United Water
CONSERVATION DISTRICT

Board of Directors
Lynn E. Maulhardt, President
Catherine Keeling, Vice President
Gordon Kimball, Secretary/Treasurer
Keith Ford
Mohammed Hasan
Steve Huber
Rachel Jones

General Manager
Mauricio Guardado

Legal Counsel
David D. Boyer

AGENDA
REGULAR BOARD MEETING

Wednesday, September 9, 2026, 12:00 p.m.
UWCD Headquarters, First Floor, Board Room
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.

1.1 Appointment of President Pro Tempore for the September 9, 2026, Regular Board Meeting

Motion

The Board President and the Vice President are unable to attend this meeting. A quorum of the Board being present, and neither the District's Board of Directors Policies and Procedures nor the Water Conservation District Law (Division 21 of the Water Code) designating a presiding officer for a meeting at which both the President and the Vice President are absent, the Board will select one of its members to serve as President Pro Tempore for this meeting. Staff recommends that the Board elect Director Gordon Kimball, the Board's Secretary/Treasurer, to serve as President Pro Tempore, and adopt Resolution No. 2026-21 appointing the President Pro Tempore and authorizing the President Pro Tempore to preside over this meeting and to exercise the powers of the President, including the execution of documents when so authorized by the Board, through out this meeting. (ROLL CALL VOTE REQUIRED)

1.2 Public Comment

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.

1.3 Executive (Closed) Session

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
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
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.

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 July 8, 2026 Regular Meeting Minutes and the September 3, 2026 Special Meeting Minutes
Motion
Approve the minutes.

3.2 Hydrologic Conditions Monthly Report
Information Item
Receive and file Monthly Hydrologic Conditions Report for the District.

3.3 Investment Monthly Report (June and July 2026)

Information Item

Review the most current investment report for the month ending June 31 2026 and July 31, 2026.

3.4 Approval of the District's Conflict of Interest Code

Motion

Approve the District's Conflict of Interest Code and direct staff to submit the Local Agency Biennial Notice to the County of Ventura.

3.5 Adopt a Resolution Approving a Revision of United Water Conservation District's Fiscal Year 2026-2027 Salary Chart

Motion

Adopt a resolution approving the District's revised Fiscal Year 2026-2027 UWCD Salary Chart to reflect changes in California Minimum Wage effective January 1, 2027, and to accommodate a title change related to an upcoming retirement.

4. MONTHLY REPORTS BY DEPARTMENT

4.1 Administrative Services Department Monthly Report

Josh Perez, Chief Human Resources Officer and Brian Zahn, Chief Financial Officer

Information Item

Summary report and presentation outline key activities of the Administrative Services Department, including budget development, financial performance, accounting procedures, potential debt issuance, and investment updates. It also covers capital improvement programs, human resources and safety, property and facility management, records administration, groundwater extraction statements, risk management, contract oversight, policy and governance matters, and support for Board and staff operations.

4.2 Public Outreach and External Affairs Department Monthly Report

Tara Mulally, Public Outreach and External Affairs Manager

Information Item

Summary report and presentation highlight key activities led by the Public Outreach and External Affairs Manager, including implementation of strategic communications plans, media and social media management, development of outreach materials, coordination of community events, stakeholder engagement, legislative and intergovernmental affairs, public education initiatives, brand and messaging oversight, and support for Board and staff outreach efforts.

4.3 Engineering Department Monthly Report
Robert Richardson, Engineering Manager
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.

4.4 Environmental Services Department Monthly Report
Marissa Caringella, Environmental Services Manager
Information Item

Summary report and presentation cover the Environmental Services Department's key activities, including regulatory and environmental issues, monitoring programs, water releases and increased State Water imports, Freeman Diversion operations, FERC license compliance, Endangered Species Act actions, CEQA and NEPA compliance, and support for environmental and cultural permitting for District projects.

4.5 Operations and Maintenance Department Monthly Report
Craig Morgan, Chief Operations Officer
Information Item

Summary report and presentation provide an overview of activities across the District's facilities, including Santa Felicia Dam and hydroplant, Piru, Saticoy, and El Rio Groundwater Recharge facilities, Freeman Diversion, Pleasant Valley and Pumping Trough Pipeline systems, and the Oxnard Hueneme Pipeline system. It covers operational plans, water diversion and delivery metrics, water quality, fish ladder operations, major maintenance and repairs, project updates, and safety and training matters.

4.6 Recreation Department Monthly Report
Bernard Riedel Jr., Senior Park Ranger
Information Item

Summary report and presentation on monthly activities of the 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.

4.7 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies (GSAs)
Bram Sercu, Water Resources Supervisor
Information Item
Summary report and presentation summarize key activities of the Water Resources Department, including groundwater modeling updates, reservoir releases, State Water Project imports, support for diversion and recharge operations, groundwater condition assessments, contributions to water supply and sustainability projects, and outreach efforts. It also highlights engagement with Groundwater Sustainability Agencies, advisory committees, and other regional stakeholders.

5. MOTION ITEMS

5.1 A Resolution Determining that the Rancho Temescal Property Acquisition Project and Authorizing the General Manager to Execute Associated Vacant Land Purchase Agreement and Associated Escrow Documents (collectively, the "Project") is Exempt from the Provisions of the California Environmental Quality Act ("CEQA") under CEQA Guidelines Sections 15061(b)(3) and 15301, and Approving the Project
Motion
The Board will consider adoption of resolution No. 2026-22 determining that Rancho Temescal Property Acquisition Project and Authorizing the General Manager to Execute Associated Vacant Land Purchase Agreement and Associated Escrow Documents (collectively, the "Project") is exempt from the provisions of the California Environmental Quality Act ("CEQA") under CEQA Guidelines Sections 15061(b)(3) and 15301 and approving the Project. The resolution would authorize the Rancho Temescal Property Acquisition Project and also authorize the General Manager to execute a Vacant Land Purchase Agreement and associated escrow documents.

The proposed project is categorically exempt from CEQA under CEQA guidelines Section 15301 (Class 1 Existing Facilities) because the proposed Project involves only the acquisition of land, which is vacant, with negligible or no expansion of existing for former use, and none of the exceptions to the categorical exemptions set forth in CEQA Guidelines Section 15300.2 apply. The proposed Project is also exempt from CEQA under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the proposed Project may have a significant effect on the environment.

If the proposed Project is approved, and directing the resolution will direct staff to file a Notice of Exemption in accordance with CEQA.

5.2 Adopt Resolution No. 2026-19 Nominating Director Mohammed A. Hasan for Appointment as Independent Special District Alternate Member to the Ventura Local Agency Formation Commission (LAFCo) for the Term January 1, 2027 through December 31, 2030.

Motion

The Board will consider adoption of a resolution nominating Director Mohammed A. Hasan for appointment as the Independent Special District Alternate Member to the Ventura Local Agency Formation Commission (LAFCo) for the four-year term commencing January 1, 2027, and ending December 31, 2030, and authorizing submission of the nomination package to Ventura LAFCo.

5.3 Award of Agreement to Construct the Vineyard Avenue Crossing

Motion

Authorize the General Manager to execute a construction agreement with Sam Hill & Sons, Inc. (Sam Hill & Sons) in the amount of $6,106,190 for the construction of a conveyance beneath Vineyard Avenue to connect the Saticoy Recharge Facility to Ferro Basin (CIP 8018 Freeman Division Improvement Project – Conveyance).

5.4 Award of Agreement with HDR Engineering, Inc. for Construction Management Services for the Vineyard Avenue Crossing

Motion

Authorize the General Manager to execute the Professional Consulting Services Agreement for construction management and inspection related services with HDR Engineering, Inc. for the not-to-exceed amount of $539,900 to support the construction of Vineyard Avenue Crossing to connect the Saticoy Recharge Facility to Ferro Basin (CIP 8018 Freeman Diversion Improvement Project – Conveyance).

5.5 Award of Agreement with Rite-Way Roof Corporation for District Headquarters Roof Replacement

Motion

Authorize the General Manager to execute an agreement with Rite-Way Roof Corporation (Rite-Way) in the amount of $360,00 to construct a roof replacement at the District Headquarters.

6. FUTURE AGENDA ITEMS

7. 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 Guardado, General Manager

This agenda was posted Thursday, September 3, 2026, at 4:30 p.m. at the United Water Conservation District Headquarters, Oxnard, CA and www.unitedwater.org.

_____
Tara Acosta, Clerk of the Board

EXHIBIT A
EXECUTIVE (CLOSED) SESSION AGENDA

1. LITIGATION

1.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): one potential case. Existing facts and circumstances consist of receipt of a Government Claims Act claim pursuant to Government Code section 54956.9(e)(3), which is available for public inspection pursuant to Government Code section 54957.5

1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9 (d)(1) (four matters).

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. California Fish and Game Commission, a California Public Agency, Superior Court of California, Los Angeles County (Central District), Case No. 25STCP01671; Petition for Writ of Mandate challenging the Commission's determination to list O'mykiss as endangered under the California Endangered Species Act.

D. Wishtoyo Foundation, et al v. United Water Conservation District, Superior Court of the State of California, County of Los Angeles (Central District), Case No. 22STCP04160; Verified Complaint for Declaratory and Injunctive Relief and Petition for Writ of Mandate under California Constitution Article X, section 2, the Public Trust Doctrine and Fish and Game Code sections 1602, 5901, 5948, 5935, 5937.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property/Properties:

APN 016-020-0050
APN 016-020-0080
APN 016-021-0040

A portion of APN 016-021-0020 (62.5 acres)
A total of 1354.5 acres

Agency Negotiators: United Water Conservation District; District Real Property Negotiators: Mauricio Guardado, General Manager and Maryam Bral, Assistant General Manager

Negotiating Parties: United Water Conservation District and Ranch Temescal

Under Negotiation: Instruction to Negotiators will concern both price and terms of payment.

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager

From: David Boyer, District General Counsel

Date: **August 31, 2026 (September 9, 2026, meeting)**

Agenda Item: **1.1 Adopt a Resolution Appointing the Board Secretary/Treasurer as President Pro Tempore for the September 9, 2026 Regular Board Meeting and Authorizing the President Pro Tempore to Exercise the Powers of the President Throughout Such Meeting**
Motion item

Recommendation:

Receive Adopt the attached Resolution appointing Director Gordon Kimball, the Board's Secretary/Treasurer, to serve as President Pro Tempore of the Board of Directors for the September 9, 2026 regular Board meeting, and authorizing the President Pro Tempore to preside over that meeting and to exercise the powers of the President, including the execution of documents when so authorized by the Board, throughout that meeting.

Because the appointment of a presiding officer is an organizational matter, staff further recommends that the Board first elect the President Pro Tempore by motion and majority vote of the members present as the first order of business, which includes adopting the attached Resolution to memorialize the appointment and the associated authority.

Discussion:

Background

The Board President and the Vice President will both be unable to attend the September 9, 2026 regular Board meeting. A quorum of the Board — four or more Directors — is expected to be present, and the Board intends to conduct its regular business at that meeting.

The District's Board of Directors Policies and Procedures assign the duty to chair Board meetings to the President and provide that the Vice President assumes the duties of the President in the President's absence. The Policies do not, however, address who presides when both the President and the Vice President are absent, and they contain

no chair pro tempore provision. The Policies expressly anticipate that matters not covered by their terms are to be addressed by the Board.

The Water Conservation District Law (Division 21 of the Water Code), under which the District is organized, likewise does not designate a presiding officer for a meeting at which both the President and the Vice President are absent. Division 21 vests in the Board the authority to manage and conduct the business and affairs of the District. Consistent with that authority, and under

generally applicable rules of parliamentary procedure, a quorum of the Board has the inherent authority to select one of its members to serve as presiding officer when the regular presiding officers are absent.

To provide a clear and orderly record of authority for the September 9, 2026 meeting, staff recommends that the Board appoint Director Gordon Kimball, the Board's Secretary/Treasurer, to serve as President Pro Tempore for that meeting and confirm the scope of the President Pro Tempore's authority by resolution.

The Requested Action

The attached Resolution (Attachment A) accomplishes the following:

1. Appoints Director Gordon Kimball, the Board's Secretary/Treasurer, to serve as President Pro Tempore of the Board of Directors for the September 9, 2026 regular Board meeting.

2. Provides that the President Pro Tempore shall preside over the September 9, 2026 regular meeting and may exercise all powers and duties of the President throughout that meeting.

3. Authorizes the President Pro Tempore to execute, on behalf of the District, any resolution, contract, or other document approved by the Board at the September 9, 2026 meeting that would otherwise require the President's signature, when so authorized by the Board. Documents executed by the President Pro Tempore should reflect that capacity in the signature block (President Pro Tempore).

4. Directs that, to avoid a single officer both executing and attesting the same instrument, any document executed by Director Kimball as President Pro Tempore that also requires the attestation of the Secretary/Treasurer instead be attested by the Clerk of the Board or another officer or director designated by the Board.

5. Limits the authority granted to the September 9, 2026 regular meeting, with that authority expiring upon adjournment of the meeting.

1.1 Adopt a Resolution Appointing the Board Secretary/Treasurer as President Pro Tempore for the September 9,2026 Regular Board Meeting and Authorizing the President Pro Tempore to Exercise the Powers of the President Throughout Such Meeting
Motion Item

The appointment applies only to the September 9, 2026 regular meeting. The offices of President, Vice President, and Secretary/Treasurer are unaffected, and Director Kimball continues to hold and, except as noted above regarding attestation, to perform the duties of Secretary/Treasurer.

Fiscal Impact:
None. The recommended action is a governance and procedural matter and requires no expenditure of District funds.

Attachment(s):
A — Resolution Appointing the Board Secretary/Treasurer as President Pro Tempore for the September 9, 2026 Regular Board Meeting

ATTACHMENT A

RESOLUTION NO. 2026-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF

UNITED WATER CONSERVATION DISTRICT APPROVING THE APPOINTMENT OF THE SECRETARY/TREASURER AS PRESIDENT PRO TEMPORE OF THE BOARD FOR THE SEPTEMBER 9, 2026, REGULAR BOARD MEETING AND AUTHORIZING THE PRESIDENT PRO TEMPORE TO EXERCISE THE POWERS OF THE PRESIDENT THROUGHOUT SUCH MEETING

WHEREAS, United Water Conservation District ("District" or "UWCD" or "United") is a water conservation district reformed in 1950 under Division 21 of the Water Code (Water Conservation District Law of 1931, Water Code Section 74000 et seq.) and is governed by a seven-member Board of Directors; and

WHEREAS, pursuant to Water Code Section 74250 the Board of Directors elects a president from among its members and appoints a secretary, and, under the District's Board of Directors Policies and Procedures, the Board of Directors annually elects a President, a Vice-President, and a Secretary/Treasurer; and

WHEREAS, Gordon Kimball currently serves as the duly elected Secretary/Treasurer of the Board of Directors of the District; and

WHEREAS, the District's Board of Directors Policies and Procedures provide that the President shall chair meetings of the Board of Directors and that the Vice-President shall assume the duties of the President in the President's absence; and

WHEREAS, both the President and the Vice-President of the Board of Directors will be unable to attend the regular meeting of the Board of Directors scheduled for September 9, 2026, at which a quorum of the Board of Directors is expected to be present; and

WHEREAS, neither the District's Board of Directors Policies and Procedures nor the Water Conservation District Law (Division 21 of the Water Code) designates a presiding officer for a meeting of the Board of Directors at which both the President and the Vice-President are absent, and the Board of Directors Policies and Procedures provide that matters not otherwise covered therein are to be addressed by the Board of Directors; and

WHEREAS, Water Code Sections 74220 and 74221 vest in the Board of Directors the authority to organize as a board and to manage and conduct the business and affairs of the District, and the Board of Directors has the authority to select one of its members to serve as the presiding officer of a meeting in the absence of both the President and the Vice-President; and

WHEREAS, the Board of Directors desires to appoint Gordon Kimball, the Board's Secretary/Treasurer, to serve as President Pro Tempore of the Board of Directors for the September 9, 2026, regular meeting and to authorize the President Pro Tempore to exercise the powers of the President, including the execution of documents when so authorized by the Board of Directors, throughout such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of United Water Conservation District that the Board of Directors hereby approves and appoints Gordon Kimball, the Board's Secretary/Treasurer, to serve as President Pro Tempore of the Board of Directors for the regular meeting of the Board of Directors held on September 9, 2026.

BE IT FURTHER RESOLVED that the President Pro Tempore shall preside over the September 9, 2026, regular meeting of the Board of Directors and shall have and may exercise all of the powers and duties of the President of the Board of Directors throughout such meeting.

BE IT FURTHER RESOLVED that the President Pro Tempore is authorized to execute, on behalf of the District, any resolution, contract, or other document approved by the Board of Directors at the September 9, 2026, regular meeting that would otherwise require the signature of the President, when so authorized by the Board of Directors, and that any such document may be executed by Gordon Kimball in his capacity as President Pro Tempore throughout such meeting.

BE IT FURTHER RESOLVED that, so that a single officer does not both execute and attest the same instrument, any document executed by Gordon Kimball as President Pro Tempore that also requires attestation by the Secretary/Treasurer of the Board of Directors shall instead be attested by the Clerk of the Board or by another officer or director of the Board designated for that purpose.

BE IT FURTHER RESOLVED that the authority granted by this Resolution is limited to the regular meeting of the Board of Directors held on September 9, 2026, and shall expire upon the adjournment of that meeting.

We, the undersigned, being the duly qualified and acting President Pro Tempore and the Clerk of the Board, respectively, of the Board of Directors of United Water Conservation District, do hereby certify that the above and foregoing resolution was duly and regularly adopted and passed by resolution of the Board of Directors of said water conservation district at a meeting thereof held on the 9th day of September 2026, by the following vote:

In favor thereof, Directors:

Abstain, Directors:

Not in favor, Directors:

Absent, Directors:

ATTEST: _____
President Pro Tempore Gordon Kimball

ATTEST: _____
Clerk of the Board Tara Acosta

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager

From: Tara Acosta, Executive Assistant/Clerk of the Board

Date: **August 30, 2026 (September 9, 2026, meeting)**

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

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):
Director's Monthly Activity Reports

Board of Directors Due on last day of month

Activities and Expenses for Month February **Year** 2026

Director: Keeling

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		02/11	28

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**
	Executive—HQ	02/09	28

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**

5. <u>Appointed representative</u> to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month February **Year** 2026

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	$ 520.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	56	x $0.725/mile	$ 40.60
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 610.60

Director Signature Catherine Pelling Date: 02/27/2026

General Manager Signature KR Date: 7/6/26

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

Board of Directors Due on last day of month

Activities and Expenses for Month March **Year** 2026

Director: Keeling

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		03/11	28

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**
	Finance & Audit—HQ	03/02	28
	Executive—HQ	03/17	28
	Finance & Audit—HQ	03/30	28

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**

5. <u>Appointed representative</u> to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month March **Year** 2026

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	$ 1,040.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	112	x $0.725/mile	$ 81.20
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 1,121.20

Director Signature Catherine P. Keeling Date: 03/31/2026

General Manager Signature for Date: 7/6/26

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

Board of Directors Due on last day of month

Activities and Expenses for Month April **Year** 2026

Director: Keeling

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		04/08	28

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**
	Executive—HQ	04/06	28
	Finance—HQ	04/27	28

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**

5. <u>Appointed representative</u> to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month April **Year** 2026

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**	3	x $260	$ 780.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	84	x $0.725/mile	$ 60.90
Total other expenses			$
TOTAL MILEAGE AND OTHER EXPENSES			$ 890.90

Director Signature _____ Date: 05/01/26

General Manager Signature _____ FOR MG Date: 03 MAY 2026

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

Board of Directors Due on last day of month

Activities and Expenses for Month June **Year** 2026

Director: Keeling

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		06/10	28

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**
	Finance & Audit—HQ	06/01	28
	Executive—HQ	06/08	28
	Executive—HQ	06/22	28
	Finance & Audit—HQ	06/29	28
	ngineering&Operations —H	06/30	28

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**

5. <u>Appointed representative</u> to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**
	Mound Basin Gov Ctr	06/22	22
	Do not reimburse		

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors

Due on last day of month

Per Diem and Expenses for Month June **Year** 2026

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

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

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			$50.00
Total # of meetings**	6	x $260	$ 1,560.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	168	x $0.725/mile	$ 121.80
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 1,731.80

Director Signature Catherine P. Kelly Date: 06/30/2026

General Manager Signature [signature] Date: 7/6/26

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

Board of Directors Due on last day of month

Activities and Expenses for Month June **Year** 2026

Director: Rachel Jones

1. UWCD Board Meetings Regular, special or emergency meetings.			**Date**	**Mileage**
			6/10	5
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		**Committee Name & Location**	**Date**	**Mileage**
3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		**Event Name & Location**	**Date**	**Mileage**
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		**Entity Name & Location**	**Date**	**Mileage**
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		**Entity Name & Location**	**Date**	**Mileage**
		Oxnard City Council	6/23	10
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		**Entity Name & Location**	**Date**	**Mileage**
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors

Due on last day of month

Per Diem and Expenses for Month June **Year** 2026

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 $125.00/day	—
Total # of miles	15	x $0.725/mile	$ 10.87
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 580.87

Director Signature _____ Date: 7/2/2026

General Manager Signature _____ Date: 7/6/26

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

Board of Directors Due on last day of month

Activities and Expenses for Month June **Year** 2026

Director: S Huber

1. UWCD Board Meetings Regular, special or emergency meetings.			**Date**	**Mileage**
			6/10 (Reg)	8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		**Committee Name & Location**	**Date**	**Mileage**
		Finance and Audit/HQ	6/1	8
		Finance and Audit/HQ	6/29	8
3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**
	GM	Meeting to discuss Oxnard Initiatives/Tms	6/17	0
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		**Event Name & Location**	**Date**	**Mileage**
		RDP / County Govt Center	6/4	10
		ACWA Vis for our Future/Zoom 6/10 NA		
		ACWA Vis for our Future/Zoom	6/24	0
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		**Entity Name & Location**	**Date**	**Mileage**
		AWAVC Bod/ Zoom 6/4 NA		
		VC Taxpayers Found/ Westlake Village	6/11	50
		State of the City of Oxnard/Oxn 6/11 NA		
		ACWA Reg 5 mtg w/J. Rotz / HQ	6/23	8
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		**Entity Name & Location**	**Date**	**Mileage**
		Meeting with CM Perello/Oxnard	6/22	6
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		**Entity Name & Location**	**Date**	**Mileage**
		AWAVC Watersise/CMWD TO	6/18	54
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month June **Year** 2026

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

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

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			$50.00
Total # of meetings**	10	x $260	$ 2,600.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	152	x $0.725/mile	$ 110.20
Total other expenses			$
TOTAL MILEAGE AND OTHER EXPENSES			$ 2,760.20

Director Signature S H Huber Date: 6/29/2026

General Manager Signature [signature] Date: 7/6/26

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

Steve Huber

From: Lynn Maulhardt
Sent: Saturday, May 23, 2026 4:41 AM
To: Steve Huber
Subject: Re: Zoom Permission request - [ACWA Vision - Deliver Critical Infrastructure Working Group]

Approved as requested. Thanks, Lynn

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Steve Huber <SteveH@unitedwater.org>
Sent: Wednesday, May 20, 2026 8:07:41 PM
To: Lynn Maulhardt <LynnM@unitedwater.org>
Subject: Zoom Permission request - [ACWA Vision - Deliver Critical Infrastructure Working Group]

Hi Lynn,

This is a Zoom meeting for the ACWA Vision of the Future Critical Infrastructure working group. Per our Zoom meeting policy, I am requesting permission to participate via zoom and need one approval for all of the meetings starting May 27th and bi-weekly through the fall.

