



Board of Directors  
Sheldon G. Berger President  
Lynn E. Maulhardt, Vice President  
Catherine P. Keeling, Secretary/Treasurer  
Mohammed A. Hasan  
Steve Huber  
Gordon Kimball

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

## AGENDA REGULAR BOARD MEETING

Wednesday, April 10, 2024, 12:00 p.m.  
Board Room, UWCD Headquarters  
1701 N. Lombard Street, Oxnard CA 93030

### BOARD MATTERS

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

### ROLL CALL

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

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

##### 1.1 **Public Comments** **Information Item**

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

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

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

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

##### 2.1 **Pledge of Allegiance**

##### 2.2 **Public Comment** **Information Item**

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

##### 2.3 **Approval of Agenda** **Motion**

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

Presented by District Legal Counsel David D. Boyer.

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

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

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

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

**2.7 2024 Richard V. Laubacher Water Conservation Award  
Motion**

Consider possible recipients for the Laubacher Award and conduct a vote to determine the 2024 recipient. Staff will present nominees for the award at the Board Meeting.

**2.8 Administer Peace Officers Oath of Office for Park Ranger(s)  
Motion**

Administer and accept the Oath of Office for the new Park Ranger Todd Spencer.

**2.9 Determination of General Manager's Performance-Based Merit Pay  
Motion**

Determine the General Manager's performance merit pay of up to seven-and one-half percent (7.5%) of his Fiscal Year 2023-2024 salary and the option of working remotely two days per week.

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

**3.1 Approval of the March 13, 2024, Regular Meeting Minutes  
Motion**

Approve the minutes.

**3.2 Groundwater Basin Status Reports  
Information Item**

Receive and file Monthly Hydrologic Conditions Report for the District.

**3.3 Monthly Investment Report for Month Ending February 29, 2024**  
**Information Item**

Receive and review the most current investment report.

**3.4 Standing Committee Assignments and Appointments of Board Representation to Outside Agencies**  
**Information Item**

The Board President will designate the 2024 Standing Committee assignments to the Board.

**4. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)**

**4.1 Operations and Maintenance Department Monthly Report**  
**Craig Morgan**  
**Information Item**

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

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

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

**4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs)**

**John Lindquist**

**Information Item**

Summary report and presentations on the monthly activities of the Water Resources Department including but not limited to updates to the District's Groundwater Flow Model; reservoir releases; importation of State Water Project (SWP) water; optimization of diversion and recharge operations; hydrologic and well conditions; available Forebay storage; support of design of the Extraction Barrier and Brackish (EBB) Water Treatment Project; other potential water supply and sustainability water projects; outreach and educational activities; and various user groups (including but not limited to Oxnard Plain and Pumping Trough Pipeline groups) including monthly activities of the three local Groundwater Sustainability Agencies (Mound Basin GSA, Fillmore and Piru Basins GSA, and the Fox Canyon Groundwater Management Agency), for which the District serves as a member director, and the Santa Paula basin (adjudicated) Technical Advisory Committee (including formation of groundwater sustainability agencies in the District's basins, stakeholder and basin user groups, joint powers or governance agreements, development of water markets, and potential basin boundary changes).

**4.4 Administrative Services Department Monthly Report**

**Josh Perez and Brian Zahn**

**Information Item**

Summary report and presentation on the monthly activities of the Administrative Services Department including but not limited to issues associated with budget development, financial performance versus budget plan, financial accounting requirements and procedures, potential debt issuance and related financial services, status of District investments and reserves, updates on its capital improvement programs, human resources and safety, District property and facilities maintenance and administration, District records and reports, groundwater extraction statements administration, risk management and District liability insurance matters, management of District contracts, policy development, governance procedures, and supporting activities of Board and staff.

**4.5 Engineering Department Monthly Report**

**Dr. Maryam Bral**

**Information Item**

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

**4.6 Environmental Services Department Monthly Report**

**Marissa Caringella**

**Information Item**

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

**5. MOTION ITEMS**

**Administrative Services Department – Josh Perez**

**5.1 Authorization of the General Manager to Approve Check Point Infinity Total Protection Agreement for the District**

**Motion**

Authorize the General Manager to execute the Check Point Infinity Total Protection Agreement for the District.

**Engineering Department – Dr. Maryam Bral**

**5.2 Adopt Resolution No. 2024-03 Authorizing the General Manager or Designee to Execute a Funding Agreement with the California Department of Water Resources**

**Motion**

Adopt Resolution No. 2024-03 authorizing the General Manager or Designee to execute a funding agreement with the California Department of Water Resources.

**Parks and Recreation Department – Craig Morgan**

**5.3 PUBLIC HEARING**

**Adopt Resolution No. 2024-04 Establishing Lake Piru Recreation Area Fees, Fee Administration, and Loyalty Rewards Program**

**Motion**

Adopt Resolution No. 2024-04 establishing Lake Piru Recreation Area Fees, Fee Administration, and Loyalty Rewards Program.

**Administrative Services Department – Tracy Oehler**

**5.4 Conduct Board of Directors Division 6 Applicant Interviews and Select an Applicant for Appointment**

**Motion**

a. Conduct interviews for the Board of Directors Division 6 vacancy.

b. Select an applicant to be appointed to fill the Board of Directors Division 6 vacancy with the term of office ending December 2024.

**6. BOARD OF DIRECTORS READING FILE**

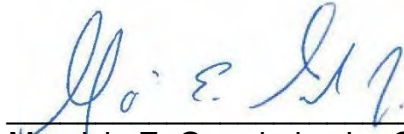
**7. FUTURE AGENDA ITEMS**

**8. ADJOURNMENT**

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

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

Approved: \_\_\_\_\_



Mauricio E. Guardado, Jr., General Manager

This agenda was posted Thursday, April 4, 2024, at 4:00 p.m. at the United Water Conservation District Headquarters, Oxnard, CA and [www.unitedwater.org](http://www.unitedwater.org).



Tracy J. Oehler, Clerk of the Board

**EXHIBIT A**  
**EXECUTIVE (CLOSED) SESSION AGENDA**

**1. LITIGATION**

**1.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2), two (2) cases.

**1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

- A. Wishtoyo Foundation, et al v. United Water Conservation District, U.S. District Court for the Central District of California, Case No.2:16-cv-03869 GHK (PLAx).
- B. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior Court of the State of California, County of Ventura, Case No. 56-2021-00555357-CU-PT-VTA; Complaint for Comprehensive Groundwater Adjudication of the Oxnard Groundwater Subbasin (No. 4-004.02) and Pleasant Valley Subbasin (No. 4-006) Pursuant to Sections 830, *Et Seq.* of the Code of Civil Procedure; Declaratory Relief; Quiet Title; and Petition for Writs of Mandate.
- C. United Water Conservation District v United States, U.S. Court of Federal Claims, Case No. 22-542L; Complaint for Just Compensation under the 5<sup>th</sup> Amendment.
- D. State of California Department of Transportation v. Santa Elena Farms, LLC, County of Ventura, Case No. 2024CUE1019827 (assigned to Department 41); Complaint in Eminent Domain (Parcels 81213-1, 81213-2, and 81213-3).

**1.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: General Manager

Authority: Government Code Section 54957



**Staff Report**

**To:** UWCD Board of Directors

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

**From:** Tracy J. Oehler, Clerk of the Board

**Date:** April 1, 2024 (April 10, 2024 Meeting)

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

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**Staff Recommendation:**

Receive and file information regarding meeting participation provided by each of the Board of Directors through monthly activities reports (per diems).

**Discussion:**

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

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

**Attachment(s):**

A – Directors' Monthly Activities Reports



**Board of Directors**  
**Activities and Expenses for Month March Year 2024**

Due on last day of month

Director: Steve Huber

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.			<b>Date</b>	<b>Mileage</b>	✓
			3/13		
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	✓
	AWA - Z00m		3/20 3/21		
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month March Year 2024**

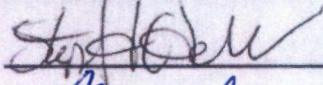
Due on last day of month

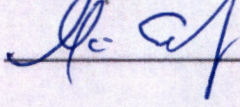
9. Meetings with state or federal legislators or officials or representatives from other entities.  At the request of the BoD, BP or GM.	Official Name/Meeting Description & Location	Date	Mileage

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

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	2	x \$260	\$ 520 -
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles		x \$0.67/mile	\$ -
Total other expenses			\$
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			\$ 570 - <sup>00</sup>

Director Signature  Date: 3/28/2024

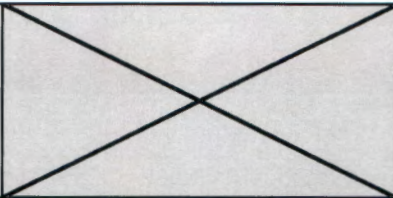
General Manager Signature  Date: 4/2/24

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

**Board of Directors**  
**Activities and Expenses for Month** MARCH **Year** 2024

Due on last day of month

Director: Catherine P. Keeling

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.			<b>Date</b>	<b>Mileage</b>	
			03/13	26	✓
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	Finance & Audit		03/04	26	✓
	Engineering & Operations		03/07	26	✓
	Executive		03/20	26	✓
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month \_\_\_\_\_ Year \_\_\_\_\_**

Due on last day of month

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

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

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	4	x \$260	\$ 1040-
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	104	x \$0.67/mile	\$ 69.68
Total other expenses			\$
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			<b>\$ 1159.68<sup>00</sup></b>

Director Signature

*Admiral King*

Date: 03/29/2024

General Manager Signature

*[Signature]*

Date: 4/2/24

Definitions

BoD: Board of Directors

BP: Board President

GM: General Manager

**Board of Directors**  
**Activities and Expenses for Month** MARCH **Year** 2024

Due on last day of month

Director: MAULHARDT

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.			<b>Date</b>	<b>Mileage</b>	
			3/13/24	2.1	✓
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	EXECUTIVE COMTT		3/4/24	2.1	✓
	ENG/OPS COMTT		3/7/24	2.1	✓
	EXECUTIVE COMTT		3/20/24	2.1	✓
	FCGMA PREP MTG		3/26/24	2.1	✓
	<del>FCGMA</del>				
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
	GM	OPV MEETING	3/11/24	2.1	✓
	Phone	DAVE COPPOLA	3/15/24	—	✓
	GM	OPV MTG	3/18/24	2.1	✓
	GC	MEETING PHONE	3/1/24	—	✓
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	FCGMA MTG		3/27/24	13.6	✓
	FCGMA SPECIAL MTG		3/8/24	13.6	✓
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month** MARCH **Year** 2024

Due on last day of month

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

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

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	<u>10</u>	x \$260	\$ <u>2600</u>
<small>**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day</small>			
Total days of travel		x \$100.00/day	
Total # of miles	<u>41.9</u>	x \$0.67/mile	\$ <u>28.07</u>
Total other expenses			\$
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			\$ <u>2628.07</u> <sup>TO</sup>

Director Signature

[Signature] Date: 3/30/24

General Manager Signature

[Signature] Date: 4/2/24

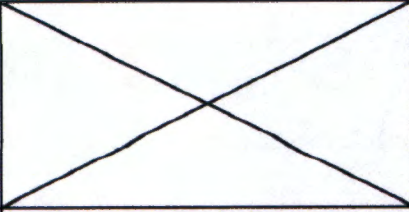
**Definitions**

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

Board of Directors  
 Activities and Expenses for Month 3 Year 2024

Due on last day of month

Director: Mohammed Hasan, P.E.

<b>1. UWCD Board Meetings</b> Regular, special or emergency meetings.			<b>Date</b>	<b>Mileage</b>	
			3-13	12	✓
<b>2. UWCD Committee/Advisory Body Meetings</b> Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	<b>Committee Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	Water Resources		3-5	12	✓
<b>3. Meeting with GM or District Legal Counsel (LC)</b>	<b>W/ GM or LC</b>	<b>Meeting Description &amp; Location</b>	<b>Date</b>	<b>Mileage</b>	
		Meeting Dave Ceppos	3-4	12	✓
<b>4. Conferences/Trainings.</b> Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	<b>Event Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	Freeman passages w/ Murray, Tony		3-8	12	✓
				-	
<b>5. Appointed representative to meetings of other entities' Boards.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
	AWA water resources comm.		3-19	-	✓
	Meeting, Supervisor LaVere		3-20	3	✓
	Ventura Water Commission		3-25	15	✓
	AWA waterwise		3-21	12	✓
	<del>FCGMA</del>		<del>3-27</del>	<del>-</del>	
<b>6. Meetings of other government entities at request of BoD, BP or GM.</b> Such as PVCWD, FCGMA or Oxnard City Council.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
				-	
<b>7. Meetings with board members or executive management of other agencies.</b> Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	<b>Entity Name &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	
<b>8. Public meetings hosted by District regarding District matters</b> Such as Section 10 HCP, Vern Freeman Fish Panel.	<b>Meeting Description &amp; Location</b>		<b>Date</b>	<b>Mileage</b>	

**Board of Directors**  
**Per Diem and Expenses for Month 3 Year 2024**

Due on last day of month

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

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

\* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			\$50.00
Total # of meetings**	<u>8</u>	x \$260	\$ <u>2080</u> -
**not to exceed 10 meetings and \$2,600. per month or 1 meeting per day			
Total days of travel		x \$100.00/day	
Total # of miles	<u>78</u>	x \$0.655/mile	\$ <u>52.26</u>
Total other expenses		<u>.67</u>	\$
<b>TOTAL MILEAGE AND OTHER EXPENSES</b>			\$ <u>2182.26</u> +

Director Signature

Mohammed Hassan Date: 3/31/24

General Manager Signature

[Signature] Date: 4/2/24

**Definitions**

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





## Staff Report

**To:** UWCD Board of Directors

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

**Date:** April 1, 2024 (April 10, 2024 Meeting)

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

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### **Staff Recommendation:**

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

### **Discussion:**

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

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

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



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** April 10, 2024 (April 2, 2024, meeting)

**Agenda Item:** 2.7 2024 Richard V. Laubacher Water Conservation Award  
Motion

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### Staff Recommendation:

Consider possible recipients for the Laubacher Award and conduct a vote to determine the 2024 recipient. Staff will present nominees for the award at the Board Meeting.

### Discussion:

The District established the Richard V. Laubacher Water Conservation Award in 1997 to honor the memory of deceased Director Richard Laubacher. The award is to be presented to an individual or organization that has demonstrated leadership and innovation in water conservation in agriculture, business, or educational fields in Ventura County. It should be awarded in recognition of a body of work over a long period of time, taking particular note of the recipient's longevity in Ventura County water resources leadership. Additionally, consideration shall be given to a nominee's contributions specifically to the mission of United Water Conservation District. Finally, the award shall not be presented to a current staff member or Director of the District.

Previous recipients of the award are as follows:

1997 – Supervisor John Flynn	2010 – John Mathews
1998 – Calleguas Municipal Water District	2011 – Bill Hair
1999 – Lee Miller	2012 – Rob Roy
2000 – Port Hueneme Water Agency	2013 – Sam McIntyre
2001 – Thomas P. Vujovich	2014 – Watersheds Coalition of Ventura Cty
2002 – Kelle Pistone, AWA VC	2015 – Phil Drescher
2003 – Camrose Water District	2016 – City of Oxnard
2004 – Lynn Maulhardt, GMA	2017 – Calleguas Municipal Water District
2005 – Irv Wilde	2018 – Joe Gibson
2006 – Steve Bachman	2019 – CoLAB Ventura County
2007 – Ted Grandsen	2020 and 2021 – no award presented
2008 – Dana Weishart	2022 – Eugene West, Fox Canyon GMA
2009 – Kathy Long	2023 – Congresswoman Julia Brownley

**2.7 2024 Richard V. Laubacher Water Conservation Award**  
**Motion Item**

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If the Board decides to present an award at the 2024 Association of Water Agencies of Ventura County Symposium on April 18, 2024, a decision must be made at the April 10, 2024 UWCD Board meeting in order to prepare the award and to ensure attendance of the recipient.

As stated in the Board Policies and Procedures, a list of three nominees will be presented to the Directors at the Board meeting. A vote on the 2024 Laubacher Award recipient will be conducted by having a Director make a motion by referencing the letter before the nominee's name (e.g. A) John Jones, B) Jane Smith) on the list provided to the Directors. This is to prevent the award recipient from learning about the award until the day of the AWA Symposium. However, any member of the public upon request may receive a copy of the list of nominees.

**Fiscal Impact:**

There are sufficient funds in the budget to cover the cost of the plaque that will be presented to the award winner.



## STAFF REPORT

**To:** UWCD Board of Directors

**Through:** Mauricio E. Guardado, Jr., General Manager  
Craig Morgan, Chief Operations Officer

**From:** Josh Perez, Chief Human Resources Officer

**Date:** April 4, 2024 (April 10, 2024, meeting)

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

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### **Staff Recommendation:**

Administer and accept the Oath of Office for the new Park Ranger, Todd Spencer.

### **Discussion:**

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

- Successful completion of a psychological evaluation by a POST approved doctor
- Successful completion of state and federal background investigations
- Successful completion federal and state LIVESCAN fingerprinting
- Successful completion of a POST work sample battery test (physical agility)
- Successful complete of a 40-hour PC-832 (arrest and control training)
- Successful completion of a POST administered OC spray training (optional)

Staff has successfully completed and passed the above referenced requirements and have been deemed competent to perform the duties of a limited peace officer. In order to complete the process and grant such authority, staff recommends the Board swear in the Park Ranger(s) with the California Peace Officers Oath, which is attached hereto as Attachment A.

### **Fiscal Impact:**

This motion has no fiscal impact.

### **Attachment(s):**

A – California Peace Officers Oath

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

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

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

**ACCEPTED AND SUBSCRIBED TO ON THIS 10<sup>th</sup> DAY OF APRIL, 2024.**

ATTEST: \_\_\_\_\_  
Sheldon Berger, President

ATTEST: \_\_\_\_\_  
Catherine Keeling, Secretary/Treasurer



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** April 2, 2024 (April 10, 2024, meeting)

**Agenda Item:** 2.9 Determining the General Manager's Performance-Based Merit Pay Motion

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### **Staff Recommendation:**

Determine the General Manager's performance merit pay of up to seven- and one-half percent (7.5%) of his Fiscal Year 2023-2024 salary and the option of working remotely two days per week.

### **Discussion:**

The Executive Committee met on March 4, 2024 and again on April 2, 2024 to discuss the General Manager's performance evaluation. The Board will discuss the evaluation in closed session at its April 10, 2024 regular meeting. In consideration of the General Manager's performance over the past twelve months, and as allowed in his employment contract with the District, the Board may consider whether a merit pay, of up to seven- and one-half percent (7.5%) of his current salary, is warranted. This determination must be made by action of the Board in open session.

### **Fiscal Impact:**

The Board may approve a performance merit pay of up to seven- and one-half percent (7.5%) of his annual salary through June 30. If approved, this merit pay amount would be issued in a one-time payment prior to the conclusion of Fiscal Year 2023-24 and the funds for this increase are available in the current annual budget.

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**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN UNITED WATER CONSERVATION DISTRICT AND  
MAURICIO E. GUARDADO, JR.**

THIS First Amendment to Agreement (“Amendment”) is made and entered into as of April 10, 2024, by and between the United Water Conservation District, a California water conservation district and public agency (“District”) and Mauricio E. Guardado Jr. (“Manager”).

**WITNESSETH**

WHEREAS, on April 13, 2022, District and Manager entered into an Employment Agreement for Manager to perform the responsibilities of the Chief Executive Officer in accordance with the Job Description as specified in Exhibit A of the Agreement and

WHEREAS, District and Manager have discussed and agreed to amend certain terms and conditions of the Amendment as specified in this Amendment.

NOW, THEREFORE, based on the covenants and considerations set forth, District and Manager mutually agree as follows:

1. **WORKING TIME.**

During Manager’s employment with the District, Manager shall devote full working time and best efforts to the performance of duties as necessary to fulfill the requirements of the position, as set forth in Exhibit A and to effectively implement the policies and directives of the Board. It is generally intended that Manager shall perform services on behalf of District during typical business hours (at the General Manager’s discretion; Monday through Friday, 8:00 a.m. to 5:00 p.m. or a 9/80 modified work schedule with every other Friday off, and which includes the option of working remotely two days per week); and some evenings and other items as necessary in the performance of duties. Some of the services to be performed may be away from District facilities and necessitate travel, e.g., representing the District with regulatory agencies and ACWA conferences. During employment with the District, Manager shall not engage in any other business or commercial activity, be employed by another person or entity, or undertake other activities that in the Board’s opinion interferes or conflicts with Manager’s obligations to the District.

2. Each and all other provisions of the AGREEMENT remain in full force and effect.

UNITED WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Sheldon Berger, President

MAURICIO E. GUARDADO, JR.

\_\_\_\_\_  
Mauricio E. Guardado, Jr.



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** March 28, 2024 (April 10, 2024, meeting)

**Agenda Item:** 3.1 Approval of the March 13, 2024 Regular Meeting Minutes  
Motion

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**Staff Recommendation:**  
Approve the minutes.





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

General Manager  
Mauricio E. Guardado, Jr.

Legal Counsel  
David D. Boyer

**MINUTES**  
**REGULAR BOARD MEETING**  
**Wednesday, March 13, 2024, 12:00 p.m.**  
**Board Room, UWCD Headquarters**  
**1701 N. Lombard Street, Oxnard CA 93030**

**ROLL CALL**

**Present:** Directors Hasan, Maulhardt, Kimball, Keeling, and President Berger

**Absent:** None

**1. FIRST OPEN SESSION: 12:00 p.m.**

**1.1 Public Comments:** None

**1.2 EXECUTIVE (CLOSED) SESSION: 12:01 p.m.**

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

**2. SECOND OPEN SESSION AND CALL TO ORDER: 1:04 p.m.**

**2.1 Pledge of Allegiance:** Director Hasan

**2.2 Public Comment:** Margie Bartels

**2.3 Approval of Agenda**

**Action:** M/S/C (Keeling/Maulhardt) to approve the agenda.

**Voice Vote:** All Ayes

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

District Legal Counsel David D. Boyer stated there was no reportable action.

**2.5 Board Members' Activities Report**

Received and filed.

**2.6 General Manager's Report**

Received and filed.

**3. CONSENT CALENDAR**

**3.1 Approval of the February 14, 2024, Regular Meeting Minutes**

Action: M/S/C (Maulhardt/Hasan) to approve the minutes.

Vote: Ayes: Hasan, Keeling, Kimball, Maulhardt, and Berger; Noes:  
None; Absent: None

**3.2 Groundwater Basin Status Reports**

Receive and filed.

**3.3 Monthly Investment Reports for Month Ending January 31, 2024**

Receive and filed.

**3.4 Fiscal Year Second Quarter 2023-2024 Financial Reports (October 1, 2023 – December 31, 2023)**

Receive and filed.

**4. PRESENTATIONS AND MONTHLY STAFF REPORTS (By Department)**

**4.1 Operations and Maintenance Department Monthly Report**

Chief Operations Officer Craig Morgan gave the presentation.

**4.2 Park and Recreation Department Monthly Report**

No presentation given.

**4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs)**

Senior Hydrologist Bram Sercu gave the presentation.

**4.4 Administrative Services Department Monthly Report**

Chief Financial Officer Brian Zahn and Chief Human Resources Officer Josh Perez gave the presentation.

**4.5 Engineering Department Monthly Report**

No presentation was given.

Public speaker: Bert Perello

**4.6 Environmental Services Department Monthly Report**

No presentation was given.

**5. MOTION ITEMS**

**Finance Department – Brian Zahn**

**5.1 PUBLIC HEARING**

**Proposed Order to Cease Extraction of Groundwater at Well No. 03N20W02H05S (Water Code § 75637, subdivision (b))**

The Public Hearing was opened.

Assistant General Manager Tony Emmert gave the staff report.

No public speakers.

The Public Hearing was closed.

**Action:** M/S/C (Hasan/Keeling) to approve Resolution No. 2024-02 ordering an operator of Well No. 03N20W02H05S to cease extraction of groundwater due to delinquent groundwater extraction charges.

**Vote:** Ayes: Hasan, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**Finance Department – Brian Zahn**

**5.2 Approve a Payment Plan for Southside Improvement Company January 2024 Groundwater Billing**

**Action:** M/S/C (Maulhardt/Kimball) to approve a payment plan for Southside Improvement Company’s January 2024 Groundwater billing.

**Vote:** Ayes: Hasan, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**Engineering Department – Dr. Maryam Bral**

**5.3 Authorize Approval of a Professional Consulting Services Agreement with Stantec Consulting Services, Inc. to Develop the 30% Design of the Lake Piru Recreation Area Facilities Improvement Project – Lake Piru Recreation Area Facilities Improvement Project (CIP 8055)**

**Action:** M/S/C (Maulhardt/Keeling) to authorize the General Manager to execute an agreement with Stantec Consulting Services, Inc., in the amount of \$407,000 to develop the 30% design package of the Lake Piru Recreation Area Facilities Improvement Project (CIP 8055).

**Vote:** Ayes: Hasan, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**Engineering Department – Dr. Maryam Bral**

**5.4 Authorize Approval of a Construction Contract with ABC – Liovin Drilling, Inc. for EBB Phase 1 Monitoring Wells (CIP 8019)**

**Action:** M/S/C (Maulhardt/Hasan) to authorize the General Manager to award a construction contract to the lowest responsive bidder, ABC Liovin Drilling Inc, in the amount of \$2,746,539 [\$2,692,685 plus 2% contingency] for the construction of the Extraction Barrier Brackish Water Treatment Phase 1 Monitoring Wells. A California Department of Water Resources Sustainable Groundwater Management Round 1 grant will offset approximately 40% of project costs.

**Vote:** Ayes: Hasan, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**Administration Services Department – Tracy Oehler**

**5.5 Director Vacancy - Division 6**

**Action:** M/S/C (Kimball/Hasan) to open the recruitment process to have an individual fill the vacancy.

**Vote:** Ayes: Hasan, Keeling, Kimball, Maulhardt, and Berger; Noes: None; Absent: None

**Administration Services Department – Tracy Oehler**

**5.6 Conduct Board of Directors Division 5 Applicant Interviews and Select an Applicant for Appointment**

Separate interviews were conducted with the two applicants: Steve Huber and Don Villafana. Discussion by the Board followed.

**Action:** M/S/C (Keeling/Kimball) to select Steve Huber to be appointed to fill the Board of Directors Division 5 vacancy with the term of office ending December 2024.

**Vote:** Ayes: Keeling, Kimball, Maulhardt, and Berger; Noes: Hasan; Absent: None

**6. BOARD OF DIRECTORS READING FILE**

**7. FUTURE AGENDA ITEMS**

**8. ADJOURNMENT**

The meeting was adjourned at 3:22 p.m.

I certify that the above is a true and correct copy of the minutes of the UWCD Board of Directors meeting of March 13, 2024.

ATTEST: \_\_\_\_\_  
Catherine P. Keeling, Board Secretary

ATTEST: \_\_\_\_\_  
Tracy J. Oehler, Clerk of the Board

**EXHIBIT A**  
**EXECUTIVE (CLOSED) SESSION AGENDA**

**1. LITIGATION**

**1.1 Conference with Legal Counsel – Anticipated Litigation**

Pursuant to Government Code Section 54956.9(d)(2), two (2) cases.

**1.2 Conference with Legal Counsel – Existing Litigation**

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

- A. Wishtoyo Foundation, et al v. United Water Conservation District, U.S. District Court for the Central District of California, Case No.2:16-cv-03869 GHK (PLAx).
- B. OPV Coalition v Fox Canyon Groundwater Management Agency, Superior Court of the State of California, County of Ventura, Case No. 56-2021-00555357-CU-PT-VTA; Complaint for Comprehensive Groundwater Adjudication of the Oxnard Groundwater Subbasin (No. 4-004.02) and Pleasant Valley Subbasin (No. 4-006) Pursuant to Sections 830, *Et Seq.* of the Code of Civil Procedure; Declaratory Relief; Quiet Title; and Petition for Writs of Mandate.
- C. United Water Conservation District v United States, U.S. Court of Federal Claims, Case No. 22-542L; Complaint for Just Compensation under the 5<sup>th</sup> Amendment.
- D. State of California Department of Transportation v. Santa Elena Farms, LLC, County of Ventura, Case No. 2024CUE1019827 (assigned to Department 41); Complaint in Eminent Domain (Parcels 81213-1, 81213-2, and 81213-3).



**United Water**  
CONSERVATION DISTRICT

**BOARD OF DIRECTORS MEETING**  
March 13, 2024

1

**OPERATIONS AND MAINTENANCE DEPARTMENT UPDATE**



March 13, 2024

2

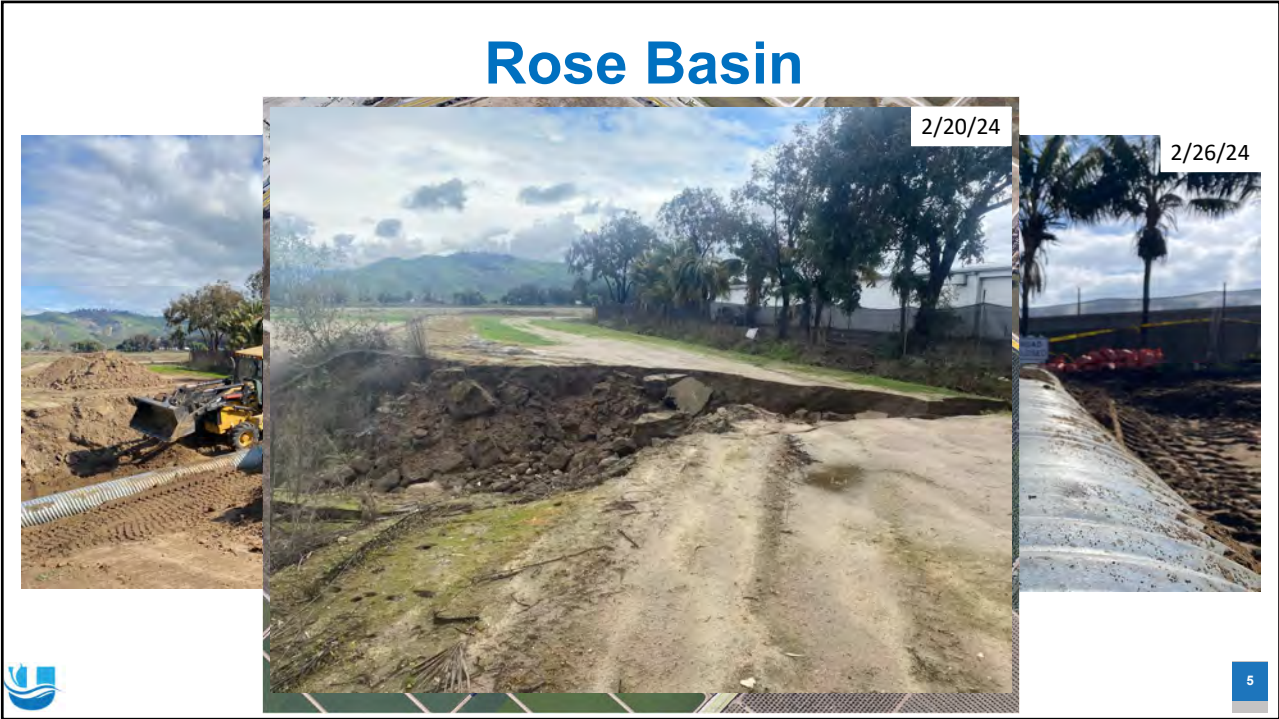


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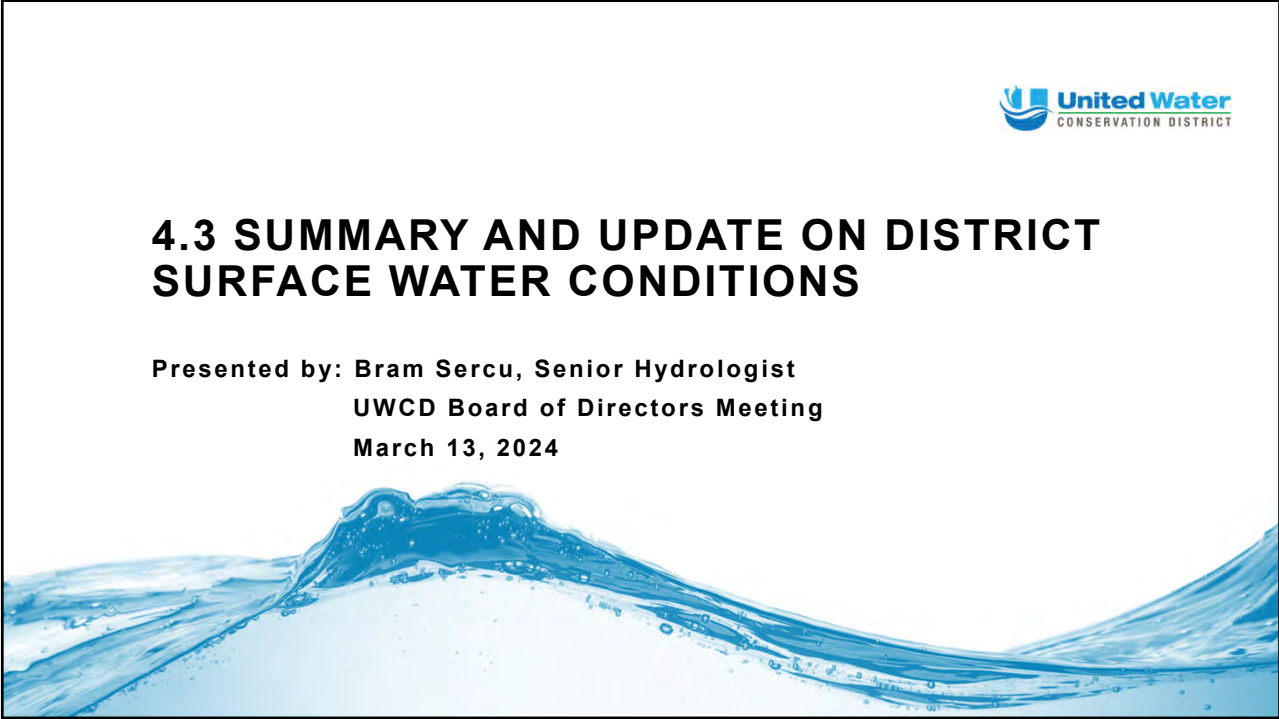


**Questions?**



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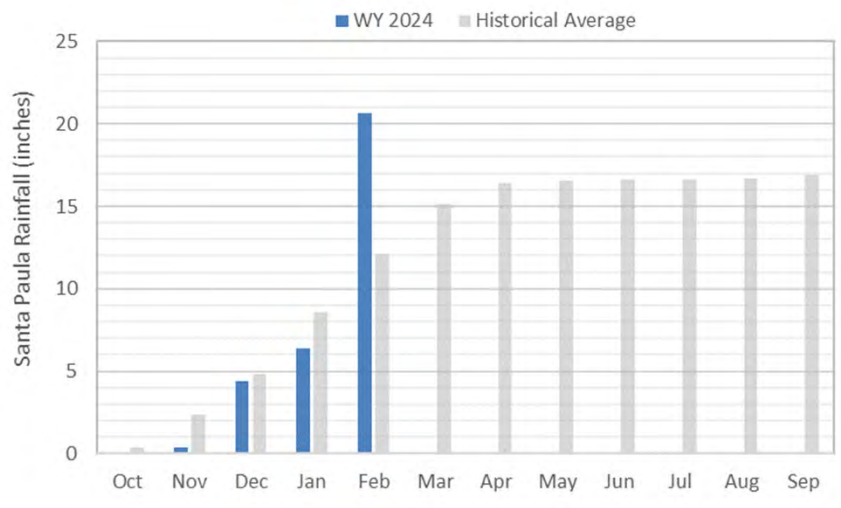


**4.3 SUMMARY AND UPDATE ON DISTRICT SURFACE WATER CONDITIONS**

**Presented by: Bram Sercu, Senior Hydrologist  
UWCD Board of Directors Meeting  
March 13, 2024**

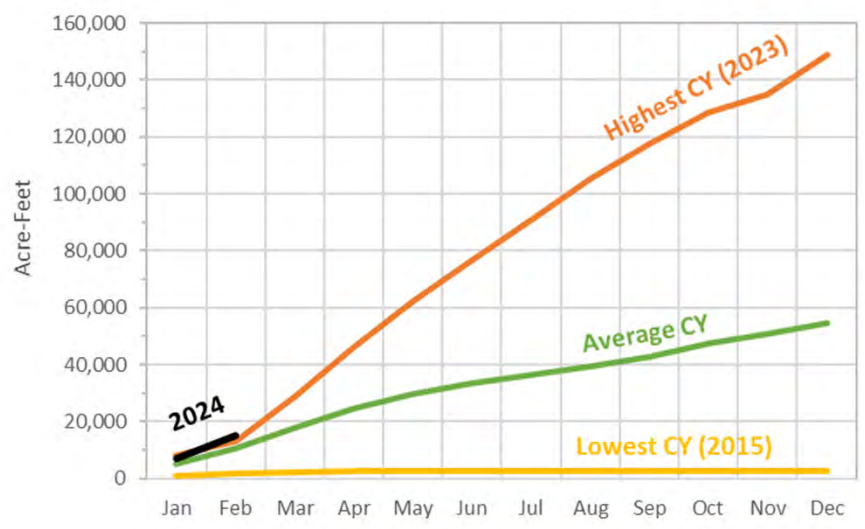
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# Seasonal Rainfall

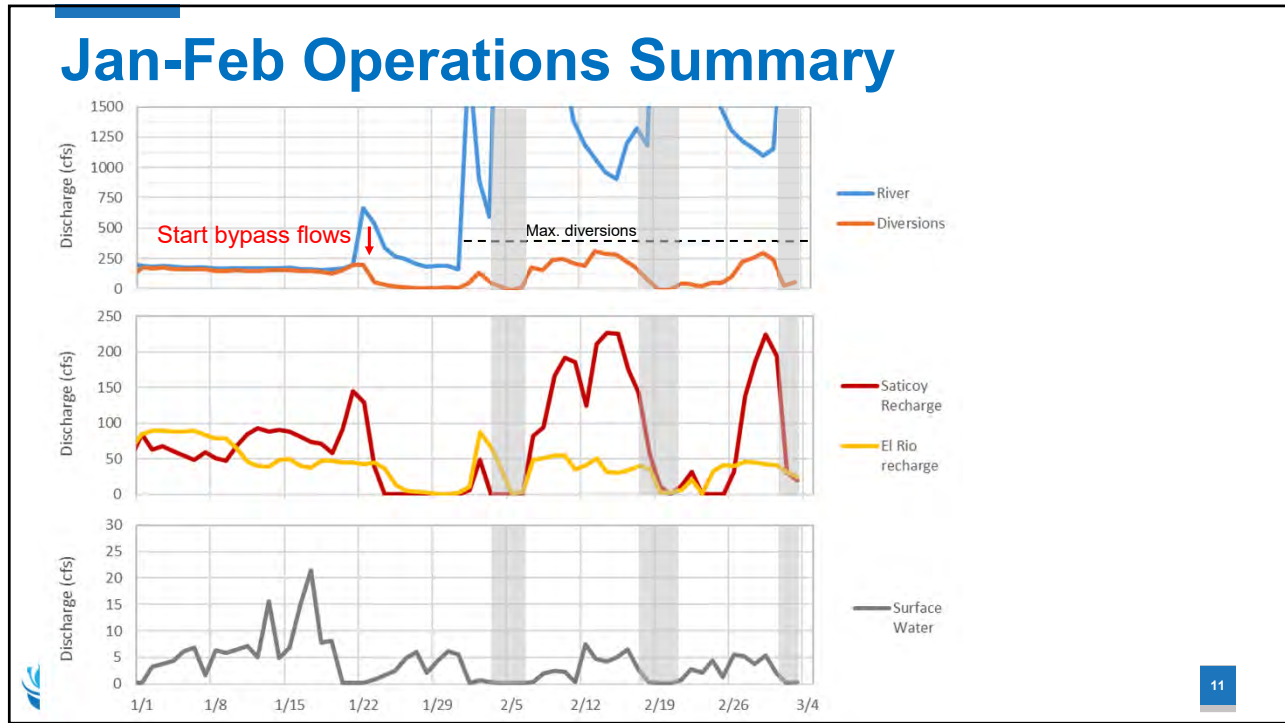


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# 2024 CY Diversions



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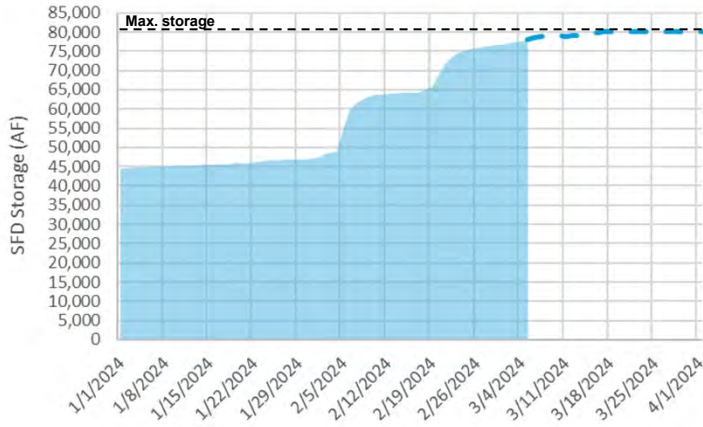


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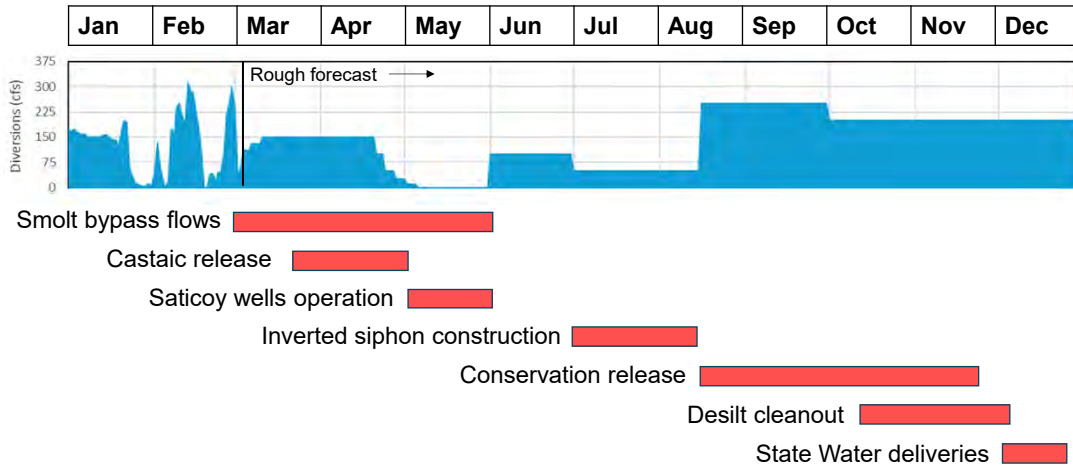
## Lake Piru almost full



13

13

## WY 2024 Planning\*



\*Tentative approximate schedule for planning purposes

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Finance  
Department  
Q2 2023-24  
Financial Review

MARCH 13, 2024

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## Highlights

FEMA REIMBURSEMENT AND GRANTS REVENUE DRIVE UNFAVOURABILITY TO BUDGET



### REVENUE

Total operating revenue is \$3.2M or 35% unfavorable to budget.

