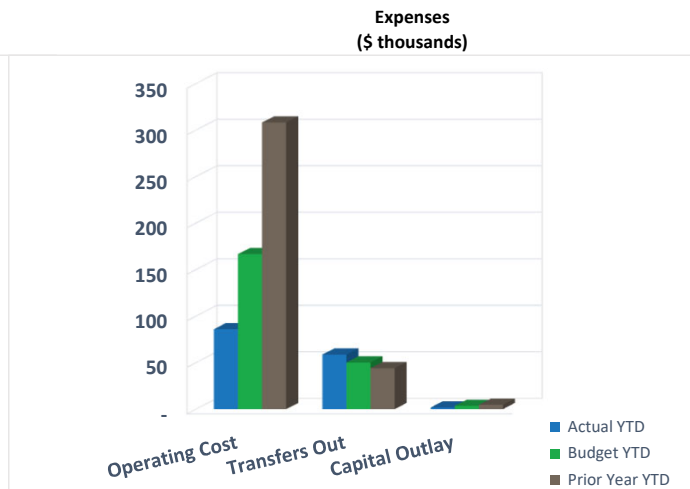
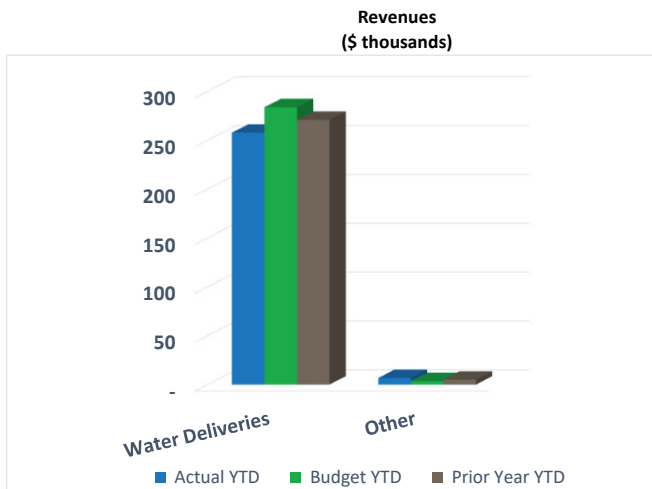
Fund Balance

- The projected ending undesignated working capital balance for FY 22-23 is approximately \$1.6M.
- The District's reserve policy requires an undesignated balance of \$1.1M for this fund, which is expected to be met.

FY 2022-23 Third Quarter Financial Review
 July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed
Pleasant Valley Pipeline Fund

in \$ thousands	CY Actuals	CY Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Water Delivery	258	284	(26)	-9%	271	(13)	-5%
Earnings on Investments	14	2	11	501%	1	13	1655%
Other	7	4	3	96%	5	2	38%
Total Revenues	278	290	(11)	-4%	277	2	1%
Expenses							
Personnel Costs	39	64	(25)	-39%	50	(11)	-21%
Operating Expenditures	47	103	(56)	-54%	259	(212)	-82%
Capital Outlay	2	3	(2)	0%	5	(3)	-63%
Transfers out	59	50	9	17%	44	15	33%
Total Expenses	146	220	(74)	-34%	357	(211)	-59%
Net Surplus / (Shortfall)	132	69	63	90%	(80)	212	-264%


Revenue Status vs. Budget and vs. Prior Year

- Revenue received through Q3 under budget by \$11K (4%).
- Water Delivery revenue less than Budget by \$26K. Minimal surface water (424AF) was delivered through Q3, revenue collected is predominately from fixed costs.
- Revenue has a modest increase of \$2k from prior fiscal year.

Appropriation/Expenditure Status vs. Budget and vs. Prior Year

- Operating expenditures are under Budget by \$74K (34%) this fiscal year due to maintenance budget not being fully utilized in Q3, however, it is expected to be fully used by the end of the fiscal year. Another variance is Salaries and Benefits \$25K lower than Budget due to less staff spending time working on Pleasant Valley Pipeline.
- Transfers Out are over budget by \$9K (17%) due to Operating Fund 460 funded the completed/closed CIP Projects in 461.
- Compared to prior year, Operating Expenditures are down \$211K primarily due to \$195K spent on PV reservoir maintenance work.

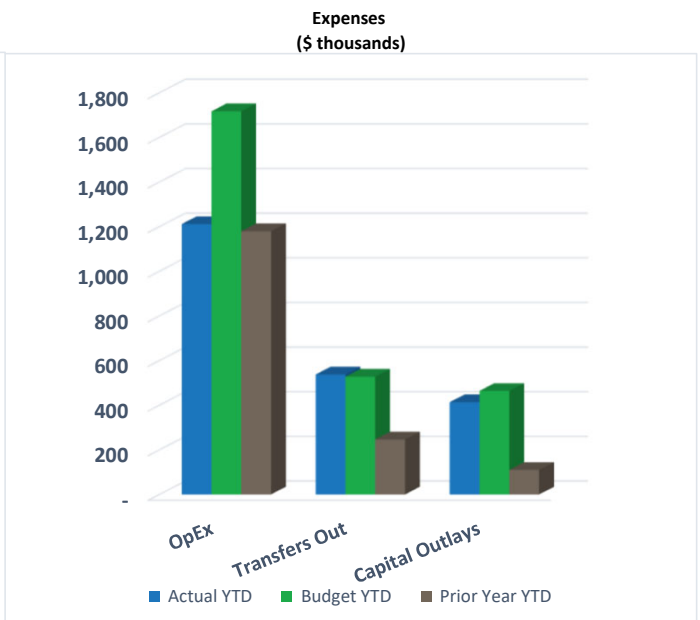
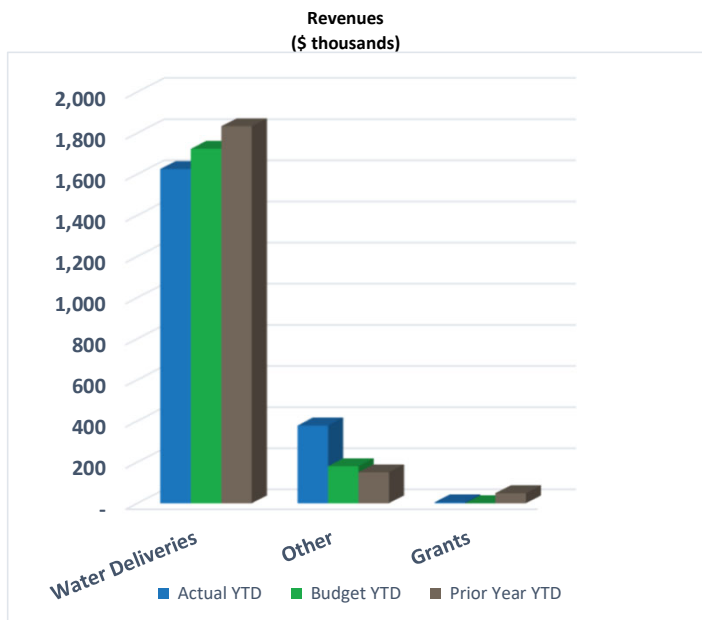
Fund Balance

- The projected ending undesignated working capital balance at the end of FY 22-23 is approximately \$593K.
- The District's reserve policy requires a \$258K minimum undesignated balance which is projected to be met.

FY 2022-23 Third Quarter Financial Review
 July 1, 2022 through March 31, 2023
75% of Fiscal Year Completed

Pumping Trough Pipeline Fund

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Water Delivery	1,625	1,723	(98)	-6%	1,833	(208)	-11%
Earnings on Investments	37	7	30	441%	4	33	911%
Grants	5	0	5		49	(44)	0%
Other	341	173	168	97%	147	195	132%
Total Revenues	2,007	1,903	104	5%	2,032	(25)	-1%
Expenses							
Personnel Costs	271	304	(33)	-11%	269	2	1%
Operating Expenditures	941	1,413	(473)	-33%	910	30	3%
Capital Outlay	413	464	(51)	-11%	110	303	
Transfers out	537	528	10	2%	246	291	118%
Total Expenses	2,162	2,709	(546)	-20%	1,536	626	41%
Net Surplus / (Shortfall)	(155)	(805)	650	-81%	496	(651)	-131%



Revenue Status vs. Budget

- Revenue received through Q3 \$2M, up \$104K (5%) over budget. The increase is due to higher LAIF to Market value adjustment \$30K and CIP Transfers In from Closed/Completed projects \$180,457.
- Offsetting the increase is lower pipeline deliveries \$98K (286AF lower water delivered than Plan).

Revenue Status vs. Prior Year

- Revenue received \$25K lower than Prior Year. This is due to lower Pipeline deliveries \$208K (688AF lower water delivered), Grants received down \$44K for PTP in Prior Year.
- Offsetting the increase are Earnings on Investments LAIF to Market value \$33K, and Misc Revenue \$14K.

FY 2022-23 Third Quarter Financial Review

July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

Pumping Trough Pipeline Fund - continued

Appropriation/Expenditure Status vs. Budget

- Total expenditures through Q3 are \$2.2M, \$546K (20%) below Budget primarily due to lower Operating Expenditures \$473K. Fox Canyon expenses are down \$91K due to delay in billing. Maintenance is \$111K under budget due to emergency funds not being needed in the Third Quarter as well as less than projected maintenance on PTP turnouts. Overhead costs \$130K due to timing difference. Principal payments \$101K under due to 2020 COP payments budgeted as expense but paid directly to liability.
- Contributing to the variance are Capital outlay \$51K lower than anticipated due to fewer than planned PTP isolation valves and VFD replacements.
- Slightly offsetting the savings is increase in Insurance Premiums of \$32K, Permits and Licenses \$9K.

Appropriation/Expenditure Status vs. Prior Year

- Compared to last fiscal year, expenditures are higher by \$626K (41%) primarily due to higher CIP Transfers Out \$291K for PTP Recycled Water Connection. Capital Outlay \$303K also higher in Current Year due to more PTP isolation valves being replaced.

Fund Balance

- The projected ending undesignated working capital balance is approximately \$288K.
- The District's reserve policy requires an undesignated balance of \$1M for this fund.



FY 2022-23 Third Quarter Financial Review

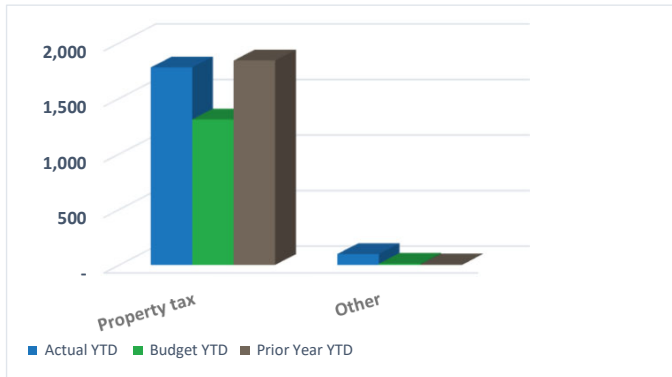
July 1, 2022 through March 31, 2023

75% of Fiscal Year Completed

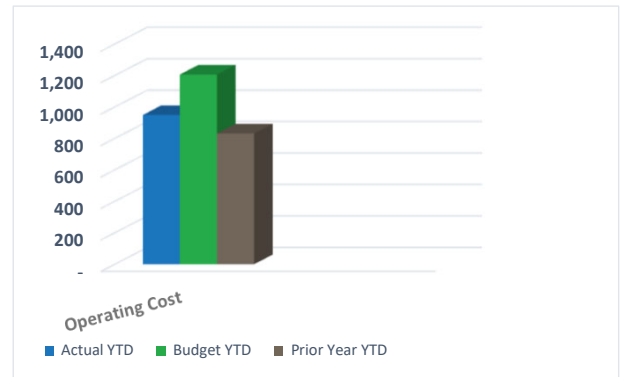
State Water Fund

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Revenues							
Earnings on Investments	84	11	73	650%	4	80	1875%
Property Taxes	1,791	1,310	481	37%	1,840	(49)	-3%
Total Revenues	1,876	1,321	554	42%	1,845	31	2%
Expenses							
Personnel Costs	0	0	0	0%	0	0	0%
Operating Expenditures	948	1,206	(257)	-21%	831	118	14%
Capital Outlay	0	0	0	0%	0	0	0%
Debt Service	0	0	0	0%	0	0	0%
Transfers out	0	0	0	0%	0	0	0%
Total Expenses	948	1,206	(257)	-21%	831	118	14%
Net Surplus / (Shortfall)	927	115	812	704%	1,014	(87)	-9%

Revenues
(\$ thousands)



Expenses
(\$ thousands)



Revenue Status vs. Budget and vs. Prior Year

- Revenue received through Q3 is over Plan by \$554K (42%).
- Property tax revenue favorable by \$468K largely due to higher than budgeted current secured taxes. Earnings on investments also over Plan by \$73K due to GAAP market value adjustment to LAIF in addition to increase in rate of return.
- Compared to Prior Year, revenue is up 2% (\$31K) primarily due to higher earnings on investments.

Appropriation/Expenditure Status vs. Budget and vs. Prior Year

- Total expenditures of \$948K under budget by \$257K (21%) for Q3. This is primarily due to lower than budgeted variable costs.
- Compared to Prior Year, expenditures up by \$118K (14%) largely due to higher fixed costs in FY 22-23.

Fund Balance

- The projected ending undesignated working capital balance for FY 22-23 is approximately \$4.1M. The District's reserve policy requires a minimum fund balance of \$5M, which is expected to be met.
- The entire fund balance is designated for the fixed and variable costs related to the District's State Water Project allocation of 5,000 AF per year, plus allowable Table A water.



FY 2022-23 Third Quarter Financial Review
July 1, 2022 through March 31, 2023

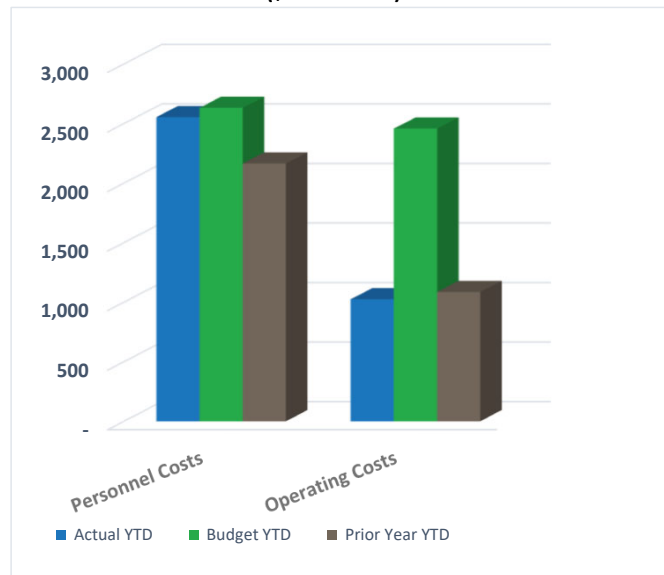
75% of Fiscal Year Completed

Overhead Fund

in \$ thousands	CY Actuals	CY Revised Budget	Variance	% Variance	PY Actuals	Variance	% Variance
Expenses							
Personnel Costs	2,554	2,631	(78)	-3%	2,164	389	18%
Operating Expenditures	1,024	2,457	(1,433)	-58%	1,085	(61)	-6%
Capital Outlay	0	30	(30)	0%	0	0	0%
Total Expenses	3,578	5,118	(1,540)	-30%	3,249	329	10%

Expenses

(\$ thousands)



Appropriation/Expenditure Status vs. Budget and vs. Prior Year

- Expenditures under budget by \$ 1.5M (30%).
- The largest savings were in Professional Fees \$1.2M primarily due to Admin and Financial Advisory consulting under-utilized. Costs for consulting is expected to catch up by the end of the fiscal year but projected to still be under budget. Contributing to the variance are Salaries and Benefits \$78K due to vacant Receptionist and Administrative III positions for majority of Q1 and Retirement Benefit Replacement budget of \$30K expected to be realized before the end of the fiscal year. Maintenance \$50K under budget due to emergency funds not being needed in Q2. Office Expense \$70K and Travel \$41K are expected to be fully utilized by the end of the year. Capital Outlay budget under by \$30K but is expected to be spent for the HQ generator connection equipment.
- Compared to prior year, expenditures are higher by \$329K (10%). The variance is from higher Personnel costs \$389K due to Board Approved 2% Cost of Living increase and annual merit increases and higher Materials and Supplies Expense \$48K. Offsetting the increase is higher Professional Fees in Prior Year \$108K.



Staff Report

To: Board of Directors

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

From: Josh Perez, Chief Human Resources Officer

Date: August 30, 2023 (September 13, 2023)

Agenda Item: **2.E Request for Mid-Year Staffing Adjustments**
Motion

Staff Recommendation:

The Board will consider the creation of three positions to provide support to the Water Resources and Operations and Maintenance Departments.

Discussion:

In June 2023 the District's long time Water Resources Manager, Mr. Dan Detmer retired. As a result of this change, the District Water Resources Department was restructured into two distinct department groups with identified key leaders, the Water Resources group, and the Water Resources Engineering group. Mr. John Lindquist became the Water Resources Supervisor and Dr. Jason Sun became the Supervisory Water Resources Engineer. To create a similar structure across the department, staff is recommending the creation of a Hydrology Supervisor position.

In addition, the changes in the Operations and Maintenance Department are being suggested because of the departure of the COO and current O&M Program Supervisor. The department structure change will result in a more manageable span of control for the two supervisors, creates internal opportunities for onboard staff, and separates the team into a distribution (conveyance) and treatment model where resources have a specific functional responsibility but are shared by the O&M Supervisory team. Attached is Exhibit A which is a draft of the proposed new organizational chart dated 09-11-2023 highlights the requests and clarifies the structure of each position. If approved the General Manager would authorize the position to be posted and filled expeditiously.

Fiscal Impact:

The costs for the proposed inclusion of the Hydrologist Supervisor, O&M Supervisor-Treatment, and O&M Supervisor-Distribution are already included in the FY 2023-24 budget. It is anticipated that these selections will not have any impact on the number of full equivalent positions at the District.

Attachments:

Exhibit A – Draft Organizational Chart dated September 11, 2023



Legend

- ★ Internal Position Recruitment
- ★ Internal/External Position Recruitment



Staff Report

To: Board of Directors

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

From: Josh Perez, Chief Human Resources Officer

Date: August 30, 2023 (September 13, 2023)

Agenda Item: **2.F Request to Modify Exempt Leave Provision**
Motion

Staff Recommendation:

The Board will consider modifying the current annual leave policy to allow exempt employees to accrue up to 1,328 hours per calendar year.

Discussion:

In July 2023, the District entered a new Memorandum of Understanding with the SEIU Local 721 which included enhanced flexibility to manage accrued annual leave. As part of this, any non-exempt employee would be allowed to accrue beyond the maximum accumulation amount throughout the year. However, as part of the agreement, employees would be required to return to the maximum accumulation amount at the end of the calendar year. Human Resources staff is proposing to apply this same exact language to be included in all exempt management contracts as the MOU language does currently does not apply to their contracts.

Fiscal Impact:

There are currently extremely limited short-term and anticipated long-term costs associated with the modification of the annual leave language since this leave in most instances will be used or paid out to staff throughout the annual period. In addition, very few staff members accrue this amount of leave in the first place. Exempt employees would still be subject to the annual leave maximum of 1,040 hours per year which would be enforced at the beginning and at the conclusion of the leave year. However, staff recommends an in-year maximum of 1,328 hours be established so that exempt staff have the same maximum combined accrual between categories as nonexempt staff members covered by the MOU. Each exempt professional management staff member would be required to return to the leave cap of 1,040 at the conclusion of each fiscal year so that nobody can be above that number entering a new fiscal year if approved.

Attachments:

Exhibit A – Page 17 of the adopted MOU, Section 25. Vacation Provision
Exhibit B – Annual Leave Summary
Exhibit C – Adopted MOU Sick Leave Provision

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

5 PAID LEAVE

a. Annual Leave – For Management employees only

Executive Management employees will accrue annual leave in accordance with the schedule below:

Period of Continuous Employment	Accrual shown in hours per Pay Period
1 to 5 years	8 hours
6 plus years	11.08 hours

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

Period of Continuous Employment	Accrual shown in hours per Pay Period
1 to 10 years	880 hours max
10 plus years	1,040 hours max

Annual Leave Cash out Program - 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, provided that the employee has also arranged to take a vacation of at least in the amount of hours requested within two full pay periods before or after the request. Payout shall occur within two weeks of the first vacation day on a regularly scheduled pay date.

b. Holidays

Holidays observed by the District are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

c. Administrative Leave – For Professional Management employees only

UWCD's Department Managers may grant administrative leave to employee if it's concluded that circumstances justify doing so. Administrative leave does not accrue. It is recorded, it has no payoff value upon termination, and it will generally be required that the administrative leave be used by a certain deadline.

d. 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

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.



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
Tony Huynh, Risk and Safety Manager
Zachary Plummer, Technology Systems Manager
Kris Sofley, Executive Assistant/Clerk of the Board

Date: August 28, 2023 (September 13, 2023, meeting)

Agenda Item: 2.G Attachment 1 - Monthly Administrative Services Department Report
Information Item

Staff Recommendation:

The Board will receive and review this staff report from the Administrative Services Department regarding its activities for the months of July and August 2023.

Discussion:

Finance

- WIFIA loan for design costs closed on August 29, 2023.
- Selection has been made for the open Accountant role. The anticipated start date is September 8, 2023.
- Current estimate for emergency work performed on OH pipeline for the blockage removal is \$275K. Once the cost is final, this will be brought to the committee and board for supplemental appropriations.
- Year-end financials to be presented in the October Finance and Audit Committee meeting.
- The financial audit begins the week of September 11, 2023.

Administrative Services

- Provided administrative assistance for drafting, finalizing, and distributing/posting materials for the UWCD Finance and Audit (July 3), Water Resources (July 5) and Engineering and Operations (July 6) Committee meetings as well as the regular UWCD Board meeting (July 12), Special Board Meeting (August 24) and two UWCD PFFC Board meetings (July 12 and August 24).
-

2.G Monthly Administrative Services Department Report

Information Item

- Planned, coordinated, decorated, and oversaw the District's Celebration of 4 Million Acre Feet of Water Recharge at Rancho Tres Treseros (August 3), attracting over 120 elected officials, representatives from various water agencies, associations, and organizations as well as former and current staff.
- Provided administrative support, coordination, and assistance to AWA VC for its Board of Directors meeting (July 6), Water Issues Committee meeting (July 17) and WaterWise Event (July 20) featuring UWCD GM's presentation on "The Not So Friendly" Friendly Adjudication, all of which took place in the HQ's Boardroom.
- Provided administrative assistance, coordination, and technical support in organizing a tour of the Freeman Diversion led by UWCD GM for Ventura County's CEO Dr. Sevet Johnson (Aug 24).
- Provided administrative assistance, coordination, and support in organizing a tour led by UWCD's Engineering staff Dr. Maryam Bral and Michel Kadah for staff from the City of Santa Paula. The tour visited the District's Santa Felicia Dam, Freeman Diversion, and El Rio Iron and Manganese Treatment Plant.
- Continued 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. Summer vacations were used as the excuse to reschedule and circle back later in the year.
- Provided administrative support, coordination and assistance to the University of California's Cooperative Extension who held an Avocado Irrigation Workshop in the District's Boardroom (July 15) attracting some 60 local farmers and other stakeholders.
- Provided administrative support, coordination and assistance to the California Avocado Commission for its Executive Committee and Finance Committee meetings (August 9) utilizing the District's Boardroom.
- At the suggestion of the GM, provided administrative support, coordination, and assistance in organizing a "History of United" educational series for new staff. The presentations were given by John Lindquist (August 7), Murray McEachron (August 16) and a combined Project presentation from the Engineering staff and AGM Anthony Emmert (August 30) took place at lunch time and staff attendance was significant (30+ in attendance plus on TEAMS). The presentations were also recorded and posted to the District's YouTube Channel and Facebook page, engaging many of the District's curious stakeholders. The series will also be accessible via the United Water website shortly.