Thank you,
Steve

Get Outlook for Android

From: Stephen Pang <StephenP@acwa.com>
Sent: Wednesday, May 20, 2026 4:23:24 PM
To: Jose Gutierrez <jgutierrez@wwd.ca.gov>; Jon Money <jmoney@eid.org>; Chentz@zone7water.com <Chentz@zone7water.com>; Deanna Jackson <djackson@tcwater.org>; vpryor@zone7water.com <vpryor@zone7water.com>; clawa2@clawa.net <clawa2@clawa.net>; AnjanetteShadley <anjibabe7@gmail.com>; npitois@scvwa.org <npitois@scvwa.org>; Morgan Campbell <mcampbell@westsidewa.org>; Charlotte Holifield

<cholifield@calleguas.com>; CharleyWilson <cwilson@pcconsultinginc.com>; Hrhee@lbcwd.org <Hrhee@lbcwd.org>; jaguilar1@wmwd.com <jaguilar1@wmwd.com>; Steve Huber <SteveH@unitedwater.org>; jaguilar1@wmwd.com <jaguilar1@wmwd.com>; mcolombo@olivenhain.com <mcolombo@olivenhain.com>; Jose Gutierrez <jgutierrez@wwd.ca.gov>; Sdix@wwd.ca.gov <Sdix@wwd.ca.gov>; Josh M. Weimer <jmweimer@TID.ORG>; Jlancaster@calleguas.com <Jlancaster@calleguas.com>; Glenn Farrel <glenn@gfadvocacy.com>; Kassy Chauhan <kchauhan@fresnoirrigation.com>; Neal Meyers <nmeyers@olivenhain.com>; Brent Hastey <bhastey@gmail.com>; mhether@fairfield.ca.gov <mhether@fairfield.ca.gov>; smusiker@calwaterassn.com <smusiker@calwaterassn.com>; cobegolu@glendaleca.gov <cobegolu@glendaleca.gov>; still@padre.org <still@padre.org>; Michael Saunders <msaunders@gd-pud.org>; ppenn@eid.org <ppenn@eid.org>; EdgarDymally <Edgar.Dymally@hdrinc.com>; Smaloni@olivenhain.com <Smaloni@olivenhain.com>; Austin1068@msn.com <Austin1068@msn.com>; Rachel Murphy <rmurphy@ccwater.com>; MelissaMcChesney <mmcchesney@padre.org>; alink@casaweb.org <alink@casaweb.org>; Brian Sanders <BSanders@cityofsacramento.org>; James Lee <jlee@cvwd.com>; DanielleCoats <coatsd@ranchowater.com>; ChristineCompton <compton@irwd.com>; GregZlotnick <gzlotnick@sjwd.org>; Noelle Mattock <ncmattock@roseville.ca.us>; ramdy@wqa.com <ramdy@wqa.com>; jgolka@valleywater.org <jgolka@valleywater.org>; Deborah Neev <debbie.neev@gmail.com>; jgauger@casaweb.org <jgauger@casaweb.org>; Rebecca Guo <rebecca.guo@edcgov.us>
Cc: Chelsea Haines <ChelseaH@acwa.com>; Stephen Pang <StephenP@acwa.com>; Jen Stein <jens@acwa.com>; Julia Hall <JuliaH@acwa.com>; Soren Nelson <SorenN@acwa.com>; Karla Cardenas <KarlaC@acwa.com>
Subject: [ACWA Vision - Deliver Critical Infrastructure Working Group] Welcome Survey

Proceed with caution. This email originated from outside the District.

Hi everyone,

Thank you for agreeing to participate in the Deliver Critical Infrastructure Working Group. This working group will develop detailed recommendations for the next Governor and Administration to advance the Deliver Critical Infrastructure priority action within the Vision for Our Water Future framework. The **first meeting for this working group is Wednesday, May 27, at 11am via Zoom** and will be meeting bi-weekly on a recurring schedule through fall 2026. You will receive the calendar invitations for these meetings soon.

Prior to our first meeting, please take a few minutes to **fill out this brief survey** to inform the development of these recommended actions.

https://www.surveymonkey.com/r/QQFW7J6

Friendly reminder, there is a toolkit available for ACWA members to join as a Vision partner and amplify this initiative.

Best,

Stephen Pang
State Relations Advocate
Association of California Water Agencies
(916) 669-2369 | stephenp@acwa.com | www.acwa.com

Board of Directors Due on last day of month

Activities and Expenses for Month 6 **Year** 26

Director: Mohammed Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		6-10	12

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**

5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**
	Ventura Water Comm.	6-22	15

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**
	WVCBA Oxnard state of the city	6-11	32
	Steve Blois dedication Grimes Caynon	6-19	40

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month 6 **Year** 26

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	$ 1,040.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	99	x $0.725/mile	$ 71.77
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 1,161.77

Director Signature Mohammed Hassan Date: 7-8-26

General Manager Signature [signature] Date: 7/8/26

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

Board of Directors Due on last day of month

Activities and Expenses for Month 7 **Year** 26

Director: Mohammed Hasan, P.E.

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		7-8	12

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**
	AWA Waterwise	7-16	56
	AWA water issues	7-21	12
	WVCBA elected officials Heritage Square	7-29	10

5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**
	SCWC Cal State Northridge	7-31	12

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month 7 **Year** 26

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

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

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			$50.00
Total # of meetings**	5	x $260	$ 1,300.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	102	x $0.725/mile	$ 73.95
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 1,423.95

Director Signature Mohammed Hasan Date: 8/14/26

General Manager Signature Date: 8/19

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

Board of Directors Due on last day of month

Activities and Expenses for Month July **Year** 2026

Director: Keeling

1. UWCD Board Meetings Regular, special or emergency meetings.		**Date**	**Mileage**
		07/08	28

2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.	**Committee Name & Location**	**Date**	**Mileage**
	Executive—HQ	07/06	28
	ecutive-HQ *not compensab	07/08	

3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**

4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.	**Event Name & Location**	**Date**	**Mileage**

5. <u>Appointed representative</u> to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.	**Entity Name & Location**	**Date**	**Mileage**

6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.	**Entity Name & Location**	**Date**	**Mileage**

7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.	**Entity Name & Location**	**Date**	**Mileage**

8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.	**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month July **Year** 2026

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	$ 520.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	56	x $0.725/mile	$ 40.60
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 610.60

Director Signature Catherine P. Harding Date: 07/31/2026

General Manager Signature [signature] Date: 8/19

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

Board of Directors Due on last day of month

Activities and Expenses for Month July **Year** 2026

Director: S Huber

1. UWCD Board Meetings Regular, special or emergency meetings.			**Date**	**Mileage**
			7/8 (Reg)	8
2. UWCD Committee/Advisory Body Meetings Environmental, Executive, Finance/Audit, Groundwater, Operations, Planning, Recreation and RiverPark JPA Committees.		**Committee Name & Location**	**Date**	**Mileage**
3. Meeting with GM or District Legal Counsel (LC)	**W/ GM or LC**	**Meeting Description & Location**	**Date**	**Mileage**
4. Conferences/Trainings. Includes conferences or educational activities organized by ACWA, AWAVC & CSDA.		**Event Name & Location**	**Date**	**Mileage**
5. Appointed representative to meetings of other entities' Boards. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA and GSA. Or preparatory meetings with GM regarding above meetings.		**Entity Name & Location**	**Date**	**Mileage**
		AWAVC Bod/ Zoom	7/2	0
		RDP/ County Gov Ctr/ Ventura	7/9	10
6. Meetings of other government entities at request of BoD, BP or GM. Such as PVCWD, FCGMA or Oxnard City Council.		**Entity Name & Location**	**Date**	**Mileage**
7. Meetings with board members or executive management of other agencies. Includes FCGMA, LAFCO, RiverPark JPA, AWAVC BoD, Oxnard Chamber of Commerce Water Committee, ACWA, CSDA, GSA.		**Entity Name & Location**	**Date**	**Mileage**
		Oxnard Sr Cit Adv Comm/Sr Svc Ctr Oxnard	7/13	6
		AWAVC Waterwise Comm/ CMWD TO	7/16	54
		AWAVC Mutual Water Comm/UWCD OXN	7/22	8
8. Public meetings hosted by District regarding District matters Such as Section 10 HCP, Vern Freeman Fish Panel.		**Meeting Description & Location**	**Date**	**Mileage**

Board of Directors Due on last day of month

Per Diem and Expenses for Month July **Year** 2026

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

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

* attach all receipts

This section to be completed by Finance Department only			
Phone Allowance			$50.00
Total # of meetings**	6	x $260	$ 1560.00
**not to exceed 10 meetings and $2,600. per month or 1 meeting per day			
Total days of travel	—	x $125.00/day	—
Total # of miles	86	x $0.725/mile	$ 62.35
Total other expenses			$ —
TOTAL MILEAGE AND OTHER EXPENSES			$ 1,672.35

Director Signature S H Huber Date: 7/24/2026

General Manager Signature [signature] Date: 8/10/26

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

Steve Huber

From: Lynn Maulhardt
Sent: Monday, June 1, 2026 9:39 AM
To: Steve Huber
Cc: Mauricio Guardado; Tara Acosta
Subject: Re: Lets Zoom! for June 4 Executive Comm. Meeting

Yes, I approve.

Lynn

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Steve Huber <SteveH@unitedwater.org>
Sent: Monday, June 1, 2026 8:15:06 AM
To: Lynn Maulhardt <LynnM@unitedwater.org>
Cc: Mauricio Guardado <mauriciog@unitedwater.org>; Tara Acosta <TAcosta@unitedwater.org>
Subject: Fw: Lets Zoom! for June 4 Executive Comm. Meeting

Hi Lynn,

Pls approve my participation in all AWA Board Zoom meetings going forward.

Thank you,
Steve

Get Outlook for Android

From: awa@awavc.org <awa@awavc.org>
Sent: Monday, June 1, 2026 8:11:45 AM
To: Kelle Pistone <awa@awavc.org>
Cc: Ann DeMartini <ann@anndemartini.com>; 'Greg Patterson' <G.Patterson@musickpeeler.com>; Helen McGrath <flyingmranch805@gmail.com>; Henry

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager

From: Tara Acosta, Executive Assistant/Clerk of the Board

Date: **August 30, 2026 (September 9, 2026, meeting)**

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

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. 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, project 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.

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager

From: Tara Acosta, Executive Assistant/Clerk of the Board

Date: **August 30, 2026 (September 9, 2026, meeting)**

Agenda Item: **3.1 Approval of the July 8,2026 Regular Meeting Minutes and the September 3, 2026 Special Meeting Minutes**
Motion

Recommendation:
Approve the minutes.

Attachment(s):
July 8, 2026 Regular Meeting Minutes
September 3, 2026 Special Meeting Minutes

United Water CONSERVATION DISTRICT

Board of Directors
Lynn Maulhardt, President
Catherine Keeling, Vice President
Gordon Kimball, Secretary/Treasurer
Keith Ford
Mohammed Hasan
Steve Huber
Rachel Jones

General Manager
Mauricio Guardado

Legal Counsel
David D. Boyer

MINUTES
REGULAR BOARD MEETING

Wednesday, July 8, 2026, 12:00 p.m.
UWCD Headquarters, First Floor, Board Room
1701 N. Lombard Street, Oxnard, CA 93030

ROLL CALL

Present: Directors Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt

Absent: Ford

1. FIRST OPEN SESSION 12:02 P.M.

1.1 Public Comment: None.

1.2 Executive (Closed) Session: 12:03 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 1:29 P.M.

2.1 Pledge of Allegiance: Director Maulhardt

2.2 Public Comment:

Public Speakers:
Charles Vanoni appears on behalf of his wife, Mary Vanoni to have her letter read to the Board.

2.3 Approval of Agenda

Action: M/S/C (Jones/Huber) to approve the Agenda.

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Absent: Ford; Noes: None.

2.4 Oral Report Regarding Executive (Closed) Session

In closed session, the Board considered the Government Code claim dated June 4, 2026, submitted by Ms. Nissa Rhodes. The Board voted unanimously with 1 absent, to accept/reject Ms. Rhodes' claim and directed the General Manager and/or his designee to send out appropriate legal notice. The roll call vote was as follows:

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Absent: Ford; Noes: None.

2.5 Board Members' Activities Report

Received and filed.

2.6 General Manager's Report

Received and filed.

3. CONSENT CALENDAR

Action: M/S/C (Hasan/Huber) to approve the Consent Calendar.

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Absent: Ford; Noes: None.

3.1 Approve the Minutes for June 10, 2026, Regular Meeting

Approved minutes.

3.2 Hydrologic Conditions Monthly Report

Received and filed.

3.3 Investment Monthly Reports for May 2026

Received and filed.

3.4 Adopt Resolution No. 2026-17 Supporting ACWA's Vision for Our Water Future

Adopted Resolution No. 2026-17 supporting the Association of California Water Agencies (ACWA) Vision for Our Water Future and affirming the District's commitment to collaborating with ACWA, state and federal partners, and local agencies to advance reliable, affordable, and resilient water supplies.

RESOLUTION NO. 2026-17

3.5 Consider Cancellation of August Board Meeting

Approved the cancelling of the regular August 2026 Board Meeting.

4. MONTHLY REPORTS BY DEPARTMENT

4.1 Public Outreach and External Affairs Department Monthly Report

Public Outreach and External Affairs Manager Tara Mullaly gave a PowerPoint presentation; received and filed.

4.2 Engineering Department Monthly Report

Assistant General Manager, Maryam Bral and Engineering Manager Robert Richardson gave a PowerPoint presentation; received and filed.

4.3 Environmental Services Department Monthly Report

Environmental Services Manager Marissa Caringella gave a PowerPoint presentation; received and filed.

President Maulhardt commends United for their win regarding NMFS 12-month finding and proposed rule to revise critical habitat designation.

4.4 Operations and Maintenance Department Monthly Report

Chief Operations Officer Craig Morgan gave a PowerPoint presentation; received and filed.

4.5 Recreation Department Monthly Report

Senior Park Ranger Bernard Riedel, Jr. gave a PowerPoint presentation; received and filed.

4.6 Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies

Water Resources Supervisor, Dr. Bram Sercu gave PowerPoint presentations; received and filed.

4.7 Administrative Services Department Monthly Report

Chief Financial Officer Brian Zahn and Josh Perez, Chief Human Resources Officer gave a PowerPoint presentation; received and filed.

President Maulhardt would like to see a list of who currently uses the United Water headquarters facility for events.

5. MOTION ITEMS

5.1 Adopt a Resolution Approving the Updated Expense and Compensable Activity Policy – Board Members and District Executives

Action: M/S/C (Huber/Keeling) to adopt a resolution to update Section 10 of the Expense and Compensable Activity Policy – Board Members and District Employees within the FY 2025-26 Financial Policies to clarify that virtual attendance via Zoom or Teams does not qualify for compensation unless approved in advance by the President of the Board or when the meeting is designated as virtual-only, or when the Board member is serving as a representative to an approved standing committee identified on the annually adopted Roster of Committees.

RESOLUTION NO. 2026-09

Vote: Ayes: Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: Hasan; Absent: Ford

5.2 Adopt a Authorizing and Delegating Authority to the General Manager to Execute State Water Project Purchase Agreements During Calendar Year 2026 up to a Combined Total Expenditure of $1 Million

Action: M/S/C (Hasan/Huber) to adopt Resolution authorizing and delegating authority to the General Manager to execute State Water Project purchase agreements during the calendar year 2026 up to a combined total expenditure of $1 million.

RESOLUTION NO. 2026-18

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

5.3 Adopt a Resolution for Adopting the Proposed Conflict-of-Interest Policy and Proposed Changes to the Procurement Policy for the District

Action: M/S/C (Hasan/Huber) to adopt a Resolution adopting the proposed Financial Policy entitled, “Conflict-of-Interest” along with changes to the “Procurement Policy” and to incorporate the policies into the United Water Conservation District’s

Financial Policies and Procedures Manual.

RESOLUTION NO. 2026-08

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

Huber suggests training the staff on conflict-of-interest issues that normally wouldn't get training would be beneficial.

5.4 Consider Approval of Board Letter in Support of State Funding for the Santa Felicia Dam Safety Improvement Project

Action: M/S/C (Jones/Huber) approval of a Board letter in support of state funding for the Santa Felicia Dam Safety Improvement Project and authorize the Board of Directors to sign the letter.

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

5.5 Authorize Amendment No. 2 to the Professional Consulting Services Agreement with GEI Consulting, Inc. for the Bid Document Preparation and Bid Phase Support Services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002)

Action: M/S/C (Jones/Hasan) authorizing the General Manager to execute Amendment No. 2 to the Professional Consulting Services Agreement with GEI Consultants, Inc. for the Bid Document Preparation and Bid Phase Support Services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002).

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

5.6 Authorize Amendment No. 3 to the Professional Consulting Services Agreement with Black and Veatch Corporation for Construction Management and Inspection Services for the Santa Felicia Dam Safety Improvement Project – Outlet Works (CIP 8002)

PowerPoint presentation received and filed.

Action: M/S/C (Jones/Huber) authorizing the General Manager to execute amendment No. 3 to the Professional Consulting Services Agreement with Black and Veatch Corporation on an annual basis, beginning with the award of the contract for Fiscal Year 2026-27 to BV to provide construction management and inspection services, and

preconstruction contract document for the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (CIP 8002).

Vote: Ayes: Huber, Hasan, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

5.7 Authorize Change Order No. 1 to the Purchase Order – Contractor Work Agreement with Ghazal Construction, Inc. for the Repair of the Lake Piru Recreation Area Lower Olive Grove Restroom

Action: M/S/C (Hasan/Huber) authorizing the General Manager to execute change order No. 1 to the purchase order – contractor work agreement for Ghazal Construction, Inc. for the additional work due to unforeseen site conditions during the repair of the Lake Piru Recreation Area Lower Olive Grove Restroom.

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

5.8 Approval to Write-Off an Uncollectable Balance of Nava Enterprises

Action: M/S/C (Huber/Jones) approval to write-off an uncollectable balances of Nava Enterprises.

Vote: Ayes: Hasan, Huber, Jones, Keeling, Kimball, and Maulhardt; Noes: None; Absent: Ford

6. FUTURE AGENDA ITEMS

Director Hasan mentions looking into ASR.

7. ADJOURNMENT

The meeting was adjourned at 4:04 p.m.

I certify that the above is a true and correct copy of the minutes of the UWCD Board of Directors meeting of July 8, 2026.

ATTEST: _____

Gordon Kimball, Board Secretary

ATTEST: _____

Tara Acosta, 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) and Government Code Section 54956.9(e)(1) (two matters).

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): one potential case. Existing facts and circumstances consist of receipt of a Government Claims Act claim pursuant to Government Code section 54956.9(e)(3), which is available for public inspection pursuant to Government Code section 54957.5.

1.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 (d)(1) (four matters).

