

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

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

**Committee Members Roll Call**

**1. Public Comment**

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

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

**Motion**

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

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

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

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

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

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

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



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

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

- 4. Project Highlights** (Proposed Time: 15 minutes per update)
- 4.1 Engineering Department Update** (Dr. Maryam Bral)
  - 4.2 Environmental Services Department Update** (Linda Purpus)
  - 4.3 Operations and Maintenance Department Update** (Brian Collins)

**5. Future Agenda Items**

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

**ADJOURNMENT**

**Directors:**

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

**Staff:**

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

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

Craig Morgan  
Michel Kadah  
Adrian Quiroz  
Robert Richardson

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

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

  
Dr. Maryam Bral, Chief Engineer

  
Brian Collins, Chief Operations Officer

**Posted: (date)** February 24, 2023

**(time)** 4:30 p.m.

**(attest)** Jackie Lozano

**At:** [www.unitedwater.org](http://www.unitedwater.org)

**Posted: (date)** February 24, 2023

**(time)** 4:40 p.m.

**(attest)** Jackie Lozano

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



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

**COMMITTEE MEMBERS IN ATTENDANCE**

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

**STAFF IN ATTENDANCE**

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

**PUBLIC IN ATTENDANCE**

Sam Culley; the attendance sheet was not signed.

**Call to Order- Open Session**

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

**1. Public Comments**

**Information Item**

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

**2. Approval of Minutes**

**Motion**

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

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

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

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

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

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

Chair Maulhardt joined the meeting.

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

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

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

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

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



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

No public comments or questions were offered.

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

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

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

## **4. Project Highlights (see attached slides)**

### **4.1 Environmental Services Update**

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

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

### **4.2 Operations and Maintenance Department Update**

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

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

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

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

**5. Future Agenda Items**

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

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

Director Naumann would like more time to discuss quagga mussels.

**ADJOURNMENT 10:09 a.m.**

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

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

**ATTEST:** \_\_\_\_\_  
Chair Lynn E. Maulhardt

## Motion 3.1

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

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



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## Motions 3.2 through 3.4

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

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



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# ENVIRONMENTAL SERVICES DEPARTMENT MONTHLY UPDATE

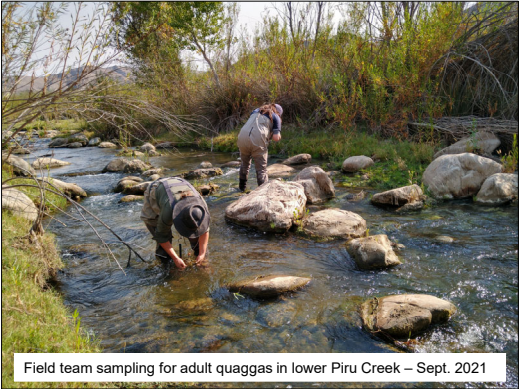
February 2, 2023




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## Department Summary Updates

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



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



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

4



### January Storm Updates

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




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

5

### Freeman Diversion

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

- Flows estimated at ~35,000 cfs



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### Freeman Diversion

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**Other Activities**

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

A photograph showing two individuals in waders standing in a river, conducting a survey. One person is holding a surveying staff with a level, while the other is looking at a device. The water is turbulent and brown, indicating sediment transport. The background shows a wide river valley under a clear sky.

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### Santa Felicia Project

- Debris
- Landslides
- Lost and damaged equipment and infrastructure

A wide-angle photograph of a river valley. In the foreground, a concrete dam structure is visible on the right. The river is filled with brown sediment and debris. The background features steep, green mountains under a cloudy sky.

8



### Santa Felicia Project

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





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### Santa Felicia Project



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QUESTIONS



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OPERATIONS AND MAINTENANCE  
DEPARTMENT MONTHLY UPDATE

February 2, 2023





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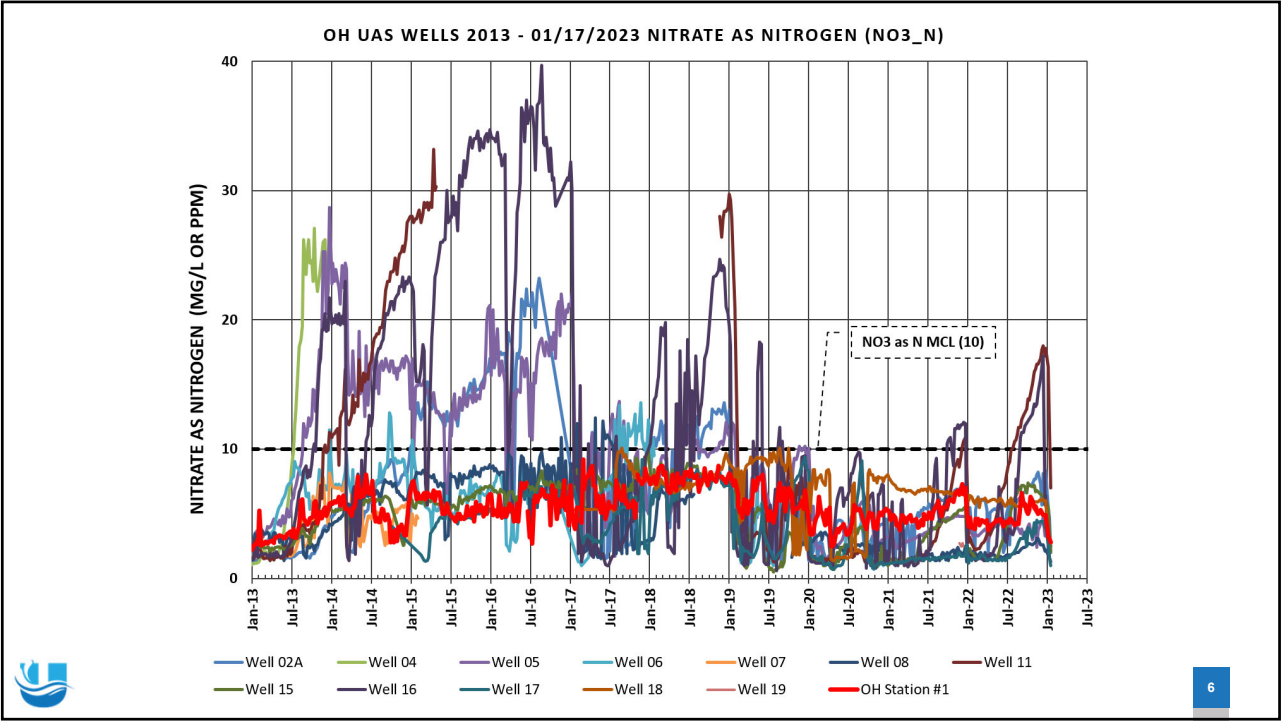