Human Resources

- Finalized Memorandum of Understanding with SEIU 721 and implemented policy changes in early July.
 - Successfully completed recruitments for the following personnel and positions
 - Accountant (Krista Kelley – started August 7)
 - Environmental Services Field Technicians (Dallan Barr, Michael Sosa, Deanna Lomeli – started August 9)
 - Recharge O&M Worker I (William Campos – started August 21)
-

2.G Monthly Administrative Services Department Report

Information Item

- Working on recruitments for the following positions:
 - Senior Control Systems Programmer – Position posted, closes on September 4, 2023
 - Park Ranger Cadet – Position posted, closes on September 1, 2023
- Promotions
 - Promoted Hydrogeologist Dr. Zachary Hanson to Water Resources Engineer
 - Promoted Associate Engineer Adrian Quiroz to Engineer
 - Promoted Associate Control Systems Programmer Kevin Ortega to Control Systems Programmer
- Processed exit documents for several staff that submitted retirement or resignation letters during the month of July and August.
- Held an all-staff Lincoln Financial Group presentation on August 15.
- Calculated 2024 health insurance rates and scheduled an all-staff employee benefits presentation for September 14.
- Updated/digitized employee and vehicle files.

Safety and Risk Management

- Certified seven staff members in Adult and Pediatric First Aid/CPR/AED. In addition, added hands-on tourniquet training as part of our enhanced element of CPR training.
- Provided oversight of license plate reader security camera installation with support from Technology Systems.
- Continued ongoing Disaster Recovery Public Assistance Grant efforts.
 - Two reimbursements thus far:
 - Lake Piru emergency dive repair efforts: \$7,525 (approved by Cal OES for dispersal; check is expected to arrive in 4-6 weeks)
 - OH well motor 18 repair: \$10,148 approved and waiting for reimbursement.
- Coordinated Annual Law Enforcement Security Consultation Meeting at Santa Felicia Dam in collaboration with Engineering Department.
- Participated in Control Systems Programmer interview panel.
- Conducted training and annual hearing exam for Operations and Maintenance, and Engineering staff as part of the District's Hearing Conservation Program.
- Supported Operations and Maintenance on OH Pipeline Project repair efforts.
- Coordinated Confined Space Safety training for new Operations and Maintenance staff members.

Technology Systems

- Provided detailed descriptions of United's IT processes in relationship to financial processes. The new audit firm inquired about this information as a new auditor of the District.
 - Renewed District's document signature capabilities enhancing administrative technology support of business processes.
 - Renewed service agreements with wireless security vendor.
 - Worked on a software issue regarding Microsoft products impacting certain staff members.
-

2.G Monthly Administrative Services Department Report

Information Item

- Worked on the development of a Mobile Device Service Program for enhancing the rollout of staff technology assets.
- Phone System Upgrade Plan developed and provided an in-person demonstration to the administrative staff.
- Resolved network communication issue inside the ranger's office preventing access to network resources elsewhere throughout the district. Several trips to the lake to identify and resolve the root cause.
- Provided off-site technical assistance for the Fillmore and Piru Basins Groundwater Sustainability Agency meeting held at Fillmore city hall as well as at United's 4-million-acre feet of water recharge celebration.
- Resolved a print and network communication issue inside El Rio gas engine room.



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: August 30, 2023 (September 13, 2023, meeting)

Agenda Item: 2.G Attachment 2 -Monthly Engineering Department Report
Information item

Staff Recommendation:

The Board will receive this summary report from the Engineering Department regarding its activities for the months of July and August 2023.

Discussion:

1. Santa Felicia Dam Safety Improvement Project
 - Spillway Improvement Project
 - GEI is in the final stage of preparing the 60% design of the spillway improvement project that will be presented to the Board of Consultants and FERC and DSOD in November 2023. Staff reviewed and provided comments on the updated overall project schedule prepared by GEI.
 - Outlet Works Improvement Project
 - Staff completed review of the 90% design Hydraulic Transient Surges, Updated Discharge from Fixed Cone Valves, and Quagga Mussel Mortality Analysis TMs and provided comments to GEI to be incorporated in the final design documents.
 - Staff received and reviewed the Construction Manager (Black & Veatch [BV]) 90% design review report and commented on BV's Initial Findings. Staff participated in several meetings with BV to discuss the proposed indicative designs and a Geotechnical Baseline Report (GBR) specifically for the sloping intake and to discuss construction bid strategies. Staff, BV, and GEI attended a Question-and-Answer workshop for BV to discuss the project design with GEI and Staff.
 - Staff reviewed and submitted comments on the draft project description related to the new release channel geotechnical boring investigation. Staff reviewed SFD SIP
-

2.G Monthly Engineering Department Report

Information Item

Security Evaluation with the Risk & Safety Manager and the IT System Administrator. Recommendations will be incorporated in the final design documents.

- Staff submitted a response letter to FERC's comments on 60% design documents that were received on June 22, 2023.

- **FERC License Amendment Application, NEPA Documentation and Section 7 Consultation**

- Due to the anticipated delay in receiving comments from NMFS on the draft BA and initiation of the Section 7 of the Endangered Species Act (ESA) formal consultation with the agency, Staff is planning to postpone the project construction schedule currently scheduled to begin in July 2024 to July 2025. The proposed new date and the updated project schedule will be submitted to FERC in October 2023 for FERC review and acceptance.
- Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.

- **Loan and Grant Applications**

- Staff prepared and submitted a Notice of Interest (NOI) to Cal OES for the 2023 Building Resilient Infrastructure and Communities (BRIC) grant program for the outlet works improvement project. The requested federal cost share is \$63.7 million. If selected, a full application is due by November 8, 2023.

2. Condor Point Improvement Project

- Staff met with MNS Engineers on August 23 to review the 90% Design Package for the Condor Point Swim Beach. The deadline to construct the beach per FERC order is May 04, 2024.

3. Freeman Diversion Expansion

- NHC delivered the updated Hardened Ramp Fish Passage Facility Design Development Report to NMFS and CDFW on August 14.
- Staff, consultants, special advisors, NMFS, CDFW and Wishtoyo participated in the first of six bi-weekly Operational Work Group meetings on August 17. These meetings will help to provide more information to the agencies concerning the operations of the Hardened Ramp flushing channel and desander.

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.

2.G Monthly Engineering Department Report

Information Item

- GSE has submitted approximately 383 out of a total of 408 submittal packages anticipated for the project. HDR and KJ have provided responses on approximately 374 submittal packages including a requirement to comply with the Buy American Act (BAA).
- GSE has submitted approximately 141 RFIs to date. HDR, KJ and the District have been providing responses.
- Thirty-eight (38) Change Orders (COs) have been fully executed to date amounting to a net total of \$1,437,652.08. This represents approximately 15.4% of the original contract amount (\$9,342,900). 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 \$774,741.90 or 8.3% 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:
 - 24" Raw Water (RAW) Pipeline
 - 20" Spent Wash Water (SWW)
 - 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
 - Filter face piping encasement and concrete slab construction
 - Filter vessel platform handrails
 - Filter vessel cleaning and internals
 - Asphalt Paving of new Fe/Mn Plant and El Rio Site (Photo 5)
 - 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 facility's construction is expected to be substantially completed by September 13, 2023. The facility startup and testing activities will continue in the next three months to comply with the Division of Drinking Water (DDW) requirements for demonstrating full treatment efficacy.

5. PTP Metering Improvement Project

- Total number of meters installed: 45 of 60 or 75% complete.
 - An additional eight (8) meter installations are planned by late-2023 (Turnout Nos. 102, 109, 113, 114, 132, 134, 161, 162).
 - Easement acquisition completion: 33 of 40 obtained or 82.5% complete.
-

2.G Monthly Engineering Department Report

Information Item

- Utility easement deeds for Turnout Nos. 147 and 161 have been filed with the County Clerk and Recorder's Office.
 - 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. Hamner Jewell and Associates (HJA) is working with the new owner's attorney.
 - Additional property owners related to Turnout No. 120 have signed the utility easement deed. There are over 20 signatories to the utility easement deed.
 - The property owner for Turnout Nos. 145, 150 and 156 has requested a site meeting to discuss the project before signing the utility easement deeds.
 - The property owners at Turnout Nos. 142, 144 and 154 have been non-responsive or non-cooperative and District staff will review options for proceeding forward.
6. PTP Recycled Water Connection – Laguna Road Pipeline Project
- Staff completed review of draft CEQA Project Description received from Rincon Consultants. Comments were finalized and submitted to Rincon on August 10.
 - Staff prepared and submitted the SGM grant quarterly progress report for the period between April 1st to June 30th.
 - Staff attended the 60% design phase kick-off meeting with MKN on July 20.
 - Staff participated in the PVCWD/United coordination meeting on July 26, to review and discuss the draft agreement between PVCWD and the District.
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. A court hearing with CalTrans is scheduled for August 30. Maryam Bral and Craig Morgan attendance has been required by the legal counsel.
8. State Water Project (SWP) Interconnection Pipeline Project
- Staff met with the City of Ventura on August 3 to discuss the 60% design plans. Staff provided feedback on the plan details associated with the proposed turnout and blow off facilities. The City is requesting temporary construction and permanent easements from the District. The City provided Staff with two utility easement deed templates (The City's Easement Deed for water lines and United's utility easement deed templates) to choose from. The legal counsel reviewed the two templates and provided comments and recommended revisions to be included in the City's easement deed template that appears to be more appropriate for this request. Staff are currently reviewing the counsel's comments.
9. Extraction Barrier and Brackish Water Treatment Project
-

2.G 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 to be done by late-2023.
 - The Navy provided the final draft Memorandum of Agreement (MOA) 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 MOA will be executed by UWCD's General Manager and Admiral Rosen and presented to the Board of Directors as an informational item in late-2023.
 - 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 including one extraction well site relocation (EBB2) which will be resubmitted to the Navy in late 2023.
 - The District held a kick-off meeting with State Water Resources Control Board (SWRCB) Division of Financial Assistance (DFA) staff for the grant award of \$8,449,062 that was approved on March 6, 2023, for the Phase 1 project. Execution of the grant agreement is anticipated by December 2023.
 - The District submitted a grant application on June 23 with assistance from 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. The District received notice on August 8, 2023, and a meeting has been requested with the OLDCC to review the application in October 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, and pipeline alternatives evaluation, well site suitability analysis, coastal water quality sampling and groundwater flow modeling.
 - July 17 and Aug 21, held NEPA/CEQA "Drumbeat" Meetings with District, ESA Consultants and Navy NEPA staff and Subject Matter Experts (SMEs).
 - July 19 and Aug 16, District staff held a progress meeting with the Phase 1 project design team, KJ.
 - July 17, 24, Aug 7, 21, District staff held progress meetings with the Phase 1 project CEQA and permitting team, ESA Consultants.
 - July 27, Aug 31, 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 progress of environmental surveys within the Mugu Lagoon.
 - Design:
-

2.G Monthly Engineering Department Report

Information Item

- June 26, KJ submitted a draft Technical Memorandum (TM) No. 2 entitled “Pipeline 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:
 - Please see the Monthly Environmental Services Department Report for updates on the Project’s environmental compliance and permitting process.
- 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.

10. Asset Management/ CMMS System

- No updates to report.

11. Lake Piru Recreation Area – Pavement Maintenance Program

- Staff attended the construction kick-off meeting with J&H Engineering and Earth Systems on August 3 for the Oak Lane pavement repair.
- Approximately 730 feet, 4,900 Square Feet of existing pavement of Oak Lane roadway were repaired. (See Photos 1 and 2).
- Pavement repair activities at the Dry Storage parking lot commenced on August 28. The pavement repair work is scheduled to be completed by September 1st.

12. Other Topics, Meetings and Training

- July 12 - Michel Kadah attended Department of Energy (DOE) Community Benefits Plan webinar for Maintaining and Enhancing Hydroelectricity Incentives.
 - July 13 - Clayton Strahan and Michel Kadah attended the Department of Water Resources, State Water Contractors meeting.
 - On July 21 - Maryam Bral, Michel Kadah, Murray McEachron, and Adrian Quiroz provided a tour of Santa Felicia Dam, Freeman Diversion, and Iron and Manganese Treatment Plant to the City of Santa Paula Staff. (See Photos 3 and 4 below).
 - August 8 – Maryam Bral, John Lindquist, Robert Richardson, Chris Coppinger and Tessa Lenz toured Alameda County Water District (ACWD) facilities that included Rubber Dam No. 1, Shinn Pond Fish Screen, Flood Control Drop Structure Fish Ladder, Darwin extraction wellfield and Newark Desalination Facility. Since 1974, ACWD has been operating an extraction barrier well field (Aquifer Reclamation Program or ARP) in the Niles Cone Groundwater Basin which has been impacted by seawater intrusion from the San Francisco Bay. In 2003, ACWD constructed the Newark Desalination Facility making beneficial use of this extracted groundwater. The ARP has been successful in reducing chloride concentration in the Niles Cone Groundwater Basin and restoring groundwater gradients towards the San Francisco Bay. ACWD now maintains the ARP to ensure groundwater sustainability.
-

2.G Monthly Engineering Department Report Information Item

- On August 15, Maryam Bral, Michel Kadah and Adrian Quiroz attended a virtual Emergency Action Plan Seminar for the California Department of Water Resources West Branch Facilities. The emergency response plans for Peace Valley Intake Embankment, Pyramid Dam and Castaic Dam were reviewed by the DWR Staff.



Photo 1 – 2023 Lake Piru Recreation Area Pavement Maintenance, Oak Lane, August 3rd



Photo 2 – 2023 Lake Piru Recreation Area Pavement Maintenance, Oak Lane, August 3rd

2.G Monthly Engineering Department Report Information Item



Photo 3 – The City of Santa Paula Staff, including Kate Watkins, Emergency Service Coordinator, Jonathan Royes, Management Analyst/PIO, Erik Starna, Support Services toured the Freeman Diversion Facility on July 21. Michel Kadah and Murray McEachron are also in the photo.



Photo 4 – The City of Santa Paula Staff also toured the Iron and Manganese Treatment Plant on July 21. Adrian Quiroz and Maryam Bral are also in the picture.

2.G Monthly Engineering Department Report
Information Item



Photo 5 – Preparation for Asphalt Paving at El Rio Facility



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: August 29, 2023 (September 13, 2023, meeting)

Agenda Item: 2.G Attachment 3 - Monthly Environmental Services Department Report
Information Item

Staff Recommendation:

The Board will receive this summary report from the Environmental Services Department regarding its activities for the months of July and August 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

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 cubic feet per second.

- Santa Felicia Fish Passage Pre-Implementation Studies

On August 14, 2023, staff filed a status update with FERC regarding implementation of compliance actions consistent with the Fish Passage Feasibility Assessment Study Plan. The status update informed FERC that United intends to complete the third and final phase of study activities in middle Piru Creek by extending the schedule to accommodate field activities to be completed in fall 2023 and spring 2024 by Cramer Fish Sciences. United has received approval for Federal Emergency Management Agency reimbursement to replace and reinstall instream monitoring equipment (fyke trap, rotary screw trap, PIT antennas) that was lost, damaged, or displaced during the January 2023 storms.

2.G Monthly Environmental Services Department Report

Information Item

- **Santa Felicia Dam Safety Improvement Project (SFDSIP)**

On July 12, 2023, United had a meeting with FERC to discuss their July 6, 2023, comments on the SFDSIP draft Biological Assessment (BA). The draft BA was developed to initiate consultation with the National Marine Fisheries Service (NMFS) under Section 7 of the Endangered Species Act (ESA). On July 26, 2023, NMFS filed a letter with FERC requesting clarification on the classification of the SFDSIP amendment to United's FERC license. United has met with the agencies to clarify what is needed to move forward with initiation of formal Section 7 ESA consultation for the SFDSIP. Based on agency requirements, United anticipates submitting a revised draft BA by the end of 2023.

On August 14, 2023, staff issued a Request for Qualifications for pre-construction environmental compliance plan development for the SFDSIP. Qualifications are due September 1, 2023.

- **Dissolved Oxygen Monitoring Plan**

On August 22, 2023, United received a letter from the State Water Resources Control Board approving the 2023 Dissolved Oxygen Monitoring Plan Annual Report (DOMP Report). The DOMP Report included a summary of monitoring results from 2022 and a proposal to continue implementing the focused monitoring protocol through 2023, consistent with recent years. The next DOMP Report is due on March 31, 2024.

- **Habitat Improvement Plan**

On July 27, 2023, United submitted a status update with FERC for filing the Lower Piru Creek Habitat Improvement Plan (HIP) which included a request for an extension of time due to no comments or approval received from NMFS within the standard review timeline. On May 8, 2023, United provided a draft HIP to NMFS for review and approval and filed the draft with FERC. United is currently waiting for NMFS review and approval of the draft, which is required to file the final HIP with FERC.

- **United Water Conservation District v. FERC, Court Case in Abeyance**

On September 29, 2010, the U.S. Court of Appeals granted United a motion to hold the court case "United Water Conservation District v. FERC" in abeyance and directed United to file status reports every 60 days. United filed the court case to challenge the biological opinion issued by NMFS on FERC's issuance of a license for the Santa Felicia Project. On July 11, 2023, the seventy-seventh status update was filed with the U.S. Court of Appeals for District of Columbia Circuit.

- **Santa Felicia Whitewater Boating Access Plan**

On August 10, 2023, United informed the local whitewater boating community of whitewater recreational opportunities on lower Piru Creek per the Santa Felicia Whitewater Boating Access Plan. The water conservation release is anticipated to provide this opportunity until October 31, 2023. To make a reservation, the public must call United's Lake Piru ranger office at least 24-

2.G Monthly Environmental Services Department Report Information Item

hours prior to the requested launch date. United has advised that boaters exercise extreme caution as United has no control over conditions in lower Piru Creek downstream of the property line and conditions are likely poor due to overgrown vegetation.

- Arroyo Toad and Herpetological Monitoring Plan

On July 25-26 and August 22-23, 2023, staff conducted exotic species removal in the spillway ponds below the Santa Felicia Dam spillway per the Arroyo Toad and Herpetological Monitoring Plan. This included removal of 21 male and female adult bullfrogs ranging from 140-195 mm in size. Inland Silverside minnows were observed in Pond 1 immediately below the spillway. These are a non-native introduced species in California that have never been documented in these ponds, but have been known to occupy Lake Piru, and are presumed to have entered the pond during the recent spill.

2. Lake and Streambed Alteration (LSA) Agreement for Freeman Diversion Routine Maintenance

On August 25, 2023, staff submitted an LSA Notification to the California Department of Fish and Wildlife (CDFW) for routine maintenance activities at the Freeman Diversion. The proposed activities are all permitted under United's current LSA Agreement (No. 1600-2013-0223-R5) which expires on September 27, 2023. The new LSA Notification requests coverage for four activities: 1) removal of all vegetation from the roller compacted concrete diversion dam, 2) removal of all vegetation from access points (roads and ramps) and along the toe of the rip-rap, 3) in-kind repair of rip-rap bank stabilization structures and access roads, and 4) partial draining of the desilting basin.

3. Freeman Diversion Operations

During the months of July and August, Operations and Maintenance staff conducted flushing operations to minimize sediment deposition in the Freeman Diversion facility. Environmental Services staff supported operations and maintenance activities one or more times a week by providing field support, conducting surveys of dewatered areas, providing on-site biological monitoring, and issuing agency notifications when appropriate.

On August 9, 2023, staff provided a tour of the Freeman Diversion facility to two new CDFW California Endangered Species Act permitting staff.

4. Freeman Diversion Multiple Species Habitat Conservation Plan

On July 14, 2023, staff participated in the court hearing for the *Wishtoyo et al. v. United* case in Judge David O. Carter's court, the result of which was a Joint Stipulation with the Plaintiffs and agreement with NMFS and CDFW. The Joint Stipulation included the selection of the hardened ramp Mod-9 with a flushing channel as the preferred fish passage project, the support of Wishtoyo and the agencies in seeking grant funding for the project, the initiation of operational work group meetings to discuss specific operational components, and an updated schedule for the remaining steps in engineering design and application submittal.

2.G Monthly Environmental Services Department Report Information Item

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

FERC is in receipt of all materials requested in association with the request for temporary variance to Department of Water Resources' (DWR) South State Water Project FERC license. DWR is currently coordinating with FERC to process the variance request. Under the terms of the 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.

On July 21, 2023, Rincon Consultants biologists conducted arroyo toad surveys in middle Piru Creek. They confirmed active arroyo toad breeding and tadpole rearing.

6. Extraction Barrier and Brackish Water Treatment Project (EBB Water Project)

On August 17-18, 2023, staff coordinated scientific surveys of the Mugu Lagoon at Naval Base Ventura County, Pt. Mugu for the EBB Water Project. Survey and data collection efforts included bathymetric surveys, installation of tidal current meters, and eelgrass surveys of Mugu Lagoon to support agency consultation, permitting, and technical analysis.

7. Quagga Mussel Management

Throughout the months of July and August, Environmental Services staff continued conducting all quagga mussel monitoring activities on Lake Piru and lower Piru Creek according to the Quagga Mussel Monitoring and Control Plan. Triggered by the spilling of Lake Piru, staff began monitoring the spillway pool on July 19, 2023, as soon as conditions safely allowed. United will monitor the spillway pool for at least a year, as required by the Quagga Mussel Monitoring and Control Plan.

Staff continued bi-weekly quagga mussel veliger (larva) sampling of United's lower system in response to the conservation release at Lake Piru. In August, veligers were detected in lower system samples. In response, United increased lower system sampling to weekly, added four additional sampling sites, and conducted chemical treatment. By August 28, 2023, United had put in place a fully operational temporary chlorine injection facility at the Saticoy moss screens. Weekly veliger monitoring will continue indefinitely and options for continued chemical treatments are being evaluated in coordination with Pleasant Valley County Water District.

On July 12, 2023, Environmental Services and Recreation staff met with Robert Walters (Colorado Parks and Wildlife) to discuss switching from the Quagga Inspection Database to the Watercraft Inspection and Decontamination (WID) Database at Lake Piru. Pyramid and Castaic Lakes have switched to WID. On August 10, 2023, Mr. Walters provided a demonstration of the WID Database, enrolled United, and created accounts for Environmental Services and Recreation staff.

8. Miscellaneous

- On July 14, 2023, Environmental Scientist Tessa Lenz and Water Resources Department staff represented United at the Santa Paula Kids Stem Day to teach local students about groundwater recharge, explaining local hydrology and United's mission.

2.G Monthly Environmental Services Department Report

Information Item

- On July 20, 2023, staff accompanied U.S. Geological Survey, U.S. Fish and Wildlife Service (USFWS), and UC Los Angeles staff on a survey in middle Piru Creek to collect arroyo toad genetic samples.
- On August 3, 2023, staff attended United's 4 Million Acre Feet Celebration.
- On August 8, 2023, Tessa joined Water Resources and Engineering Department staff on a tour of Alameda County Water District's (ACWD) Newark Desalination Facility and Aquifer Reclamation Wells. The tour included visiting ACWD's in stream water diversion and vertical slot fish passage facilities, desalination facility, and aquifer reclamation wells.
- On August 9, 2023, three new part-time field assistants started with United: Dallan Barr, Deanna Lomeli, and Michael Sosa. The new staff will be based at the Saticoy facilities.
- On August 17 and 18, 2023, staff attended a webinar hosted by the National Weather Service discussing the potential impacts of Hurricane Hilary on our region.
- On August 24, 2023, staff attended the Santa Clara River Watershed Committee meeting.
- August 25, 2023, was part-time Field Assistant Sabrina Kennedy's last day with United. Sabrina will begin a new position with the USFWS, Ventura Office, as a Biologist with the South Coast Division.

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: August 30, 2023 (September 13, 2023, meeting)

Agenda Item: 2.G Attachment 4 - Monthly Operations and Maintenance Department Report
Information Item

Staff Recommendation:

The Board will receive this summary report from the Operations and Maintenance department regarding its activities for the months of July and August 2023.