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. California Fish and Game Commission, a California Public Agency, Superior Court of California, Los Angeles County (Central District), Case No. 25STCP01671; Petition for Writ of Mandate challenging the Commission's determination to list O'mykiss as endangered under the California Endangered Species Act.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property/Properties:

APN 016-020-0050
APN 016-020-0080
APN 016-021-0040
A portion of APN 016-021-0020 (62.5 acres)

A total of 1354.5 acres

Agency Negotiators: United Water Conservation District; District Real Property Negotiators: Mauricio Guardado, General Manager and Maryam

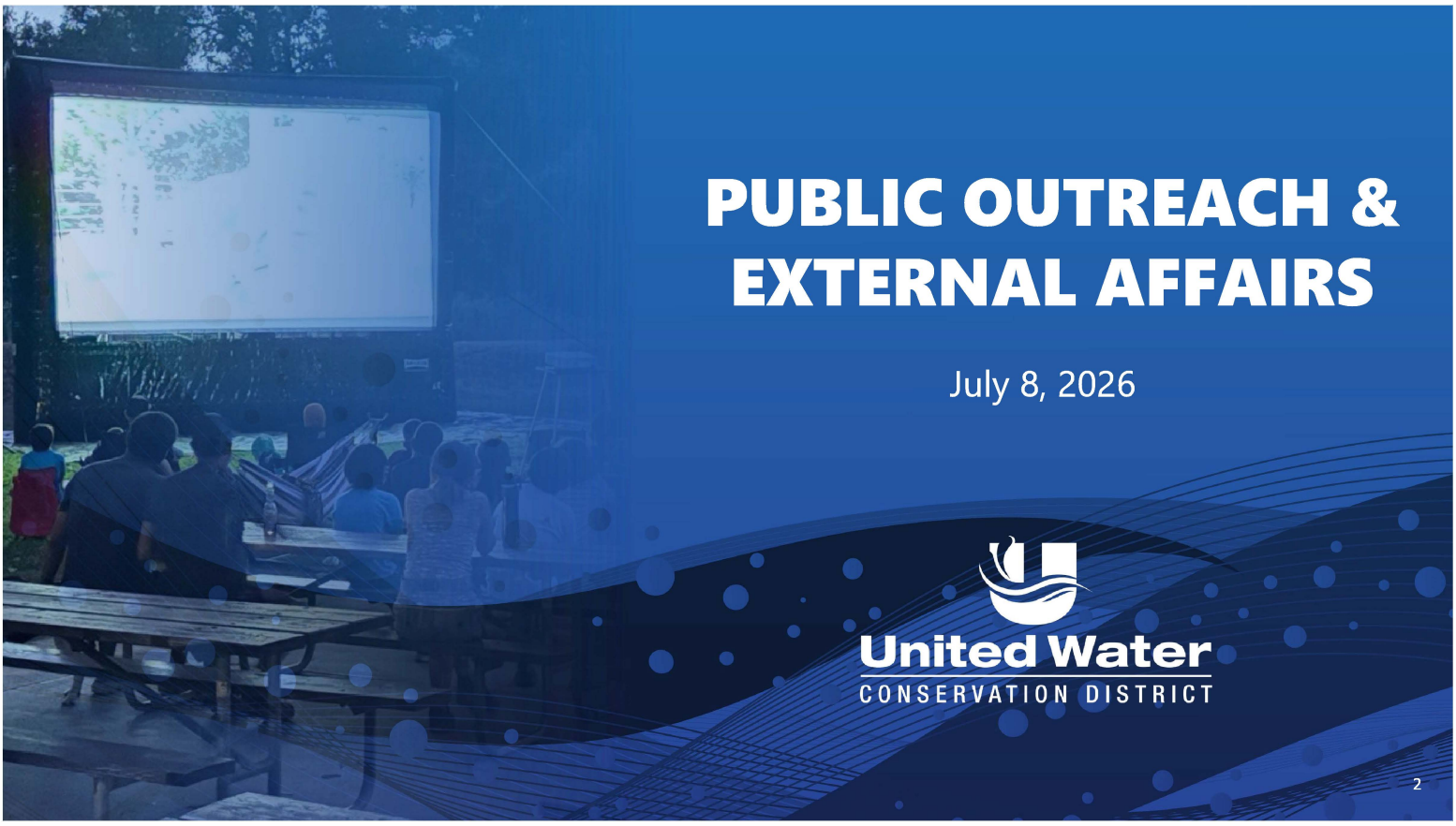
Bral, Assistant General Manager

Negotiating Parties: United Water Conservation District and Rancho Temescal

Under Negotiation: Instruction to Negotiators will concern both price and terms of payment.

United Water
CONSERVATION DISTRICT

REGULAR BOARD OF DIRECTORS MEETING
July 8, 2026



PUBLIC OUTREACH & EXTERNAL AFFAIRS

July 8, 2026

United Water
CONSERVATION DISTRICT

CAMPAIGN OVERVIEW

A coordinated, multi-channel effort to build public awareness of United Water's role and impact

In January 2026, United Water Conservation District formally launched the Visibility and Value Campaign. Over its first six months, the campaign grew into a multi-channel program spanning outdoor, print, digital, television, radio, branded content, and community events.

Four Consistent Creative Themes

- **Protect**
- **Conserve**
- **Manage**
- **Enhance**

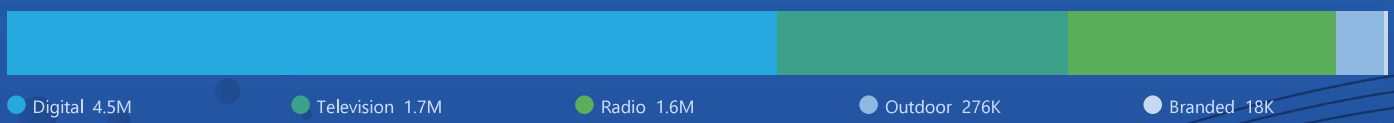
Campaign Channels

- Outdoor
- Print
- Digital
- Television
- Radio
- Branded Content
- Community Events

TOTAL ADVERTISING IMPACT

8.1M+

Paid advertising impressions across Outdoor, Digital, Television, Radio, and Branded Content over the campaign's first six months.



OUTDOOR & PRINT

Reaching residents in daily routines and trusted local print



Outdoor (DOOH)

276,488
total impressions

44,022
total ad plays

- Oxnard was the top-performing market throughout
- Creative ran across grocery stores, gas stations, gyms, medical offices, and entertainment venues
- A digital billboard on the Ventura Freeway began running in May through July

Print

35,000
VC Reporter circulation /issue

58,600
VC Star Sunday circulation

- Six-issue print run in the Ventura County Reporter, running every other week
- Estimated weekly readership: 80,000 readers in print and online
- A print insert also ran in the VC Star's Sunday edition

DIGITAL

Display, video, social, search, and email across three media partners

Combined digital impressions across all channels: 4,534,265 | Top market: Oxnard

2,564,109
Display Impressions

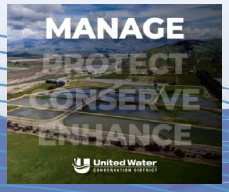
1,203,572
Pre Roll / OLV Video

178,189
CTV/OTT Impressions

584,000
Social Impressions

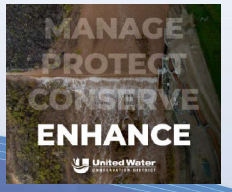
4,395
SEM Impressions

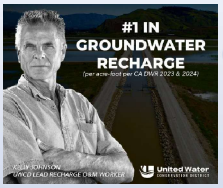
529,948
Email Reach (6 campaigns)













TELEVISION & RADIO

Broadcast reach across English and Spanish-language audiences

Television

1,716,900

household impressions

- 434 spots aired on KEYT's News Channel 3, February–June
- 93.9% household reach in the market
- Average frequency of 11.8



Radio

1,578,640

combined gross impressions

- Lazer Media (KOLM-FM): 738,000 impressions, 17.2 avg. frequency
- Entravision Audio Engage: 840,640 impressions, 89.5% listen-through rate
- Presence also maintained on Gold Coast Broadcasting's KUNX and KVEN

BRANDED CONTENT & EARNED MEDIA

Sponsored storytelling and organic press coverage

Branded Content

"Strengthening the Santa Clara River and the Region's Water Supply"

18,339

views

2,923

clicks

Click-through-via-rate of nearly 16%, well above typical benchmarks for sponsored content.

Earned Media

283

outlet pickups (SDLF release)

100M+

potential audience reached

- SDLF "District of Distinction" release distributed via PR Newswire
- "From Ventura County to Capitol Hill" (ACWA Most Effective Agency)
- Independent coverage: Ventura County Reporter quoted AGM Maryam Bral


ACWA

OUR WORK RESOURCES

VENTURA COUNTY AGENCY RECOGNIZED AMONG CALIFORNIA'S TOP SPECIAL DISTRICTS

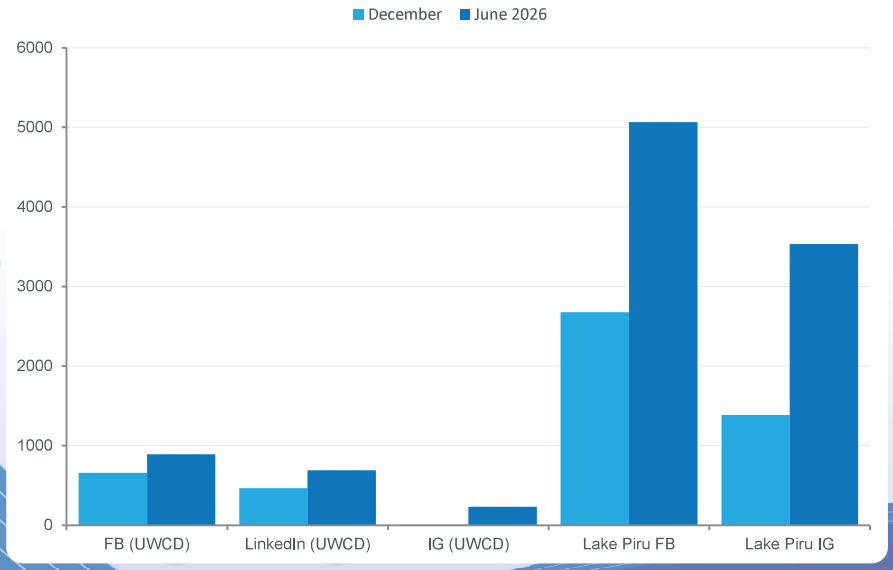
BY UNITED WATER CONSERVATION DISTRICT APR 23, 2026 MEMBER SUBMITTED NEWS

OXNARD — The Special District Leadership Foundation (SDLF) has recognized United Water Conservation District (United Water) as a District of Distinction, placing United Water among the highest performing public agencies in California and affirming its commitment to strong governance, fiscal discipline, and public accountability.

Only 2.14 percent of California's more than two thousand special districts have earned [illegible] Distinction accreditation. United Water stands at the [illegible] this designation

SOCIAL MEDIA GROWTH

December baseline vs. June 2026, United Water and Lake Piru platforms



Standout Growth

+2,500%

UWCD Instagram followers (9 → 234)

+155%

Lake Piru Instagram (1,387 → 3,533)

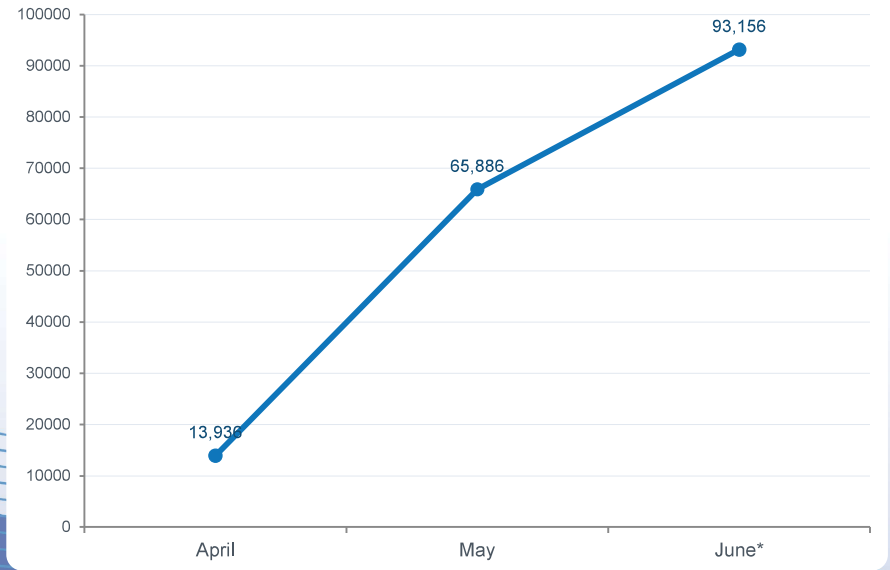
+89%

Lake Piru Facebook (2,676 → 5,067)

Growth led by intern Warner Curtis's focused effort on UWCD's social platforms.

Website Traffic

Monthly visits accelerated sharply as the campaign ramped up



**June figures through 6/23*

173,005

campaign-to-date total visits

- Traffic was effectively flat before the campaign's media ramp-up
- April through June shows steady, accelerating growth
- Two standout days in June each topped 7,000 and 10,000 visits



EVENTS & COMMUNITY PRESENCE

A steady cadence of tours, festivals, and recreation programming

Tours

7 stakeholder and educational tours, including the launch of the quarterly tour program

Community & Cultural

11 community festivals and events, from Native Plant Fest to the Strawberry Festival

Recreation & Lake Piru

5 events including the Piru Power Run and the Moonlight Cinema series launch

Industry & Association

4 events with AWA and regional partners, plus the Santa Paula Business Roundtable



Awards: ACWA's Most Effective Agency on a Federal Issue and SDLF's District of Distinction, plus a Lifetime Achievement Award for Board President Maulhardt

UPCOMING OUTREACH EVENTS

Upcoming Tours

- Quarterly Tour (July 29)

Upcoming Events

- Oxnard's Stars, Stripes and Sounds (July 3)
- Hueneme Beach Festival (July 11)
- Moonlight Cinema (July 11)
- VC Farm Bureau Bond Presentation (July 16)
- Boys & Girls Club STEM Day (July 17)
- Moonlight Cinema (July 25)
- Ventura County Fair (July 31 – August 9)





Santa Paula Spring into Summer Community Resource Fair

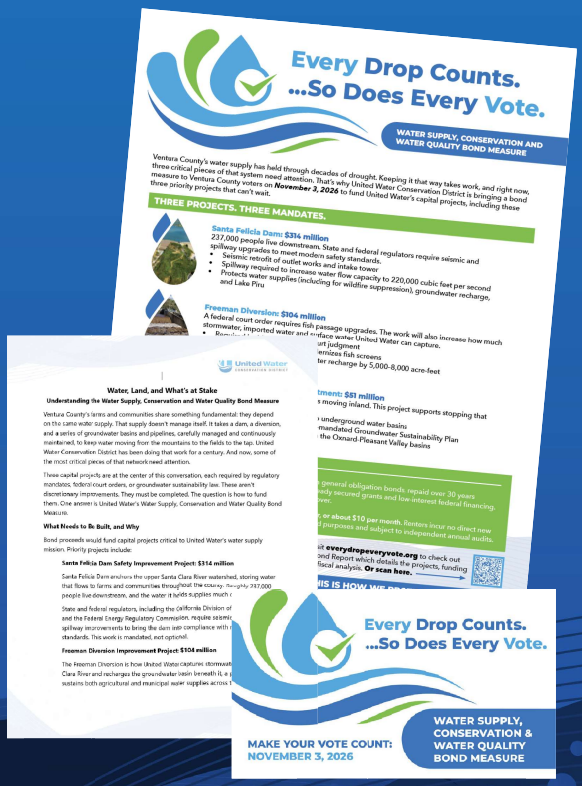




Ventura Taxpayer Foundation Lunch

Upcoming Initiatives

- Complete Bond Education Campaign Assets
- Continue enhancing the website as appropriate
- Coordinate City Council Bond Education Roadshow
- Continue developing the WSS experience





Engineering Department Monthly Update

July 8, 2026

United Water
CONSERVATION DISTRICT

Lake Piru Recreation Area Water Treatment Plant Improvements

B. System Reliability

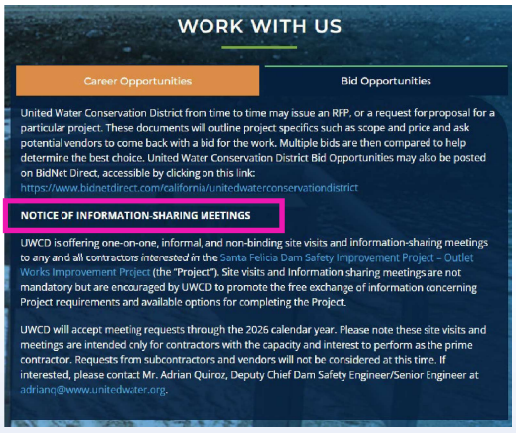
- Basis of Design Report (June 12)
- Targeted Improvements (Phase 1A)
  - Pressure Control
  - Turbidity Monitoring & Reject Water
  - High-Turbidity Considerations
  - First-Stage/Second-Stage Filter Rehab/Replacement
  - Chlorine/Polymer Dosing
  - Instrumentation & Controls
- Next Steps
  - Discussion with DDW
  - Final Design



B. System Reliability

Santa Felicia Dam SIP

- SFD OW Project- Notice of Information Sharing Meetings with Contractors
  - First meeting conducted on June 3, 2026.
- AWA Water Issues Committee Presentation on June 16, 2026



WORK WITH US

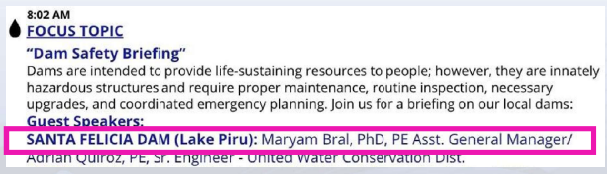
Career Opportunities | Bid Opportunities

United Water Conservation District from time to time may issue an RFP, or a request for proposal for a particular project. These documents will outline project specifics such as scope and price and ask potential vendors to come back with a bid for the work. Multiple bids are then compared to help determine the best choice. United Water Conservation District Bid Opportunities may also be posted on BidNet Direct, accessible by clicking on this link:
https://www.bidnetdirect.com/california/unitedwaterconservationdistrict

NOTICE OF INFORMATION-SHARING MEETINGS

UWCD is offering one-on-one, informal, and non-binding site visits and information-sharing meetings to any and all contractors interested in the Santa Felicia Dam Safety Improvement Project – Outlet Works Improvement Project (the "Project"). Site visits and information sharing meetings are not mandatory but are encouraged by UWCD to promote the free exchange of information concerning Project requirements and available options for completing the Project.

UWCD will accept meeting requests through the 2026 calendar year. Please note these site visits and meetings are intended only for contractors with the capacity and interest to perform as the prime contractor. Requests from subcontractors and vendors will not be considered at this time. If interested, please contact Mr. Adrian Quiroz, Deputy Chief Dam Safety Engineer/Senior Engineer at adrianq@www.unitedwater.org.

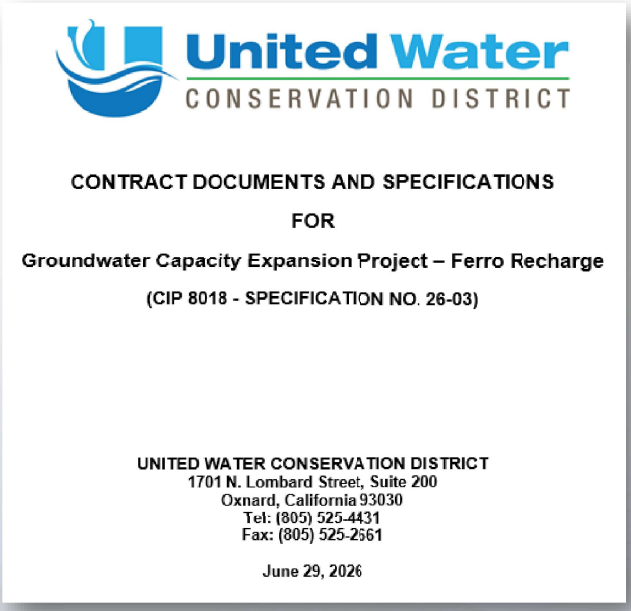


8:02 AM
FOCUS TOPIC
"Dam Safety Briefing"
Dams are intended tc provide life-sustaining resources to people; however, they are innately hazardous structures and require proper maintenance, routine inspection, necessary upgrades, and coordinated emergency planning. Join us for a briefing on our local dams:
Guest Speakers:
SANTA FELICIA DAM (Lake Piru): Maryam Bral, PhD, PE Asst. General Manager/
Adrian Quiroz, PE, Sr. Engineer - United Water Conservation Dist.

Vineyard Avenue Undercrossing

A. Water Supply

- Extend the Saticoy Recharge Facility to include the Ferro Basin
- Finalizing bid documents
- Award recommendation anticipated September 2026
- Construction anticipated to begin May 2027



United Water
CONSERVATION DISTRICT

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Groundwater Capacity Expansion Project – Ferro Recharge

(CIP 8018 - SPECIFICATION NO. 26-03)

UNITED WATER CONSERVATION DISTRICT
1701 N. Lombard Street, Suite 200
Oxnard, California 93030
Tel: (805) 525-4431
Fax: (805) 525-2661

June 29, 2026

Well 17 Redevolpment

B. System Reliability

- Final development completed June 16
- Aquifer step test completed June 18
- 24-hour pump test completed June 19
- Next Steps: Award contract to re-equip well.