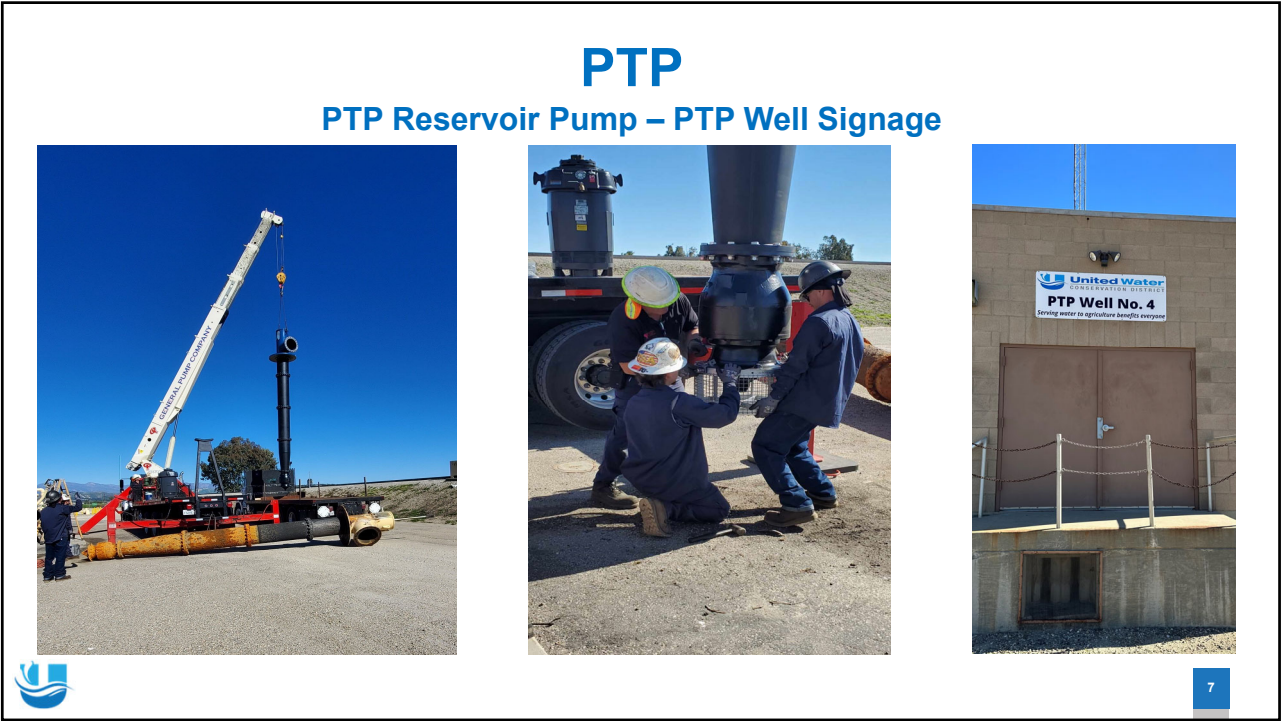
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# Questions?







### **Staff Report**

**To:** Engineering and Operations Committee Members

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

**From:** Maryam Bral, Chief Engineer

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

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

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#### **Staff Recommendation:**

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

#### **Background:**

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

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

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

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

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

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

**Discussion:**

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

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

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

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

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

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

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

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

**Fiscal Impact:**

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

**Attachment:**

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

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

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

**RECITALS**

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

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

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

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

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

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

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

1. PURPOSE AND INTENT

1.1. The Interconnection will benefit each Party as follows:

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

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

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

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

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

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

## 2. FINANCIAL RESPONSIBILITY

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

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

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

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



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

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

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

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

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

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

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

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

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

#### 4. OPERATIONAL MATTERS

##### 4.1 Availability of Water

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

##### 4.2. Priority of Right to Use the Interconnection

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

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

1<sup>st</sup> priority: The City.

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

3rd priority: United.

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

#### 4.3. Scheduling Use of Interconnection

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

#### 4.4. Operation of Valves

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

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

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

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

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

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

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

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

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

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

## 5. METERING

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



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

## 6. WATER ACCOUNTING AND BILLING

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

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

## 7. WATER QUALITY

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

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

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

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

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

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

## 8. NO WARRANTY

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

## 9. INDEMNITY

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

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

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

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

## 10. COMPLIANCE WITH LAWS

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

## 11. PROTECTION OF FACILITIES

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

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

12. MAINTENANCE OF RECORDS

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

13. ENTIRE AGREEMENT

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

14. NO INDUCEMENT

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

15. PARTIAL INVALIDITY

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

16. MODIFICATION ONLY IN WRITING

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

17. NOTIFICATION

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

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

If to the City:                      City of San Buenaventura  
Ventura Water Department  
336 Sanjon Road  
Ventura, CA 93001  
Attn: General Manager

If to Calleguas:                      Calleguas Municipal Water District  
2100 Olsen Road  
Thousand Oaks, CA 91360  
Attn: General Manager

If to United:                      United Water Conservation District  
1701 N. Lombard Street, Suite 200  
Oxnard, CA 93030  
Attn: General Manager

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

## 18. DISPUTE RESOLUTION

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

19. TERM

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

20. TERMINATION

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

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

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

21. REPRESENTATION BY COUNSEL

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

22. JOINT DRAFTING

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



23. CALIFORNIA LAW AND VENUE

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

24. SIGNING AUTHORITY

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

25. COUNTERPARTS

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

26. NO THIRD-PARTY RIGHTS OR ASSIGNMENTS

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

27. AUTHORITY

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

28. FURTHER ACTIONS

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

29. INCORPORATION OF RECITALS

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

30. HEADINGS

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

*[Signatures follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives in Ventura County, California.