1. Water Releases, Diversions

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

2. Major Facilities Update

- **Santa Felicia Dam**
 - On September 1, 2023, the lake level was 1033.
 - Conservation releases from the Santa Felicia Dam (SFD) were between 50-270 cubic feet per second (cfs) for the month of August.
 - **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**
 - Flows at the Freeman Diversion averaged 247 cfs for the month of August, with 337 cfs of surface water being diverted on September 1, 2023.
 - District staff operated the Freeman Diversion throughout the month, harvesting Santa Felicia Dam release flows, recharging basins, and delivering surface water to El Rio, PTP and PV pipelines.
-

Agenda Item: 2.G Monthly Operations and Maintenance Department Report
Information Item

- In collaboration with Environmental Services, staff performed Freeman Diversion flushes and sediment removal every Monday throughout the month of August.
- August 14, 2023, staff installed rebuilt Freeman Diversion auxiliary screen.
- Staff dried, disced, and rotated low percolation rate recharge basins in Saticoy.
- Noble and Rose basins are being operated at elevated levels to increase percolation effectiveness.
- Static water levels (distance of water from the well pad to the water table):

	2023	2022	2021
Saticoy	15'	131'	135'
El Rio	63.6'	139.4'	133.7'
PTP	76'-105'	128'- 178'	129'-175'

- **Oxnard-Hueneme (OH) Delivery System**
 - Utilizing a remote camera, staff determined VFD and Emergency Gas Engine 42” suction header was significantly blocked with ammonia bicarbonate stalactite buildup which significantly reduced Booster Plant production capabilities. OH Mutual users were supplied with temporary water from Clearwell #1 as Contractor Travis Ag removed the buildup and installed 10 foot section of fabricated pipe with new access blind flange.
 - July 24 and August 28, 2023, Contractor Dive Core inspected OH Booster Plant Clearwells.
 - Newly drilled OH Well #20 test pumping completed.
 - **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).
 - District and PVCWD staff treated Reservoir #1 with 300 gallons of copper-based algaecide-molluscicide for quagga mussel control.
 - Staff rented a 6000-gallon chemical tank and installed a temporary sodium hypochlorite injection system at Saticoy’s Moss Screen facility for quagga mussel control.
 - **Pumping Trough Pipeline (PTP)**
 - During the month of August, the PTP system demand was met primarily with surface water and supplemented with PTP wells.
 - PTP reservoir sodium hypochlorite peristaltic pump was repaired and placed back in service.
 - August 24, 2023, staff replaced PTP Well #2 manifold check valve.
 - **Instrumentation**
-

Agenda Item: 2.G Monthly Operations and Maintenance Department Report
Information Item

- Instrumentation staff upgraded OH Booster Plant emergency gas engine PLC's with compact-logix control system.
 - Staff repaired Saticoy domestic tank water pump.
 - Assisting with Fe-Mn Treatment Project programming and start-up testing.
 - Diener Electric installed pole and solar panel at PTP Turnout #106.
 - **Lake Piru Water System**
 - All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of August.
 - Staff replaced filter plant mainline meter and chlorine injection quill.
 - 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. 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 August 4, 2023.
 - Butler and Freeman properties drains cleared from winter storm slide activities.
 - 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.
 - Assisted Recreation staff with 400 feet of irrigation trenching at SFD Dog Park.
 - **Safety and Training**
 - During July and August, approximately 3,100 hours of work, within the O&M department, were performed with 1 reportable accident.
 - The online Target Safety assignment for July and August were "Water Industry Hearing Conservation", "Water Industry Hazardous Communication", and the safety meeting covered Annual Hearing Conservation training. Three safety videos were shown and discussed with staff— *Social Consequences of Hearing Protection* by NIOSH, *Protect Your Hearing: Intensity and Duration of Noise* by WorkSafeBC, and *3M Hearing Training Video* by RS Group. The Risk and Safety Manager also completed the annual hearing testing for O&M staff, as well as baseline testing of new
-

Agenda Item: 2.G Monthly Operations and Maintenance Department Report
Information Item

- O&M staff. Safety tailgate on outdoor hazards such as rattlesnakes was presented by SFD staff at the monthly safety meeting.
- Tailgate safety meetings were conducted at all individual O&M field locations and the topic included refresher training on equipment used at the various O&M locations.

Attachment: Operations Log for August



Staff Report

To: UWCD Board of Directors

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

From: Clayton W. Strahan, Chief Park Ranger

Date: August 22, 2023 (September 13, 2023, meeting)

Agenda Item: 2.G Attachment 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 months of July and August 2023.

Discussion:

During the months of July and August, staff dealt with many typical maintenance challenges associated with a busy park, as well as several incidents that are prevalent with summer crowds. With the high lake levels the lake experienced record-breaking visitation numbers as well as record breaking revenue. Staff are gearing up for the final holiday weekend. Staff have worked tirelessly moving the marina, swim beach buoy line and marker buoys as lake levels continue to decrease.

Note – this report also contains tasks and incidents that occurred during the month of June after the filing of the previous staff report and are included here to ensure the Board is fully informed of activities at the Recreation Area.

1. Staff Tasks and Activity Highlights

- **July and August:** Staff performed significant moves to the marina, anchors, swim beach buoy line and courtesy docks to keep pace with falling lake levels, as the district performs a sizable conservation release. These efforts have included re-positioning the large lakeside anchors and keeping the damaged marina in operation while staff continue working toward replacing this piece of infrastructure.
 - **July and August:** Summer Construction Inc. (SCI), the districts contractor hired to perform FEMA cleanup and repair work, continued with efforts to restore facilities in and around Lake Piru after the January 9, 2023, storm event. Work on the western side of the lake was completed in mid-July and SCI has since transitioned to performing work on the east access road across the Santa Felicia Dam. It is anticipated that all work will be completed in mid to late September. As the Board is aware, staff is currently working with FEMA to pursue reimbursement for the nearly \$4,000,000 in damages sustained from the January storm event.
 - **June 29:** Ranger staff assisted in a Santa Felicia Dam Security Evaluation by utilizing
-

drone technology in order to get a better vantage point of potential security risks.

- **July 1 and August 5:** Staff hosted a “Howl at the Moon” nighttime fishing event. The event is a recurring monthly event which takes place on the first Saturday of every month and allows guests to fish from 5pm to 1am.
 - **July 3:** Staff performed maintenance on the Reasoner Cove courtesy dock by replacing broken tile and reattaching loose decking to eliminate safety risk to the public.
 - **July 9 and 10:** Staff worked on clearing the area outside dry storage in preparation for an asphalt paving project that is set to take place in August.
 - **July 13:** Staff met with Spartan Races, the nation’s largest obstacle course race venue, to explore a partnership with the district. Unfortunately, due to the uncertainty of water levels this fall, with the anticipation of importing excess state water, we could not reach an agreement with Spartan. However, we have developed a strong relationship with the venue and will work to host something in 2024.
 - **July 14:** Significant repairs were made to the park ranger patrol vehicle fleet associated with radio programming and siren activation. This effort included replacing essential components of the vehicle public announcement system and siren system, aligning with reprogramming radios to ensure proper functionality.
 - **July 15, August 5, and September 2:** Staff hosted three National Bass West fishing tournaments. The semi-professional bass tournaments saw an approximately 35 boat average and generated approximately \$1,000 in additional revenue.
 - **July 21:** Staff facilitated filming for a shoot titled Mourning Rock which was an independent film. This production generated \$4,850.00.
 - **July 27:** Significant maintenance was performed on employee golf carts. Camp hosts use these carts to navigate the campground and sell commodity items such as firewood and ice.
 - **July 28:** 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.
 - **July 31:** Boat #2 was taken in for repairs. While moving the marina the patrol vessel began to overheat and showed signs of mechanical failure. While the vessel was in for service, staff took the opportunity to get the seats reupholstered, as well as the awning replaced. Both showed signs of significant wear.
 - **July 19, 26, and August 9:** Water Works plumbing made significant repairs and upgrades to the dated plumbing system in the Olive Grove campground. These repairs included fixing a cracked septic pipe in the full hook up row in Olive Grove campground, as well as the upper and lower restrooms to replace hot and cold-water valves servicing the park’s laundry services. In addition to the plumbing repairs, new dryer vents were installed in the upper restroom in accordance with building regulations, before installation of new coin operated laundry machines.
 - **August 1:** Staff conducted a maintenance overhaul to the District’s patrol ski. This jet ski, purchased several years ago, allows ranger staff to easily navigate the lake in order to enforce boater safety measures in shallow areas.
 - **August 3:** Staff had the opportunity to take members of the Santa Clarita tourism board on a tour of the recreation area. They have the ability to market and promote our interpretive
-

program and any other events we might want to hold to a large audience.

- **August 3-9:** Oak Lane asphalt repair project, was a necessary and long overdue project that will serve to improve campers' experience at Lake Piru.
- **August 5:** Staff contracted an electrician to install new electrical plugs to facilitate new washers and dryers.
- **August 18:** Staff received and installed new coin operated washer and dryer units for the Olive Grove campground. These new washers and dryers replaced outdated and well-used appliances that had become inefficient to operate and had become plagued with maintenance issues. These appliances generate significant revenue and are anticipated to pay for themselves within 18 months of entering service.
- **August 18:** Art Center College of Design, conducted a student film production for its students, which generated approximately \$600 in new revenue.
- **August 19:** Staff worked to evacuate campers and day use visitors to ensure public safety in preparation for high winds and significant rainfall as Hurricane Hilary made landfall.
- **August 20-22:** Staff spent time performing cleanup work because of the effects of Hurricane Hilary. While there was no significant damage, there was a moderate amount of cleanup needed.
- **August 28:** Start of the asphalt project for dry storage.

2. Staff Training/Meetings/Events

- **July 12:** All three of the district's Park Ranger cadets were formally sworn in and to an oath of office to become peace officers for the district.
 - **July 12:** The Lake Piru Park Ranger program was awarded the 2023 Lexipol Connect silver certification for excellence in law enforcement policy management. The award, which was given by Lexipol, the districts law enforcement policy management contractor, is issued to agencies exercising a high level of policy management solutions and high degree of oversight on their program. It should be noted that Lexipol is the nation's largest and most respected policy management firm for law enforcement, fire, and public agencies.
 - **July 15 and August 19:** Staff hosted a monthly event for Happy Campers, an alcoholics Anonymous group who has been hosting monthly recovery meetings for residents of Los Angeles County for month than twenty years.
 - **July 14:** Park Ranger staff completed CLETS (California Law Enforcement Telecommunications System) training. This training allows ranger staff to access DMV and criminal records to carry out their duties, and to effectively complete citations.
 - **August 16:** Staff facilitated an annual training day at Lake Piru for County Search and Rescue and EMS first responders. This annual exercise, targeting water rescues, is imperative in ensuring our first responders are well versed in the skills needed to respond to emergencies for the residents of our county.
 - **August 26 and 27:** Staff attended a sonic sonar training hosted by the Ventura County Sheriffs Officer Search and Rescue. This training will allow ranger staff to become familiar with the sonar systems on the patrol vessels that are used in conducting underwater search and recovery operations in the event of a drowning. Sonar is critical in many emergency situations on the water and will further prepare Park Ranger staff in performing their duties.
-

3. Revenue and Visitation Recap

2023 Day Use/Other Revenue Recap and Comparison	
2023 Day Use/Other Revenue (Jan. 1 – August 22)	\$255,083.70
2022 Day Use/Other Revenue (Jan. 1 – August 22)	\$226,434.10
Total Revenue Increase/Decrease from Prior Year	\$28,649.60
Annual Increase/Decrease in %	+12.65%
2023 Camping Revenue Recap and Comparison	
2023 Camping Revenue (Jan. 1 – August 22)	\$522,303.54
2022 Camping Revenue (Jan. 1 – August 22)	\$455,799.00
Total Revenue Increase/Decrease from Prior Year	\$66,504.54
Annual Increase/Decrease in %	+14.59%
Total Combined Revenue Current and Previous Year Comparison (2023 vs. 2022)	
2023 All Revenue (Jan. 1 – Aug. 22)	\$768,204.24
2022 All Revenue (Jan. 1 – Aug. 22)	\$683,594.10
Total Revenue Increase/Decrease from Prior Year	+\$84,610.14
Annual Increase in %	+12.37%

***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
July	24,482	5,716	893	54
August	9,105	2,561	400	16
Total	75,891	19,512	4,461	229

4. Incidents/Arrests/Medicals

- **July 16:** Ranger staff responded to a behavioral health emergency that took place in Olive Grove campground. Ultimately, the disturbing party/patient was transported to Henry Mayo hospital via AMR without incident. The distributing party was suicidal and was transported for a mental health evaluation.
 - **July 28:** Ranger staff responded to a medical call involving a laceration on a woman's thigh. Ranger staff responded to the marina area and provided basic medical care until EMS arrived. EMS assessed the patient and advised that she should seek medical treatment. Ultimately the patient refused transportation and self-transported to a local hospital where she received several stitches for the wound.
 - **August 4:** Ranger staff responded to a physical altercation involving two camp hosts. Staff requested the assistance of the Ventura County Sheriff's office who responded and assisted
-

staff in addressing the issue. Ultimately, it was determined that the reporting party had exaggerated claims and all that occurred was a verbal disagreement.

- **August 4:** Staff responded to a call for medical aid for a possible seizure. Upon arrival, staff contacted the father of the 10-year-old victim. EMS was contacted and the victim was ultimately transported to a local hospital where he was treated.
- **August 13:** Ranger staff responded to a report of a capsized vessel. Upon arrival on the scene, ranger staff observed eight people swimming around an overturned vessel claiming there was a baby trapped inside the vessel. Ranger staff quickly entered the water and were able to overturn the vessel and retrieve the trapped occupant. Ultimately the two-year-old patient was transported to a local hospital and found to be in stable condition.

5. Citations/Enforcement Summary

Throughout July and August, three 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

During the month of August, staff-initiated efforts to partner with California State Parks Division of Boating and Waterways on starting a life jacket loaner program that aims to make life jackets available to the public on a loaner basis. California State Parks has provided LPRA with approximately 90 life jackets (30 of each size), as well as an information board, which will hang above the life jackets storage locker, and is printed in English, as well as Spanish. The District's only cost is to fund and build a wooden stand and purchase a storage locker, for a combined investment of approximately \$600. The state's contribution is approximately \$3,000 in equipment. There is no formal agreement set involving UWCD and California State Parks. However, there is an expectation that we will provide the public with this important public service and provide annual updates on the number of uses during the year.



Staff Report

To: UWCD Board of Directors

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

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

Date: August 31, 2023 (September 13, 2023, meeting)

Agenda Item: 2.G Attachment 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 months of July and August 2023, including a summary of the 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 July and August 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 will continue seeking opportunities to secure additional Article 21 and other SWP 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: 2.G Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs)
Information Item

Page 2

- 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 and El Rio to maintain optimum percolation rates for the facilities.
- Staff continued to assist the Engineering Department in developing a reservoir operations plan and hydrological risk assessment for Lake Piru prior and during the Santa Felicia Dam new outlet works system construction.
- Staff assisted the Engineering Department with design and planning for the proposed new intakes of the new outlet works.
- Staff began developing a monitoring plan required by Ventura County for future artificial recharge operations in Ferro Basin.
- Staff met with United's consultant and the State Water Resources Control Board on August 23 to continue planning for permit modification to increase United's instantaneous diversion rate at Freeman Diversion.
- Staff assisted with on-boarding of new Associate Hydrologist Luke Bryden.
- Staff assisted consultants with planning and conduct of a drone-based Lidar survey of the Santa Clara River channel, to support design of a proposed new fish passage and modification of the Freeman Diversion.
- 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 in subsequent sections of this report.
 - Staff assisted with on-boarding and initial orientation of new Senior Hydrogeologists Christofer (Chris) Coppinger and Patrick (Pat) O'Connell.
 - Staff continued to assist the Engineering Department and their consultant with design of Phase 1 extraction wells for United's EBB Water Project.

Agenda Item: 2.G Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs)
Information Item

Page 3

- Staff are working with a consultant to plan installation of EBB Water Project Phase 1 groundwater monitoring wells and are managing the SGM Grant activities associated with this effort.
- Staff are developing a sampling and analysis plan for the EBB monitoring wells to provide data on ambient groundwater conditions in the project area. The information collected will be used in support of design of Phase 1 of the EBB Water Project.
- Staff conducted a field investigation to determine the provenance of pebble- to cobble-size rocks present in the bed of the Santa Clara River below Freeman Diversion. This investigation was conducted to determine whether Todd Barranca or other small tributaries to the River are potentially significant sources of flow and sediment.
- Staff developed an animation illustrating the initial development and subsequent expansion of the groundwater recharge mound formed this spring and summer below United's spreading basins in the Forebay.
- Staff provided technical support to the Engineering Department during drilling, construction, and development of El Rio Well #20.
- Staff began planning for an update to United's "Maximum Extent Practicable" (MEP) analysis of the impacts on groundwater conditions of potential reductions of diversions and recharge in the Oxnard and Pleasant Valley Basins.
- Staff prepared a revised draft monitoring plan to support the updated "Recycled Water Impacts Analysis" (described below, under "Groundwater Modeling").
- Chris Coppinger and other staff participated in an initial planning meeting with the State Water Resources Control Board for the Prop 1, Round 3 grant in support of the EBB Water Project. Chris Coppinger is United's "Project Director" and the grant is expected to be finalized and signed late this year.
- Groundwater Modeling:
 - Staff have brought back the model review panel composed of three modeling experts to review the updated Coastal Plain Model. 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.
 - Staff are revising and further improving the updated Coastal Plain Model based on the feedback from the model review panel.
 - Staff held meetings with FCGMA staff and its consultant, DUDEK, on the modeling support efforts using the updated Coastal Plain Model.
 - Staff have assisted the City of Oxnard in assessing the benefits and impact of its Recycled Water Pumping Allocation (RWPA) based on supplying the advanced treated recycled water (RW) from the City of Oxnard's Groundwater Recovery Enhancement and Treatment Program (GREAT Program) to agricultural users in the southern Oxnard

Agenda Item: 2.G Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs)
Information Item

Page 4

- Basin. Staff have written a new RWPA impact analysis currently under review by the FCGMA and the City of Oxnard.
- Staff performed and delivered a modeling analysis to legal counsels for litigation support related to the OPV adjudication.
 - Staff are working on the subsidence model calibration.
 - Outreach and Education
 - Several staff attended the AWA presentation on “The Not-So-Friendly Friendly Adjudication” on July 20.
 - Several staff attended a Groundwater Resources Association of California (GRAC) webinar on “A Panel Discussion on Measuring, Modeling, and Managing Subsidence” on August 2.
 - Several staff attended a tour of Alameda Co. Water District’s Newark Aquifer Reclamation Facility on August 8.
 - John Lindquist gave an overview of the EBB Water Project to the Salinas Valley Basin Groundwater Sustainability Agency on August 17.
 - Murray McEachron gave a tour of Freeman Diversion and Saticoy Spreading Grounds to Ventura County CEO Sevet Johnson on August 24.
 - Murray McEachron and John Lindquist gave presentations on the history and current operations of United Water Conservation District at lunchtime educational meetings open to all United staff on August 7, 16, and 23.

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 FCGMA held regular Board meetings on June 28, July 26, and August 23, and a special Board meeting on July 14.

Notable agenda items for the June 28 meeting included:

- A presentation from Agency staff regarding past 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 City and several stakeholders commented that the Resolution (which expires in January 2024, according to the FCGMA) should be modified to improve the viability of the GREAT project into the future. The Board asked for more information to be presented at their July 26 meeting.

Agenda Item: 2.G Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs) Information Item

Page 5

- A staff presentation on, followed by adoption of, FCGMA staff's proposed work plan and budget for fiscal year 2023-24.
- The FCGMA Board granted their Executive Officer authority 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.
- A staff presentation on, followed by approval of, the Operations Committee's recommendations for process and criteria for ranking and prioritizing water-supply projects for funding and inclusion in Groundwater Sustainability Plans.
- A staff report and presentation on the Notice of Groundwater Adjudication in the Oxnard and Pleasant Valley Groundwater Basins.

The July 14 special Board meeting was primarily a closed-session discussion with legal counsel regarding the lawsuit "Las Posas Valley Water Rights Coalition v. Fox Canyon Groundwater Management Agency."

Notable agenda items for the July 26 Board meeting included:

- Another presentation from Agency staff regarding the City of Oxnard's recycled water deliveries and FCGMA Resolution 2013-02. Again, multiple comments from stakeholders were provided in support of modifying the resolution as needed to maintain viability of the City's GREAT program. The FCGMA requested that United and the City provide an updated recycled water impacts analysis for review and potential inclusion in the agenda for the FCGMA's September 2023 meeting.
- An update on planning for implementation of the Las Posas Valley Basin Adjudication Judgment.
- Another staff report and presentation on the Notice of Groundwater Adjudication in the Oxnard and Pleasant Valley Groundwater Basins.

Notable agenda items at the August 23 Board meeting included:

- The budget for destruction of well 01N22W04K01S in Oxnard was increased and the FCGMA's Executive Officer given authority to enter a contract with a drilling company to destroy the well.
- An update from Agency staff on planning and progress for the five-year updates of the Oxnard, Pleasant Valley, and Las Posas Valley Basin GSPs.
- Another staff report and presentation on the Notice of Groundwater Adjudication in the Oxnard and Pleasant Valley Groundwater Basins.

Agenda Item: 2.G Monthly Water Resources Department Report and Update on Activities of local Groundwater Sustainability Agencies (GSAs) Information Item

Page 6

- The FCGMA Board granted their Executive Officer authority to sign a retainer agreement with a law firm to represent the FCGMA in pending litigation.

The next regular Board meeting is scheduled for September 27 at 1:30 p.m.

Operations Committee meetings – None were held during July and August.

Executive Committee meetings – None were held during July and August.

Fiscal Committee meetings – None were held during July and August.

OPV Variance Review Committee meeting – None were held during July and August.

Ad Hoc OPV Projects Committee meetings – None were held during July and August.

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 August 17; notable agenda items at that meeting included:

- Daniel B. Stephens & Associates was selected for as-needed general technical and planning support services.
- Daniel B. Stephens & Associates was also selected for as-needed technical support services for the development and implementation of a GSA Well Permit Review Program.
- Daniel B. Stephens & Associates gave a presentation regarding the FPBGSA's Well Permitting Review Process, and sought the Board's comments and direction.

The next FPBGSA Board meeting is scheduled for September 21, at 4:00 p.m.

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 did not hold any meetings in July or August. The next FPBGSA Board meeting is scheduled for September 25, at 4:00 p.m.

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

From: Anthony A. Emmert, Assistant General Manager

Date: August 31, 2023 (September 13, 2023, Meeting)

Agenda Item: 3.1 State Water Project Water Transfer from Palmdale Water District
Motion

Staff Recommendation:

The Board will consider approving the Agreement with Palmdale Water District for the transfer of 2,000 acre-feet of Table A State Water Project water and authorizing the General Manager to execute the Agreement and associated documents.

Background:

Palmdale Water District (PWD) currently holds the rights to 21,000 acre-feet of State Water Project (SWP) Table A water supply allocation under contract with the California Department of Water Resources (DWR). PWD has developed a portfolio of additional SWP supplies beyond its Table A allocation. During high allocation years, PWD is unable to deliver its full portfolio of SWP supplies.

The District holds the rights to 5,000 acre-feet per year of SWP Table A Water Supply Allocation under its respective contracts. The District takes receipt of its SWP water through either SWP Reach 29 via release from Pyramid reservoir or SWP Reach 30 from Castaic Reservoir.

Discussion:

With the SWP allocation of 100 percent for Calendar Year 2023, PWD has sufficient supply to cover all its demands, and desires to transfer a portion to the District. The District has the capacity to receive the surplus PWD water before the end of Calendar Year 2023 and utilize it to supplement groundwater recharge within the District service area.

Because the water to be transferred will be delivered through existing facilities, without the construction of additional facilities, the parties agree that the proposed transfer of water constitutes a project that is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (b) of the State CEQA Guidelines.

**Agenda Item 3.1 State Water Project Water Transfer from Palmdale Water District
Motion**

A summary of proposed agreement terms:

- One-year term (2023).
- Transfer of 2,000 acre-feet of PWD's SWP Table A allocation.
- District to pay PWD \$191.30 per acre-foot based on the PWD's existing agreement with Littlerock Creek Irrigation District.
- District to pay all variable costs related to the transferred water supply (estimated \$300 per acre-foot).

Fiscal Impact:

The total cost of the water transfer is estimated at \$982,600. The FY 2023-2024 Budget contains sufficient funds to cover the anticipated expenditure.

Attachment:

Attachment 1: Agreement

WATER TRANSFER AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND UNITED WATER CONSERVATION DISTRICT

This Agreement (Agreement) is made and effective as of _____ (Effective Date) by and among Palmdale Water District (PWD), a special act agency, and United Water Conservation District (UWCD). PWD and UWCD referred to collectively as the Parties.

BACKGROUND AND PURPOSE

PWD is a State Water Project Contractor that receives imported water deliveries from the SWP. UWCD holds the rights to 5,000 acre-feet per year of State Water Project (SWP) Table A Water Supply allocation under its respective contract.

UWCD has expressed a need for additional water supplies, particularly during high allocation years of the SWP. PWD has developed a portfolio of additional SWP supplies beyond its Table A allocation. During high allocation years PWD is unable to deliver its full portfolio of SWP supplies. With the 2023 SWP allocation of 100%, PWD has enough supply to cover all its demands, and UWCD has capacity to take additional water. PWD shall make available 2,000 acre-feet (AF) of its Table A water for transfer to UWCD in 2023.