EBB Water Treatment Project

A. Water Supply

B. System Reliability

- Meeting with NBVC CO on June 18
- TAC Meeting July 27
- 60% Design Status
  - Phase 1A Field Activities
    - Potholing
    - Temporary Piezometer Wells
    - Soil Resistivity Testing
  - Design Review Workshop (Sep/Oct 2026)

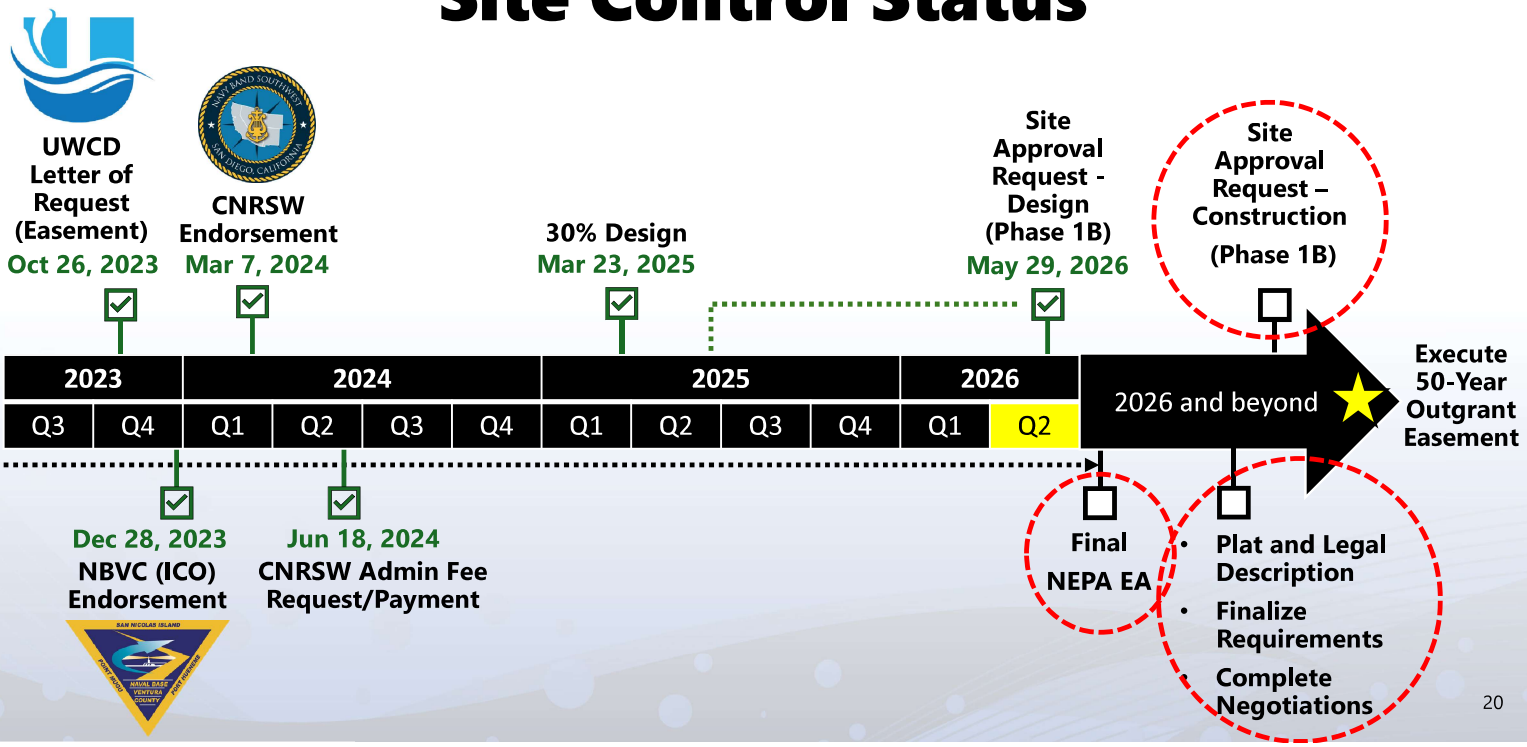


October 17, 2024



December 3, 2025

EBB Water Treatment Project Site Control Status



D. Fiscal Responsibility

Grants

- **FY 2024/2025 BRIC** (Building Resilient Infrastructure and Communities)
  - **$20M** for **SFD Outlet Works Improvement Project**
  - Submitted **June 5**
  - Responded to RFIs

FEMA

Cal OES GOVERNOR'S OFFICE OF EMERGENCY SERVICES

- **FY 2026 DCIP** (Defense Community Infrastructure Program)
  - **$4M** for **EBB WTP Phase 1**
  - Submitted **June 25**

OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION · OLDCC · HELPING COMMUNITIES HELP THEMSELVES





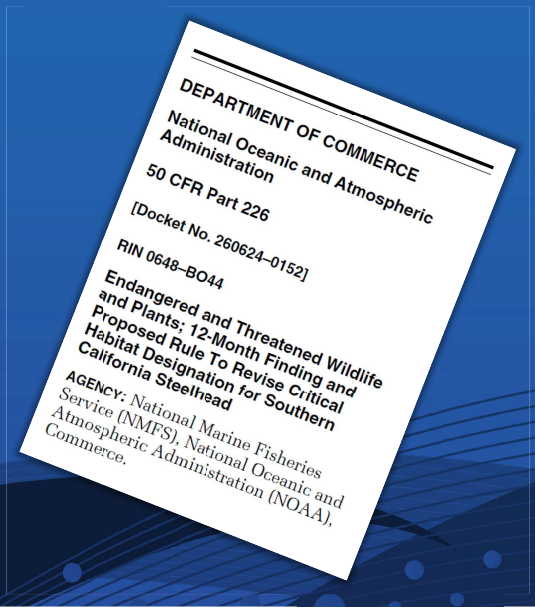
Environmental Services Department Update

July 8, 2026

United Water
CONSERVATION DISTRICT

NMFS 12-Month Finding and Proposed Rule to Revise Critical Habitat Designation

"Based on our review of the best scientific and commercial data available, we find that the petitioned action to remove this reach from the critical habitat designation is warranted. Consequently, we are proposing to remove this reach from the critical habitat designation for Southern California steelhead."



DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Part 226

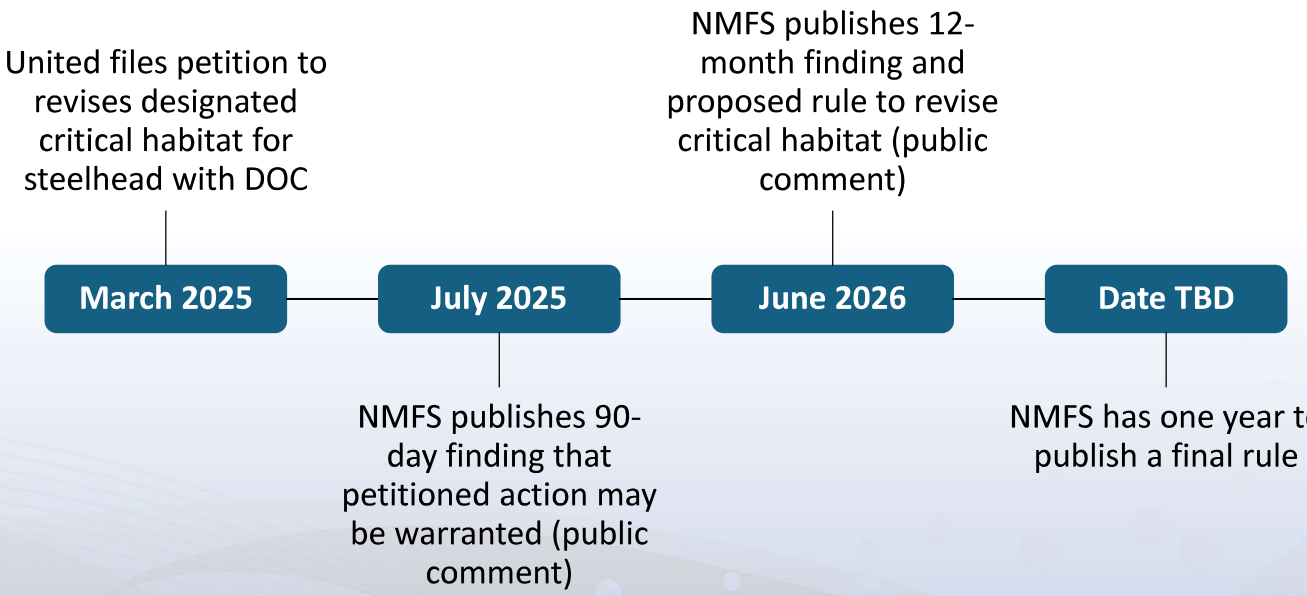
[Docket No. 260624–0152]

RIN 0648–BO44

Endangered and Threatened Wildlife and Plants; 12-Month Finding and Proposed Rule To Revise Critical Habitat Designation for Southern California Steelhead

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

Federal Review Process



25

Clear Evidence

- The habitat does not meet ESA criteria
- The listed species, anadromous steelhead, is not present
- Eligible for exclusion but not excluded
- Flawed economic analysis and true costs



26

What this has cost so far… and what was coming

How $80 Million Has Impacted Rates

Impact of NMFS' $80M in Water and Compliance Costs	Rate
As a percent of water rates (average over ~20 years)	28%
As dollars per price of an acre foot (average over ~20 years)	$20

What $158 Million Would Mean for Ratepayers

Potential Rate Impact of NMFS $158M in Pending Requests	Projected Increase
Percent increase in water rates (average over 5 years)	77%
Dollar increase per acre foot (average over 5 years)	$223

What this proposed rule means

- The finding impacts only about 1% of designated critical habitat for southern California steelhead
- The correction of this error is a critical change for United in cost savings and ability to maintain Santa Felicia Dam
- United's environmental stewardship and best practices to protect species and natural resources continues
- Timeline: NMFS has one year to publish a final rule

Updates

- **SFD FERC compliance** – *O. mykiss* surveys and nighttime exotic species removal
- **SFDSIP –** coordination with FERC on request for temporary flow variance
- **Freeman LSA permit compliance** – surveys and notifications for maintenance activities
- **Freeman HCP permitting progress** – meeting with NMFS and information provided
- **EBB Water Project –** NEPA internal review complete and sent to Navy
- **USFWS collaboration** – completed annual least Bell's vireo protocol surveys



THANK YOU



Operations and Maintenance Department Update

July 8, 2026

United Water
CONSERVATION DISTRICT



Santa Felicia Dam and Lake Piru

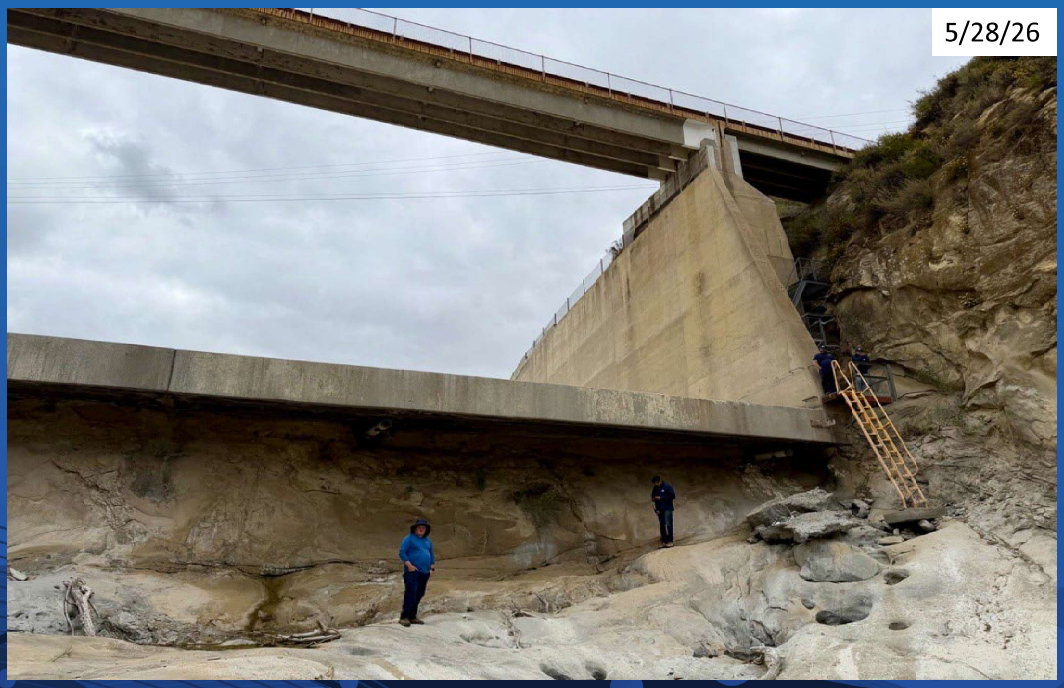
Lake Piru Water Treatment Plant



Santa Felicia Dam



Santa Felicia Dam



Freeman Diversion and Saticoy

Freeman Diversion



Saticoy Recharge Basins



Saticoy Recharge Basins



Saticoy Recharge Basins





El Rio

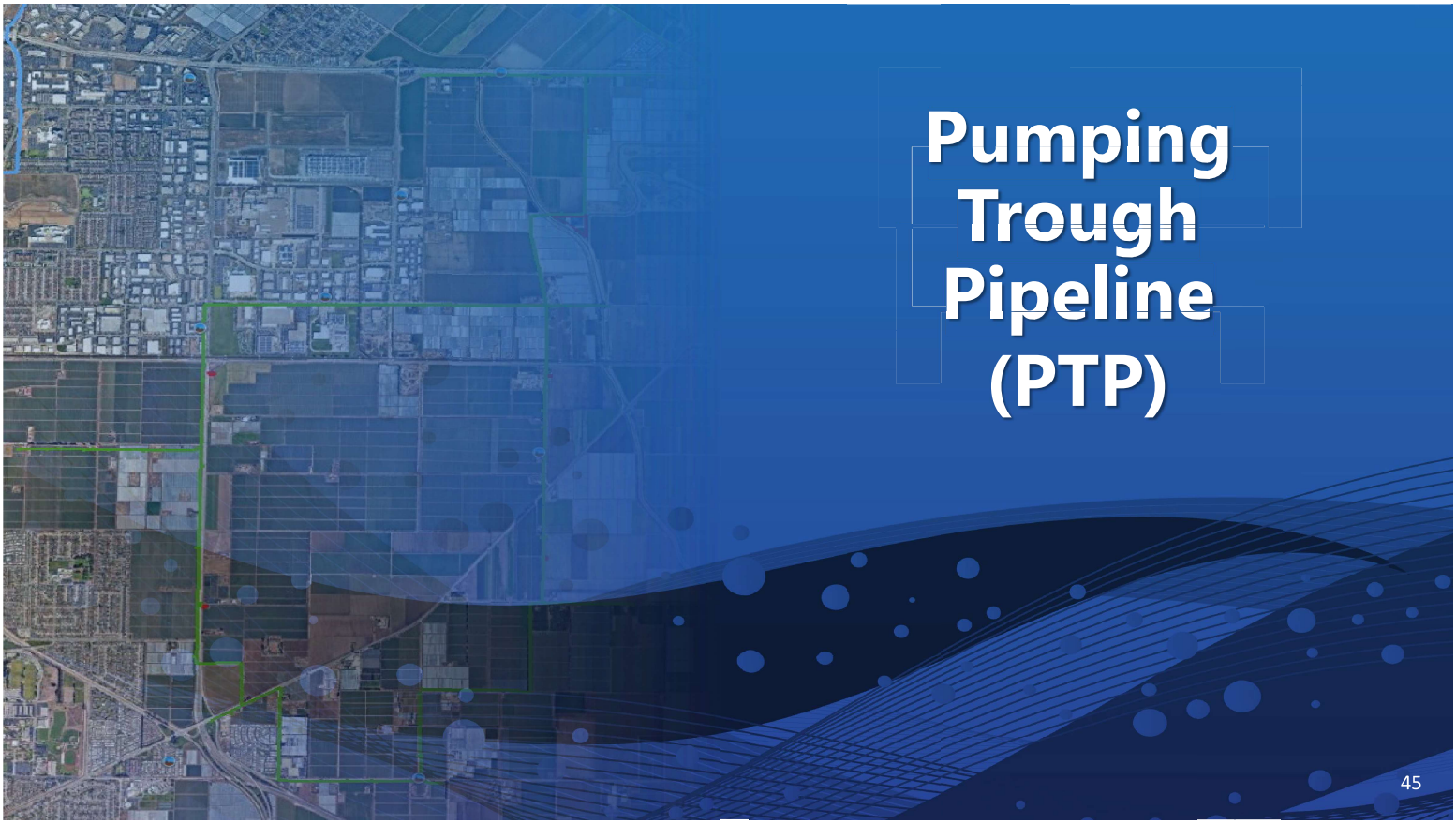


El Rio – 800kW Generator



El Rio

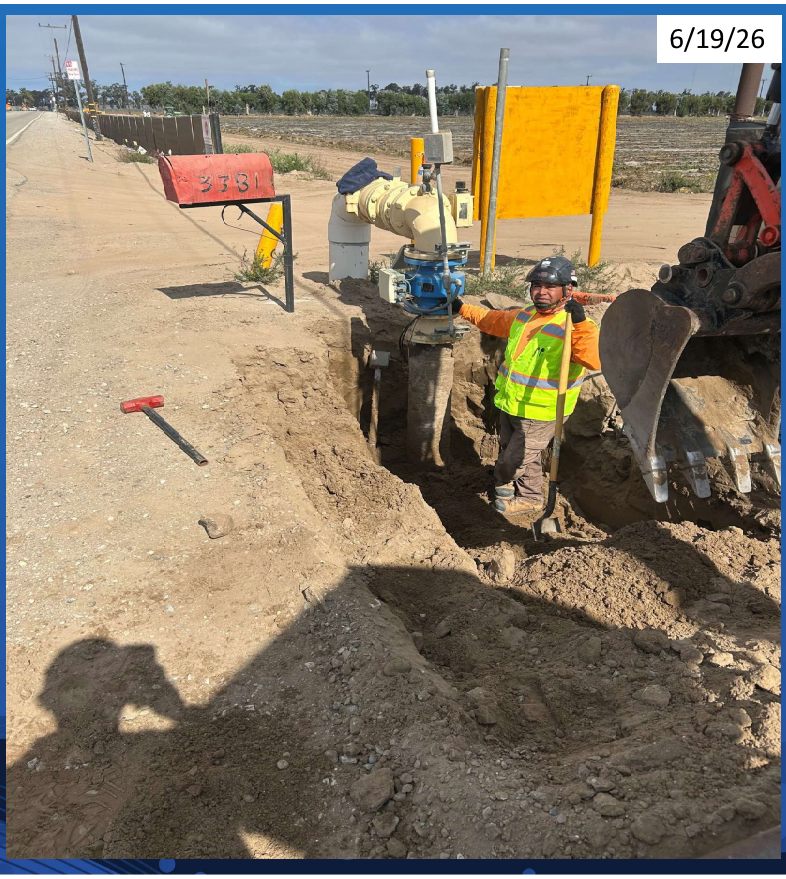




PTP



PTP



PTP



PV Pipeline - Costco



CPR Training




Questions?
United Water
CONSERVATION DISTRICT
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Recreation
Monthly Update
Bernard Riedel, Jr.
Senior Park Ranger
July 8, 2026
United Water
CONSERVATION DISTRICT

California Disaster Assistance Act (CDAA) 2026-02









Submitted two cleanup projects to CalOES for review and approval (application deadline is July 17)

75% of expenses of approved projects are reimbursed by the state

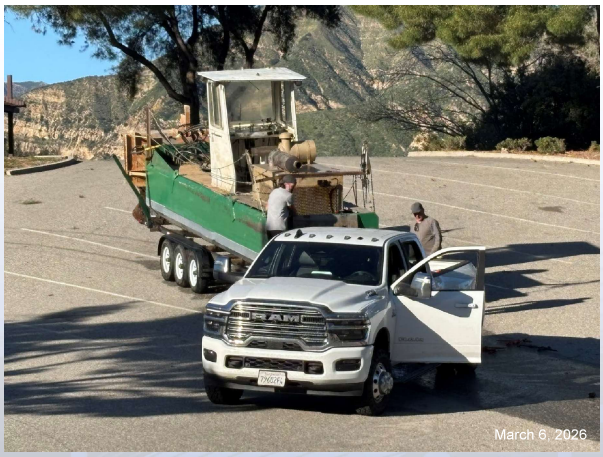
Only overtime hours for work by in-house staff can be claimed for reimbursement

Marina Damage



- Received insurance payment
- Repairs being conducted by Bellingham Marine Industries the week of June 22





55





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July 4, 2026
57


July 4, 2026
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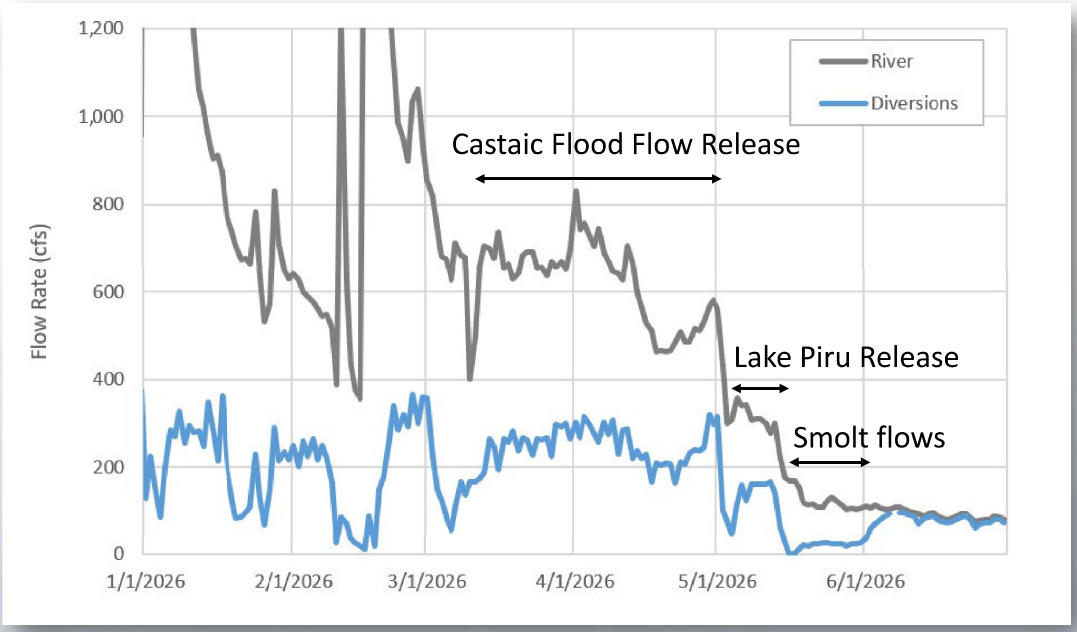