CALLEGUAS MUNICIPAL WATER DISTRICT

\_\_\_\_\_  
Anthony Goff, General Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Walter E. Wendelstein, District Counsel

\_\_\_\_\_  
Date

CITY OF SAN BUENAVENTURA

\_\_\_\_\_  
Gina Dorrington, General Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM

Andrew Heglund, City Attorney

By: \_\_\_\_\_

Miles Hogan

\_\_\_\_\_  
Date

Senior Assistant City Attorney

UNITED WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Mauricio Guardado, General Manager

\_\_\_\_\_  
Date

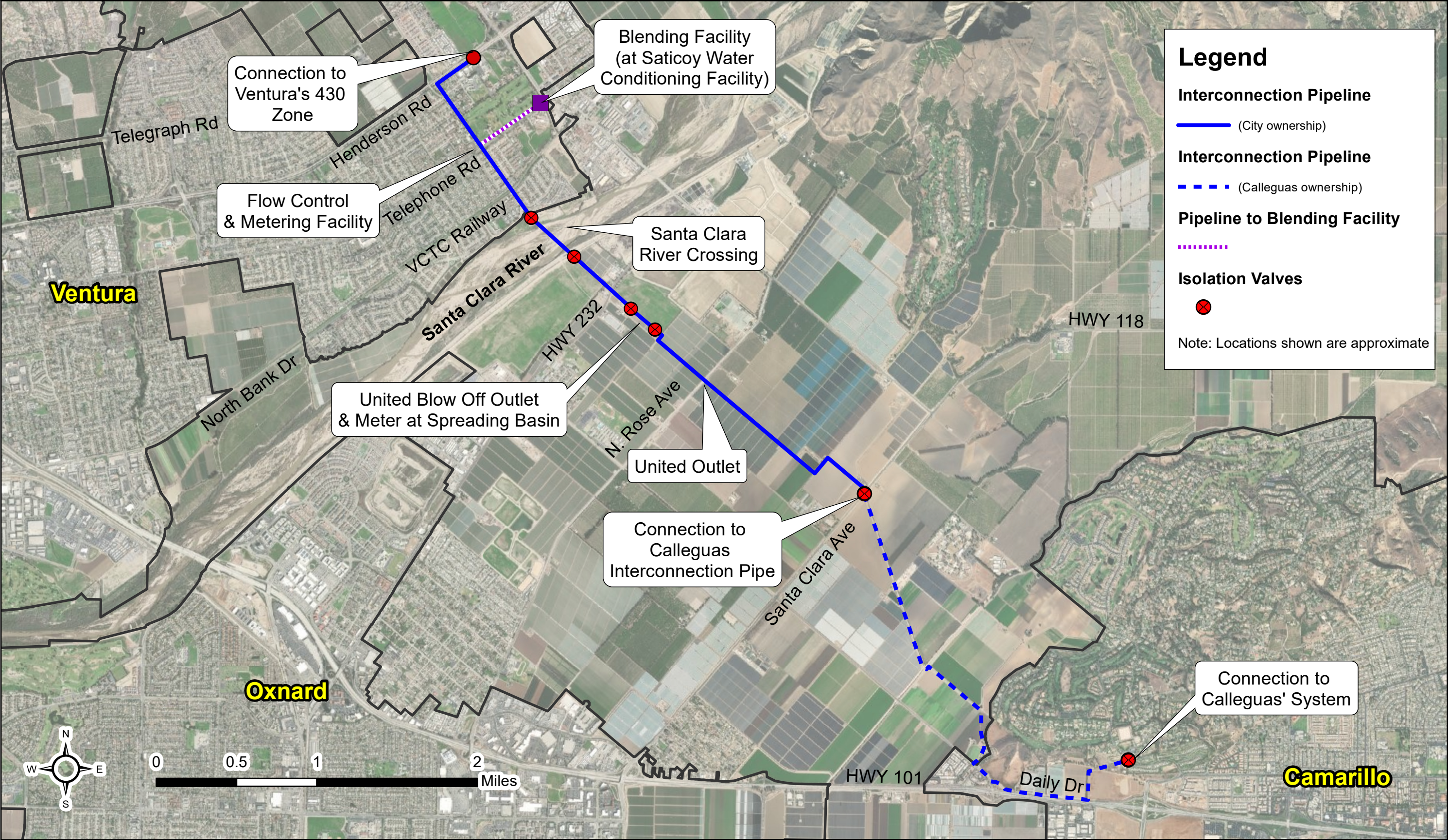
APPROVED AS TO FORM

\_\_\_\_\_  
David D. Boyer, District Counsel

\_\_\_\_\_  
Date



# Project Map



Date: 1/5/2023

## State Water Interconnection Pipeline

Exhibit A



**Staff Report**

**To:** Engineering and Operations Committee Members

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

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

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

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

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**Staff Recommendation:**

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

**Discussion:**

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

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

**Fiscal Impact:**

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

**Attachment:**

Attachment A – Amendment No. 1

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**AMENDMENT No. 1**  
**TO THE PROFESSIONAL CONSULTINGS SERVICES AGREEMENT**

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

**Agreement**

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

**Scope of Work**

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

**Contract Term**

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

**Compensation**

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

United Water  
Conservation District

Stantec Consultant Services, Inc.

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Mauricio E. Guardado, Jr.  
General Manager

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Heidi Wahto  
Principal

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

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


[illegible]





### **Staff Report**

**To:** Engineering and Operations Committee Members

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

**From:** Hannah Garcia-Wickstrum, Associate Environmental Scientist

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

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

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#### **Staff Recommendation:**

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

#### **Discussion:**

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

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

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

**Fiscal Impact:**

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

**Attachments:**

Attachment A – Resolution 2023-(pending no.)

Attachment B – Notice of Exemption

**RESOLUTION 2023-(pending no.)**

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of March 2023.

ATTEST: \_\_\_\_\_

Bruce E. Dandy, Board President

ATTEST: \_\_\_\_\_

Lynn E. Maulhardt, Board Secretary/Treasurer

## NOTICE OF EXEMPTION

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

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

Ventura County Clerk  
800 South Victoria Ave  
Ventura, CA 93009

**Project Title:** Emergency Work at Reasoner Creek (Project)

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

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

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

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

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**Exempt Status:**

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

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

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**Reasons Why Project is Exempt:**

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

**Lead Agency Contact Person:** Linda Purpus, Environmental Services Manager  
Telephone: 805-525-4431  
Email: [lindap@unitedwater.org](mailto:lindap@unitedwater.org)

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Linda Purpus  
Environmental Services Manager  
United Water Conservation District

Date

Date OPR received for filing: \_\_\_\_\_



### **Staff Report**

**To:** Engineering and Operations Committee Members

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

**Agenda Item:** 4.1 Monthly Engineering Department Report  
**Information item**

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#### **Staff Recommendation:**

The Engineering and Operations Committee members will receive this summary report from the Engineering Department regarding its activities for the month of February 2023.