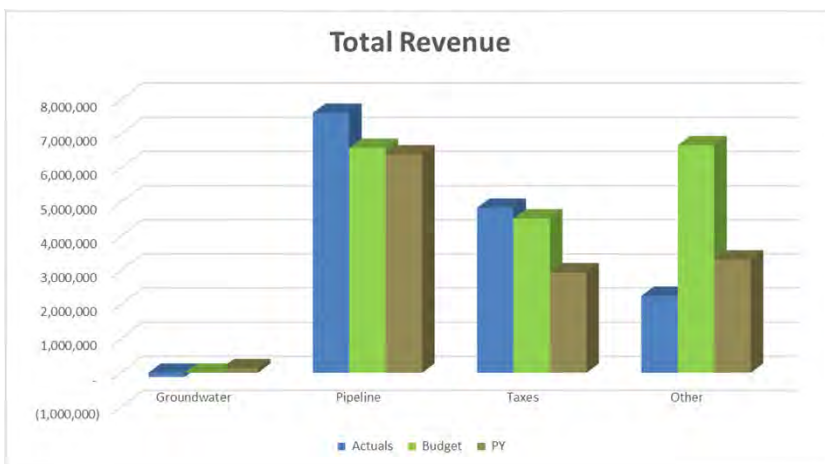
- Pipeline revenue is favorable to budget by \$1.0M or 16%.
- Groundwater revenue is flat to budget (first billing in January 2024).
- Taxes are flat to budget by \$0.3M or 7%.
- Other Operating Revenue is flat to budget by \$55K or 13%.
- Non-Operating Revenue is unfavorable to budget by \$4.4M or 70% primarily due \$2.0M in FEMA reimbursement and \$0.6M in State Grants that did not materialize yet along with \$3.0M due to funding not requested yet from the WIFIA loan which is off-set by positive variances in Interest income.

in \$000's	Q2 FY23-24 Actual	Q2 FY23-24 Budget	Q2 FY22-23 Actual
Taxes	4,830	4,517	2,940
Water Delivery/Fixed Cost	7,610	6,585	6,393
Groundwater	(120)	-	132
Other Operating Revenue	382	437	354
Non-Operating Revenue	1,870	6,226	2,959
<b>Total Revenue</b>	<b>\$ 14,572</b>	<b>\$ 17,766</b>	<b>\$ 12,778</b>

2

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## Total Revenue




- Groundwater revenue starts in January 2024.
- Pipeline favorable \$1.0M or 16%
- Taxes favorable \$313K or 7%
- Other Revenue unfavorable \$3.0M or 70%

3

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## Highlights

PROFESSIONAL FEES AND CAPITAL SPEND DRIVE FAVORABILITY TO BUDGET



**EXPENDITURE**  
Total expenditures are \$14.3M or 39% favorable to budget.

- Professional and legal fees are favorable to budget \$0.6M or 7% due to underspending across all departments.
- Operations expenses are below budget \$11.0M or 50% due completely to favorable Capital spend \$11.1M (design, construction and CEQA permits).


in \$000's	Q2 FY23-24 Actual	Q2 FY23-24 Budget	Q2 FY22-23 Actual
Personnel Expense	7,150	7,723	5,937
Professional Fees	4,558	4,887	1,366
Operating Expense*	10,874	21,849	2,989
Allocated Overhead	2,604	3,554	2,318
Debt Service	296	1,515	83
Other	1,466	1,690	1,020
<b>Total Expenditure</b>	<b>\$ 26,947</b>	<b>\$ 41,217</b>	<b>\$ 13,713</b>

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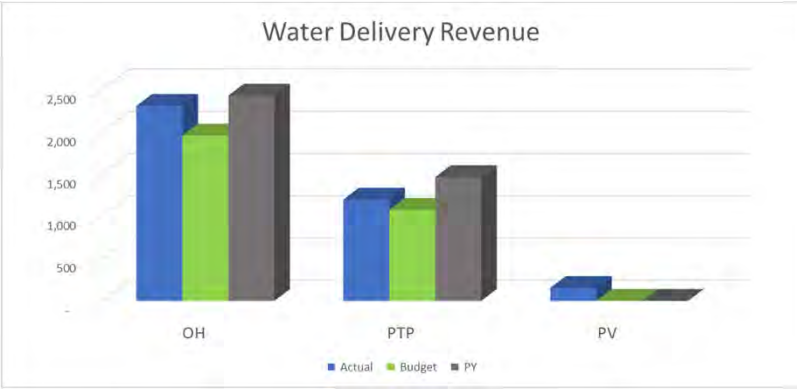
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## Pipeline Revenue

EXCLUDING IN-LIEU OF PUMPING CHARGES



### Water Delivery Revenue



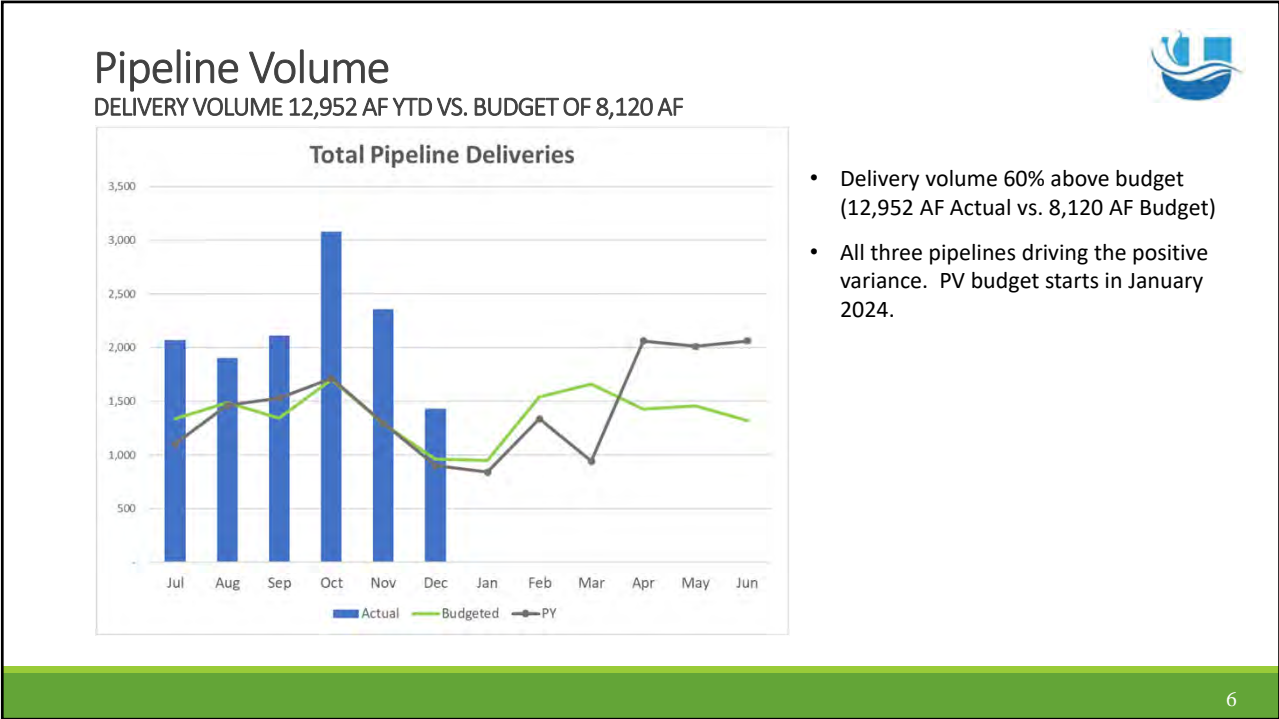
- Pipeline revenue up 21% against the budget
- OH 18% favorable
- PTP 11% favorable
- PV exceeding budget

Pipeline	Actual	Budget	PY	vs Budget	vs PY	% var Budget	% var PY
OH	2,310	1,957	2,432	352	(122)	18%	-5%
PTP	1,199	1,078	1,466	121	(267)	11%	-18%
PV	153	-	-	153	153	#DIV/0!	0%
	<b>\$ 3,662</b>	<b>\$ 3,036</b>	<b>\$ 3,898</b>	<b>\$ 626</b>	<b>\$ (236)</b>	<b>21%</b>	<b>-6%</b>

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### Personnel Expenses

\$000's	Q2 2023-24 Actual	Q2 2023-24 Budget	PY Actual	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Regular Salary	4,309	4,537	3,451	228	5%	858	25%
Over-time Salary	116	129	81	12	10%	35	44%
Part-time	229	291	153	63	21%	76	50%
<b>Salaries</b>	<b>\$ 4,654</b>	<b>\$ 4,957</b>	<b>\$ 3,685</b>	<b>303</b>	<b>6%</b>	<b>\$ 969</b>	<b>26%</b>
Retirement- Classic	1,279	960	349	(319)	-33%	930	266%
Retirement - PEPRA	174	172	1,096	(2)	-1%	-922	-84%
Soc Sec/457b Expense	242	272	191	30	11%	51	27%
Medicare Expense	66	70	53	4	6%	13	25%
SUI Expense	3	10	1	7	67%	2	236%
Medical Ins Exp	488	602	381	114	19%	107	28%
LTD	13	12	10	(1)	-11%	3	30%
Life Insurance	11	15	10	4	27%	1	11%
Worker's Comp Expens	124	156	93	32	20%	31	34%
OPEB	30	-	31	(30)	0%	-1	-2%
Deferred Comp	33	12	38	(21)	-175%	-5	0%
Other	31	484	-	453	0%	31	0%
<b>Employee Benefits</b>	<b>\$ 2,495</b>	<b>\$ 2,766</b>	<b>\$ 2,253</b>	<b>271</b>	<b>10%</b>	<b>\$ 242</b>	<b>11%</b>
<b>Personnel Expenses</b>	<b>\$ 7,150</b>	<b>\$ 7,723</b>	<b>\$ 5,938</b>	<b>574</b>	<b>7%</b>	<b>\$ 1,212</b>	<b>20%</b>

- Salaries are favorable to budget \$0.3M or 6%.
- Employee Benefits are favorable to budget \$0.2M or 10% primarily due to:
  - Medical Insurance Expense

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## Operating Expenses

PROFESSIONAL AND LEGAL FEES DRIVE BUDGET FAVORABILITY



000's	Q2 2023-24 Actual	Q2 2023-24 Budget	PY Actual	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Profess Fees - Engineering	47	154	134	(107)	-70%	(87)	-65%
Prof. Fees - Environmental	528	1,270	244	(742)	-58%	284	116%
Prof. Fees - IT consulting	29	74	10	(46)	-62%	19	185%
Prof. Fees - GW Consulting	11	35	8	(24)	-69%	3	36%
Prof. Fees - Other	494	1,196	252	(702)	-59%	242	96%
<b>Professional Fees</b>	<b>\$ 1,108</b>	<b>\$ 2,729</b>	<b>\$ 648</b>	<b>\$ (1,622)</b>	<b>-59%</b>	<b>\$ 460</b>	<b>71%</b>
<b>Legal Fees</b>	<b>\$ 3,450</b>	<b>\$ 2,157</b>	<b>\$ 719</b>	<b>\$ 1,293</b>	<b>60%</b>	<b>\$ 2,731</b>	<b>380%</b>
Utilities	904	1,216	797	(312)	-26%	107	13%
Maintenance	900	1,225	583	(324)	-26%	317	54%
Field Supplies	511	511	23	0	0%	488	2122%
Insurance	777	498	696	279	56%	81	12%
Office Expenses	418	759	84	(341)	-45%	334	397%
Miscellaneous	114	184	516	(70)	-38%	(402)	-78%
Travel, Trainings and Meetings	47	148	35	(101)	-68%	12	35%
Gasoline, Diesel, Fuel	91	103	94	(11)	-11%	(3)	-3%
Fox Canyon GMA	142	269	(81)	(127)	-47%	223	-276%
Safety, supplies, clothing	75	68	73	7	11%	2	100%
Telephone	39	41	33	(2)	-5%	6	19%
<b>General Operating Expenses</b>	<b>\$ 4,019</b>	<b>\$ 5,020</b>	<b>\$ 2,853</b>	<b>\$ (1,001)</b>	<b>-20%</b>	<b>\$ 1,166</b>	<b>41%</b>
<b>State Water Import Costs</b>	<b>\$ 3,569</b>	<b>\$ 2,139</b>	<b>\$ 572</b>	<b>\$ 1,430</b>	<b>67%</b>	<b>\$ 2,997</b>	<b>100%</b>
<b>Total Operating Expenses</b>	<b>\$ 12,147</b>	<b>\$ 12,046</b>	<b>\$ 4,792</b>	<b>\$ 101</b>	<b>1%</b>	<b>\$ 7,355</b>	<b>153%</b>

- Professional Fees are favorable to budget by \$1.6M.
- Legal Fees are unfavorable to budget by \$1.2M.
- Operating Expenses are favorable to budget \$1.0M.  
Key variances include:
  - Office Exp \$341K favorable
  - Maintenance \$324K favorable
  - Utilities \$312K favorable
  - Off-set by unfavorable Insurance \$279K
- State Water cost higher due to state water purchases.

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## Top 10 Accounts Payable Vendors



Vendor	Payment Amount
CITY OF VENTURA	\$ 2,054,686
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	\$ 1,103,297
GSE CONSTRUCTION COMPANY INC	\$ 601,057
GEI CONSULTANTS, INC	\$ 592,586
BAKERSFIELD WELL & PUMP C	\$ 584,965
CASITAS MUNICIPAL WATER	\$ 543,807
FOX CANYON GW MGMNT AGENC	\$ 356,734
SO. CALIFORNIA EDISON	\$ 294,151
PACIFIC VISTA LANDSCAPE SERVICES, INC.	\$ 184,892
ASCENT ENVIRONMENTAL INC	\$ 171,464

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## SUPPLEMENTAL WATER PURCHASE FUND STATUS UPDATE

	<u>Revenue (\$000'S)</u>
<b>Beginning Balance - July 1, 2023</b>	<b>\$3,582</b>
<b>Changes in Surcharge</b>	<b>\$517</b>
<b>Other</b>	<b>\$0</b>
<b>Ending Balance - December 31, 2023</b>	<b>\$4,099</b>



# Questions

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System Reliability and Fiscal Responsibility

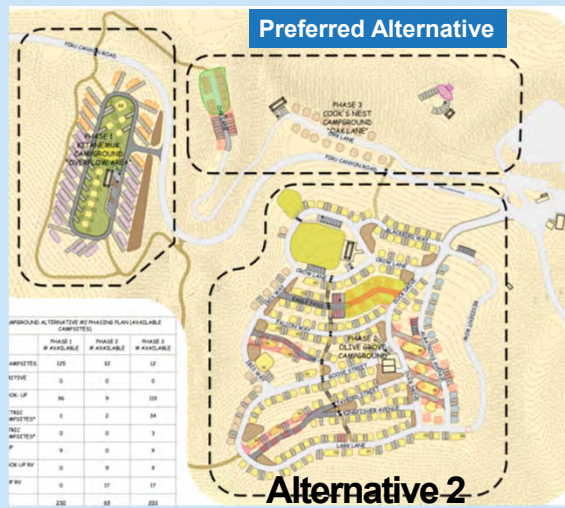
Motion Item 5.3

Authorize Approval of a Professional Consulting Services Agreement with Stantec Consulting Services, Inc. to develop the 30% Design of the Lake Piru Recreation Area Facilities Improvement Project – (CIP 8055)

Draft Lake Piru Recreation Area Facilities Improvement Plan (FIP) was adopted by the Board in June 2023. Alternative 2 was selected to be advanced to 30 and 60% design levels.

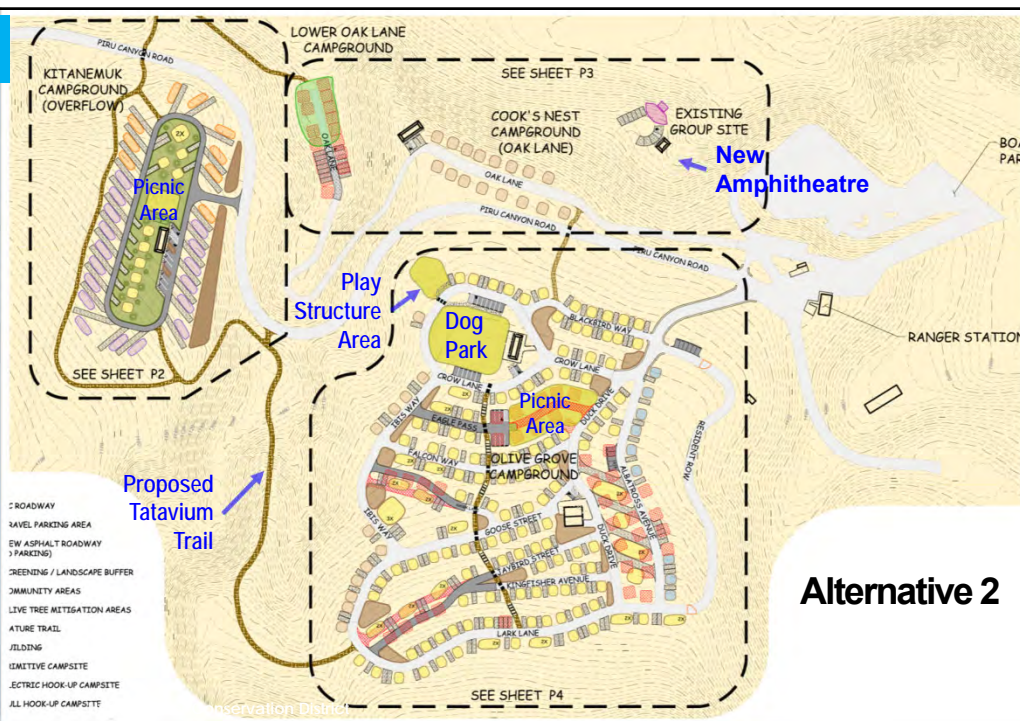
- 30% Design Package includes:
  - 30% Design Plans
  - Topographic Survey
  - Geotechnical Investigation
  - Electrical and Water Systems Analyses

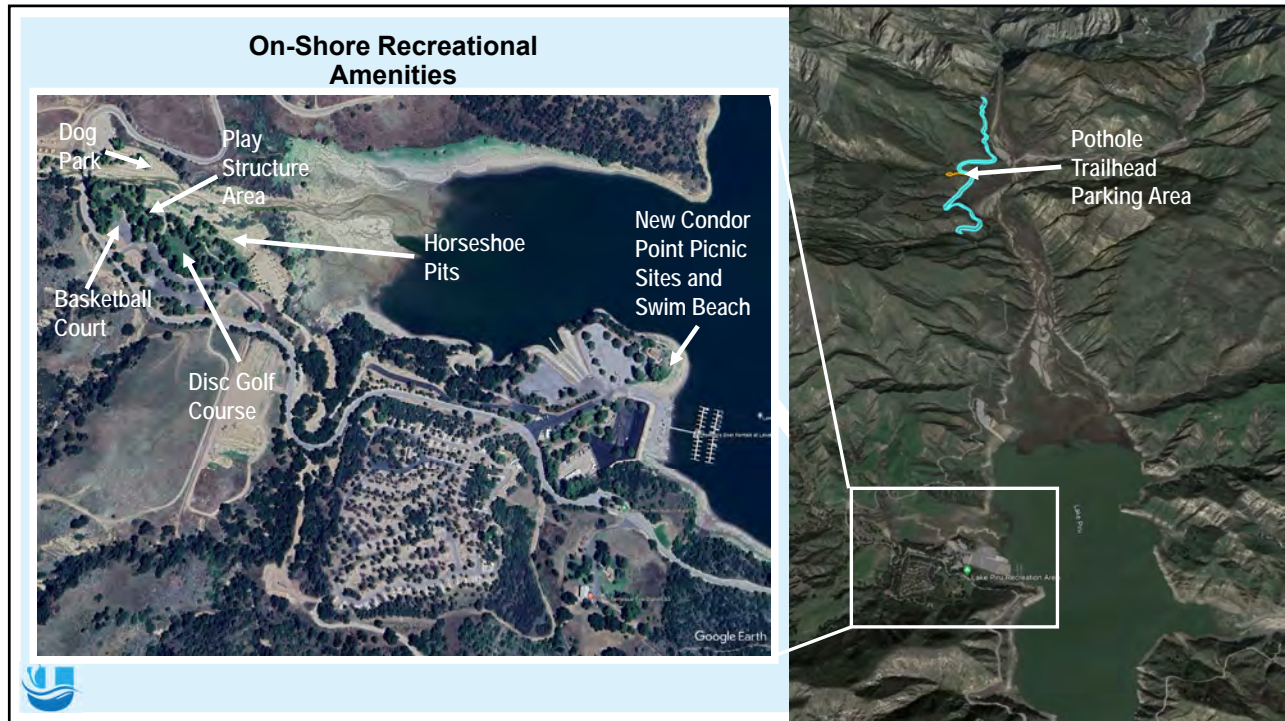
- Contract Fee not to exceed \$407,000
- Completion: March to December 2024
- Sufficient funds available in FY 2024/25 budget to subsequently begin 60% design phase



System Reliability and Fiscal Responsibility

Motion Item 5.3





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Water Supply Reliability & Environmental Compliance

## Motion Item 5.4

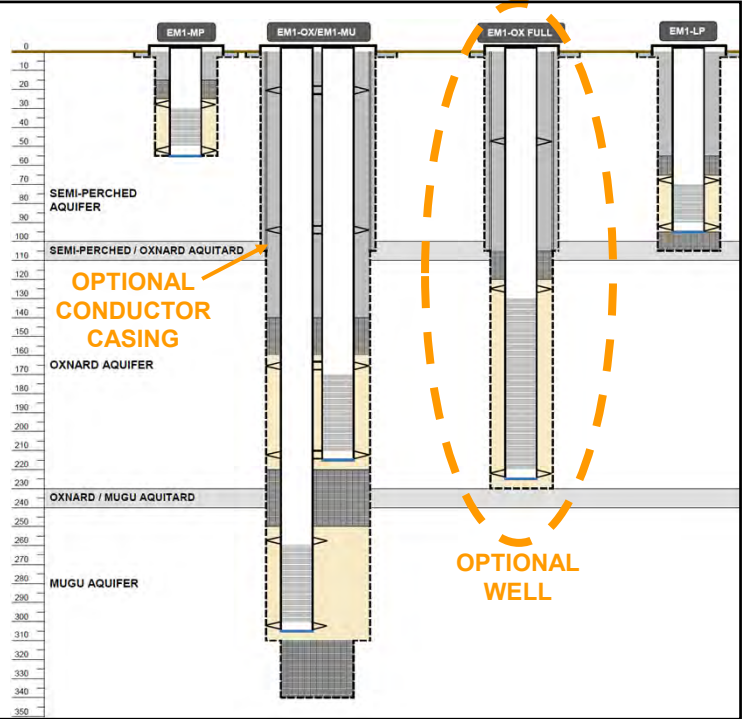
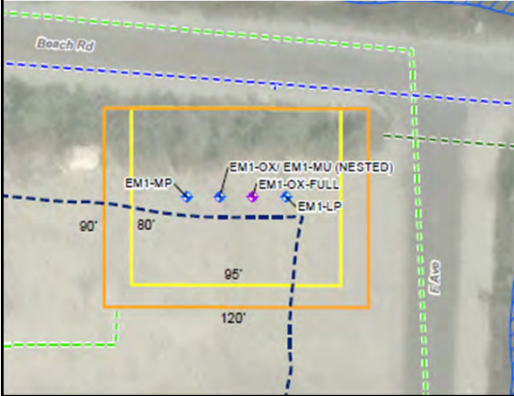
### Construction Contract with ABC – Liovin Drilling, Inc. for EBB Phase 1 Monitoring Wells (CIP 8019)

- Drilling, Construction and Development of 18 Monitoring Wells and 2 Test/Monitoring Wells
- ABC Liovin Drilling Inc. lowest responsive bid.
- Contract Fee not to Exceed \$2,746,539
- Grant Funding:  
DWR SGM Phase 1 grant: \$1,317,900
- Sufficient funds available in FY 2023/24 budget

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Water Supply Reliability & Environmental Compliance

Motion Item 5.4



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**STAFF REPORT**

**To:** UWCD Board of Directors

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

**From:** Kathleen Kuepper, Hydrogeologist  
Bram Sercu, Senior Hydrologist

**Date:** April 1, 2024 (April 10, 2024 Meeting)

**Agenda Item:** 3.2 Groundwater Basin Status Report  
Informational Item

**Staff Recommendation:**

The Board will receive and file the Monthly Hydrologic Conditions Report for the District for the month of March 2024.

**Summary:**

Diversions, Recharge and Ag Pipeline Deliveries for Month of March 2024\*

<b>Activity</b>	<b>Amount (acre-feet)</b>
Total Diversions at Freeman Diversion	8,585
Lloyd-Butler Mutual Water Company surface water use	NA
Recharge to Saticoy basins (metered + unmetered)	3,023
Recharge to Noble and Rose basins	2,964
Recharge to El Rio basins	2,183
Total Ag Pipeline Deliveries of water diverted at Freeman	415
Total Ag Pipeline Deliveries of water pumped from Saticoy Well Field	0
Recharge to Piru spreading grounds	0

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

Groundwater Basin Available Storage at End of Month of March 2024

<b>Basin</b>	<b>Available Storage (acre-feet)</b>
Oxnard Forebay	5,100

Precipitation for Month of March 2024

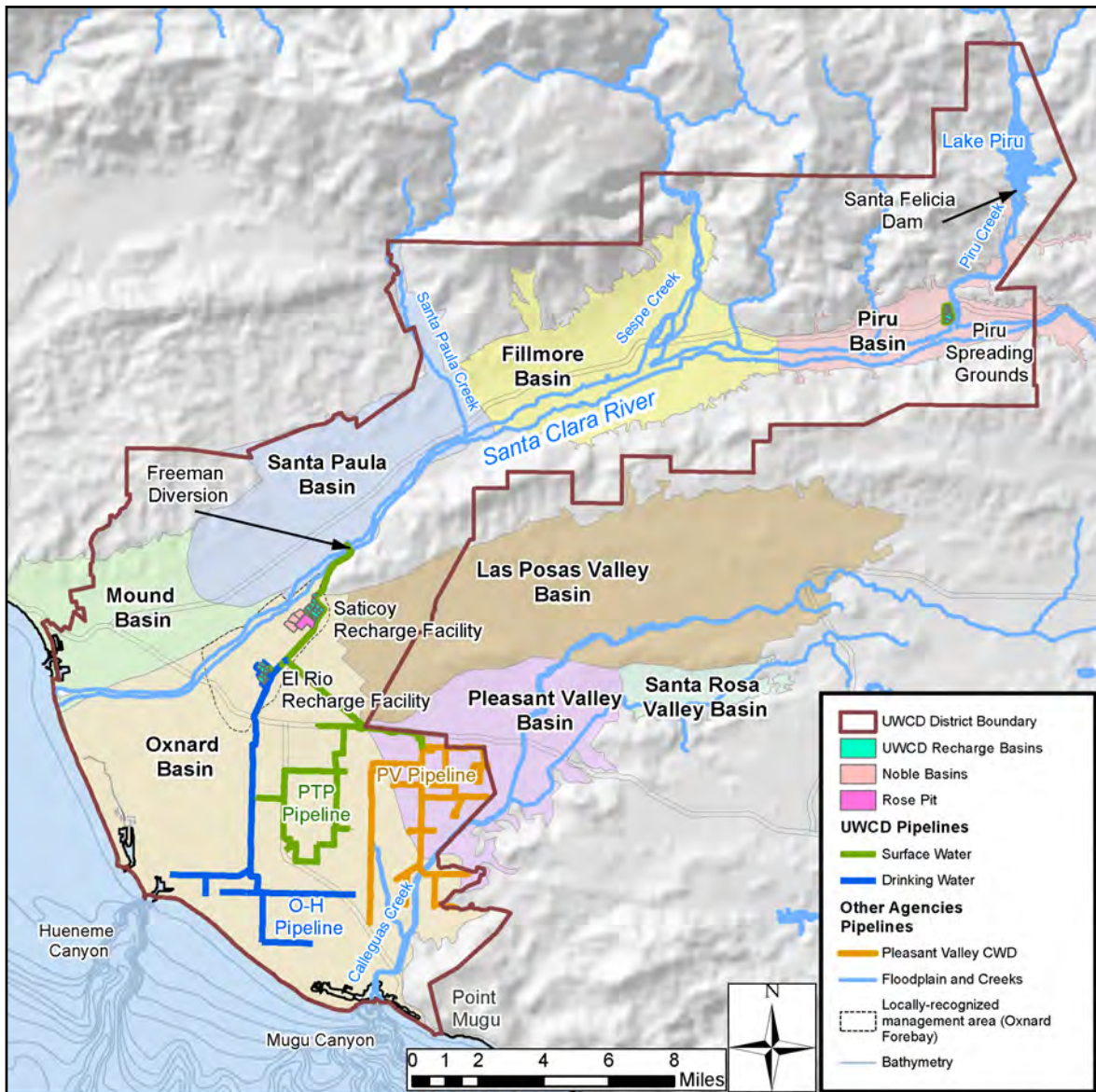
<b>Location</b>	<b>Precipitation (inches)</b>
Lake Piru	6.03
Santa Paula	5.46
El Rio	2.64



# United Water CONSERVATION DISTRICT

## March 2024 Hydrologic Conditions Report 2023/24 Water Year

April 1, 2024

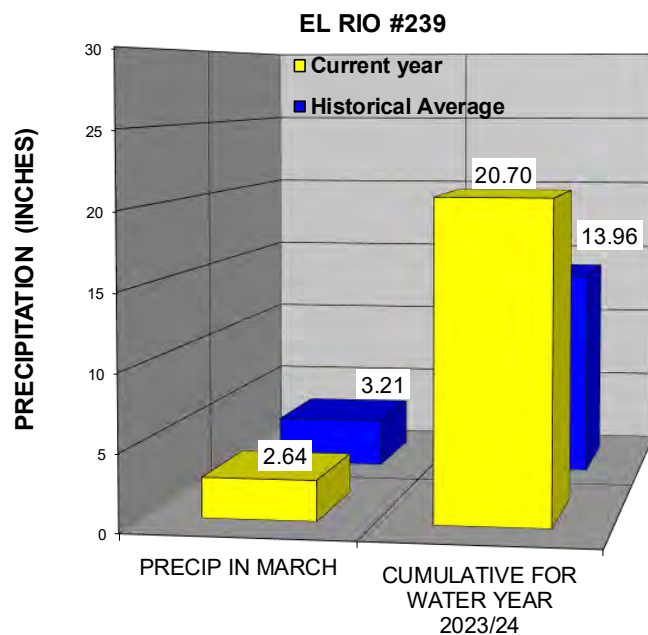
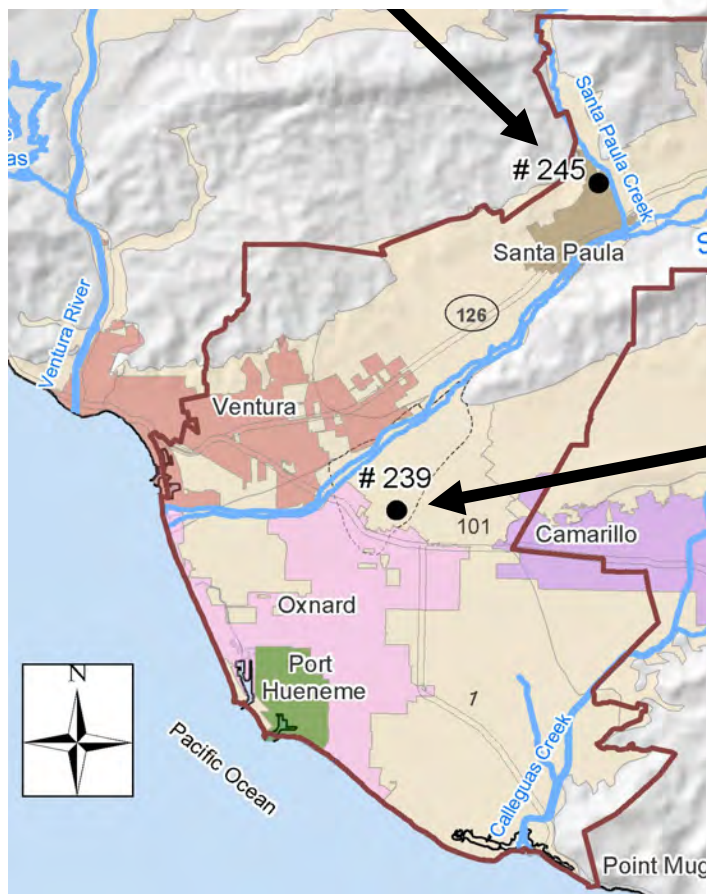
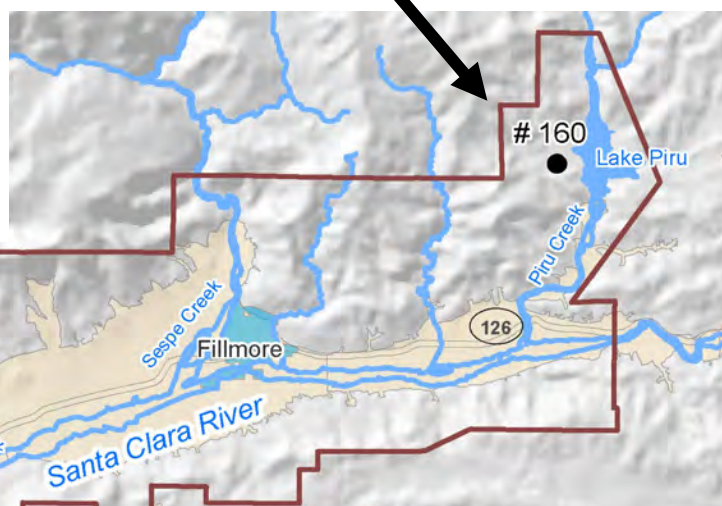
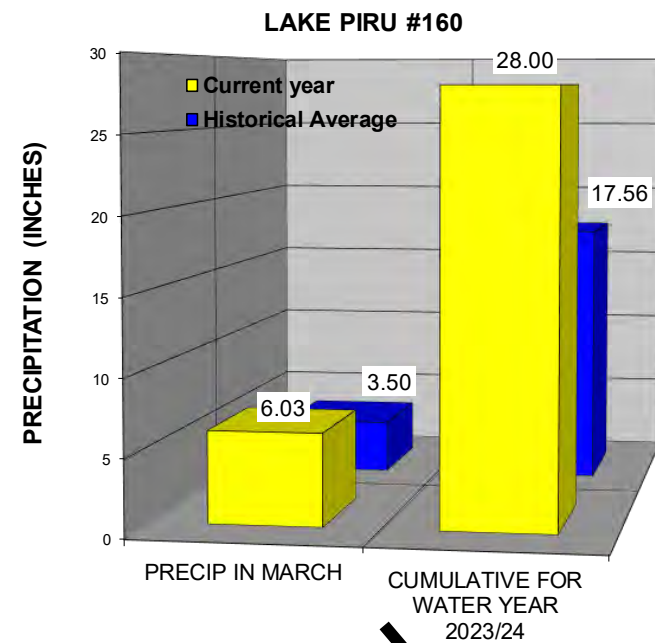
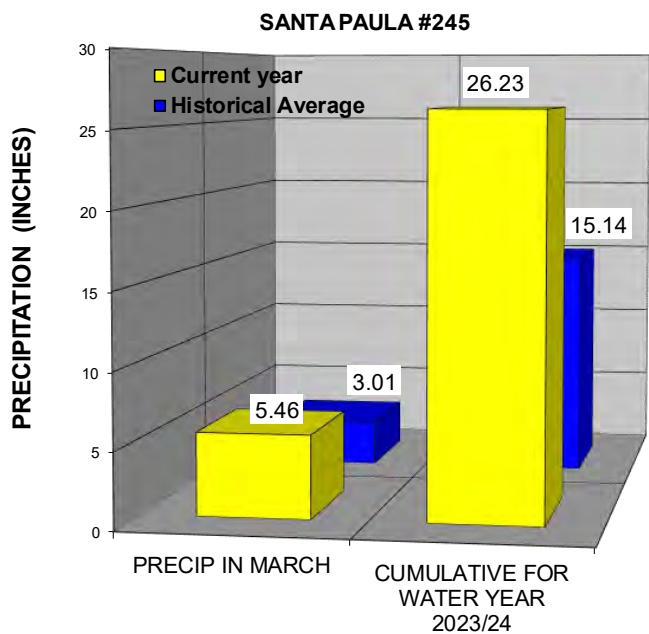


*Note: This report may contain provisional data until final review at the end of the water year.*



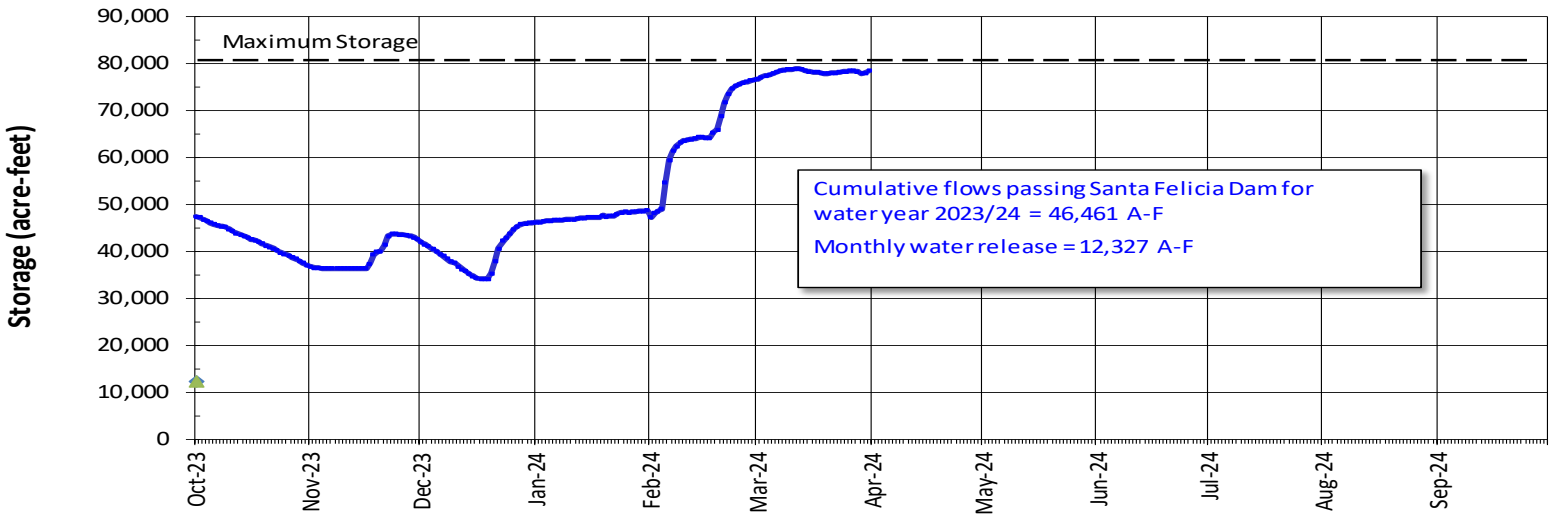
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# Precipitation



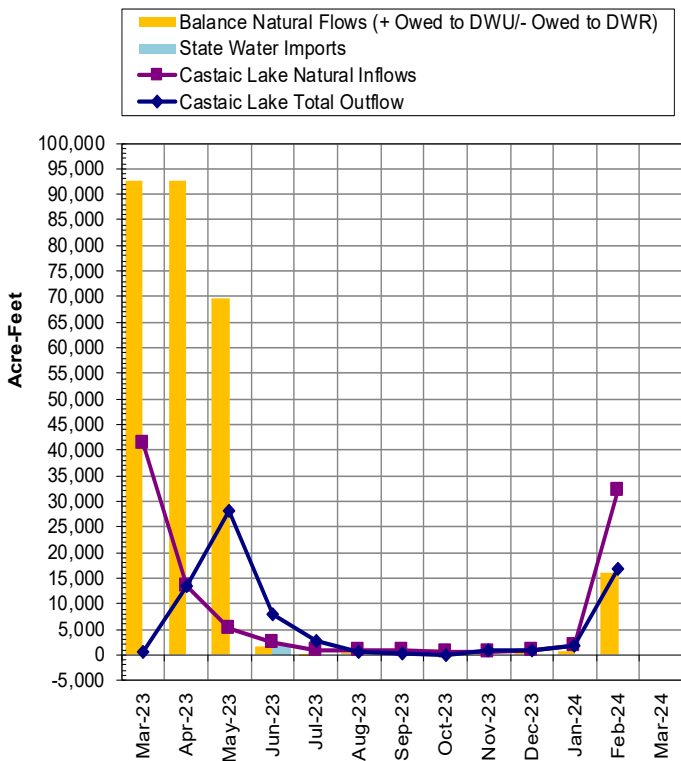
District-wide percent of normal precipitation = 161%

## Lake Piru Storage and Outflow

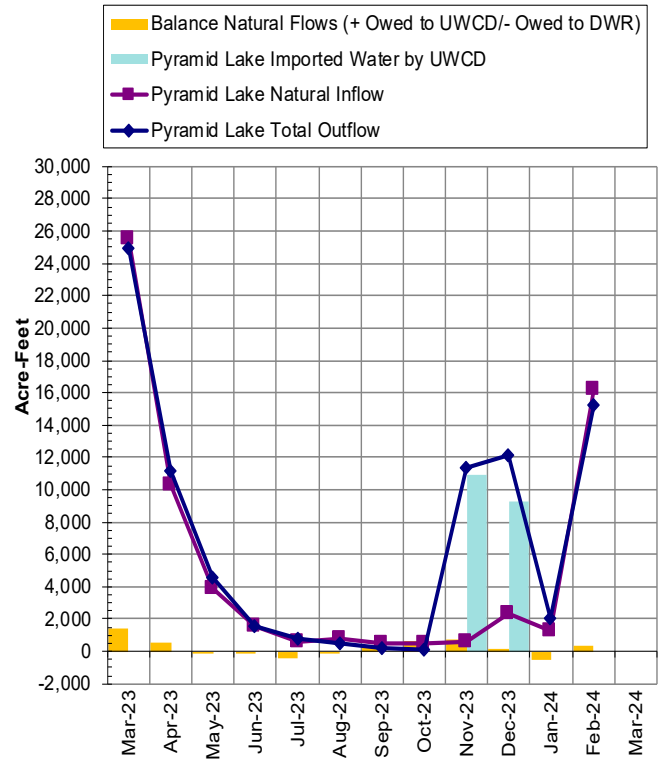


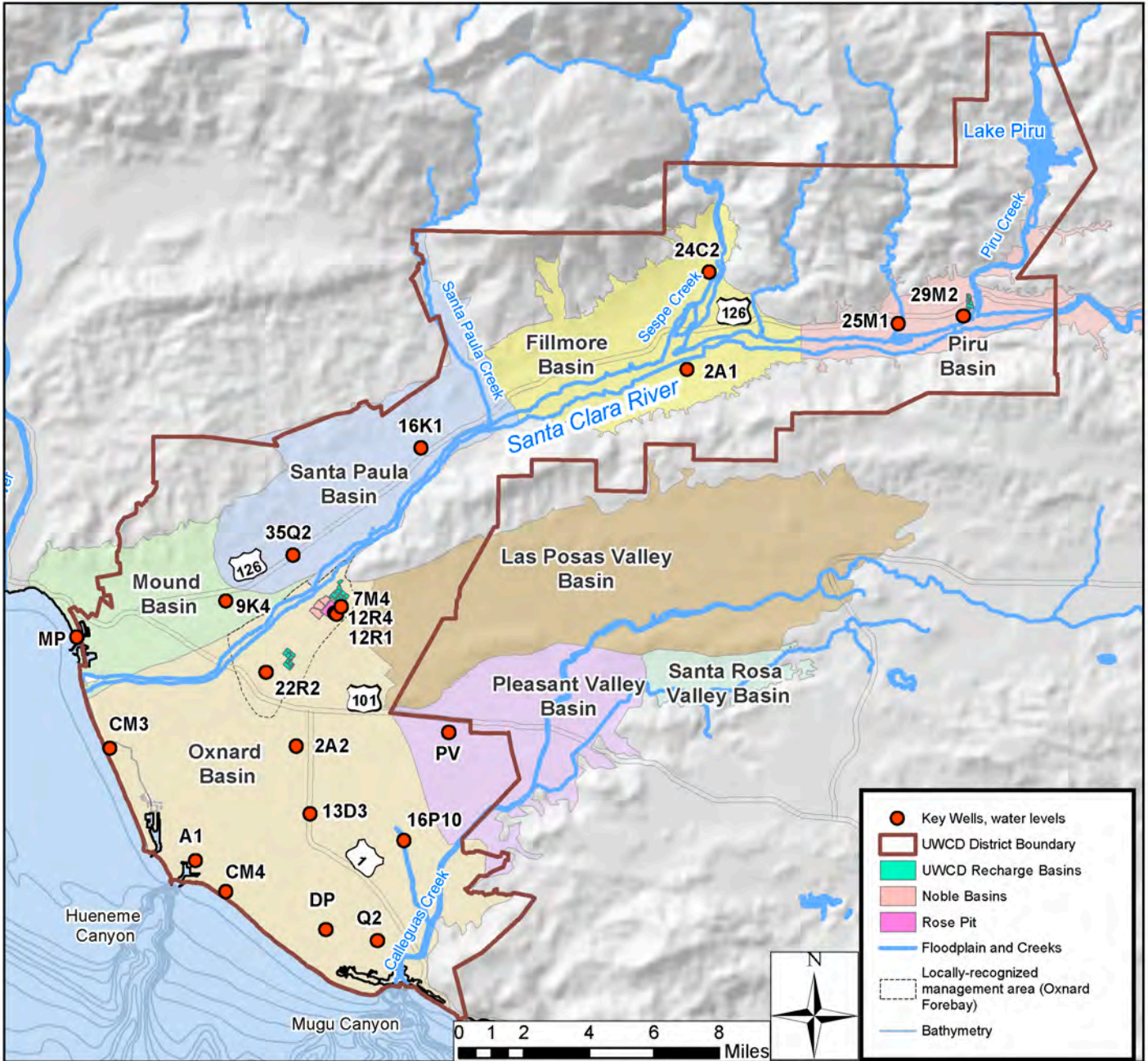
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	0	0	0	0	0	0						
Cumulative Hydro Plant Outflow (A-F)	0	0	0	0	0	0						

### Castaic Lake releases to downstream water users (DWU)



### Pyramid Lake releases to UWCD

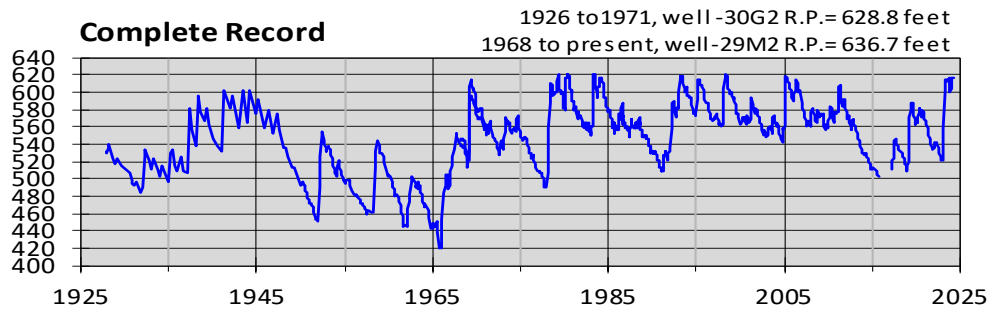
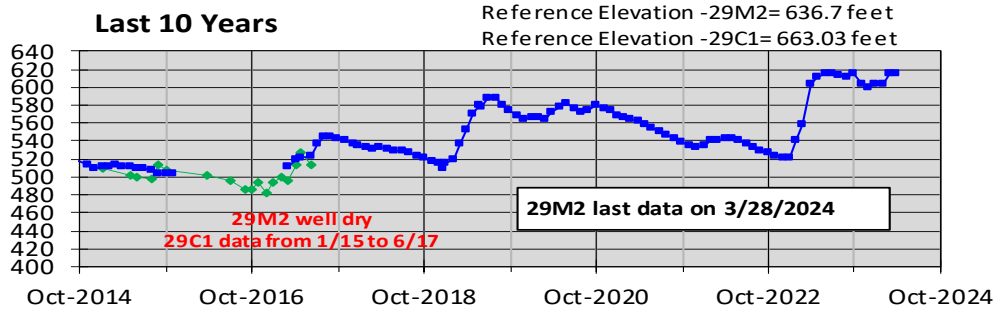




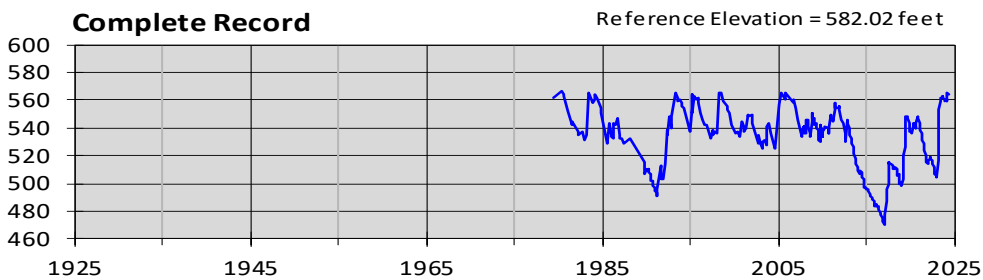
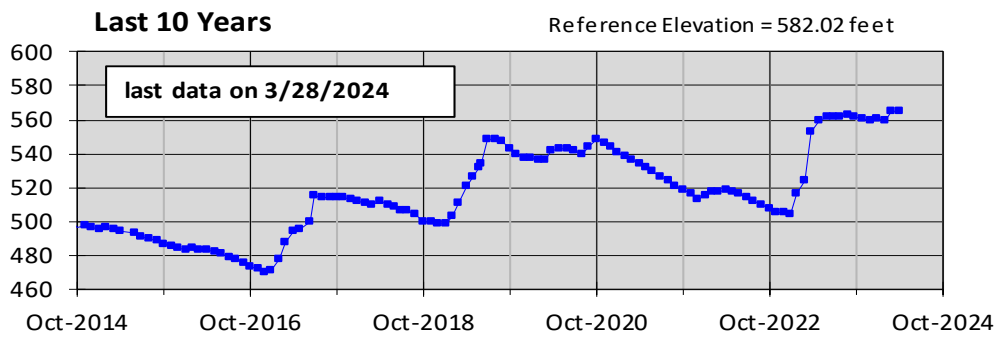
# Locations of Key Wells, Monthly Groundwater Elevation Monitoring

# Groundwater Elevation Records – Piru Basin

Well 04N18W29M02S (29M2)



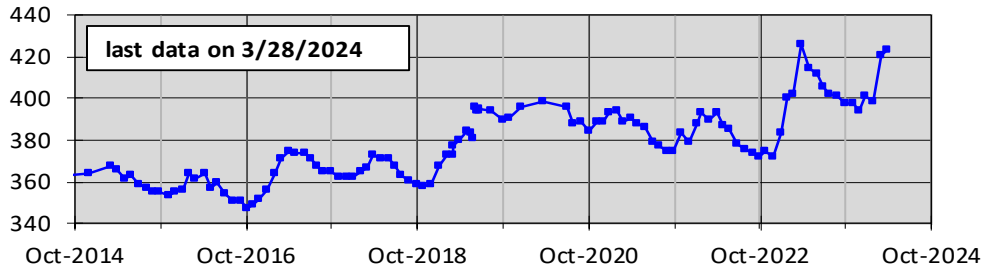
Well 04N19W25M01S (25M1)