July 4, 2026


Questions
United Water
CONSERVATION DISTRICT

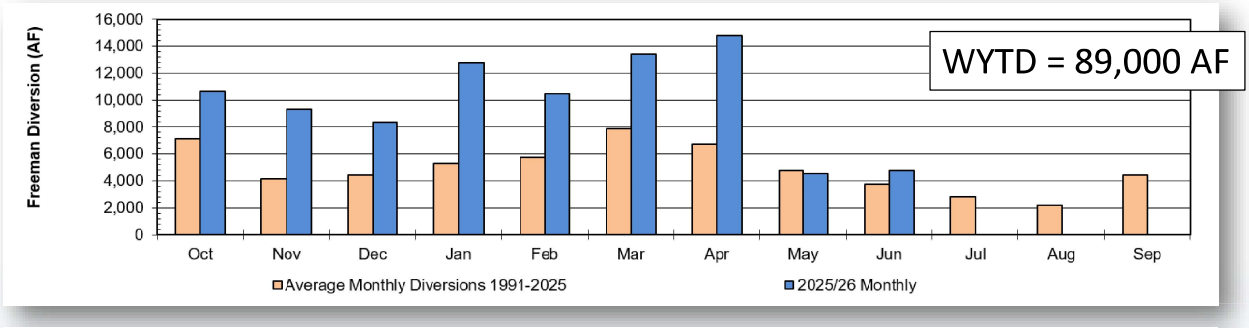


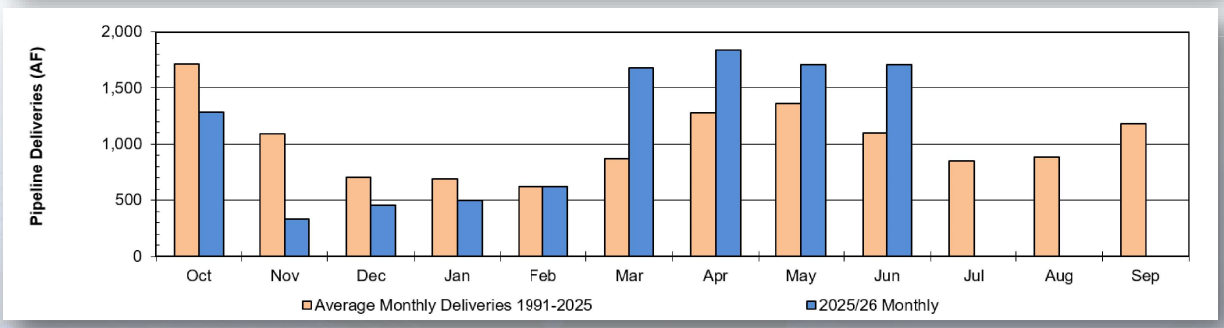
WATER RESOURCES OPERATIONS UPDATES

FREEMAN DIVERSION



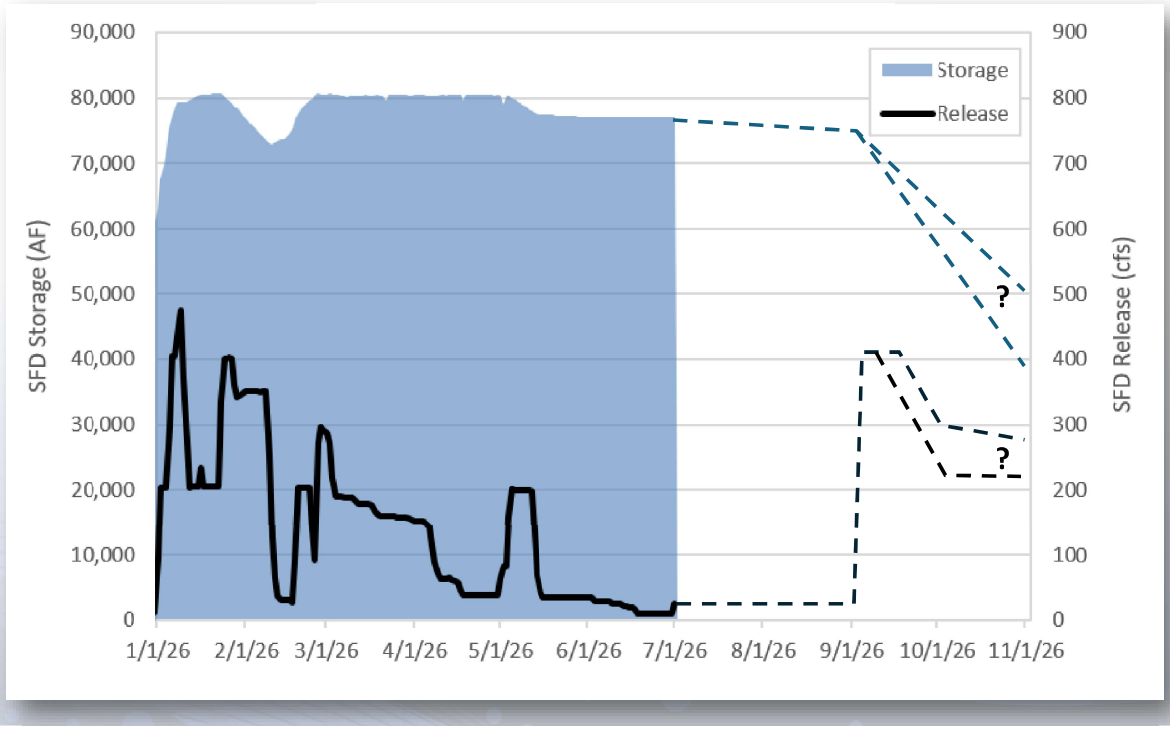
WATER RESOURCES OPERATIONS UPDATES
FREEMAN DIVERSION AND PIPELINE





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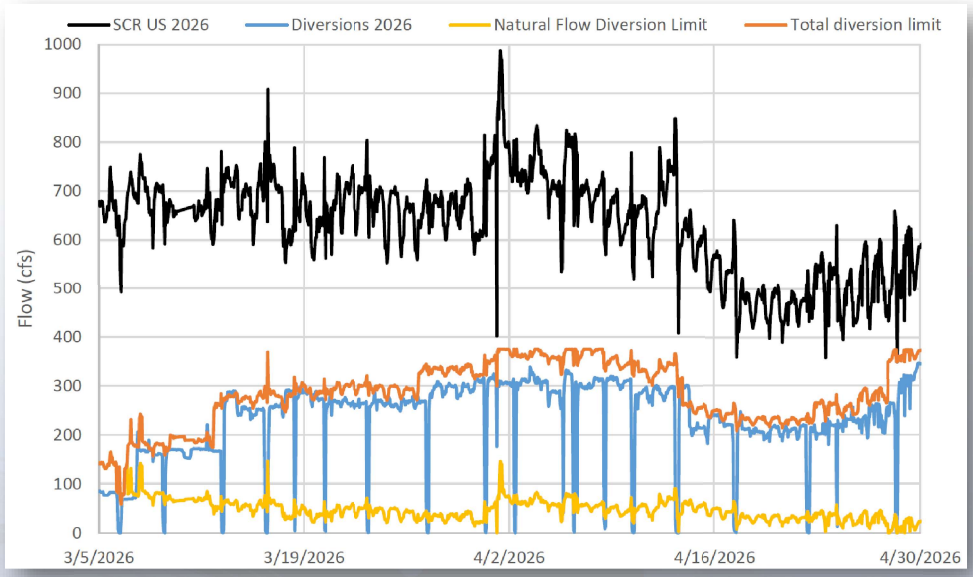
WATER RESOURCES OPERATIONS UPDATES
SANTA FELICIA DAM



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WATER RESOURCES ACTIVITIES UPDATES

NMFS Annual Report on Terms and Conditions 1(a) and 4(a)



WATER RESOURCES ACTIVITIES UPDATES

Data Enhancement Initiatives

- Database Management System/United Data Foundation Initiative
- Database and dashboard for EBB Water
- SCADA training for data retrieval and emergency system access
- Implementation of ArcGIS Field maps for electronic groundwater data collection
- ESRI software training
- Coordinate real-time access to PTP turnout metering data
- Telemetry equipment test at Saticoy monitoring wells
- GitHub workflow setup

GSA UPDATES

FPBGSA Board Meeting (6/18)

- Update on G.O. Bond effort
- Approved $13/AF extraction charge
- Approved 2026/27 work plan and budget/DBS&A task orders

FPBGSA GSP Support

- Groundwater modeling
- Well construction data gaps/review GDE aquatic study plan

GSA UPDATES

MBGSA Board Meeting/Workshop (6/22)

- GSP sustainability goal is being met
- Future pumping expected to be less than GSP assumptions
- No changes in GSP implementation
- Addressed DWR corrective actions

FCGMA Board Meeting (6/24)

- Approved Basin Optimization Plan Project "Purchase of Imported Water from CMWD for basin replenishment" + authorize use of reserve account funds to offset project costs
- Approve PSA for technical consulting services to develop a pilot project for groundwater accounting in the LPVB


Questions?
United Water
CONSERVATION DISTRICT
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Administrative Services Department Monthly Update
July 8, 2026
United Water
CONSERVATION DISTRICT

Finance Update

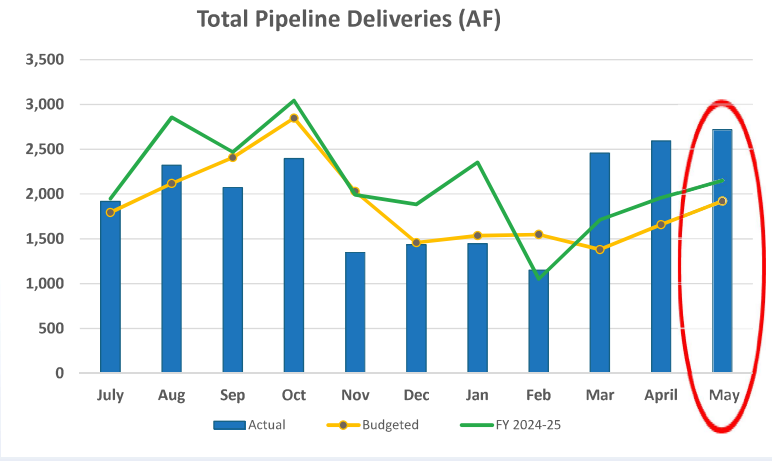


Brian H. Zahn
Chief Financial Officer

May 2026 Pipeline

	Actual AF	Budget AF	Variance AF	Actual $
OH	720	1080	360	$932K
PTP	698	560	138	$312K
PV	1,298	280	1017	$464K

Year-to-date deliveries are 6% above budget (FY25-26: 21,846 AF) and 7% below prior year (FY24-25: 23,421 AF).



Finance Department



- FY2025-26 Interim Audit complete
- Ventura Energy base contract finalized
- Adopted budget online and print version distributed
- FY2026-27 budget being loaded into Incode
- Finance staff role and responsibilities rotation



Administrative Update

Josh Perez
Chief Human Resources Officer

Human Resources

- District of Distinction presented and will also be presented at annual CSDA conference
- Onboarded Senior Hydrogeologist who will be introduced at the next Board meeting
- No remaining FY2025-2026 vacancies exist although two were created with budget approval of the FY2026-2027 budget
    - Water Resources Technician and Facilities Maintenance Worker II
- Handled all the documentation regarding promotions
- Completed all year end paperwork associated with cost-of-living adjustments and staff rental agreement renewals



CSDA Representatives Award Presentation to UWCD at Board of Directors meeting June 10, 2026

Risk Management

- Attended California Disaster Assistance Action (CDAA) applicant briefing with Senior Park Ranger at County EOC for disaster recovery funding for recent storms
- Supported Engineering Department with annual SFD Emergency Action Plan call-down drill and radio drill
- Coordinated with O&M on Cal/OSHA document request following inspection
- Supported Executive Management with identifying Managed Security Services Provider on enhancing cyber security capabilities across IT/OT networks

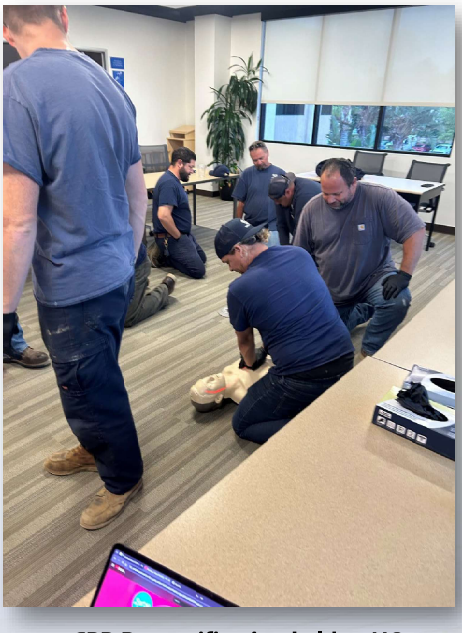


Senior Park Ranger Bernie Riedel Ventura County EOC June 18, 2026

Risk Management (continued)

- Conducted annual Heat Illness Prevention Training at monthly safety meeting
- Re-certified O&M Saticoy and SFD staff on CPR/AED/First Aid





CPR Re-certification held at HQs
June 17, 2026

Technology Systems

- Resolved complex communications as a result of an Edison power disruption with the support and assistance of Control Systems staff in the field
- Delivered training sessions for HQ staff on proper SCADA access protocols, including onboarding for new users and refresher sessions for existing staff
- Developed an internal software solution supporting the Extraction Barrier and Brackish Water Project
- Provided approximately 19.5 hours of technical support for Boardroom and chambers meetings representing roughly 11% of available staff work time over the past 30 days



Resolution Authorizing and Delegating Authority to the General Manager to Execute State Water Project Purchase Agreements During Calendar Year 2026 up to a Combined Total Expenditure of $1 million

July 8, 2026

United Water
CONSERVATION DISTRICT

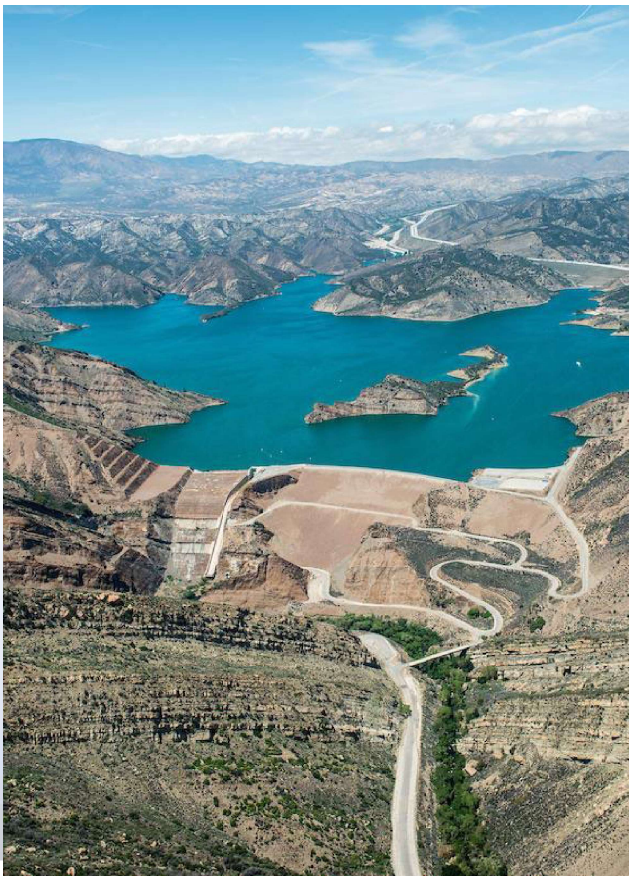
2026 SWP Purchases

- Current Available = 4,703 AF
  - 1,035 AF carryover
  - 2,250 AF Casitas Transfer
  - 1,418 AF Table A
- Strategic Plan = 8,000 AF/Year
- Working on 500 AF transfer with SLOCFCWCD (pilot)
- May pursue additional transfers
- Target = up to 1,775 AF @ 200-250 $/AF
- Variance for Pyramid FERC License approved for 2026



Additional Work Needed

- Finalize terms of Transfer Agreement
- Prepare and execute SWP Transfer Agreement(s)
- VCWPD Art. 56(g) compliance statement
- DWR approval of SWP Transfer
- Resolution will expedite approvals by UWCD



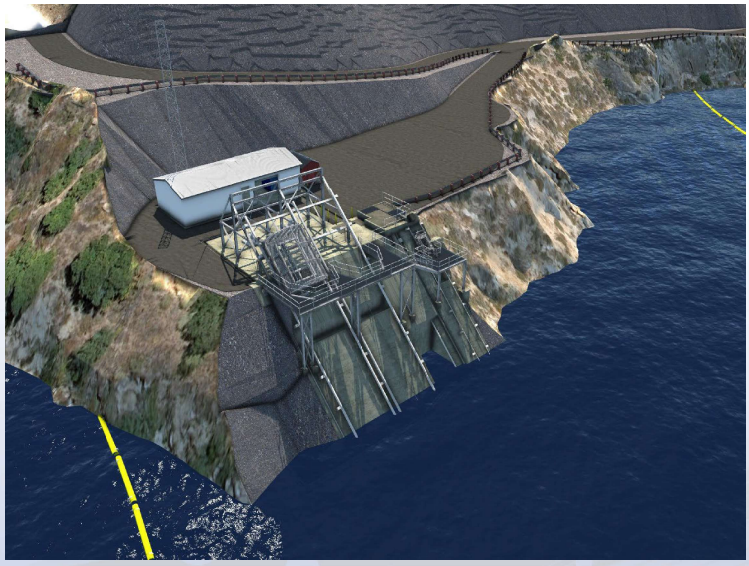
Resolution

Adopt Resolution Authorizing and Delegating Authority to the General Manager to Execute State Water Project Purchase Agreements During Calendar Year 2026 up to a Combined Total Expenditure of $1 million



Motion Item 5.5

Authorize Amendment No. 2 to the Professional Consulting Services Agreement with GEI Consultants, Inc. for Bid Document Preparation and Bid Phase Support Services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002)



Motion Item 5.5

Authorize Amendment No. 2 to the Professional Consulting Services Agreement with GEI Consultants, Inc. for Bid Document Preparation and Bid Phase Support Services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002)

PCSA Amendment No.2 – Cost Breakdown Per Task

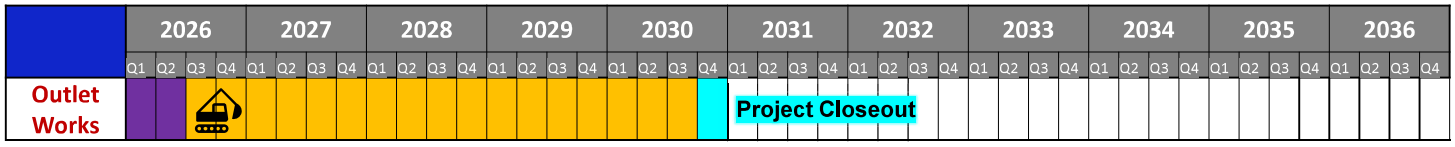
Proposed Tasks	Proposed Fee (GEI 2025 Rates)
1. Advertise for Bid Specifications	$149,264
2. Advertise for Bid Drawings	$71,490
3. Finalize Design Documentation	$128,148
4. Groundwater Infiltration Data Explorations and Well Installations	$399,722
5. Evaluation of Existing Outlet Works System Interim Improvements	$279,472
6. Evaluation of Reservoir Storage Capacity Restoration	$74,760
7. Additional Technical Support	$460,858
8. Optional and Contingency Services	$91,676
Total	**$1,655,390**

Summary of Agreement and Amendments

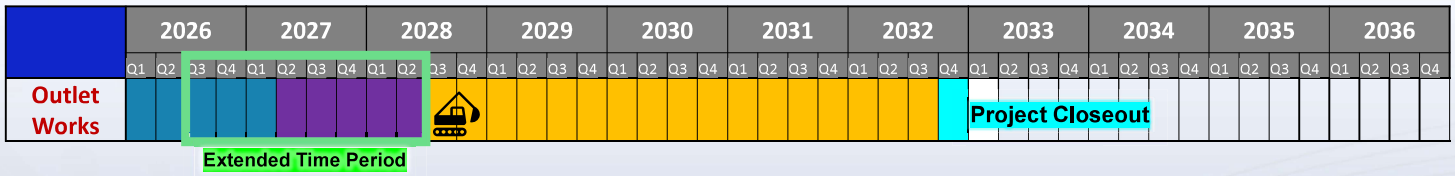
Contracts and Amendments	Proposed Fee
Original Agreement (July 9, 2025)	$1,295,214
Amendment No.1 (May 11, 2026)	$119,820
Proposed Amendment No. 2 (Tentatively July 8, 2026)	**$1,655,390**
Total	**$3,070,424**

Updated Project Schedule

Previous Schedule – E-filed with FERC in May 2025 – FERC Accepted



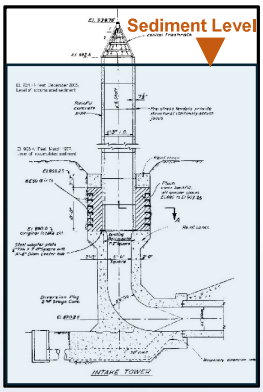
Proposed Schedule – E-filed with FERC in March 2026 - Pending FERC Acceptance



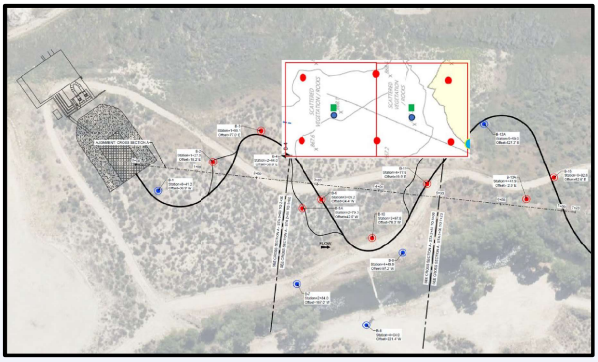
Key Completion Milestone

Env. Permitting | Design | Bid Preparation | Bid/Award Phase | Construction | Project Closeout

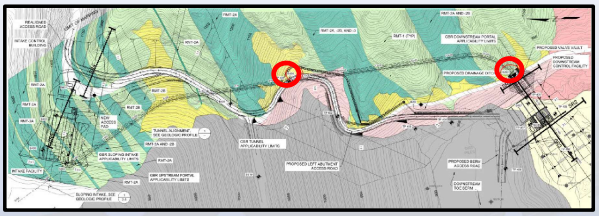
Amendment No. 2 – Key SOW Items



- Evaluation of Existing OW System and Reservoir Storage Restoration
$354,232



- Additional GW Monitoring Well Field Exploration Program
$399,722



- Grant Support Services
- FERC/DSOD Compliance
- SCE Interconnection
- CEQA Addendum Support
- Quality Control and Inspection Program Support
- Soils and Groundwater Management Plan Support

- Additional Technical Support
$460,858

Motion Item 5.5

Authorize Amendment No. 2 to the Professional Consulting Services Agreement with GEI Consultants, Inc. for Bid Document Preparation and Bid Phase Support Services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002)

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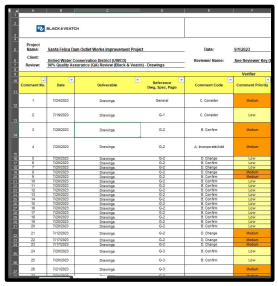
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Total	**$3,070,424**

Motion Item 5.6

Authorize Amendment No. 3 to the Professional Consulting Services Agreement with Black and Veatch Corporation for construction management and inspection services, and preconstruction services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002)

	Fiscal Year	Amendment Amount
Original Agreement	2023/24	$1,498,623
Amendment No. 1	2024/25	$1,780,888
Amendment No. 2	2025/26	$0
Amendment No. 3	**2026/27**	**$840,000**
	Total to Date:	$4,119,551
	Remaining:	$10,481,676

Preconstruction Services to Date



Constructability and Design Review – 1,200+ Comments Provided



Design PFMA Workshop – 2024



RESOLUTION NO. 2025-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF UNITED WATER CONSERVATION DISTRICT ADOPTING THE UPDATED ENGINEERING PROJECTS ADMINISTRATION POLICY

WHEREAS, the Board of Directors of United Water Conservation District has the authority to establish and revise the District's policies; and

WHEREAS, United Water Conservation District staff recommends the adoption of updated policies to remain consistent with District management and practices.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT the Board of Directors of United Water Conservation District hereby approves the following proposed changes to the financial policies listed below as set forth in the attached redlines to this Resolution:

- Engineering Projects Administration Policy

BE IT RESOLVED that the proposed changes shall take effect immediately upon the adoption of this resolution.