#### **Discussion:**

1. **Santa Felicia Dam Safety Improvement Project**

- Spillway Improvement Project
    - 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.
    - Staff conducted bi-weekly progress meeting with GEI Consultants (GEI) on February 7 to review and discuss the current design status and concerns.
    - On February 7, Staff received draft in-progress Reservoir Operation Plan (ROP) prepared by GEI. Staff completed their review and provided comments to GEI.
    - On February 9, Staff attended the second 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/ constraints to divert, store and release water to reduce risk prior and during construction of the Santa Felicia Dam Safety Improvement Project. A subsequent workshop with the two agencies has been tentatively scheduled for May 04, 2023.
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#### 4.1 Monthly Engineering Department Report Information Item

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- Staff completed the preparation of the CIP budget for FY 23-24.
- Outlet Works Improvement Project
  - The above updates reported for the Spillway Improvement Project are also applicable to the Outlet Works Improvement Project.
  - Staff received two (2) draft Technical Memorandums (TMs) from GEI, the 90% design Outlet Channel Flow Analysis TM and the Fish Screen Baffle Analysis TM. Staff completed their review and provided comments to GEI to be included in the final draft.
  - Staff is currently developing a Request for Proposals/ Statements of Qualifications (RFP/Q) for construction management services during construction of the new outlet works. The RFP/Q is scheduled to be released by the end of February.
  - GEI is scheduled to visit Santa Felicia Dam on March 1 and 2 to inspect the slope failure along the east access road that was caused by the January storm events with the intention to develop alternatives for protecting the hillside near the proposed intake facilities.
- FERC License Amendment Application, NEPA Documentation and Section 7 Consultation
  - Engineering and Environmental Services Staff attended the bi-weekly permitting progress meetings with Catalyst Environmental Solutions (Catalyst) on February 3 and 17.
  - On January 30, per NMFS request, Staff provided additional information and design plans to NMFS to help its review of the draft Biological Assessment (BA) report. On February 21, 2023, Staff received comments from NMFS on the draft BA.
  - Staff prepared Amendment No. 1 to Professional Services Agreement with Catalyst/Stantec in connection with the new release channel design. Through this amendment, Catalyst/ Stantec team will evaluate and develop construction phasing of the proposed new release channel and coordinate this design effort with GEI's design work for the new outlet works.
- Loan and Grant Applications
  - 2021 FEMA Hazard Mitigation Grant Program (HMGP)  
On February 15, Cal OES informed Staff that the District's HMGP sub-application requesting funds in support of the Santa Felicia Dam outlet works improvement project was reviewed and submitted to the Federal Emergency Management Agency's (FEMA) waiting list. Waitlisted sub-applications are not considered for funding at this time but may be considered if funding becomes available. Staff contacted Cal OES and requested a meeting to discuss CalOES decision.
  - Prepare CA Match – FEMA HMGP  
See HMGP update above.
  - High Hazard Potential Dams (HHPD)  
Staff received a Notice of Award for the 2022 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



#### 4.1 Monthly Engineering Department Report Information Item

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- District prepared and submitted Letter of Acceptance to DWR. This grant is currently pending FEMA's approval.
- Water Infrastructure Finance Innovation and Act (WIFIA) Loan  
Staff prepared estimated project cost for planning, design, and construction and coordinated responses to the WIFIA loan administrator inquiries with Finance Department. Staff and the Finance Department meet with the EPA WIFIA Loan Administrators on a weekly basis and have been providing project and financial related information in response to the administrators' requests for additional information. Staff is awaiting to receive the term sheet from the loan administrator.
  - Santa Felicia Dam Safety
    - On January 30, 2022, Staff e-filed the 2022 Santa Felicia Dam Part 12D Inspection – Consultant's Safety Inspection Report with FERC which includes sixteen recommendations for improving the SFD Supporting Technical Information Document (STID). Staff will e-file a plan and schedule to satisfy these recommendations within 60 days of e-filing the CSIR.
    - The District is required to conduct an EAP Tabletop and an EAP Functional Exercise on a 5-year basis. The last tabletop exercise was conducted in 2018 while the last functional exercise was conducted in 2019. These exercises were due in 2023 and 2024 respectively, however, as an Interim Risk Reduction Measure (IRRM), the District committed to conducting these exercises one year earlier to enhance emergency preparedness. The District has retained GF to support the planning and facilitating of these exercises per an agreement with GF that was executed on August 9, 2022. The tabletop exercise was completed on October 20, 2022. An After-Action Report and Improvement Plan were e-filed with FERC on December 19, 2022. The 2023 SFD EAP Functional Exercise included a two-day event. On the first day, Staff provided updated handouts to all the participants, presented the EAP (See **Figure 1**) as a refresher followed by a tour of Santa Felicia Dam to the participants who had registered for the tour. On the second day, February 23, 2023, the functional exercise was conducted when approximately 60 members of the community and Staff participated in the event at District Headquarters.

#### 2. Condor Point Improvement Project

- As part of the Condor Point Improvement Project, six (6) new ramada shaded picnic sites have been constructed at Condor Point, per a FERC order. A significant portion of the existing irrigation system here was demolished for ramada shade construction. The District executed a construction Agreement with Pacific Vista Landscaping, Inc (Pacific Vista) on October 26, 2022. Pacific Vista's scope includes the reconstruction of the irrigation system to conform to the new picnic sites, hydroseeding the entire lawn area to establish a uniform lawn, and the planting of three (3) new Western Sycamore trees per FERC order. Work was completed by December 31, 2022. On January 19, 2023, a final punch list walk was conducted, but was partially postponed to a later date due to the

#### 4.1 **Monthly Engineering Department Report** **Information Item**

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inability to test the irrigation system due to the recent storms. Final testing of the new irrigation system was completed on February 10, 2023.

#### 3. **Freeman Diversion Expansion**

- Staff, USBR, the University of Iowa, Stantec and NHC participate in rotating weekly calls with NMFS and CDFW to provide updates on physical modeling, CFD modeling and design alternations.
- Staff visited the University of Iowa Modeling laboratory to view the Vertical Slot physical model stress and operational testing.
- On February 22, 2023, NHC and Stantec submitted their respective 100% Hydraulic Design Reports to the agencies.