TERMS AND CONDITIONS

Condition Precedent

DWR's written approval of this Agreement in the form of a change in point of delivery agreement, including the terms and conditions herein, is a condition precedent to the effectiveness of this Agreement.

Water Transfer

PWD will make available 2,000 AF of PWD's Table A water for transfer to UWCD for delivery in 2023. PWD is not responsible for water made available for transfer under this Agreement that is not delivered to UWCD. The transfer will occur as provided in the Change in Point of Delivery Agreement. The point of transfer is Banks Pumping Plant.

Places of Use

The water transferred to UWCD in 2023, pursuant to this Agreement, will be delivered through existing facilities and will be used entirely within UWCD's service area.

Compliance with Article 57(g) of the Water Supply Contracts

PWD will confirm and ensure compliance with Article 57(g) of the respective Water Supply Contracts related to this transfer.

California Environmental Quality Act (CEQA) Notice of Exemption

Because all of the water delivered to UWCD pursuant to this Agreement will be delivered through existing facilities, without the construction of additional facilities to affect such deliveries, PWD and UWCD agree that the transfer of water described herein constitutes a project that is exempt from CEQA pursuant to Section 15301 (b) and 15061(b)(3) of the State CEQA Guidelines. PWD therefore filed a Notice of Exemption for the project described herein with the State Office of Planning and Research and the Ventura County Clerk's office.

Transaction Costs

UWCD shall pay PWD a rate of \$191.30 for every AF of water made available by PWD; payment shall be made within 45 days of the PWD invoice date. UWCD shall be responsible for the SWP delivery costs for the water delivered to UWCD.

Approvals

UWCD and PWD each agree to cooperate with DWR and with each other in the preparation, review, and execution of that agreement with DWR, and with the processing of such other approvals as may be necessary to affect the water transfer described herein.

Other Costs

PWD and UWCD shall each be responsible for its own legal and consulting costs incurred in the preparation, review, and implementation of this Agreement.

Costs of Defense

In the event of any legal action by a third party to challenge this Agreement and/or the water transfer described herein, UWCD and PWD agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the Parties.

Force Majeure

In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the Parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the Parties for that portion of the Agreement that cannot

be performed; provided, however, that UWCD and PWD shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

Notices

Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Palmdale Water District
Dennis LaMoreaux, General Manager
2029 East Avenue Q
Palmdale, CA 93550
Phone: 661.456.1017
Email: dlamoreaux@palmdalewater.org

United Water Conservation District
Mauricio Guardado, General Manager
1701 North Lombard Street
Oxnard, CA 93030
Phone: 805.525.4431
Email: mauriciog@unitedwater.org

Authority

The undersigned representatives of UWCD and PWD hereby represent that they are authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

In witness whereof, the Parties have executed this Agreement as of the Effective Date above written.

Palmdale Water District:

United Water Conservation District

Dennis D. LaMoreaux, General Manager

Mauricio E. Guardado, General Manager



Staff Report

To: UWCD Board of Directors

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

From: Anthony A. Emmert, Assistant General Manager

Date: August 31, 2023 (September 13, 2023, Meeting)

Agenda Item: 3.2 State Water Project Water Transfer from Santa Clarita Valley Water Agency
Motion

Staff Recommendation:

The Board will consider approving an agreement between United Water Conservation District (District) and Santa Clarita Valley Water Agency (SCVWA) for the transfer of 2,000 acre-feet up to 10,000 acre-feet of Table A State Water Project water from SCVWA to UWCD and authorizing the General Manager to execute the agreement and associated documents.

Background:

Santa Clarita Valley Water Agency (SCV Water) currently holds the rights to 95,200 acre-feet per year of State Water Project (SWP) Table A Water Supply allocation under contract with the California Department of Water Resources (DWR). SCV Water has developed a portfolio of additional SWP supplies beyond its Table A allocation. During high allocation years, SCV Water is unable to deliver its full portfolio of SWP supplies.

The District holds the rights to 5,000 acre-feet epr year of SWP Table A Water Supply allocation under its respective contracts. The District takes receipt of its SWP water through either SWP Reach 29 via release from Pyramid reservoir or SWP Reach 30 from Castaic Reservoir.

Discussion:

With the SWP allocation of 100 percent for Calendar Year 2023, SCVWA has sufficient supply to cover all its demands, and desires to transfer a portion to the District. The District has the capacity to receive the surplus SCVWA SWP water before the end of Calendar Year 2023 and utilize it to supplement groundwater recharge within the District service area.

**Agenda Item 3.2 State Water Project Water Transfer from Santa Clarita Valley Water Agency
Motion**

Because the water to be transferred will be delivered through existing facilities, without the construction of additional facilities, the parties agree that the proposed transfer of water constitutes a project that is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (b) of the State CEQA Guidelines.

A summary of the proposed agreement terms:

- One-year term (2023).
- Transfer of between 2,000 to 10,000 acre-feet of SCV Water's SWP Table A allocation.
- District to pay Santa Clarita Valley Water \$120.00 per acre-foot.
- District to pay all variable costs related to the transferred water supply (estimated \$300 per acre-foot).

Fiscal Impact:

The total cost of the water transfer is estimated to be within \$840,000 to \$4,200,000. The FY 2023-2024 Budget contains sufficient funds to cover the anticipated expenditure.

Attachment: 1: Agreement

**AGREEMENT
FOR A WATER TRANSFER
BETWEEN
UNITED WATER CONSERVATION DISTRICT
AND
SANTA CLARITA VALLEY WATER AGENCY**

This water Transfer agreement ('Agreement') is made and entered into on _____, by and between United Water Conservation District ("UWCD") and Santa Clarita Valley Water Agency ("SCVWA"). UWCD and SCVWA may be referred to individually as a "party" and collectively as "the parties."

R E C I T A L S

- A. UWCD hold the rights to 5,000 acre-feet per year of State Water Project (SWP) Table A Water Supply allocation under its respective contract.
- B. SCVWA has contracted with DWR for a SWP water supply and holds a Table A amount of 95,200 acre-feet per year; and
- C. SCVWA and UWCD overlie adjoining groundwater basins located along the Santa Clara River; and
- D. SCVWA and UWCD desire to coordinate enhancing the water supply reliability of their service areas; and
- E. SCVWA and UWCD agree to a one-time non-permanent transfer of up to 10,000 acre-feet of SCVWA's 2023 SWP Table A amount ("Transfer Agreement"); where UWCD agrees to purchase a minimum of 2,000 acre-feet of SCVWA's Table A water with an optional transfer of the remaining 8,000 acre-feet; and
- F. UWCD and SCVWA have determined that the transfer provided for in this Agreement will involve no change in the type of use or expansion of use of either UWCD or SCVWA's existing facilities and is thus exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15301 and 15061(b)(3) of the State CEQA Guidelines.

Now, therefore, incorporating the foregoing recitals herein, the parties agree to a water transfer with the following term and conditions:

1. **Term:** The term of this Agreement shall commence on November 1, 2023 ("Effective Date"). All purchased water will be delivered by December 31, 2023. The Transfer Agreement will terminate by July 1, 2024.

2. Delivery of SCVWA Water to UWCD

- a. **Transfer Amount:** SCVWA is entitled to SWP water and desires to transfer up to 10,000 acre-feet ("SCVWA Water") to UWCD under this Agreement. UWCD shall accept delivery of up to 10,000 acre-feet of SCVWA Water during the timeframe described in Section 2(d).
- b. **The Point of Delivery:** The point of delivery (POD) of SCVWA Water to UWCD shall be either Reach 29 (Pyramid to Piru Creek) or Reach 30 (Castaic Lake).
- c. **Scheduling:** UWCD shall determine delivery and quantities of the Transfer Agreement water. Water transferred under this term sheet can be requested and scheduled in multiple blocks any time prior to December 31, 2023, subject to capacity limitations imposed by DWR.
- d. **Costs:** UWCD will be responsible for all charges associated with the conveyance of water from the Transfer Agreement to the POD, which will be billed to UWCD. UWCD will take possession of the Transfer Agreement water at the POD and be responsible for all charges associated with conveyance of Transfer Agreement water downstream from the POD.
- e. **Purchase Price:** The purchase price for Transfer Agreement water sold by SCVWA and to be delivered to UWCD shall be \$120 per acre-foot. This price includes both the minimum purchase of the 2,000 acre-feet and the remaining optional 8,000 acre-feet.

3. Miscellaneous Provisions

- a. **Approvals:** UWCD and SCVWA each agree to cooperate with DWR, and with each other in the preparation, review, and execution of that agreement with DWR, and with the processing of such other approvals as may be necessary to affect the water transfer described herein. The parties will cooperate and exercise best efforts to assist one another in obtaining any approvals which are necessary to affect deliveries of water transfer.

- b. Other Costs:** This Agreement identifies the total costs of the water exchange provided for in this Agreement. Neither party is responsible to the other for any costs other than those identified herein.
- c. CEQA:** The parties agree that the water exchange contemplated by the Agreement is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3) because it will involve no change in the type of use or expansion of use of either UWCD or SCVWA's existing infrastructure facilities. Rather, the water exchange will involve the exercise of UWCD and SCVWA's existing right to SWP water, and the transfer of said water between UWCD and SCVWA pursuant to the terms of this Agreement. The exchange will consist merely of the continued operation of UWCD and SCVWA's existing facilities and the parties agree that there are no unusual circumstances that would trigger the need for further CEQA review. SCVWA will act as the "lead agency" in obtaining approvals from DWR and for CEQA. UWCD will be the "responsible agency."
- d. Liability:** Neither party hereunder shall be liable to the other party, nor subject to any claim, demand, causes of action, costs, expenses, loss, or damage or injury of any kind or any nature whatsoever in connection with the control, handling, use, disposal, or distribution of water supplied to the other party after such water has been delivered to the other party or its designee.
- e. Notices, Confirmation and Communication:** Notices, confirmation and communication shall be in the form of emails, followed by written notice delivered personally or by U.S. mail or facsimile, and effective on the date of the first received to the following addresses:

United Water Conservation District
Attn: Mauricio Guardado, General Manager
1701 North Lombard Street, Suite 200
Oxnard, CA 93030
Telephone: 805-525-4431
Facsimile: 805-525-2661
Email: mauriciog@unitedwater.org

Santa Clarita Valley Water Agency
Attn: Mathew Stone, General Manager
27234 Bouquet Canyon Road
Santa Clarita, CA 91350
Telephone: 661-297-1600
Facsimile: 661-297-1610
Email: mstone@clwa.org

ATTACHMENT

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

United Water Conservation District

Santa Clarita Valley Water Agency

Mauricio E. Guardado
General Manager

Mathew G. Stone
General Manager



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Craig Morgan, Engineering Manager

Date: August 29, 2023 (September 13, 2023, meeting)

Agenda Item: 3.3 Contract for Hardened Ramp 60% Design Hydraulic Support for NHC in the Amount of \$343,490.
Motion

Staff Recommendation:

The Board will consider authorizing the General Manager to execute a professional consulting services agreement with Northwest Hydraulic Consultants, Inc. (NHC) to support the advancement of the Hardened Ramp Design to 60% and authorize the expenditure of an amount not to exceed \$343,490.

Background:

The Hardened Ramp Fish Passage alternative has been selected as the project to advance at the Freeman Diversion under the condition that it receives the proper support from Wishtoyo, NMFS and CDFW. The 30% design has been completed and now the design must advance to 60% by January 12, 2024, as specified in the Joint Stipulation.

NHC will be supporting GEI in the development of the 60% plan set for the Hardened Ramp. The support will include providing consultation on the hydraulic design to bolster GEI's design development. NHC will also advance the hydraulic design to support new information, design modifications or fishery agency (NMFS and CDFW) feedback.

GEI's portion of the 60% design will be covered in a separate contract.

Fiscal Impact:

NHC's support of the Hardened Ramp to 60% Design is included in the Fiscal Year 2023-24 Budget (421-400-81020 Project 8001), and sufficient funds are available to provide for \$343,490.

Attachment:

Attachment A - PCS for the Hardened Ramp 60% Design Support for NHC

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 Northwest Hydraulic Consultants, Inc., (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional services in connection with providing support for the advancement of the Engineering design to the 60% level for the Hardened Ramp Fish Passage Alternative (“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. **Brady McDaniel** 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 **Craig Morgan** 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 **January 31, 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 **three hundred forty-three thousand four hundred ninety dollars (\$343,490)** 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 **Craig Morgan**, 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:	Brady McDaniel Principal Northwest Hydraulic Consultants 2600 Capitol Ave Ste 140 Sacramento, CA 95816
----------------	--

To UNITED:	Craig Morgan Engineering Manager 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

Northwest Hydraulic Consultants Inc.

By _____

**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**.



NHC Ref. No. 5008413

24 August 2023

United Water Conservation District

1701 Lombard Street
Oxnard, CA 93030

Attention: **Craig Morgan, P.E.**
 Engineering Manager

Via email: craigm@unitedwater.org

Subject: **Freeman Hardened Ramp 60% Design Hydraulics Support**

Northwest Hydraulic Consultants (NHC) has developed preliminary design drawings and reporting for the Hardened Ramp Fish Passage Alternative (Hardened Ramp) at Freeman Diversion Dam (FD) for United Water Conservation District (United). NHC previously provided a 30% design for the Hardened Ramp MOD-6 configurations in the Design Development Report (2020), which was superseded by the MOD-9 configuration within the Basis of Design Report (2021) and updated to include design developments from physical modeling in the 100% hydraulic plans DDR (2023).

GEI will be developing the 60% design plans for the Hardened Ramp Concept. In the previous phase of work (2023) GEI updated their analysis from the original 30% design level (2020) to incorporate the new design features and to perform analysis that will support the upcoming 60% design (foundation design, gate design, ramp structural elements, etc.). In this phase of work NHC will be supporting United and GEI in the development of the 60% plan set for the Hardened Ramp. This will include providing consultation on the hydraulic design to support GEI's design development. NHC will also advance the hydraulic design where necessary from new information, design modifications or fishery agency (NMFS and CDFW) feedback. GEI will have a separate scope and cost.

An Operational Working Group has been assembled to work through issues for the 375 cfs and 750 cfs maximum diversions. This group is tasked with discussing an operational plan so that United can begin an effects analysis. This work is covered under a separate scope of work. The preliminary designs assumed a maximum capacity of 750cfs, the 60% design will proceed assuming this maximum capacity. If this changes, it may result in a change in scope and schedule to be discussed at that time if necessary.

The services to be provided can be described to some degree at present but will be adapted depending on needs identified by United moving forward. The work will be directed by United and coordinated in regular meetings. A description of work tasks and budgets to support the expected level of effort are provided below.

TASKS

NHC has identified three primary tasks for completion of the work described below.

Task 1: Hydraulic Support Tasks

The DDR (2023) provides the hydraulic basis of design. Hydraulics work on this phase will primarily be to refine the concept. Below are some areas where additional hydraulic modeling may be necessary:

1. Update of reach wide hydraulic models to represent post January 2023 storms and assessment of impacts to peak (100-year) water levels.
2. Additional analysis and design of the Fish Monitoring Station as discussed in the response to comments for the DDR.
3. Refinement of the Fish Bypass System and Return to address comments from the DDR.
4. Support for the gate design, particularly related to operational criteria and hydraulic issues.
5. Refine details on the Fish Screens (screen, support, baffle, cleaning, etc.) and approach conditions. It is assumed that GEI will lead the mechanical and civil design components. Providing design input (depths, velocities, etc.) for GEI to use for civil design feature refinement.
6. Input on Maintenance access and operational components
7. Updated numerical model runs where changes in the design require additional analysis.
8. Additional detail on river training works/bank protection design.

Some items on the list above may be delayed until the 90% submittal and replaced with other items.

Assumptions: It is assumed that the court mandated schedule will be re-installed that included 120 days (4 months) to work on the 60% Design Drawings. GEI will lead the development and production of the drawings. NHC's work will primarily be related to hydraulic analysis. NHC will not develop plans. NHC will provide short memoranda where necessary to describe individual items completed, a full updated DDR/BOD is not part of this phase of work.

Task 2: Constructability Assessment

NHC will work with GEI on their assessment of constructability of the proposed project. NHC will provide hydrologic input for the constructability work, for developing concepts and design for the cofferdam around the site, stream diversion, and bypass. This work will include appropriate storm and water level to design for during the construction period. This task will also include time for periodic reviews to assist GEI in refining design elements for operational reliability and cost efficiency.

Assumptions: The constructability assessment will be preliminary and refined in the 90% design. The information from the assessment and value engineering review will be provided to GEI to support their documentation.

Task 3: Meetings and Coordination

This task includes time for project management, meetings, invoicing, and coordination with the United Team.

NHC will work with the GEI team to help through the design period, especially by providing consultation on the hydraulic design, details, and any issues to be resolved. It is assumed that these meetings will take place on a weekly basis with occasional additional meetings.

NHC attends weekly standing meetings on the Hardened Ramp with the United Team where we discuss the advancement of design concepts, we expect these to continue through the duration of the contract.

NHC provides support for bi-weekly meetings with the agencies. Time is included for regular attendance of these meetings for three individuals and anticipated as-needed attendance for other members of the NHC project team.

Assumptions: Time frame is uncertain, we assumed that this is through the submittal of the 60% design (January 12th) until the end of January to provide continuity before any 90% design contract would start. Weekly meetings with United, weekly meetings with GEI, bi-weekly meetings with agencies.

Task 4: As-Directed Tasks

This task is provided for additional items that may be requested during the process. This could cover additional items that may be requested by the agencies or United as the process progresses.

Assumptions: United will provide NHC with direction on tasks to complete. NHC will summarize findings for GEI's input into the design plans.

SCHEDULE

The work described above will be completed in accordance with the court stipulation, which currently requires 60% design plans by January 12th, 2024. GEI is the prime consultant and will be providing this package by that date. NHC will provide materials and support as required to assist in delivery of that package. If the schedule gets delayed an amendment may be required. The schedule for individual tasks and activities within tasks will be coordinated with United as the work proceeds.

BUDGET

The costs for the tasks outlined above were estimated based on the expected level of effort for design and analysis of potential solutions that are presently anticipated. Depending on initial development and review of potential solutions with the United team and the fisheries agencies, cost allocations may need to be shifted between tasks. The hourly rates will be based on our 2023 Table. A cost breakdown by task is given below. A detailed cost breakdown can be provided upon request.

#	Task	Budget
1	Hydraulic Support Tasks	\$163,010
2	Constructability Assessment and Value Engineering	\$59,890
3	Meetings and Coordination	\$78,910
4	As-Directed Tasks	\$41,680
	Amount Requested	\$343,490

CLOSURE

We hope the approach outlined above and the estimated schedule meets United's needs for contracting purposes. Please call or email with any questions or comments.

Sincerely,

Northwest Hydraulic Consultants Inc.



Barry Chilbeck, P.Eng.
Principal



Brady McDaniel, P.E.
Principal

NHC COST PROPOSAL - TASK BREAKDOWN BUDGET

PROJECT: Freeman Hardened Ramp 60% Design Hydraulics Support
 PROJECT NO: 5008413
 CLIENT: United Water Conservation District
 DATE: August 22, 2023
 BY: bjm/bmc

Freeman Hardened Ramp 60% Design Hydraulics Support
 Anticipated Period of Services 15 September 2023 to February 1st 2024

Task No	Task Description	NHC Personnel										Labor Cost	Direct Cost	Task Cost
		PE2 jav 290.00	PE2 bjm 290.00	PE2 bmc 290.00	SPE/PE3 ew/hf 270.00	SPE2 AS 235.00	SE2 reo 205.00	SE2 rf/dms/RM 190.00	GIS jdl 150.00	jet 125.00				
1	Hydraulic Support Tasks	56	28	72	101	0	120	260	60	60	\$163,010		\$163,010	
	Fish Monitoring Station	2	2	28	29			80		20	\$34,810			
	Updated Hydraulics	8	8	4	32			20	60		\$27,240			
	Gate Design Support	4	4	4	4		40	40		20	\$22,860			
	Fish Screens	2	2	24	24		20	80		20	\$36,400			
	Misc (hydraulic data, updates, etc)	40	12	12	12		60	40			\$41,700			
2	Constructability Assessment and Value Engineering	8	8	22	52	18	64	92	0	0	\$59,890		\$59,890	
	Hydrologic Assessment	2	2	2	20	12		12			\$12,240			
	Site Assessment	2	2	4	12	6	24	40			\$19,490			
	Value Engineering	4	4	16	20		40	40			\$28,160			
3	Meetings and PM	68	68	68	0	0	50	50	0	0	\$78,910		\$78,910	
	Meetings with GEI	32	32	32			32	32			\$40,480			
	Meetings with United	20	20	20			10	10			\$21,350			
	Agency Meetings	16	16	16			8	8			\$17,080			
4	As-Directed Items	28	20	24			40	40		40	\$41,680		\$41,680	
Totals		160	124	186	153	18	274	442	60	100	\$ 343,490	\$ -	\$ 343,490	

Assumptions

Task 3: A meeting every week with GEI (17) plus a few intermediate (6)
 A weekly meeting with United (17), assume 4 covered under previous contract so 13
 A bi-weekly agency meeting (8)

NHC Rates (Jan 2023)

Symbol	Classification	Hourly Rate*	
pe2	principal	\$290.00	Brady McDaniel, Barry Chilibeck, Pepe Vasquez
pe3	principal engineer T3/ sr project engineer 1	\$270.00	
sp32	senior project engineer	\$235.00	
se1	senior engineer/scientist 1	\$205.00	Rob Odell
se2	senior engineer/scientist 2	\$190.00	Pablo Rodriguez, Reinaldo Morales Garcia, Dan Maldoff
e1	engineer/scientist 1	\$170.00	
e2	engineer/scientist 2	\$145.00	
je	junior engineer/scientist	\$135.00	
gis1	gis analyst 1	\$150.00	Dawn Lasprugato
gis2	gis analyst 2	\$120.00	
set	senior cad designer	\$165.00	
et	engineering technician 1	\$140.00	
jet	engineering technician 2	\$125.00	
	jr. engineering technician	\$105.00	
sca	senior contract administrator	\$190.00	
ste	senior technical editor	\$150.00	
te	technical editor	\$125.00	
oa	office administrator	\$100.00	

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

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

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

1. Reimbursable Expenditures

A. Travel Expenses

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

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

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

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services

Administration (GSA) rate for Ventura County. GSA rates are annually updated in October.

C. Meals

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

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

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

D. Equipment

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

E. Expendable Items

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

F. Non-Expendable Items

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

EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

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

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



Staff Report

To: UWCD Board of Directors

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

From: Maryam Bral, Chief Engineer
Craig Morgan, Engineering Manager

Date: August 29, 2023 (September 13, 2023, meeting)

Agenda Item: 3.4 Contract for Hardened Ramp 60% Design for GEI in the Amount of \$1,752,670.
Motion

Staff Recommendation:

The Board will consider authorizing the General Manager to execute a professional services agreement with GEI Consultants, Inc. (GEI) to advance the Hardened Ramp Design to 60% and authorize the expenditure of an amount not to exceed \$1,752,670.

Background:

The Hardened Ramp Fish Passage alternative has been selected as the project that will advance at the Freeman Diversion under the condition that it receives the proper support from Wishtoyo, NMFS and CDFW. The 30% design has been completed and now GEI must advance the design to 60% by January 12, 2024, as specified in the Joint Stipulation.

GEI will update the geotechnical, structural, site civil, mechanical, and electrical analyses and elevations to advance the design and plans to a 60% level of completion. GEI will also develop a list of technical specification sections, a design criteria memorandum, a 60% cost estimate, construction schedule and constructability assessment.

GEI will require hydraulic design support from NHC as well as hydrologic input. NHC's work will be covered in a separate contract.

Fiscal Impact:

Advancing the Engineering design of the Hardened Ramp to 60% is included in the Fiscal Year 2023-24 Budget (421-400-81020 Project 8001), and sufficient funds are available to provide for \$1,752,670.

Attachment:

Attachment A - PCS for the Hardened Ramp 60% Design for GEI

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 **GEI Consultants Inc.** (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional engineering consultation services in connection with the **60% Engineering design of the Hardened Ramp**(“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. **Rich Sanchez** 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 **Engineer Manager** 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 **January 31, 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 **One Million Seven Hundred Fifty-Two Thousand Six Hundred Seventy Dollars (\$1,752,670)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

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

records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

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

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

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

4. SCHEDULE OF WORK

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

CONSULTANT's Project Manager shall keep UNITED's **Senior Engineer** 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

A. 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 A-3 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 A-2 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 8.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: Rich Sanchez
Principal
GEI Consultants Inc.
180 Grand Avenue, Suite 1410
Oakland, CA 94612

To UNITED: Craig Morgan
Engineering Manager
United Water Conservation District
1701 N. 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

GEI Consultants Inc.