The foregoing Resolution was adopted by the Board of Directors of United Water Conservation District on April 8, 2025, by the following vote:

Ayes: Board members Font, Hasan, Huber, Jones, Keeling, Kimball, and Mauthardt
Noes: None
Absent: None

ATTEST: Lynn Maulhardt, Treasurer

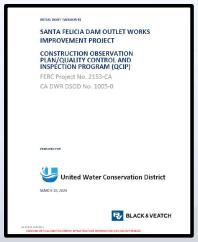
ATTEST: Gordon Kimball, Secretary-Treasurer

Attachment A: Engineering Projects Administration Policy

Development of Best Value Selection Procurement Process

- 2025 FEMA HMGP $17.4M Sub application
- 2026 FEMA BRIC $20M Sub application

Grant Support Services



SANTA FELICIA DAM OUTLET WORKS IMPROVEMENT PROJECT

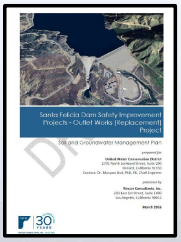
CONSTRUCTION OBSERVATION PLAN/QUALITY CONTROL AND INSPECTION PROGRAM (CIP)

FERC Project No. 2153-CA
CA DWR DSOD No. 1005-0

United Water Conservation District

BLACK & VEATCH

Quality Control and Inspection Program



Santa Felicia Dam Safety Improvement Projects – Outlet Works (Replacement) Project

Soil and Groundwater Management Plan

Soils and GW Management Plan

Motion Item 5.6

Amendment No. 3 - Cost Breakdown Per Task

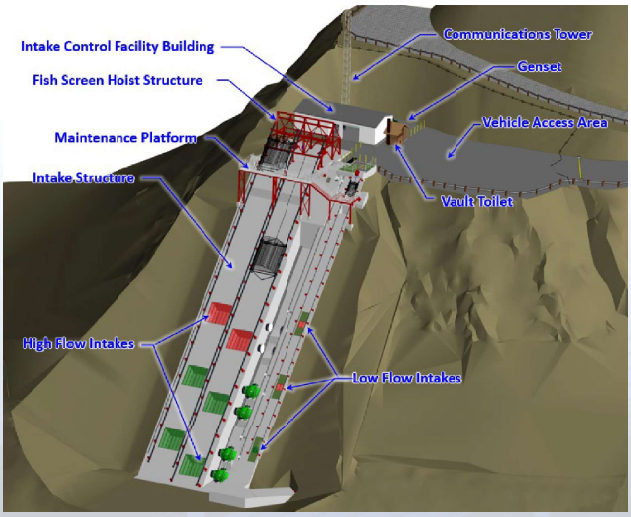
Proposed Tasks	Proposed Fee
1. Project Management	$64,000
2. Pre-Construction, Owner's Engineer Reviews, Contract Documents, Prequal and Bid/Award, Construction Management Plan	$400,700
3. Quality Control and Inspection Plan	$34,700
4. Construction Administration	$29,100
5. Safety Management	$26,200
6. Claims Management	$16,800
7. Environmental Support – water quality testing for contract documents	$233,500
8. Grant/Loan Support	$35,000
Total	**$840,000**

Motion Item 5.6

Staff Recommendation:

Authorize Amendment No. 3 to the Professional Consulting Services Agreement with Black and Veatch Corporation for construction management and inspection services, and preconstruction services for the Santa Felicia Dam Outlet Works Improvement Project (CIP 8002)

Questions?



Motion Item 5.7

B. Water System Reliability

Authorize the General Manager to Execute Change Order No. 1 to the Purchase Order – Contractor Work Agreement with Ghazal Construction, Inc. ("Ghazal") for the Repair of the Lake Piru Recreation Area Lower Olive Grove Restroom

Key Dates:

- ✓ Hazardous Materials Survey – January 13
- ✓ Drain Video Inspections – January 23
- ✓ Request for Bids – February 5
- ✓ Contractor Site Visits – February 13-18
- ✓ Bids Received – February 26
- ✓ Ghazal Agreement Executed – March 17
- ✓ Plumbing Permit Obtained – April 6
- ✓ Repairs Began – April 13
- ✓ Project Completion – June 5
- ✓ Notice of Completion Recorded – June 15

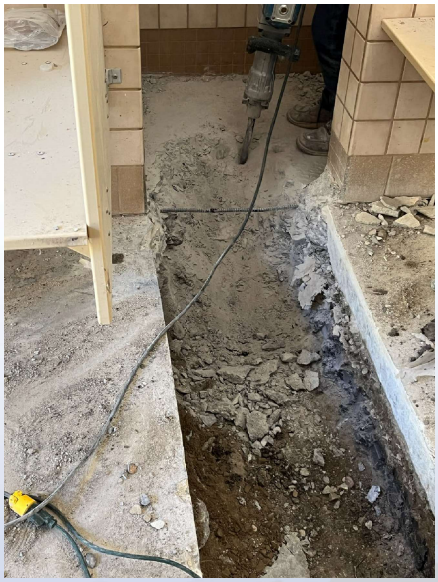


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Motion Item 5.7

B. Water System Reliability

Authorize the General Manager to Execute Change Order No. 1 to the Purchase Order – Contractor Work Agreement with Ghazal Construction, Inc. for the Repair of the Lake Piru Recreation Area Lower Olive Grove Restroom



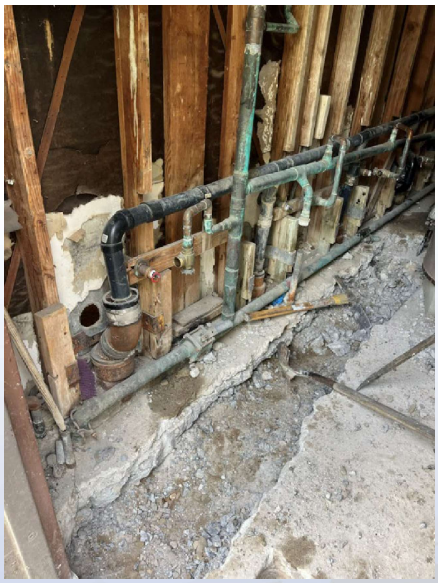


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Motion Item 5.7

Authorize the General Manager to Execute Change Order No. 1 to the Purchase Order – Contractor Work Agreement with Ghazal Construction, Inc. for the Repair of the Lake Piru Recreation Area Lower Olive Grove Restroom

B. Water System Reliability

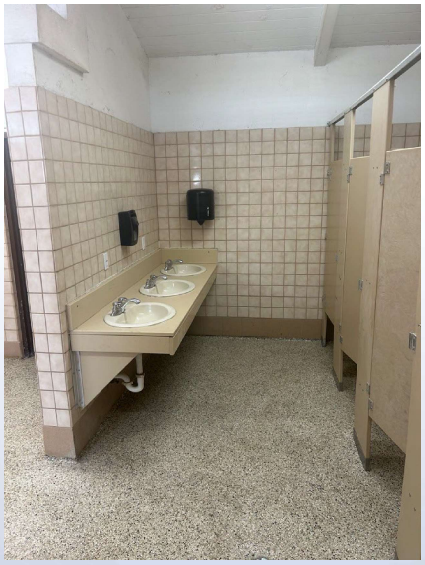


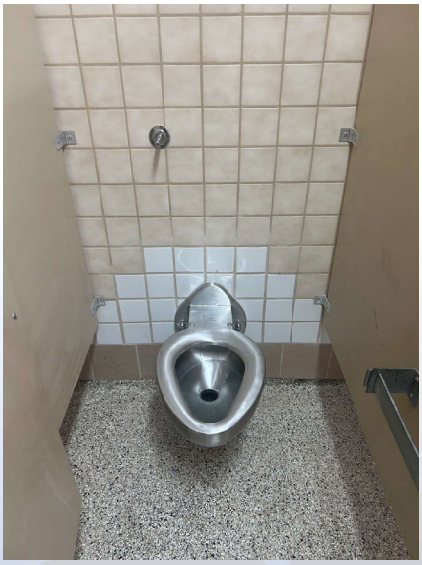


Motion Item 5.7

Authorize the General Manager to Execute Change Order No. 1 to the Purchase Order – Contractor Work Agreement with Ghazal Construction, Inc. for the Repair of the Lake Piru Recreation Area Lower Olive Grove Restroom

B. Water System Reliability







Motion Item 5.7

Authorize the General Manager to Execute Change Order No. 1 to the Purchase Order – Contractor Work Agreement with Ghazal Construction, Inc. for the Repair of the Lake Piru Recreation Area Lower Olive Grove Restroom

Item No.	Description	Item Cost
1	Concrete Removal	$28,000
2	Electrical Work (new value-added scope)	$8,500
3	Work on potable water system (new value-added scope)	$20,700
4	Additional concrete preparation (unforeseen site conditions)	$16,000
5	OT authorization to maintain schedule	$7,400
6	Credit related to reduced scope and value engineering	($1,000)
	Change Order Total	**$79,600**
	Original Agreement Total	**$234,080**
	Revised Agreement Total	**$313,680**

United Water CONSERVATION DISTRICT

Board of Directors
Lynn Maulhardt, President
Catherine Keeling, Vice President
Gordon Kimball, Secretary/Treasurer
Keith Ford
Mohammed Hasan
Steve Huber
Rachel Jones

General Manager
Mauricio Guardado

Legal Counsel
David D. Boyer

MINUTES
SPECIAL BOARD MEETING

Thursday, September 3, 2026, 11:00 a.m.
UWCD Headquarters, First Floor, Board Room
1701 N. Lombard Street, Oxnard, CA 93030

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

ROLL CALL

Present: Directors Ford, Hasan, Keeling, and Kimball

Absent: Huber, Jones, and Maulhardt

1. FIRST OPEN SESSION 11:05 A.M.

1.1 Pledge of Allegiance: Director Keeling

1.2 Public Comment: None

2. EXECUTIVE CLOSED SESSION 11:07 A.M.

2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property/Properties:

APN 016-020-0050
APN 016-020-0080
APN 016-021-0040
A portion of APN 016-021-0020 (62.5 acres)

A total of 1354.5 acres

Agency Negotiators: United Water Conservation District; District Real Property Negotiators: Mauricio Guardado, General Manager and Maryam Bral, Assistant General Manager

Negotiating Parties: United Water Conservation District and Rancho Temescal.

Under Negotiation: Instruction to Negotiators will concern both price and terms of payment.

3. SECOND OPEN SESSION 11:49 A.M.

3.1 Oral Report Regarding Executive (Closed) Session

Information Item

General Manager, Mauricio Guardado reported out for District Legal Counsel. .

4. ADJOURNMENT

The meeting was adjourned at 11:50 a.m.

I certify that the above is a true and correct copy of the minutes of the UWCD Board of Directors meeting of September 3, 2026.

ATTEST: _____

Gordon Kimball, Board Secretary

ATTEST: _____

Tara Acosta, Clerk of the Board

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Maryam Bral, Assistant General Manager
Bram Sercu, Water Resources Supervisor

From: Kathleen Kuepper, Hydrogeologist
Luke Bryden, Associate Hydrologist

Date: **August 20, 2026 (September 9, 2026, meeting)**

Agenda Item: **3.2 Hydrologic Conditions Monthly Report**
Informational Item

Staff Recommendation:

The Board will receive and file the Monthly Hydrologic Conditions Report for the District for the month of July 2026.

Summary:

Diversions, Recharge and Ag Pipeline Deliveries for Month of July 2026*

Activity	Amount (acre-feet)
Total Diversions at Freeman Diversion	3,150
Lloyd-Butler Mutual Water Company surface water use	NA
Recharge to Saticoy basins (metered + unmetered)	214
Recharge to Noble and Rose basins	24
Recharge to El Rio basins	1,718
Total Ag Pipeline Deliveries of water diverted at Freeman	1,187
Total Ag Pipeline Deliveries of water pumped from Saticoy Well Field	130
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 July 2026

Basin	Available Storage (acre-feet)
Oxnard Forebay	9,700

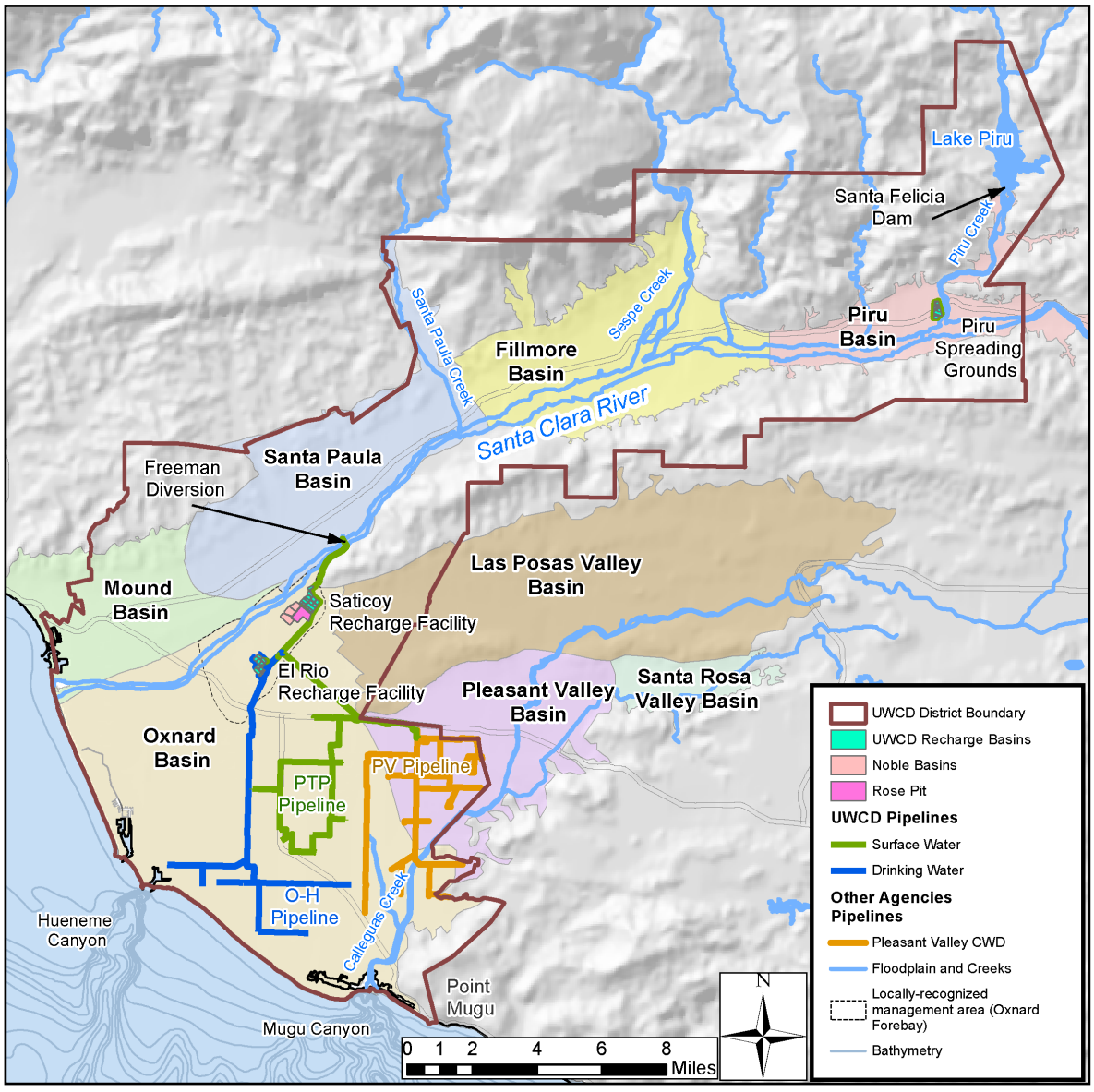
Precipitation for Month of July 2026

Location	Precipitation (inches)
Lake Piru	0.00
Santa Paula	0.00
El Rio	0.00

United Water CONSERVATION DISTRICT

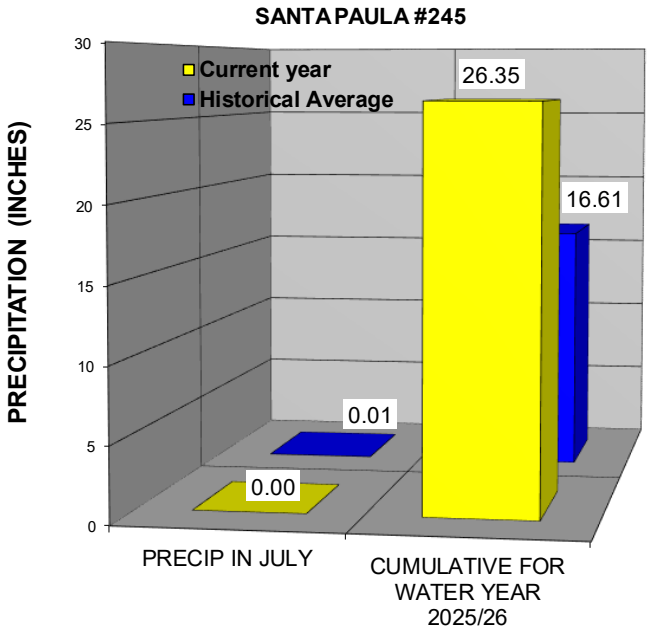
July 2026 Hydrologic Conditions Report
2025/26 Water Year

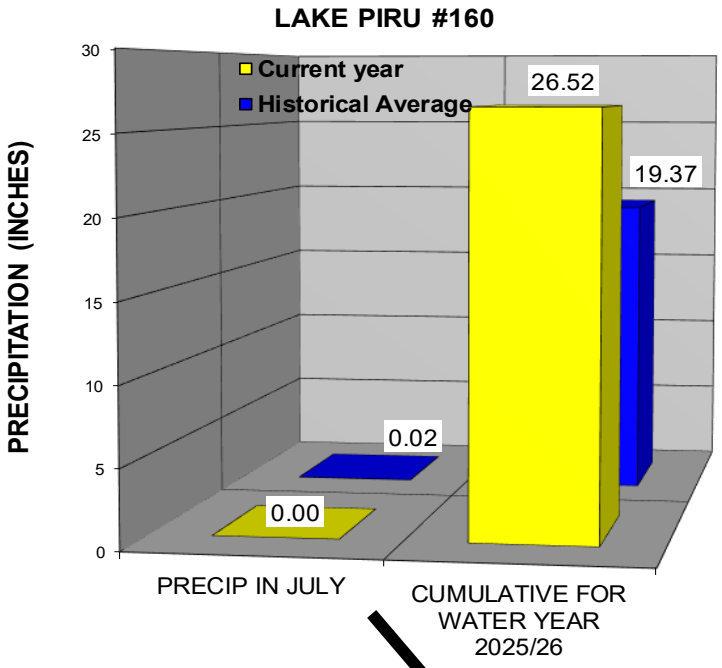
August 20, 2026

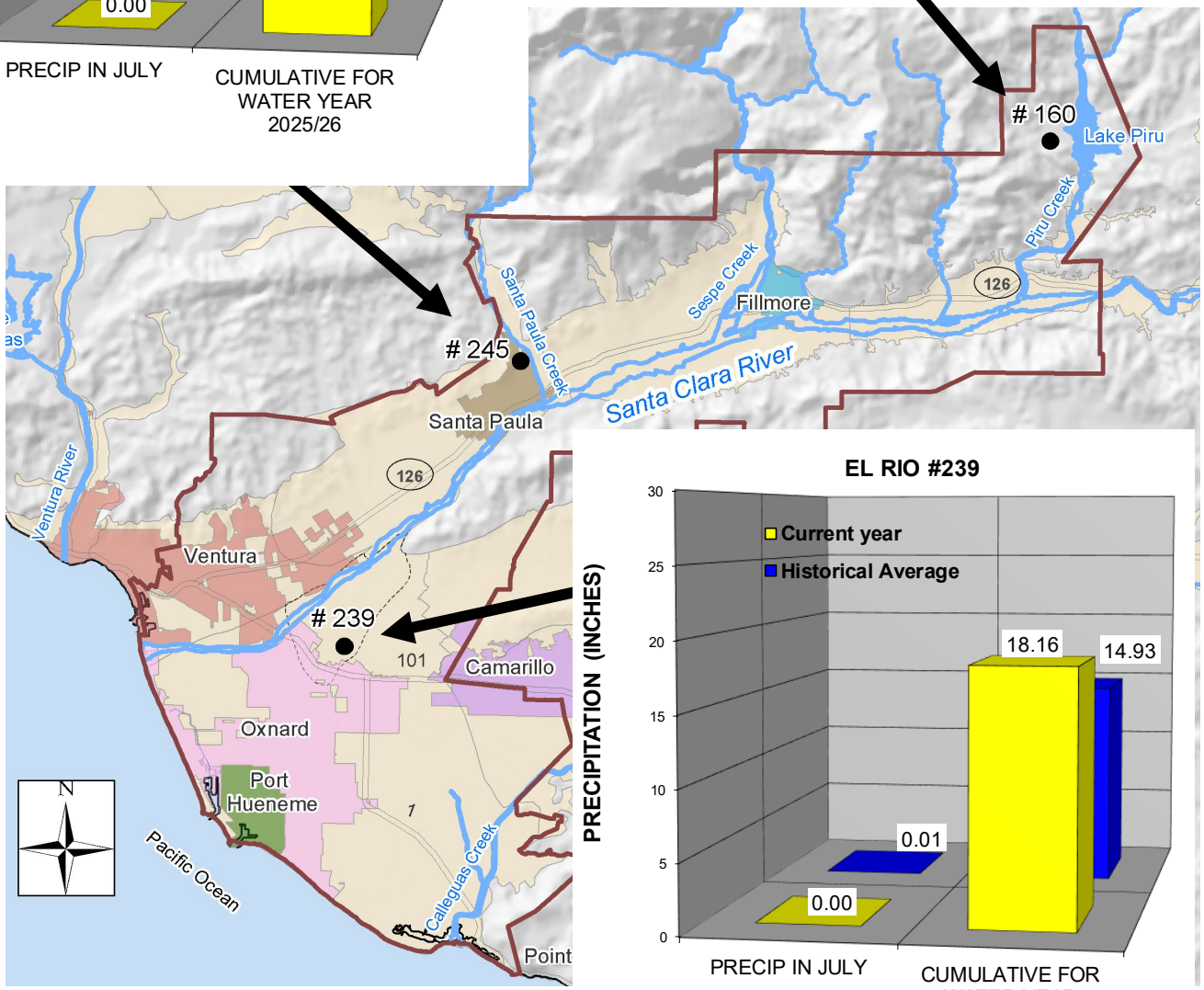


Note: This report may contain provisional data until final review at the end of the water year.