#### 4. **Iron and Manganese Treatment Facility**

- Meetings:
    - Weekly coordination meetings between staff and the District's construction manager (HDR, Inc.)
    - Weekly construction progress meetings hosted by HDR and attended by GSE Construction, Taft Electric, Kennedy Jenks Consultants (KJ) and staff.
  - GSE Construction has submitted approximately 355 out of a total of 387 submittal packages anticipated for the project. HDR and design engineer (KJ) have provided responses on approximately 348 submittal packages including a requirement to comply with the Buy American Act (BAA).
  - GSE Construction has submitted approximately 126 Requests for Information (RFIs) to date. HDR, KJ and the District have been providing responses.
  - Twenty-seven (27) Change Orders (COs) have been partially or fully executed to date amounting to a net total of \$1,138,418.82. This represents approximately 12.2% 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 \$475,508.63 or 5% 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. (See **Figure 2**).
  - Final Draft Operations, Maintenance and Monitoring Plan (OMMP): document is under review by Staff and will be finalized and submitted to State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) by March 2023 before commencement of start-up and testing operations.
  - GSE Construction continued construction of the following (See **Figure 3, Figure 4, Figure 5, Figure 6**):c
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#### **4.1 Monthly Engineering Department Report Information Item**

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- 24" Raw Water Pipeline (RAW)
- 20" Spent Wash Water (SWW)
- 24" Raw Water (RAW) – flushing and disinfection
- 24" Filtered Water (FW) Connection – pressure testing and corrections
- Various underground sample lines
- Various underground electrical conduits
- Various work around Filter Drain Pump Station
- Filter face piping encasement and concrete slab construction
- Filter vessel platform handrails
- Filter vessel cleaning and internals
- Laboratory/Electrical/Blower Building
  - i. Exterior grouting and weather sealing
  - ii. Drywall
  - iii. Interior electrical
  - iv. Fire line risers and backwash service
- The tentative date for construction completion and implementation is June 19, 2023 (per CO No. 26 which was fully executed on January 26, 2023). A total of eleven (11) inclement weather days have been counted. GSE's latest monthly schedule update on February 17, 2023, indicated that construction will be completed by June 19th.

#### **5. PTP Metering Improvement Project**

- 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 No. 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.
- 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. Staff is 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.

#### **6. PTP Recycled Water Connection – Laguna Road Pipeline Project**

- Staff prepared draft Agreement outlines to be discussed with Pleasant Valley County Water District (PVCWD).

#### **4.1 Monthly Engineering Department Report Information Item**

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- On February 10, Staff attended a coordination meeting with PVCWD to discuss the draft Agreement outlines and design concerns after completion of the preliminary design phase. The District is planning to move forward with the 60% design in April 2013.
7. Rice Avenue Grade Separation Project and Impact on PTP
- No update to report.
8. State Water Project (SWP) Interconnection Pipeline Project
- Staff reviewed the Project Preliminary Design Report (PDR) for the project and provided comments to the City of Ventura on January 22.
  - The final draft copy of the 3-Party Interagency Agreement (Agreement) was presented to the Ventura Water Commission by Ventura Water Staff on January 24, 2023. Ventura Water Staff recommended the Water Commission to approve the Agreement. The Water Commission commended the City of Ventura, Calleguas Municipal Water District (Calleguas) and United Water Conversation District and was pleased with the collaboration between the three agencies. United's Chief Engineer and Calleguas Engineering Manager were present at the Water Commission meeting and answered the questions related to the Agreement raised by the Water Commission.
  - Calleguas Board of Directors approved the draft Agreement on February 1.
  - United Staff is presenting the draft Agreement as a motion item to the Engineering and Operations Committee on March 2 requesting the committee consider recommending to the full board approving the draft agreement and authorization of the general manager to execute the final copy of the agreement when ready. Ventura Water Commission Staff will present the Agreement to their City Council in Mach or April 2023.
  - In order to receive State Water Project water, the agencies must enter into a Wheeling Agreement with the Metropolitan Water District (MWD). A Wheeling Agreement has been drafted by the City of Ventura and Calleguas and will be presented to MWD by Calleguas. The draft MWD Wheeling Agreement includes the City of Ventura, Calleguas, United and Casitas.
9. Extraction Barrier and Brackish Water Treatment Project
- 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.
    - February 6 and March 6, 2023: Progress meetings with ESA Consultants to discuss permitting matrix and CEQA/NEPA/permitting strategy.
    - February 14, 2023: Coordination call with Kelley Taber to discuss environmental documentation strategy and participation in Permitting Charrette with the U.S. Navy.
    - February 15 and March 1, 2023: Progress meetings with Kennedy/Jenks Consultants to discuss discharge alternatives evaluation and preliminary well design criteria.
-

#### **4.1 Monthly Engineering Department Report Information Item**

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- February 23, 2023: Progress meeting with the U.S. Navy to discuss to discuss planned Permitting Charrette on February 28th and March 1st.
- 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 K/J 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 pending full execution.
  - 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:
  - Kennedy/Jenks 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."

#### **10. Asset Management/ CMMS System**

- Staff continues to work on tables and graphs for the end of year reporting from the Santa Felicia Dam monthly inspection reporting Survey123 app data exports.
  - Staff continues to implement the use of the Arrow GNSS unit into District projects providing high accuracy location and elevation data.
-

## 4.1 Monthly Engineering Department Report Information Item

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### 11. Main Supply Line Sodium Hypochlorite Injection Facility

- A meeting was held on February 17, 2023 to discuss a proposal for design services from Trussell Technologies. Trussell is planning to team up with Kleinfelder, Inc.

### 12. Lake Piru Recreation Area – 2022 Pavement Maintenance Program

- On February 2, Staff prepared and submitted the project punch list to the asphalt contractor (Horizon) as a result of the job walk on January 24. The punch list includes areas that require to be repaired before construction is considered complete.
- On February 8, Staff marked the location of the punch list items. Horizon began working on the punch list items on February 9 (See **Figures 7, 8, and 9**) and completed all repair works by February 21. The last item included in the punch list, striping new pavement for parking areas, will be completed in the week of February 27.

### 13. Other Topics, Meetings and Training

- On February 16 and 17, Maryam Bral and Robert Richardson attended the 2023 CalDesal Annual Conference in Sacramento and co-presented: “A path to groundwater sustainability: Preventing and reversing historic seawater intrusion and providing a resilient desalinated water supply for the Oxnard Basin.” (See **Figures 10, 11**)