# Groundwater Elevation Records – Fillmore Basin

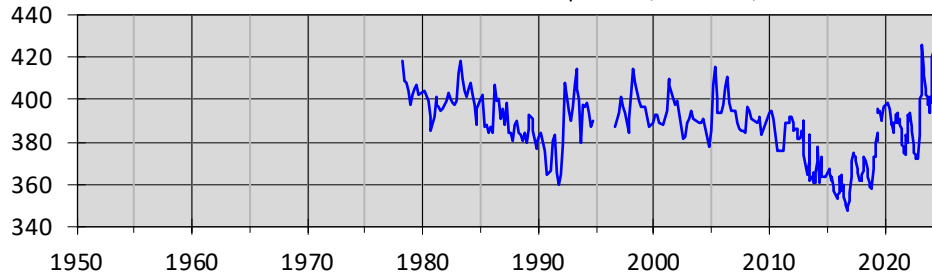
Well 04N20W24C02S (24C2)

**Last 10 Years**



**Complete Record**

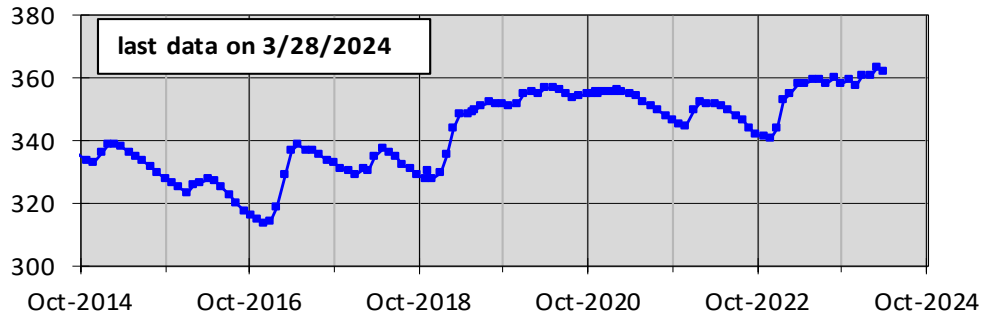
1978 to 2014, well 23Q2, R.P. = 513.99 feet  
 2015 to 2019, well 23N1, R.P. = 559.00 feet  
 2019 to present, well 24C2, R.P. = 497.02 feet



Well 03N20W02A01S (2A1)

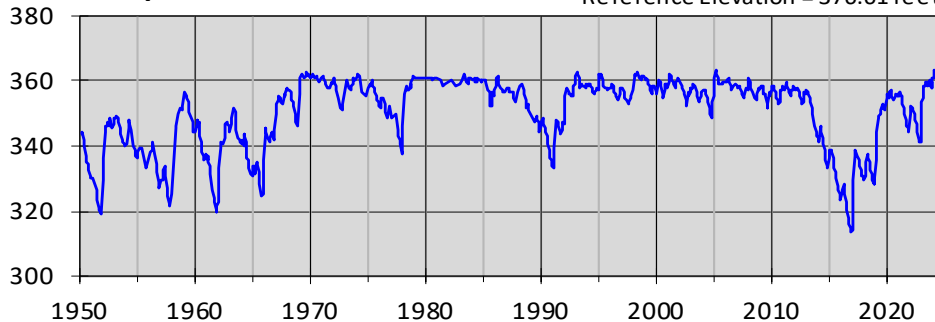
**Last 10 Years**

Reference Elevation = 376.61 feet

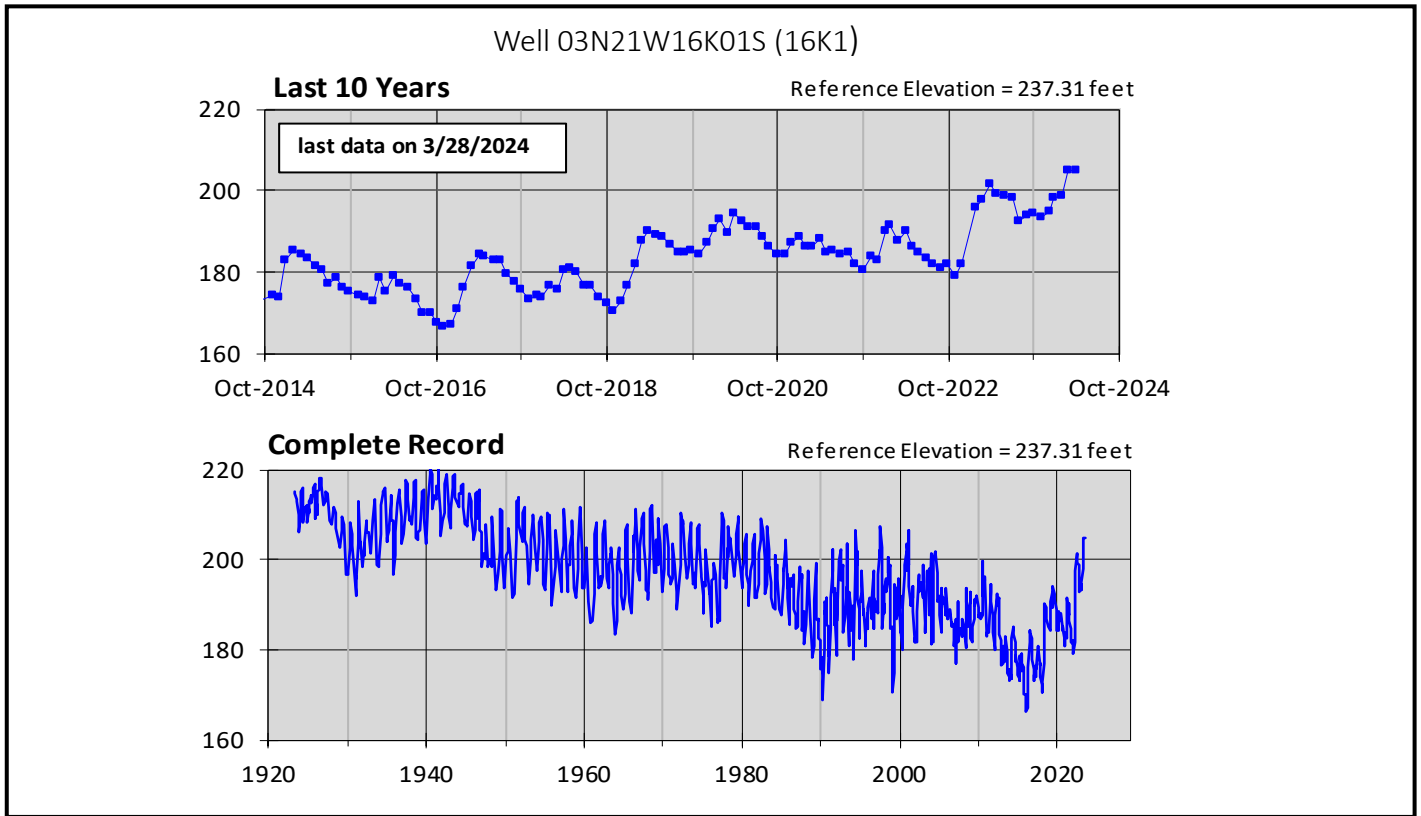


**Complete Record**

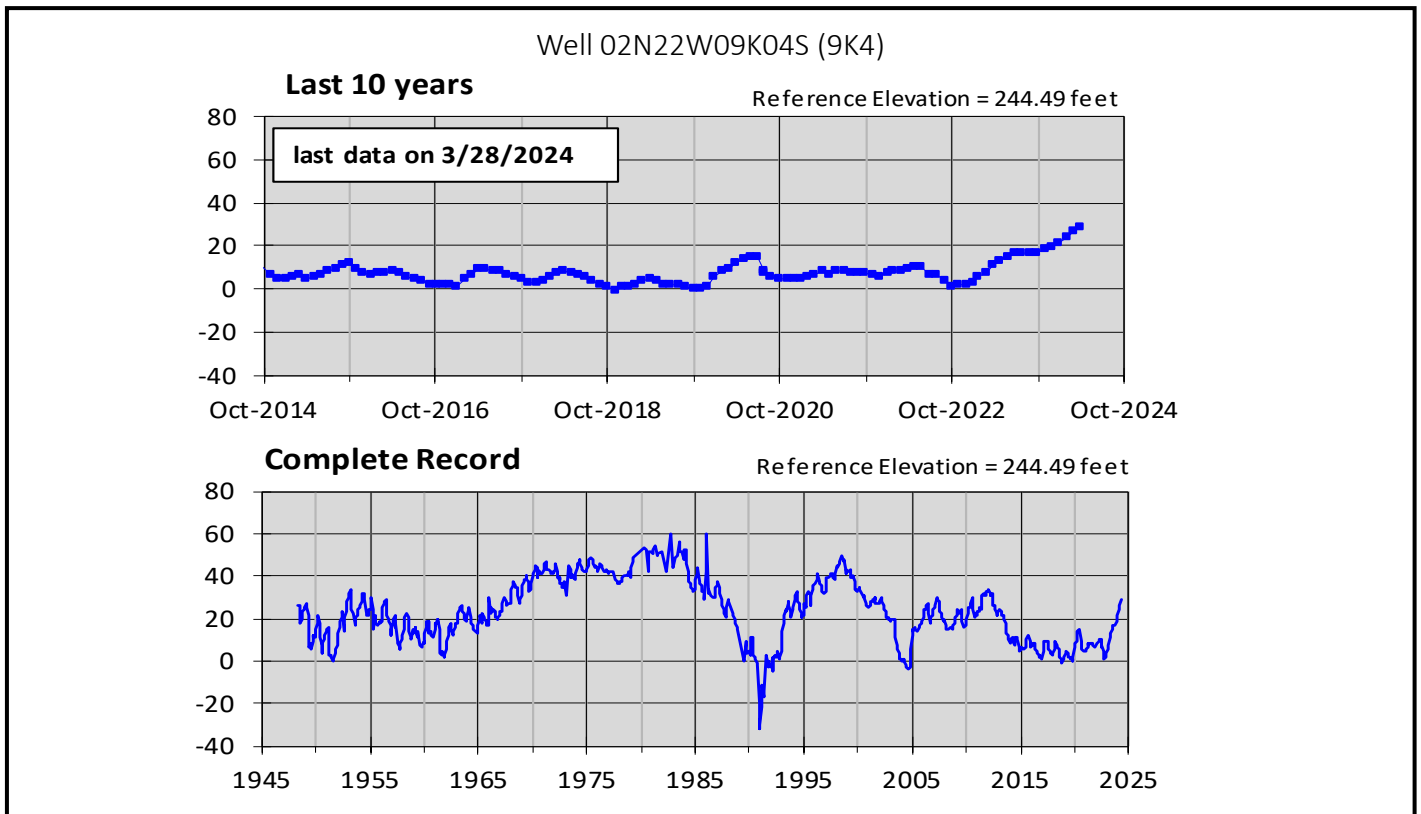
Reference Elevation = 376.61 feet



# Groundwater Elevation Records – Santa Paula Basin



# Groundwater Elevation Records – Mound Basin

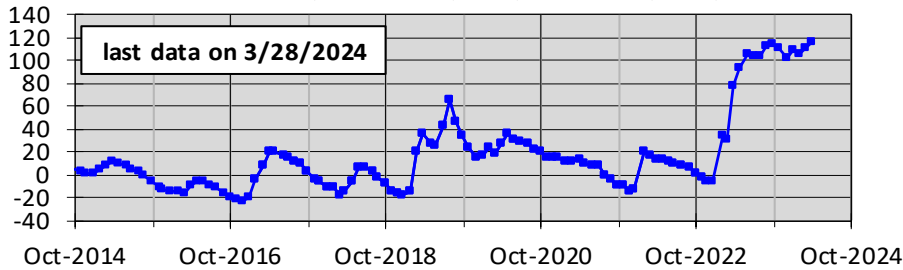


# Groundwater Elevation Records – Oxnard Basin, Forebay

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

## Last 10 Years

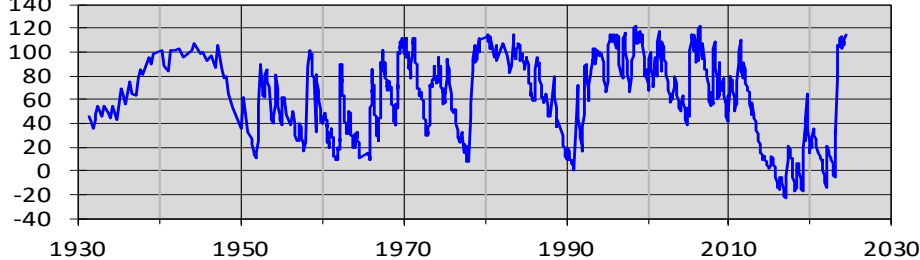
-12R1; RP = 134.19 ft; -7M4; RP = 142.84 ft; -12R4; RP = 137.11 ft



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

## Complete Record

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

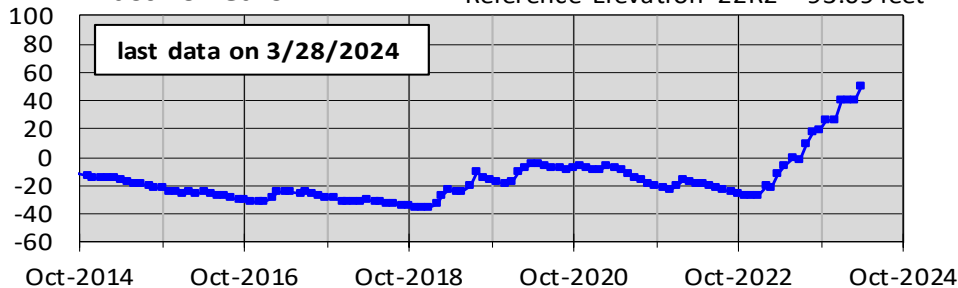


Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

Well 02N22W22R02S (22R2)

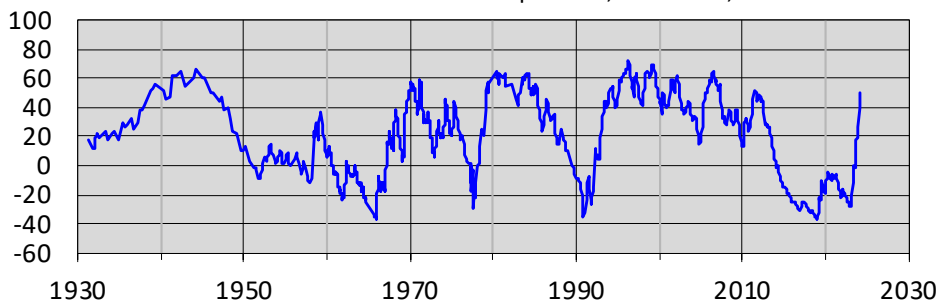
## Last 10 Years

Reference Elevation -22R2 = 93.09 feet



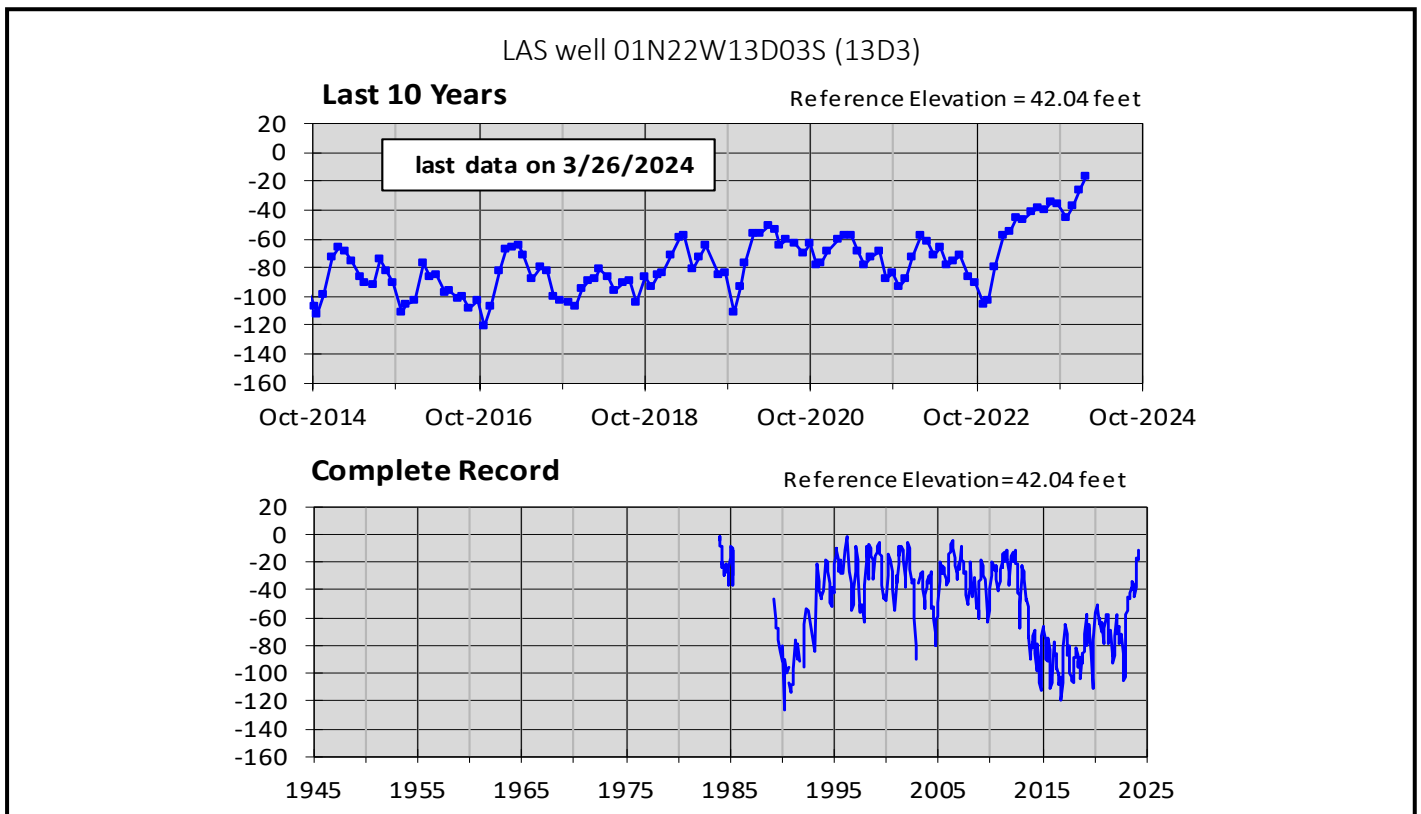
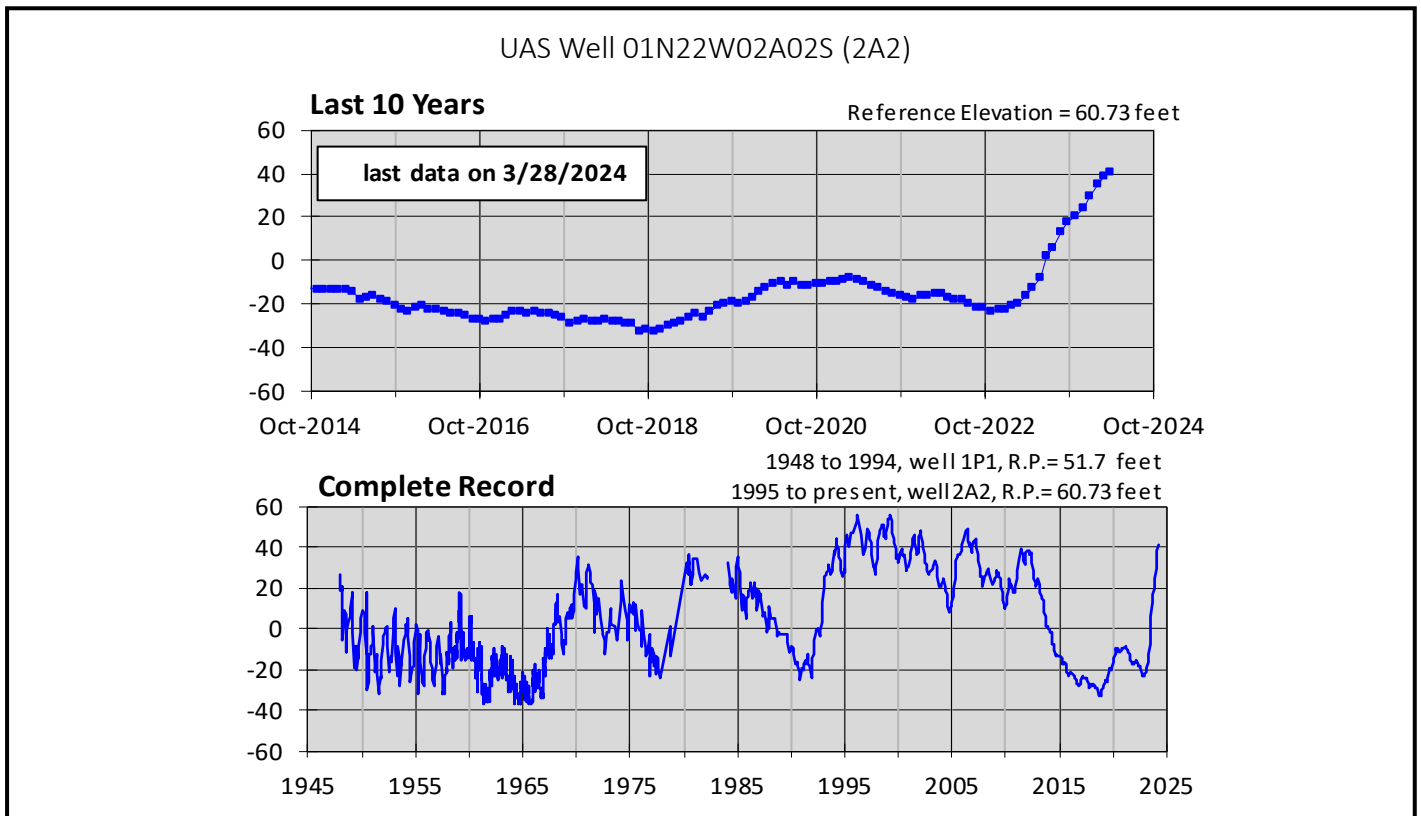
## Complete Record

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

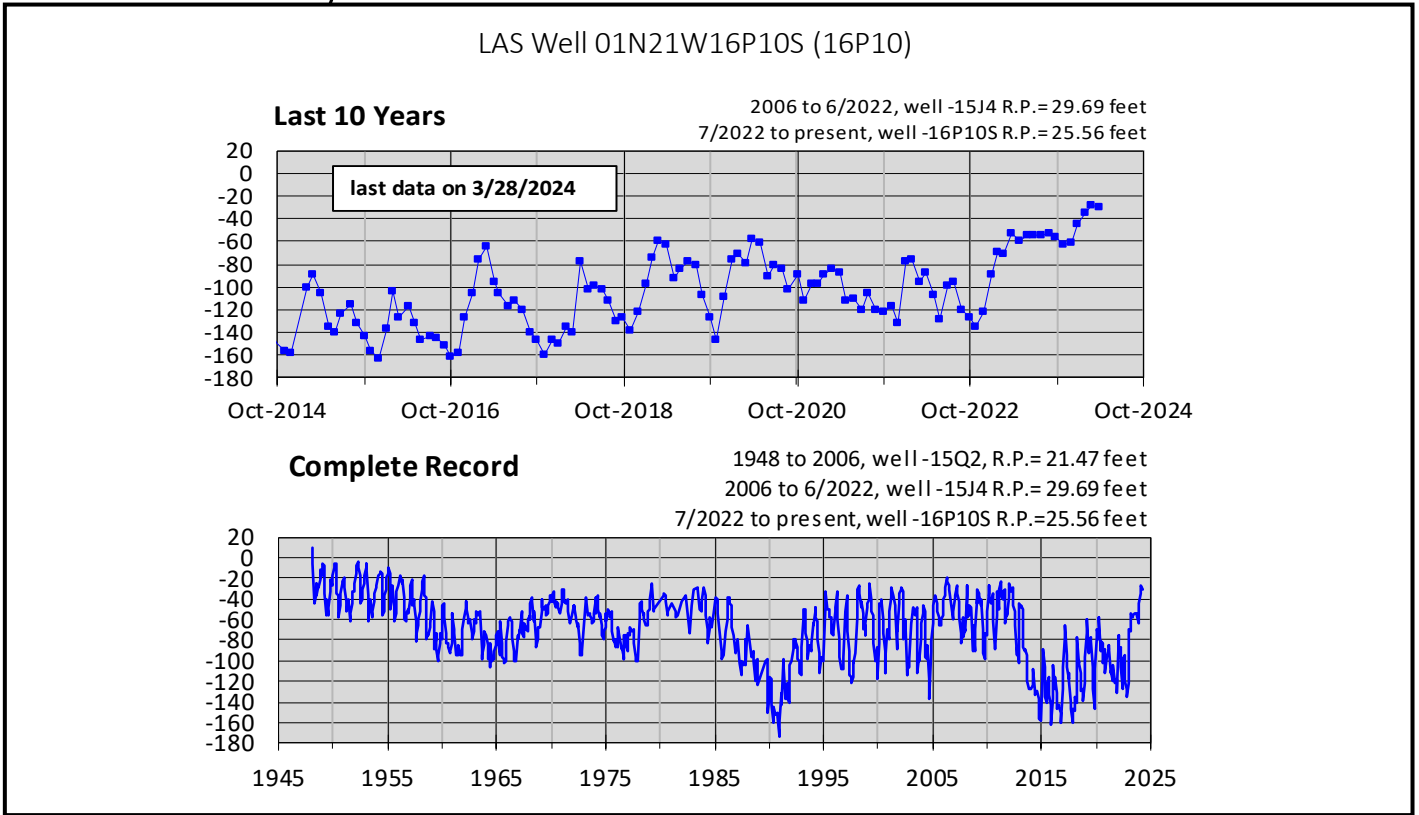




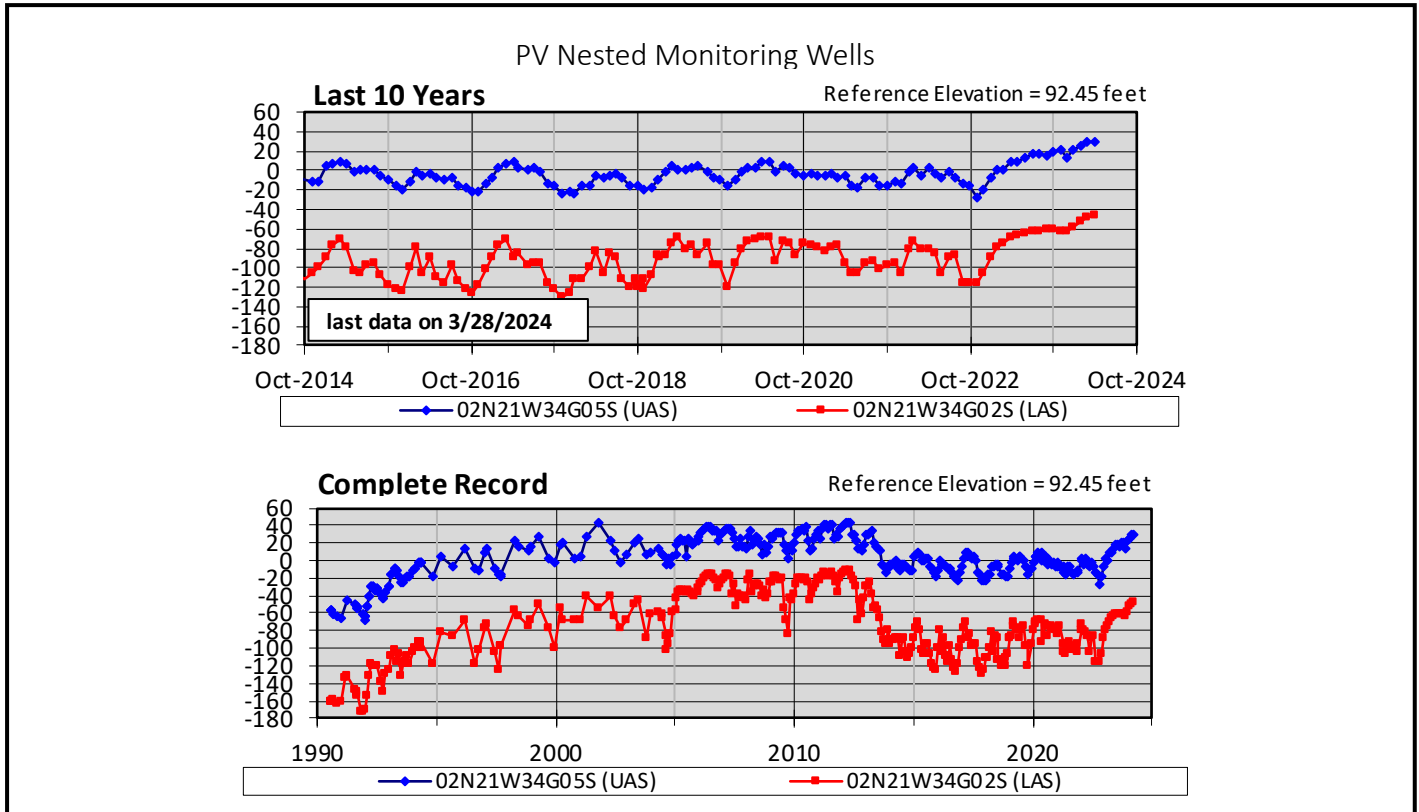
# Groundwater Elevation Records – Oxnard Basin



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

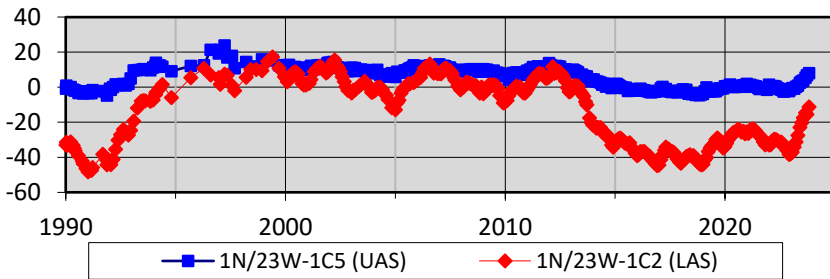


# Groundwater Elevation Records – Pleasant Valley Basin

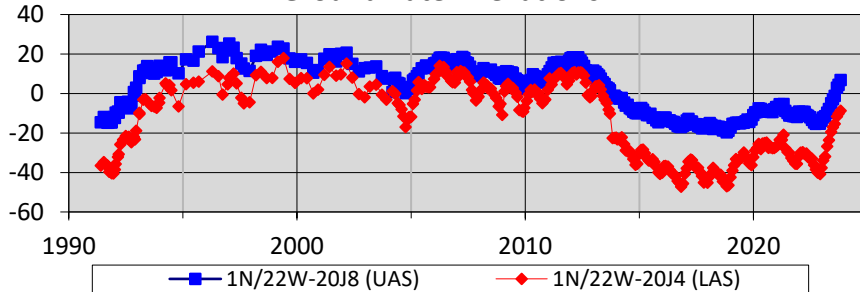


# Groundwater Elevation Records – Coastal Nested Monitoring Wells

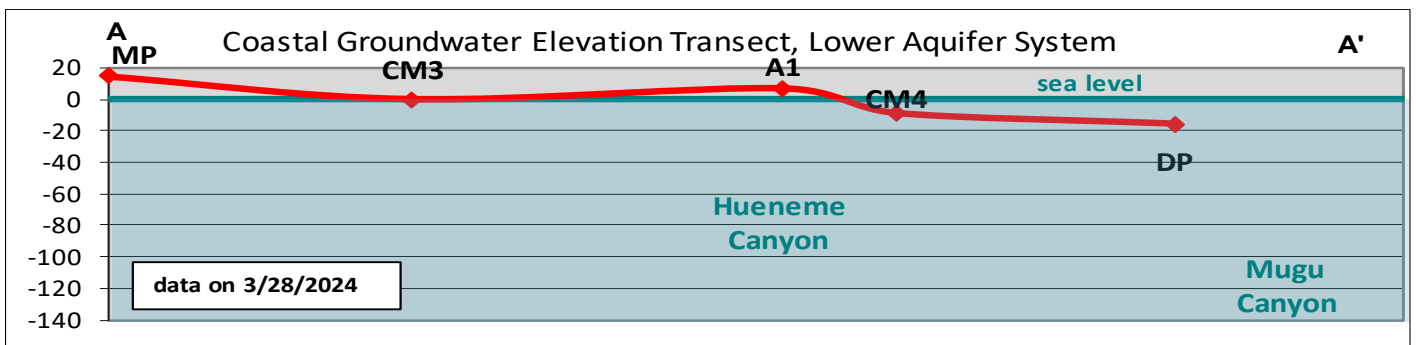
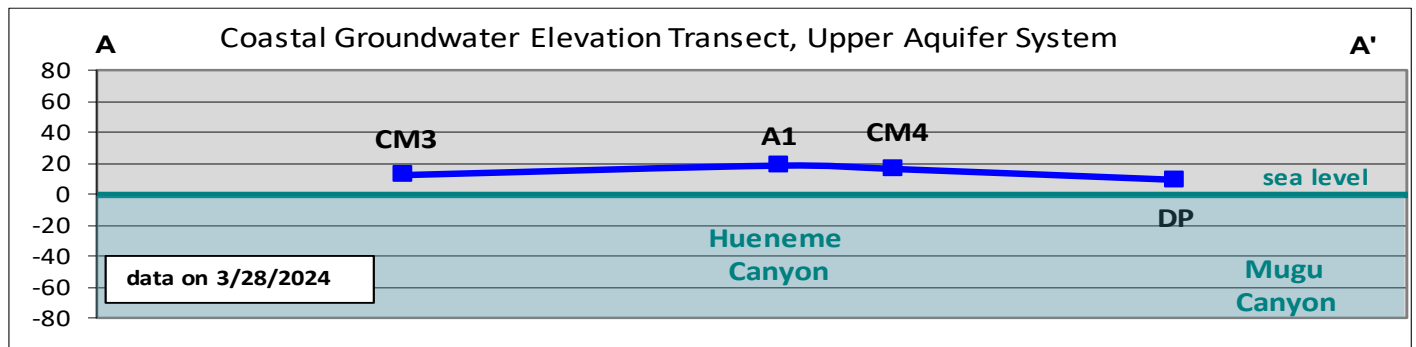
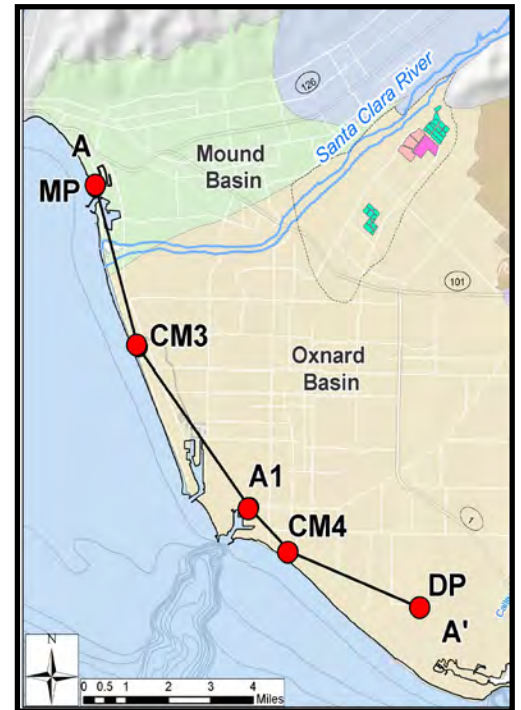
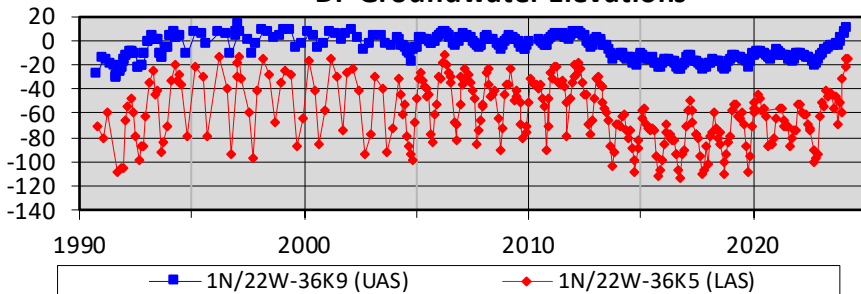
## CM3 Groundwater Elevations



## A1 Groundwater Elevations



## DP Groundwater Elevations



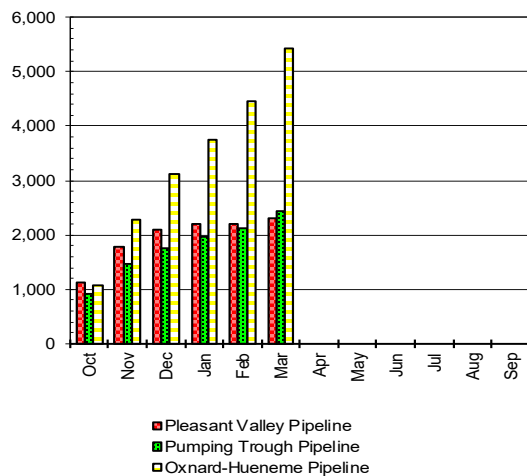
## Monthly Water Deliveries, acre-feet (Water Year 2023/24)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	1,114.2	555.3	314.4	96.3	0.0	109.8						
PV Pipeline (Saticoy well field)	0.0	105.8	0.0	4.1	0.0	0.0						
<b>Total to Pleasant Valley Pipeline</b>	<b>1,114.2</b>	<b>661.1</b>	<b>314.4</b>	<b>100.4</b>	<b>0.0</b>	<b>109.8</b>						
PTP (surface water)	913.9	359.0	289.4	201.6	129.1	305.5						
PTP (PTP 1-5)	10.5	54.2	7.1	16.2	10.3	7.1						
PTP (OH-12/13)	0.0	0.0	0.0	0.0	0.0	0.0						
PTP (Saticoy well field)	0.0	118.6	0.0	3.9	0.0	0.0						
<b>Total PTP</b>	<b>924.4</b>	<b>531.8</b>	<b>296.5</b>	<b>221.6</b>	<b>139.5</b>	<b>312.6</b>						
C-customers (surface water)	0.0	0.0	0.0	0.0	0.0	0.0						
Saticoy Well Field (groundwater)	0.0	224.4	0.0	8.0	0.0	0.0						
O-H Pipeline (groundwater)	1,066.4	1,221.4	842.2	608.9	717.7	962.1						
<b>Total Surface Water Delivery (PTP, PV, c-cust)</b>	<b>2,028.1</b>	<b>914.3</b>	<b>603.8</b>	<b>297.9</b>	<b>129.1</b>	<b>415.3</b>						
<b>Total Groundwater Delivery (PTP, OH, Sat)</b>	<b>1,076.9</b>	<b>1,500.0</b>	<b>849.3</b>	<b>633.1</b>	<b>728.0</b>	<b>969.2</b>						
<b>Total Delivery (surface water, groundwater)</b>	<b>3,105.0</b>	<b>2,414.3</b>	<b>1,453.1</b>	<b>931.0</b>	<b>857.2</b>	<b>1,384.5</b>						

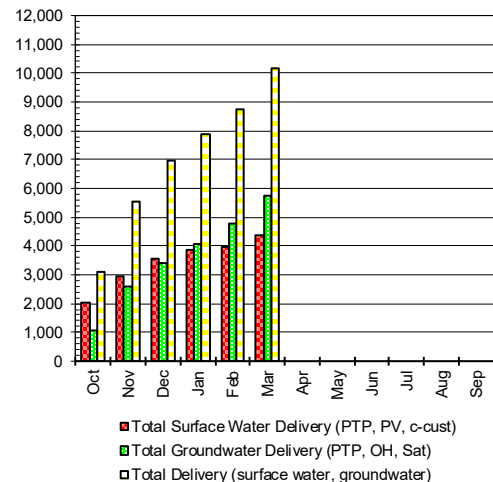
## Cumulative Water Deliveries, acre-feet (Water Year 2023/24)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	1,114.2	1,669.5	1,983.9	2,080.2	2,080.2	2,190.0						
PV Pipeline (saticoy well field)	0.0	105.8	105.8	109.9	109.9	109.9						
<b>Total to Pleasant Valley Pipeline</b>	<b>1,114.2</b>	<b>1,775.3</b>	<b>2,089.7</b>	<b>2,190.1</b>	<b>2,190.1</b>	<b>2,299.9</b>						
PTP (surface water)	913.9	1,272.9	1,562.3	1,763.9	1,893.0	2,198.5						
PTP (PTP 1-5)	10.5	64.7	71.8	88.0	98.3	105.4						
PTP (OH-12/13)	0.0	0.0	0.0	0.0	0.0	0.0						
PTP (Saticoy well field)	0.0	118.6	118.6	122.5	122.5	122.5						
<b>Total PTP</b>	<b>924.4</b>	<b>1,456.2</b>	<b>1,752.7</b>	<b>1,974.3</b>	<b>2,113.8</b>	<b>2,426.4</b>						
C-customers (surface water)	0.0	0.0	0.0	0.0	0.0	0.0						
Saticoy Well Field (groundwater)	0.0	224.4	224.4	232.4	232.4	232.4						
O-H Pipeline (groundwater)	1,066.4	2,287.8	3,130.0	3,738.9	4,456.6	5,418.7						
<b>Total Surface Water Delivery (PTP, PV, c-cust)</b>	<b>2,028.1</b>	<b>2,942.4</b>	<b>3,546.2</b>	<b>3,844.1</b>	<b>3,973.2</b>	<b>4,388.5</b>						
<b>Total Groundwater Delivery (PTP, OH, Sat)</b>	<b>1,076.9</b>	<b>2,576.9</b>	<b>3,426.2</b>	<b>4,059.2</b>	<b>4,787.3</b>	<b>5,756.5</b>						
<b>Total Delivery (surface water, groundwater)</b>	<b>3,105.0</b>	<b>5,519.3</b>	<b>6,972.4</b>	<b>7,903.3</b>	<b>8,760.5</b>	<b>10,145.0</b>						

Cumulative deliveries by system



Cumulative deliveries by source/type

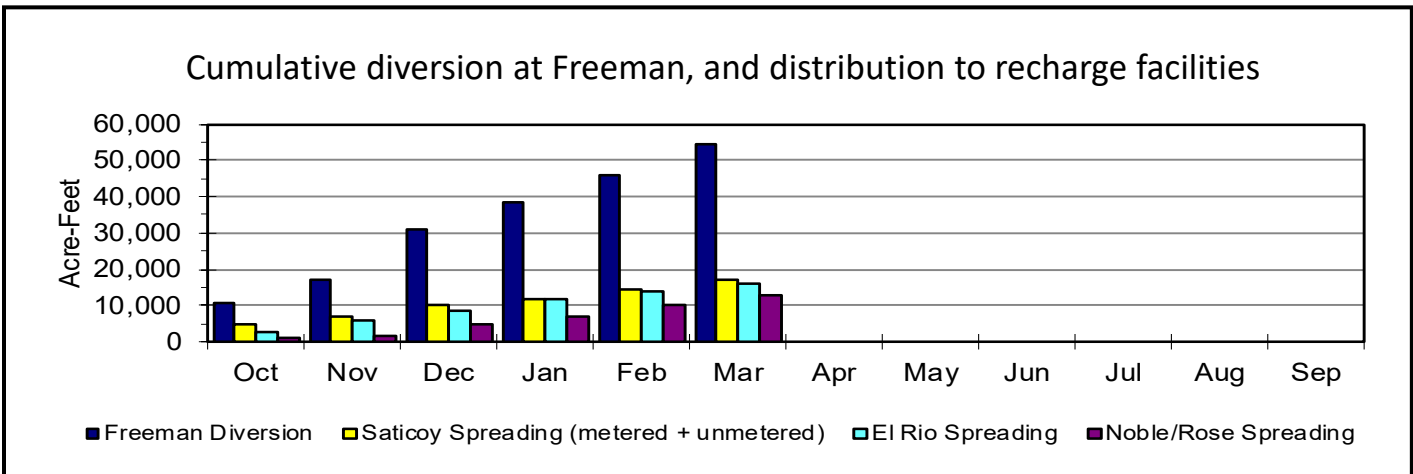


Monthly diversion and recharge totals by facility, 2023/24, in acre-feet

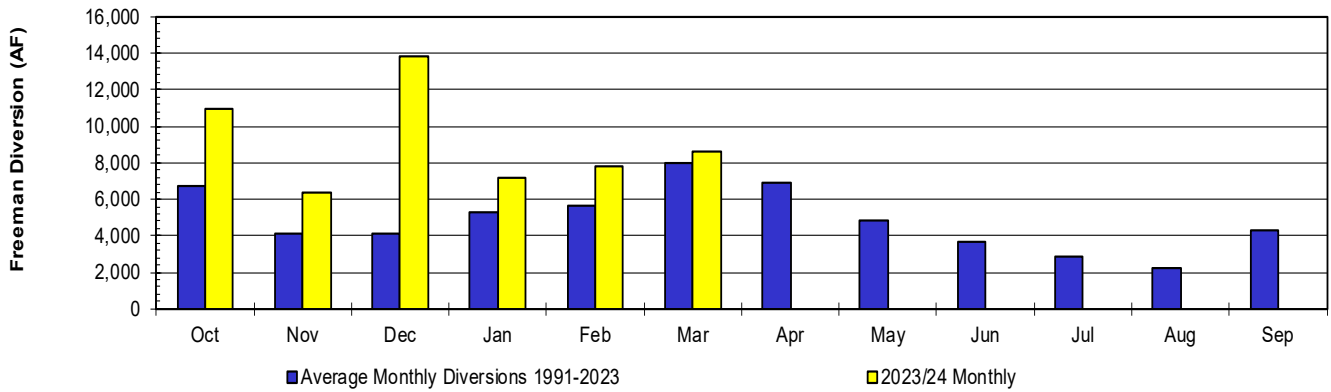
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	10,946	5,094	2,591	1,186	47
Nov	0	6,363	1,702	3,283	464	32
Dec	0	13,794	3,235	5,550	4,370	35
Jan	0	7,168	1,776	2,958	2,123	5
Feb	0	7,770	2,392	2,073	3,173	4
Mar	0	8,585	3,023	2,183	2,964	NA
Apr						
May						
Jun						
Jul						
Aug						
Sep						