By _____

**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**.

August 28, 2023

Consulting
Engineers and
Scientists

Mr. Craig Morgan, PE
Engineering Manager
United Water Conservation District
106 North 8th Street
Santa Paula, CA 93060

Subject: Vern Freeman Hardened Fish Ramp Project – 60% Design

Dear Mr. Morgan:

GEI Consultants, Inc. (GEI) has prepared a scope of services, cost estimate, and schedule for the Vern Freeman Hardened Fish Ramp Project – 60% Design Project as requested by United Water Conservation District (UWCD). Our scope is based on discussions between GEI, Northwest Hydraulics Consultants (NHC) and UWCD.

BACKGROUND AND OBJECTIVES

UWCD operates Vern Freeman Diversion Structure (VFD) on the Santa Clara River in Ventura County, California. The diverted water recharges ground water supplies and reduces seawater intrusion in lower reaches of the watershed and the Oxnard Plain groundwater basin and also provides surface water to local farms. Steelhead rainbow trout maintain a small population in the Santa Clara River and its tributaries, which have been classified as endangered under the Endangered Species Act. Studies have evaluated more efficient and effective fish passage alternatives as a result of which UWCD was proceeding with the design of two possible alternatives for the fish crossing:

- Vertical Slot Fishway
- Hardened Fish Ramp

The most recent stipulation in this regard was filed on July 18, 2023, which indicates an agreement to select the latest alternative (Mod-9) of the Hardened Fish Ramp as the preferred alternative and the intent to advance this alternative to final design. A key component of the stipulation is the requirement to commence advancement of design from the current 30% level on September 14, 2023, and deliver design deliverables in accordance with the following dates:

- 60% design drawings submitted to Agencies and Court by January 12, 2024
- 90% design drawings submitted to Agencies and Court by June 10, 2024

The 30% Design Update that recently concluded, focused on refining and completing the hydraulic design and on design development of the geotechnical, structural, and civil design components to the

30% design level. Mechanical and electrical design of the gates and other mechanical components was performed only to a concept level in this stage.

Purpose: The purpose of this contract is to advance the recently concluded 30% design for the Hardened Ramp Fish Passage Alternative to the 60% design level only.

SCOPE OF SERVICES

We propose the following scope of work for the 60% design phase of the Vern Freeman Hardened Fish Ramp Project. The scope is divided into the following tasks:

- Task 1 – Project Management and Coordination
- Task 2 – 60% Analyses and Design
- Task 3 – 60% Plan Drawings
- Task 4 – 60% Specifications
- Task 5 – 60% Updated Design Criteria
- Task 6 – 60% Cost Estimate, Schedule, and Constructability Assessment
- Task 7 – Comment Response Sheet

The scope of work for each task is presented below. General assumptions related to the scope of work are contained after the section on Cost Estimate and Schedule.

Task 1 – Project Management and Coordination

This task includes management of the GEI team, contract administration, project controls, progress reporting, and coordination with UWCD, regulatory agencies, and other UWCD consultants. GEI's project manager will coordinate with UWCD throughout the duration of the work, with assistance as needed from task leads. The following activities are included in this task:

- Management and supervision of the GEI design team.
- Coordination meetings of the GEI design team.
- Management, coordination, and evaluation of subconsultant services.
- Management of the project scope, schedule, and budget.
- Progress report included with submittal of monthly invoices.

Coordination and communications with UWCD include a one-hour bi-weekly progress meeting (virtual) to discuss project issues and progress.

Task 2 – 60% Analyses and Design

GEI will update the geotechnical, structural, site civil, mechanical, and electrical analyses and evaluations to advance the design and plans to a 60% level of completion. The updated engineering design criteria will be compiled in an updated design criteria memorandum.

GEI will perform site civil, and structural design development to advance the design from the recently concluded 30% design level to the 60% design level. A key issue to note is that the structural system of

the outer retaining walls of the diversion structure and the flushing channel will be developed further. Designs will be evaluated and progressed to a 60% level.

GEI will advance the mechanical design development for the gates, fish screens including screen support, baffle, and cleaning system, along with other mechanical appurtenances in the project with hydraulics input from NHC. Mechanical design and details will be included in the design plan set to a 60% design level. Hydrologic input and consultation will be provided by NHC for the 60% analyses and design work under their own separate contract with UWCD.

GEI will develop electrical, instrumentation, and control requirements for the project. This will be done taking into consideration operational details and will be created in consultation with UWCD and NHC. GEI will perform 60% electrical design development for the project. Appropriate instrumentation and control requirements will be included. GEI plans to subcontract the electrical and instrumentation and control work to Frisch Engineering.

Task 3 – 60% Plan Drawings

GEI will update the plan drawings to bring them to a 60% level of completion. Updates will be based on the results of additional design development including civil, structural, mechanical, and electrical design. The deliverable will be the 60% design plan set.

Task 4 – 60% Specifications

A list of anticipated technical specification sections for construction of the Vern Freeman hardened Fish Ramp Project will be developed. Detailed preparation of the technical specifications will be done at the 90% design level.

Task 5 – 60% Design Criteria Memorandum

GEI will update the Design Criteria Memorandum (DCM) to bring it to a 60% level. A draft 60% DCM will be submitted to UWCD for review, and a final 60% DCM prepared to address UWCD comments.

Task 6 – 60% Cost Estimate, Schedule, Constructability Assessment

GEI will prepare an Opinion of Probable Construction Costs (OPCC) based on the 60% design information. The cost estimates will be generated in accordance with guidelines established by AACE as a Class 2 equivalent (-15% to +20%) estimate level. The OPCC will be based on our evaluation of the major construction items appropriate to complete the work, and quantity estimates developed from the 60% design drawings.

A constructability assessment will be performed during 60% design and documented in a Constructability TM. The TM will include an anticipated construction schedule (Microsoft Project format) based on a preliminary anticipated sequence of construction. The TM will include general discussions of stream bypass and control, dewatering issues, anticipated excavation methods, construction staging areas, as well as construction risks and potential mitigation measures. The Constructability TM will inform development of the construction plans and specifications as well as development of the OPCC.

Hydrologic input and consultation will be provided by NHC for the constructability assessment work under their own separate contract with UWCD. NHC will provide the appropriate storm and water level to design for during the construction period.

A draft 60% Constructability TM will be submitted to UWCD for review and a final 60% Constructability TM prepared to address UWCD comments.

The constructability assessment will be refined in the 90% design.

Task 7 – Comment Response Sheet

GEI will compile comments on the 60% design plan set provided to them by UWCD after review of the 60% design. GEI will prepare a comment response sheet (CRS) to compile the comments and responses. A Draft CRS will be submitted to UWCD for review and finalized to address UWCD comments on GEI's responses.

Our point of contact with regards to comments on the 60% design will be UWCD, which will include comments received from regulatory agencies. Our cost estimate is based on receiving one round of comments from UWCD. Any changes resulting from the comments will be incorporated into the next phases of design, as appropriate.

COST ESTIMATE AND SCHEDULE

We developed the cost estimate by constituting a team to perform the work in the 17 weeks (680 hours) provided in the stipulation and by allocating appropriate staff time to perform work on this project. Our estimated cost to perform the above scope of work is \$1,752,670. A breakdown of the cost estimate is provided in the Attachment.

The schedule for completing the 60% design will follow the deadline provided in the stipulation. GEI will submit its draft 60% design plan set to UWCD two weeks prior to the deadline of January 12, 2024 when it is due to the Court and Agencies.

ASSUMPTIONS

The following assumptions were made in developing the scope of work and fee estimate for the 60% design of the Vern Freeman Hardened Fish Ramp Project:

1. The configuration of Vern Freeman Hardened Fish Ramp will be as shown on the current 30% design plans. Changes to this general configuration required by UWCD or regulatory agencies may require modifications to the scope of work and design fee. More importantly, the ability to achieve the prescribed schedule of submitting the 60% design drawings by January 12, 2024, will likely be compromised.
2. Available site survey information as provided by UWCD will be used for the 60% design.
3. No additional field subsurface explorations will be required for the 60% design of the facilities.
4. All deliverables will be submitted in electronic format.

CLOSING

GEI is looking forward to assisting UWCD with the Vern Freeman Hardened Fish Ramp Project – 60% Design Project. Please contact Rich Sanchez or Iqbal Ahmed if you have any questions or comments. Mr. Sanchez can be reached at 916.631.4579; rsanchez@geiconsultants.com or Dr. Ahmed at 818.552-6400; iahmed@geiconsultants.com.

Sincerely,

GEI Consultants, Inc.



Iqbal Ahmed, Ph.D., PE, GE
Project Manager



Richard Sanchez, PE
Principal In Charge

Attachment: Cost Estimate Freeman Hardened Ramp 60% Design

Duration 17 weeks (Sep 14, 2023 to Jan 12, 2024) All labor categories have percentage of 17 weeks (680 hours)

\$1,752,670

ODCs and Expenses include 15% mark-up

Description														Expenses				Total Cost
		Grade 8	Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1	CAD	Admin	Subtotals		Subs	Travel/ Mileage	ODCs and Other Expenses (hotel + perdiem)	Subtotal	
												Hrs	Cost					
PROJECT MANAGEMENT																		
Richard Sanchez - Principal-In-Charge		170										170	\$58,140				\$0	\$58,140
Iqbal Ahmed - Project Manager		340										340	\$116,280				\$0	\$116,280
Fernando Flores - Assistant Project Manager				170								170	\$43,690				\$0	\$43,690
Lorena Manriquez - QA/QC Manager				136								136	\$34,952				\$0	\$34,952
Charles Grant - Technical Advisor			102									102	\$31,212				\$0	\$31,212
Natashia Masten - Administrative Support										204		204	\$25,908				\$0	\$25,908
	Task Totals	510	102	306	0	0	0	0	0	0	204	1,122	\$310,200	\$0	\$0	\$0	\$0	\$310,200
CIVIL DESIGN																		
Kristopher Van Sant - Civil Design Lead			170									170	\$52,020				\$0	\$52,020
Civil Staff 1					170							170	\$38,420				\$0	\$38,420
												0	\$0				\$0	\$0
	Task Totals	0	170	0	170	0	0	0	0	0	0	340	\$90,400	\$0	\$0	\$0	\$0	\$90,400
STRUCTURAL DESGN																		
Chris Pray - Structural Design Lead			340									340	\$104,040				\$0	\$104,040
Structural Staff 1						680						680	\$129,880				\$0	\$129,880
Structural Staff 2						680						680	\$129,880				\$0	\$129,880
												0	\$0				\$0	\$0
	Task Totals	0	340	0	0	1,360	0	0	0	0	0	1,700	\$363,800	\$0	\$0	\$0	\$0	\$363,800
GEOTECHNICAL																		
Nicolas Oettle - Geotechnical Lead			136									136	\$41,616				\$0	\$41,616
Geotechnical Staff (Emerson Revolorio)					340							340	\$76,840				\$0	\$76,840
Geotechnical and Support Staff (Santiago Martinez-Granata)								510				510	\$79,560				\$0	\$79,560
	Task Totals	0	136	0	340	0	0	510	0	0	0	986	\$198,016	\$0	\$0	\$0	\$0	\$198,000
GEOLOGY																		
Christopher Slack - Geology Lead			68									68	\$20,808				\$0	\$20,808
Geology Staff					102							102	\$23,052				\$0	\$23,052
	Task Totals	0	68	0	102	0	0	0	0	0	0	170	\$43,860	0	0	0	\$0	\$43,900
MECHANICAL																		
Ronald Berry - Mechanical Lead			340									340	\$104,040				\$0	\$104,040
Mechanical Staff						510						510	\$97,410				\$0	\$97,410

Duration 17 weeks (Sep 14, 2023 to Jan 12, 2024) All labor categories have percentage of 17 weeks (680 hours)

\$1,752,670

ODCs and Expenses include 15% mark-up

Description														Expenses				Total Cost
		Grade 8	Grade 7	Grade 6	Grade 5	Grade 4	Grade 3	Grade 2	Grade 1	CAD	Admin	Subtotals		Subs	Travel/ Mileage	ODCs and Other Expenses (hotel + perdiem)	Subtotal	
												Hrs	Cost					
	Task Totals	0	340	0	0	510	0	0	0	0	0	850	\$201,450	0	0	0	\$0	\$201,500
ELECTRICAL																		
Tom Frisch - Electrical Design Team												0	\$0	\$210,000			\$241,500	\$241,500
												0	\$0				\$0	\$0
	Task Totals	0	0	0	0	0	0	0	0	0	0	0	\$0	\$210,000	0	0	\$241,500	\$241,500
CONSTRUCTIBILITY ASSESSMENT																		
Constructability Assessment Support												0	\$0	\$40,000			\$46,000	\$46,000
												0	\$0				\$0	\$0
	Task Totals	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$46,000
COST ESTIMATE																		
Tod Woodson - Cost Estimate Lead				170								170	\$43,690				\$0	\$43,690
Cost Estimate Support												0	\$0	\$10,000			\$10,500	\$10,500
	Task Totals	0	0	170	0	0	0	0	0	0	0	170	\$43,690	\$10,000	\$0	\$0	\$10,500	\$54,200
CAD																		
Senior CAD Professional										510		510	\$87,210				\$0	\$87,210
												0	\$0				\$0	\$0
	Task Totals	0	0	0	0	0	0	0	0	510	0	510	\$87,210	\$0	\$0	\$0	\$0	\$87,210
Additional Expenses												0	\$0			\$25,000	\$28,750	\$28,750
	Task Totals	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$25,000	\$28,750	\$115,960
	PROJECT TOTALS	510	1,156	476	612	1,870	0	510	0	510	204	5,848	\$1,338,626	\$220,000	\$0	\$0	\$280,750	\$1,752,670

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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

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

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

1. Reimbursable Expenditures

A. Travel Expenses

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

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 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 (i.e., \$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.

Aug. 20 jolt a reminder we live in quake country

Perry Van Houten

Aug 31, 2023 [Updated](#) 6 hrs ago



Dr. Sean Anderson, seen here surveying damage from a 2018 wildfire, says Southern Californians need to be better prepared for “overlapping” disasters.

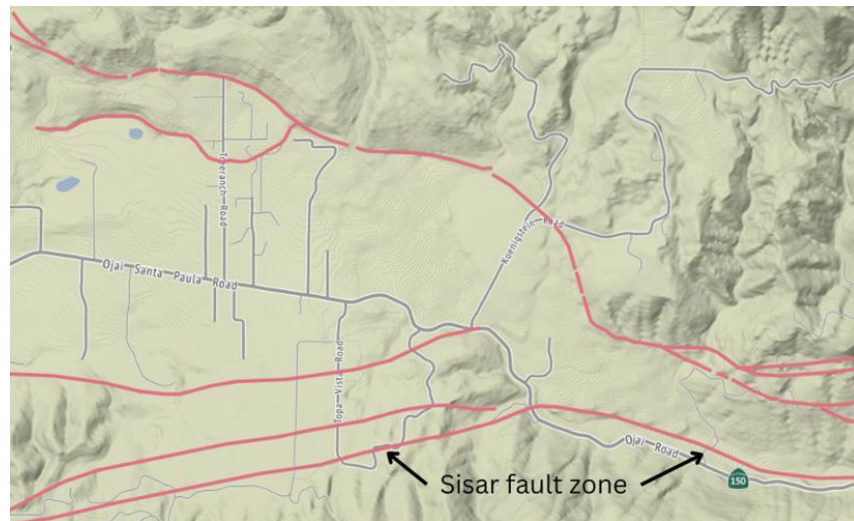
Sean Anderson was not surprised that an earthquake near Ojai shook the region on Aug. 20, nor was he surprised by the sharpness of the jolt.

Anderson, professor of environmental science and resource management at California State University Channel Islands, was taken aback, however, by the quake occurring as a rare tropical storm was moving through Southern California.

“The thing I was surprised by, which I should not be anymore, is that we seem to have disasters coming in waves these days,” Anderson said.

Floods following wildfires or earthquakes occurring during major storms speak to the need for better preparation for overlapping disasters, according to Anderson. “Just like we historically had our military structure able to fight a war in Asia and a war in Europe at the same time, we need to think about our preparation, disaster planning and emergency services in that same context,” he said.

The 5.1-magnitude quake that struck at 2:41 p.m. Aug. 20, centered 4.3 miles southeast of Ojai, rattled nerves but caused no injuries or major damage. It was the first magnitude 5 or above to hit that location since 1932. “It was strong, but it wasn’t out of the realm of expectation,” Anderson said.



The Sisar fault line in the Upper Ojai area.

The temblor occurred along the Sisar fault, one of several faults that criss-cross the Ojai Valley. Some geologists say the biggest quake in the Ojai Valley would be a 7-magnitude shaker, which

can cause serious damage. “It’s always possible, but it’s not very likely,” Anderson said. “We’re much more likely to get those much larger displacement events on the major fault lines.”

According to Anderson, we sometimes focus a bit too much on the magnitude of the event, when the degree of structural damage is also dependent “not just on the shaking but on the substrate,” he said. “We could have a lesser magnitude quake but perhaps in an area that had a lot of sediment; a lot of sands and things of that nature that could cause what we call liquefaction that could have much more damaging consequences.”

A 4- or 5-magnitude quake, depending on the local geology, could be much more damaging than a larger quake on more rigid substrate, Anderson said.

Scientists are gaining more insight into smaller quakes from places such as Texas and Oklahoma, Anderson told the Ojai Valley News. “In the last few decades, in areas where we’ve actively been messing with groundwater, not just sucking groundwater out but re-injecting water (fracking wells and disposing of fracking wastewater), we’ve seen a huge proliferation of micro-quakes,” he said.

Anderson does not believe that oil and gas activity in the Ojai area was responsible for the Aug. 20 quake, and he wasn’t shocked by the more than 200 aftershocks that followed the main event. “For an event this size, given that most of these are in the 2-ish range, it’s not surprising,” he said.

It’s quite possible, Anderson said, that the shaker relieved some pressure on the Sisar fault. If so, “we’re much less likely to have another large quake for some time. The question is what does that mean? It probably means on the order of years to decades, but it’s not a precise science at this point.”

In the past, the primary approach to earthquake preparation has been keeping people safe and making structures survivable. “The current thinking is to not just save people but to also save the economy,” Anderson said.

Homeowners can save themselves hundreds of thousands of dollars in repairs by strengthening foundations and chimneys. “That doesn’t guarantee you’re going to survive the next earthquake and everything’s going to be hunky-dory,” Anderson said, “but it radically increases the probability that what damage you might incur will be affordable to fix.”

Homeowners should keep important legal and financial documents in a fire-proof safe and keep scanned copies backed up on an encrypted drive, Anderson said.

He highly recommended that residents get the MyShake App, which is not an earthquake prediction system but rather provides earthquake early-warning notifications. “It’s not a lot of notification. It might be five, 10 seconds,” he said, but it’s enough time to avoid “things that can really go wrong within a couple seconds.”

You can report experiencing an earthquake through the U.S. Geological Survey’s “Did You Feel It?” page at earthquake.usgs.gov/data/dyfi/.

No one wants to see disaster strike, but the Aug. 20 shaker may have served as a good wake-up call for Southern Californians, according to Anderson. “It is actually helpful sometimes to have these things every so often, because we get complacent,” he said. “They remind us that we do live in earthquake country.”

LOCAL

Roundup: Man shot in Santa Paula, child taken to hospital after boat accident, more news

Staff reports Ventura County Star

Published 6:55 p.m. PT Aug. 13, 2023 | Updated 5:37 p.m. PT Aug. 14, 2023

Here is a roundup of incidents and announcements from Ventura County agencies:

Man shot in Santa Paula

A man was shot Saturday night in the vicinity of a Santa Paula park and treated at a local hospital for non-life threatening injuries, police said.

The investigation is still in its early stages and no arrests have been made, but officers recovered shell casings at the scene, Interim Police Chief Don Aguilar said Sunday morning.

He said the incident was reported at 9:45 p.m. in an area around Las Piedras Park, which is located east of 12th Street and north of Santa Paula Street on the east side of town. The shooting occurred at or near the park, he said.

The victim is in his mid-20s and is a resident of Santa Paula, Aguilar said.

It's unknown whether there was one or more assailants, he said.

Child taken to hospital after boating accident in Lake Piru

A young child was taken to the hospital after a boating accident Sunday afternoon in Lake Piru.

The child was riding inside the boat with parents and a sibling when the vessel capsized around 3 p.m., said Mauricio Guardado, general manager of the United Water Conservation District, which owns the lake northeast of Piru.

He said the child, who is around 5 years old, was not believed to be seriously injured, but that the parents wanted the youngster to be checked out at a hospital.

It appears the boat overturned because the person driving the vessel turned too sharply, Guardado said.

He said there was no need to administer cardiopulmonary resuscitation to anyone. All the occupants of the boat were wearing life jackets, he said.

An investigation into the accident is still underway, he said.

Eastbound Hwy 126 closure set Monday in Fillmore

Eastbound Highway 126 will be reduced to one lane of traffic Monday in Fillmore for railroad work by the Sierra Northern Railway.

The highway is scheduled to be reduced to one lane west of Trestle Way from 6:30 a.m. until 1:30 p.m., the state Department of Transportation announced.

Real-time traffic information can be found at <http://quickmap.dot.ca.gov>.

OJAI VALLEY NEWS **OPINION | A diversion from the truth**

By Candice Meneghin

Jul 27, 2023



Photo from fpbgsa.org (Fillmore & Piru Basins Groundwater Sustainability Agency)

Candice Meneghin

Re: your July 3 article, “UWCD general manager says scandal is root cause of drought,” which ran online:

It appears United Water Conservation District’s General Manager Mauricio Guardado is attempting to rewrite history and fact with his recent statements. United has operated the Vern Freeman Diversion since 1991. Southern California steelhead was listed as endangered under the Federal Endangered Species Act in 1997. In 2008, the National Marine Fisheries Services issued a final Biological Opinion finding that the dam jeopardized the existence and recovery of the endangered species.

United has been subject to not one, but two Endangered Species Act litigations with judgments in favor of plaintiffs (California Trout in 2009 and Wishtoyo Foundation 2016). United continually obfuscates any progress for the fish passage that is recommended by environmental groups and the National Marine Fisheries Services, abdicating its ongoing responsibilities under the Endangered Species Act.

This is not a tactic by nonprofit organizations to make money, but rather an effort to hold the agency accountable to regulations that all agencies and even restoration practitioners must abide by. Environmental compliance is a cost of business for all of us. United is no exception. Its lack of compliance brought about legal action, which then disqualified the agency from receiving government grant funds to support projects, redirecting the financial burden onto its rate-payers because United chose not to abide by the regulations.

Despite two litigations and 15 years since the initial jeopardy determination, it is disingenuous for Mr. Guardado to blame environmentalists as the root cause of the local drought. Droughts are natural phenomena, and had United built the preferred fish-passage solution after the first litigation, the truth is we would be diverting more water at the Freeman in wet water years, like this year, helping our basins replenish even more.

United's decisions are the author of their own current dismay. Their energy is better spent getting a fish-passage solution in place, per the Court Order of 2018, rather than flaming unnecessary divides between water users such as the environment, municipal and industrial, and agricultural sectors.

As per the county of Ventura's General Plan: "Ventura County is heavily dependent on groundwater, which provides the majority of the water used for agricultural irrigation. Drought and groundwater pumping rates have led to some basins being overdrafted and given high-priority status under the Sustainable Groundwater Management Act. Climate change will increase Ventura County's exposure to water supply and water quality constraints and reinforce the need to protect water quality and increase water conservation efforts."

The sooner United chooses to comply with regulations, the sooner we can collectively get on with implementing integrated solutions for regional water resilience.

— *Candice Meneghin of Camarillo is a member of the nonprofit Friends of the Santa Clara River.*

Be the first to know!
Follow us on...