Precipitation

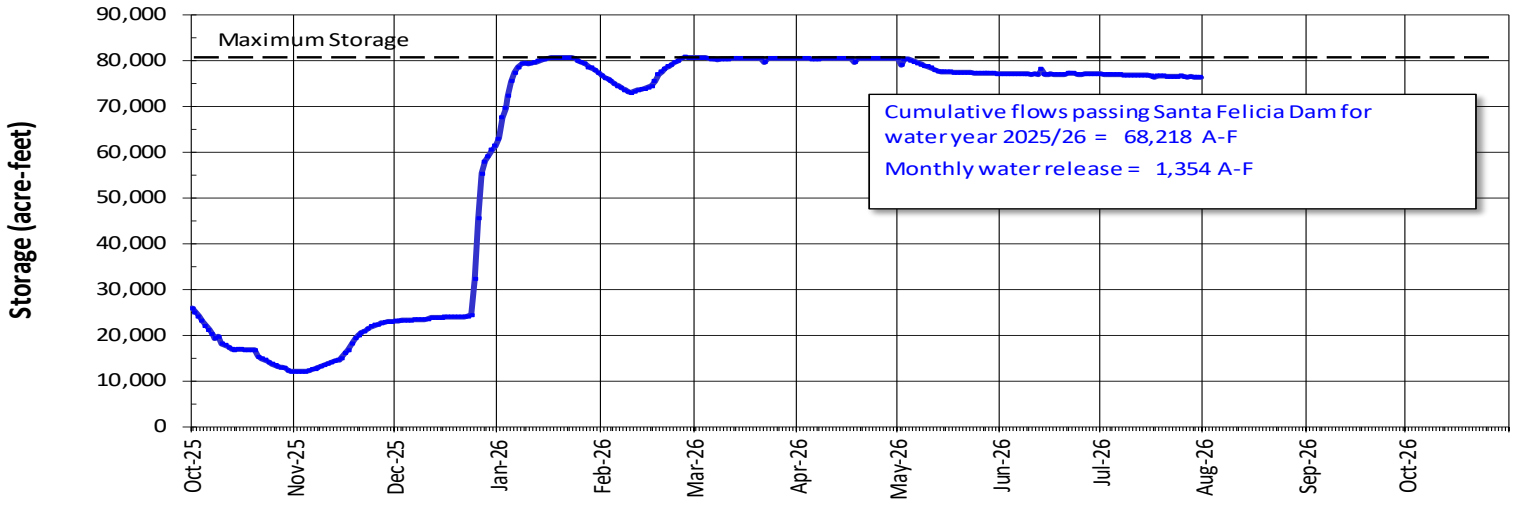






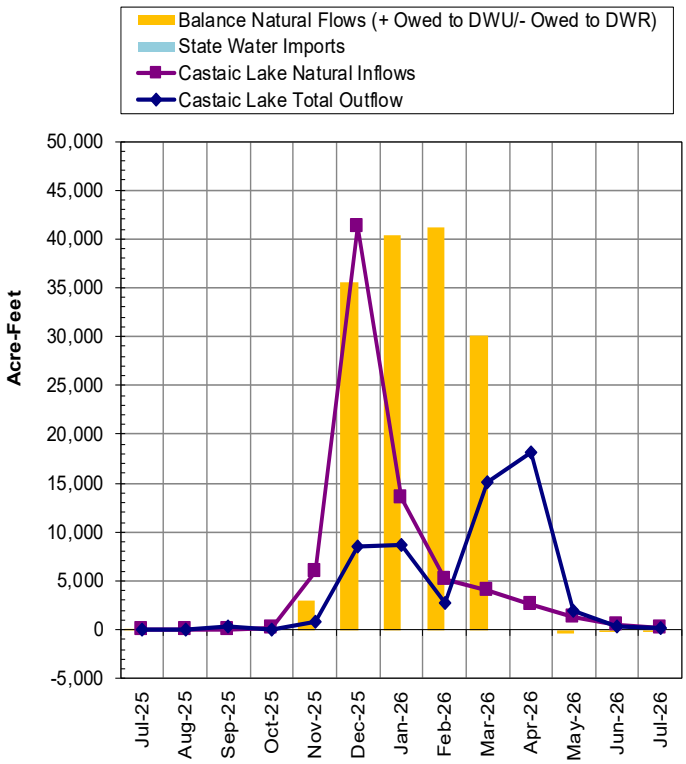
District-wide percent of normal precipitation = 140

Lake Piru Storage and Outflow

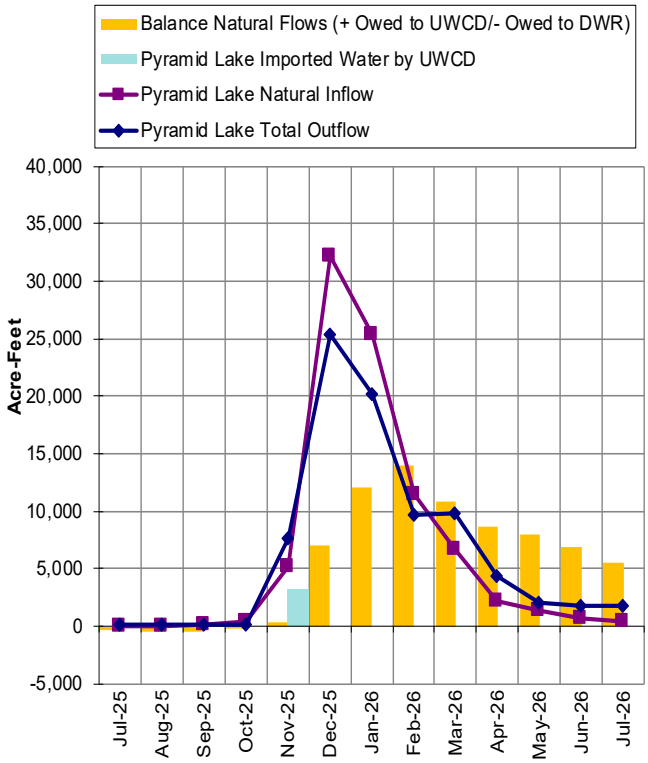


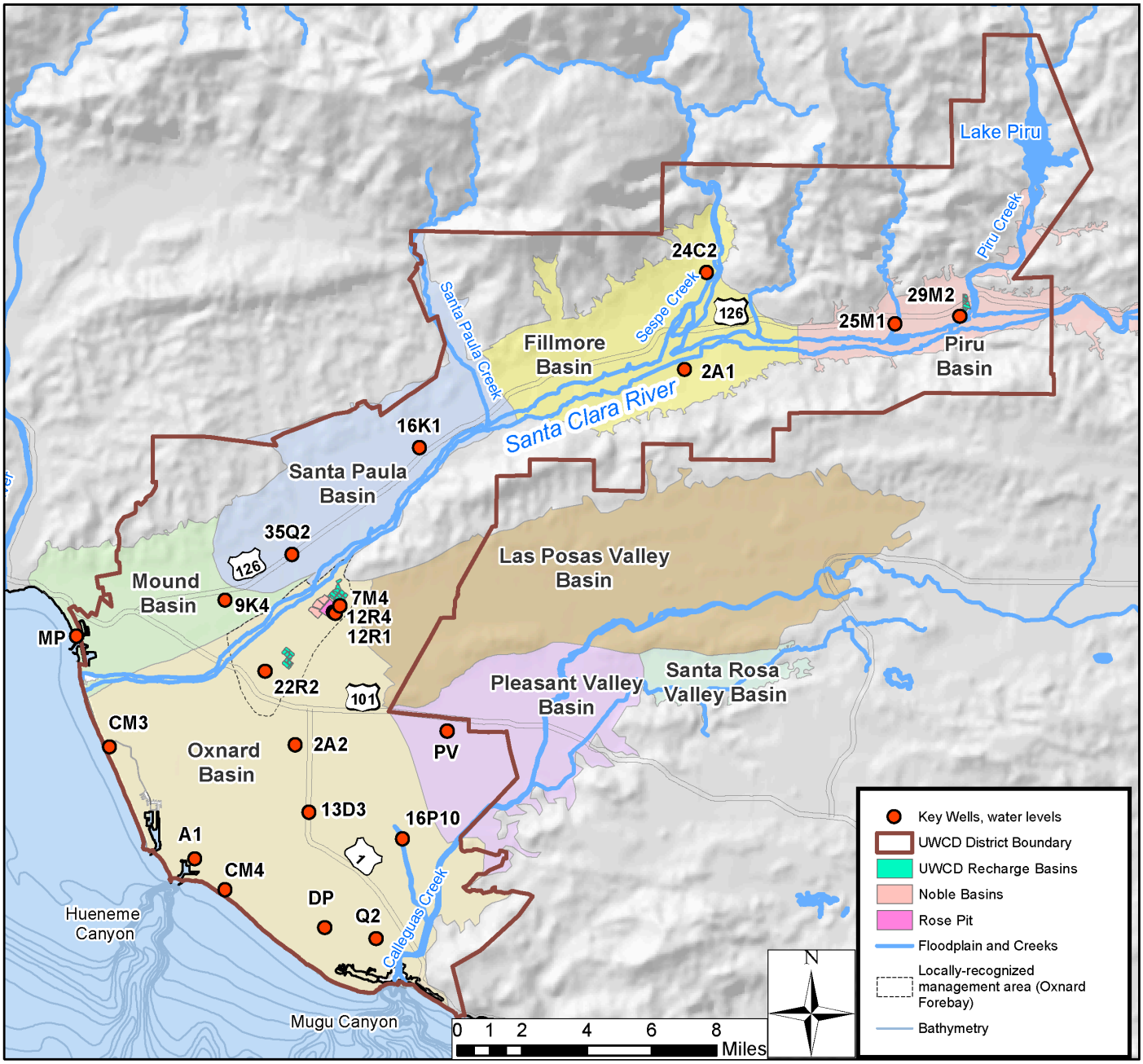
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Hydro Plant Outflow (Acre-Feet)	0	0	0	0	0	0	0	0	0	0		
Cumulative Hydro Plant Outflow (A-F)	0	0	0	0	0	0	0	0	0	0		

Castaic Lake releases to downstream water users (DWU)



Pyramid Lake releases to UWCD

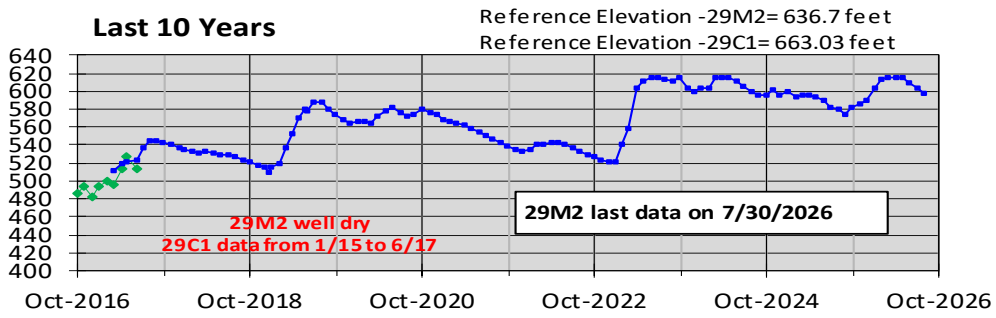


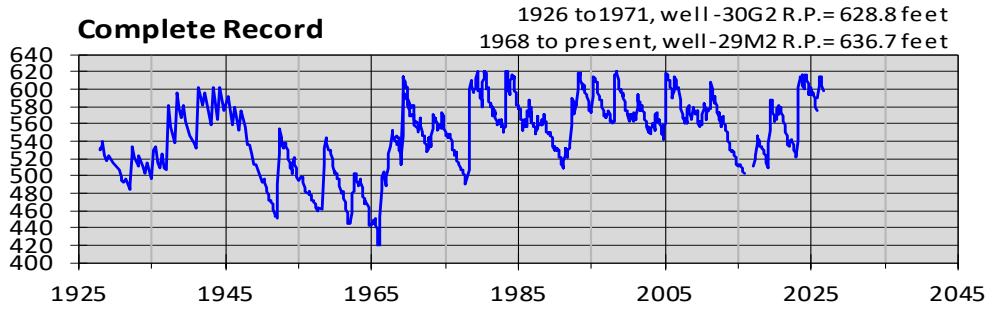


Locations of Key Wells, Monthly Groundwater Elevation Monitoring

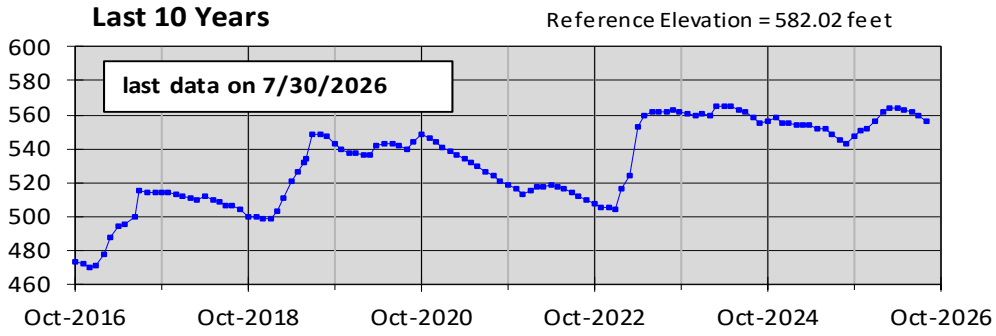
Groundwater Elevation Records – Piru Basin

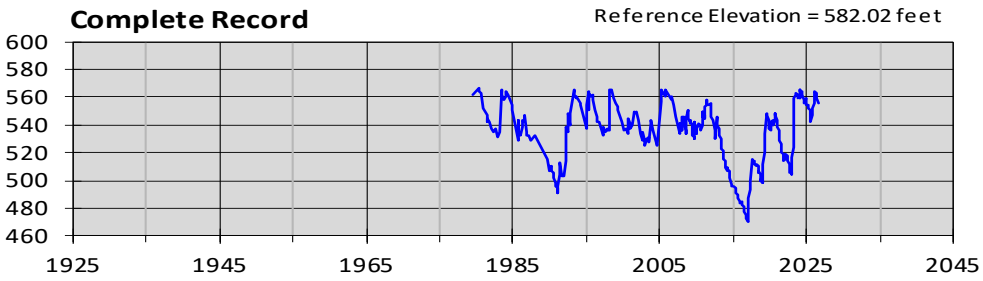
Well 04N18W29M02S (29M2)





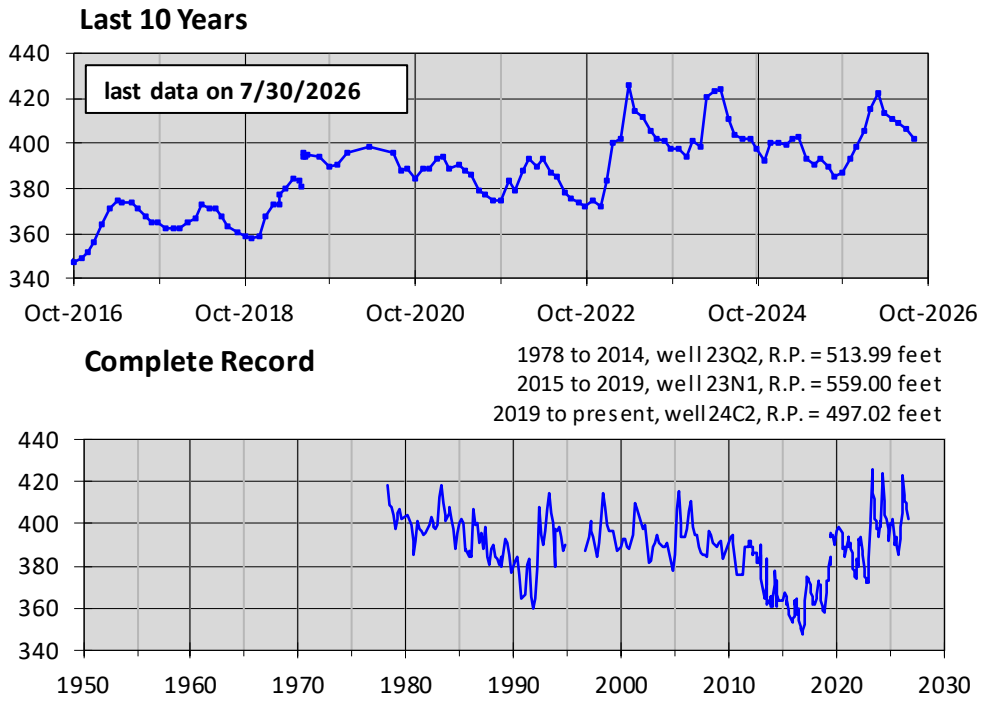
Well 04N19W25M01S (25M1)



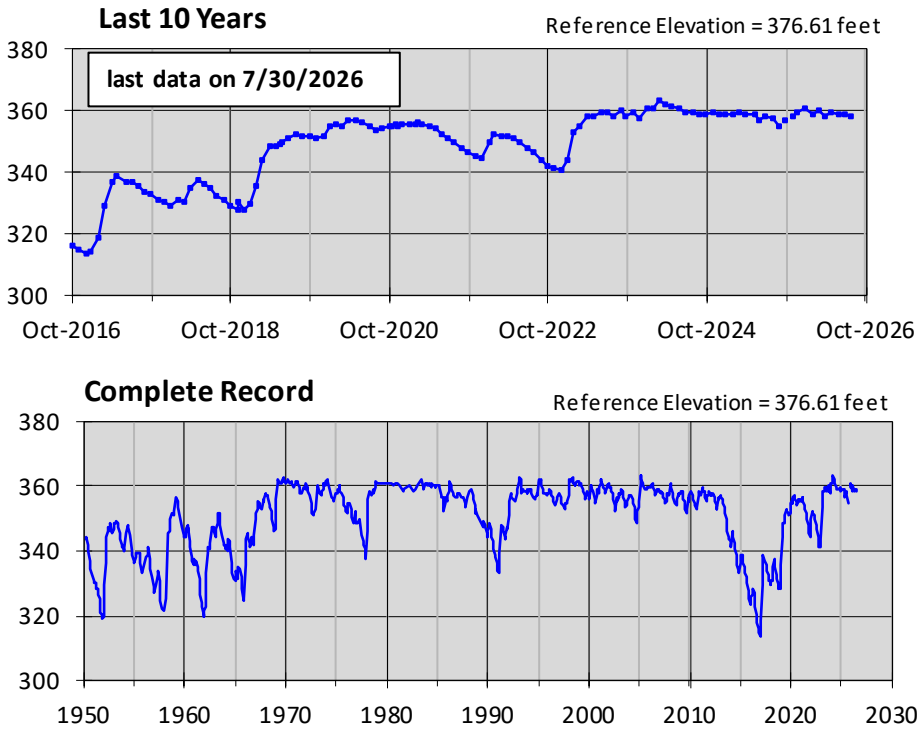


Groundwater Elevation Records – Fillmore Basin

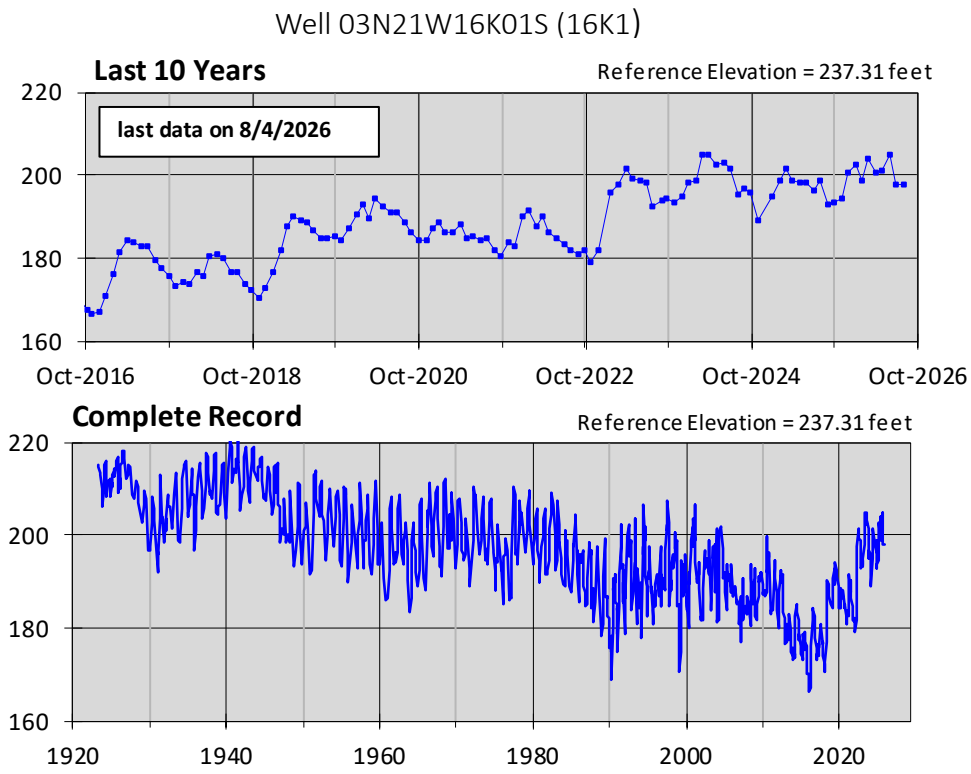
Well 04N20W24C02S (24C2)