*Figure 1 – 2023 SFD Functional Exercise, Day One on February 22, 2023*





*Figure 2 – 20" OF Rip-Rap Apron*

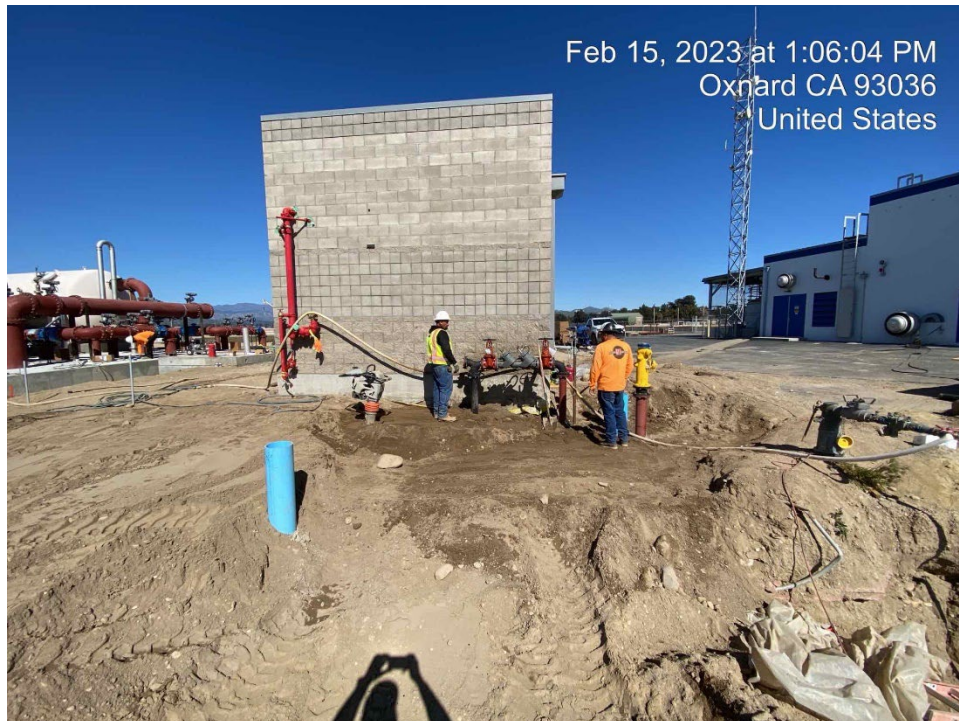


*Figure 3 - Filter Drain Pump Station Installation*

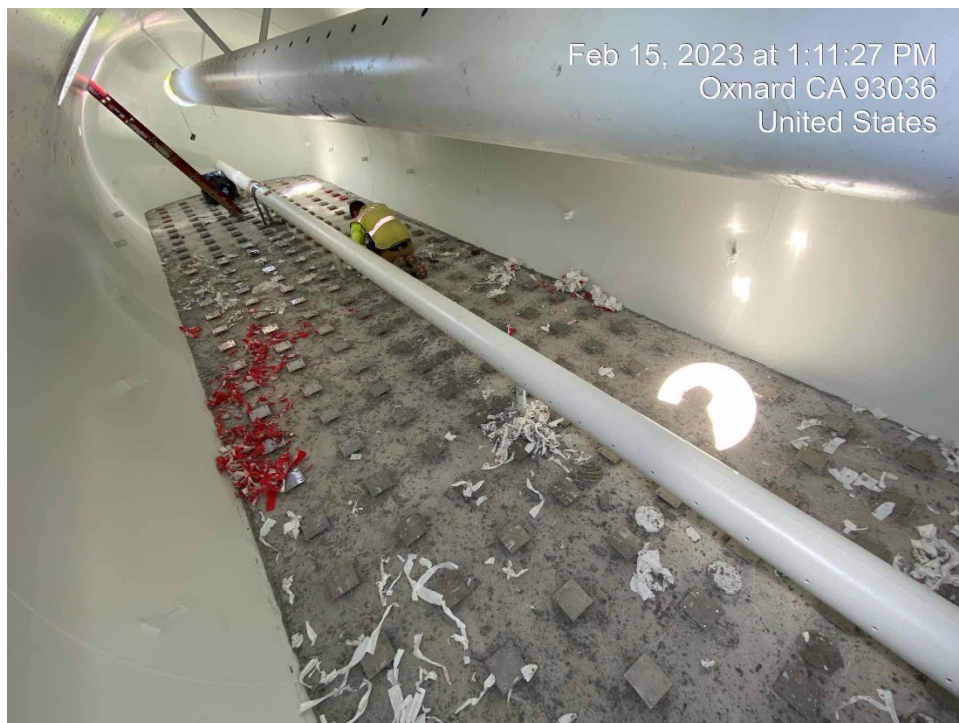


#### 4.1 Monthly Engineering Department Report Information Item

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*Figure 4 - Backwash Service Installation for Fire Suppression and Utility Water*



*Figure 5 - Cleaning Inside Filter Vessels in Preparation of Filter Vessel Soak Test*



#### 4.1 Monthly Engineering Department Report Information Item

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*Figure 6 - Filter Vessel Face Piping Slab Complete*



*Figure 7 - Deteriorated Asphalt Area and Edge of Road Marking*



*Figure 8 - Asphalt and Shoulder Backing Repair*



#### 4.1 Monthly Engineering Department Report Information Item

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*Figure 9 - Sealcoating Repair Area*



*Figure 10 - Maryam Bral presenting at 2023 CalDesal Annual Conference*

#### 4.1 Monthly Engineering Department Report Information Item

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*Figure 11 - Robert Richardson presenting at 2023 CalDesal Annual Conference*

**Staff Report**

**To:** Engineering and Operations Committee Members

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

**cc:** Dr. Maryam Bral, Chief Engineer

**From:** Linda Purpus, Environmental Services Manager

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

**Agenda Item:** 4.2 Monthly Environmental Services Department Report  
**Information Item**

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**Staff Recommendation:**

The Engineering and Operations Committee members will receive this staff report from the Environmental Services Department regarding its activities for the month of February 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. United evaluates whether the trigger is met on the first day of each month, between January and June. The table below presents trigger criteria for each month and minimum required releases if those triggers are met. Each month that the trigger is not met, the minimum required habitat water release is seven (7) cubic feet per second (cfs). The measured precipitation from the storms occurring in January met the enhanced habitat water releases for the entire calendar year. The minimum required habitat water release for the month of March is 20 cfs.

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## 4.2 Monthly Environmental Services Department Report Information Item

Habitat water release trigger date	Trigger criteria (total cumulative precipitation on trigger date)	Minimum required water release if trigger is met	2023 Measured cumulative precipitation	Actual minimum required habitat water release for month
<b>January 1</b>	4.80 inches	15 cfs	7.03 inches	15 cfs
<b>February 1</b>	8.10 inches	20 cfs	28.18 inches	20 cfs
<b>March 1</b>	12.00 inches	20 cfs	33.91 inches**	20 cfs
<b>April 1</b>	14.90 inches	20 cfs	TBD	20 cfs
<b>May 1</b>	16.30 inches	10 cfs	TBD	10 cfs
<b>June 1</b>	17.50 inches	9 cfs*	TBD	9 cfs

\*If triggered, the minimum required water release will remain at nine (9) cfs through October 1, at which time, minimum required water release will be seven (7) cfs through January 1 of next calendar year.