Follow 5.2K

Follow



The Fillmore Gazette

Newspaper of Record for the City of Fillmore

FRONT PAGE

Tuesday, July 18th, 2023

Search

Front Page Community Letters Editorial Links

CLASSIFIEDS SHOPPING

School Sports Arts & Entertainment Seniors Obituaries

PDF Super Hero

Download Full Manual (PDF)



Lake Piru Draws Down Reservoir Level

By Gazette Staff Writers — Thursday, July 13th, 2023

Share Tweet Pinterest Google +

Courtesy <https://explorelakepiru.com/>

Dear Lake Piru Visitors:

It's been an unprecedented year for rainfall throughout the state and there is an abundance of available water. In addition, the coming year's forecast is shaping up to be a second straight wet year. To help other regions prepare for significant flood mitigation and to take advantage of the opportunity of the excess available water that can be put to beneficial use here in Ventura County, beginning on July 10, 2023, we will begin drawing down the reservoir level in Lake Piru, using the water to recharge groundwater basins in the Piru, Fillmore, Santa Paula, and Oxnard areas. This recharge operation also helps to fight seawater intrusion along the coast, another extremely beneficial use of this water.

The draw down will take several weeks/months so that swimming, fishing and boating will still be possible at Lake Piru through summer. We fully anticipate, however, that come November, we will once again be filling the reservoir as excess State Water from Northern California becomes available and winter storms bring more runoff. For information on how the water in Lake Piru benefits the region, please visit the United Water Conservation District (owners and operators of Lake Piru and the Santa Felicia Dam) website at www.unitedwater.org.

Personal watercraft (PWCs) will be limited to no more than 20 units on the reservoir at any given time. No vessels will be permitted past the 5 mph buoy line at the Reservoir's South End near Santa Felicia Dam. This area will remain closed until further notice.



The Great Water Heist: Exposing the Regulatory Barriers to California's Water Security

California is in an unprecedented drought, driven exclusively by climate change and overconsumption. Or at least that is what we have been told by government experts and the media. However, a June 29 event hosted by the VC CoLAB Foundation presented an alternative perspective. Mauricio Guardado, General Manager of United Water Conservation District, delivered a thought-provoking presentation titled "The Great Water Heist," suggesting that regulatory factors also contribute to the precarious state of California's water supply.

Guardado began his presentation with a captivating statement: *"Just like a murder or a scandal, where they say follow the money, we [will] follow the regulatory trail and see where that leads. I'm going to give you evidence...and at the end, you can decide for yourself if, in fact, there's some scandal going on, or at least, have a better understanding of where your water is actually going."*

Drawing on United Water Conservation District's decades of efforts to improve infrastructure for groundwater recharge in the Oxnard Plain, Guardado explained how this process has been impeded by serial lawsuits from environmental activists seeking financial settlements, as well as government agency staff who disregard scientific evidence and impose mitigation projects and water curtailments.

Existing California laws, regulations and policies have created an environment where any water infrastructure project proposal is challenged to ever be permitted, much less built and operated. And the regulatory landscape is only getting more challenging. Guardado outlined several proposed bills in the state legislature that would exacerbate the obstacles to future water infrastructure projects, jeopardize water rights, and add burdensome and costly layers of regulation.

In conclusion, Guardado stressed the urgent need for greater public engagement and greater accountability from regulatory agencies to support proactive improvements in water infrastructure, storage, and supply management. *"If we're not ready when these storms come, we can't fill reservoirs. We can't put water back in the ground. That leaves less and less water for farms and for the beneficial use of public health and safety... We can't cut our way out of it anymore, ladies and gentlemen. We've got to build our way out. And it's going to start with more people getting engaged and really going to the core issue, which is getting some of these regulatory agencies accountable."*

To view the presentation slide show, click [HERE](#).

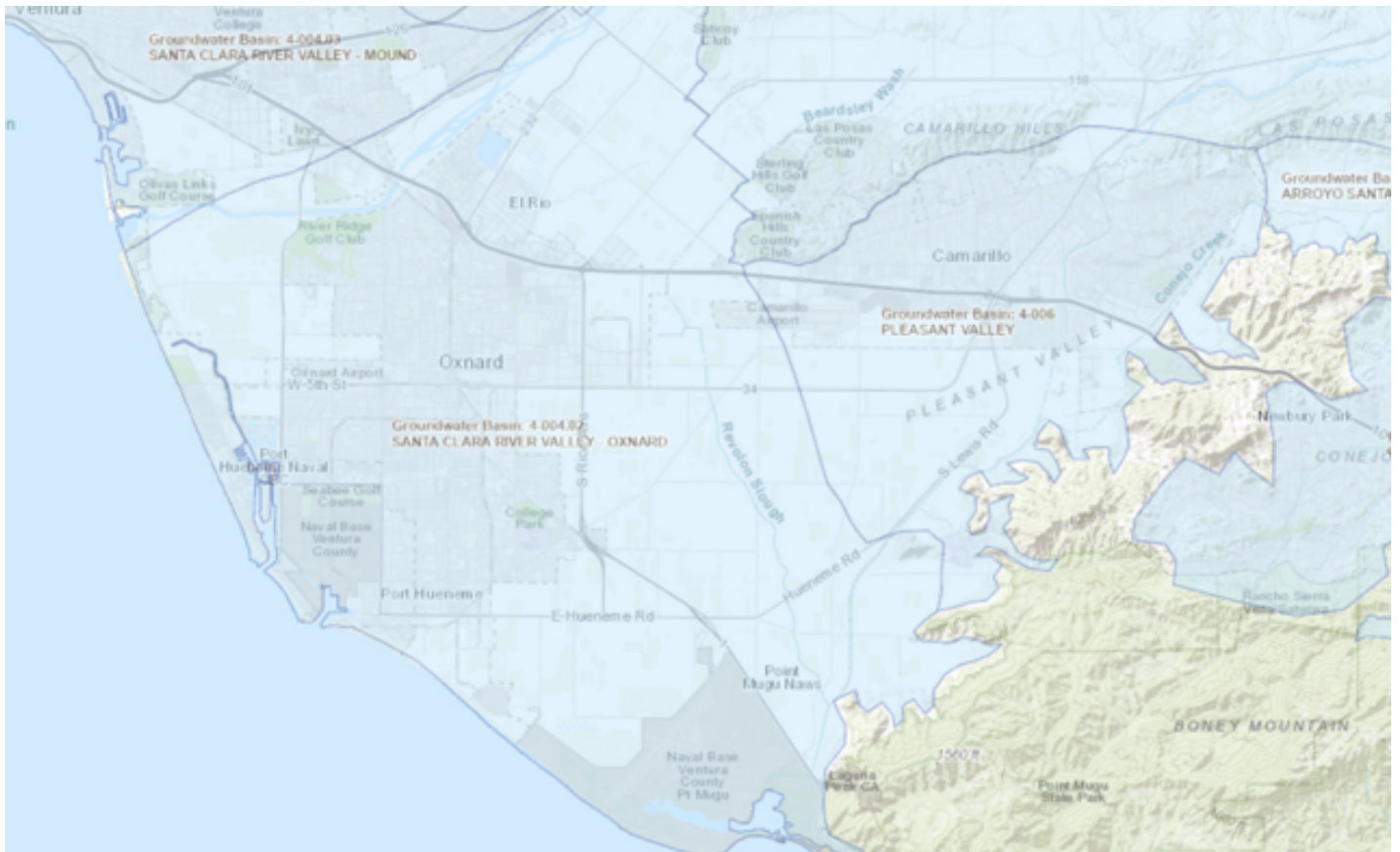
For updates on future educational events hosted by VC CoLAB Foundation, please visit our [website](#).



FEATURED

Nearly 100,000 property owners sued, must defend water rights

Kimberly Rivers
Jul 6, 2023



State SGMA map online [HERE](#)

The Oxnard and Pleasant Valley groundwater basin boundaries.

All property owners whose land overlies two groundwater basins in the Oxnard, Ventura and Camarillo areas have been notified of a legal action that could have “a significant adverse effect on any right to pump or store groundwater that you may have.”

The two basins are the “Santa Clara River Valley - Oxnard Groundwater Basin and the Pleasant Valley Groundwater Basin,” as described in the notice sent to property owners.

Property owners have until Aug. 30 to respond to the legal proceeding, called an adjudication, in order to defend their existing water rights.

A case management conference is set for Sept. 29 and participating property owners must submit information about their groundwater use by Feb. 29, 2024.

The notice states, “Failure to appear and file an answer by that deadline may result in your default, and potentially, the loss of rights to groundwater in the Basins.”

The notice, in English and Spanish, is online at a website created by the plaintiffs at:

<https://opvcoalition.org/documents>.

The 65 plaintiffs, collectively called the Oxnard-Pleasant Valley Coalition (OPV), named five causes of action in their amended Dec. 2022 complaint. The original action was filed in 2018. The complaint objects to an ordinance adopted by the Fox Canyon Groundwater Management Agency that regulates water allotments.

The ordinance was adopted as part of the agency complying with the state’s Sustainable Groundwater Management Act (SGMA).

Because all judges in Ventura County Superior Court were determined to have conflicts, the case is filed with Santa Barbara County Superior Court.

This is the the fourth water adjudication action taking place in Ventura County. Nearly 12,000 property owners in west Ventura and the Ojai Valley were noticed in 2020 by the city of Ventura as part of the Ventura River Watershed adjudication. That matter is ongoing and is expected to take decades. The Cuyama Valley watershed and property owners over the Los Posas basin are also being adjudicated in the courts.

Defendants in the case are Fox Canyon Groundwater Management Agency, Calleguas Municipal Water District, Camrosa Water District, Port Hueneme Water Agency, Channel Islands Beach Community Services District, City of Camarillo and the United States of America as the landowner of Naval Base Ventura County.

Plaintiffs are represented by O’Melveny & Myers LLP, 1999 Avenue of the Stars, 8th Floor, Los Angeles. More information about adjudications are online with the California Department of Water Resources

A Water War Is Underway in Santa Barbara County's Carrot Country

**Cuyama Valley's Biggest Water-
Guzzlers
Forcing Everyone Else into Expensive
Battle
over Groundwater Rights**

by Melinda Burns | July 5, 2023



Grimmway Farms and Bolthouse Farms, by far the largest water users in the Cuyama Valley east of Santa Maria, have angered other landowners in the remote agricultural region by suing them over water rights. | Credit: Carl Perry

The Cuyama Valley, the driest region in Santa Barbara County, is awash in discontent. The world's largest carrot producers, newly subject to restrictions on over-pumping, are suing all other landowners over water rights, and legal fees are mounting.

The Cuyama groundwater basin, which covers 380 square miles east of Santa Maria, overlapping with Kern, San Luis Obispo, and Ventura counties, is on the list of the state's 21 basins in "critical overdraft." Over time, more than twice as much water has been pumped out by farmers as has been replenished, resulting in ever-declining water levels underground. The valley gets an average 13 inches of rain per year; 10 is the definition of a desert. Wells are the only water supply here.

During the second half of the 20th century, alfalfa, a water-intensive crop, was largely responsible for the groundwater drawdown; today, carrots, a \$69 million annual crop, are dominant, spurred by the demand for baby carrots.

Last year, records show, Grimmway Farms, the largest carrot corporation in world, and Bolthouse Farms, the second largest, pumped 28,500 acre-feet of water from the Cuyama basin — equivalent to nearly a year's supply for three cities the size of Santa Barbara, population 87,000. The two companies, based in Bakersfield, are by far the biggest water users in the valley; they alone account for more than 40 percent of basin pumping.

“The thing that bothers me personally the most is that Bolthouse and Grimmway have known for years that every year, they lower their pumps, and they haven’t chosen to make any changes,” said Jim Wegis, a pistachio and olive grower who owns Triangle E Farms in Ventucopa, at the southeastern end of the valley. “They’re putting a real strain on everybody, trying to get that last little bit of water out.”

Under the state Sustainable Groundwater Management Act of 2014, depleted aquifers such as Cuyama’s must be back in balance by 2040. In May, the Cuyama Basin Groundwater Sustainability Agency (GSA), run by a group of county officials and major landowners, including Bolthouse and

Grimmway and their supporters, announced the first-ever pumping restrictions here — a five percent cutback from 2021 levels.

Beginning in 2025, under a GSA plan that was approved by the state Department of Water Resources in May, the cutbacks are slated to increase to 6.5 percent yearly.

For now, the restrictions apply only to the flat central portion of the basin where the overdraft is most severe. Of about 32,000 acres here, Bolthouse and Grimmway own or lease more than half the land.



Jim Wegis, a fourth-generation farmer in Ventucopa, at the southeastern end of the Cuyama Valley, is shown here in front of a booster station along Highway 33. The station increases the water pressure for his irrigation system. Wegis replaced most of his alfalfa fields years ago with pistachios and olives, less water-intensive crops. | Credit: Carl Perry



Carrot fields stretch across the Cuyama valley toward the Caliente range. Bolthouse and Grimmway own or lease more than half the land in the central basin where the groundwater overdraft is most severe. | Credit: Carl Perry.

Lawyers' Bonanza

To comply with the state's 2040 deadline, pumping reductions on the order of 50 to 67 percent may be required basin-wide to achieve sustainability, the GSA says. That prospect is difficult enough.

But what's really roiling the waters now is the lawsuit that was filed in Los Angeles Superior Court in 2021 by Grimmway Enterprises Inc. and its farm management companies; and Bolthouse Land Co. and Bolthouse Farms Inc. against "all persons claiming a right to extract or store groundwater " in the Cuyama basin. The companies are asking a judge to assign specific water rights to each valley pumper, a complex and lengthy process called an adjudication.

Bolthouse and Grimmway also asked the judge to halt the schedule of pumping reductions until the case can be resolved — even though two of their past and present executives sit on the GSA board.

"How much worse can it get?" asked Jake Furstenfeld, manager of the Walking U Ranch and a member of the citizens' advisory committee to the GSA. "They don't want to cut back. They just want to bypass the whole plan. They want a different plan."



Jake Furstenfeld, manager of the Walking U Ranch, believes that Bolthouse and Grimmway filed their lawsuit in order to bypass the pumping cutbacks that are scheduled to increase every year to 2040 in the Cuyama Valley. | Credit: Carl Perry

Wegis said: “Right now, the main basin has to take all the cuts. Bolthouse and Grimmway want to spread those cuts out to the entire basin. They’re trying to get a better deal from the court.”

The first trial in the case will be held in August to consider the basin boundaries. Court documents show that 90 landowners in the valley have hired 20 law firms to defend their water rights. They include pistachio, olive, apple, vegetable, alfalfa and cannabis growers; vintners; dairy owners; cattle ranchers; the Cuyama school district and two small water agencies. Santa Barbara County and the California Department of Fish and Wildlife are on the list of landowners, too.

By now, it’s likely that these defendants, including the water district representing 700 New Cuyama residents, have collectively spent several hundreds of thousands of dollars on lawyers’ fees — and the case could drag on for years. Residents say some of their neighbors are selling their trucks to pay lawyers’ fees; others are taking second jobs or postponing their retirement. Some are living on Social Security and have borrowed money from their children.

The places where most residents live — Cuyama, New Cuyama and Ventucopa — are all on the state’s list of “disadvantaged unincorporated communities,” or communities with low-income populations and unmet infrastructure needs.

“People are highly upset,” Furstenfeld said. “They know that Bolthouse and Grimmway have all the money in the world to carry on, and we’re going to get drug through a lawsuit we can’t afford. It’s very much a financial strain on a lot of people. Do you pay for the lawyer or do you feed your family? This is the modern-day David vs. Goliath, without a doubt.”

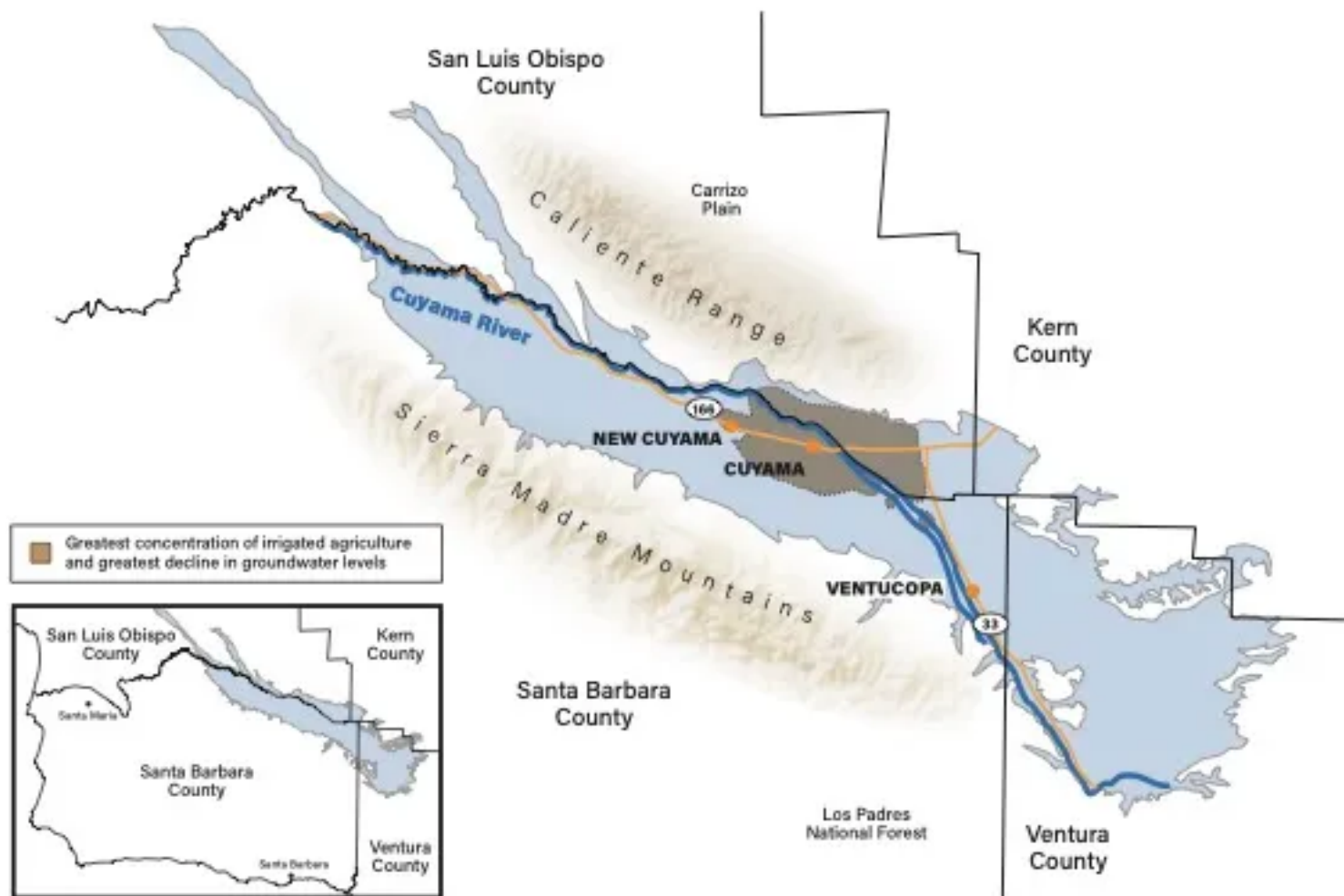
Roping In Small Users

Furstenfeld said he pumps water for his family and 32 cows. The water is stored in tanks to prevent losses from evaporation, he said, and he checks the lines daily, looking for leaks that coyotes may have chewed into them. Walking U is at the southwestern end of the valley; the ranch has not seen a drop in its well water levels since the 1970s, Furstenfeld said.

An estimated 200 owners of valley properties such as the Walking U Ranch use less than two acre-feet of water yearly, a tiny fraction of what the carrot companies consume. In court filings, they are called “*de minimus* pumpers.” An unknown number still have not been served with court papers, residents say. Those who have been served have been advised that if they fail to file a response in court, they risk losing their water rights altogether.

“Before the Court can determine what is *de minimus* water use in the Cuyama Basin, we need to better understand the number of pumpers and the quantity of water being pumped,” the Bolthouse and Grimmway lawsuit states.

CUYAMA VALLEY GROUNDWATER BASIN



Source: Cuyama Groundwater Sustainability Plan | Kristin Jackson Graphic Design

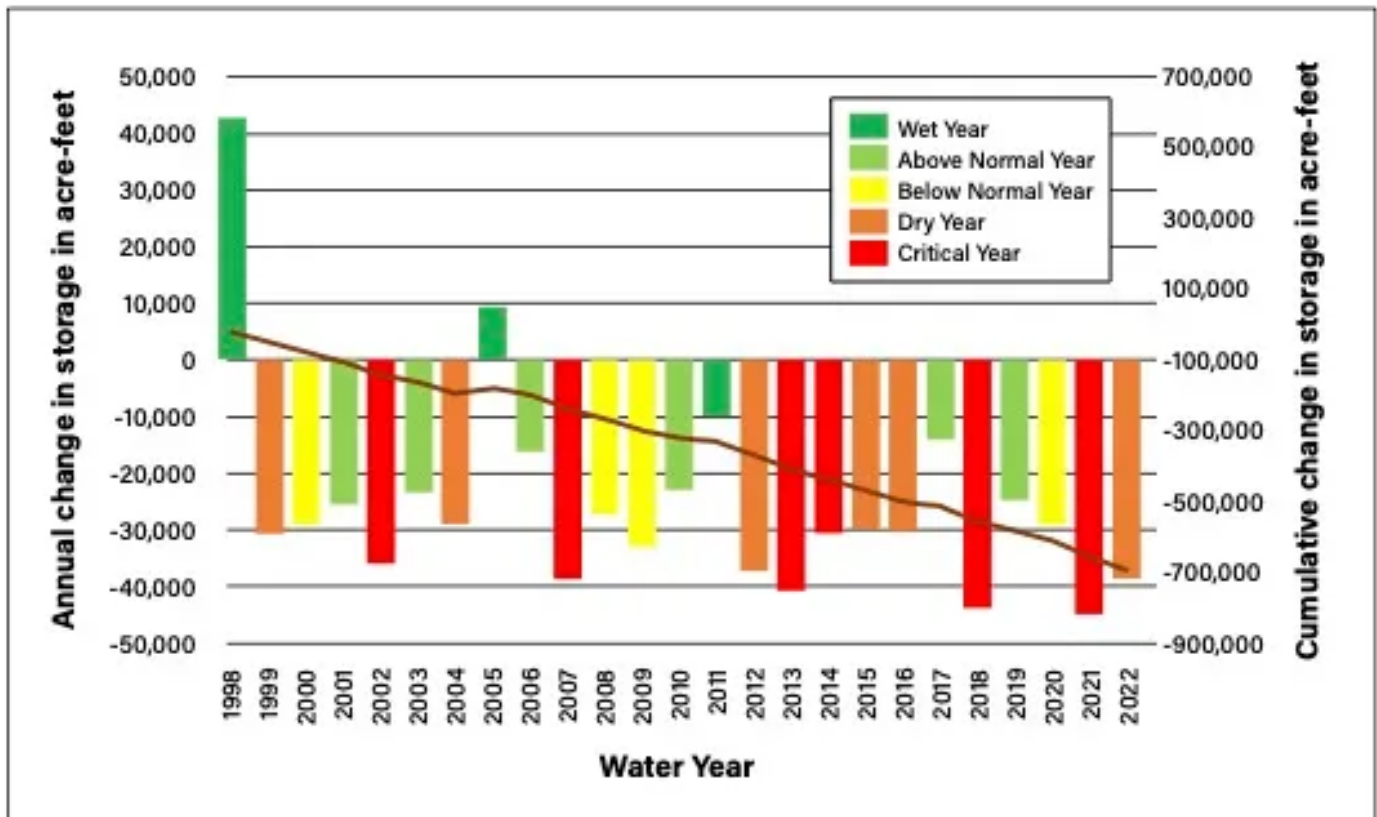
Lawyers for Bolthouse and Grimmway declined to comment this month on the lawsuit or the companies' farming practices. A reporter's emails to corporate headquarters in Bakersfield requesting comment went unanswered. In court filings, the companies argue that the Cuyama basin adjudication is "necessary to protect the Basin's limited water supply" and "ensure that the waters of the Basin are put to maximal reasonable beneficial use."

"Plaintiffs bring this action to protect the general welfare of the Basin, protect Plaintiffs' right to pump groundwater and to achieve sustainability of the Basin," they state.

Water rights adjudications must resolve competing claims between those landowners who are using their well water on their own land and those who are shipping around their water. Some owners may claim "prescriptive rights" to water

they've been drawing over time from another property, like a squatter's claim to land. Relying on historic use to apportion water rights is fraught because some landowners have a history of conserving water and others don't.

Mining the Cuyama Groundwater Basin



Over-pumping on farmland has left the Cuyama basin in a state of critical overdraft. The bars show the yearly deficit in groundwater storage since 1998, even in years of above-normal rain. The brown line tracks the steady decline in storage overall.