Cumulative diversion and recharge totals by facility, 2023/24, in acre-feet

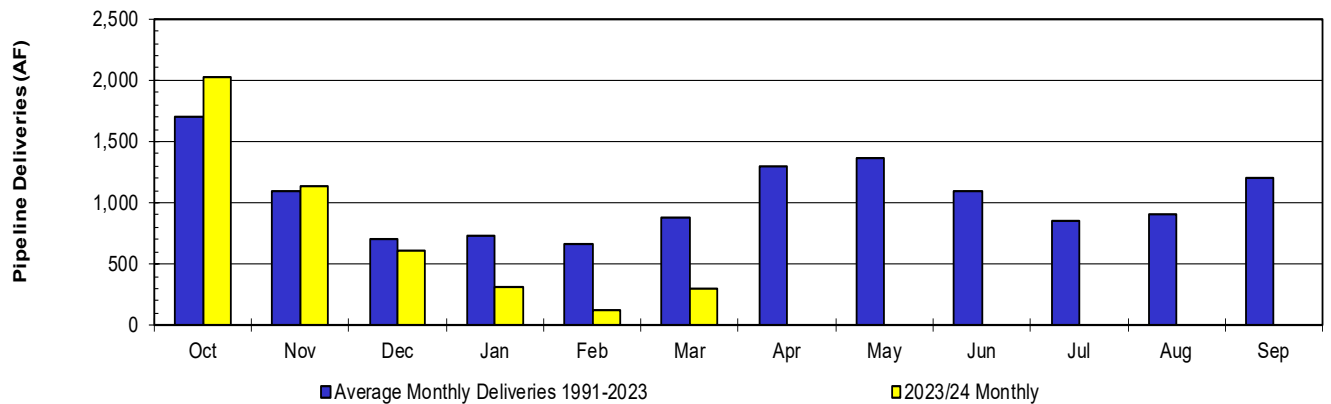
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	10,946	5,094	2,591	1,186	47
Nov	0	17,309	6,796	5,875	1,650	78
Dec	0	31,103	10,031	8,833	4,834	113
Jan	0	38,271	11,807	11,791	6,957	118
Feb	0	46,041	14,199	13,864	10,129	122
Mar	0	54,626	17,222	16,047	13,093	NA
Apr						
May						
Jun						
Jul						
Aug						
Sep						



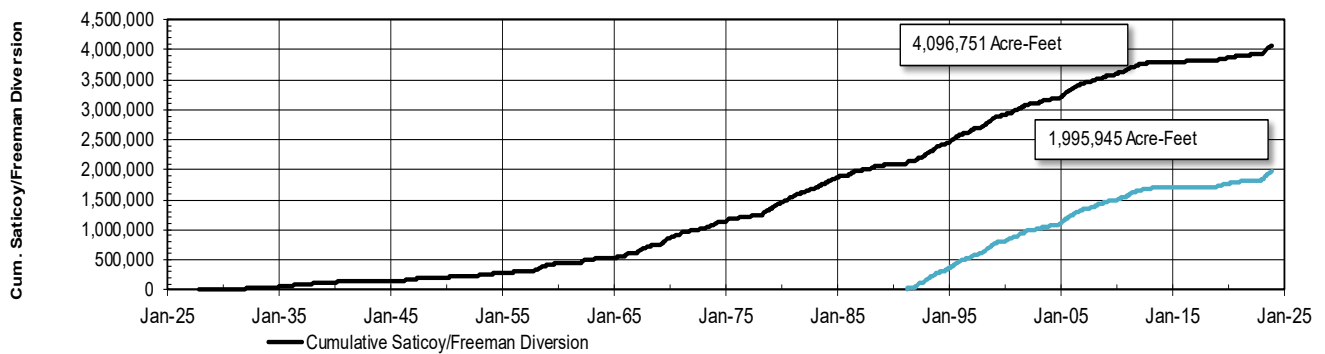
Monthly 2023/24 diversion at Freeman,  
compared to average monthly diversions (1991-2023)



Monthly 2023/24 pipeline deliveries (surface water deliveries),  
compared to average monthly pipeline deliveries (1991-2023)

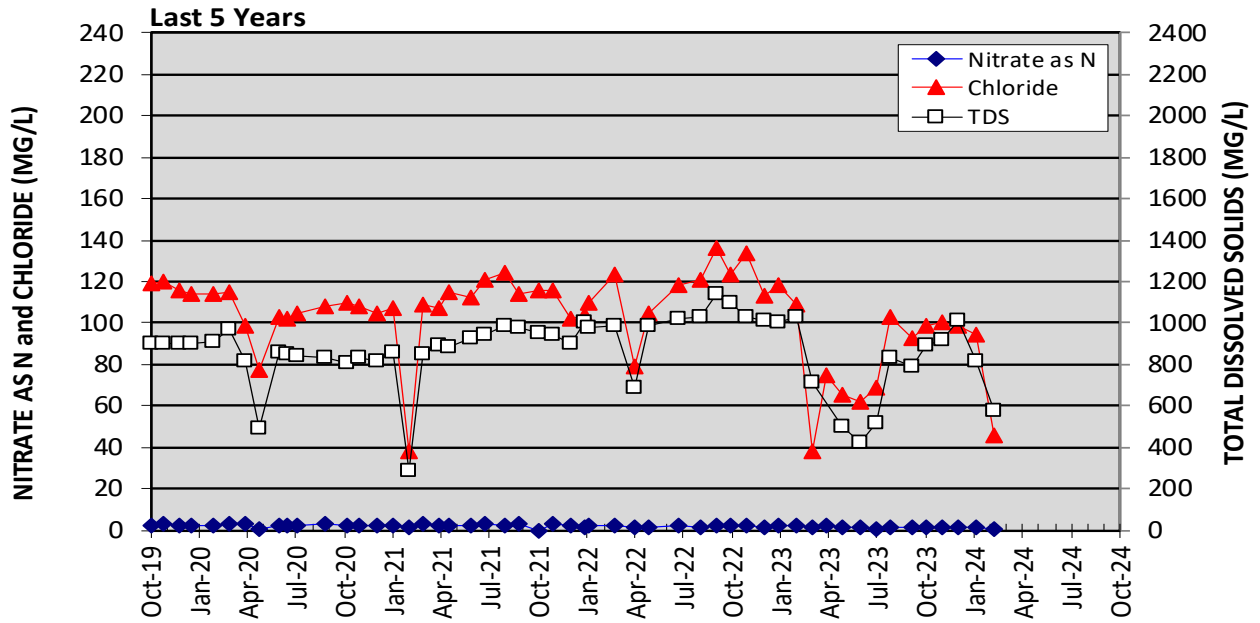


Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet

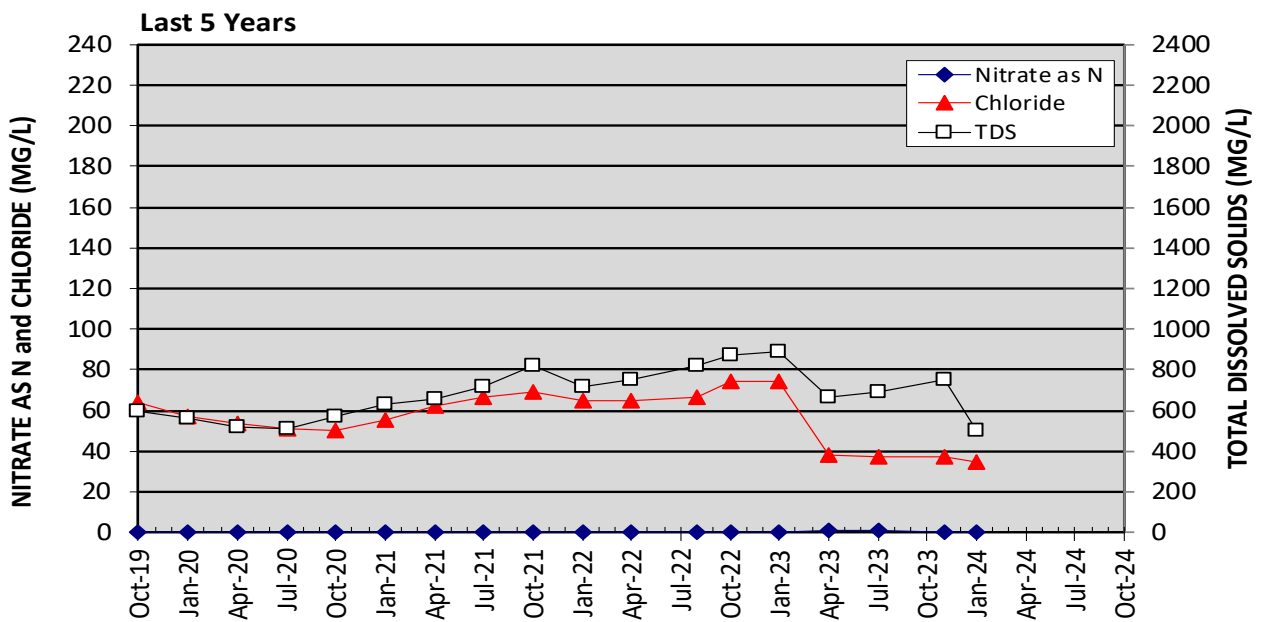


# Water Quality

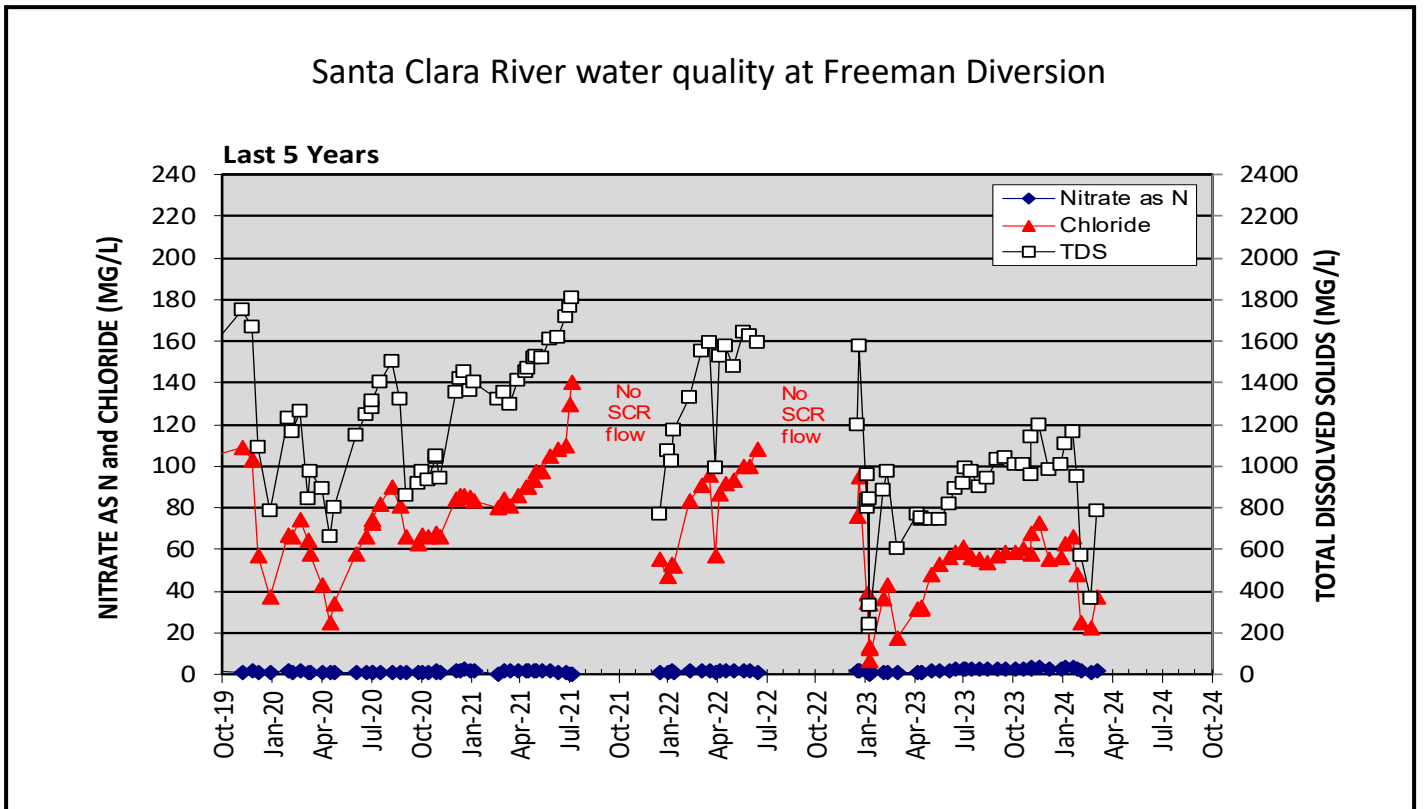
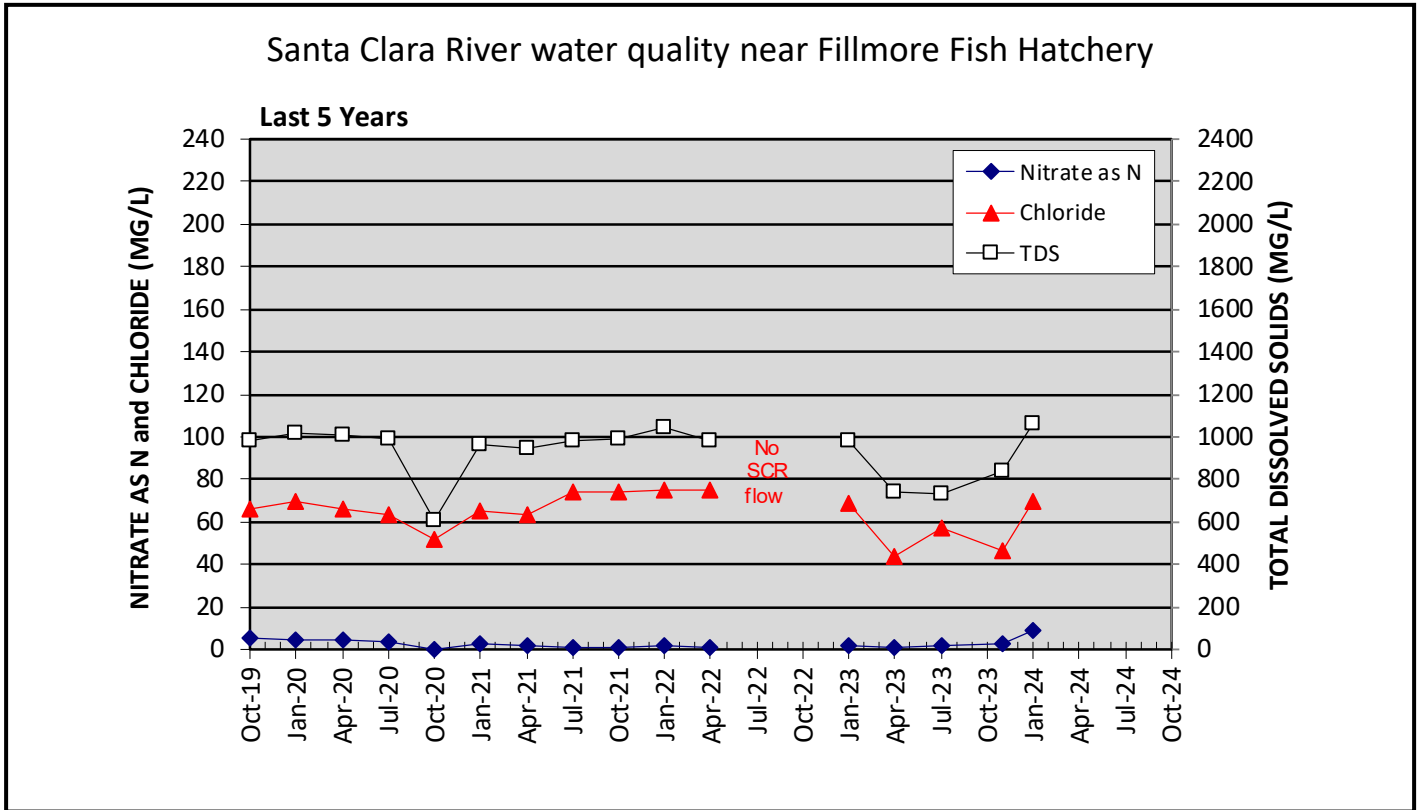
Santa Clara River water quality near Los Angeles/Ventura County line



Piru Creek water quality below Santa Felicia Dam

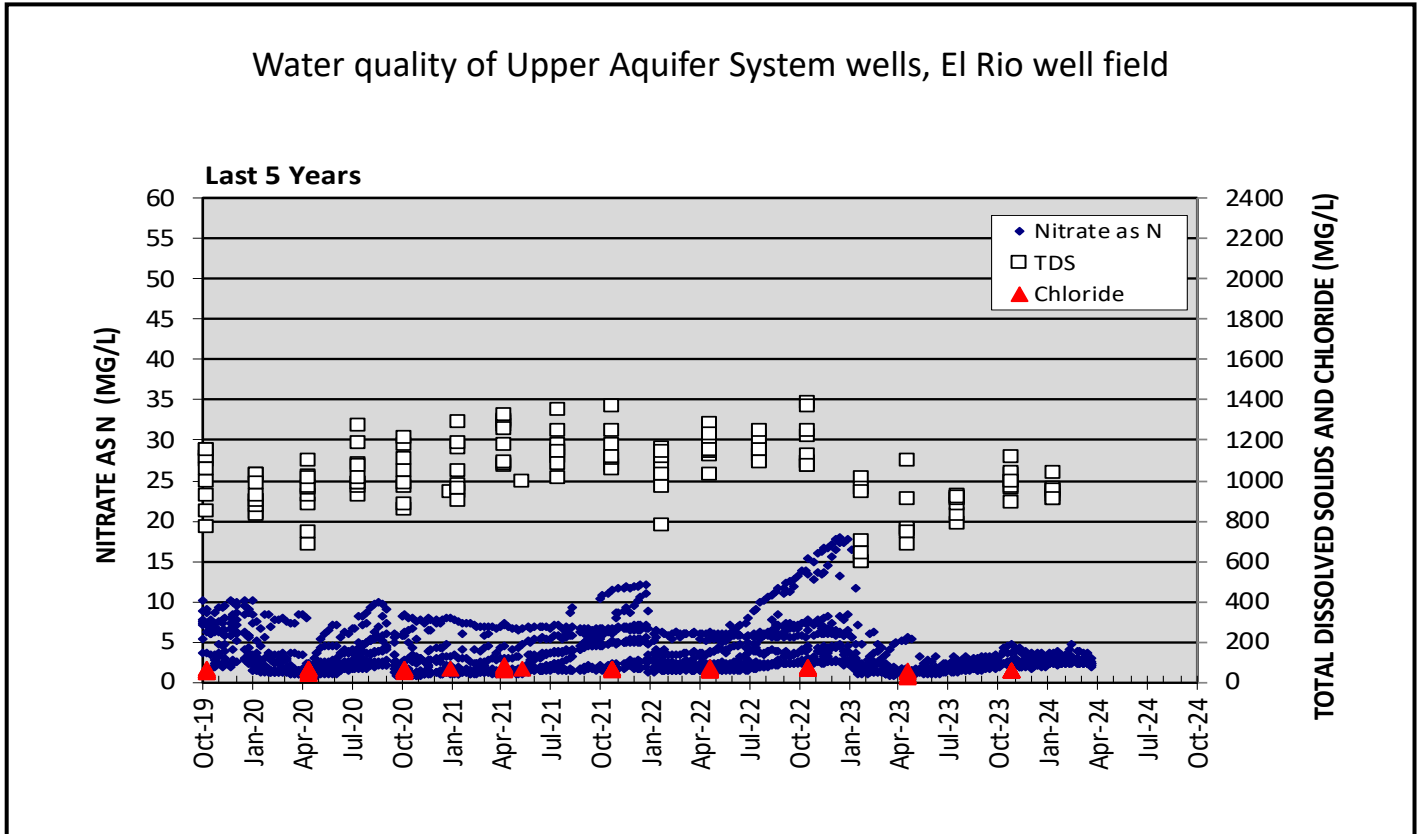


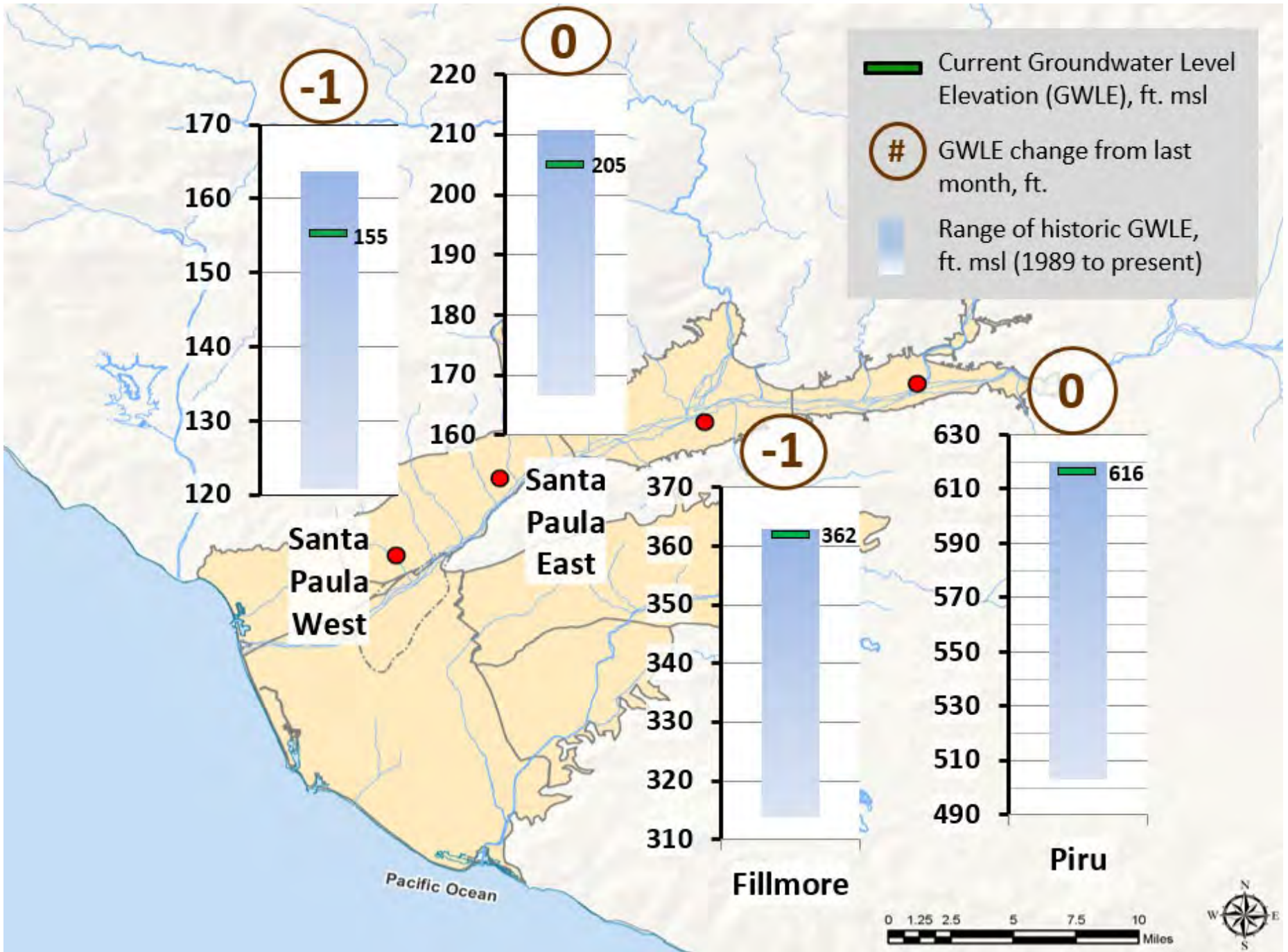
# Water Quality

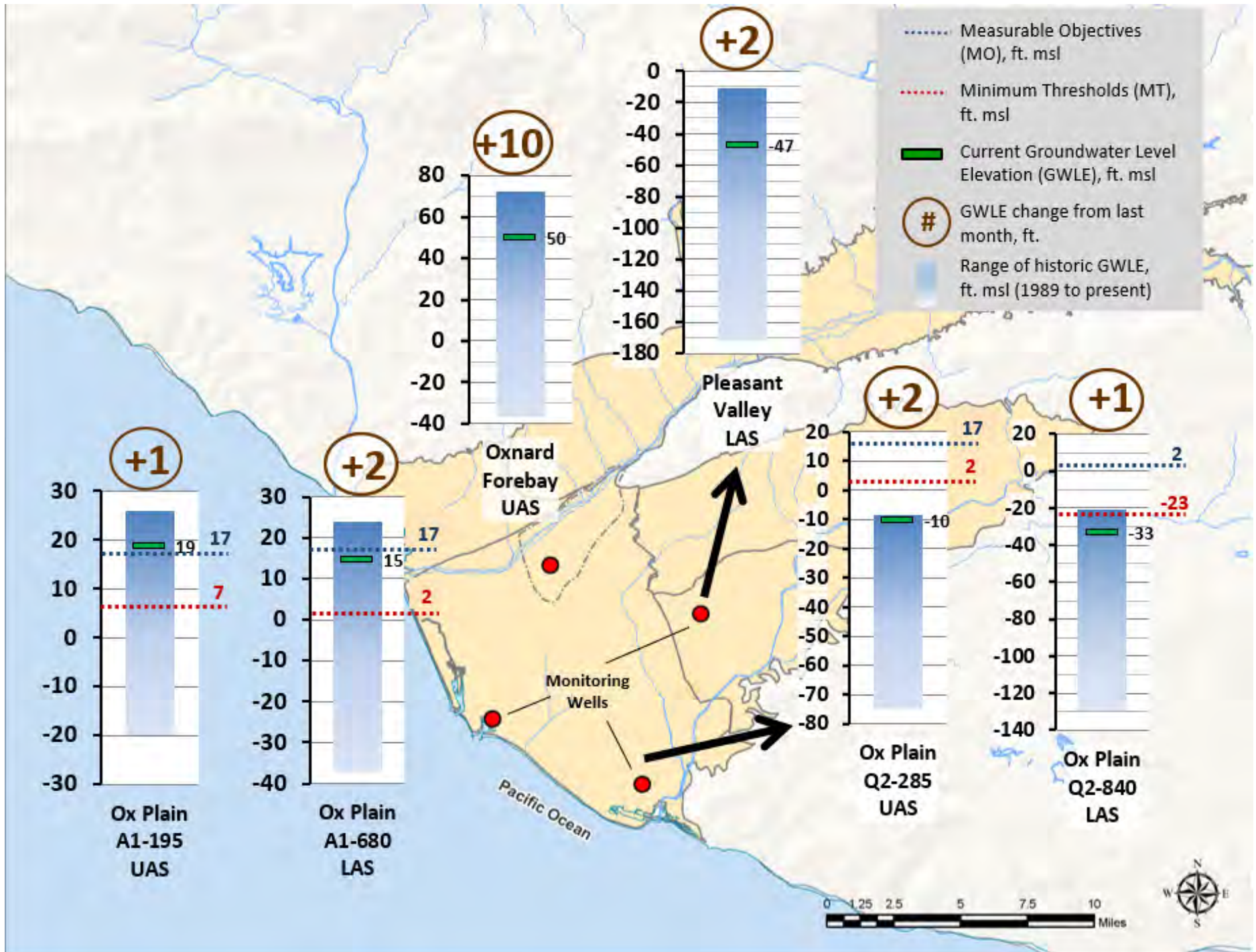




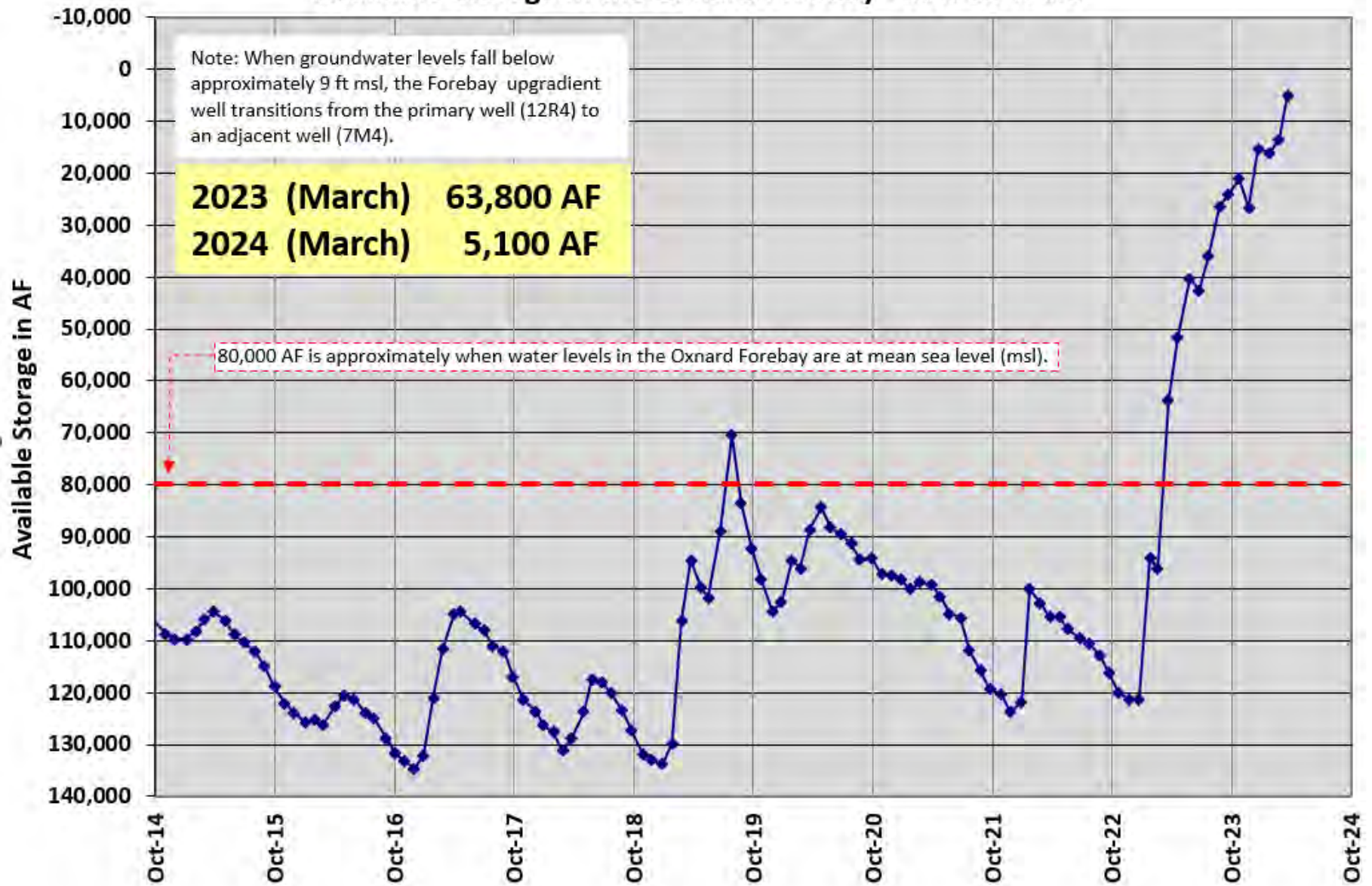
# Water Quality

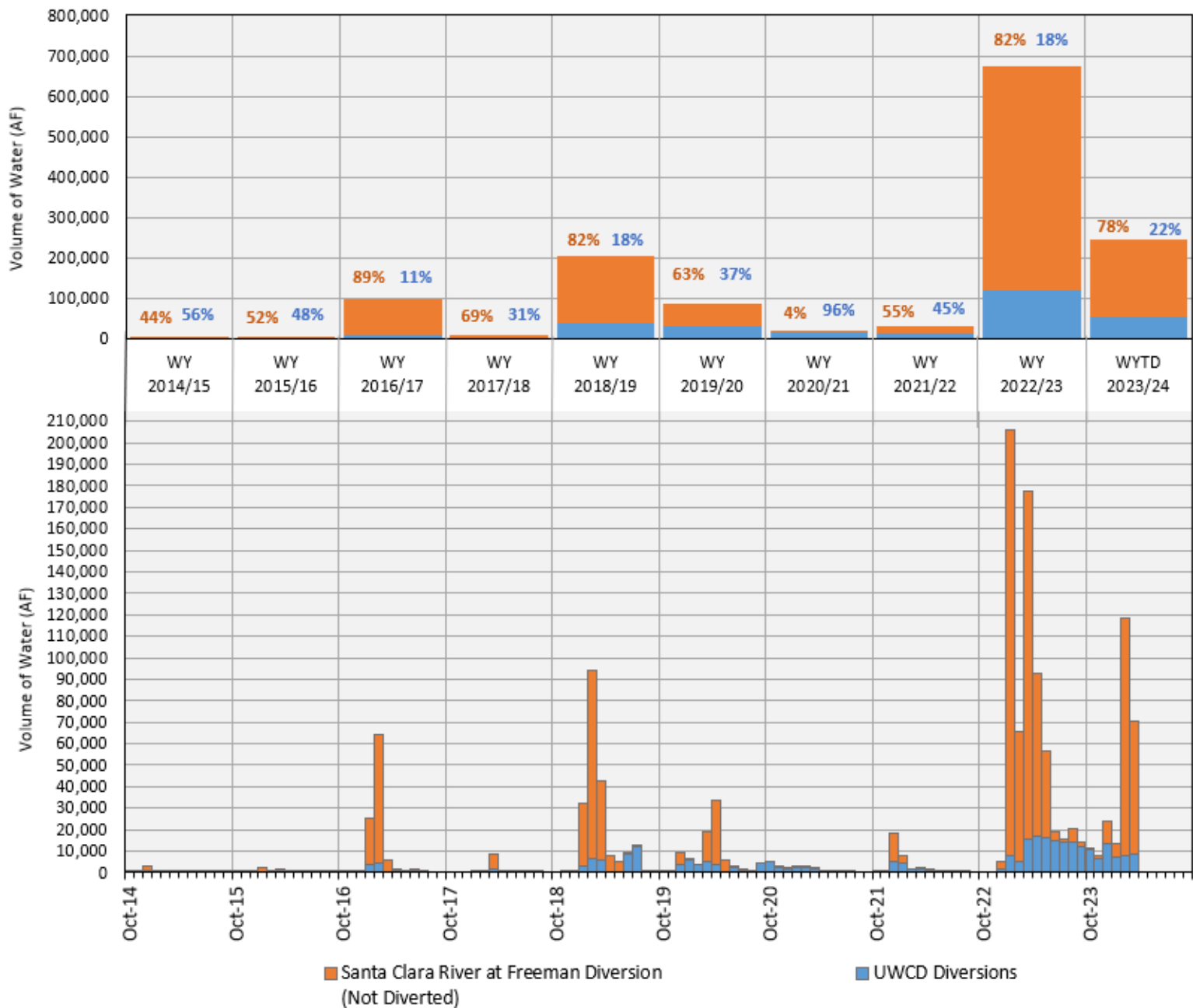






## Available Storage in the Oxnard Forebay - Last 10 Years





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



**Staff Report**

**To:** UWCD Board of Directors

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

**From:** Brian H. Zahn, Chief Financial Officer  
Sara Guzman, Senior Accountant

**Date:** March 27, 2024 (April 10, 2024, meeting)

**Agenda Item:** **3.3 Monthly Investment Report (February 29, 2024)**  
**Information Item**

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**Staff Recommendation:**

Receive and review the most current investment report for February 29, 2024.

**Discussion:**

For informational purposes only.

**Fiscal Impact:**

As shown.

**Attachment:**



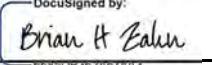
Combined Monthly Investment Report

**United Water Conservation District  
Monthly Investment Report  
January 31, 2023**

<b>Investment Recap</b>	<b>G/L Balance</b>	<b>Weighted Avg Days to Maturity</b>	<b>Diversification Percentage of Total</b>
Citizens Business Bank	9,703,675	1	24.71%
Petty Cash	4,400	1	0.01%
County Treasury	1,884	1	0.00%
LAIF Investments	29,556,987	1	75.26%
<b>Total Cash, Cash Equivalents and Securities</b>	<b>39,266,947</b>		<b>100.00%</b>
<b>Investment Portfolio w/o Trustee Held Funds</b>	<b>39,266,947</b>		
<b>Trustee Held Funds</b>	<b>-</b>		
<b>Total Funds</b>	<b>39,266,947</b>		

<b>Local Agency Investment Fund (LAIF)</b>	<b>Beginning Balance</b>	<b>Deposits (Disbursements)</b>	<b>Ending Balance</b>
	29,258,812	298,175	29,556,987
	<b>Interest Earned YTD</b>	<b>Interest Received YTD</b>	<b>Qtrly Yield</b>
	547,025	798,674	4.00%

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

<p>DocuSigned by:  70D59ECF0D9D48E</p> <p><b>Mauricio E. Guardado, Jr., General Manager</b></p>	<p>On behalf of Mauricio E. Guardado</p> <p align="right">2/28/2024</p> <p align="right"><b>Date Certified</b></p>
<p>DocuSigned by:  70D59ECF0D9D48E</p> <p><b>Anthony Emmert, Assistant General Manager</b></p>	<p align="right">2/28/2024</p> <p align="right"><b>Date Certified</b></p>
<p>DocuSigned by:  00007B032707443</p> <p><b>Brian H. Zahn, Chief Financial Officer</b></p>	<p align="right">2/28/2024</p> <p align="right"><b>Date Certified</b></p>

<b>United Water Conservation District</b>			
<b>Cash Position</b>			
<b>January 31, 2023</b>			
<b>Fund</b>	<b>Total</b>	<b>Composition</b>	<b>Restrictions/Designations</b>
<b>General/Water Conservation Fund:</b>		<b>Revenue collected for district operations</b>	
General/Water Conservation	7,011,942	(6,717,636)	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		4,633,064	Designated for replacement, capital improvements, and environmental projects
		4,134,514	Supplemental Water Purchase Fund
General CIP Funds	14,075,115	14,075,115	Appropriated for capital projects
	5,729,880	5,729,880	Reserved for CIP Projects
<b>Special Revenue Funds:</b>		<b>Revenue collected for a special purpose</b>	
State Water Project Funds	7,880,986	7,880,986	Procurement of water/rights from state water project
<b>Enterprise Funds:</b>		<b>Restricted to fund usage</b>	
Freeman Fund	(2,440,567)	(2,440,567)	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	3,402,104	3,402,104	Appropriated for capital projects
OH Pipeline Fund	(2,136,404)	(2,136,404)	Delivery of water to OH customers
OH CIP Fund	2,260,840	2,260,840	Appropriated for capital projects
OH Pipeline Well Replacement Fund	(122,890)	(122,890)	Well replacement fund
PV Pipeline Fund	982,109	982,109	Delivery of water to PV customers
PV CIP Fund	244,539	244,539	Appropriated for capital projects
PT Pipeline Fund	1,107,227	1,107,227	Delivery of water to PTP customers
PT CIP Fund	1,272,066	1,272,066	Appropriated for capital projects
<b>Total District Cash &amp; Investments</b>	<b>39,266,947</b>	<b>39,266,947</b>	





## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** March 20, 2024 (April 10, 2024, meeting)

**Agenda Item:** 3.4 Standing Committee Assignments and Appointments of Board Representation to Outside Agencies  
Information Item

---

**Staff Recommendation:**

The Board President will designate the 2024 Standing Committees assignments to the Board.

**Attachment:**

A – UWCD 2024 Standing Committee Assignments and Appointments

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## 2024 ROSTER OF COMMITTEES

Effective April 10, 2024

### STANDING COMMITTEES

#### **EXECUTIVE COMMITTEE**

[GM]

Overall responsibility for Governance Issues and HR/Personnel policies

President: Sheldon Berger

Vice President: Lynn Maulhardt

Secretary/Treasurer: Catherine Keeling

Meets as necessary

#### **ENGINEERING & OPERATIONS COMMITTEE**

[AGM, Chief Engineer, Chief Operations Officer]

Projects, Operations, Permits, Planning,

Equipment, Dam Safety, Facilities

Chair: Lynn Maulhardt

Catherine Keeling

Steve Huber

Meets first Thursday of the month

#### **FINANCE & AUDIT COMMITTEE**

[AGM, CFO]

Budgets, Rates, Audit, Appropriations, Policies, and Grant Administration; HR/ Risk Management and IT

Chair: Catherine Keeling

Lynn Maulhardt

Steve Huber

Meets nine days before the Regular Board Meeting

#### **RECREATION COMMITTEE**

[Chief Park Ranger, Senior Park Ranger]

Lake Piru Recreation Area, Park Ranger Staff,

Concessionaire

Chair: Gordon Kimball

Mohammed Hasan

Vacant

Meets first Wednesday of the month

#### **WATER RESOURCES COMMITTEE**

[Chief Engineer]

Groundwater, Surface Water, Water Quality and Modeling, Overdraft, Seawater Intrusion,

Replenishment, FCGMA, GSAs

Chair: Vacant

Mohammed Hasan

Gordon Kimball

Meets first Tuesday of the month

### UWCD REPRESENTATIVES

#### **COALITION OF LABOR, AGRICULTURE AND BUSINESS OF VENTURA COUNTY (CoLAB)**

Sheldon Berger

Mauricio Guardado

Anthony Emmert

#### **FILLMORE AND PIRU BASINS GSA**

Gordon Kimball

Anthony Emmert

#### **FOX CANYON GROUNDWATER MANAGEMENT AGENCY**

Lynn Maulhardt

Alternate: Sheldon Berger

#### **MOUND BASIN GSA**

Catherine Keeling

#### **VENTURA COUNTY AWA BOARD OF DIRECTORS**

Sheldon Berger

Alternate: Steve Huber

#### **VENTURA COUNTY AWA WATER ISSUES COMMITTEE**

Mohammed Hasan

Alternate: Sheldon Berger

#### **VENTURA COUNTY SPECIAL DISTRICTS ASSOCIATION**

Mohammed Hasan

#### **VENTURA WATER COMMISSION**

Mohammed Hasan

#### **REGIONAL DEFENSE PARTNERSHIP**

Steve Huber

Alternate: Mauricio Guardado



## Staff Report

**To:** UWCD Board of Directors

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

**From:** Craig Morgan, Chief Operations Officer  
Randy Castañeda, Operations Supervisor — Water Treatment  
J.D. Smallwood, Operations Supervisor — Water Distribution

**Date:** March 27, 2024 (April 10, 2024, meeting)

**Agenda Item:** 4.1 Operations and Maintenance Department Monthly Report  
Information Item

---

### **Staff Recommendation:**

The Board will receive and file this summary report from the Operations and Maintenance Department regarding its activities for the month of March 2024.

### **1. Water Releases, Diversions**

- Lake Piru rose 1.42 feet in March. Levels peaked at 78,834 acre-feet (AF) of storage and are currently increasing primarily due to storm inflows.
- 8,585 AF of water was diverted by the Freeman Diversion facility in March.
- 5,987 AF of water was delivered to the Saticoy recharge basins in March (metered plus unmetered, including Noble and Rose Basins).
- 2,183 AF of surface water was delivered to the El Rio recharge basins in March.
- 306 of surface water was delivered to the PTP system in March.
- 0 AF of surface water was delivered to C customers in March.
- 0 AF of surface water was delivered to Pleasant Valley County Water District in March.

### **2. Major Facilities Update**

- **Santa Felicia Dam**
    - On March 1<sup>st</sup>, 2024, the lake level was 1051.77 and reached a peak of 1053.62 on March 12, 2024.
    - Santa Felicia Dam release flows varied from 100-400 CFS throughout March due to multiple Migration Releases initiated by rainfall throughout the county.
    - SFD monthly inspection for March is near completion.
    - Saticoy staff assisting with Santa Felicia Dam inspections as part of our cross-training program.
    - Herbicide applications are ongoing and continuing at Santa Felicia Dam and Lake Piru Campgrounds.
-

**Agenda Item: 4.1 Monthly Operations and Maintenance Department Report  
Information Item**

---

- The Lake Piru Ranger Team and SFD staff utilized the new District assigned radios for siren activation training held on Thursday, March 7th at the Piru Spreading Grounds.
- The siren test was held and completed on Friday, March 1<sup>st</sup>.

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

- District staff operated the Freeman Diversion throughout the month of March, harvesting increased Santa Clara River flows due to storm events, accommodating fish ladder by-pass flows, recharging basins, and delivering surface water to El Rio, PTP and PV pipelines.
- Staff performed various heavy equipment operations which included: sediment removal from both Freeman Diversion’s canal bay and head bay, road repairs, brush removal at the Ferro basin for the SCE Land Usage Agreement, and other miscellaneous tasks.
- Herbicide application tasks are ongoing and continuing near the Freeman Diversion and the Saticoy Spreading Grounds, as well as the Noble/Ferro basins.
- Static water levels (distance of water from the well pad to the water table):

	<b>2024</b>	<b>2023</b>	<b>2022</b>
Saticoy	15’	62’	113’
El Rio	59’	129’	136’
PTP	53’-88’	97-115’	105-145’

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

- EL Rio assisted Surface Pump Co. remove EL Rio Gas Eng. 3 pump and readied it for transport to Bakersfield shop for rehabilitation work.
- EL Rio operators performed preventative maintenance work on EL Rio VFD 16” check valves.
- Staff started to work on replacing worn piping and fittings for EL Rio Gas Eng. 3.
- Staff continued pumping water out of EL Rio spreading basins to dry them out so earthwork could be performed to improve percolation rates.
- Staff started to work on leveling and grading OH Well 20 site.
- Staff worked on obtaining quarterly FCGMA flow meter documentation for UWCD wells.
- EL Rio team replaced faulty pressure transducer on 30” OH pipeline.

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

- PVCWD received surface supply from Conejo Creek Project and received highly treated recycled water from the City of Oxnard’s Advanced Water Purification Facility (AWPF).

## **Agenda Item: 4.1 Monthly Operations and Maintenance Department Report Information Item**

---

- 12% sodium hypochlorite injection continues at Saticoy's Moss Screen facilities for quagga mussel control. Temporary storage tank for this chemical was removed off site.
- Staff performed entry into the Pleasant Valley Limitorque vault for removal of accumulated rainwater and inspection of electronic valve actuator.
- **Pumping Trough Pipeline (PTP)**
  - During the month of March, the PTP system demand was met primarily with surface water.
  - Staff went through annual inspection of PTP Reservoir site with County of Ventura Environmental Health inspector.
  - Staff performed entry to PTP main line meter for removal of accumulated rainwater and inspection of electrical connections to flow meter.
  - EL Rio operators conducted quarterly testing of emergency generators for all PTP well and reservoir sites.
  - Staff relocated old PTP reservoir sodium hypochlorite to Saticoy Moss Screen site.
- **Control Systems**
  - Disconnect of old breakroom trailer
  - LOTO for Gas Engine #3 for maintenance work
  - Replaced SAT Well #3 PLC
  - Installed effluent pump for tank at the Moss screen
  - OH VFD Main Manifold Pressure Transducer Replaced
  - Provided Electrical Safety Training – Safety Meeting
  - OH 17 Well back in service after power board failure
  - Engineering trailer electrical pole removed
  - LOTO for Gas Engine #2 to support maintenance work
  - PTP-4 Cabinet Rehab and Rebuild completed - Great Job Andy!
  - FeMn building MCC has been cleared
  - LOTO for SAT Well #1 to support well Rehab
  - El Rio TID cabinet upgrade. New UPS and power distribution
  - SFD SIP Dam Siren Test retake completed. SOP Updated
  - Replaced Effluent Pump at Floc Bldg.
  - Supporting LVMWD with Electrician interviews
- **Lake Piru Water System**
  - All chlorine residuals and turbidity readings for the drinking water system were within proper ranges for March.
  - 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.
  - Basic maintenance and inspections are ongoing and continuing.