\*\* Provisional as of February 26, 2023.

On January 10, 2023, Environmental Services staff submitted a notification to FERC, National Marine Fisheries Service (NMFS), and State Water Resource Control Board (State Water Board) (via email) that a lapse of minimum required water release had occurred at the Santa Felicia Dam facility due to storm related effects and what appeared to be an obstruction of flow downstream of the release reach. On February 10, 2023, United submitted a follow-up report detailing the Dam Operator's actions and measures taken during and after the January 10, 2023 event. During the event, United staff prioritized protecting the safety of staff and the Santa Felicia facility infrastructure.

- **Santa Felicia Fish Passage Pre-Implementation Studies**

On February 7 and 14, 2023, Environmental Services staff scouted Piru Canyon Road above Lake Piru, middle Piru Creek, and the pre-implementation study sites to fully assess the January 9, 2023, storm's impact on the study area and equipment. Staff inventoried over 40 landslides completely covering the Piru Canyon Road between Juan Fernandez launch ramp and the decommissioned Blue Point Campground, not including numerous smaller slides that partially covered the road. The upstream PIT antenna station, including all bankside support equipment and instream antenna segments was lost as a result of storm flows. All (eight total) instream PIT antenna segments were either buried or washed downstream, four were recovered by Recreation staff after being observed among floating debris on Lake Piru. Approximately 30 feet of the riverbank at the fyke trap site has been scoured and all fyke trap equipment was lost. The rotary screw trap was recovered floating on the lake surface and appears to be functional. Environmental Services and the project contractor, Cramer Fish Sciences, are reassessing the study objectives and logistical constraints (notably access) to develop a strategy for proceeding under these changed conditions.

2. Multiple Species Habitat Conservation Plan (MSHCP)

- Geotechnical Exploration for the Freeman Fish Passage Facility

On February 1, 2023, Environmental Services staff submitted the 2022 Annual Report to California Department of Fish and Wildlife (CDFW) in compliance with the Restoration and Revegetation Plan for the Freeman Diversion Fish Passage Geotechnical Exploration Project (completed in October 2021). United completed the restoration and revegetation requirements in November 2021. However, the restoration site was scoured during the December 2021 storm flows and none of the willow and mulefat pole cuttings survived. Per plan requirements, United is required to continue to monitor the restoration site quarterly and remove (hand-pull) any observed non-native plants. United must monitor the restoration site and submit annual reports until February 2026.

3. Freeman Diversion Operations

- Freeman Diversion Sediment Management

On February 9, 2023, Environmental Services staff met with CDFW and US Fish and Wildlife Service to discuss the District's mitigation requirements associated with the Lake and Streambed Alteration Agreement (LSAA) for the Phase 1 Sediment Management Project. In accordance with the requirements of the project's LSAA, the District must operate a single cowbird trap within the Santa Clara River watershed between April 1 – June 30 for a period of three years and receive approval from CDFW regarding the placement of this trap. During the February 9 meeting, Environmental Services staff received tentative approval on preliminary trap placement locations. Some additional coordination is required with different entities that may be operating cowbird traps in the watershed and final trap placement approval will be received prior to March 1, 2023.

- Freeman Diversion Fish Passage Facility

The Freeman Diversion fish ladder and associated surveillance system have remained in operation since January 1, 2023, with only minor activity interruptions. On February 14, 2023, total river flow in the losing reach downstream of the Freeman Diversion receded below 160 cubic feet per second (cfs), the threshold established by Reasonable and Prudent Alternative (RPA) 2 of the 2008 NMFS Biological Opinion and included in the mandated Court Order. When flows stabilized below the threshold, United began to increase diversions and reduce bypass flows downstream in accordance with RPA 2; with the intention of continuing to provide voluntary bypass flows sufficient to maintain a wetted channel downstream of the Freeman Diversion. On, February 15, 2023, Environmental Services staff issued a notification and request for onsite assistance to CDFW, NMFS, and NMFS Office of Law Enforcement (OLE) to conduct stranding surveys for *O. mykiss* in the river reaches downstream of the facilities. NMFS staff responded with a request for additional information, CDFW and NMFS-OLE staff did not respond. On February 16, 2023, Environmental Services staff, with support from Recreation

## 4.2 Monthly Environmental Services Department Report

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staff, conducted stranding surveys throughout an approximate 5-mile reach of the Santa Clara River downstream of the Freeman Diversion. No *O. mykiss* were observed during surveys.

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

On February 7, 2023, United submitted a request to the California Natural Resources Agency (CNRA) to temporarily suspend the requirements of the California Environmental Quality Act (CEQA) under the Governor's Drought Emergency Executive Order N-7-22 (Executive Order). The suspension of CEQA was requested for the delivery of additional SWP water from Pyramid Lake to Lake Piru to allow United to maximize the benefit of additional SWP water, following the above average rain season, through water purchases, transfers, and exchanges, as well as potential Article 21 deliveries in both the 2022-2023 and 2023-2024 water years during the existing November 1 through end of February delivery window. On February 15, 2023, Secretary for Natural Resources Wade Crowfoot approved the suspension of CEQA and the CNRA sent United the approval letter, which is posted on United and CNRA's websites per the requirements of the Executive Order. The suspension of CEQA authorizes a temporary increase in SWP imports from a maximum of 3,150 acre-feet (AF) per year to 25,000 AF via Pyramid Dam to Lake Piru.

On February 10, 2023, the Department of Water Resources (DWR), on behalf of United, submitted a request to the State Water Resources Control Board (SWRCB) for a variance to the CWA 401 water quality certification for the South State Water Project to allow for the temporary increase in SWP imports described above and for which a suspension of CEQA was approved by the CNRA. DWR submitted an updated variance request to the SWRCB on February 16, 2023 following the approval of the suspension of CEQA by the CNRA. On February 17, 2023, the SWRCB approved the variance request, which authorizes the temporary increase in SWP imports from a maximum of 3,150 acre-feet (AF) per year to 25,000 AF via Pyramid Dam to Lake Piru.

On February 15, 2023, DWR, on behalf of United, submitted a request to FERC for a variance to Article 52 of the FERC license (P-2426) for the South State Water Project to allow for the temporary increase in SWP imports described above and for which a suspension of CEQA was approved by the CNRA. As of February 22, 2023, the FERC license variance request was still in review pending approval.