Credit: Cuyama Basin Groundwater Sustainability Agency.

County Board of Supervisors Chair Das Williams, who represents the Cuyama Valley and sits on the GSA board, says Bolthouse and Grimmway should drop their suit. The GSA's plan for ever-increasing pumping restrictions must be allowed to go forward, he said, "so that the basin doesn't get worse and worse and wells don't run dry."

"I just hope they do some soul-searching and realize this adjudication is not good for the valley," Williams said. "Their neighbors are being hurt. My constituents are all feeling nervous and insecure about the future of their water supply. The reality is, the government doesn't want their water: It seems Bolthouse and Grimmway do."

Baby Carrot Boom

Baby carrots launched the massive expansion of carrot fields in the Cuyama Valley, starting in the 1990s. Bolthouse and Grimmway cut, peel and shave two-inch pieces out of carrots to create the wildly popular mini-snacks.

Today, the fields of Bolthouse and Grimmway stretch along Highway 166 between two mountain ranges as far as the eye can see. Their main crop is carrots, but they farm other vegetables, too. From March through September, their overhead sprinklers are running full blast, residents say, even when it's hot and windy. The water levels in some of the wells in the central basin have dropped to more than 600 feet underground. According to the U.S. Geological Survey, some of the water being pumped out here is "fossil water" more than 30,000 years old.

Wegis said he and 10 other Ventucopa property owners, including olive and pistachio farmers Lee Harrington and his son, Jason, will argue in court that they are drawing water from a sub-basin of the valley that is not in overdraft. They believe that an earthquake fault blocks the underground flow of water from Ventucopa into the main basin. Their group has spent \$150,000 in lawyers' fees to date, Wegis said.



"We're not begrudging them making money, but it's not sustainable," Lee Harrington, a Ventucopa pistachio grower, said of Bolthouse and Grimmway. Harrington and Wegis are part of a group of Ventucopa farmers who have spent \$150,000 on lawyers' fees to date to protect their water rights. | Credit: Carl Perry

Wegis, a fourth-generation farmer in the valley, said he replaced most of his former 1,000-acre alfalfa operation years ago. With a drip irrigation system in place for his pistachio and olive trees, he says he's cut his water use by three-quarters. He pumped 234 acre-feet of water last year, or less than one percent of what Bolthouse and Grimmway used.

"In this end of the valley, we've chosen to make changes," Wegis said.

Of Bolthouse and Grimmway, Lee Harrington said, "We're not begrudging them making money, but it's not sustainable. We're going to fight 'em."

Mounting Legal Fees



Dave Lewis, a pistachio grower in the central southeastern valley, said he has been hard hit by \$5,000 in lawyers' fees to date, just as his trees are coming to fruit for the first time. | Credit: Carl Perry

Gene Zannon, whose family owns the Santa Barbara Pistachio Co. and 420 acres of pistachios in the valley, is the fourth-largest pumper in the valley, after Grimmway, Bolthouse, and Kern Ridge Growers, GSA records show. But the water use at the Zannons' farms, Tri-County Pistachios and Lucky Dog Ranch, was 2,220 acre-feet last year, or less than 8 percent of the total pumped by Bolthouse and Grimmway. Kern Ridge, in third place, used 3,033 acre-feet of water, or 11 percent as much as Bolthouse and Grimmway.

Zannon said he has spent \$50,000 on lawyers' fees so far to defend his family's water rights.

"It's a legal food fest that is sucking huge amounts of money out of the valley," he said. "It has had a serious impact on the small landowners."

Dave Lewis, who owns 40 acres of pistachios awaiting their first harvest in the central eastern Cuyama basin, said the lawyers' fees — more than \$5,000 to date for his property — are "eating me alive." Lewis pumped 30 acre-feet of water in 2022,

GSA records show.

“I was planning on retiring, but I don’t think I can, now,” Lewis said.

Alfonso Gamino, superintendent of the Cuyama Joint Unified School District, said his small district spent \$6,750 in lawyers’ fees in June alone, plus \$5,000 for a water meter. Most of the district’s 180 students come from low-income Latino families. Under Gamino’s leadership, the district recently emerged from a period in which it had been placed under a fiscal solvency plan by the county.

“Is it a burden? Sure it is,” Gamino said of the lawyers’ fees. “It takes away from the education of the children. It would have been nice if they had excluded the school district when this lawsuit was filed.”

In New Cuyama, a community of retirees, commuters and Latino farmworker families, the Cuyama Community Services District is paying off a loan for a million-dollar treatment plant that was installed in 2014 to remove arsenic from the



Alfonso Gamino, superintendent of the Cuyama Joint Unified School District, says the small district paid \$6,700 this month in lawyers’ fees, plus \$5,000 for a new water meter. | Credit: Carl Perry

water supply. Most of the plant was paid for in grant money, officials said, but the district owes \$171,000 on a \$240,000 loan. Amid those obligations, they said, the district has had to spend \$41,000 this fiscal year on lawyers’ fees in the water rights lawsuit, or about 8 percent of its total budget.

Laura Price, co-owner of The Old Cuyama Store on Highway 166 and secretary of the Cuyama Mutual Water Co., representing 14 homes and businesses just east of New Cuyama, said the company has paid \$4,000 in lawyers’ fees to date, “trying to protect the rights of our residents.”

“We’ve got a little bit in the bank, but that’s our contingency money if the well goes down,” Price said. “There’s going to come a point where we’re just not going to be able to keep paying out money for an attorney. I think it’s sad when large companies like that can go after so many people who have no means of protecting themselves.”

‘A Bad Feeling’



A mural on the back wall of the Cuyama Valley Family Resource Center in New Cuyama illustrates the water cycle in this land of little rain. The Cuyama River, which runs through 55 miles of the valley, is usually dry. | Credit: Carl Perry

The Cuyama water rights adjudication lawsuit is one of six filed in California since the Legislature passed the Sustainable Groundwater Basin Management Act in 2014. A “friendly” lawsuit to adjudicate the declining basin underlying Borrego Springs in San Diego County was resolved after 15 months of negotiations, with the Borrego water district, resort owners and grapefruit growers agreeing to slash their water use by 74 percent by 2040.

But friendly negotiations are not the norm. After five years of squabbling, a court judgment was entered in June in a water rights adjudication case in the Las Posas Valley of Ventura County.

The Bolthouse and Grimmway lawsuit “has a bad feeling to it,” said Eric Hvolboll, who co-owns two ranches in the Cuyama Valley, one at the western end and the other in Salisbury Canyon. “It seems we have these out-of-town people who are avaricious and are lawfully taking advantage of an archaic law to the economic detriment of their neighbors.”



Bolthouse and Grimmway are subject to pumping reductions of 5 percent this year, compared to 2021 levels. The sprinklers on carrots typically run day and night. | Credit: Carl Perry

A bill now making its way through the state Legislature, AB779, would encourage the court to “consider the water use of small farmers and disadvantaged communities ... before entering a judgment” in a groundwater rights adjudication.

It’s not clear how the court ruling in the case will affect the GSA’s plan for cutbacks, but state law will require some compatibility between the two. Under the law, an adjudication cannot “substantially impair” the ability of a GSA or the state “to achieve sustainable groundwater management.”

Anthony Leggio of Bakersfield is president of Bolthouse Properties;

manager of Bolthouse Land Co.; and a director of Tejon Ranch, the largest expanse of private land in California. Jeffrey Dunn is CEO of Bolthouse Farms. Jeff Huckaby of Arvin is president and CEO of Grimmway Farms and CEO of Grimmway Enterprises. Other plaintiffs in the water rights lawsuit include Grimmway’s farm management companies: Diamond Farming, Lapis Land, and Ruby Land.

Matt Vickery, the director of land and water resources at Grimmway; and Derek Yurosek, the former vice president of real estate at Bolthouse Properties and vice president of agricultural operations at Bolthouse Farms and the current managing director of Arable Capital Partners, a Bakersfield agribusiness investment firm, have both occupied leadership roles on the GSA board. They did not respond to recent requests for comment on the lawsuit or the GSA's plan for pumping cutbacks.

Vickery is presently vice chair of the GSA board. Yurosek, whose grandfather, Mike Yurosek, invented baby carrots, was voted out as chairman on May 3. The minutes of the meeting show that a narrow majority of board members backed Cory Bantilan for the post: he is chief of staff for Santa Barbara County Supervisor Steve Lavagnino, who represents Santa Maria. Board members who voted for Bantilan spoke in favor of a "neutral" and "objective" chairperson, noting also that the water rights lawsuit was costing landowners "a significant amount of money in legal fees."

Asked by one board member whether the lawsuit disqualified Yurosek from serving as chairman, the board's attorney said it did not. "All landowners are in the same position" in such lawsuits, he said. Yurosek remains a GSA board member.

Melinda Burns is an investigative journalist with 40 years of experience covering immigration, water, science, and the environment. As a community service, she offers her reports to multiple publications in Santa Barbara County, at the same time, for free.



Over-pumping for agriculture in the Cuyama Valley has resulted in chronically declining water levels underground. To comply with state law governing groundwater basin sustainability, pumping in the valley may be reduced by at least half and as much as two-thirds by 2040. | Credit: Carl Perry

The Trillion- Gallon Question

Extreme weather is threatening California's dams. What happens if they fail?



By Christopher Cox
Photographs by Spencer Lowell

[Read online.](#) Published June 22, 2023, Updated June 25, 2023

On the morning of Feb. 7, 2017, two electricians were working on a warning siren near the spillway of Oroville Dam, 60 miles north of Sacramento, when they heard an explosion. As they watched, a giant plume of water rose over their heads, and chunks of concrete began flying down the hillside toward the Feather River. The dam's spillway, a concrete channel capable of moving millions of gallons of water out of the reservoir in seconds, was disintegrating in front of them. If it had to be taken out of service, a serious rainstorm, like the one that had been falling on Northern California for days, could cause the dam — the tallest in the United States — to fail.

Kory Honea, the sheriff of Butte County, which includes the dam and the town it is named for, first heard that something was wrong from Dino Corbin, a local radio personality, who called him at his office: “Are you aware there’s a hole in the spillway?” Around the same time, one of the sheriff’s dispatchers received a confusing message from California’s Department of Water Resources, which owns the dam, saying it was conducting a “routine inspection” after reports of an incident. “I don’t believe anyone at D.W.R. was intentionally keeping information from me,” Honea told me. “They were a siloed organization, steeped in bureaucracy. They weren’t good at communicating externally.” Honea sent his undersheriff up to the dam headquarters to figure out what was going on.

At the dam, D.W.R. officials closed the gates at the top of the spillway to prevent any more of its concrete slabs from being lost in what an independent forensic [report](#) prepared after the incident described as “a sudden, explosive failure.” The flow of water stopped. The rain, however, didn’t.

On Feb. 8, Honea drove up to the dam from Oroville, a gold-rush town that was set out on a grid along the Feather. Nearly 20,000 people live there, all of them downstream of the dam. At certain points during the drive, Honea would have been able to glimpse it: 770 feet high and nearly 7,000 feet wide at its crest, a gray wedge jammed between two hills.

Oroville is an earth-fill embankment dam with a clay core and a surface of loosely placed rocks. These structures can be incredibly resilient, especially to earthquakes — concrete dams like Hoover Dam are rare in seismically active California — but they are also more vulnerable if overtopped. Once water overwhelms the spillway and starts flowing over an embankment dam, its layers can melt away at an astonishing speed. If Oroville failed in this way, it would send a wave more than 185 feet tall sweeping into the valley below.

At the dam’s operations and maintenance center, D.W.R. had set up a command post in the main conference room. The room was about the size of a squash court, with a giant table in the middle, but still they needed a tent in the parking lot to accommodate everyone: engineers, geologists, D.W.R. executives, federal officials, fire and rescue. “They were all in the conference room plotting erosion patterns, not thinking the sheriff’s office might like to know what they’re up to,” Honea says. Scott Turnquist, an engineer at the dam, describes a situation so chaotic they didn’t even know if the site of the command center was safe from flooding if the dam failed. “We didn’t have good [inundation maps](#),” he says, “and so we are real-time trying to generate those to understand whether we are at risk.”

For days, the group in the conference room tried to figure out how to stop Lake Oroville from rising despite the steady rain. They put the hobbled spillway back in service, but the stream dove into the hole and threw even more concrete into the air. Eventually, nearly half the spillway was gone, and the erosion started creeping toward the top of the dam.

Oroville had a kind of safety valve to prevent overtopping: an emergency spillway next to the main spillway that could release vast quantities of water. There wasn’t much to this spillway. It was an unimproved slope covered with dirt and trees, with a concrete lip, called an ogee weir, at the top. The weir was there to prevent the same kind of runaway erosion that would happen if water flowed over the dam itself. In the 50 years since the dam was completed, the emergency spillway had never been used.

Oroville Dam’s spillways. Credit...Spencer Lowell for The New York Times



On the evening of Feb. 10, D.W.R. decided to reduce the outflow on the main spillway, effectively ensuring the emergency spillway would be used.

One representative from the Federal Energy Regulatory Commission had asked whether it was “really the end of the world” if they went “an inch over the emergency spillway.” They would soon find out.

At around 7 the next morning, water started flowing down the emergency spillway. The geologists in the room had warned that the rock below the weir was [unstable](#). After a large section of it eroded suddenly, they started talking about the dangers of headcutting: the possibility that the erosion would travel up the hill and undermine the concrete weir. By 3:25 p.m. on Feb. 12, the judgment in the command center was that within two to four hours, the weir could topple over, sending a wall of water as high as 50 feet rushing toward town.

At 4:27 p.m., [Honea issued a mandatory evacuation order](#). To establish the size of the evacuation zone, he pulled out a map and called over Bill Croyle, the acting director of D.W.R. “Should it be this big?” he asked, dropping his hands down on the map about two feet apart.

“Maybe not that big,” Croyle said.

“How about this?” Honea asked, this time keeping his hands about 10 inches apart. Croyle had him move his hands a little bit wider. As many as 180,000 people ended up having to leave their homes.

Honea called in law enforcement from throughout the region to help with the evacuation. He recognized the gravity of calling all these officers into the inundation path. I may not have a department tomorrow, he thought.

As the citizens of Oroville jammed the roads out of town, the Sheriff’s Department started to evacuate the jail. They had 578 inmates in custody, far more than could fit in Butte County’s prison buses and vans, so they commandeered anything that had wheels. They saved their limited stockpile of handcuffs and waist chains for the most violent prisoners; even so, on one of the high-security buses, the inmates tried to kick the door open. The lower-risk evacuees were put, unshackled, in regular school buses. Eventually, the prisoners wound up in Alameda County, in the Santa Rita Jail, where they stayed for days.



Image: Kory Honea, the sheriff of Butte County, home to Oroville Dam
Credit...Spencer Lowell for The New York Times

After the evacuation, the situation at the dam stabilized. The rain let up, and the main spillway, although badly damaged, was able to channel enough water out of the reservoir to drop the level below the top of the emergency spillway. Slowly, the townspeople returned to their homes.

Today the dam has two new spillways, each of which survived major rains this spring with no problems. According to Honea, though, the people of Oroville remain traumatized. During a [meeting](#) with D.W.R. officials in 2019, one resident worried about the next incident. “I think about a little baby — they can’t save themselves,” she said. “We can’t save ourselves if that dam breaks or if we have another one of these catastrophic events, which I’m not sure we won’t in my lifetime.”

The independent forensic report faulted an “immature,” “significantly overconfident and complacent” culture at D.W.R. Officials ignored reports about the flawed rock below the emergency spillway, made repairs in a haphazard way and failed to find flaws in the spillway design — most notably drains that made the concrete more susceptible to cracking.

The report also noted that this attitude is typical among large dam owners: “The fact that this incident happened to the owner of the tallest dam in the United States, under regulation of a federal agency, with repeated evaluation by reputable outside consultants, in a state with a leading dam-safety regulatory program, is a wake-up call for everyone involved in dam safety.”

In the six years since Oroville, dam operators across the country have begun to reassess the structures under their control, looking for hidden weaknesses: the cracks in the spillway, the hillside that crumbles at the first sign of water. That work is necessary, but it may not be enough to prevent the next disaster. [Bigger storms are on the way.](#)

“We still haven’t severely tested California’s primary flood-control structures,” says Daniel Swain, a climate scientist at the University of California, Los Angeles. The emergency spillway at Oroville, for example, was operating at about 3 percent of its capacity when Honea ordered the evacuation. “If we had an even marginally bigger event on the weather front that year,” Swain says, “it would have been significantly worse.”

Dale Cox, a former project manager at the United States Geological Survey who has worked extensively with Swain, told me that California’s dams are unprepared for extreme weather because state water authorities have a false sense of how bad flooding can get. “The peak of record is driving a lot of engineering decisions in the state,” he says, and that peak is an underestimate, maybe a gross one. “Already, we are seeing several 100-year floods every 10 years.”

Some of this miscalculation arises from [our failure to account for climate change](#), a problem that will only get worse as the atmosphere heats up and the amount of water vapor it can carry increases. “All of this infrastructure,” Swain says, “is designed for a climate that no longer exists.” But the error also lies in our understanding of the past. Most of the flood data that form the basis for the design of California’s dams come from the past century, which was an unusually placid period in the state’s weather.

Around three decades ago, meteorologists’ mental map of the state was given a jolt when satellites became sophisticated enough to pick up what came to be called atmospheric rivers. These storms, which resemble a lasso of rain thrown across the Pacific Ocean to the West Coast, deliver what Swain described to me as “almost incomprehensible volumes of water.”

In the mid-2000s, Cox assembled a group at the U.S.G.S. to study what would happen if the atmospheric rivers from two notable California flood years, 1969 and 1986, occurred back to back. They named the resulting scenario the [Arkstorm](#): flooding throughout the state, water depths of up to 20 feet in the Central Valley and economic losses of \$725 billion. When the report on this research was done, the authors presented it to emergency managers, municipal authorities and dam owners, including D.W.R. The response was demoralizing. “They said, ‘That’s too big, that’s ridiculous,’” says Lucy Jones, the chief scientist for the project.

The authors of the Arkstorm report had a response ready, however. Their imaginary storm was modeled on the Great Flood of 1862, which also made a lake of the Central Valley and destroyed, by one account, a quarter of all the buildings in the state. “The minute that you say this is too big, this couldn’t happen, this is unrealistic,” says Michael Dettinger, a hydrologist who worked on the report, “I can just point at 1862 and say, ‘1862 was far worse than this.’”

In April 2021, Cox took me on a walk along the American River, about 30 minutes northeast of Sacramento. Somewhere downstream of Folsom Prison, he said, was a reliable high-water mark for the 1862 flood. Because it was so long ago, water authorities didn’t count it as an official peak of record, but it showed what the river was capable of.

It was a hot and sunny day, but Cox wore blue jeans, black Vans and a black T-shirt with a paisley shirt over it. He looked like an aging session bassist, with a gray goatee and sunglasses. (We established, after a thorough discussion of our respective genealogies, that we aren’t related.)

Cox was not a scientist; he had studied to be a journalist. “My role is going out and getting the ball rolling, starting the project, recruiting people,” he said. His training proved useful because it taught him how to cut across disciplines — and how to ask a lot of annoying questions. I could see his mind at work when he talked about a project to restore the natural banks of the Los Angeles River. Experts had all sorts of stolid objections or arguments in favor of it. He was the one to ask: Once these habitats reunite, will we have to worry about mountain lions coming down and eating people’s pets?

About a mile up the American River canyon, we reached a gate that read FOLSOM STATE PRISON NO TRESPASSING. Cox pressed up against the fence and pointed just upriver, to a flat spot on the bank across from us, where there was a pile of boulders. That, he said, is where Stockton and Coover flour mill once stood. Contemporary accounts noted that the water reached the mill’s stone stable, which survived into the 20th century.

Image: Dale Cox, project manager for the Arkstorm scenario, at the American River. Credit...Spencer Lowell for The New York Times



By using the stable as a high-water mark for the American River, researchers were able to set the [peak discharge](#) of the river during the flood at more than 300,000 cubic feet per second — greater than the median flow of the Mississippi River at St. Louis and far above the peak of record. On the day I was there, the American River was rolling along steadily at 1,000 c.f.s.

Did presenting state officials with these numbers make a difference? I asked. No, he said. So many of the officials he talked to about Arkstorm were like the mayor in “Jaws” — unwilling to see a problem they couldn’t fix. Most officials wanted to do nothing if possible, or if they had to do something, they wanted it to be the cheapest thing they could get away with.

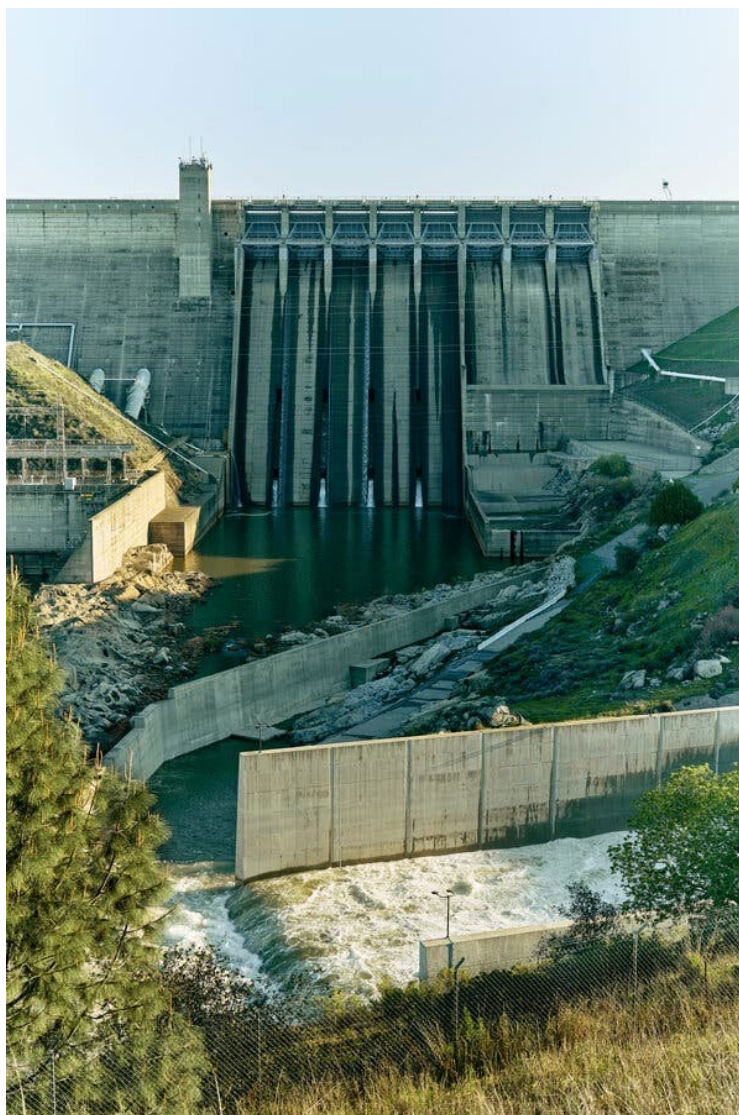
Cox thought part of the reason he faced resistance was that a flood is not a “charismatic disaster,” like an earthquake. It is less sudden, less dramatic, the wreckage uglier. “Whereas an earthquake is more like an act of God,” he said, “flooding points out the flaws of man.”

The original plan for the Arkstorm scenario was to have D.W.R. and other agencies translate the storms they had created into water on the ground: turning meteorology into hydrology. But according to Cox, “D.W.R. ghosted the Arkstorm project about three-quarters of the way through.” He never got a straight answer about why, but one of his contacts there told him it was “political.” (“Is that a capital P or a small p?” Cox asked.) My own reporting would eventually reveal another possible answer: The numbers were scary enough to shut down any discussion.

The best the Arkstorm team could manage for the final report was this line, buried on Page 59, which read like a statement from a hostage negotiation: “Because of the extremely sensitive nature of a dam-damage scenario, the selection of a particular dam to imagine as hypothetically damaged in such a way is left to emergency planners.”

After 2017, Dettinger and Cox made a list of what they would do differently if they could start over from scratch: “What are the things that we assumed wouldn’t happen or that we just misjudged where they might happen,” Dettinger says. “And top of that list was, ‘Man, we shouldn’t have taken dam safety off the table.’”