**3. Operations and Maintenance Projects Update**

- EL Rio responded to PTP air vacuum being run over after hours on Rice Ave.
- EL Rio operators went through in-house quarterly SCBA and B-Kit training.
- Staff completed and emailed quarterly Stage 2 DBP report to DDW.
- Staff assisted General Pump Co. Remove Saticoy Well 1 pump assembly.
- EL Rio operators performed monthly calibrations of EL Rio chlorine and ammonia leak detectors.
- Staff conducted earthwork on some of the EL Rio recharge basins.
- EL Rio operators readied OH Well spare motor for shipment to Demaria Electric Co. for electrical rewind work.
- Staff poured cement pads at miscellaneous locations in EL Rio.
- EL Rio operators assisted safety contractor with the annual flow test of SCBA air regulators.
- Saticoy and SFD staff united to complete a major spraying operation at the Santa Felicia Dam and Lake Piru campgrounds.
- Saticoy pond "O" scraping efforts at 100% completion.

**4. Other Operations and Maintenance Activities**

- Staff continued oversight of the chemical injection process at the Moss screen for quagga control.
- Monthly bacteria samples were obtained for the PTP system.
- Monthly meter readings were obtained for OH, PTP and PV pipelines.
- Staff completed and electronically transmitted the monthly OH Surface Water Treatment Rule 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.
- Saticoy and El Rio staff United to complete the placement of the new Sodium Hypochlorite storage tank at the Moss Screen building as part of our Quagga Control Program.

**5. Safety and Training**

- Tailgate safety meetings were conducted at all individual O&M field locations and the topic included refresher training on equipment used at the various O&M locations; specifically, tailgate safety meetings were conducted prior to every commencement of maintenance activities at the Freeman Diversion.

**Attachment:** Operations Log for March.

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## **Staff Report**

**To:** UWCD Board of Directors

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

**From:** Michael T. Groeneveld, Park Ranger I and  
Kathryn Prado, Lake Piru Administrative Assistant

**Date:** March 21, 2024 (April 10, 2024 meeting)

**Agenda Item:** 4.2 Park and Recreation Department Monthly Report  
**Information item**

---

### **Staff Recommendation:**

The Board will receive and file this staff report from the Parks and Recreation Department regarding its activities for the month of February and March 2024.

### **Discussion:**

During the month of February and March, the lake received approximately 17.42 inches of rainfall. Bringing the season total to 23.01 inches. Staff continued working on projects throughout the park. Major progress has been made on the store; Rangers constructed a new partition wall inside the store to divide the storefront from storage area. Ranger staff also demolished a secondary partition wall dividing two public restrooms previously utilized in 2011. This area will be used to store merchandise and other essential equipment. Staff is hard at work getting the building ready for customers.

In February, ranger staff attended the monthly Board meeting where General Manager, Mauricio Guardado announced several well-earned promotions. At this meeting, Bernard Riedel was also introduced as the new Senior Park Ranger. Bernie will fill a vital role in the District as the new manager of Lake Piru.

Throughout March staff held several interviews to fill positions for kiosk staff. Staff had the opportunity to meet several great candidates and look forward to working with them this summer. Staff also made public listings on social media sites in hopes of finding new volunteer camp hosts.

### **Staff Tasks and Activity Highlights**

- **February 29<sup>th</sup>:** Ranger staff was fit tested for respirators. Since Ranger staff regularly work with and around hazardous conditions, ensuring they have access to safety equipment is vital.
-



## 4.2 Monthly Park and Recreation Department Report

Page 2

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- **March 7<sup>th</sup>:** Ranger staff was trained on how to use the soon to be acquired county radios.
- **March 1<sup>st</sup> & 7<sup>th</sup>:** Ranger staff and O&M staff tested the Dam Evacuation Siren in the town of Lake Piru. On the first of the month, ranger staff were unable to activate the siren using Truck 61 and had to resort to a backup alternative. On the 7<sup>th</sup>, ranger staff again tested truck 61 with our Risk and Safety manager Tony Huynh. Ranger staff was successful in activating the siren using truck 61.
- **March 2<sup>nd</sup>:** The already damaged marina suffered further severe damage with the high winds that affected the county. The gangway connecting the marina to land was broken into a 90-degree angle. Staff removed the gangway entirely and are using it as a temporary courtesy dock for the patrol vessels. Work is being done to reconnect the marina and gangway to recover utilization of the marina.
- **March 5<sup>th</sup>:** A new roof was installed on the store utilizing outside contractors. The roof was long overdue for a new set of shingles. With all the work being done on the inside, it's best to protect that investment with a new roof.
- **March 15<sup>th</sup>-25<sup>th</sup>:** Ranger staff have been utilizing the drone to take photos of the spillway to monitor seepages. The main concern was possible lake water intrusion but with the apparent drying of the spillway is indicative that these seepages are related to the wet conditions the lake and surrounding county has been experiencing. These photos were sent to engineering and eventually reported to FERC.
- **March 16<sup>th</sup>:** Staff hosted a monthly event for Happy Campers, an Alcoholics Anonymous group who has been hosting monthly recovery meetings for residents of Los Angeles County for more than twenty years.
- **March 18<sup>th</sup>:** Patrol boat #2 was taken in for repairs. While assisting divers in scraping for quagga mussels the boat was experiencing significant mechanical issues. Boat #2 is an older vessel and is starting to show its age in terms of the number of repairs needed.
- **March 24<sup>th</sup>:** American Bass Association hosted a bass fishing tournament. This tournament generated approximately \$500.

### Staff Training/Meetings/Events

- **Weekly throughout February and March:** Staff completed training in case law, law enforcement policies, and procedures from District vendor Lexipol.
  - **Weekly throughout February and March:** Staff completed safety training from District vendor Target Solutions.
  - **Throughout February and March:** Park Ranger Michael Groeneveld started and is continuing an Emergency Medical Technician (EMT) class. This class prepares individuals to provide emergency medical care and transportation to critical and emergent patients who access the EMS system. EMTs possess the fundamental knowledge and skills necessary to stabilize and safely transport patients, ranging from non-emergency and routine medical transports to life-threatening emergencies.
-

## 4.2 Monthly Park and Recreation Department Report

Page 3

### Revenue and Visitation Recap

2024 Day Use/Other Revenue Recap and Comparison	
2024 Day Use/Other Revenue (Jan 1 – Mar 21)	\$42,978
2023 Day Use/Other Revenue (Jan 1 – Mar 21)	\$22,859
Total Revenue Increase/Decrease from Prior Year	<b>\$20,119</b>
Annual Increase/Decrease %	<b>46.81%</b>
2024 Camping Revenue Recap and Comparison	
2024 Camping Revenue (Jan 1 – Mar 21)	\$88,460
2023 Camping Revenue (Jan 1 – Mar 21)	\$71,342
Total Revenue Increase/Decrease from Prior Year	<b>\$17,118</b>
Annual Increase/Decrease in %	<b>19.35%</b>
Total Combined Revenue Current and Previous Year Comparison (2024 vs. 2023)	
2024 All Revenue (Jan 1 – Mar 21)	\$131,438
2023 All Revenue (Jan 1 – Mar 21)	\$94,201
Total Revenue Increase from Prior Year	<b>\$37,237</b>
Annual Increase/Decrease in %	<b>28.33%</b>

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

2024 Total Visitation Figures				
Month	# People	# Vehicles	# Vessels	Pets
January	1,650	662	74	6
February	1,591	613	57	22
March	2,495	1,214	191	7
<b>Total</b>	<b>5,736</b>	<b>2,489</b>	<b>322</b>	<b>35</b>

### Incidents/Arrests/Medicals

- Nothing to report.

### Citations/Enforcement Summary

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

### Grants

- Nothing to report.



## **Staff Report**

**To:** UWCD Board of Directors

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

**From:** Dr. Jason Sun, Supervisory Water Resources Engineer  
Murray McEachron, Hydrologist Supervisor  
John Lindquist, Water Resources Supervisor

**Date:** March 29, 2024 (April 10, 2024, meeting)

**Agenda Item:** 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) **Information Item**

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### **Staff Recommendation:**

That Board members receive a report on Water Resources Department activities for the month of March 2024, including a summary of the activities of the Santa Paula Basin (adjudicated) Technical Advisory Committee and three local Groundwater Sustainability Agencies (Fox Canyon Groundwater Management Agency, Fillmore and Piru Basins GSA, and Mound Basin GSA).

### **Discussion:**

#### **Staff Activities**

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

- Groundwater Modeling:
    - Staff are validating the UWCD flow model with data from January 2016 through September 2022. Initial validation efforts indicate that the UWCD flow model is well calibrated in general. Local re-calibrations were performed.
    - Staff are modeling GSP baseline scenarios for FCGMA.
    - Staff communicated through emails and meetings, with FCGMA staff and their consultant, DUDEK, on the modeling support efforts utilizing the updated Coastal Plain Model. Data gaps were discussed including hydrological data, modeling data requirements and deliverables.
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**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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- Staff are assisting FCGMA staff and their consultant, DUDEK, in the process of requesting GSP-related data from local cities and agencies.
- Staff are assisting the City of Ventura in preparing a new professional consulting service agreement to evaluate more injection and recovery for indirect potable reuse (IPR) scenarios with United's groundwater model.
- Staff are working on the subsidence model calibration.
- Hydrology:
  - Staff are coordinating with Operations and Environmental Department staff on the implementation of bypass flows at the Santa Felicia Dam and Freeman Diversion.
  - Staff continued to provide input on operational decisions at Freeman Diversion to manage sediment accumulation near the intake structure, maximize diversions, and comply with regulatory requirements.
  - Staff continued to assist the Environmental Services and Engineering Departments in evaluating fish passage design modifications under consideration for United's Habitat Conservation Plan (HCP),
  - Staff continued to coordinate with operations at Saticoy and El Rio to maintain optimum percolation rates for the facilities.
  - Staff submitted aggregated farm-gate delivery annual report to DWR.
  - Staff worked on scope and Board resolution for Flood Diversion and Recharge Enhancement (FDRE) funding.
  - Staff provided surface water model inputs for the GSP modeling update.
  - Staff performed an evaluation of enhancing recharge from El Rio to the Woolsey Basin.
- Hydrogeology:
  - Staff continued collecting groundwater elevation and quality data throughout the District's service area, followed by quality control, evaluation, and reporting activities as required or requested to support water resources management by United and other entities within our service area.
  - Staff submitted an annual report to FCGMA of United's surface water deliveries during WY 2023, in accordance with the provisions of the Santa Clara River flex allocation as required in the Oxnard-Pleasant Valley Allocation Ordinance.
  - Staff continued to participate in planning and execution of Phase 1 of the EBB Water Project, including selecting a contractor and planning for permitting for new monitoring wells, planning a geotechnical investigation at the project site, assisting with evaluation of alternative extraction well sites, working with DWR's grant administrator, planning for extraction well drilling

- permits, and assisting with review of a real-estate agreement with the Navy for future extraction wells.
- Staff continued working with the State Water Resources Control Board to develop an appropriate scope of work for the Prop 1, Round 3 grant in support of the EBB Water Project.
- Staff provided input to FCGMA on proposed new allocation ordinance language regarding conjunctive-use of groundwater and surface water in the Oxnard and Pleasant Valley Basins.
- Staff supported the O&M Department with completion and submittal of forms required by the Division of Drinking Water (DDW) to operate El Rio well #20 for municipal supply.
- Staff continued supporting development of responses to DWR's comments on the GSPs for the Fillmore and Piru Basins.
- Staff collated data as directed by United's legal counsel in response to Public Records Act requests received.
- Staff aided the Finance Department in forecasting groundwater extractions in United's service area during fiscal years 2023-24 and 2024-25, for budget planning purposes.
- Staff provided information to California's Geologic Energy Management Division (CalGEM) as requested to better define the base of the freshwater aquifer system in the Oxnard Basin.
- Staff reviewed geologic information at Freeman Diversion to verify the nature and depth of bedrock at the foundation of United's grade control structure in the Santa Clara River.
- Staff began preparing figures and text for the annual report to FCGMA on groundwater conditions in the Forebay area, as required by FCGMA under the Recycled Water Pumping Allocation Ordinance.
- Staff provided input to United's General Manager and our legislative consultants on a proposed bill that would impose new requirements for permitting certain water-supply wells.
- Staff continued supporting United's legal counsel with technical information related to the OPV adjudication.
- Outreach and Education
  - Staff attended a webinar titled "Seizing the Wet Years" on conjunctive use opportunities State-wide.
  - Staff attended an informal working group meeting with other agencies focused on seawater intrusion extraction barrier development in California.
  - Staff gave presentations to AWA-Ventura County and CoLAB on WY 2023's impacts on water-supply, as well as concerns regarding potential future

limitations on our operations resulting from proposals or recommendations from regulatory agencies.

- Staff met with Santa Clarita Valley (SCV) Water staff to coordinate on water issues affecting the Santa Clara River Valley.
- Staff participated in “meet the expert” interviews with CV Strategies.
- Staff continued supporting development of an expanded STEM educational outreach program at Lake Piru.

### **Fox Canyon Groundwater Management Agency (FCGMA)**

Staff continue to monitor and, where appropriate, participate in the FCGMA’s groundwater sustainability planning and implementation efforts in the Oxnard, Pleasant Valley, and West Las Posas Valley Basins. United staff continued to meet periodically with FCGMA staff and other stakeholders to analyze benefits and impacts of water-supply projects in support of developing a sustainable, resilient water-supply portfolio for the service areas of both agencies, and to conduct modeling for the 5-year update of the Oxnard and Pleasant Valley Basin GSPs. United staff also attended and, where appropriate, contributed to, FCGMA Board and Committee meetings, as follows:

*Board of Directors meetings* – The FCGMA held a special Board meeting on March 8, which consisted primarily of a closed session to discuss the legal issues and to select an Interim Executive Officer for the FCGMA. The Board announced that Arne Anselm was appointed to the Interim Executive Officer position.

The FCGMA held a regular Board meeting on March 27, which included the following notable agenda items:

- The Board adopted amended language to the OPV Allocation Ordinance that provides additional “flex allocations” (opportunities for conjunctive or coordinated use of groundwater, surface water, and other sources of water) for entities that import water from Calleguas MWD or can demonstrate a beneficial conjunctive use of water from other sources. FCGMA staff and legal counsel prepared the amended language in response to a Court order resulting from a lawsuit filed by the City of Oxnard. The Board voted to approve the amended language as presented by staff.
- The Board received a presentation from Agency legal counsel regarding the upcoming April 1 due date for filing a response to the OPV groundwater adjudication.
- The Board made appointments and assigned committee members for 2024 as follows:
  - Chair—Director West
  - Vice chair— Director Long
  - Ops Committee— Directors Maulhardt and Borchard
  - Fiscal Committee— Directors West and Trembley

- The Board received a presentation from Agency staff regarding an updated timeline for deliverable due dates and public Workshops for the 5-year evaluations of the GSPs for the Oxnard and Pleasant Valley Basins. The evaluations are due to be submitted to DWR in January 2025, and will require submittal of updated, redlined GSPs. Groundwater model forecasts of future groundwater conditions in the basins, with and without new water-supply projects proposed by United and other agencies, are being developed by United staff. Results of the groundwater modeling will be a key component of the GSP evaluations.
- The Board received an update from Chair West on potential options under consideration for staffing the FCGMA in the future and authorized the FCGMA's Executive Committee to retain a consultant to perform an initial comparative cost analysis on alternative staffing models.
- The Board approved a resolution of appreciation for retiring FCGMA Executive Director (and Ventura County Public Works Director) Jeff Pratt.

The next regular Board meeting is scheduled for April 24 at 12:30 p.m.

### **Fillmore and Piru Basins Groundwater Sustainability Agency (FPBGSA)**

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

*Board of Directors meetings* – The FPBGSA held a Board meeting on March 21, which included the following notable agenda items:

- The Board received a presentation from Daniel B. Stephens and Associates summarizing edits made to the WY 2023 Annual Reports to DWR (required under SGMA).
- The Board received a presentation from Daniel B. Stephens and Associates and United staff summarizing the Agency's progress toward addressing the findings, comments, and recommendations received from DWR on the Fillmore and Piru Basin GSPs.
- The Board formed an Ad Hoc Committee for interacting with DWR regarding the required amendment of the Fillmore and Piru Basin GSPs.
- The Board approved preparation and submittal of letters of concern to the California Regional Water Quality Control Board-Los Angeles and Cal Recycle regarding increased leachate discharges from the Chiquita Canyon Landfill.

The next FPBGSA Board meeting is scheduled for April 18 at 4:00 p.m.

### **Mound Basin Groundwater Sustainability Agency (MBGSA)**

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

**Agenda Item: 4.3 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs) Information Item**

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*Board of Directors meetings* – The MBGSA cancelled their March Board meeting. The next MBGSA Board meeting is scheduled for April 22 at 1:00 p.m.

**Santa Paula Basin Technical Advisory Committee (TAC)**

Staff continue to participate in the Santa Paula Basin TAC in support of the Santa Paula Basin Judgment and in conformance with SGMA reporting requirements for adjudicated basins, as follows:

- Staff submitted the adjudicated-basin annual data package required by DWR.
- The Santa Paula Basin Annual Report for CY and WY 2022, as required under the Judgment, was submitted to the Court.





### Staff Report

**To:** UWCD Board of Directors

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

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

**Date:** March 27, 2024 (April 10, 2024, meeting)

**Agenda Item:** **4.4 Administrative Services Department Monthly Report**  
**Information Item**

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#### **Staff Recommendation:**

The Board will receive this staff report from the Administrative Services Department about its activities for March 2024.

#### **Discussion:**

##### **Finance**

- Departmental, AGM, and GM budget reviews completed.
- Preliminary budget with rates has been prepared.
- 2022-23 audit is concluding and ACFR is being prepared.
- Applying for state and local tax permits required for Lake Piru store.

##### **Administrative Services**

- Provided administrative assistance for drafting, finalizing, distributing/posting materials, and room set up for the following Committee meetings: Executive (Mar. 4 and 20), Finance and Audit (Mar. 4), Water Resources (Mar. 5) Engineering and Operations (Mar. 7), as well as the regular Board of Directors meeting (Mar. 13); and additionally, Fillmore and Piru Basins Groundwater Sustainability Agency meeting (Mar. 21) held at the City of Fillmore.
  - Coordinated logistical support with room and beverage setup for the following outside agency meetings: AWA VC Board of Directors (Mar. 7), USDA Natural Resource Conservation Service (Mar. 15), AWA Water Issues Committee (Mar. 19), and AWA Waterwise Breakfast (Mar. 21).
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#### 4.4 **Administrative Services Department Monthly Report** **Information Item**

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##### **Human Resources**

- Pending Recruitments:
  - Technology Systems Intern – position will close March 24; initial interviews scheduled for March 28.
  - Seasonal Park Ranger Assistants – multiple interviews held, anticipate hiring of five to seven assistants for busy season of operations.
  - Associate Engineer – initial interviews held; follow-up tours scheduled for March 27 and April 9.
  - Associate Environmental Scientist – position posted on March 19 and will close on April 14.
- New Hire:
  - Engineering Assistant selection pending background completion.
- Created and distributed Total Compensation Reports for all full-time employees.
- Conducted an employee survey for interest in wellness platform.
- Attended UCSB Internship Mixer for recruiting and college outreach.
- Met with Lincoln to review 2023 457 plan data and performance.
- Attended a demo for a learning management system to potentially enhance employee staff training.
- Assisted Operations and Maintenance staff member Genaro Rios in preparing retirement paperwork.

##### **Safety and Risk Management**

- Conducted test of dam siren with new radios programmed by County IT alongside SFD Operations and Rangers team.
- Conducted monthly safety meeting at HQ, with the emphasis on Electrical Safety in partnership with Control Systems team.
- Coordinated the FERC Security Branch Spring Webinar internal participation and registered the District for the Dams Sector Information Sharing Drill in May (focusing on physical and cyber security).
- Attended SDRMA Workshop Going Beyond Managing Safety, Manage Risk covering both foundational and advanced risk management techniques.
- Attended SDRMA Education Day and re-earned the safety specialist certificate, which provide more than \$22,000 in cost-savings to annual insurance premiums.
- Visited Lake Piru alongside Chief Operations Officer in order collect additional data in response to FEMA's Request for Information (RFI) from their Environmental and Historic Preservation review team on the January 2023 Winter Storm disaster recovery effort.

##### **Technology Systems**

- At the outset of the month, we welcomed two tech interns into our department, a move that not only signifies our commitment to fostering new talent but also enhances our team's capacity to address the district's technological needs. Our unwavering dedication to orchestrating workshops and committee meetings underscores our integral role in realizing the district's strategic objectives. Through these efforts, we continue to demonstrate our pivotal contribution to the district's ongoing success and operational advancements.

#### 4.4 **Administrative Services Department Monthly Report** **Information Item**

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The following is a quick summary of the month's efforts:

- **Committee and Workshop Support:**
  - The Technology Systems Department has provided unparalleled IT support to UWCD committees, crucial for the facilitation of strategic initiatives.
  
- **System Enhancements and Cybersecurity:**
  - The department has undertaken system upgrades to strengthen our network and security system, enhancing our cybersecurity landscape to minimize the risk of a sophisticated cybersecurity threat.
  - A disaster recovery simulated exercise is being planned by a UWCD staff committee composed of various departments, serving as a crucial exercise to test and affirm the resilience of our business continuity strategies in real-world scenarios.
  - Advancements in the Lake Piru store retrofit is underway, including the procurement of essential computer monitors and coordination for the establishment of comprehensive networking services, projected for completion in April.
  - A new system for distributing e-newsletters via the unitedwater.org domain has been established, in line with requests from the district marketing and media team.
  - Aligning with the General Manager's strategic vision, our department has initiated the CalNet ISP program, with preliminary site surveys completed and detailed project discussions set to commence in the next month.
  
- **Service Desk Operations and Collaboration:**
  - The service desk's performance this month has been exemplary in terms of efficiency and collaborative effort.
  - There are 58 tickets in various stages of resolution. Only 12 were new requests.
  - None of the tickets are high-priority tickets, indicating that all critically important matters have been rapidly addressed throughout the month.



**Staff Report**

**To:** UWCD Board of Directors

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

**From:** Maryam A. Bral, Chief Engineer  
Robert J. Richardson, Principal Engineer  
Nathan Summerville, Senior Engineer  
Adrian Quiroz, Engineer  
Kaili Taniguchi, Engineer

**Date:** March 26, 2024 (April 10, 2024, meeting)

**Agenda Item:** 4.5 Engineering Department Monthly Report  
**Information item**

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**Staff Recommendation:**

The Board will receive and file this summary report from the Engineering Department regarding its activities for the month of February 2024.

**Discussion:**

1. Santa Felicia Dam Safety Improvement Project
    - Spillway Improvement Project  
No update to report.
    - Outlet Works Improvement Project
      - Board of Consultants (BOC) Meeting No.9 for the 100% design package has been tentatively scheduled for August 20-21, 2024. The 100% design package will be submitted to FERC, DSOD and the BOC at least two weeks prior to the BOC meeting.
    - Design PFMA – 90% Outlet Works and 60% Spillway
      - Design PFMA Workshop - The design PFMA workshop was conducted at District HQ from January 22 - 25, 2024, and two virtual overflow days were conducted on February 2, 2024, and February 5, 2024. An additional 8-hour overflow session was required which was held on March 11, 2024, to finalize the PFMs that were identified but could not be fully developed during the previous workshops in January and February. A Design PFMA Summary Report will be prepared by Black and Veatch (BV) and submitted to the District for review in April 2024.
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#### 4.5 **Monthly Engineering Department Report** **Information Item**

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- FERC License Amendment Application, NEPA Documentation and the Endangered Species Act Section 7 Consultation
    - Please see the monthly Environmental Services Department staff report for additional updates. report.
  - Loan and Grant Applications
    - Staff and the Grant Task Force (GTF) responded to multiple requests regarding the 2023 FEMA Flood Mitigation Assistant (FMA) grant sub-application. The final copy of the sub-application was resubmitted to Cal OES on February 12, 2024. Cal OES informed Staff via an email on March 6, that Cal OES submitted our sub-application to FEMA for review and funding consideration. If considered for funding, the FEMA FMA grant will support the design and construction of the Spillway Improvement Project.
2. Condor Point Improvement Project
- Notice of Completion for the Condor Point Improvement Project by MDJ Management was recorded with the Ventura County Clerk Recorder on March 05, 2024.
  - Notice of Completion for the Condor Point Swim Beach Project by MDJ Management was recorded with the Ventura County Clerk Recorder on March 05, 2024.
3. Lake Piru Recreation Area Facility Improvement Project (FIP)
- A Professional Consulting Services (PCS) agreement between United and Stantec for development of the 30% design of the FIP was executed on March 20 following the board approval of the contract at the March 13 Board of Directors meeting. A kick-off meeting with Stantec has been scheduled for March 27, 2024.
4. Freeman Diversion Expansion
- Staff continue to meet with the special advisors and consultants to provide data to be used in their sediment model.
  - Staff met with National Marine Fisheries Service and California Department of Fish and Wildlife technical staff to discuss the impacts of recent storms on the geomorphology downstream.
  - GEI delivered a progress print of the construction package to United staff for review and comment.
5. Iron and Manganese Treatment Facility
- GSE has submitted approximately 387 out of a total of 412 submittal packages anticipated for the project (many remaining submittals relate to project close-out). HDR and KJ have provided responses on approximately 380 submittal packages including a requirement to comply with the Buy American Act (BAA).
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#### **4.5 Monthly Engineering Department Report Information Item**

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- GSE has submitted approximately 149 RFIs to date. HDR, KJ and the District have been providing responses and two RFIs (Nos. 144 and 148) are currently open.
- Forty-Two (42) Change Orders (COs) have been fully executed to date amounting to a net total of \$1,473,222.18. This represents approximately 15.8% of the original contract amount (\$9,342,900). Four (4) of these COs amounting to \$662,910.19 or 7.1% of the original contract amount are directly related to compliance with the BAA which is a federal grant requirement (the project was not originally bid with this requirement in place) and \$810,311.99 or 8.7% of the original contract amount is related to all other COs that have resulted in additions or modifications to the original scope of work.
- GSE's work in this reporting period included the following:
  - Punchlist Items
  - Regular Filter Backwashing
  - Removal of defective 24" Filtered Water Butterfly Valve for inspection and reconditioning (Figure 1).
- The facility startup and testing activities will continue for a period of three months to comply with the Division of Drinking Water (DDW) requirements for demonstrating full treatment efficacy.

#### **6. PTP Metering Improvement Project**

- Total number of meters installed: 53 of 60 or 88.3% complete.
- Easement acquisition completion: 33 of 41 obtained or 80.5% complete (no change).
- Task Order No. 3 with Hamner, Jewell and Associates was prepared in the amount of \$7,700 to assist in the acquisition of eight (8) outstanding utility easement deeds:
  - One (1) partially signed (Turnout No. 120)
  - Six (6) that are under advisement by the property owner's legal counsel (Turnout Nos. 107, 142, 144, 145, 150, 156)
  - One (1) that has been rejected by the property owner (Turnout No. 154)

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

- March 11<sup>th</sup> - MKN Associates submitted the draft 60% design plans and specifications related to the pipeline. Staff reviewed and provided comments.
  - March 14<sup>th</sup> - Staff and the GM discussed the draft UWCD-PVCWD recycled water agreement and rate structure.
  - March 19<sup>th</sup> – UWCD and PVCWD staff met to discuss the draft recycled water delivery agreement and rate structure.
  - March 21<sup>st</sup> – UWCD and MKN met to discuss next steps in the pump station design.
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#### 4.5 **Monthly Engineering Department Report** **Information Item**

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- Staff completed their review of the draft Initial Study Mitigation Negative Declaration (IS-MND) and submitted comments to Rincon Consultants. The draft IS-MND is expected to be issued for public review and comments in April.
8. Rice Avenue Grade Separation Project and Impact on PTP
- No update to report.
9. State Water Project (SWP) Interconnection Pipeline Project
- No update to report.
10. Freeman Conveyance System Upgrade - Freeman to Ferro
- A contract for preparing environmental documents in compliance with the California Environmental Quality Act (CEQA) was executed with Rincon Consultants for \$67,091. The CEQA documents are in support of the Vineyard Avenue Crossing.
  - The fully executed construction contract for the Inverted Siphon Replacement Project was provided to Granite Construction.
  - The California Department of Water Resources has funding available to support bypass pumping efforts during construction of the Inverted Siphon Replacement. See Motion Item 3.1 for additional information.
  - Amendment 3 to the Professional Services Agreement with Northwest Hydraulic Consultants was executed to extend the performance period to support the Three Barrel Culvert Replacement project design and permitting efforts.
11. Extraction Barrier and Brackish Water Treatment Project
- Agreements:
    - On March 13, 2024, the Board of Directors awarded a construction agreement to ABC Liovin for construction of new monitoring wells at NBVC Point Mugu.
    - On March 20, 2024, the fully executed MOD 1 to the monitoring well license agreement with the Navy was received.
  - Grants:
    - The District is currently working with the State Water Resources Control Board (SWRCB) Division of Financial Assistance (DFA) staff in development of a grant agreement for the \$8,449,062 Groundwater Grant Program (GWGP) grant that was approved on March 6, 2023, for the Phase 1 project. Execution of the grant agreement is anticipated by April 2024.
  - Design:
    - On March 12, 2024, a Laguna Road Bridge Outfall design workshop was conducted between K/J and ESA.
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#### **4.5 Monthly Engineering Department Report Information Item**

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- CEQA/NEPA/Permits:
  - Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.
- Geotech/Hydrogeology:
  - On March 22, 2024, a coordination meeting between Earth Systems and K/J was conducted to discuss boring and CPT tests at Laguna Road Bridge culverts.
- Land Surveying:
  - On March 20, 2024, an agreement with Encompass Consultant Group, Inc. (ECG) was executed for land surveying services.
  - On March 22, 2024, an introductory meeting between NAVFAC and ECG was conducted. Topographic survey field activities are currently scheduled to start on April 8<sup>th</sup>, 2024.

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

- District staff have identified potential non-destructive testing technology to inspect a portion of the OH Pipeline during a planned shutdown in December 2024.

#### **13. OH Water Well No.20**

- Notice of Completion for the Construction of OH Well No.20 by Bakersfield Well & Pump Company was recorded with the Ventura County Clerk Recorder on March 05, 2024.
- Notice of Completion for the Construction of OH Well No.20 Pump and Motor by General Pump Company was recorded with the Ventura County Clerk Recorder on March 05, 2024.
- Staff submitted application for DDW Permit Amendment on March 15, 2024. DWR issued New Source Code for OH Well No. 20; CA5610046-032-032, on March 18, 2024. Final inspection by DDW is still pending.

#### **14. OH Well 14 Energy Efficiency Upgrade**

- The District's consultant MNS has provided the draft geotechnical report and draft Preliminary Design Report to Staff for review.

#### **15. California American Water (CalAm) Emergency Use Interconnection to the OH Pipeline**

- CalAM is planning to start work in Simon Way in June 2024. The District and CalAM will closely coordinate the construction activities related to the emergency connections to the OH Pipeline that requires the OH Pipeline shutdown. The OH Pipeline shutdown that is expected to take place in December 2024 will be closely



#### 4.5 Monthly Engineering Department Report Information Item

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coordinated with the District customers at the minimum two weeks prior to the shutdown.

#### 16. Other Topics, Meetings and Training

- On March 11, 2024, during the routine daily visual inspection of the Santa Felicia Dam spillway, Staff noticed seepage emanating from various spillway slab joints (Figure 2) and notified O&M and Engineering management immediately. The reservoir elevation at the time was approximately 1053.6 feet MSL. On March 12, 2024, Engineering and O&M Staff conducted an inspection of the spillway slab joint seepage locations. During this inspection, Staff noticed that seepage was also occurring through cracks within a portion of the upper slab that was repaired in 2006 (Figure 3) and along the interface between the ogee weir structure and the east spillway wall (Figure 4). As a risk reduction measure, Staff moved forward with lowering the reservoir to see if the seepage was mitigated or disappeared altogether. In addition, rigorous photo documentation, drain flow measurements, and piezometer level reads have been maintained since. Staff notified FERC of the seepage event on March 15, 2024, and DSOD on March 18, 2024. No immediate action was requested from the regulators.

The seepage appeared to respond favorably to the lowered reservoir elevation. On March 15, 2024, after lowering the reservoir by approximately half a foot to elevation 1053.15 feet MSL, only minor wet spots with no runoff were observed. Beginning on March 16 and through March 25, 2024, the spillway slab was dry, and no wetness attributed to seepage was observed.

- Staff conducted interviews to fill open Engineering positions.

4.5 Monthly Engineering Department Report  
Information Item

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Figure 1 – 24” FW Butterfly Valve Removal at Fe/Mn Plant

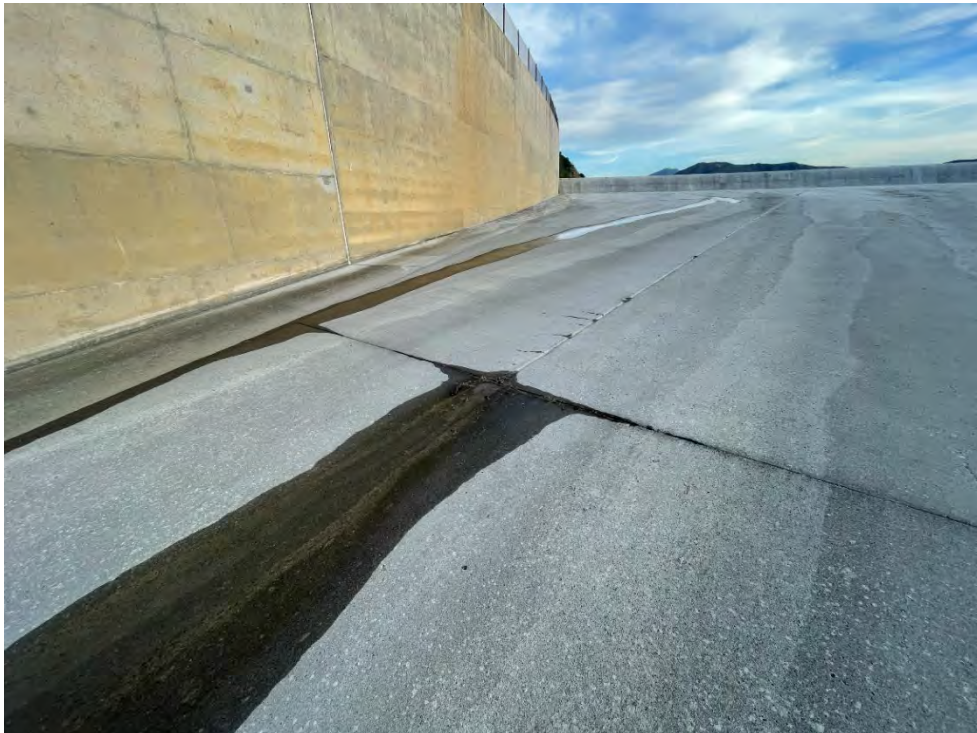


Figure 2 – Seepage at SFD Spillway on March 11, 2024

4.5 Monthly Engineering Department Report  
Information Item

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Figure 3 – Seepage at SFD Spillway on March 12, 2024



Figure 4 – Seepage at SFD Spillway on March 12, 2024



## **Staff Report**

**To:** UWCD Board of Directors

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

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

**From:** Marissa Caringella, Environmental Services Manager

**Date:** March 27, 2024 (April 10, 2024, meeting)

**Agenda Item:** 4.6 Environmental Services Department Report Monthly  
Information Item

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### **Staff Recommendation:**

The Board will receive this summary report from the Environmental Services Department regarding activities for the month of March 2024.

### **Discussion:**

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

- Santa Felicia Fish Passage Pre-Implementation Studies

Throughout the month of March, both fish traps (rotary screw and fyke) continued to operate in middle Piru Creek as flows and access allowed. High flows and hazardous road conditions due to storm activity have periodically limited trap operations and site access. Elevated flows have prevented repair of one passive integrated transponder (PIT) antenna that was damaged and partially buried during a mid-February storm. Cramer Fish Sciences staff expect to have the repair completed in early April. Trap and PIT antenna operations are planned to continue through May 2024 as flows allow.

- 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

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

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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 total precipitation as of March 1, 2024, met the triggers for elevated habitat releases for the water year. The minimum required habitat water release for the month of April is 20 cfs.

Habitat water release trigger date	Trigger criteria (total cumulative precipitation on trigger date)	Minimum required water release if trigger is met	2024 Measured cumulative precipitation	Actual minimum required habitat water release for month
<b>January 1</b>	4.80 inches	15 cfs	4.64 inches	7 cfs
<b>February 1</b>	8.10 inches	20 cfs	7.82 inches	7 cfs
<b>March 1</b>	12.00 inches	20 cfs	21.12 inches	20 cfs
<b>April 1</b>	14.90 inches	20 cfs	23.66 inches**	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 March 22, 2024.

- Habitat Improvement Plan (HIP): FERC License Article 401(a)

On March 8, 2024, United submitted a six-month extension of time request to file the National Marine Fisheries Service (NMFS) approved HIP with FERC. United provided a seventh iteration draft Lower Piru Creek HIP for the Santa Felicia Project (FERC Project No. 2153) to NMFS for review and approval on May 8, 2023, as required prior to filing the NMFS-approved HIP with FERC. At this time, United has not received NMFS' comments or approval on the draft HIP.

- Annual Consultations and Reporting

USFS Annual Consultation: On February 28, 2024, ES met with staff from the Los Padres National Forest for an annual consultation to discuss the USFS' 4(e) Conditions, as required by United's FERC license. Agency approved minutes from the consultation were filed with FERC on March 26, 2024.

Vegetation and Noxious Weed Management Plan: The 2023 Annual Report was filed with FERC on March 26, 2024.

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## 4.6 Monthly Environmental Services Department Report Information Item

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Arroyo Toad Protection Plan and Herpetological Monitoring Plan: On March 26, 2024, Environmental Services staff (ES) held an annual consultation with agency staff from U.S. Fish and Wildlife Service, California Department of Fish and Wildlife (CDFW), U.S. Forest Service (USFS), and NMFS to discuss past activities and activities planned for the future in accordance with the subject plan.

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

On September 29, 2010, the U.S. Court of Appeals granted United a motion to hold the court case “United Water Conservation District v. FERC” in abeyance and directed United to file status reports every 60 days. United filed the court case to challenge the biological opinion issued by NMFS on FERC’s issuance of a license for the Santa Felicia Project. On March 11, 2024, the eighty-first status update was filed with the U.S. Court of Appeals for District of Columbia Circuit.

- Piru Creek Wild and Scenic River Designation

On February 27, 2024, the USFS released a draft “Comprehensive River Management Plan” (Draft CRMP) for public comment, in accordance with the Wild and Scenic Rivers Act, for Piru Creek Wild and Scenic River in Los Angeles County, California. The Draft CRMP identifies certain management actions and priorities for two reaches of Piru Creek in the Frenchman’s Flat area downstream of Pyramid Dam. ES, with support from Water Resources staff, reviewed the Draft CRMP and drafted a comment letter which was submitted to the USFS on March 26, 2024.

### 2. Freeman Diversion Operations

During the month of March, ES supported Freeman Diversion operations and maintenance activities by coordinating with and providing notifications to resource agencies as needed, conducting surveys of dewatered areas, and providing on-site biological monitoring. The fish ladder and surveillance system have remained in operation, except for a few interruptions due to storm impacts, since the Sespe trigger was met in late January.

On March 5, 2024, ES submitted a Scientific Collecting Permit (SCP) application to CDFW. The SCP will authorize United staff to capture and relocate non-listed fish and wildlife species while conducting operations and maintenance activities at the Freeman Diversion.

### 3. Freeman Diversion Multiple Species Habitat Conservation Plan (MSHCP)

On March 30, 2024, United submitted a brief to special master Judge Smith, as requested, ahead of the meeting with the special master, NMFS, and CDFW, which will take place on April 3, 2024. The brief and upcoming meeting is intended to address unresolved issues and determine next steps regarding the proposed fish passage improvements, the MSHCP, California Environmental Quality Act (CEQA) document and regulatory applications.

## 4.6 Monthly Environmental Services Department Report Information Item

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Currently, the deadline for the Freeman Diversion MSHCP, CEQA document, and associated court ordered regulatory applications is April 9, 2024.

### 4. Quagga Mussel Management

Throughout the month of March, ES continued conducting all quagga mussel monitoring activities on Lake Piru, lower Piru Creek, and the spillway pool in accordance with the Quagga Mussel Monitoring and Control Plan. ES also continued quagga mussel veliger (larva) sampling in United's lower system. United staff continues to meet regularly with Pleasant Valley County Water District. Additionally, eight totes of Clearigate product were delivered and are on hand for treatment of the Pleasant Valley reservoirs as needed.

On March 29, 2024, ES submitted the 2023 Quagga Mussel Monitoring and Control Plan Annual Report to CDFW. ES has scheduled the annual consultation meeting with CDFW for Tuesday, May 14, 2024.

### 5. Capital Improvement Project Permitting and CEQA Support

On March 13, 2024, ES and Engineering staff met with Rincon Consultants, Inc. (Rincon) for a kick-off meeting for the Vineyard Undercrossing Project. Rincon will be drafting a CEQA ISMND for the project.

### 6. Grant Efforts

In February 2024, California Governor's Office of Emergency Services submitted an application on behalf of United for the FY23 Federal Emergency Management Agency (FEMA) Flood Mitigation Assistant Grant for the Santa Felicia Dam Spillway Resiliency Project (a phase of the SFDSIP). FEMA is currently reviewing the grant application and requested additional Grant Management Assessment information from United in March.

The Grant Task Force and ES supported Water Resources staff in applying for Flood Diversion and Recharge Enhancement Funding from the Department of Water Resources. United's proposed projects support groundwater recharge efforts at the Saticoy facilities.

The Grant Task Force and ES developed draft materials to provide to the legislative team to support the federal appropriations budget process.

### 7. Miscellaneous

- On March 14, 2024, Dr. Linnea Hall provided ES a tour of the Western Foundation for Vertebrate Zoology's bird museum in Camarillo.



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Josh Perez, Chief Human Resources Officer  
Zachary Plummer, Information Technology Manager

**Date:** March 25, 2024 (April 10, 2024, meeting)

**Agenda Item: 5.1 Authorization of the General Manager to Approve Check Point Infinity Total Protection Agreement for the District Motion**

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**Staff Recommendation:**

Authorize the General Manager to execute the Check Point Infinity Total Protection Agreement for the District.

**Discussion:**

The Check Point Infinity Total Protection Agreement delivers a robust security solution tailored to our District's needs. It combines advanced threat prevention technologies with a unified platform, offering top-tier protection and simple procurement at predictable costs. This package includes essential software, hardware, and real-time security services. Importantly, it encompasses comprehensive training for IT staff and all employees, enhancing cybersecurity awareness and skills. With flexible technology utilization, a central management console, and 24x7 Direct Premium PRO support, this agreement significantly strengthens our cybersecurity posture.

**Fiscal Impact:**

The execution of the Check Point Infinity Total Protection Agreement will have a fiscal impact on the District's budget. The agreement is structured over a five-year period, with the District being invoiced annually. For the first year of the contract, a sum of approximately \$160,000 has been allocated, reflecting the financial commitment necessary for this agreement. This allocation is in line with our strategic goals for enhancing cybersecurity and is an integral part of our fiscal planning. Future annual costs for the remainder of the contract term should be anticipated and incorporated into the budget for the upcoming fiscal years to ensure the seamless implementation and maintenance of the services provided. The total cost of the five-year contract is approximately \$719,000.

**Attachment:**

Check Point Infinity Total Protection Agreement



April 1, 2024

United Water Conservation District (the “Customer”)

**Check Point Infinity Total Protection Agreement – United Water Conservation District**

**Offering Description**

We are pleased to offer the Customer (through a Check Point certified reseller) the Check Point Infinity Total Protection program detailed below.

The program offers the Customer use of Check Point’s security technologies solutions described herein to protect its networks and workforce via an annual subscription based on the number of enterprise users, for the Customer’s internal needs only.

**Offering Benefits**

Check Point Infinity Total Protection provides the Customer with the following exceptional benefits:

- The most advanced threat prevention technologies and security platforms available in the market.
- Single and simple procurement in predictable pricing.
- Includes software, real-time subscriptions, hardware and services.
- Flexible offering, allowing the Customer to consume technologies and services based on its needs.
- Central managed console, delivering real-time security updates and total prevention across all business environments.
- The security technologies and products provided and/or which are available for purchase using the allowances under this offering are listed in attached Exhibit A.
- 24x7 Direct Premium PRO support and real-time security updates (ThreatCloud), as listed in attached Exhibit B.
- The offering terms and conditions are listed in the attached Exhibit C.

**Infinity Total Protection Program Pricing and Allowances:**

<b>Pricing:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
<b>Infinity Total Protection Subscription Price*</b>	\$158,370	\$158,370	\$134,000	\$134,000	\$134,000	<b>\$718,740</b>

<b>Components:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Product Allowance**	\$68,000	\$150,000	\$25,000	-	-	\$243,000
Harmony Allowance** (Not to be used for Harmony Remote Access or Internet Access)	\$6,450	\$6,450	\$6,450	\$6,450	\$6,450	\$32,250
<b>Special Benefit:</b> CP-SASE-PA-PRE-T1-Y (Qty. 150)	\$21,600	\$21,600	\$21,600	\$21,600	\$21,600	\$108,000
<b>Special Benefit:</b> Infinity Global Services Allowance**	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$90,000
<b>Special Benefit:</b> SDWAN Blade	N/A	N/A	\$3,000	\$3,000	\$3,000	\$9,000
<b>Special Benefit:</b> SDWAN Blade for 6700 (CPSB-SDWAN-6700-PLUS-1Y)	N/A	Included	Included	Included	Included	
<b>Special Benefit:</b> Quantum SD-WAN Blade for Enterprise (CPSB-SDWAN-6200-PLUS-1Y)				Included		
<b>Special Benefit:</b> SDWAN Blade for 3800 (CPSB-SDWAN-3800)				Included		
<b>Special Benefit:</b> Managed Detection & Response (CPTS-3D-MDR-1Y) (Qty. 150)				Included		
<b>Special Benefit:</b> Horizon NDR, a cloud-based platform that enables SOC/cyber teams to expose, investigate, and shut down attacks on their network faster, and with 99.9% precision. (CPSB-HORIZONNDR-1-1Y)				Included		
<b>Special Benefit:</b> Renewal of NGTX and Direct Premium PRO support for existing User Center 6926311 and 8437524****				Included		
Unlimited Software Management				Included		
Data Loss Prevention (DLP)				Included		
Next Generation Threat Prevention and SandBlast (NGTX) including 24/7 Direct Premium PRO support across the entire Infinity user center***				Included		

\* Pricing does not include shipping, handling, duties and taxes, to be added to the purchase order if and as applicable.

\*\* Allowances value is as per Check Point's list price.

\*\*\* The Customer's current install base support and services are not included.