#### 5. Extraction Barrier and Brackish (EBB) Water Treatment Project

On February 28 and March 1, 2023, United hosted a two-day permitting charrette meeting with the U.S. Navy to facilitate a discussion on the EBB Water Project's permitting and environmental compliance strategy. The purpose of the meeting was to develop joint project goals and objectives and become informed of the Navy's partnership development process.

#### 6. Quagga Mussel Management

The impact of the January storms on Lake Piru and facilities, including debris on the lake and access, continue to limit staff's ability to conduct sampling activities and access monitoring sites. During the month of February, field staff was able to access monitoring locations and complete sampling

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activities at sites located in lower Piru Creek. Remaining routine monitoring under the QMMCP will resume once it has been determined safe for staff to access monitoring locations in Lake Piru.

#### 7. Miscellaneous

- During the week of February 27, 2023, Environmental Services staff submitted notifications to the State Water Resources Control Board, Los Angeles Regional Water Quality Control Board, and U.S. Army Corps of Engineers to perform emergency work at Reasoner Creek. January storms eroded portions of the bank along Reasoner Creek, depositing large amounts of material into the recreational facilities, and created steep, unstable banks downstream of the Picnic Area, posing a hazard to public safety. The work conducted under the emergency notification is intended to restore the creek and banks to a condition consistent with past conditions.
- On February 22 and 23, 2023, T. Lenz and E. Lashly participated in United's Santa Felicia Dam Emergency Action Plan, Functional Exercise. The functional exercise occurs every five years in accordance with United's FERC approved Emergency Action Plan. Environmental Services staff provided environmental compliance support during the dam failure fictional scenario exercise.

**Staff Report**

**To:** **Engineering and Operations Committee Meeting**

**Through:** Mauricio E. Guardado, Jr., General Manager  
Brian Collins, Chief Operations Officer

**From:** John Carman, Programs Supervisor

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

**Agenda Item:** **4.3 Monthly Operations and Maintenance Department Report**  
**Information Item**

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**Staff Recommendation:**

The Engineering and Operations Committee members will receive this staff report from the Operations and Maintenance department regarding its activities for the month of February.

1. Water Releases, Diversions

- Lake Piru rose 10.7 feet in February to 64,163 acre-feet (AF) of storage.
- 5268 AF of water was diverted by the Freeman Diversion facility in February.
- 3924 AF of water was diverted to the Saticoy recharge basins in February (metered plus unmetered).
- 2127 AF of surface water was delivered to the El Rio recharge basins in February.
- 207.7 AF of surface water was delivered to the PTP system in February.
- 0 AF of surface water was delivered C customers in February.
- 312 AF of surface water was delivered to Pleasant Valley County Water District in February. Access

2. Major Facilities Update

- **Santa Felicia Dam**
    - On March 1, 2023, the lake level was 15.6 feet below the spillway lip.
    - Habitat and migration water releases from Santa Felicia Dam (SFD) were maintained between 20-200 cubic feet per second (cfs), for the month of February, as per the Water Release and Ramping Rate Implementation Plan for Lower Piru Creek.
    - District staff continues cleanup efforts associated with January 9, 2023 storm activities.
    - Staff participated in Santa Felicia Dam Emergency Action Plan five-year functional exercise.
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- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**

- Flows at the Freeman Diversion averaged 95 cfs for the month of February, with 373 cfs of surface water being diverted on March 1, 2023.
- Local storm activities produced 3.5 inches of rain in February. District staff operated the Freeman Diversion throughout the month including many nights of labor intensive operations, harvesting runoff, recharging basins, and delivering surface water to PTP and PV pipelines.
- Static water levels (distance of water from the well pad to the water table):

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Saticoy	58	110'	125'
El Rio	117.4'	125.7'	115.6'
PTP	96' - 114'	104' - 145'	100' - 132'

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

- February 7, 2023, staff removed the vault cover and changed out the OH Pipeline Oceanview meter.
- Staff removed the OH Booster Plant Natural Gas Engine #4 check valve in preparation to repair a gas engine manifold leak.
- Staff installed and configured a factory rebuilt Hach APA 5500 ammonia monochloramine analyzer.

- **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).

- **Pumping Trough Pipeline (PTP)**

- During the month of February, the PTP system demand was met with both PTP wells and surface water.
- Staff upgraded PTP Turnout meters 106, and 159 with Endress Hauser Electromagnetic flow meters.
- Staff removed and blind-flanged PTP Turnout 122 turnout assembly.



**Agenda Item: 4.3 Monthly Operations and Maintenance Department Report**  
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- **Instrumentation**

- Instrumentation staff installed a new Scada interface Panel-View at PTP Well #2.
- Instrumentation staff coordinated with contractor Oil Field Electric inspecting El Rio Facilities high voltage power grid, assessing preventative maintenance needs, and making repairs.
- Staff coordinated with an Allen Bradley technician for emergency repairs to PTP Reservoir variable frequency drive with in-house spare parts.

- **Lake Piru Water System**

- All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for the month of February.
- The Piru Water Treatment Filtration plant was placed into service, lake turbidity levels decreased to an acceptable range for potable water production.
- Monthly pH, turbidity and coliform samples were obtained for Lake Piru, as part of the Long Term 2 Enhanced Surface Water Treatment Rule compliance monitoring.

3. Operations and Maintenance Projects Update

- The Iron and Manganese grant funded project is progressing well at El Rio Booster Plant, projected completion date June 30, 2023.

4. Other Operations and Maintenance Activities

- The Santa Felicia Dam Emergency Action Plan sirens located in Piru were exercised on February 3, 2023.
- 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.

**Agenda Item: 4.3 Monthly Operations and Maintenance Department Report**  
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5. Safety and Training

- During the month of February, approximately 3100 hours of O & M department work were performed with no reportable accidents.
- The online Target Safety assignment for February was “Water Industry Confined Space Entry.” A Safety Meeting was conducted on at the District’s Headquarters, covering Confined Space Entry. The confined space safety review session was covered by Chief Water Treatment Operator Randy Castaneda. Two Safety Videos were shown, entitled *Two workers killed in deadly sewage accident* by ABC 15 Arizona, and *Confined Space Fatality Recorded on a Camera* by HSE Lessons. The training provided a refresher on the potential hazards that can be encountered along with the use of gas monitoring devices to detect atmospheric hazards. Staff previously completed an 8-hour confined space safety training last February, and will complete this more robust 8-hour confined space safety training again next year on a two-year interval cycle.
- A tailgate safety on *Defensive Driving* was also briefed to staff at the safety meeting ahead of the late February storms. Tailgate safety meetings were conducted at all individual O&M field locations and the topics included refresher training on equipment used at the various O&M locations.

**Attachment:** Operations Log for February

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