Image: Folsom Dam, whose recently built — and expensive — auxiliary spillway permits the release of excess water at a lower level. Credit...Spencer Lowell for The New York Times



Dam failures are rare, but when they happen, they can be deadly. Nearly as many lives were lost following the 1889 collapse of the [South Fork Dam](#) near Johnstown, Pa., as in the attack on Pearl Harbor. When [St. Francis Dam](#) near Los Angeles breached in 1928, it unleashed a wall of water that was initially 140 feet tall, carrying off people and houses and animals before emptying into the Pacific Ocean some 50 miles away.

And yet, as I discovered in examining the fallout from Oroville, dam safety is an orphaned problem. Meteorologists tend to talk only about the weather; hydrologists will tell you only about stream flows; engineers know about concrete but can't comment on climate; climatologists look at systems but rarely want to make specific predictions. Everyone is stuck in the mesoscale: the realm between macro and micro climate concerns, where everything is just fine-grained enough to appear blurry.

Ultimately, responsibility lies with state and federal authorities, but it's not clear that any single entity is capable of seeing the whole picture. "So much water is moved around California by so many different agencies," [Joan Didion wrote in 1977](#), "that maybe only the movers themselves know on any given day whose water is where." Little has changed since then. D.W.R. has regulatory authority over more than 1,200 dams; the Bureau of Reclamation owns and operates [45](#), including some of the largest in the state, and hundreds more belong to private utilities and local water authorities from Yreka to Chula Vista.

For any dam receiving federal funding, the Army Corps of Engineers also plays a role. The corps usually had at least a hand in — if not total responsibility for — the building of these dams, and it helped write the water-control manual for each of them. The manual dictates when a dam should hold on to water during a flood and when it should release it. It is the bible for dam operations, with one unbreakable commandment: A dam shall not be overtopped.

Dettinger was the first person to tip me off that dam owners may have a bigger problem than they've publicly acknowledged. He began by telling me about a meeting he and the Arkstorm team had in La Jolla with Maurice Roos, the former chief hydrologist for D.W.R., who had been with the department since 1957. In that meeting, Roos claimed that Folsom Dam, which is owned by the Bureau of Reclamation, had come within six hours of overtopping in 1986 — six more hours of rain, and the dam might have been lost.

Dettinger said that something similar had happened in 2017, even while everyone was watching Oroville: "I am told by people who know these things pretty well at D.W.R. that there were some significant risks elsewhere, where they really were in danger of having the water go over the top of some of these dams." He called the overall situation "spooky."

Without a detailed model of how the Arkstorm would translate into water levels within the state's reservoirs, though, the authors of the report were left gesturing at a general calamity. "That was the outstanding missing piece," says Christine Albano, a researcher at the Desert Research Institute in Reno, Nev., who worked with the Arkstorm team.

To remedy that, shortly before his retirement, Cox began assembling a new group of collaborators, including Albano and Swain, for a project he called Arkstorm 2.0. Specifically, the group wanted to examine how a warmer climate would strengthen atmospheric rivers,

and they wanted to finally plug that weather data into a hydrological model to see what it would do to the state's flood-control infrastructure.

The first half of that work is done: In August, Swain and Xingying Huang of the National Center for Atmospheric Research [published a paper](#) that predicted a storm, called ArkFuture, that would be a supercharged version of 1862: 30 days of unrelenting rain across the whole state. "It would be a transformational event for California, without any doubt, if and when it recurs," Swain says. In the next 40 years, he and Huang determined, the odds of such a storm sequence occurring were as high as 50 percent.

The detailed hydrology for Arkstorm 2.0 is still being worked out, but Albano told me that the Army Corps had already done a preliminary analysis. At her suggestion, Mike Bartles, an engineer at the Army Corps's Hydrologic Engineering Center, had run the sequence through a model he developed. The results were astounding — but she wasn't sure she could send them to me directly.

Armed with Albano's information, I went to the Army Corps to request a copy of Bartles's analysis. It took time to receive approval — "We have a completed draft response that is undergoing internal review" — but eventually the document arrived in my inbox: a series of charts detailing what would happen to six of the largest reservoirs in California during the 30-day storm sequence predicted by Swain and Huang.

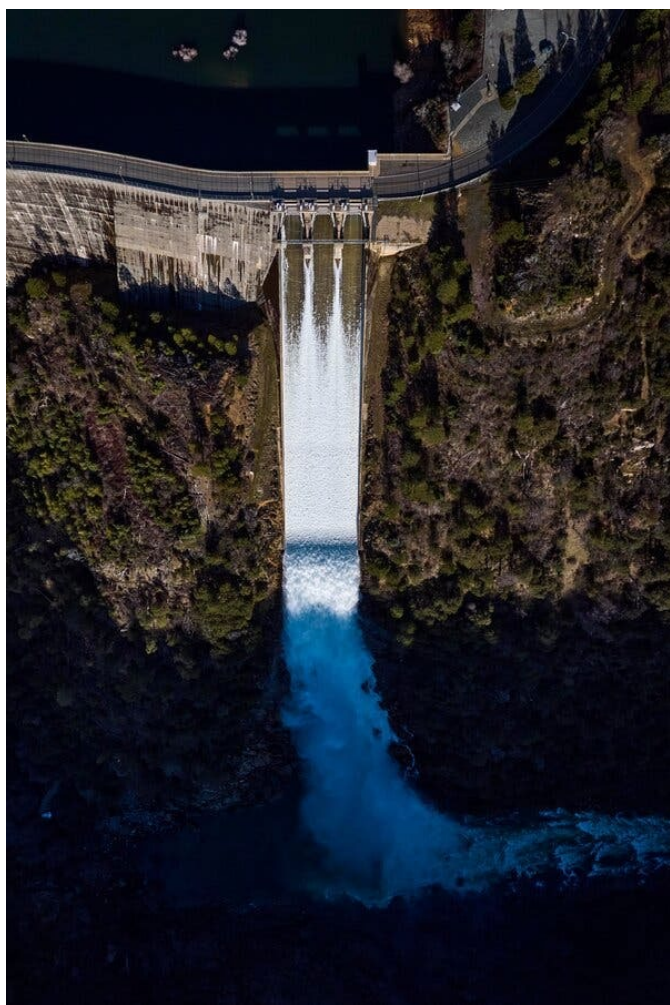


Image: New Bullards Bar Dam, which has become part of a pilot program to pre-emptively adjust reservoir levels in response to weather forecasts. Credit...Spencer Lowell for The New York Times

Some of the information was merely alarming. By matching up Bartles's data with public information about the reservoirs' outlet capacities, I could imagine the floods playing out in real time. It was apparent that Oroville Dam's emergency spillway would be tested again: as much as two whole days of water running down the dirt slope, at levels far beyond those seen in 2017. The same went for Don Pedro dam, which would need to push huge volumes of water over its never-before-used emergency spillway. Even if the dam survived, the expected outflow from Don Pedro would be multiple times the capacity of the levees downstream.

Other parts of the document were terrifying. Two large dams owned by the Bureau of Reclamation — Friant and New Melones — looked likely to overtop: Each would have periods when they would be taking on water

faster than they could spill it, and they would reach those moments when the reservoirs were nearly full. Friant Dam, which is situated in the hills above Fresno, population 544,500, would take on an incredible six times its total volume in the course of the month. New Melones would have a peak inflow that was more than twice what it could release, and its spillway couldn't be used until the water was near the crest of the dam. In the probable inundation zone for New Melones were most of the 218,800 people of Modesto.

If these projections were correct, it would create an unprecedented amount of destruction. The Army Corps studied what would happen to six dams in California, and the results suggested that two of them would probably be overtopped. It seemed unlikely that a third of all the dams in the state would fail, but would none of them? When reached for comment, the Army Corps stressed that the model was "largely theoretical" and not meant to demonstrate the "hydrologic, hydraulic and economic consequences that would be likely to occur during this hypothetical event." The Bureau of Reclamation did not reply to a request for comment on the models prepared by Bartles, but the Army Corps confirmed that the organization had been briefed on them.

Cox described the "weird 'Chinatown' vibe" he encountered whenever the conversation turned to dams. I knew what he was talking about. In the course of my reporting this article, sources would stutter and shut down whenever dams came up. Public documents that might have been easily emailed to me instead had to be extracted via Freedom of Information Act or Public Records Act requests. (In one memorable moment, the California Governor's Office of Emergency Services sent me a copy of the "Northern California Catastrophic Flood Response Plan" that was markedly different from a draft version I had found. The changes all played down the risks involved.)

I thought of Cox's comment after I sent the flooding models for Arkstorm 2.0 to Dettinger. Where he had once been voluble ("I'll talk your arm off," he told me during our first conversation), now he shut down the discussion quickly. "I have nothing to say about the inflows, because they're not my numbers," he wrote to me in an email. "Please. Just lose my email address, OK?" I never heard from him again.

In March, I drove to Oroville to see what had changed since 2017. Even dams that should be able to handle the flows from Swain and Huang's storm would still need to perform perfectly — the water would find any weaknesses. On the way up from Sacramento, the signs of the wet winter were everywhere: flooded fields glinting like mica on the horizon, brown hills turned green, a waterway called Dry Creek overflowing its banks.

Originally, Dale Cox was meant to accompany me for the meeting, but D.W.R. pulled permission for him to go at the last minute. "My boss approved, but it was nixed by higher-ups," the public information officer at the dam wrote. When I relayed this message to Cox, he smiled ruefully. "The fact they didn't want me there is wonderful," he said.

I was surprised. Recently, D.W.R. agreed to fund hydrological studies based on Arkstorm 2.0 similar to the ones done by Bartles. And when I spoke with Karla Nemeth, who has been D.W.R.'s director since 2018, she was refreshingly candid about the challenges ahead. She called the Arkstorm 2.0 storm sequence plausible, even though "it's a tough scenario to put on the table because it's overwhelming."



Nemeth also admitted that some of the state's dams were "not up to snuff." Under her leadership, D.W.R. had begun to plan for major disruptions caused by flooding, not least the prospect of moving hundreds of thousands of people out of harm's way on short notice. (Do *you* ever feel overwhelmed? I asked. "I do," she said.)

Image: Oroville Dam's new emergency spillway, built to replace the one that was destroyed during an incident in February 2017. Credit...Spencer Lowell for The New York Times

Which D.W.R. was I meeting in Oroville? The political one that Cox knew, or the plain-speaking one that Nemeth represented? In a conference room at the dam's operations center — the same room that served as command center in 2017 — I sat down with Turnquist, who was now an engineering manager at the dam, and John Yarbrough, an assistant deputy director of D.W.R., who had come up from headquarters in Sacramento.

Yarbrough pointed out that after 2017, there were checks on complacency at D.W.R.: independent audits, extensive risk assessments, decennial reviews of each dam's design assumptions. All that supervision had pushed D.W.R. to make internal changes as well — Yarbrough walked me through a 16-point plan for reform. "We feel like we're more mature now," he said.

Yarbrough and Turnquist agreed to give me a tour of Oroville's new spillways, which required a 10-minute drive up a road that wound its way along the Feather River. At the top of the dam, we walked over to the main spillway, where the water seemed to be slipping under our feet, like a treadmill set to the highest speed. Far below, it hit a row of blocks known as dentates, creating a giant plume of water and mist that jumped into the air.

Eventually we reached the emergency spillway. Since 2017, the ground has been covered in roller-compacted concrete, which forms a 1,200-foot-wide staircase that drops down the hill. I was surprised to see it stopped well before it reached the river.

Although ArkFuture would in theory require extensive use of the emergency spillway, both Yarbrough and Turnquist deflected the question of what would happen when it was used for the first time. Yarbrough said they were still studying how much erosion would occur, though they expected some where the emergency spillway ended. Turnquist pointed out that if the main spillway was running at full capacity, it would already be a catastrophe: "If we have 270,000 c.f.s. going out of the spillway, most of the downstream levees are going to be failed."

That species of fatalism crops up frequently in discussions of extreme flooding. During an event like ArkFuture, perfect operation of a dam would take the total inflow, which comes in peaks and troughs, and parcel it out evenly. But most dams can't even release large amounts

of water until they are nearly full, and even the best forecasts won't allow a dam operator to know what's coming much more than five days in advance. As flood control, dams are good at capturing single storms. Send California 30 days of rain, and there's not much they can do.

Still, there are efforts to chip away at both problems. The day after I went to Oroville, I drove into the Sierra foothills near Marysville, where I met John James, the director of resource planning for Yuba Water, which operates New Bullards Bar Dam. Our first stop was a spot just opposite the dam's spillway, which was thundering down the sides of a steep canyon. Upriver, we could see the broad concrete arch of the dam. Down below, the North Yuba River was cold, clear aquamarine.

James said that New Bullards Bar had recently become part of a pilot program known as [Forecast-Informed Reservoir Operations](#). Under standard procedures, Yuba Water was allowed to schedule releases only in response to actual reservoir levels. With FIRO, though, more water could be spilled in advance if the forecast called for a big storm, and more water could be held back if meteorologists predicted a dry spell.

That forecast wasn't terribly useful, however, without the second part of Yuba's plan: a new spillway, which they wanted to install to the right of the current one. Crucially, its intake would be lower, allowing it to release water even when the reservoir was nowhere near the crest. If they spotted a dangerous-looking amount of rain coming their way, they could spill water early, when the river was low, and then hold back more when the rain was falling and the Yuba was running high. They called it the ARC spillway, for "atmospheric river control."

We drove to the spot at the top of the dam where construction would begin. The reservoir stretched out in front of us, looking blue and inviting. More so than an embankment dam, the sweep of a concrete-arch dam looks impossible, somehow: a flimsy curtain holding back an unimaginably large amount of water. On one side, an ocean; on the other, thin air. It was like a magic trick.

One study commissioned by Yuba suggested that if the ARC spillway had been available to use during the floods of 1997, the water in the Yuba River would have been two to three feet lower. That year, levees throughout the region failed, and 23,000 homes were destroyed. Had the new spillway been in place, the levees might have held. Yuba hopes to complete the project in the next 10 years.

I wondered why more dam operators weren't looking into retrofits like the ARC spillway. At a meeting with D.W.R. officials about Oroville, one county supervisor asked the same question: "If truly we are in global warming, global climate change, and all the experts say we'll have bigger storms quicker, then maybe we need to have a way to let out water sooner."

There was an important precedent: In 2017, Folsom Dam opened an auxiliary spillway that sits 50 feet lower than the main one, allowing the Bureau of Reclamation to release water earlier and increasing the total capacity for releases during extreme floods. The answer to the supervisor's question, though, might be found in Folsom's price tag. The project allowed the dam to gain 200-year-flood protection, but it cost \$900 million.

The Bartles projections, for all their ingenuity, are a forecast built upon a forecast — not the kind of evidence that seems to generate all that many \$900 million checks. They also don't

cover any dam south of Fresno. To consider the risks to that area, we have to return to the historic record.

In arguing for the plausibility of their storm scenarios, both the Arkstorm and Arkstorm 2.0 teams cited the work of Arndt Schimmelmman, a senior scientist in the department of earth and atmospheric sciences at Indiana University Bloomington, and Ingrid Hendy, a professor in the earth and environmental sciences department at the University of Michigan, who have been conducting an ingenious series of experiments examining what's known as the paleoflood history of California. The largest floods push sediment into the Pacific, where it settles on the ocean floor; one stretch of coastline near Santa Barbara has proved to be particularly pristine when it comes to preserving this sediment record.

By extracting core samples from this site, Hendy and Schimmelmman were able to see evidence of the 1862 floods, visible as a gray layer. There were no significant gray layers in the 160 years that followed, but by looking deeper into the seabed, they found evidence of major floods that recurred on average [every 120 years](#). They also found a gray layer that was 10 times thicker than the one from 1862.

Hendy and Schimmelmman's research is sounding the same warning as Swain and Huang's. Whether you believe the computer models or the sediment cores, it's hard to escape the conclusion that the next gray layer is going to arrive soon. So, what would a repeat of 1862, which Hendy called a "relatively small" event, do to Southern California's dams?

We can get a hint of what would happen, because, as it turns out, there's another high-water mark from 1862 there. Along the Santa Ana River, in a city called Colton, there's a patch of land fenced off from the industrial zone that surrounds it. This is the Agua Mansa Pioneer Cemetery, the last remnant of what was once the biggest town in the region.

The first adobe houses at Agua Mansa — the name means "gentle water" — were built in the 1840s. In 1853, the settlers there, most of whom came from New Mexico, built a sturdy church several hundred feet uphill of the Santa Ana. The river, as the town name suggests, spends most of its days as little more than a trickle. In drought years, it barely even reaches the Pacific.

Image: The Seven Oaks Dam, one of the largest earth-fill dams in the world, in the San Bernardino Mountains.
Credit...Spencer Lowell for The New York Times

In 1862, however, the rain started falling and did not stop. Edward Everett Ayer, a Union soldier stationed in San Bernardino, wrote in his diary of a storm that "absolutely tore Southern California to pieces," leaving "water, water everywhere, and little above." Hundreds of miles north, the flood even caught up with Mark Twain, who found himself



stranded for eight days at a boardinghouse near Carson City, Nev., while he was out west prospecting for gold and silver. “Our inn was on an island in midocean,” he wrote. “As far as the eye could reach, in the moonlight, there was no desert visible, but only a level waste of shining water.”

Twain’s testimony, unfortunately, is exactly what the hydrologists say we can’t rely on when planning for the present. It’s imprecise, anecdotal and emotionally tinged — helpful fodder for a novel but useless for an engineer.

Agua Mansa, however, holds the secret to the flood on the Santa Ana in the same way that the Stockton and Coover mill can unlock the one on the American. Because although most of the town was swept away in 1862, the church survived. Indeed, the priest saved multiple lives by calling the townspeople there on Jan. 22. As they watched, the water climbed closer and closer, until it reached the stone steps of the church — but it went no farther. From those steps, the U.S.G.S. was able to determine, more than 100 years later, the flow of the Santa Ana on Jan. 22: 320,000 c.f.s.

Twenty miles upriver from the Agua Mansa cemetery is Seven Oaks Dam, completed by the Army Corps in 2002 and one of the largest earth-fill dams in the world. Unlike Oroville, Seven Oaks is meant for one thing: to take a surging river and throttle it, protecting the cities of San Bernardino, Riverside and, farther downstream, Anaheim and Huntington Beach. During a storm, no matter how much water is rolling down the mountains into the Santa Ana, the same maximum flow should emerge from an outlet at the bottom of the dam: 7,000 c.f.s.



During the design phase for a dam, engineers calculate what’s known as the probable maximum flood, which the Army Corps defined as “the flood that can be expected from the most severe combination of meteorologic and hydrologic conditions to be reasonably possible in the region.” According to the design memorandum for Seven Oaks, the inflow during the probable maximum flood would be 180,000 c.f.s.

When I visited Seven Oaks in May 2021, there was barely any water in the reservoir. Since construction, the Army Corps had turned over day-to-day operations at the dam to San Bernardino County, which sent a technician named Dan Worthington to give me a tour. We drove up switchbacks on the face of the dam itself, which was covered in pillow-size rounded rocks.

Image: Water-level markers at the Seven Oaks Dam reservoir. Credit...Spencer Lowell for The New York Times

I saw striations on the hills around us, the work of the San Andreas Fault, which runs right through

the dam. The fault is one reason Seven Oaks, which was built to withstand a magnitude-8.0 earthquake, had to be an earth-fill dam; a concrete dam would crack.

Worthington said it had been a quiet 20 years at Seven Oaks. Droughts had tested operations more often than floods. In 2005, though, enough rain fell that the reservoir rose 120 feet overnight. The staff took bets on how high it would reach.

We arrived at the spillway, a wide bench cut into the bedrock next to the dam. The high-water mark from 2005 was 188 feet below us. Later, I asked the lead engineer for the dam, Robert Kwan, whether he thought the spillway would be used in his lifetime. "Personally, I don't think so," he said. "Maybe our kids, grandkids, great-grandkids." The water hasn't come close to it in any storm since the dam was built.

There is room for an aircraft carrier inside the spillway channel, but was it wide enough to safely pass the flow predicted by the U.S.G.S. at Agua Mansa? Because Seven Oaks is upstream of Agua Mansa, the full 320,000 c.f.s. wouldn't flow into the dam, so I asked Kwan what would happen if 300,000 c.f.s. drained into the reservoir. He repeated the number back to me: "OK, so for 300,000 c.f.s. at the dam, yeah." He was silent for a while, doing the math in his head. "Then you're looking at probably not only spilling over the spillway but over the top of the dam," he said. In fact, it would take only 162 minutes to fill the six feet of freeboard between the spillway and the top of the dam.

(The Army Corps denied that such a sustained and extreme flow at Seven Oaks was possible. I ran the math again using more conservative numbers, chosen to accord with the different flows at the two sites during the 1938 flood on the Santa Ana, but the result was still more than 20 percent above the probable maximum flood. If the storms were more in line with the thicker gray layers seen by Schimmelmänn and Hendy, of course, the numbers would go even higher.)

Kwan said that Seven Oaks was one of his first assignments after he joined the Army Corps: He got to see it go from a sketch to a fully operating dam. But he didn't register any emotion when confronted with the probability that it would fail in a repeat of 1862. Instead, he shifted to talking about the dam-break analysis that the Army Corps had done and the inundation map it prepared. He's an engineer, after all.

From the top of Seven Oaks, you can see the crowded valley below, home to more than four million people. If you keep following the Santa Ana, you'll reach the hills above Anaheim and Orange County, home to millions more. The wave running down the river following a dam breach would remain high all the way to those hills. Nearly a mile from the dam, it would still be 69 feet from top to bottom. By the time it got to the San Bernardino airport, an hour later, it would have spread out and slowed down, at merely 30 feet tall.

The inundation map shows all that would be caught in its path. Red dots for fire stations, purple dots for police stations, green squares for schools: Highland Grove Elementary, Cypress Elementary, Lankershim Elementary, Warm Springs Elementary, Bing Wong Elementary, Monterey Elementary, H. Frank Dominguez Elementary, Urbita Elementary, Woodrow Wilson Elementary, Patricia Beatty Elementary, Fremont Elementary, Ina Arbuckle Elementary, West Riverside Elementary.

Houses would be knocked off their foundations, warehouses would crumple, commercial jets would be tossed about. Much of the infrastructure along the river, bridges, highways and railroads, would be washed away. Thousands of people would have minutes to evacuate. The death toll would be far higher than that of an ordinary flood. If the surge found a flaw in Prado Dam, which sits above Orange County, all of Anaheim would be added to the inundation zone, Disneyland included, before the water met the sea.



In 1986, during one of the worst floods Northern California experienced in the 20th century, Mike Dettinger was stranded on Point Reyes with a colleague and both their families, including Dettinger's 9-month-old daughter. "We were a bunch of groundwater hydrologists, and we knew there was a storm coming in but really had no sense of how bad it was going to be," he told me. They ended up driving their Cadillac across a flooded road and losing control of it. The two families spent the next night sleeping in a fire station and the one after that in the manager's office of a local motel.

Getting people to believe the evidence in front of them is the first step toward a solution, but it's only the first step. The threat to California's dams is no longer akin to Twain's being surprised by a flash flood. It's Dettinger in the Cadillac, heading into the torrent. The siren is blaring, but still we don't change course.

Image: The Oroville Dam spillway releases water into the Feather River.

Credit...Spencer Lowell for The New York Times

Engineers could keep raising the levees, holding back the water as best they can. Dam owners could build more spillways like the one at Folsom or the ARC spillway planned for New Bullards Bar. And state authorities could get better at evacuations, start drilling for dam failures as we do for earthquakes.

Probably California will have to do all three. But climate change requires a different kind of adaptation. What if, rather than trying to out-engineer the weather, or evacuate and return in an endless cycle, we changed where and how we live? It would be not an administrative feat but a psychological one, an attempt to check, [in John McPhee's words](#), "the powerful fabric of ambition that impelled people to build towns and cities where almost any camper would be loath to pitch a tent."

Americans aren't good at retreating, and the ones who wound up in California, the cliché goes, are the people who didn't stop pushing forward until they ran out of continent. The Indigenous population, though, knew a floodplain when they saw one. Is it unimaginable that we might learn that lesson as we unlearn the ones of the 20th century.

Maybe this could be California: It's a drought year. The streams dry up. There's barely enough water for the people and the crops and the animals, but because there aren't too many of them, they survive. The next year it floods. The snow builds in the Sierra, storm after incredible storm, until the spring arrives and it all goes rushing out to the ocean. The people, though, live well above the rising water. The storms are intense, but after each one passes, the land around them, dun and brittle and dusty for years now, blooms with a million newborn flowers and endless gold-green grasses.

[Read this article online.](#)