\*\*\*\* Only for the products listed under the following renewal product breakdown table, and subject to the products End of Support dates specified at <https://www.checkpoint.com/support-services/support-life-cycle-policy/>

**Renewal Product Breakdown Table**

Product and Product Key	Year 1	Years 2-5
<b>CPAC-LOM-B</b>	<b>1</b>	<b>1</b>
09FD2B1FCF08	1	1
<b>CPAC-RAM8GB-5000</b>	<b>1</b>	<b>1</b>
CEE582A52D1D	1	1
<b>CPAP-SG3100-NGTX</b>	<b>1</b>	
00:1C:7F:87:C9:5F	1	
<b>CPAP-SG3600-SNBT</b>	<b>1</b>	<b>1</b>
00:1C:7F:AB:81:D5	1	1
<b>CPAP-SG3800-SNBT</b>	<b>1</b>	<b>1</b>
00:1C:7F:9F:8D:AC	1	1
<b>CPAP-SG5400-NGTX</b>	<b>1</b>	<b>1</b>
00:1C:7F:8D:09:39	1	1
<b>CPEP-SBA-COMPLETE-LICENSE-1Y</b>	<b>1</b>	<b>1</b>
BF6AD1C511F6	1	1
<b>CP-HAR-EC-PROTECT-EMAIL-APPS-LICENSE-1Y</b>	<b>1</b>	<b>1</b>
F24361745842	1	1
<b>CPSB-MOB-50</b>	<b>1</b>	<b>1</b>
F3EFE0D4C70C	1	1
<b>CPSM-NGSM5</b>	<b>1</b>	<b>1</b>
ACFE6C85BB8E	1	1
<b>Grand Total</b>	<b>10</b>	<b>9</b>

**The Business Terms**

- The term for this Infinity Total Protection agreement is 5 years, starting on the date of the last signature below.
- The Infinity Total Protection price to the Customer for the 5-year term is US \$718,740.
- Customer shall have the right to opt-out of this agreement after each year by providing Check Point with prior written notice of its election at least forty-five (45) days before the beginning of the subsequent year.
- The Customer will place a purchase order each year for the yearly Infinity Total Protection price to be invoiced and paid annually upfront. All prices and allowances under this agreement are in USD.
- Purchase orders under this agreement shall be placed through a designated Check Point authorized reseller. The Customer agrees to purchase the above offering from an authorized reseller according to the discounted price set forth above. If the Customer is unable to purchase the Infinity offering for that price (or lower) from an authorized reseller, Check Point will negotiate with its distributor a discount from Check Point's list price so that that Customer may purchase this offering from a reseller at the agreement's discounted price. For the avoidance of doubt, Check Point will not be involved in determining the price of the Infinity Total Protection offering to be sold from the authorized reseller to the Customer and such price will be determined solely by the authorized reseller.
- By signing this agreement, the Customer commits to the full 5-year Infinity Total Protection price specified above.
- **Allowances**
  - The Customer's allowances are specified in the table above. Such allowances can be used only for acquiring Infinity products and services as specified in the attached Exhibit A. The list price for these will be deducted from the applicable allowance budget until fully used. The list price is defined as the price of the applicable SNBT/NGTX bundle in Check Point's product and service catalog at the time the product or service is ordered.
  - The Customer may utilize the applicable allowance allocated for each year of the term only during that specific year to acquire the applicable products and services per its needs. Unused portion of the annual allowances will not be carried over to subsequent years, except as follows, the Customer may rollover and use up to (i) twenty-five percent (25%) of its year 1 Product Allowance to year 2, and (ii) twenty-five percent (25%) of its year 2 Product Allowance to year 3.
  - Any product and/or services acquired exceeding the applicable annual allowance will be considered outside the scope and coverage of this Infinity Total Protection agreement and will need to be purchased separately.

- The Customer will be entitled to special benefits as stated in the table above.
- All Infinity products and licenses are placed in a dedicated user center. The Customer may not transfer products and licenses from existing user centers to the dedicated Infinity user center and vice versa.
- All shipping, handling, duties and taxes costs associated with the products and services provided herein will be borne by Customer and added to the purchase order if any as applicable.
- The products offered under this Infinity Total Protection agreement are covered with Check Point's Direct Premium PRO Support SLA, as per the attached Exhibit B.
- The Customer agrees to become Check Point's Infinity reference. Check Point may refer to the Customer its potential customers from time to time for reference.
- This agreement will only become effective upon signing thereof by Check Point's authorized personnel.

By signing below the Customer acknowledges and agrees to the terms stated above and in the attached exhibits.

**Check Point Software Technologies Ltd.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and accepted:

**United Water Conservation District**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A – Security Technologies and Products included in Check Point Infinity Total Protection

### **Security Technologies**

The Customer may choose any of the software, subscriptions and hardware offering from the below list according to deployment and architecture plan. Check Point reserves the right to add or remove products from this list, per its most updated product catalog as in effect at the time products are purchased.

#### **Security Software:**

##### Management Software:

- Network Policy Management, Endpoint Policy Management, Logging and Status, Monitoring, SmartWorkflow, SmartProvisioning, User Directory, Management Portal, Global Policy, Virtual Management Domains, SmartEvent, Compliance blade.

##### Additional Software:

- Identity Awareness, Data Leakage Protection, Virtual Systems (VS), and Mobile Access.

##### Security Subscriptions:

- Next Generation Threat Prevention & SandBlast™ Zero Day protection. Includes subscriptions for IPS, DNS, Application Control, URL Filtering, Anti-Virus, Anti-Bot and Anti-Spam as well as SandBlast Zero-day protection.

#### **Harmony Products:**

##### To be selected and acquired through the Harmony Allowance:

- Harmony Endpoint – delivers advanced threat protection for known, unknown and zero-day malwares, Sandbox Emulation and Extraction, enhanced by automated endpoint forensics analysis, access control, Web Protection and data protection capabilities.
- Harmony Mobile – offers comprehensive, enterprise-grade mobile security that protects iOS and Android devices, apps, and the networks they depend on from advanced mobile threats.
- Harmony Browse – defends users against web-based threats, delivering unrivaled protection against zero-day threats without impacting network performance.
- Harmony Email & Collaboration – delivers all the protections you need, with the highest caliber security, for any email solution and Office 365 and G Suite productivity apps in a single, efficient, and cost effective solution.

#### **Hardware Products:**

##### To be selected and acquired through the Product Allowance:

##### Network Security Based on Threat Prevention & SandBlast (SNBT / NGTX) Configurations\*

- Small Business and Branch Offices Appliances
  - 1530, 1535, 1550, 1555, 1570, 1575, 1590, 1595, 1600, 1800, 3600, 3800
- Enterprise Appliances
  - 6200, 6400, 6600, 6700, 6900, 7000
- High End Enterprise and Data Center Appliances
  - 16200, 16000, 16600, 26000, 28000, 28600
- Industrial, IoT and Critical Infrastructure Appliance
  - 1570R
- Maestro Orchestrators (170 series and 140 series)
- Quantum Lightspeed Appliances (250, 450, 650, 800)
- Open Server for security gateways – Supporting a wide range of servers and devices certified by Check Point for security gateway and Threat Prevention & SandBlast Zero Day Protection (SNBT / NGTX) capabilities.

\*Check Point may update the product list from time to time based on catalog updates for new or old appliances.

##### Security Management & Malware Analysis Appliances

- Security Management Appliances
  - Smart-1 600, Smart-1 6000
- Malware Analysis Appliances - SandBlast Zero-Day Prevention on premise
  - TE100X, TE250X, TE1000X, TE2000X

##### Hardware Accessories (as supported per security appliance)

- Networking
  - Check Point Security Appliances support 1 GbE copper, 1 GbE fiber, 10 GbE fiber, 40 GbE or 100/25 GbE network interface cards as well as fail-open network I/O modules of 1 GbE copper and 10 GbE fiber
  - Network Transceivers of 1 GbE, 10 GbE, 25 GbE, 40 GbE, 100 GbE (all with short and long range)

- options)
- Fiber channel SAN Card
- Storage
  - HDD (320 GB, 500 GB, 1 TB, 2 TB)
  - SSD (240 GB, 480 GB)
- Memory RAM upgrade kits
  - 8 GB, 16 GB, 24 GB, 32 GB, 64 GB, 128 GB, 256 GB
- Lights-Out Management (out of band remote management)
- Power Supplies
  - AC, DC
- Rack Mount Options
  - Sliding Rails and rack kits
  - Shelf rack mount (for half U security appliances)

## Exhibit B – Security Services Offered

**Check Point Infinity Total Protection** includes the security services required to support a mission critical security environment:

- Real Time Security Updates (ThreatCloud)
- Software Updates
- 24x7 Support & Maintenance
- Hardware Maintenance

Support is provided according to Check Point's Direct Premium PRO Support SLA as described here <https://www.checkpoint.com/support-services/support-plans/>

PRO support services are provided only for user centers in which all the products and services are fully covered by PRO support. In case a user center includes any unsupported products and services, in order to maintain the PRO support for the entire user center, Customer shall request Check Point to remove the specific unsupported products and services within 60 days from the expiration of its PRO support term. In case Customer fails to submit such request within the said timeframe, the entire applicable user center may not be covered by PRO support.

## Exhibit C - Terms and Conditions

1. **End User License Agreement** – Installation and use of Check Point products and services are subject to the applicable Check Point license agreement (EULA) as available at Check Point's website.
2. **Software License** – Entitlement to support and services for all software products (e.g: OpenServer licenses), including for software licensed on perpetual basis (if any), is valid only during the applicable license term or until expiration/termination of your Infinity offering, whichever is earlier. Upon their expiration, the software licenses will remain within the Infinity User Center and will be available for renewal, in accordance with Check Point's support life cycle policy.
3. **Fair usage** – Use of the services are subject to Check Point's fair usage restrictions which may limit the service capacity based on the Customer's organizational size, user count and business.
4. **Existing Check Point Customers** – The service and support for existing Customers cover only the products installed as part of the Check Point Infinity Total Protection. Existing install-base will continue to require separate support and services.
5. **Sizing and Quantities of Hardware and Software** – Per Check Point's discretion, hardware quantity and software requirements will be agreed upon based on the Customer's current traffic, needs and projection traffic growth for the term of the agreement.
6. **Auditing** – Check Point reserves the right to audit the Customer's records to verify compliance with the terms of this offering.

**AMENDMENT TO THE  
CHECK POINT INFINITY TOTAL PROTECTION AGREEMENT  
United Water Conservation District**

This Amendment (the “Amendment”) is made effective on the latest date appearing next to the parties’ signatures below, is by and between, **Check Point Software Technologies Ltd.** (“Check Point”) and **United Water Conservation District, a California Special District** (“Customer”).

**WHEREAS**, on the (DATE) the Parties hereto entered into that certain Check Point Infinity Total Protection Agreement (the “Infinity Agreement”); and

**WHEREAS**, the Parties now wish to amend certain terms of the End User License Agreement (“EULA”) in the Infinity Agreement as set forth below;

**NOW THEREFORE**, in consideration of the mutual covenants, representations, promises, obligations and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. Amendments.**

- a. Section 3.1. The last sentence of Section 3.1 of the EULA shall be deleted in its entirety and replaced with the following:

“Any purchase of upgrades shall be subject to this Agreement, unless Check Point and You enter into a subsequent agreement.”

- b. Section 5. The second sentence of Section 5 of the EULA shall be deleted in its entirety and replaced with the following:

“Check Point may terminate this Agreement upon Your breach of any of the provisions hereof that is not cured within thirty (30) days after Your receipt of written notice from Check Point.”

- c. Section 6.2. Section 6.2 of the EULA shall be titled “Your Indemnification Obligation.”

- d. Section 10.1. The third and fourth sentence Section 10.1 of the EULA shall be deleted in their entirety and replaced with the following:

“The laws of the State of California shall govern all issues arising under or relating to this Agreement, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate California court in the County of Ventura.”

- e. Sections 10.4 and 10.5. Check Point’s Privacy Policy and Customer Data Protection Addendum found in Section 10.4 and the Terms of Service in Section 10.5 shall be added to this Amendment as exhibits below to remain static throughout the term of the Infinity Agreement.

- 2. Payments.** This Amendment shall not modify or waive any payment terms of the Infinity Agreement.





3. **Effect of Amendment.** This Amendment is intended only to effect the changes specifically set forth above and all other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Infinity Agreement, the terms of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the parties have executed this Amendment by their authorized representatives.

**United Water Conservation District**

**Check Point Software Technologies Ltd.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A- Privacy Policy

## Privacy Policy

Check Point Software Technologies Ltd, including all of its affiliates worldwide (collectively, “Check Point,” “we,” “us,” or “our”) value the privacy of individuals who use or express interest in the Check Point Websites, Check Point Products, and Check Point Services (as defined below, collectively, our “Services”). This privacy policy (the “Privacy Policy”) explains how we collect, use, and disclose Personal Data.

### 1. GENERAL INFORMATION

- 1.1. “Personal Data” means any data which relates to a living individual who can be identified from that data or from that data and other information which is in the possession of, or is likely to come into the possession of, Check Point (or its representatives or service providers). In addition to factual information, it includes any expression of opinion about an individual and any indication of the intentions of Check Point or any other person in respect of an individual.
- 1.2. Beyond this Privacy Policy, your use of our Services is also subject to applicable End-user License Agreement available at our website.
- 1.3. If you are a California resident, our [California Resident Privacy Notice](#) provides more information about your California privacy rights and explains how you can exercise those rights.
- 1.4. If you are using the Check Point ZoneAlarm services and products, please refer to our [ZoneAlarm Privacy Policy](#).

### 2. THE SOURCES OF THE INFORMATION WE COLLECT

This Privacy Policy concerns the following sources of information that we collect in connection with our Service, which include:

- Our websites (e.g. [www.checkpoint.com](http://www.checkpoint.com)) (“Check Point Websites”), emails, marketing communication;
- Information we received through our business partners and vendors; and
- Information we receive through our products (“Check Point Products”), support, mobile security solutions and/or cloud-based services, including, without limitation, CloudGuard and Harmony (“Check Point Services”).

### 3. THE TYPES OF PERSONAL DATA WE COLLECT

We may collect and receive a variety of information from you or about you or your devices from various sources, as described below. If you do not provide your Personal Data when requested, you may not be able to use our Services if that information is necessary to provide you with our Services or if we are legally required to collect it.

- 3.1. **Information that you provide to Check Point.** This includes Personal Data about you that you provide to us. The nature of the Services you are requesting or using will determine the kind of Personal Data we might ask for, though such information may include (by way of a non-exhaustive list):
  - basic Personal Data (such as first name; family name; position in the company [title]; company name; company email address; business phone number; business address; city; postcode; country);
  - any information that you choose to share through our Services which may be considered Personal Data. (Please note that Check Point does not collate information included on Check Point internet forums together with Personal Data from your User Center account or profile);

3.2. **Information that we collect or generate about you.** This includes (by way of non-exhaustive list):

- File with your contact history to be used for enquiry purposes so that we may ensure that you are satisfied with our Services;
- Through our cloud security services, traffic and security reports that include information on the internet usage of the organization's computer users (e.g. what websites were visited by each user, any documents downloaded, security incidents, prevention measures taken by the gateway, etc.);
- Activity data relating to the use of protected documents, such as altering a document's permissions and information regarding the individual that performed the activity;
- Information about you provided from third parties' sources; and
- Through our cloud Harmony Email & Office service, the files and email correspondence (included the content therein) found in your accounts connected to such service.

3.3. **Cookies.** We and our third-party partners may collect Personal Data using cookies, which are small files of letters and numbers that we store on your browser or the hard drive of your computer. We may also use pixel tags and web beacons on our Services. These are tiny graphic images placed on web pages or in our emails that allow us to determine whether you have performed a specific action. We use cookies, beacons, invisible tags, and similar technologies (collectively "**Cookies**") to collect information about your browsing activities and to distinguish you from other users of our Services. This aids your experience when you use our Services and allows us to improve the functionality of our Services. Cookies can be used for performance management, collecting information on how our Services are being used for analytics purposes. They can also be used for functionality management, enabling us to make your visit more efficient by, for example, remembering language preferences, passwords, and log-in details. For more information on the types of Cookies we and third parties may use in connection with our Services, please see our [Check Point Cookies Notice](#).

**How to Block Cookies.** You can block Cookies by setting your internet browser to block some or all Cookies. However, if you use your browser settings to block all Cookies (including essential Cookies) you may not be able to access all or parts of our Services. By using our Services, you consent to our use of Cookies and our processing of Personal Data collected through such Cookies, in accordance with this Privacy Policy. You can withdraw your consent at any time by deleting placed Cookies and disabling Cookies in your browser, or as explained below. You can change your browser settings to block or notify you when you receive a Cookie, delete Cookies, or browse our Services using your browser's anonymous usage setting. Please refer to your browser instructions or help screen to learn more about how to adjust or modify your browser settings. If you do not agree to our use of Cookies, you should change your browser settings accordingly. You should understand that some features of our Services may not function properly if you do not accept Cookies. Where required by applicable law, you will be asked to consent to certain Cookies before we use or install them on your computer or other device.

3.4. **Anonymized data.** In addition to the categories of Personal Data described above, Check Point may also process further anonymized information or de-identified and aggregated with other data that is not processed by reference to a specific individual.

3.5. **Careers.** In order for us to consider your application for a position with us it will be necessary for us to process certain personal data relating to you. We process personal data in accordance with applicable legislation, while considering and balancing the relevant interests of our applicants, ourselves, and other stakeholders.

#### 4. HOW WE USE YOUR INFORMATION

4.1. We may process your Personal Data for the following purposes:

- for ongoing review and improvement of the information provided on Check Point Websites to ensure they are user friendly and to prevent any potential disruptions or cyberattacks;
- to allow you to use and access the functionality provided by the Check Point Products and the Check Point Services;
- to assess your application for Check Point Products and Check Point Services, where applicable;
- to set up customers to use Check Point Products and Check Point Services;
- to set up users to use the User Center;
- to conduct analysis required to detect malicious data and understand how this may affect your IT system;
- for statistical monitoring and analysis of current attacks on devices and systems and for the on-going adaptation of the solutions provided to secure devices and systems against current attacks;
- to understand feedback on Check Point Products and Check Point Services and to help provide more information on the use of those products and services quickly and easily;
- to communicate with you in order to provide you with: (i) our Services; (ii) information about us and our Services; or (iii) offers and marketing information;
- to send you e-mail updates on the latest cyber security trends, news, upcoming events and other marketing or promotional materials;
- for in-depth threat analysis;
- to understand your needs and interests;
- for the management and administration of our business;
- for improvement of our products and services.
- to comply with and to assess compliance with applicable laws, rules and regulations, and internal policies and procedures;
- for the administration and maintenance of databases storing Personal Data to market Check Point's products and services; or
- for back-up and data loss prevention.

4.2. When we process Personal Data we verify the existence of a lawful ground for such processing activity, including:

- performing our contractual obligations;
- a lawful consent has been obtained;
- compliance with legal or regulatory obligation;
- exercising or defending our rights;
- legitimate business interests, such as:
  - effectively and efficiently manage and administer the operation of our business;
  - maintaining compliance with internal policies and procedures;
  - monitoring the use of our copyrighted materials;



YOU DESERVE THE BEST SECURITY

- enabling quick and easy access to information on our Services;
- offering optimal, up-to-date security solutions;
- sending you e-mail updates on our Services, the latest cyber security trends, news, upcoming events and other marketing or promotional materials; and
- obtaining further knowledge of current threats to network security in order to update our security solutions and provide these to the market.

4.3. As part of our Services and/or Products, we may utilize artificial intelligence (AI) technologies to enhance our capabilities and provide you with a better experience.

4.4. We will take steps to ensure that your Personal Data is accessed only by such individuals that have a need to do so for the purposes described in this Privacy Policy.

4.5. We do not retain, use, sell or disclose Personal Data for any purpose other than for the specific purpose of performing our Services or as otherwise strictly permitted under this Privacy Policy.

## 5. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We may share or otherwise disclose the Personal Data we collect from you as described below or otherwise disclosed to you at the time of the collection.

- **Vendors and Service Providers.** We may share any information we receive with vendors and service providers retained in connection with the provision and marketing of our Services or other relevant services.
- **Partners and Affiliates.** We may share any information with our distributors, partners, corporate affiliates, parents, or subsidiaries for any purpose described in this Privacy Policy.
- **As Required by Law and Similar Disclosures.** We may access, preserve, and disclose your Personal Data if we believe doing so is required or appropriate to: (i) comply with law enforcement requests and legal process, such as a court order or subpoena; (ii) respond to your requests; or (iii) protect your, our, or others' rights, property, or safety.
- **Merger, Sale, or Other Asset Transfers.** We may disclose and transfer your Personal Data to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company, or we sell, liquidate, or transfer all or a portion of our business or assets.
- **Consent.** We may also disclose Personal Data from or about you or your devices with your permission.

## 6. INTERNATIONAL TRANSFERS OF PERSONAL DATA

6.1. Check Point is a global business. Our customers and our operations are spread around the world. As a result, we collect and transfer Personal Data on a global basis. That means that we may transfer your Personal Data to locations outside of your country.

### 6.2. Europe.

Where we transfer your Personal Data to another country outside the European Economic Area ("EEA") or the United Kingdom ("UK"), we will ensure that it is protected and transferred in a manner consistent with legal requirements. In relation to data being transferred outside of Europe or the UK, for example, this may be done in one of the following ways:

- the country that we send the data to, might be approved by the European Commission as offering an adequate level of protection for Personal Data (for example, Israel is an approved country);

- the recipient might have signed a contract based on applicable “model contractual clauses” approved by the European Commission, obliging them to protect your Personal Data; or
- in other circumstances the law may permit us to otherwise transfer your Personal Data outside the EEA or UK.

You can obtain more details of the protection given to your Personal Data when it is transferred outside the EEA or the UK (including a copy of the standard data protection clauses which we have entered into with recipients of your Personal Data) by contacting us as described in paragraph 13 below.

6.3. China. For residents in the mainland of the People’s Republic of China (“Mainland China”), we may transfer, access or store your Personal Data outside of the Mainland China where we are satisfied that adequate levels of protection are in place to protect the integrity and security of your Personal Data or adequate security measures are adopted and in compliance with the applicable laws, such as contractual arrangements. Where required by applicable laws, we will put in place appropriate measures to ensure that all processing of your Personal Data outside of the Mainland China is safeguarded by the equivalent level of data protection in the Mainland China.

## 7. YOUR RIGHTS

7.1. **Marketing Communications**. You can unsubscribe from our promotional emails via the link provided in the emails. Even if you opt out of receiving promotional messages from us, you will continue to receive administrative messages from us.

7.2. **Do Not Track**. There is no accepted standard on how to respond to Do Not Track signals, and we do not respond to such signals.

If you choose not to provide us with the Personal Data we collect, some features of our Services may not work as intended.

7.3. **California Privacy Rights**. If you are a California resident, you can review our [California Resident Privacy Notice](#) for information about your privacy rights and choices under California law.

7.4. **Your European Privacy Rights**. If you are located in the EEA or the UK, you have additional rights described below.

- You may request to access the Personal Data we maintain about you, update and correct inaccuracies in your Personal Data, restrict or object to the processing of your Personal Data, have your Personal Data anonymized or deleted, as appropriate, or exercise your right to data portability to easily transfer your Personal Data to another company. In addition, you also have the right to lodge a complaint with a supervisory authority, including in your country of residence, place of work or where an incident took place.
- You may withdraw any consent you previously provided to us regarding the processing of your Personal Data at any time and free of charge. We will apply your preferences going forward and this will not affect the lawfulness of the processing before you withdrew your consent.

You may exercise these rights by contacting us using the contact details at the end of this Privacy Policy. Before fulfilling your request, we may ask you to provide reasonable information to verify your identity. Please note that there are exceptions and limitations to each of these rights, and that while any changes you make will be reflected in active user databases instantly or within a reasonable period of time, we may retain Personal Data for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

## 8. HOW WE SAFEGUARD YOUR INFORMATION

8.1. We have extensive controls in place to maintain the security of our information and information systems. Files are protected with safeguards according to the sensitivity of the relevant information. Appropriate controls (such as restricted access) are placed on our computer systems. Physical access to areas where Personal Data is gathered, processed or stored is limited to authorized employees. In addition, our Incident Response Team plays a critical

role in our commitment to safeguard your information, as they are responsible for promptly and effectively responding to data security threats. If you have a suspicion of any data breach, security incident or if you wish to report a vulnerability, please contact our team at [privacy\\_inquiries@checkpoint.com](mailto:privacy_inquiries@checkpoint.com)

- 8.2. As a condition of employment, Check Point employees are required to follow all applicable laws and regulations, including in relation to data protection law. Access to sensitive Personal Data is limited to those employees who need it to perform their roles. Unauthorized use or disclosure of confidential information by a Check Point employee is prohibited and may result in disciplinary measures.
- 8.3. Check Point requires its worldwide employees and contractors that have access to its internal systems to complete annual trainings on data protection and security. Such trainings are aimed to make sure that Check Point's personnel understand and follow Check Point's privacy policies and guidelines when handling Personal Data.
- 8.4. When you contact a Check Point representative, you may be asked for some Personal Data. This type of safeguard is designed to ensure that only you, or someone authorized by you, has access to your file.
- 8.5. For more information on the security measures taken by Check Point in order to protect your Personal Data, please see our [Security Measures Policy](#).

## 9. THIRD PARTIES

Our Services may contain links to other websites, products, or services that we do not own or operate ("Third-Party Services"). We are not responsible for the privacy practices, policies, or other content of these Third-Party Services. Please be aware that this Privacy Policy does not apply to your activities on these Third-Party Services or any information you disclose to these Third-Party Services. If you have any questions about how these other sites use your Personal Data, you should contact them directly. We encourage you to read their privacy policies before providing any information to them.

## 10. HOW LONG WE KEEP YOUR PERSONAL DATA

We take measures to delete your Personal Data or keep it in a form that does not permit identifying you when this information is no longer necessary for the purposes for which we process it unless we are required by law to keep this information for a longer period. When we process Personal Data for our own purposes, we determine the retention period taking into account various criteria, such as the type of services provided to you, the nature and length of our relationship with you, possible re-enrollment with our Services, the impact on our Services we provide to you if we delete some information from or about you, and mandatory retention periods provided by law and the statute of limitations.

## 11. CHILDREN'S PRIVACY

We do not knowingly collect, maintain, or use Personal Data from children under 16 years of age ("**Minors**"), and no parts of our Services are directed at children. If you learn that a Minor has provided us with Personal Data in violation of this Privacy Policy, please alert us at [privacy\\_inquiries@checkpoint.com](mailto:privacy_inquiries@checkpoint.com).

## 12. QUESTIONS, CONCERNS AND UPDATES

If you have any questions or concerns about Check Point's handling of your Personal Data, or about this Policy, please contact our Privacy Officer using the following contact information:

*Address:* Check Point Software Technologies Ltd.,  
5 Shlomo Kaplan Street, Tel Aviv 67897, Israel  
Attention: Legal Department

*Address in the EU:* Check Point Software Technologies GmbH,  
Oskar-Messter-Str. 13,



*Email Address:*     [privacy\\_inquiries@checkpoint.com](mailto:privacy_inquiries@checkpoint.com)

We are typically able to resolve privacy questions or concerns promptly and effectively. If you are not satisfied with the response you receive from our Privacy Officer, you may escalate concerns to the applicable privacy regulator in your jurisdiction. Upon request, Check Point’s Data Protection Officer will provide you with the contact information for that regulator.

We will post any adjustments to the Privacy Policy on this page, and the revised version will be effective when it is posted.

You can view our Data Processing Agreement (DPA) online - [Customers](#); [Distributors and Resellers](#). If you need a signed copy of the DPA, you can download it, send a signed copy to [privacy\\_inquiries@checkpoint.com](mailto:privacy_inquiries@checkpoint.com) and we will provide you a countersigned copy.



Exhibit B- Customer Data Protection Addendum

**Data Processing Addendum**

Check Point Software Technologies Ltd, of Shlomo Kaplan, Tel-Aviv, Israel ("**Check Point**") and you and the entity you represent ("**Customer**") agree to the terms set out in this Data Processing Addendum (this "**Addendum**"). This Addendum shall become effective with respect to the Customer upon the effective date of the Agreement (as defined below) (the "**Effective Date**"), provided that this Addendum is incorporated to the Agreement by reference.

**1. Definitions**

- 1.1 **Agreement:** the agreement governing Customer's relations with Check Point; with respect to usage of Check Point's products and services, the applicable end-user license agreement governing the Customer's use of Check Point's products and services.
- 1.2 **Affiliate:** Any entity that directly or indirectly controls, is controlled by, or is under common control with the relevant party.
- 1.3 **Customer Personal Data:** Personal Data provided by the Customer to Check Point or generated by Check Point in connection with the offering or provision of Check Point products and services and which is used solely by Check Point for the Permitted Purposes.
- 1.4 **Data Protection Laws:** All applicable laws and regulations relating to the processing of Personal Data including, the Electronic Communications Data Protection Directive (2002/58/EC) and the EU's General Data Protection Regulation ("**GDPR**") (2016/679/EC), including all law and regulations implementing or made under them and any amendment or re-enactment of them. The terms "**Controller**", "**Personal Data**", "**Process**", "**Processor**" and "**Supervisory Authority**" shall have the meanings given to them in the GDPR;
- 1.5 **EU Standard Contractual Clauses:** means the model clauses incorporated into this Addendum under clause 9 (International Transfers of Data) for the transfer of Personal Data in the EU to third countries where the exporter is a Processor and the importer is a Sub-processor as approved by the European Commission by its Implementing Decision (EU) 2021/914 of June 04, 2021 or any additional replacement model clauses approved by the European Commission from time to time;
- 1.6 **Personal Data Breach:** The accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- 1.7 **Permitted Purposes:** Permitted Purposes shall mean the purposes for processing Personal Data specified in the Privacy Policy.
- 1.8 **Privacy Policy:** Check Point's Privacy Policy, as available at Check Point's public website (currently at: <https://www.checkpoint.com/privacy/>).
- 1.9 **Sub-processor:** A third party engaged by Check Point or one of its Affiliates to undertake some or all of Check Point's obligations under the Agreement, including but not limited to Processing of Personal Data; and

- 1.10 **UK Standard Contractual Clauses Addendum:** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses incorporated into this Addendum under clause 9 (International Transfers of Data) for the transfer of Personal Data in the UK to third countries and where the exporter is a Processor and the importer is a Sub-processor as approved by the UK Government.

## **2. Processing of Personal Data**

- 2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer is the Controller, Check Point is the Processor and that Check Point or Check Point Affiliates may engage Sub-processors pursuant to this Addendum.
- 2.2 Customer's Processing of Personal Data.** The Customer shall, in its use of the Check Point products and services, Process Personal Data in accordance with the requirements of Data Protection Laws.
- 2.3 Check Point Processing of Personal Data:** Check Point shall only Process Customer Personal Data in the following ways:
- (i) Processing for the purposes of provision of the Check Point products and services and/or other Permitted Purposes and otherwise in accordance with the Agreement; (ii) Processing by Customer users in their use of the Check Point products and services; (iii) Processing to comply with other documented reasonable instructions provided by the Customer; and/or (iv) as described in the Privacy Policy. The Customer shall ensure that any instructions to Check Point in relation to the Processing of Customer Personal Data shall comply with Data Protection Laws. In the event of that any of the Processing described in this clause 2.3 conflicts with Data Protection Laws, Check Point shall not be obliged to carry out the data processing affected by the conflict and shall, unless such legal requirement prohibits it from doing so, inform the Customer of the relevant conflict.
- 2.4 Data Protection Impact Assessment:** Upon the Customer's request and at the Customer's expense, Check Point shall provide the Customer with reasonable cooperation and assistance needed to fulfil the Customer's obligation under the GDPR to carry out a data protection impact assessment related to the Customer's use of the Check Point products and services but only to the extent that the Customer does not otherwise have access to the relevant information, and only to the extent that such information is available to Check Point. Check Point shall provide reasonable assistance to the Customer, at the Customer's expense, in relation to consultation with a Supervisory Authority in connection with a data protection impact assessment related to the Check Point products and services.

### **2.5 Details of the Processing:**

- (i) Subject-matter of Processing, the nature and purpose of the Processing: the provision of Check Point products and services to the Customer and/or or other Permitted Purposes.
- (ii) Duration of the Processing: for as long as necessary in connection with the provision of Check Point products and services and/or for the Permitted Purposes
- (iii) Types of Personal Data: the Customer can control the types of data analyzed and collected through the Check Point products and services
- (iv) Categories of Data Subjects: the Customer can control the types of Data Subjects whose Personal Data may be collected through the Check Point products and services

3. **Rights of Data Subjects.** Check Point shall, to the extent legally permitted, promptly notify the Customer if Check Point receives a request from a Data Subject to exercise the Data Subject's right of access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision or automated decision-making in relation to Customer Personal Data (each "Data Subject Requests"). Check Point shall not respond to a Data Subject Request without the Customer's prior written consent (unless required to do so by law) except to confirm that such request relates to the Customer, to which the Customer hereby agrees. In the event that the Customer is not itself able to fully comply with the Data Subject Request, Check Point shall, at the Customer's cost, provide reasonable assistance to the Customer in its fulfilment of the Customer's obligation to respond to a Data Subject Request under Data Protection Laws.
4. **Check Point Personnel**
- 4.1 **Confidentiality:** Check Point shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of the Customer Personal Data, have received appropriate training on their responsibilities and are subject to confidentiality undertakings.
- 4.2 **Reliability:** Check Point shall take commercially reasonable steps to ensure the reliability of any Check Point personnel engaged in the Processing of Customer Personal Data.
5. **Sub-Processors.** The Customer acknowledges and agrees that (i) Check Point Affiliates may be used as Sub-processors; and (ii) Check Point and Check Point Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Check Point products and services. Check Point shall appoint and make changes to Sub-processors at Check Point's sole discretion subject to the terms and conditions of this Agreement. The list of Sub-processors is available at Check Point's website (currently at: <https://www.checkpoint.com/sub-processors-list/>)

**Objection Right for New Sub-processors:** The Customer may object to Check Point's (or a Check Point Affiliate's) use of a new Sub-processor by notifying Check Point promptly in writing within ten (10) business days after receipt from Check Point of notice to change its Sub-processor or if Check Point publicly publishes such sub-processor in its website. In the event the Customer objects to a new Sub-processor (limited to reasonable privacy considerations), Check Point will use reasonable efforts to make available to the Customer a change in the services or recommend a commercially reasonable change to the Customer's configuration or use of the services to avoid Processing of Customer Personal Data by the relevant new Sub-processor. In the event that no such change is possible on a reasonable basis, then the Customer may stop the license for the products for which Check Point uses the rejected Sub-processor on written notice to that effect within 7 days from Check Point's notice that no change removing the Sub-processor is possible, in which case the Customer will be entitled to use the prorated value of the remaining subscription term of such product for purchasing another product or service that is not impacted by the rejected sub-processor.

## **6. Security**

- 6.1 **Controls for the Protection of Customer Data:** Check Point shall maintain appropriate technical and organisational measures for protection of the security (including protection against unauthorised or unlawful Processing, and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Customer Personal Data), confidentiality, and integrity of Customer Personal Data. Specific description of technical and security measures applied to ensure the security of data is available at <https://www.checkpoint.com/privacy/security/> as updated from time to time.

- 6.2 **Third-Party Certifications and Audits:** Upon the Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Check Point shall make available to the Customer (or the Customer's independent, third-party auditor that is not a competitor of Check Point) a summary of Check Point's then most recent third-party certifications and/or security related audits, as applicable; and as may be available in respect of the products and/or services being provided.
- 6.3 **Right of Audit and Inspection:** Check Point shall afford to the Customer access on reasonable notice and at reasonable intervals (except where there has been an actual or reasonably suspected breach of this Addendum by Check Point), to books and records relevant to the Customer Personal Data to enable the Customer to ensure that Check Point is complying with its obligations under this Addendum.
7. **Incident Notification.** Check Point shall notify the Customer, without undue delay, after becoming aware of a Personal Data Breach involving Customer Personal Data. Check Point shall use reasonable efforts to identify the cause of such Personal Data Breach and take those steps as Check Point deems reasonably practicable in order to remediate the cause of such Personal Data Breach.
8. **Return and Deletion of Customer Personal Data.** Check Point shall at the Customer's option, return Customer Personal Data to the Customer and/or, to the extent allowed by applicable law, delete Customer Personal Data within a reasonable period of time after being so requested by the Customer.
9. **International Transfers of Data**
- 9.1 **Transfer mechanisms for data transfers:** The Customer acknowledges that Check Point or any of its sub-processors (as defined above under 1.5) may transfer Customer Personal Data to locations outside the European Economic Area and / or the UK. Where this is the case, and to the extent that the data is transferred to a country which does not ensure an adequate level of data protection within the meaning of Data Protection Law, such transfers shall be subject to the Module Three Transfer (processor to processor) terms in either the EU Standard Contractual Clauses or the UK Standard Contractual Clauses Addendum, as applicable. A template of the Annexes to those EU Standard Contractual Clauses is attached in Annex A of this Addendum.
- 9.2 In the event that there is a conflict between the provisions of this Addendum and the provisions of the UK Standard Contractual Clauses Addendum or EU Standard Contractual Clauses, as applicable, the provisions of the UK Standard Contractual Clauses Addendum or EU Standard Contractual Clauses, as applicable, shall take precedence.
- 9.3 In the event that a relevant Supervisory Authority with jurisdiction over the parties or this Addendum revises, updates or replaces the UK Standard Contractual Clauses Addendum or EU Standard Contractual Clauses, or requires transfers of Personal Data made pursuant to the standard contractual clauses to be suspended, the parties will work in good faith to enter into updated standard contractual clauses or rely on an alternative safeguard under the Data Protection Laws in respect of such transfers.
10. **Agreement.** This Addendum supplements to the Agreement. Except as explicitly amended herein all the other terms of the Agreement shall apply as an integral part hereto.

## Annex A

### A. LIST OF PARTIES

**Data exporter(s):** *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union / UK*

Name: Check Point Software Technologies Ltd. Address: Shlomo Kaplan 5, Tel-Aviv, Israel

Contact person's name, position and contact details: Amir Haiman, DPO, [amirha@checkpoint.com](mailto:amirha@checkpoint.com).

Activities relevant to the data transferred under these Clauses: The data exporter provides the products and services to the Customer in accordance with the Agreement. In this regard, Customer, as data controller, provides personal data to the data exporter. Customer acknowledges that Israel was determined to have an adequate level of data protection by European Commission's adequacy decision of 31 January 2011 (2011/61/EU), so that the conclusion of SCCs is not necessary for such transfers. When providing the products and services to the Customer in accordance with the Agreement, the data exporter may transfer Customer personal data to the data importer, which acts as a sub-processor. For this purpose, data exporter and data importer have concluded EU SCCs. Role (controller/processor): Processor

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: All Check Point subsidiaries or any other sub-processor

Activities relevant to the data transferred under these Clauses: The data importer provides sub-services to the data exporter which are necessary for the data exporter to perform the Agreement.

Role (controller/processor): (Sub-)Processor

### B DESCRIPTION OF TRANSFER

*Categories of data subjects whose personal data is transferred:*

Customer may provide Check Point through Check Point's products, services and support data related to individuals, which might include, but not limited to, Personal Data of the Customer's employees, agents, customers, users and vendors, provided that Customer shall obtain all necessary authorizations, approvals, consents and permits per the Data Protection Laws for providing such data to Check Point for processing in accordance with this Addendum.

*Categories of personal data transferred:*

Data related to individuals provided to Check Point by Customer (including via its users) through Check Point's products, services and support.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

Customer is requested not to share any sensitive data.

*The frequency of the transfer:*

Continuous basis during the term of the Agreement depending on the use of the Check Point's products, services by Customer.

*Nature of the processing:*

The nature of the processing is the performance of Check Point's obligations to provide products and services pursuant to the Agreement. *Purpose(s) of the data transfer and further processing:*

To provide Check Point's products and services to the Customer and/or for other Permitted Purposes.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:*

The term of the Agreement in which Check Point provides services and products to Customer plus the period thereafter until deletion of all Customer Personal Data by Check Point in accordance with Clause 8 of this Addendum. *For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:*

The purpose, nature and duration of processing mentioned above.

### **C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13 of the EU SCCs:*

### **D. TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Description of the technical and organisational measures implemented by the data importer (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- i. Check Point takes extensive measures to ensure that all Customer Personal Data is secured.
- ii. Check Point employs a wide range of security tools and methodologies to manage security threats, including vulnerability scanning, penetration testing, security event management and advanced threat protection. Check Point strives to keep patch levels up to date for all systems holding the data of Check Point's customers.
- iii. Check Point uses many of its own products in securing its network and services, such as the latest firewalls and IPS solutions used for protecting and monitoring Check Point's systems from unauthorized access, WAF and API protection, endpoint gateways and mobile devices protection, software blades used for managing access to applications, anti-malware and encryption technology.
- iv. Access rights to Personal Data are restricted on a least privileged access principal basis, only as required for providing security and product functionality and limited to dedicated personnel for debugging and troubleshooting.
- v. Rigorous security reviews are performed as part of a defined protocol.



Specific description of technical and organizational measures applied to ensure the security of data is available at <https://www.checkpoint.com/privacy/security/> as updated from time to time.

#### **E. LIST OF SUB-PROCESSORS**

Check Point shall be permitted to engage further Check Point Affiliates and third-party Sub-processors at Check Point's sole discretion in connection with the provision of the Check Point products and services, subject to the terms and conditions of this Agreement.



**Terms of Service – Cloud Services; Infinity Portal**

**Cloud End-user License Agreement**

THE TERMS OF SERVICE SET FORTH BELOW (THESE "TERMS") GOVERN YOUR USE OF CHECK POINT'S SERVICES (AS DEFINED BELOW) AND ARE A LEGAL AGREEMENT BETWEEN THE INDIVIDUAL USING THE SERVICES AND ANY LEGAL ENTITY ON WHOSE BEHALF SUCH INDIVIDUAL IS ACTING ("YOU" OR "YOUR") AND CHECK POINT SOFTWARE TECHNOLOGIES LTD. ("CHECK POINT"). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES.

BY YOUR USE OF SERVICE PROVIDED OR YOUR CLICKING TO ACCEPT OR AGREE THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE ANY INFORMATION CONTAINED IN THE SERVICE. YOUR CONTINUED USE OF SERVICE PROVIDED SHALL BE DEEMED TO BE YOUR CONTINUED AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

**1. SERVICES**

"Services" shall mean: (i) the products and services in the Check Point CloudGuard, Harmony, Horizon, Harmony SASE and Quantum Smart-1 families and brands; (ii) any cloud or SaaS products and services available through Check Point's Infinity Portal; and (iii) any other Check Point products and services provided to You in association with these Terms, including any management, dashboard and/or ancillary tool or service provided by Check Point in connection with the Services, except for any hardware. Check Point may update the list of Services from time to time.

**2. RIGHT TO USE AND RESTRICTIONS**

2.1 Right to Use the Services. If You purchased a valid subscription license to a Service, subject to these Terms and the terms specified in Your order for Services (including from a Check Point authorized reseller or distributor), as approved by Check Point, at its sole discretion ("Service Order"), and payment of the applicable fees, Check Point hereby grants only to You, a non-exclusive, non-sublicensable, non-transferable license for the service term specified in your Service Order ("Service Term") to access and use the Services in accordance with the relevant documentation provided by Check Point. Except as otherwise specified herein or as agreed in writing, during the Service Term, the subscription license and payment of the applicable fees shall be non-cancellable and non-refundable.

2.2 Restrictions.

2.2.1 You may use the Services only as described in Your Service Order and the Service description in Check Point's product catalogue and the accompanying documentation and subject to the permitted scope and fair usage as to be defined by Check Point from time to time, including, without limitation, maximum authorized users, applications, devices, gateways, cores, virtual machines (VMs), assets, data traffic, bandwidth, throughput, logs and Service capacity (collectively, "Permitted Scope"). Check Point may use technical tools to measure Your Service consumption and verify Your compliance with the Permitted Scope and these Terms.

Without derogating from the above, with respect to each of the Harmony Connect Remote Access and the Harmony Connect Internet Access Services, the Permitted Scope per licensed unit covers a maximum of 12GB of traffic sent through the Harmony Connect cloud per month during the applicable subscription term.

2.2.2 You may not copy the Services, the underlying technology and any documentation provided in connection therewith, in whole or in part (collectively, "Technology"). You agree not to allow others to use the Services and You will not use the Services for the benefit of third parties. You acknowledge that the source code underlying the Technology, and any other underlying ideas or concepts, are valuable intellectual property of Check Point and You agree not to attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of any portion of the Technology by any means whatsoever. You will not develop methods to enable unauthorized parties to use the Technology, or to develop any other product and/or service containing any of the concepts and ideas contained in the Technology not independently developed by You. You will not (and will not direct any third party to) modify the Technology or incorporate any portion of the Technology into any software and/or service or create a derivative work of any portion of the Technology. You shall not use the Services to conduct any activity which is fraudulent and/or which violates any applicable law or regulation, infringes rights of any party or breaches these Terms and the terms of use of any third party **SaaS (software as-a-service) application** linked or connected to the Service ("Third Party Application"). No Service, nor any portion thereof, may be used by or on behalf of, accessed by, re-sold to, rented to, or distributed to any other party.

2.3 Managed Service Provider. Notwithstanding Section 2.2 of these Terms, if it is indicated in Your Service Order that You provide the Services to Your Customers as a managed service provider or if you are a party to a managed service provider agreement with Check Point (including via an authorized Check Point distributor) ("Managed Service Provider"), the Services are licensed to You only for the operations of Your customers. You are responsible for (i) the compliance with these Terms by Your customers (ii) obtaining the consent of each of Your customers to these Terms as a condition to use by each such customer of the Service; and (iii) maintaining an evidence of such consent.

2.4 Trial or Evaluation License. If You use the Services for an initial trial or evaluation period, the right to use the Services is valid only for the designated period determined by Check Point, at its sole discretion, and is designed to allow You to evaluate the Services during such period. Check Point may, in its sole discretion, at any time prior to or during such period, discontinue provision of the Services and terminate the right to use the Services with immediate effect. Upon expiration or termination of such period, Your rights under these Terms with respect to such terminated or expired Services shall terminate.

2.5 Third Party Applications. Certain Services are linked and connected to **Third Party Applications**. You agree that Check Point has no control over the Third Party Applications nor the content or information posted therein. Check Point shall have no responsibility or liability whatsoever in connection with any Third Party Application. Third Party Applications may have terms of use and privacy policies that are different from those herein. You are responsible to review such terms and policies at the third parties' websites' respective privacy notices and terms of service.

2.6 Excess Usage. Without derogating from Section 2.2 above and from any other remedy available to Check Point, if Your usage of the Services exceeds the Permitted Scope, Check Point shall be entitled to: (i) charge You per its list price, as amended from time to time (including through its authorized resellers and distributors), for such additional Service subscription licenses as required to cover the excess usage; and (ii) upon notice, limit, suspend or terminate Your license to use the Service.

### **3. MAINTENANCE AND SUPPORT**

3.1 Support Terms. Subject to Your purchase of support and maintenance as described in Your Service Order and to payment of the applicable fees, You shall be provided with support and maintenance per the applicable service level indicated in your Service Order and for the covered Services thereto (the "Support Services") The purchase of Support Services shall be governed by the terms of the applicable support program and service level agreement

available at <https://www.checkpoint.com/support-services/support-plans/> or at any successor webpage. Unless otherwise stated in Your Service Order or Your agreement with Check Point, the purchasing of a valid subscription license to a Service does not cover the payment for the corresponding Support Service.

3.2 Collaborative Support. If You purchase Support Service per one of Check Point’s Collaborative Support Programs, Check Point shall not be responsible for the actions or omissions of Your support partner.

**4. SERVICE LEVEL**

4.1 Service Availability. Check Point will use commercial reasonable efforts that each of the Services listed in the table below (except for Beta Service, as defined below) will be available for such time of each calendar month, as specified opposite to the name of such Service (“Monthly Service Availability”).

Services	Monthly Service Availability
Harmony Connect, Harmony SASE*, Perimeter 81*	99.999%
Infinity Portal, Horizon XDR/XPR, Horizon Events, Horizon SOC, Quantum Smart-1 Cloud, Harmony Email & Collaboration, CloudGuard Posture Management, CloudGuard Workload, CloudGuard AppSec	99.9%

\*Under the following configuration: (i) deploy network in at least two availability zones within the same region; (ii) set up two gateways per availability zone; (iii) connect tunnels to gateways on 2 different regions; (iv) whitelist all gateways’ IP addresses if you are deploying through gateways instead of using tunnels.

The Monthly Service Availability shall be calculated as follows:

$$\text{Monthly Service Availability (\%)} = A / B \times 100$$

- A = total number of minutes in the relevant calendar month, excluding any Outage Minutes (as defined below).
- B = total number of minutes in the relevant calendar month.

“Outage Minutes” shall mean minutes in which the applicable Service is completely unavailable and inactive while Your systems and internet connection are working properly, other than unavailability due to: (i) Your acts, omissions or requests; (ii) Service adjustments performed per Your request; (iii) error or malfunction of an ancillary tool of the Service which is deployed and/or managed by You, including, without limitation, the Service’s application connector; (iv) an event beyond the reasonable control of Check Point, including, without limitation, the performance or availability of Third Party Applications, webpages or internet or other services controlled by third parties, an act of God, war (declared or undeclared), revolution, rebellion or civil strife, terrorist acts, riots, acts of public enemies, labor strikes or shortages, earthquakes, fires, floods, storms, explosions and governmental and regulatory actions (together, sub-sections (i)-(iv), the “Excluded Time”).

4.2 Service Latency. Check Point will use commercial reasonable efforts that average monthly latency of the Harmony Connect Services during each calendar month will be of 50millisecond or less (“Monthly Service Latency”). The latency shall be measured from the time the Harmony Connect enforcement node receives a data packet to the time the Harmony Connect enforcement node attempts to deliver the same data packet to the internet, except for delay in connection with any Excluded Time. The average Monthly Service Latency will be measured only for the 95% of the traffic transferred through the Harmony Connect Service during a calendar month with the lowest latency rate.

4.3 Service Credits. If notwithstanding Sections 4.1 and 4.2 of these Terms, the Monthly Service Availability or the Monthly Service Latency of the applicable Service during a calendar month is below the thresholds specified therein, You may request Check Point to extend Your current Service Term by additional days (“Service Credits”) at no extra charge as follows, subject to a maximum of 1 month of Service Credits per year of Service:

Monthly Service Availability	Service Credits
Equal to or above 99% and below the applicable threshold in Section 4.1 above	3 days
Below 99%	10 days

Monthly Service Latency	Service Credits
Equal to or above 50 millisecond and below 100 millisecond	3 days
Above 100 millisecond	10 days

You agree that grant of Service Credits in accordance with this Section 4.3 is Your sole remedy in connection with the availability and latency of the Services or a failure by Check Point to comply with Section 4 of these Terms. If you have any claims for Service Credits, You may provide Check Point a notice of such claims only within ten (10) business days of the end of the applicable calendar month. For the avoidance of doubt, Service Credits are non-refundable and may be exercised only by extension of the current Service Term.

## 5. PRIVACY

5.1 Privacy Policy. You acknowledge and agree that use of Services (and any other Check Point’s products and services) is subject to the processing of information (which might contain personal information) pursuant to Check Point’s Privacy Policy, which is available at <https://www.checkpoint.com/privacy/> and which is incorporated herein by reference (“Privacy Policy”).

5.2 Authorizations. You are responsible to obtain all necessary authorizations, approvals, consents and permits per the applicable law (if any) for: (i) providing the data You share with Check Point in connection with the Services and/or Your communication with Check Point; and (ii) Check Point’s processing and storing of such data in accordance with the Privacy Policy.

5.3 DPA. Check Point’s Customers Data Protection Addendum (DPA), which is available at <https://www.checkpoint.com/customersdpa/> forms an integral part of these Terms and is incorporated herein by reference.

## 6. TITLE AND INTELLECTUAL PROPERTY

All right, title, and interest in and to the Services, including, without limitation, any technologies, products, services and intellectual property rights in connection with the Services, and any improvement or derivative work in connection therewith shall remain with Check Point and its licensors. The Services are protected under international copyright, trademark and trade secret and patent laws. The license granted herein does not constitute a sale of the Services or any portion thereof.

## 7. TERM AND TERMINATION

These Terms are effective for the Service Term. Check Point may terminate these Terms upon Your breach of any of the provisions hereof that is not cured within thirty (30) days. These Terms will terminate immediately without notice from Check Point if (i) You fail to comply with any material provision of these Terms, or (ii) Your rights to use

the Services are expired or terminated for any reason. Upon termination of Your right to use the Services under these Terms, You agree to cease all use of the Services, and so certify to Check Point. Except for Your rights to use Services and for maintenance and support and as expressly provided herein, the Terms hereunder shall survive any termination or expiration.

## 8. INDEMNIFICATION

8.1 Check Point shall pay all costs, liabilities, damages and other amounts finally awarded against You from an action, to the extent based on a third-party claim that Your use of the Services (excluding any Third Party Applications) in accordance with these Terms and within the Permitted Scope, directly infringes any US or EU patent or trademark issued as of the date of Your Service Order or any copyright or trade secret, provided that (i) You promptly notify Check Point of any and all threats, claims or proceedings potentially implicating the indemnity obligations set forth in this Section 8.1 and prior to taking any action which could adversely impact the defense; and (ii) Check Point is given reasonable assistance and the opportunity to assume sole control over the defense of the claims and/or allegations for which indemnity is sought under this Section 8.1 as well as sole control over all negotiations for a settlement or compromise of those claims. Check Point will not be responsible for any settlement it does not approve in writing in advance and/or for any allegation of trade-secret misappropriation, other than one based on an allegedly wrongful act of misappropriation by a Check Point employee or agent.

If a Service is, or in Check Point's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, Check Point may in its sole discretion: (i) procure, at no cost to You, the right to continue using such Service; (ii) replace or modify the Service, at no cost to You, to make it non-infringing (even if that modification materially impacts the value or utility of the Service), or (iii) terminate the license for the infringing Service and grant a refund credit thereon as depreciated on a monthly basis and reflecting the remaining Service subscription term.

THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CHECK POINT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES AND IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT.

The foregoing indemnity obligation of Check Point does not apply with respect to a Service or portions or components thereof: (i) not provided by Check Point, (ii) made in whole or in part in accordance Your specifications, (iii) which are modified by anyone other than Check Point, if the alleged infringement relates to such modification, (iv) combined with other products, services, processes or materials where the alleged infringement relates to such combination, (v) where Check Point could not be held liable for inducing or contributing to infringement of Your asserted claims; (vi) with respect to which a claim or allegation of infringement was first made prior to the date of Your Service Order; (vii) where the claim arises because of Your decision to offer indemnity to a third party that is greater in scope than the indemnity offered herein; or (viii) where You continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. Check Point also shall have no indemnity obligation for legal fees, costs or expenses You incurred prior to the time You provide Check Point both (a) notice of the claim and (b) materials from which Check Point could reasonably determine that indemnity is owed. You will indemnify Check Point and its officers, directors, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from Check Point's indemnity obligation by this Section 8.1.

8.2 You agree to defend, indemnify and hold harmless Check Point, its vendors, officers, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your unauthorized use of the Services; (ii) Your violation of any applicable laws, regulations or third party rights, including, without limitation, any intellectual property rights or privacy rights, in connection with Your use of the Services; and (iii) Your violation of any of these Terms or the applicable terms of a **Third Party Application**.

## **9. LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY**

9.1 Limited Warranty. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CHECK POINT DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE UNINTERRUPTED OR ERROR FREE. CHECK POINT DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.2 Limitation of Liability. You are solely responsible for adequate protection and backup of the data and equipment used in connection with the Services. Check Point does not guarantee that the information accessed by the Services will be accurate or complete. You acknowledge that performance of the Services may be affected by any number of factors, including without limitation, technical failure of the Services, the acts or omissions of third parties and other causes reasonably beyond the control of Check Point. Certain features of a Service may not be forward-compatible with future versions of such Service, and use of such features with future versions of such Service may require to purchase the applicable future version of the Service. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT WILL CHECK POINT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THESE TERMS AND THE SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR: (I) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER CHECK POINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE THIRD PARTY APPLICATIONS AND YOUR SYSTEMS, INCLUDING, WITHOUT LIMITATIONS THE PERFORMANCE OF THE THIRD PARTY APPLICATIONS AND YOUR SYSTEMS AND ANY CONTENT THEREIN. CHECK POINT’S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEE RECEIVED BY CHECK POINT FOR THE PARTICULAR SERVICE SUBSCRIPTION LICENSE WHICH CAUSED THE DAMAGES.

## **10. PRE-RELEASE VERSIONS**

10.1 License Grant. With respect to any pre-release version of a Service, including a beta, evaluation or an early availability product, service or feature (all collectively referred to herein as a “Beta Services”) that may be provided to You by Check Point from time to time, at its sole discretion, Check Point grants You a non-transferable and non-exclusive license to use the Beta Services for evaluation purposes only. The license is designed to provide You with early operational experience with the Beta Services and to provide Check Point with specified information regarding Your experiences with the use and operation of the Beta Services. The license shall be in effect for a limited period as determined by Check Point and certain other restrictions may apply. You may be asked to sign a separate agreement pertaining to the Beta Services.

10.2 No Obligations. Notwithstanding anything herein to the contrary, Check Point has no obligation to provide support, maintenance, upgrades, modifications, or new releases for a Beta Products and Services. Owing to the experimental nature of the Beta Services, You are advised not to rely exclusively on the Beta Services for any reason. IN NO EVENT WILL CHECK POINT BE LIABLE TO YOU OR ANY OTHER PERSON FOR DAMAGES, DIRECT OR INDIRECT, OF ANY NATURE OR EXPENSES INCURRED BY YOU IN CONNECTION WITH THE BETA SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES IN CONNECTION WITH THE BETA SERVICES SHALL BE TO TERMINATE THE BETA TEST BY WRITTEN NOTICE TO CHECK POINT.

## **11. COMPLIANCE WITH LAW**

You agree to use the Services only as permitted by and in compliance with any applicable law and regulation in any relevant jurisdiction, including, without limitation, laws and regulations regarding export and privacy. You warrant and agree that You are not: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran,

Syria, Lebanon, Sudan, the Crimea, the Luhansk People's Republic (LNR), or the Donetsk People's Republic (DNR) regions of Ukraine, or any other country or region to which the United States and/or the State of Israel have prohibited export transactions, or (ii) on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

## 12. GENERAL

12.1 Miscellaneous. You may not assign Your rights or obligations under these Terms without the prior written consent of Check Point. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of these Terms shall remain in full force and effect. The laws of the State of Israel shall govern all issues arising under or relating to these Terms, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to these Terms shall be resolved exclusively in the appropriate Israeli court sitting in Tel Aviv-Yafo district, Israel. These Terms will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. These Terms sets forth the entire understanding and agreement between You and Check Point and may be amended only in writing signed by both parties. Notwithstanding the above, in case Check Point approves your Service Order through any of its subsidiaries or billed You via such subsidiaries, these Terms shall apply between You and such applicable subsidiary.

12.2 Third Party Technology. Certain software programs and services provided by third parties ("Third Party Technology") may be provided for use as part of the Services, subject to the licenses of their respective proprietors. The provisions of these Terms shall apply to all Third Party Technology and to such third parties that have the right to grant licenses for the use of the Third Party Technology ("Third Party Technology Providers") as if they were the Services and Check Point, respectively, unless they are specifically listed and addressed at <https://www.checkpoint.com/about-us/third-party-trademarks-and-copyrights/>, in which case, such Third Party Technology Provider's licenses terms will apply with respect to those specific Third Party Technology.

12.3 Additional Products and Services. You accept and agree that the use and installation of any software of Check Point which is not a Service and/or any hardware product of Check Point (collectively, "Products"), including, without limitation, those Products connected to or managed through the Infinity Portal shall be governed by Check Point's End-user License Agreement available at <https://www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/>, which is incorporated herein by reference. You accept and agree that once You connect a Product to Your network, device and/or Infinity Portal account, such Product may automatically download and upload certain data, traffic and updates, to be used for the installation, operation and configuration of the Product.

12.4 Government Restricted Rights. This provision applies to Services acquired directly or indirectly by or on behalf of any government. The Services are commercial services, licensed on the open market at market prices. Any use modification, reproduction, release, performance, display, or disclosure of the Services by any government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by of these Terms, and no license to the Services is granted to any government requiring different terms.

12.5 Feedback. You may provide Check Point feedback or suggestions regarding the Services. Check Point will be free to use such feedback and suggestions without any restriction or obligation.

12.6 Modifications. You agree that Check Point may revise these Terms at any time. In the event Check Point revises these Terms, Check Point will publish a notice containing a link to the revised Terms or upload them to its public website. You agree that Your continued use of the Service after such revisions have been made will constitute your acceptance of such revised Terms.

12.7 Questions? Should You have any questions concerning these Terms, contact Check Point Software Technologies Ltd., 5 Shlomo Kaplan Street, Tel Aviv, 67897 Israel.



# I. Software License Agreement & Hardware Warranty

## II. End-user License Agreement

### **PART I – LICENSE AGREEMENT**

This License Agreement (the “Agreement”) is an agreement between you (both the individual installing and/or using the Product and any legal entity on whose behalf such individual is acting) (hereinafter “You” or “Your”) and Check Point Software Technologies Ltd. (hereinafter “Check Point”).

TAKING ANY STEP TO SET-UP, USE OR INSTALL THE PRODUCT CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF YOU SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT SUCH ORDER IS CONSIDERED AN OFFER BY YOU, CHECK POINT’S ACCEPTANCE OF YOUR OFFER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THE TERMS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. THIS AGREEMENT SUPERSEDES ANY PREVIOUS VERSIONS. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, NOT INSTALL NOR USE THE PRODUCT.

### **1. DEFINITIONS**

“**Affiliate**” means any legal entity (i) directly or indirectly owning or controlling You; (ii) under the same direct or indirect ownership or control as You; or (iii) directly or indirectly controlled by You. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or of more than fifty percent (50%) of the voting rights.

“**Licensed Configuration**” means to the extent applicable, as indicated on the License Key, the choice of features and the maximum number of users, devices or nodes (an internal computing device with an IP address) on the trusted side of the network or that

is trying to traverse the firewall, and the numbers of cores, or the maximum throughput capacity stated, or the code generated from the master installation, or any other hardware or software specifications, as declared by You in Your purchase order, or request for License Key, and upon which the licensing fee was based. If the Product purchased by You does not come with a License Key then the Licensed Configuration shall be the minimum configuration allowed for the Product by Check Point upon which the licensing fee was based.

**“Licensed-server”** means the server or appliance (defined by the host ID identified by You to Check Point when obtaining the License Key) which enables the Product to operate in accordance with the Licensed Configuration.

**“License Key”** means the code provided to You by Check Point, which enables the Product to operate on the Licensed-server or appliance for the specified Licensed Configuration.

**“Product”** means the object code copy of the software program, including Third Party Software, provided to You in association with this Agreement, together with the associated original electronic media and/or associated hardware devices (“Hardware Products”) and all accompanying manuals and other documentation, if available, and together with all enhancements, upgrades, and extensions thereto that may be provided by Check Point to You from time to time.

**“Managed Service Provider”** means (a) You are in the regular business of managing the functionality of the Product for a fee, to entities that are not Your Affiliates (each a “Service Customer”); or if You are a company that provides such managed services to Standard Users that are a part of your corporation or of your Affiliates or (b) You indicated in Your purchase order or in requesting the License Key, that You intend to use the Products on behalf of Service Customers, and (c) You purchased the managed service provider package, if applicable.

**“Services”** shall mean: (i) the products and services in the Check Point CloudGuard, Harmony, Infinity Vision and Quantum Smart-1 families and brands products and services; (ii) any cloud or SaaS products and services available through Check Point’s Infinity Portal; and (iii) any management, dashboard and/or ancillary tool or service provided by Check Point in connection with such Services, except for any hardware. Check Point may update the list of Services from time to time.

**“Standard User”** means You indicated in Your purchase order or in requesting the License Key that You intend to use the Products on Your own behalf, or You obtained the products from a Managed Service Provider, reseller, vendor or any other intermediate supplier.

**“Third Party Software”** means any software programs provided by third parties contained in the Product.

**“Third Party Software Provider”** means the third party that has the right to provide and grant licenses for the use of Third Party Software.

## **2. LICENSE AND RESTRICTIONS**

2.1 License. Subject to the terms and conditions of this Agreement, and payment of the applicable Product fees, Check Point hereby grants only to You, a non-exclusive, nonsublicensable, non-transferable perpetual license (with the exception of (i) the license shall not be perpetual if the Product is designated for a limited time period only, in which case the license shall terminate at the expiration of the applicable period; and (ii) with regards to any Hardware Product, the license shall be valid only as part of and for the life of the originally designated Hardware Product) to install and use the copy of the Product in accordance with the relevant end user documentation provided by Check Point only on the Licensed-server and only for the Licensed Configuration. You have no right to receive, use or examine any source code or design documentation relating to the Product. Except as otherwise specified herein, the Product license and payment of the applicable fees shall be non-cancellable and non-refundable during the applicable license term.

2.2 Standard User Restrictions. If You are a Standard User, the Products are licensed to You solely for use by You to provide policy management for Your own operations. To the extent applicable, You may reproduce the downloaded or installed Product for the purpose of connecting only with a duly licensed Check Point product, in accordance with the functionality, as described in the accompanying documentation for which You have paid the applicable fees to Check Point, and only within the designated limits of Your Product license for which You have purchased and provided to users, according to the restricted, maximum, authorized number of users, computer instances (means a computing unit individuated by an instance of an operation system), or copies of the Product (as the case may be) that can be used and installed at any given time. No Product, nor any portion thereof, may be used by or on behalf of, accessed by, re-sold to, rented to, or distributed to any other party. Except as otherwise specified herein, the

Product license and payment of the applicable fees shall be non-cancellable and non-refundable during the applicable license term.

2.3 Managed Service Provider Restrictions. If You are a Managed Service Provider, the Products are licensed to You for use by You to manage the functionality of the Product only for the operations of Your Service Customers. You are responsible for the compliance with the applicable terms and conditions set forth in this Agreement by your Service Customers. No Product, nor any portion thereof, may be used by or on behalf of, accessed by, re-sold to, rented to, or distributed to multiple customers, or to any other party, except for the management of Your Service Customers who have made a valid purchase of the Product.

2.4 General Restrictions. Except for copies solely for back-up or disaster recovery purposes or as may be permitted by applicable law, You may not copy the Product, in whole or in part. You must reproduce and include the copyright notice and any other notices that appear on the original Product on any back up copy. You agree not to allow others to use the Product and You will not use the Product for the benefit of third parties. You acknowledge that the source code of the Product, and the underlying ideas or concepts, are valuable intellectual property of Check Point and You agree not to, except as expressly authorized and only to the extent established by applicable statutory law, attempt to (or permit others to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Products by any means whatsoever. You will not develop methods to enable unauthorized parties to use the Product, or to develop any other product containing any of the concepts and ideas contained in the Product not independently developed by You. You will not (and will not direct any third party to) modify Product or incorporate any portion of Product into any other software or create a derivative work of any portion of the Product. You will not (and will not direct any third party to) remove any copyright or other proprietary notices from the Product. Your use of the Product may require the purchase of separate licenses to use particular features, functionalities, operations, or capabilities.

2.5 Specific Restrictions. The Product is licensed to You based on the applicable Licensed Configuration purchased, as set forth in the Licensed Configuration definition in Section 1. The License permits the use of the Product only in accordance with the Product specifications as declared by You in Your purchase order, or request for License Key, and upon which the licensing fee was based. It is a violation of this License Agreement

to create, set-up or design any hardware, software or system which alters the number of readable IP addresses, users, number of cores or exceeds the maximum throughput capacity presented to the Product with the intent, or resulting effect, of circumventing the Licensed Configuration.

2.6 Evaluation License. This Section shall only apply if You are licensing the Product for an initial evaluation period. The license is valid only for the designated evaluation period and is designed to allow You to evaluate the Product during such period. In the event that You wish to enter into a longer-term license agreement with Check Point, You may request a License Key from Check Point which if provided to You will allow You to use the Product after such evaluation period, but only subject to all of the terms and conditions of this Agreement. In the event that You determine not to enter into a licensing transaction with Check Point at the end of such evaluation period, or in the event that Check Point advises You that discussions with respect to a licensing transaction have terminated, then Your rights under this Agreement shall terminate and You shall promptly return to Check Point or destroy all copies of the Product.

2.7 Disabled License-server. The License Key You obtain from Check Point enables the Licensed-server which enables You to use the Licensed Configuration of the Product. If your Licensed-server is disabled for any reason, Check Point may, at its sole discretion, issue You another License Key which will enable You to operate this Product on a substitute Licensed-server. In this event, You agree not to use the Product on the original Licensed-server nor its License Key.

2.8 Customization for Product with VPN Functionality. For a Product with VPN functionality, customization is permitted to allow the inclusion of a bitmap on the left side of the authentication challenge/response dialog, and the insertion of text in the authentication success and authentication failure dialog boxes; provided, however, that the Product is used to communicate with a Check Point VPN-1 gateway licensed to the entity using the Product and the customization may not contain any reference to a competitive gateway or to Check Point products or services without Check Point's prior written approval.

2.9 Check Point Media Encryption Blade, DLP-1 Product Family and Check Point Capsule Docs Product Family. If you are using any of these products, in many countries you may be required to advise users that their data, actions taken on the data, and web traffic may be inspected. Please consult the Check Point user guide and local laws as applicable.

2.10 Third Party Violation. In purchasing a Product, You are acknowledging that Check Point may need to make a determination for You on the potential effect the identified programs may have on Your system. You agree that the Product may automatically delete and/or restrict access to certain programs and/or provide to You the customized ability to delete and/or restrict access to certain programs. The deletion and/or restriction of access to any of these programs may be in violation with other license agreements that You have knowingly or unknowingly agreed to. The deletion and/or restriction of these programs and the potential violation of a third party license is Your responsibility. Check Point has no ability to verify what, if any, third party agreements You may have agreed to.

2.11 Inspecting Encrypted Traffic. Certain Check Point products and/or features may enable the inspection of encrypted traffic. The ability to define the inspection rules is provided to You and You may define it based on your organizational needs. However, it shall be your sole responsibility to comply with all applicable laws and regulations in defining Your inspection rules and privacy regulations. You understand that this feature enables decrypting the traffic at the gateway in order to inspect it, after which it is re-encrypted before it is sent to the server.

2.12 Initial Installation. You accept and agree that once You connect a Product to Your network, device and/or Infinity Portal account, such Product may automatically download and upload certain data, traffic and updates, to be used for the installation, operation and configuration of the Product.

### **3. MAINTENANCE AND SUPPORT**

3.1 Support Terms. Check Point has no obligation to provide You with any service (such as, but not limited to, technical support, maintenance, upgrades, modifications, or new releases) under this Agreement. The purchase of services, if applicable, shall be governed by the applicable Service Level Agreement available at [www.checkpoint.com/support-services/support-plans/](http://www.checkpoint.com/support-services/support-plans/) or at any successor webpage. Any purchase of upgrades shall be subject to this Agreement, unless otherwise indicated by Check Point.

3.2 Support Terms. If You purchase support services per one of Check Point's Collaborative Support Programs, Check Point shall not be responsible for the actions or omissions of Your support partner.

#### **4. TITLE AND INTELLECTUAL PROPERTY**

All right, title, and interest in and to the Products, including, without limitation, any technologies, products, services and intellectual property rights in connection with the Products, and any improvement or derivative work in connection therewith, shall remain with Check Point and its licensors. The Products is are protected under international copyright, trademark and trade secret and patent laws. The license granted herein does not constitute a sale of the Product or any portion or copy of it.

#### **5. TERM AND TERMINATION**

This Agreement is effective until terminated. Check Point may terminate this Agreement upon Your breach of any of the provisions hereof that is not cured within thirty (30) days. This Agreement will terminate immediately without notice from Check Point if You (i) fail to comply with any material provision of this Agreement, or (ii) if the license of the Product is terminated for any reason. Upon termination of this Agreement, You agree to cease all use of the Product and to return to Check Point or destroy the Product and all documentation and related materials in your possession, and so certify to Check Point. Except for the license granted herein and as expressly provided herein, the terms of this Agreement shall survive termination.

#### **6. INDEMNIFICATION**

6.1 Check Point shall pay all costs, liabilities, damages and other amounts finally awarded against You from an action, to the extent based on a third-party claim that Your use of the Products in accordance with this Agreement and within the permitted scope of the license provided by Check Point, directly infringes any US or EU patent or trademark issued as of the date of Your Purchase Order or any copyright or trade secret, provided that (i) You promptly notify Check Point of any and all threats, claims or proceedings potentially implicating the indemnity obligations set forth in this Section 6.1 and prior to taking any action which could adversely impact the defense; and (ii) Check Point is given reasonable assistance and the opportunity to assume sole control over the defense of the claims and/or allegations for which indemnity is sought under this Section 8.1 as well as sole control over all negotiations for a settlement or compromise of those claims. Check Point will not be responsible for any settlement it does not approve in writing in advance and/or for any allegation of trade-secret misappropriation, other than one based on an allegedly wrongful act of misappropriation by a Check Point employee or agent.

If a Product is, or in Check Point's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, Check Point may in its sole discretion: (i) procure, at no cost to You, the right to continue using such Product; (ii) replace or modify the Product, at no cost to You, to make it non-infringing (even if that modification materially impacts the value or utility of the Product), or (iii) terminate the license for the infringing Product and grant a refund credit thereon as depreciated on a basis of the shorter of: (a) 36 months; or (ii) Your Product license term.

THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CHECK POINT WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS AND IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT.

The foregoing indemnity obligation of Check Point does not apply with respect to a Product or portions or components thereof: (i) not provided by Check Point, (ii) made in whole or in part in accordance Your specifications, (iii) which are modified by anyone other than Check Point, if the alleged infringement relates to such modification, (iv) combined with other products, services, processes or materials where the alleged infringement relates to such combination, (v) where Check Point could not be held liable for inducing or contributing to infringement of Your asserted claims; (vi) with respect to which a claim or allegation of infringement was first made prior to the date of the applicable Purchase Order; (vii) where the claim arises because of Your decision to offer indemnity to a third party that is greater in scope than the indemnity offered herein; or (viii) where You continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. Check Point also shall have no indemnity obligation for legal fees, costs or expenses You incurred prior to the time You provide Check Point both (a) notice of the claim and (b) materials from which Check Point could reasonably determine that indemnity is owed. You will indemnify Check Point and its officers, directors, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from Check Point's indemnity obligation by this Section 6.1.

6.2 You agree to defend, indemnify and hold harmless Check Point, its vendors, officers, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your unauthorized use of the Products; (ii) Your violation of any applicable laws, regulations or third party



rights, including, without limitation, any intellectual property rights or privacy rights, in connection with Your use of the Products; and (iii) Your violation of any of the terms of this Agreement.

## **7. LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY**

7.1 Limited Software Warranty. Check Point warrants to You that the encoding of the software program on the media on which the Product is furnished will be free from defects in material and workmanship, and that the Product shall substantially conform to its user manual, as it exists at the date of delivery, for a period of ninety (90) days. Check Point's entire liability and Your exclusive remedy under this warranty shall be, at Check Point's option, either: (i) return of the price paid to Check Point for the Product, resulting in the termination of this Agreement, or (ii) repair or replacement of the Product or media that does not meet this limited warranty. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7.1, THE PRODUCT AND ANY SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CHECK POINT DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. CHECK POINT DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives You specific legal rights. You may have other rights that vary from state to state.

7.2 Limited Hardware Warranty. Check Point's warranty for Hardware products is described in the Limited Hardware Warranty page attached to this Agreement.

7.3 Limitation of Liability. You are solely responsible for adequate protection and backup of the data and equipment used in connection with the Product. Check Point does not guarantee that use of the Product will be uninterrupted or error-free. Check Point does not guarantee that the information accessed by the Product will be accurate or complete. You acknowledge that performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of Check Point. Certain features of the Product may not be forward-compatible with future versions of the Product and use of such features with future versions of the Product may require purchase of the applicable future version of the Product. EXCEPT FOR BODILY INJURY OF A PERSON,

IN NO EVENT WILL CHECK POINT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER CHECK POINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHECK POINT'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEES RECEIVED BY CHECK POINT UNDER THIS LICENSE FOR THE PARTICULAR PRODUCT(S) WHICH CAUSED THE DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

## **8. PRE-RELEASE VERSIONS**

8.1 License Grant. With respect to any pre-release version of a Check Point product, including a Beta or an Early Availability product (all collectively referred to herein as a "Beta Product") that may be provided to You by Check Point from time to time, at its sole discretion, Check Point grants You a non-transferable and non-exclusive license to use the Beta Product for evaluation purposes only. The license is designed to provide You with early operational experience with the Beta Product and to provide Check Point with specified information regarding Your experiences with the installation and operation of the Beta Product. The license shall be in effect for a limited period as determined by Check Point and certain other restrictions may apply. You may be asked to sign a separate agreement pertaining to the Beta Product.

8.2 No Obligations. Check Point has no obligation to provide support, maintenance, upgrades, modifications, or new releases for a Beta Product. Owing to the experimental nature of the Beta Product, You are advised not to rely exclusively on the Beta Product for any reason. NOTWITHSTANDING THE AFOREMENTIONED IN THIS AGREEMENT, YOU AGREE THAT THE BETA PRODUCT AND RELATED DOCUMENTATION ARE BEING DELIVERED "AS IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CHECK POINT BE LIABLE TO YOU OR ANY OTHER PERSON FOR DAMAGES, DIRECT OR INDIRECT, OF ANY NATURE OR EXPENSES INCURRED BY YOU IN CONNECTION WITH THE

BETA TESTING. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE BETA TEST AND THIS LICENSE BY WRITTEN NOTICE TO CHECK POINT.

## **9. GOVERNMENT REGULATION AND EXPORT CONTROL**

9.1 Government Regulations. You agree that the Product will not be shipped, transferred, or exported into any country or used in any manner prohibited by law.

9.2 Export. You acknowledge that the Product contains cryptographic features and is subject to international and local country laws governing import, export, distribution and use. The Product is subject to export control laws of the State of Israel and the United States and/or may be subject to additional export control laws applicable to You or in Your jurisdiction, including, without limitation, the United States. If the Product contains any encryption device You must contact Check Point's export regulation information page ([checkpoint.com](http://checkpoint.com)) for specific information. You agree that You will not ship, transfer, or export the Product into any country, or make available or use the Product in any manner, prohibited by law.

9.3 You understand and acknowledge that upon entry of the Product into the United States, it becomes subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all of Your obligations with respect to the Product shall be subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, and Bureau of Export Administration. You warrant that You will comply in all respects with the export and reexport restrictions applicable to the Product and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time.

9.4 You warrant and agree that You are not: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Lebanon, Sudan the Crimea, the Luhansk People's Republic (LNR), or the Donetsk People's Republic (DNR) regions of Ukraine, or any other country or region to which the United States and/or Israel have prohibited export transactions, or (ii) on the U.S Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

## 10. GENERAL

10.1 Miscellaneous. You may not assign your rights or obligations under this Agreement without the prior written consent of Check Point. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect. The laws of the State of Israel shall govern all issues arising under or relating to this Agreement, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate Israeli court sitting in Tel Aviv, Israel. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. This Agreement sets forth the entire understanding and agreement between You and Check Point and may be amended only in writing signed by both parties.

10.2 Third Party Software. Certain Third Party Software may be provided with the Product for use in connection with the Product subject to the licenses of their respective proprietors. The provisions of this Agreement shall apply to all Third Party Software Providers and to Third Party Software as if they were Check Point and the Product, respectively, unless they are specifically listed and addressed at </about-us/third-party-trademarks-and-copyrights/>, in which case, such Third Party Software Provider's licenses terms will apply with respect to those specific Third Party Software products.

10.3 Government Restricted Rights. This provision applies to Products acquired directly or indirectly by or on behalf of any Government. The Product is a commercial product, licensed on the open market at market prices. Any use modification, reproduction, release, performance, display, or disclosure of the Product by any Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no license to the Product is granted to any government requiring different terms.

10.4 Privacy Policy. You acknowledge and agree that the use of Check Point's products and services is subject to the processing of information (which might contain personal information) pursuant to Check Point's Privacy Policy, as available at [www.checkpoint.com/privacy](http://www.checkpoint.com/privacy), and which is incorporated herein by reference.

Check Point's Customers Data Protection Addendum (DPA), which is available at [www.checkpoint.com/customersdpa](http://www.checkpoint.com/customersdpa), forms an integral part of this Agreement and is incorporated herein by reference

10.5 Cloud Services; Infinity Portal. You accept and agree that the use of any Service shall be governed by the Terms of Service available at </about-us/cloud-terms/>, which are incorporated herein by reference.

10.6 Feedback. You may provide Check Point feedback or suggestions regarding the Products. Check Point will be free to use such feedback and suggestions without any restriction or obligation.

10.7 Modifications. You agree that Check Point may revise this Agreement at any time. In the event Check Point revises this Agreement, Check Point will publish a notice containing a link to the revised terms or upload them to its public website. You agree that Your continued use of the Product after such revisions have been made will constitute your acceptance of such revised Terms.

10.8 Questions? Should you have any questions concerning this Agreement contact the manufacturer at Check Point Software Technologies Ltd., 5 Shlomo Kaplan Street, Tel Aviv, 67897 Israel.

## **PART II – LIMITED HARDWARE WARRANTY**

The warranties provided by Check Point in this Limited Hardware Warranty apply only to Hardware Products you purchase for your use, and not for resale. The term "Hardware Product" means a computing device with a specific function and limited configuration ability. The Hardware Product is sold by Check Point for the purpose of executing the specific Check Point Software supplied with it. NOTHING IN THIS STATEMENT OF LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

### **1. LIMITED HARDWARE WARRANTY**

Check Point warrants that the hardware components of its Hardware Product shall be free from material defects in design, materials, and workmanship and will function, under normal use and circumstances, in accordance with the documentation provided, for a period of one (1) year from the date of activation of the Hardware Product. If the Hardware Product has not been activated, the warranty will be valid for fifteen (15) months from the date of Check Point's shipment of the Hardware Product ("Warranty Period").

After the Warranty Period, certain return material authorization (“RMA”) services, as provided by Check Point (which are not covered under this warranty), are available for all Hardware Products pursuant to a purchased and active Check Point support agreement.

Your sole and exclusive remedy, and Check Point’s sole and exclusive liability for defective hardware components, shall be that Check Point, subject to the terms and conditions of this Section 1, and solely upon confirmation of a defect or failure of a hardware component to perform as warranted, shall at its sole option, either repair or replace the nonconforming hardware component or return of the price paid for the Hardware Product. All replacement parts furnished to you under this warranty shall be refurbished and equivalent to new, and shall be warranted as new for the remainder of the original warranty period. If a hardware failure occurs in the first 30 days from the product’s software activation, Check Point will replace it with new part or full unit as may be needed. All defective parts, which have been replaced, shall become the property of Check Point. All defective parts that have been repaired shall remain Your property. This warranty gives You specific legal rights. You may have other rights that vary from state to state.

You are permitted to use third-party transceivers with the Quantum Force Product line. However, in the event that you choose to utilize a third-party transceiver or any other third-party component in such Check Point Product, and Check Point determines that Product issues arise as a result of this usage, Check Point reserves the right to withhold support and warranty for such Product. If, upon investigation, Check Point finds that the Product issues are unrelated to the use of third-party transceivers or components, support and warranty will resume in accordance with Check Point’s standard terms.

For the avoidance of doubt, Check Point does not provide hardware RMA support for third-party transceivers or components. In instances where hardware replacement is necessary, and the Product issues are attributed by Check Point to the installation of a third-party transceiver or component, extra fees may be charged for the provided service. Check Point shall have no liability for any third-party transceiver or other third-party component used in connection with a Product.”

## **2. EXCLUSIONS**

The foregoing warranties and remedies shall be void as to any Hardware Products damaged or rendered unserviceable by one or more of the following: (1) improper or inadequate maintenance by anyone other than Check Point or Check Point’s authorized agents, (2) software or interfacing supplied by anyone other than Check Point, (3)

modifications, alterations or additions to the Hardware Products by personnel not certified by Check Point or Check Point's authorized agents to perform such acts, or other unauthorized repair, installation or opening or other causes beyond Check Point's control, (4) unreasonable refusal to agree with engineering change notice programs, (5) negligence by any person other than Check Point or Check Point's authorized agents, (6) misuse, abuse, accident, electrical irregularity, theft, vandalism, fire, water or other peril, (7) damage caused by containment and/or operation outside the environmental specifications for the Hardware Products, (8) alteration or connection of the Hardware Products to other systems, equipment or devices (other than those specifically approved by Check Point) without the prior approval of Check Point, or (9) any use that is inconsistent with the user manual supplied with the Hardware Product. The warranty period is not extended if Check Point repairs or replaces a warranted product or any parts. Check Point may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

### **3. HARDWARE RETURN PROCEDURES**

If a Hardware Product or one of its component parts does not function as warranted during the warranty period, and such nonconformance can be verified by Check Point, Check Point, at its election, will provide either return and replacement service or replacement with a refurbished part/unit for the Hardware Product under the type of warranty service Check Point designates for that Hardware Product. A defective Hardware Product or one of its component parts may only be returned to Check Point upon Check Point's prior written approval. Any such approval shall reference an RMA number issued by an authorized Check Point service representative. To request an RMA number, you or your local Check Point Certified Solution Provider ("CCSP/CSP/ACSP") must contact Check Point's Technical Assistance Center ("TAC") and open a Service Request. You should always register the Hardware Product in your Check Point User Center account. If you do not register the Hardware Product with Check Point, you may be required to present proof of purchase as evidence of your entitlement to warranty service. The Hardware Product's identification number will be required for all RMA cases.

Transportation costs, if any, incurred in connection with the return of a defective Hardware Product to Check Point shall be borne by You. Any transportation costs incurred in connection with the redelivery of a repaired or replacement item to You by Check Point shall be borne by Check Point; provided, however, that if Check Point determines, in its sole discretion, that the allegedly defective item is not covered by the terms and conditions

of the warranty or that a warranty claim is made after the warranty period, the cost of the repair by Check Point, including all shipping expenses, shall be reimbursed by You.

#### **4. HARDWARE REPLACEMENT PROCEDURES**

Check Point will attempt to diagnose and resolve your problem over the phone or web. Upon determination of the hardware issue is related to a malfunction of one of the Hardware Product components, an RMA process will be initiated by Check Point's TAC. Check Point's TAC will either issue a replacement of the faulty part (like Power Supply, Fan, Hard Disk, etc.) or a full Unit Replacement.

For Warranty Replacement service, it is required that you deliver the faulty unit to a location Check Point designates, and provide courier name and tracking number to Check Point's TAC. After the Faulty unit is returned to Check Point, Check Point will use commercially reasonable efforts to ship the replacement hardware within seven (7) business days. Actual delivery times may vary depending on Your location. Check Point's TAC will send the required hardware to the Hardware Product's physical location, as it appears in your User Center and as verified with You when opening the Support Service Request.

For Hardware Advanced Replacement, support options Standard, Standard Onsite, Premium, and Premium Onsite are available for customers who have purchased the Hardware Product support plan with Check Point. More information on the Check Point support programs is specified on Check Point's website.

#### **5. DEAD ON ARRIVAL (DOA)**

If a defective Hardware Product covered under warranty fails to operate within thirty (30) days from its activation, but no more than one hundred and twenty (120) days from the date of Check Point's shipment of the Hardware Product, Check Point will provide expedited replacement of a new unit within two (2) business days from Check Point fulfillment hub, following confirmation of any such failure. Customers outside of the fulfillment hub region should allow for additional transit time due to international customs clearance.

#### **6. ADDITIONAL RESPONSIBILITIES**

You agree:

6.1. Before Check Point or its partner exchanges a Hardware Product or part, to remove all features, parts, options, alterations, data and attachments not under warranty service



and ensure that the Hardware Product is free of any legal obligations or restrictions that prevent its exchange.

6.2. To obtain authorization from the owner to have Check Point or its partner service a Hardware Product that you do not own.

6.3. Where applicable, before service is provided:

- a. Follow the service request procedures that Check Point or its partner provides;
- b. Backup and secure all programs and data in the Hardware Product;
- c. Inform Check Point or its partner of changes in the Hardware Product physical location.

6.4. To provide Check Point or its partner with sufficient and safe access to your facilities to permit Check Point to fulfill its obligations.

6.5. To ship back the faulty Hardware Product (or replaceable unit) suitably packaged according to the guidelines as Check Point specified in the letter shipped with the RMA, to the Check Point designated location.

6.6. You shall ship the faulty Hardware Product once TAC approves the RMA and provide the courier name and tracking number to TAC before Check Point processes the RMA.

6.7. If you are a customer who has purchased the support plan with Check Point covering **Advanced Replacement** Service, You will ship the faulty Hardware Product within five (5) business days of the arrival of the RMA, or pay the standard Check Point list price of replacement Hardware Product.

6.8. To securely erase from any Hardware Product you return to Check Point for any reason all programs and data not provided by Check Point with the Hardware Product. You acknowledge that in order to perform its responsibilities under this Limited Hardware Warranty, Check Point may ship all or part of the Hardware Product or its software to third party locations around the world, and you authorize Check Point to do so.

## **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER CHECK POINT NOR ITS SUPPLIERS WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER CHECK POINT OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (i) ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS; OR (ii) FOR

COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; OR (iii) FOR ANY CLAIMS BASED ON ANY ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS OR SERVICE, FOR ANY AMOUNT IN EXCESS OF THE PRICE PAID TO CHECK POINT FOR SUCH DEFECTIVE PRODUCT(S) OR SERVICE; OR (IV) FOR ALL OTHER CLAIMS NOT RELATED TO AN ERROR, DEFECT OR NONCONFORMITY IN THE HARDWARE PRODUCTS, ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNT PAID TO CHECK POINT HEREUNDER DURING THE THREE (3) MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

## **8. GOVERNMENT REGULATION AND EXPORT CONTROL**

8.1 In the course of receiving Limited Hardware Warranty services, You agree that you will not ship, transfer, or export the Hardware Product into any country, or make available or use the Hardware Product in any manner, prohibited by law.

8.2 The Hardware Product is subject to export control laws of the United States of America and/or other countries and/or may be subject to additional export control laws applicable to You or in your jurisdiction.

8.3 You understand and acknowledge that upon entry of the Hardware Product into the United States, it becomes subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all of Your obligations with respect to the Hardware Product shall be subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, and Bureau of Export Administration. You warrant that You will comply in all respects with the export and reexport restrictions applicable to the Hardware Product and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time.

8.4 You warrant and agree that You are not: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Lebanon or Sudan, or (ii) on the U.S Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

WARRANTY DISCLAIMER. EXCEPT AS STATED HEREIN, CHECK POINT MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE PRODUCT, LICENSE OR SERVICE AND DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES OF NONINFRINGEMENT. CHECK POINT DOES NOT WARRANT THAT THE CHECK POINT HARDWARE PRODUCT(S) WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF CHECK POINT HARDWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

## **9. TECHNICAL SUPPORT CONTACT INFORMATION**

You may contact Check Point technical support by web request at:

URL: [usercenter.checkpoint.com](https://usercenter.checkpoint.com). For the United States, Canada, Latin America, European Union and Asia Pacific countries, to reach Check Point by phone, please refer to the technical support phone numbers listed at Check Point's website for the number covering your region.



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Maryam Bral, Chief Engineer  
Craig Morgan, Chief Operations Officer  
Nathaniel Summerville, Senior Engineer  
Bram Sercu, Senior Hydrologist

**Date:** March 26, 2024 (April 10, 2024, meeting)

**Agenda Item:** **5.2 Adopt Resolution No. 2024-03 Authorizing the General Manager or Designee to Execute a Funding Agreement with the California Department of Water Resources**  
**Motion**

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### **Staff Recommendation:**

Adopt Resolution No. 2024-03 authorizing the General Manager or Designee to execute a funding agreement with the California Department of Water Resources.

### **Discussion:**

The California Department of Water Resources (DWR) has funding available under the Flood Diversion and Recharge Enhancement (FDRE) program. Staff met with DWR and identified two projects eligible to receive funding. One project involves purchasing or leasing a trailer-mounted diesel pump with an estimated cost of \$130,000. The pumps will be used to rapidly lower water levels in the basins that are in need of maintenance. The estimated yield of an 8-inch pump, with a rated capacity of 4,600 gallons per minute (gpm), during a wet year with 2023 hydrological conditions is 1,000 acre-feet of water that otherwise could not be diverted. The other project involves renting two trailer-mounted diesel pumps rated at 11,000 gpm that will be used to bypass water from upstream to downstream during construction of the Inverted Siphon Replacement project in the summer of 2024. Bypassing water around the structure during construction would allow continued diversions from Santa Clara River and maintaining an estimated yield of 4,000 acre-feet. The estimated cost for this bypass is \$350,000.

### **Mission Goal:**

Meets mission-related Goal A (Water Supply) and Goal B (Water System Reliability).

### **Fiscal Impact:**

The funding agreement will authorize reimbursement of eligible expenses up to \$480,000.

### **Attachment:**

Resolution

## RESOLUTION NO. 2024-\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
UNITED WATER CONSERVATION DISTRICT

**WHEREAS**, the United Water Conservation District (the “District”) is a water conservation district formed in 1950 under the Water Conservation Act of 1931 contained in the California Water Code; and

**WHEREAS**, the State of California, Department of Water Resources has created the Flood Diversion Recharge Enhancement (“FDRE”) Initiative to reduce flooding in California by increasing the diversion of flood water and recharge; and

**WHEREAS**, as a public agency, the District is eligible to receive and expend said funding for eligible private and public projects, including construction or modification of facilities that increase water diversions from waterways, canals, and ditches and in the utilization of pumps, pipelines and equipment; and

**WHEREAS**, the funding opportunity offered by the Department of Water Resources will provide funding without the obligation for local cost share for the installation, reconfiguration, or operation of facilities associated with the diversion of water from waterways, canals, and ditches within the District; and

**WHEREAS**, the Board of Directors for the District (“Board”) supports such projects for its local and statewide benefit; and

**WHEREAS**, the Board believes and hereby determines it to be in the best interest of the District to authorize the General Manager, or designee, to complete negotiations and execute or amend the funding agreement and any subsequent amendments referred to herein consistent with the intent of this Resolution, and further complete the negotiation and execution of such other documents and agreement(s) that may be necessary to receive said funding for the project(s) contemplated thereby.

**NOW, THEREFORE BE IT RESOLVED THAT:**

1. The recitals set forth hereinabove are true and correct and are incorporated herein.
2. The General Manager, or designee, is hereby authorized to complete, execute and file an agreement and subsequent amendments to an existing agreement for funding consistent with the intent of this Resolution, and further complete the negotiation and execution of such other documents and agreement(s) that may be necessary to receive said funding for the project(s) contemplated thereby, and further to take such other actions and execute such documents

as such officers shall deem necessary or appropriate to carry out and implement the intent of this Resolution, said execution to provide conclusive evidence of the Board's approval.

PASSED AND ADOPTED THIS 10th day of April 2024.

ATTEST: \_\_\_\_\_  
Sheldon Berger, President

ATTEST: \_\_\_\_\_  
Catherine Keeling, Secretary/Treasurer



## STAFF REPORT

**To:** UWCD Board of Directors

**Through:** Mauricio E. Guardado, Jr., General Manager  
Craig Morgan, Chief Operations Officer

**From:** Bernard Riedel, Senior Park Ranger

**Date:** April 4, 2024 (April 10, 2024, meeting)

**Agenda Item:** **5.3 Adopt Resolution No. 2024-04 Establishing Lake Piru Recreation Area Fees, Fee Administration, and Loyalty Rewards Program Motion**

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### **Staff Recommendation:**

Adopt Resolution No. 2024-04 establishing Lake Piru Recreation Area Fees, Fee Administration, and Loyalty Rewards Program.

### **Discussion:**

In March of 2022, the Board adopted a revised draft fee schedule for fees at the Lake Piru Recreation Area after assuming the operations of the park from the former concessions service, Parks Management Company (PMC). As part of the 2022 proposed fees, the Board also adopted a loyalty rewards program. After evaluating fees based on two full years of operation, and looking at what other facilities charge, staff has once again evaluated park fees and the Loyalty Rewards Program. Staff has highlighted several proposed changes to the park's fee schedule and proposed an updated Loyalty Rewards Program from 2022.

Based on staff's evaluation of the current fees for the Lake Piru Recreation Area and the existing Loyalty Rewards Program, staff has identified changes and/or additions to the existing fee schedule as noted below:

1. Propose increasing the Vehicle Annual Permit from \$130 to \$150.
2. Propose increasing the Senior Vehicle Annual Permit from \$75 to \$90.
3. Propose increasing the 2nd Vehicle Annual Permit from \$50 to \$75.
4. Propose increasing the Senior Vessel (Motorized) Annual Permit from \$75 to \$90.
5. Propose increasing the Pet Annual Permit from \$25 to \$50.
6. Propose increasing the Basic Campsite fees from \$25 to \$28 Non-Peak, and from \$32 to \$36 Peak Season. (Increase of 12%, and 12.5%)
7. Propose increasing the Electric Campsite fees from \$28 to \$32 Non-Peak, and from \$38 to \$43 Peak Season. (Increase of 14%, and 13%)

**5.3 Adopt a Resolution Establishing Lake Piru Recreation Area Fees, Fee Administration, and Loyalty Rewards Program**  
**Motion**

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8. Propose increasing the Full Hookup Campsite fees from \$40 to \$45 Non-Peak, and from \$50 to \$56 Peak Season. (Increase of 12.5%, and 12%)
9. Propose increasing the Extra Vehicle Campsite fees from \$15 to \$20.
10. Propose increasing the Weekly Basic Campsite fees as follows:
  - a) Non-Peak from \$140 per week to \$167 per week.
  - b) Peak from \$180 to \$214.
11. Propose increasing the Weekly Electric Campsite fees as follows:
  - a) Non-Peak from \$170 to \$190.
  - b) Peak from \$225 to \$256.
12. Propose increasing the Weekly Full Hookup site fees as follows:
  - a) Non-peak from \$250 to \$268.
  - b) Peak from \$300 to \$333.
13. The weekly rates are calculated by the nightly fee times 7, and then multiplied by 0.85. (Example  $(28*7)*0.85=\$166.7$  rounded down or up)
14. Establishing a Basic Monthly Campsite fee as follows:
  - a) Non-Peak \$670.
  - b) Peak \$860.
15. Propose increasing the Monthly Electric Campsite as follows:
  - a) Non-Peak from \$700 to \$765 per month.
  - b) Establishing a Peak season rate as \$1030.
16. Propose increasing the Monthly Full Hookup Campsite fee as follows:
  - a) Non-Peak from \$950 to \$1080.
  - b) Establish a Peak season rate as \$1,340.
17. The establishment of the peak season monthly rates are intended to cover the special times the District allows for long term camping. The District has occasionally had contractors, or long-term nurse clients contact us needing monthly camping/lodging for the temporary relocation due to work.
18. The monthly rates are calculated by the nightly fee times 30, and then multiplied by 0.80. (Example  $(28*30)*0.80=\$672$  rounded down or up)
19. Propose revising the language on the Reservation, and Convenience Fee to state "Processing Fee."
  - a) The language associated with the Reservation, and Convenience Fee is confusing to guests and has created challenges for staff.
20. Propose changing both the fees associated with group camp #2 as follows:
  - a) Propose increasing the Daily Peak fee for Group Camp #2 from \$450 per day to \$475 per day.

In addition to the proposed fee changes, staff is requesting the Board approve an updated Loyalty Rewards Program as part of the 2024 Lake Piru Fee Schedule to appeal to, attract and encourage greater visitation among various organizations, nonprofits, and/or military



**5.3 Adopt a Resolution Establishing Lake Piru Recreation Area Fees, Fee Administration, and Loyalty Rewards Program**  
**Motion**

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service members. The proposed changes to the Loyalty Rewards Program for 2024 are noted below and highlighted at the bottom of Attachment A. Loyalty rewards and incentives apply only to camping fees. All other fees apply.

1. Fifteen percent (15%) discount on camping for all Active-Duty Military, Law Enforcement, and Fire/EMS. Must present badge and/or I.D.
2. Ten percent (10%) discount on camping (excluding all major holidays) for those with an active AAA, Airstream, AARP, or Good Sam Membership.
3. Fall Special (October): Pay for two weeknights of camping and get one weeknight free (Non-Peak Season). The offer is valid Monday to Thursday only.
4. Thanksgiving Special (November): Pay for three nights of camping (or more) and receive one free night.
5. Holiday Special (Dec. and Jan.): Buy one night of camping and receive one night free, limited to two free nights per visit. All additional fees apply.
6. Peak Promotion (Peak Season): Pay for two weeknights of camping and get one weeknight free (Peak Season). The offer is valid Monday to Thursday only.
7. Multiplier Promotion: Rent four or more camp sites (two-night minimum) during the Non-Peak Season and receive a 15% discount.
8. Organizational Group Rates: Organizational groups shall receive a 20% discount on all camping fees with the approval of the District's Chief Park Ranger or designee (Scouts, nonprofits, schools, and church groups).

A copy of the proposed 2024 Lake Piru fee schedule is attached to this report as Attachment B.

**Fiscal Impact:**

The proposed changes are anticipated to result in a net increase in revenue. It is not anticipated that there will be any net loss of visitation with the proposed changes. They are intended to increase visitation based on customer feedback received over the last year.

**Attachments:**

- A – Resolution 2024-\_\_
- B – 2024 Draft Fee Schedule

# ATTACHMENT A

## RESOLUTION 2024-\_\_

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT APPROVING THE 2024 LAKE PIRU RECREATION FEE SCHEDULE, FEE ADMINISTRATION, AND LOYALTY REWARDS PROGRAM

**WHEREAS**, on May 11, 2022, the Board of Directors (“Board”) of United Water Conservation District (“District”) adopted the Amended and Restated Ordinance No. 15 (“Ordinance No. 15”), establishing rules and regulations for public use of properties owned by United, including the Lake Piru Recreation Area; and

**WHEREAS**, Section 3.1 of Ordinance No. 15 provides for the Board to establish by resolution public use fees for entering into and use of various Lake Piru Recreation Area facilities; and

**WHEREAS**, at its regularly scheduled April 13, 2022, Board meeting, the District Board approved the 2022 Lake Piru Area Fee Schedule, Fee Administration, and Loyalty Rewards Program; and

**WHEREAS**, United staff have since identified changes, additions, and/or removals to be made to the existing Lake Piru Area Fee Schedule, Fee Administration, and Loyalty Rewards Program as noted herein to be effective \_\_\_\_\_, 2024:

1. Propose increasing the Vehicle Annual Permit from \$130 to \$150.
2. Propose increasing the Senior Vehicle Annual Permit from \$75 to \$90.
3. Propose increasing the 2nd Vehicle Annual Permit from \$50 to \$75.
4. Propose increasing the Senior Vessel (Motorized) Annual Permit from \$75 to \$90.
5. Propose increasing the Pet Annual Permit from \$25 to \$50.
6. Propose increasing the Basic Campsite fees from \$25 to \$28 Non-Peak, and from \$32 to \$36 Peak Season. (Increase of 12%, and 12.5%)
7. Propose increasing the Electric Campsite fees from \$28 to \$32 Non-Peak, and from \$38 to \$43 Peak Season. (Increase of 14%, and 13%)
8. Propose increasing the Full Hookup Campsite fees from \$40 to \$45 Non-Peak, and from \$50 to \$56 Peak Season. (Increase of 12.5%, and 12%)
9. Propose increasing the Extra Vehicle Campsite fees from \$15 to \$20.
10. Propose increasing the Weekly Basic Campsite fees as follows:
  - a) Non-peak from \$140 per week to \$167 per week.
  - b) Peak from \$180 to \$214.
11. Propose increasing the Weekly Electric Campsite fees as follows:
  - a) Non-Peak from \$170 to \$190.
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12. Propose increasing the Weekly Full hookup Campsite fees as follows:
  - a) Nonpeak from \$250 to \$268.
  - b) Peak from \$300 to \$333.

13. The weekly rates are calculated by the nightly fee times 7, and then multiplied by 0.85. (Example  $(28*7)*0.85=\$166.7$  rounded down or up)
14. Establishing a Basic Monthly Campsite fee as follows:
  - a) Non-Peak \$670.
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15. Propose increasing the Monthly Electric Site fee as follows:
  - a) Non-Peak from \$700 to \$765 per month.
  - b) Establishing a Peak season rate as \$1030.
16. Propose increasing the Monthly Full Hookup Campsite fee as follows:
  - a) Non-Peak from \$950 to \$1080.
  - b) Establish a Peak Season rate as \$1,340.
17. The establishment of the Peak Season Monthly rates are intended to have a written fee for the special times we allow for long-term camping. We occasionally have had contractors, or long-term nurse clients contact us needing monthly camping/lodging for the temporary relocation due to work.
18. The monthly rates are calculated by the nightly fee times 30, and then multiplied by 0.80. (Example  $(28*30)*0.80=\$672$  rounded down or up)
19. Propose revising the language on the Reservation, and Convenience Fee to state "Processing Fee."
  - a) The language associated with the Reservation and Convenience Fee is confusing to guests and has created challenges for staff.
20. Propose changing both the fees associated with Group Camp #2 as follows:
  - a) Propose increasing the daily peak fee for Group Camp #2 from \$450 per day to \$475 per day.

**WHEREAS**, United staff is also recommending an updated Loyalty Rewards and Incentives Program as part of the 2024 Lake Piru Fee Schedule to appeal to, attract and encourage greater visitation among various organizations, nonprofits, and/or military service members as noted herein:

1. Fifteen percent (15%) discount on camping for all Active-Duty Military, Law Enforcement, and Fire/EMS. Must present badge and/or I.D.
2. Ten percent (10%) discount on camping (excluding all major holidays) for those with an active AAA, Airstream, AARP, or Good Sam Membership.
3. Fall Special (October): Pay for two weeknights of camping and get one weeknight free (Non-Peak Season). The offer is valid Monday to Thursday only.
4. Thanksgiving Special (November): Pay for three nights of camping (or more) and receive one free night.
5. Holiday Special (Dec. and Jan.): Buy one night of camping and receive one night free, limited to two free nights per visit. All additional fees apply.
6. Peak Promotion (Peak Season): Pay for two weeknights of camping and get one weeknight free (Peak Season). The offer is valid Monday to Thursday only.
7. Multiplier Promotion: Rent four or more camp sites (two-night minimum) during the Non-Peak Season and receive a 15% discount.

8. Organizational Group Rates: Organizational groups shall receive a 20% discount on all camping fees with the approval of the District's Chief Park Ranger or designee (Scouts, nonprofits, schools, and church groups).

**WHEREAS**, it should be noted that the Lake Piru Recreation Area Loyalty Rewards and Incentive offers apply only to overnight camping rates and all other fees still apply.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of United Water Conservation District approves the 2024 Lake Piru Recreation Area Fee schedule, Fee Administration, and Loyalty Rewards Program to be effective on \_\_\_\_\_, 2024.

**PASSED AND ADOPTED** THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

\_\_\_\_\_  
Sheldon G. Berger, President

\_\_\_\_\_  
Catherine P. Keeling, Secretary/Treasurer

# ATTACHMENT B

## Lake Piru Recreation Area Fee Schedule

EFFECTIVE: \_\_\_\_\_

Location/Unit	Term	Non-Peak (Oct-March)	Peak (Apr- Sept)
<b>Day Use- Access to Marina and Day Use Areas</b>			
Vehicle - Day Use	Per Vehicle, Per Day	<b>\$10</b>	<b>\$14</b>
Senior -Day Use (Monday-Thursday Only) 60 yrs.	Per Vehicle, Per Day	<b>\$8</b>	
R.V. & Bus - Day Use	Per Bus/RV, Per Day	32 + \$2 pp over 8 persons	
Motorcycle - Day Use	Per Motorcycle, Per Day	<b>\$8</b>	
Annual Permit-Regular Day Use	Per Vehicle, Per Year	\$150	
Annual Permit- Senior Day Use (60 yrs.)	Per Vehicle, Per Year	\$90	
Annual Permit- Day use - Extra Vehicle	Per Vehicle, Per Year	\$75	
Annual Permit - Motorcycle	Per Motorcycle, Per Year	\$120	
Walk in/Bicycle/Extra Person (Hiker/Biker/Walk In)	Per Person/Bike, Per Day	\$5	
Pets	Per Pet, Per Day	\$3	
Annual Pet Pass- Per Pet	Per Pet, Per Year	\$50	
<b>Boating and Watercraft</b>			
Daily Vessel Permit (Motorized)	Per Vessel, Per Day	\$8	
Daily Vessel Permit (Non- Motorized)	Per Vessel, Per Day	\$5	
Daily Personal Watercraft (PWC) Permit	Per PWC, Per Day	\$8	
Annual Vessel Permit (Motorized)	Per Vessel, Per Year	\$130	
Annual Vessel Permit (Non-Motorized)	Per Vessel, Per Year	\$50	
Annual Vessel Permit - Senior (60 yrs.)	Per Vessel, Per Year	\$90	
Non-Emergency Vessel Tow	Per Occurrence	No Charge	
<b>Camping</b>			
Basic- No Hookups	1 Vehicle, 4 ppl, Per Night	\$28	\$36
Electric - Electric Hookup	1 Vehicle, 4 ppl, Per Night	\$32	\$43
Full Hookup - Water, Sewer, Electric	1 Vehicle, 4 ppl, Per Night	\$45	\$56
Extra Vehicle - 2nd Vehicle	Per Night (Max 4 ppl)	\$20	
Weekly- Basic	1 Vehicle, 4 ppl, Per Week	\$167	\$214
Weekly - Electric	1 Vehicle, 4 ppl, Per Week	\$190	\$256
Weekly - Full Hookup	1 Vehicle, 4 ppl, Per Week	\$268	\$333
Weekly- Extra Vehicle	Per Vehicle, Per Week	\$75	\$100
Monthly-Basic	1 Vehicle, 4 ppl, Per Month	\$670	\$860
Monthly- Electric	1 Vehicle, 4 ppl, Per Month	\$765	\$1,030
Monthly - Full Hookup	1 Vehicle, 4 ppl, Per Month	\$1,080	\$1,340
Monthly- Extra Vehicle	Per Vehicle, Per Month	\$300	\$400
Cancellation Fee	Per Occurrence	\$10	
Site Change Fee	Per Occurrence	\$10	
Reservation Fee (Non-Refundable)	Per Reservation	\$10, Walk-In \$3	
<b>Group Event Area</b>			
Group (Up to 100 people)	Per Reservation	\$150	
Reservation Fee (Non-Refundable)	Per Reservation	\$40	
Deposit - Cleaning Deposit	Per Reservation	\$100	
<b>Group and Overflow Camping (2 Night Minimum and 3 Night)</b>			
Group Camp #1 (50 people, 8 Vehicles) up to 4 extra	Per Night	\$250	
Group Camp #2 (Up to 125 people, 15 vehicles) and up to 15 additional vehicles Group #2 - (Individual Site Charges) Extra Vehicle Fee	Per Night	\$350	\$475
Overflow Camping	Per Night	\$32	
Reservation Fee (Non-Refundable)	Per Night, Per Vehicle	\$20	
	Per Vehicle, Per Night	\$25	
	Per Reservation	\$30	
<b>Storage and Miscellaneous Fees</b>			
Monthly Dry Storage	Per Unit, Per Month	\$100	
Dump Fee	Per Use	\$9	
Wi-Fi Fee	Per Use	\$9 day / \$22 week / \$39 month	

**\*\*\*Loyalty Rewards Program\*\*\***

**Loyalty Rewards and Incentives apply only to camping fees. All other fees apply.**

1. Fifteen percent (15%) Discount on camping for all Active-Duty Military, Law Enforcement, and Fire/EMS. Must present badge and/or I.D.
2. Ten percent (10%) Discount on camping (excluding all major holidays) for those with an active AAA, Airstream, or Good Sam Membership.
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8. Organizational Group Rates: Organizational groups shall receive a 20% discount on all camping fees with the approval of the District's Chief Park Ranger or designee. (Scouts, nonprofits, schools, and church groups).



## STAFF REPORT

**To:** UWCD Board of Directors

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

**From:** Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** April 1, 2024 (April 10, 2024, meeting)

**Agenda Item:** 5.4 Conduct Board of Directors Division 6 Interviews and Select an Applicant for Appointment  
Motion

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### Staff Recommendation:

- a. Conduct interviews for the Board of Directors Division 6 vacancy.
- b. Select an applicant to be appointed to fill the Board of Directors Division 6 vacancy with the term of office ending December 2024.

### Discussion:

On March 2, 2024, Division 6 Board member Daniel Naumann submitted his resignation to the United Water Conservation District's Board of Directors effective March 2, 2024.

At the March 13, 2024 meeting, the Board of Directors directed staff to open the recruitment process for appointing an individual to fill the vacancy beginning March 14, 2024 and closing the recruitment on March 29, 2024. The vacancy notice was published in the Ventura County Star, posted on United Water's website, as well as physically posted at the City of Oxnard, the Main Oxnard Library, the South Oxnard Branch Library, the City of Camarillo, Anacappuccino (289 E. Port Hueneme Road), and Starbucks (555 W. Channel Islands Boulevard).

Three applications were received by the District with all applicants qualified by the County Elections Office as being registered in Division 6.

Once the interviews are concluded, the public may make any public comments limited to three minutes each. Written comments are encouraged to be submitted before the meeting as to allow the Board to review public comments prior to the interview.

The President will open the floor for discussion and nominations. If there is a motion and a second on the applicant, the Clerk of the Board will conduct a roll call vote. If the applicant does not receive a majority of votes, the voting process may be repeated until a decision is made.

#### **5.4 Interview and Appointment of Applicant Division 6 Information Item**

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Following a majority vote, the applicant would then receive their Oath of Office administered by the Clerk of the Board, making the appointment effective immediately. The Clerk will notify the County Elections Office and the California Secretary of State of the appointment within 15 days of the appointment (April 24, 2024).

The person appointed to fill the vacancy shall hold office only until the next general election (November 5, 2024) that is scheduled 130 or more days after the date the Board is notified of the vacancy and thereafter until the person elected at that election to fill the vacancy has been qualified to fill the vacancy for the remainder of the unexpired term of office [Government Code §1780(h)(3)].

**Attachment(s):**

A – Applications

## Tracy Oehler

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**From:** Christine Olney  
**Sent:** Friday, March 22, 2024 10:35 PM  
**To:** Tracy Oehler  
**Subject:** Vacancy Division 6 Board of Directors, United Water Conservation District  
**Attachments:** Letter United Water Conservation district.pdf; Curriculum Vitae-revised March 2024 - Google Docs.pdf

Proceed with caution. This email originated from outside the District.

Hello Ms. Oehler. I am attaching a letter of interest as well as my curriculum vitae. Thank you for your consideration. I look forward to hearing from you.

My best regards,

Christine Olney, Psy.D.  
Owner, Best Life Coaching, LLC  
Licensed Psychologist  
Psy #25121

This email message (including any attachments) may contain confidential, privileged, or non-public information and is for the sole use of the designated recipient(s). If you received this communication in error, please notify the sender immediately by replying to this message and then delete the original message and any attachments from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

This message was scanned by Microsoft.





**Best Life Coaching, LLC**

**Christine Olney, PsyD**  
**Licensed Psychologist**  
PSY 25121

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March 22, 2024,

United Conservation Water District  
% Tracy Oehler, Clerk of the Board  
1701 N. Lombard St., Ste. 200  
Oxnard, CA 93030  
(805) 525-4431  
[tracyo@unitedwater.org](mailto:tracyo@unitedwater.org)

Subject: Vacancy, Division 6 Board of Directors, United Water Conservation District

Dear Ms. Oehler,

I hope this letter finds you well. I am writing to express my interest in the vacancy on the Board of Directors of Division 6 at the United Water Conservation District. Currently I reside at: 1476 Regulus Dr., Point Mugu, CA 93041. And as a resident of Division 6, I am deeply committed to supporting and contributing to the sustainable management of our water supply.

As the Club Service Director of the Rotary Club of Oxnard, I have been involved in fundraising for a water project in Kenya, where enough money was raised to supply a solar-powered pump for a well that could supply all the members of a village, their animals, as well as their crops. I have also attended two presentations outlining the importance of water conservation.

I am particularly interested in learning more about the responsibilities and expectations associated with the board position. Could you please provide me with additional information regarding the duties, time commitments, and any specific qualifications or skills that are required for this role? Additionally, I would appreciate any insights into the current priorities and challenges that are facing the district.

I look forward to the opportunity to contribute to the continued success of the United Water Conservation District. I will also be attaching my Curriculum Vitae, outlining my education, training, and employment experience. Thank you for considering my interest and I hope to hear from you soon to discuss this further.

Warm regards,  
Christine Olney, Psy.D., LP  
PSY 25121

**Curriculum Vitae**  
**Christine Lee Olney, Psy.D.**  
**Clinical Psychologist**

**Personal/Office Data:**

Date of Birth: May 23, 1969

Office Address:

Mailing Address:

Telephone:

Fax:

Email:

Website:

**Licensing**

Received license as Clinical Psychologist on July 20, 2012

California Psychologist License Number: PSY 25121

**Education**

08/99-04/09      Psy.D. Clinical Psychology  
Pepperdine University  
6100 Center Drive  
Los Angeles, CA 90045  
(310) 568-5600

09/97-07/99      Master of Arts in Clinical Psychology with an emphasis in Marriage and  
Family Therapy  
Pepperdine University  
18111 Von Karman Avenue  
Irvine, CA 92612  
(949) 223-2500

08/95-06/97      Bachelor of Arts in Psychology  
University of California Santa Barbara  
552 University Rd  
Santa Barbara, CA 93106  
(805) 893-8000

08/93-06/95      Associate of Arts  
Oxnard College  
4000 S Rose Ave  
Oxnard, CA 93033  
(805) 986-5800

## **Experience**

- 10/12-present Private practice, Oxnard, CA office. Individual, family, and couples psychotherapy; substance abuse evaluation and treatment; chronic mental health issues; parents/families with a child with a disability; personality disorders; crisis intervention and brief psychotherapy; trauma; mood disorders; addiction.
- 1/20-5/20 Cal Lutheran University. Adjunct Professor. Practicum instructor for the second-year doctoral candidates. Supervisory role in facilitating the growth and development of students in reaching competency benchmarks in preparation for internship and professional practice.
- 7/12-12/14 Balance Treatment Center, Calabasas, CA. Clinical Director, Residential and Outpatient Programs. Providing direct leadership and supervising the growth and development of the programs.
- 1/12-6/12 Prominence Treatment Center, Calabasas, CA. Therapist/Counselor. Conduct individual and group therapy with clients in residential, partial hospitalization, and intensive outpatient settings. Conduct intakes, formulate treatment and discharge plans, and conduct psychological assessments.
- 7/03-3/12 Aurora Vista Del Mar Hospital, Ventura, CA. Pre-Intern/Practicum, Pre-Doctoral Internship, Psych Assistantship, Case Manager. Conduct psycho-social assessment, formulate treatment and discharge plans, and conduct individual and group therapy in an inpatient hospital setting. Conduct psychological assessment using a full battery of tests including cognitive and personality assessment instruments.
- 7/03-7/04 Pepperdine University, Encino Campus. Clinic Associate. Conducted individual, marriage, and group therapy on an outpatient basis. Conducted phone intakes as well as accounting and statistics for the clinic. Also, conducted peer supervision with first-year doctoral and master's level therapists.
- 8/01-7/03 Pepperdine Psychological and Educational Clinic, Culver City, CA. Psychology Student Pre-Intern/Practicum. Conduct intake interviews, diagnostic assessment, formulate treatment plans, conduct individual psychotherapy and psychological assessment on an outpatient basis.
- 8/01-7/02 Pepperdine University, Malibu Campus. Counselor. Counseling undergraduate and graduate students with a variety of diagnoses including: Adjustment Disorders, Mood Disorders, Anxiety Disorders, Substance-Related Disorders, Eating Disorders, as well as relational difficulties.
- 05/00-08/01 Attended classes in the doctoral program at Pepperdine University. Did not have clinical training experience during this time; caring for a baby.
- 8/99-5/00 Covina Valley School District, West Covina, CA. Junior High and High School Counselor. Counseling children at school covering such topics as behavior, social skills, emotional needs, working with teachers, principals, primary caregivers, crisis intervention, abuse evaluation, and reporting.

- 8/98-7/99 Community Service Programs, Irvine, CA. Counselor Trainee. Worked with the Orange County Sheriff's Department in the youth diversion program. Conducted clinical assessment, diagnosis, treatment planning, case presentation, consultation, and evaluation for treatment referrals outside of the agency.
- 8/97-7/98 Bunni Tobias, Ph.D. Trainee. Treatment and assessment of children and adolescents with ADD, ADHD, LD, maladaptive behavior, and emotional problems using social skills training and behavior modification.

### **Research Experience**

- 2009 Clinical Dissertation, Published, Copyrighted  
 "Use of evidence-based relapse prevention techniques at chemical dependency treatment centers in California."  
 Graduate School of Education and Psychology, Pepperdine University
- 1997 Research Assistant  
 Finding the onset of stereotypical attitudes in children  
 Department of Psychology, University of California Santa Barbara

### **Continuing Education**

- 2012 Child Abuse: Tools for the Clinician (7 CEUs), Intimate Spousal and Partner Violence (15 CEUs)
- 2013 Supervision: A Guide for Mental Health Professionals – Revised (6 CEUs)  
 The Evolution of Psychotherapy Conference, Anaheim, CA (41 CEUs)
- 2014 Boundaries in Mental Health Treatment (2 CEUs)
- 2016 Dialectical Behavior Therapy (DBT) Skills Training (18 CEUs)  
 Compassion and Wisdom Conference, San Diego, CA (17 CEUs), Depression, NIMH (1 CEU)  
 Certified Clinical Trauma Professional, IATP (9 CEUs), Mindfulness-Based Stress Reduction (6.25 CEUs)  
 Advanced Mindfulness – The Art and Science of Self-Compassion (6.25 CEUs)  
 Treating Depression with Mindfulness and Self-Compassion (6 CEUs)
- 2017 Compassion and Wisdom Conference, San Diego, CA (17 CEUs)  
 Living with Down Syndrome: Leading Full, Healthy Lives as Integral Members of the  
 Community, Los Angeles, CA (6 CEUs)
- 2019 12th National Counseling Advances Conference, Las Vegas, NV (18 CEUs)  
 Ethics (6 CEUs), Suicide Assessment, Prevention, and Treatment (2 CEUs)
- 2020 The Body Keeps the Score - Trauma Healing with Bessel van der Kolk, MD,  
 Pasadena, CA (12.25 CEUs)  
 Clinical Supervision: Best Practices (6.0 CEUs), Suicide Prevention: New Interventions that Work (6.0 CEUs)  
 Evolution of Psychotherapy - Virtual Experience 2020 (45.50 CEUs)
- 2022 3-Day New Advances in Psychotherapy: Learning from Psychedelic-Assisted Treatment Summit  
 [Live In-Person] (13.5 CEUs)  
 Grand Rounds: Prescriptive Authority of Psychologists: A Paradigm Shift to Behavioral Health, CPA (1.0 CEU)
- 2023 Bodymind Healing in Psychotherapy, CPA (3 CEUs), Evolution of Psychotherapy, Anaheim, CA (38 CEUs)

### **Honors**

- 1997 Graduated with honors – University of California Santa Barbara
- 1997 Honors seminar in psychology with Dr. Hal Kopeikin – University of California, Santa Barbara
- 1995 Graduated with honors – Oxnard College
- 1987 Dean's List – Spokane Falls Community College
- 1987 Graduated with honors – University High School

### Professional Affiliations

Ventura County Psychological Association, Member  
International Association for Trauma Professionals, Certified Clinical Trauma  
Professional

### References

Randy Wood, Ph.D.  
Psychologist

Sharon Farge, Psy.D.  
Psychologist

Ron Sager, MD  
Psychiatrist

### Specialties

- Parents and families with children with developmental disabilities
- Substance abuse/addiction evaluation and treatment
- Chronic mental health issues and mood disorders, including Bipolar Disorder, Schizophrenia, Schizoaffective Disorder, Major Depressive Disorder, Dysthymia, and Anxiety Disorders, i.e. PTSD, OCD, Panic Disorder, Generalized Anxiety Disorder, and Phobias
- Personality Disorders
- Crisis Intervention and Brief Psychotherapy
- Trauma recovery



**Keith W. Ford**

Oxnard, CA 93033

Tracy Oehler  
United Water Conservation District  
1701 N. Lombard St Suite 200  
Oxnard, CA 93030

March 28, 2024

Dear Ms Oehler,

This letter serves to inform you of my interest in the Division 6 vacancy. I am a strawberry, blackberry and vegetable farmer in Ventura and Santa Barbara Counties. I farm approximately 1000 acres in Oxnard and 200 acres in Santa Barbara County.

I started farming in 1977 working for Donald F. Driscoll in Watsonville, California. In 1989, I started my first partnership planting 14 acres in Watsonville. By 1990, I added a partnership to plant my first 25 acres in Oxnard. I moved my family to Oxnard in 1992 to begin building 1000 acres of berry farms. Today, I continue farming that 1000 acres of berry farms in Oxnard and also 200 acres of berry farms in Santa Maria.

Through my years in Oxnard, I have been involved with water and irrigation on the Oxnard Plain. I have used PTP water, Pleasant Valley Water and pumped well water. As a result, I have a good understanding of the water issues from a agricultural perspective. I have been involved with the OPV Coalition from it's inception.

As an Oxnard farmer living and working in the 6<sup>th</sup> Division, I desire to bring my expertise and knowledge to the United Water Board. And I think I would be a helpful addition to the Board.

# Keith Ford

## Experience

1977 – 1992

D.F. Driscoll – Farm Manager

1992 – Present

Oceanbreeze Ag Management LLC – CEO

1993 – Present

Oxnard Lemon Water Corporation – President

Providing water to 425 acres  
at 1234 S. Rice Avenue

1998 – 2009

Driscoll Strawberry Associates – Board Member

2016 - Present

OPV - Founding Member

## Participating Memberships

VCAA

CoLab

VCALIC

Farm Bureau

## Tracy Oehler

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**From:** Alben Barkley  
**Sent:** Wednesday, April 3, 2024 3:09 PM  
**To:** Tracy Oehler  
**Subject:** Keith Ford Letter of recommendation United Water Board of Directors

Proceed with caution. This email originated from outside the District.

To whom it may concern,

My name is Al Barkley and I am writing to the Board of Directors in regard to the open Board seat which Keith Ford has applied for. I have known Keith for the last 27 years and would without hesitation recommend him for his appointment to your Board. In 1996 when I was the CEO of Barkley Risk Management Keith approached my company wanting to provide his seasonal workers with health coverage which at the time was not being provided by anyone else in the Strawberry industry. Keith and I reached out to the various hospitals and clinics and negotiated terms for the first partnership between the government sponsored clinics and a private employer. With Keith's support and concern for his workers every seasonal worker was provided health coverage at no cost to them.

in addition to having an insurance relationship with Keith, I knew of his work as a director of PDAP (Palmer Drug abuse Program) and his community involvement to keep kids off drugs. I soon joined him on the PDAP board, and we worked together for many years to enhance and grow the reach of this great program. As a board member of Farm Credit West, I was knowledgeable of our bank providing his businesses, all 13, with financing. As most of you know the Ag business has its ups and downs and even through the hardest of times Keith always kept his promise to repay his loans and that of his partners.

I have personally worked with many ag employers over the last 50 years and know Keith as one of the best! Again, it is without hesitation that I recommend Keith.

If you would like to reach out to me with any questions or concerns, please feel free to contact me at this email.

Regards,

Alben Barkley

This message was scanned by Microsoft.





April 4, 2024

United Water Conservation District  
Attn: Board of Directors  
1701 N. Lombard Steet  
Oxnard, Ca. 93030  
c/o Tracy Oehler, Executive Assistant and Clerk of the Board

*Re: Appointment of Keith Ford*

Dear Board of Directors,

I have known Keith Ford for nearly two decades as a fellow agricultural landowner, business operator, and vegetable grower. More recently, for the last six years, I have worked side-by-side with Keith in efforts to resolve water issues emanating from Emergency Drought Ordinance E, the Irrigation Allowance Index, SGMA, and the current groundwater basin adjudication. In each of these environments I have witnessed Keith remain objective and resolution oriented.

Keith is exceptionally well-informed, collaborative, and will be an effective addition to the United Board. I recommend the appointment of Mr. Ford as a Board Member for the United Water Conservation District.

Thank you,

A handwritten signature in blue ink that reads "Greg Lewis". The signature is written in a cursive, flowing style.

Greg Lewis, Vice President

Carolina G. Maana

Oxnard, CA. 93033

RECEIVED  
MAR 29 2024

United Water Conservation District  
c/o Tracy Oehler, Clerk of the Board  
1701 N. Lombard Street Suite 200  
Oxnard, CA. 93030

Dear Ms. Oehler and the Division 6 Interview Panel,

I'm interested in the Division 6 Director vacancy on the Board of Directors of the United Water Conservation District. I live within the Division 6 boundaries at 130 Carlisle Ct., Oxnard, CA. 93033. My family and I have lived in South Oxnard since 1989.

I'm sending a resume, demonstrating qualifications, and experience that I have acquired throughout my work experience and where you can see my journey to a successful business owner serving individuals with intellectual disabilities. I hope I meet the requirements to fill the vacant seat.

For background, I was born in San Marcos, Guerrero, Mexico. I'm the oldest of 10 siblings. I'm married, I'm a mother of four and a grandmother of three. I did most of my schooling in Mexico.

I'm an immigrant from Mexico. I came to the States in 1989, not knowing the language. My first job was as a live-in babysitter for an 8-year-old boy. I quit that job because the payment was too little (\$20.00 per day). It was very hard for me to find another job, so I ended up working in the strawberry and raspberry fields.

I also worked in nurseries pulling weeds all day long. I found a job at Mission avocado packing plant, while working there I met a Filipino woman, and she introduced me to working with people with intellectual disabilities in a group home setting. Eventually, my former boss opened a Day Program, and I became the general manager from 2005 up until 2020 when I resigned to manage my own business. I opened my 1st residential care facility in 2013 and the second one in 2020.

Recently, I established a transportation company to serve the same population, people with intellectual disabilities, such as down syndrome, autism, developmental delay, etc.

I'm a community activist, I'm always advocating for equality, social and environmental justice in South Oxnard. I'm a former Southwinds Neighborhood chair, I'm still very involved with that council. I established a food pantry in 2017 in South Oxnard and it is still happening 2 times monthly. I advocated for Fire Station #2 not to have their fire engine truck #62 removed from them, this was in 2019. I was part of the J St. storm

water project by meeting with VC Public works, watershed department, I ran for city council in 2018 and 2020 for District 6.

I'm also a member of Gold Coast Health Plan California (GCHP) Advancing and Innovating Medi-Cal (CalAim) Advisory Committee. This Committee provides input to GCHP about ongoing Medi-cal reforms and suggestion for implementation, the committee also advises GCHP about important issues that affect GCHP members.

My passion is to serve and represent people, especially minorities and those underserved.

That is me, coming from an immigrant without knowledge of English to a successful business owner and proudly American Citizen.

Thank you for your time and consideration, I know I can do my best to serve and represent the community in the United Water Conservation District, Division 6.

Humbly respectfully,

Carolina G. Magaña

A handwritten signature in black ink, appearing to read 'Carolina G. Magaña', written in a cursive style.

Enclosed resume

Enclosed recommendation letters

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## **Carolina Gallardo-Magana**

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### **Executive Summary**

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A High-energy Manager successful in building and motivating a dynamic team, and eager to learn from others. Cultivates a company culture in which people served and staff members feel comfortable voicing questions and/or concerns, as well as contributing new ideas that drives company growth.

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### **Core Qualifications**

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- ❖ Licensed Administrator
- ❖ CPR/First Aid certified
- ❖ DSP Year 1 & Year 2 certified
- ❖ Bilingual (English & Spanish), some ASL
- ❖ Nutrition Trained (California Department of Education)
- ❖ Calm under pressure
- ❖ Class B Driver w/Passenger endorsement
- ❖ Good communication skills
- ❖ Fast learner
- ❖ Knowledgeable of Title 22 and Title 17 regulations
- ❖ Team player
- ❖ Operations Management
- ❖ Complex problem solving

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## Professional Experience

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October 2023 to

**Fatima Transportation Services, Inc.**

Present

Oxnard, CA.

**CEO**

Fatima Transportation Services, Inc. began operations in October 2023, providing transportation to individuals with intellectual disabilities from their residency to their Day Programs. The Mission of Fatima Transportation Services is to provide the best possible service treating each and all individuals with dignity and respect regardless of their mental or physical ability. CEO is in charge of overseeing general operations, including, but not limited to monitoring all routes and drivers, payroll, audits, workers compensation, dealing with quarterly audits, vehicles maintenance and reporting any issues to the licensing agency.

August 2020 to

**San Marcos CGS, Inc.**

Present

Oxnard, CA.

**CEO / ADMINISTRATOR**

Since its opening in August 2020 has successfully administered San Marcos CGS., Inc. care home, adult residential care facility. Facility has effectively passed all of its license's inspections and this is due to the efficiency and quality of care that is provided to the residents, there is no doubt at all that this type of care will continue.

November 2013 to

**SAN MARCOS CARE HOME**

Present

Oxnard, CA.

**OWNER/LICENSEE/Administrator**

Since November 2013 has successfully administered and owned San Marcos care home, adult residential care facility. San Marcos Care home has effectively passed all of its license's inspections and this is due to the

efficiency and quality of care that is provided to the residents, there is no doubt at all that this type of care will continue.

January 1995 to **Vocational Skills Services, Inc., Day Program**  
October 2020 Oxnard, CA.

**Chief Management Officer**

Oversees general daily activities and the wellbeing of people served, activities scheduling, payroll, dealing with worker's compensation insurance benefits & issues, dealing with R&D Transportation for compliance and audits, California Highway Patrol transportation compliance and yearly audits, dealing with California Department of Education regarding compliance and audits of Food Program, dealing with Community Care Licensing, dealing with Tri Counties Regional Center.

June 1994 to **Community Habilitation & Integration Services (CHIS)**  
September 2000 Oxnard, CA.

**Direct Support Professional**

Assisted residents with daily life skills activities, medication dispensing, outings, keeping up charts with daily notes, data collection, etc.

August 1993 to **Mission Packing Plant**  
October 1994 Oxnard, CA.

**Avocado packer**

Packing avocados

April 1990 to **Reiter Brothers Farm**  
May 1991 Oxnard, CA.

**Harvesting raspberries**

Raspberry field worker.

September 1989 to  
June 1991

**Yoko Higashi Farms**

Oxnard, CA.

**Harvesting strawberries**

Strawberry field worker.

February 1989 to  
September 1989

**Kara Lee Fenske**

Oxnard, CA

**In-house babysitter.**

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**Education**

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2012

**Oxnard Adult School**

Oxnard, CA.

**Microsoft Excel 2010**

1999

**Oxnard College**

Oxnard, CA.

**English Grammar**

1983

**La Corregidora High School**

Acapulco, Guerrero, Mexico

**High School Diploma**

Referrals available upon request



I am writing this letter of endorsement for Carolina G. Magana appointment to the Division 6 Board of Directors' seat vacated by Daniel Naumann.

Mrs. Magana has an exceptional skill set that, quite frankly, is largely missing from the current Board. She has been a strong advocate for social and environmental justice in her community of South Oxnard which has suffered immense impacts over the decades as a de facto sacrifice zone for Oxnard's dirtiest industries.

She has demonstrated a willingness and capacity for public service, from participation in her neighborhood council to running for Oxnard City Council. She represents her community in many positive ways and will be a tireless spokeswoman for the issues that affect her Division and the overall mission of the United Water Conservation District.

Mrs. Magana will work collaboratively with the other Directors to achieve United's mission. I wholeheartedly urge the United Board to appoint her to the remainder of Director Naumann's term.

Thank you!

Sincerely,  
Steve Nash

Oxnard, CA 93036  
City of Oxnard Planning Commissioner

**John C. Zaragoza**  
Mayor



**Office of the Mayor**

300 West Third Street  
Oxnard, CA 93030  
(805) 385-7435  
Fax (805) 385-7595  
[www.oxnard.org](http://www.oxnard.org)

March 28, 2024

To Whom It May Concern,

I am writing to wholeheartedly recommend Carolina Magana for a position on the Division 6 Board seat of the United Water Conservation District. I have had the privilege of knowing Carolina for several years, and her dedication, passion, and unwavering commitment to community service makes her an exceptional candidate.

Carolina's journey as an immigrant businesswoman is nothing short of inspiring. She arrived in our community facing immense challenges, but her resilience and determination allowed her to overcome every obstacle. As a fieldworker, nursery worker, small business owner, mother, and grandmother, Carolina embodies the spirit of hard work and perseverance.

One of Carolina's remarkable achievements was the establishment of a food pantry right out of her garage, in collaboration with the Port of Hueneme. This initiative not only addressed the immediate needs of vulnerable families but also fostered a sense of unity and compassion within our community. Her tireless efforts to ensure equitable access to food and resources demonstrate her commitment to social justice and inclusion.

Carolina's leadership extends beyond community projects. As the Chief Management Officer of a Day Program for intellectually disabled individuals, she has consistently advocated for diversity and equity for all. Her inclusive approach has created an environment where everyone feels valued and respected.

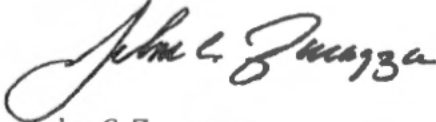
In addition to her practice experience, Carolina understands that our environmental issues is invaluable. She actively participates where needed to promote sustainability, equality, and clean practices.

Carolina's appointment to the United Water Board would be a significant step toward a more inclusive and forward-thinking organization. Her unique perspective, dedication to equity, and unwavering commitment to service make her an ideal candidate.

I wholeheartedly recommend Carolina Magana for this crucial role. Her passion, integrity, and ability to bridge diverse perspectives will undoubtedly contribute to the success of the United Water Board.

Please feel free to contact me if you require any further information or clarification regarding Carolina's qualifications.

Sincerely,

A handwritten signature in black ink that reads "John C. Zaragoza". The signature is written in a cursive style with a large, looping initial "J".

John C. Zaragoza  
Mayor

March 27, 2024

Dear United Water Conservation District.

"The Lab 805" is pleased to write in support of Mrs. Carolina Magana, whom is been dedicated to serving the needs of minorities, youth, women, vulnerable or underrepresented individuals thru her efforts.

Mrs. Magana contributes to making better not only her community, but ours too facing obstacles, threats, acts of hate such as vandalism and incidents of violence.

Thanks to Mrs. Magana, South Oxnard of the area has feel a sense of security for all individuals, offering reassurance that community members can gather safely and participate in the valuable activities offered.

Thanks for your consideration.

Regards

Leo E Martinez.

CEO

The Lab 805 Creative studio•

Ventura, CA., 93004

March 29, 2024

To Whom It May Concern,

I am writing to wholeheartedly recommend Carolina Magana for a position on the United Water Board. I have had the privilege of knowing Carolina for 4 years, and her dedication, passion, and unwavering commitment to community service makes her an exceptional candidate.

Carolina's journey as an immigrant businesswoman is nothing short of inspiring. She arrived in our community facing immense challenges, but her resilience and determination allowed her to overcome every obstacle. As a fieldworker, nursery worker, small business owner, mother, and grandmother, Carolina embodies the spirit of hard work and perseverance.

One of Carolina's remarkable achievements was the establishment of a food pantry right out of her garage, in collaboration with the Port of Hueneme. This initiative not only addressed the immediate needs of vulnerable families but also fostered a sense of unity and compassion within our community. Her tireless efforts to ensure equitable access to food and resources demonstrate her commitment to social justice and inclusion.

Carolina's leadership extends beyond community projects. As the Chief Management Officer of a Day Program for intellectually disabled individuals, she has consistently advocated for diversity and equity for all. Her inclusive approach has created an environment where everyone feels valued and respected.

In addition to her practice experience, Carolina's understanding of environmental issues is invaluable. She actively participated where needed to promote sustainability, equality, and clean practices. Carolina's appointment to the United Water Board would be a significant step toward a more inclusive and forward-thinking organization. Her unique perspective, dedication to equity, and unwavering commitment to service make her an ideal candidate.

I wholeheartedly recommend Carolina Magana for this crucial role. Her passion, integrity, and ability to bridge diverse perspectives will undoubtedly contribute to the success of the United Water Board.

Sincerely,

*Celina Zacarias*

Board President  
Oxnard Harbor District: Port of Hueneme

## Tracy Oehler

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**From:** Perello, Bert  
**Sent:** Thursday, March 28, 2024 3:16 PM  
**To:** Tracy Oehler  
**Cc:** gallardosol@yahoo.com

Proceed with caution. This email originated from outside the District.

2/28/2024

Chair Sheldon G. Berger and Board of Directors  
of United Water Conservation District (UWCD)

Re: appointment to fill vacancy Division 6 member of UWCD Board

I offer my endorsement support to Ms Carolina Gallardo-Magana to serve as the replacement Board Member of the recently resigned Director of Division 6.

Similar to my previous written support for recently appointed and current Director of Division 5 Mr Steve Huber, to fill vacancy created by another recent UWCD Member resignation.

I know Carolina to be an active member in the community she lives, having dealt with her on issues of concern in my capacity as an elected Oxnard City Council member. Her involvement in South Oxnard, a very large residential component of UWCD Division 6 where she lives, with the interest and involvement in issues impacting our City residents from infrastructure, services provided by local and County agencies and regional concerns impacting us all lead me to believe she is very well suited to serve the Division 6 residents and property owners as well as the entire UWCD organization. She has expressed desire, shown willingness to work, a commitment to community plus her eagerness to learn and a can do attitude I believe will serve your organization well.

As an aside; an opportunity presents itself to your Board with this short term appointment. To show leadership in this regional area with a qualified Ms Gallardo-Magana as your choice for the short term vacancy replacement you can select a grandmother to compliment the voter selected female member of your board with the unique views women and mothers bring to collaborative leadership positions. The voters have recent past have placed a member on your board which how encompass three of the worlds great religions and it seems to be harmoniously working. The selection of Ms Gallardo-Magana a Latina who according to recent census data off [CENSUS.GOV](https://www.census.gov) is a member of the largest population in Ventura County, Hispanic.

I not only support her for the reasons I have listed, not simply for her ethnicity, but I believe she will best serve the interests of Division 6 and the UWCD organization if given the opportunity by your current Board to serve.

Sincerely

Bert E Perello

Oxnard City Council

District 1

Fox Canyon Ground Water Management Agency

current M&I alternate member

This message was scanned by Microsoft.