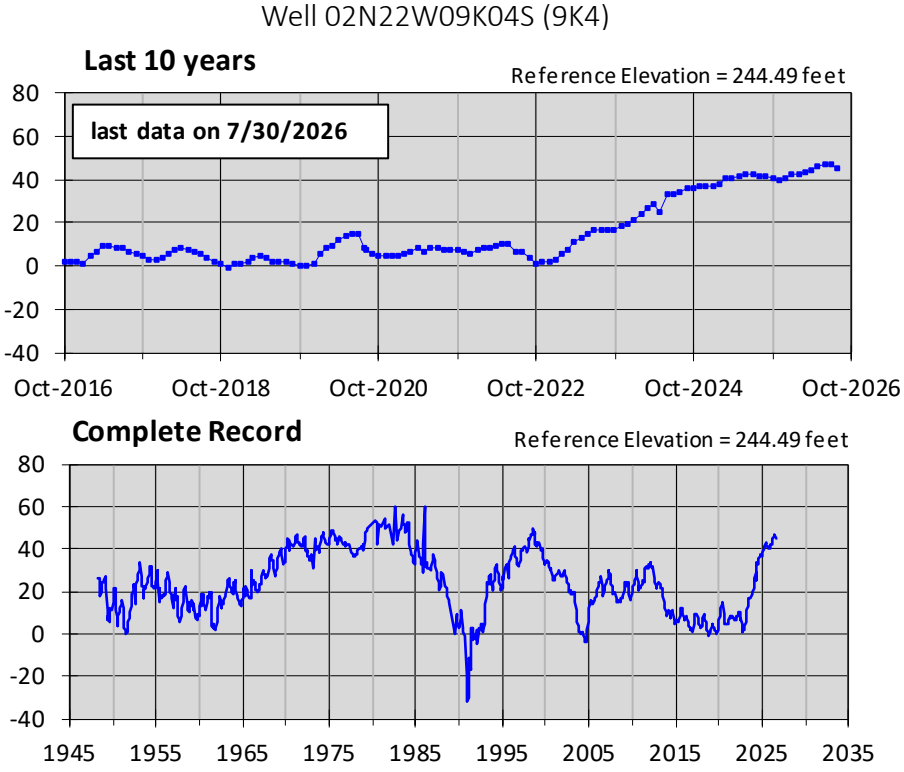
Well 03N20W02A01S (2A1)



Groundwater Elevation Records – Santa Paula Basin



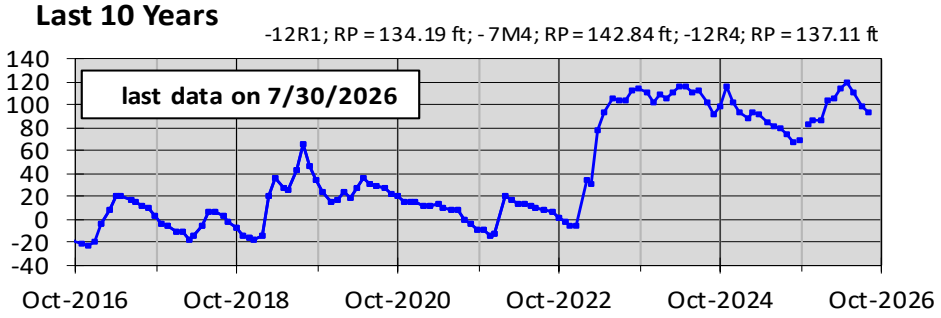
Groundwater Elevation Records – Mound Basin



Groundwater Elevation Records – Oxnard Basin, Forebay

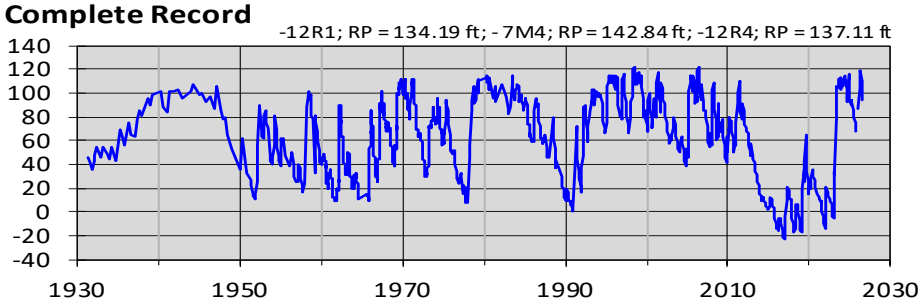
Wells 02N22W12R01S (12R1), 02N22W12R04S (12R4), and 02N21W07M04S (7M4)

Last 10 Years



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.

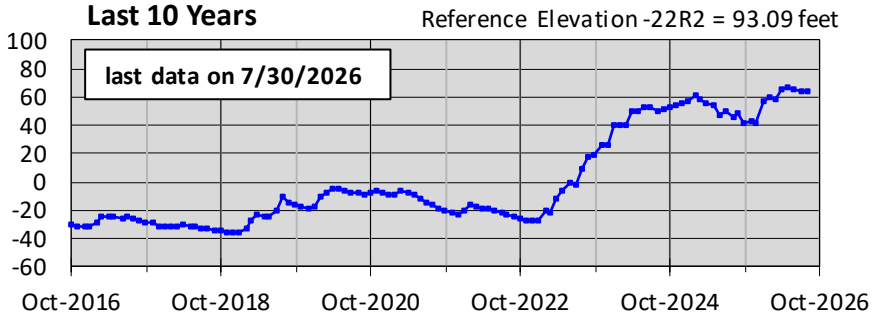
Complete Record



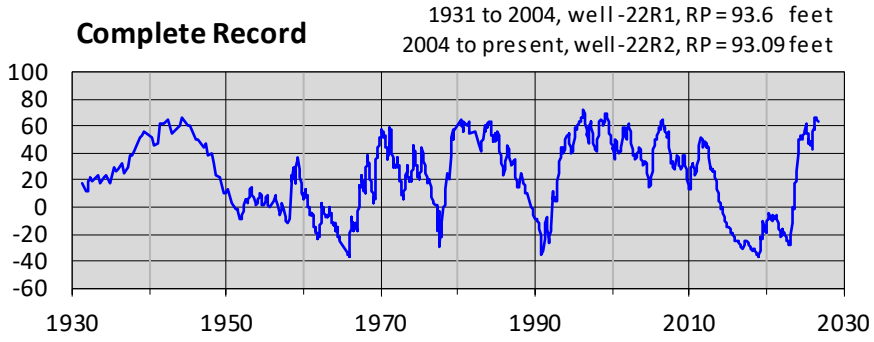
Note: Well 12R1 was destroyed in 2014 and replaced with well 12R4. When well 12R4 goes dry at approximately 9 ft msl, well 7M4 is used to measure groundwater level.

Well 02N22W22R02S (22R2)

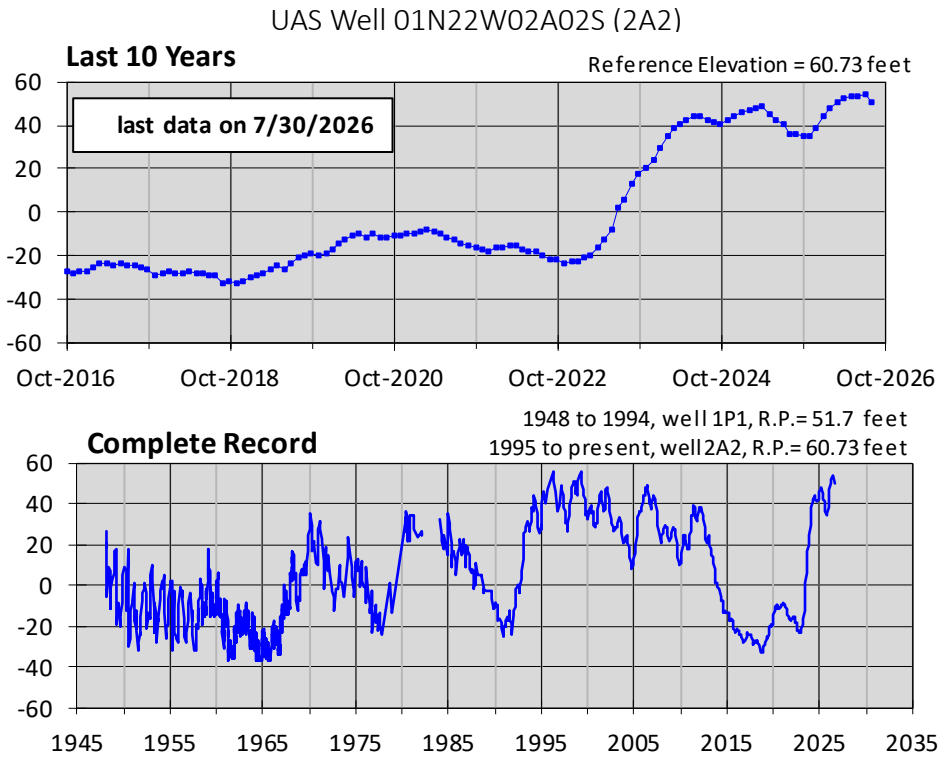
Last 10 Years

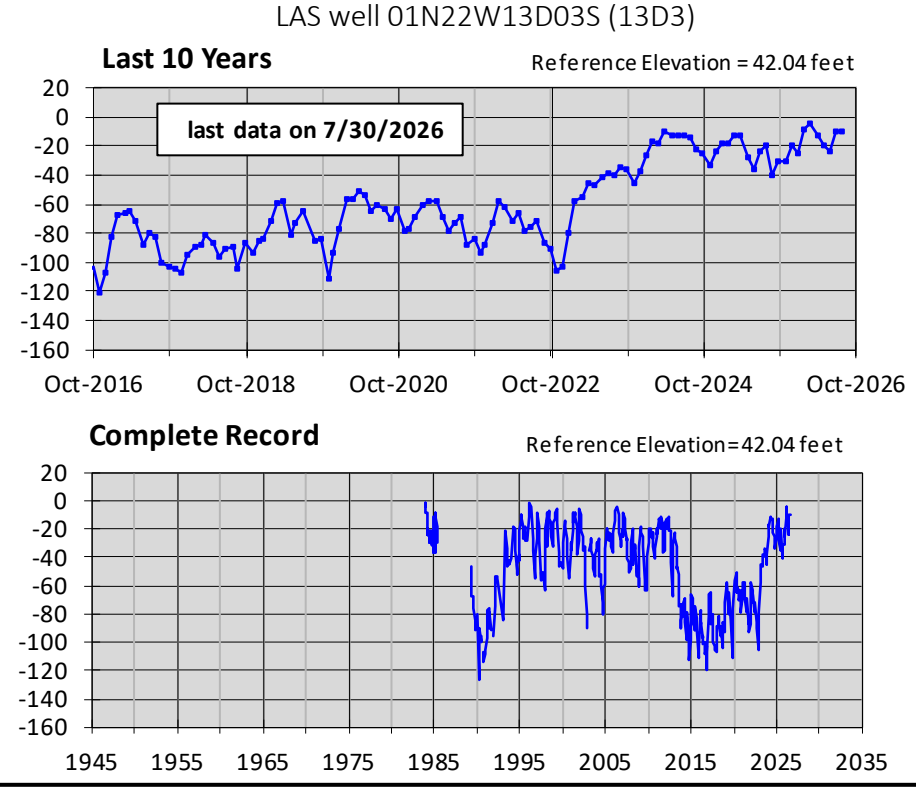


Complete Record

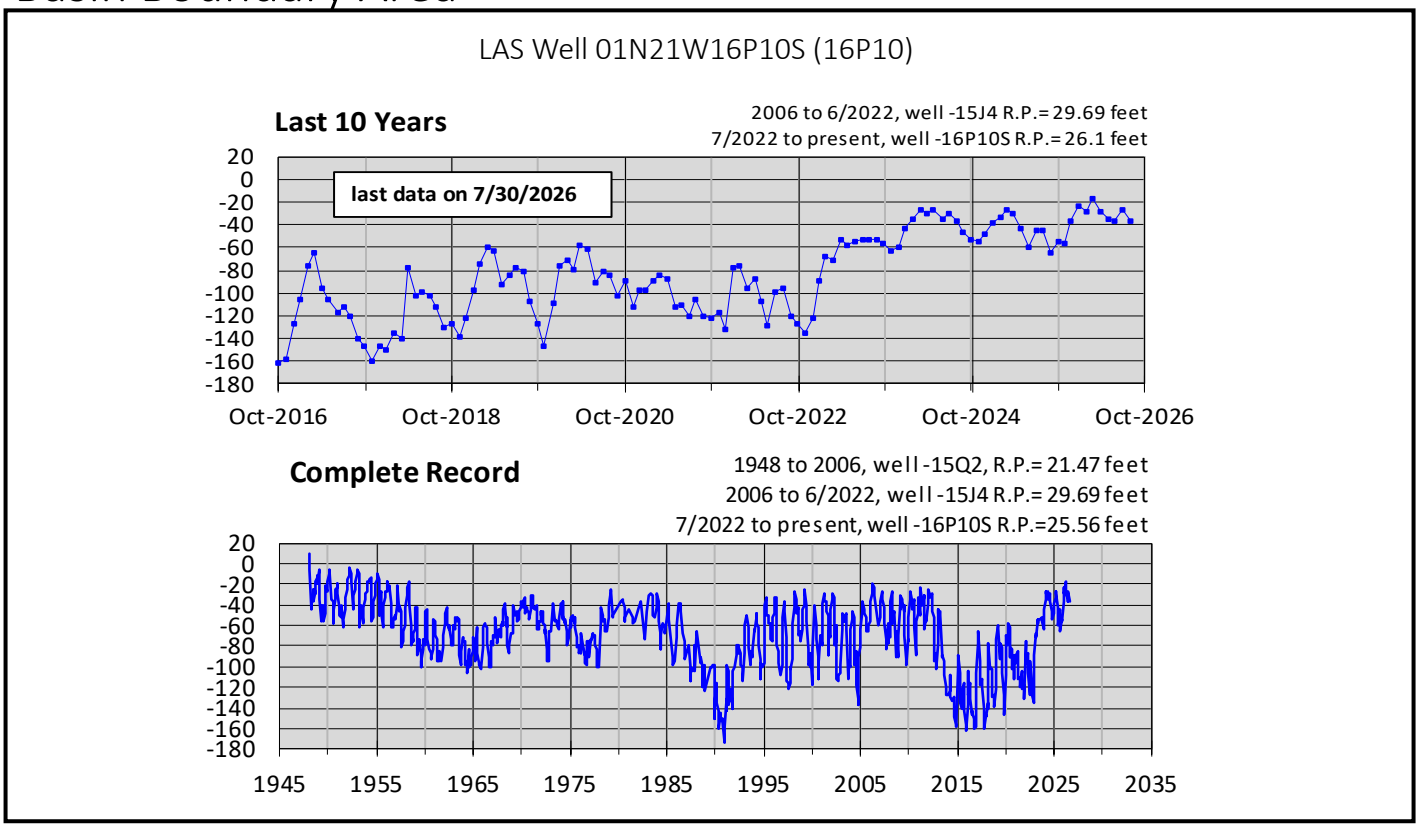


Groundwater Elevation Records – Oxnard Basin

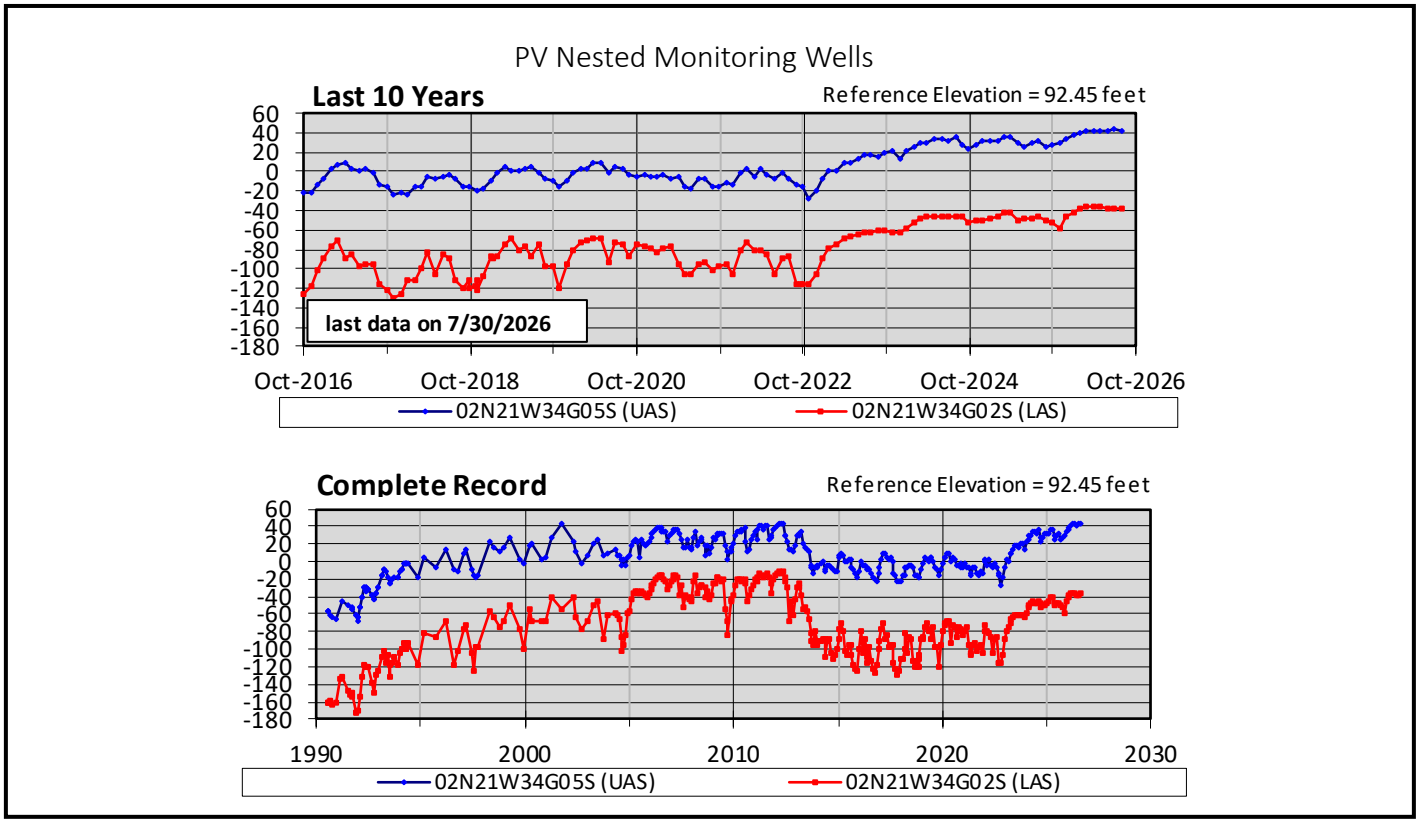




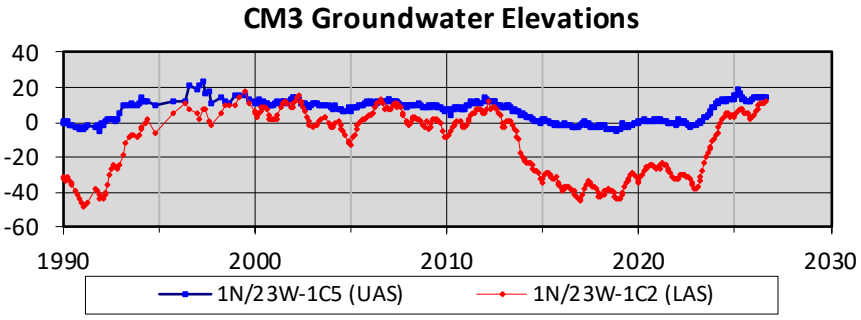
Groundwater Elevation Records – eastern Oxnard/Pleasant Valley Basin Boundary Area

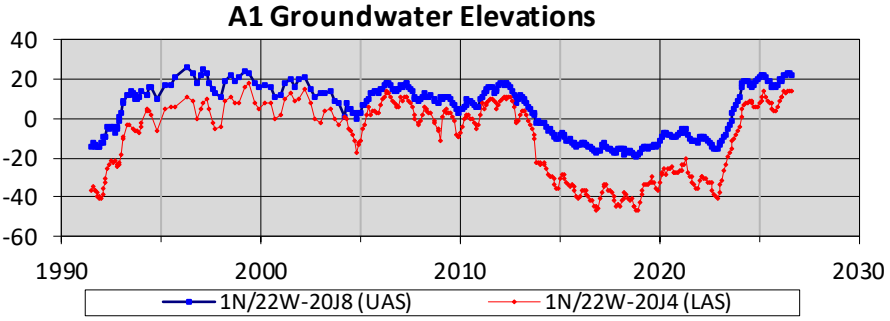


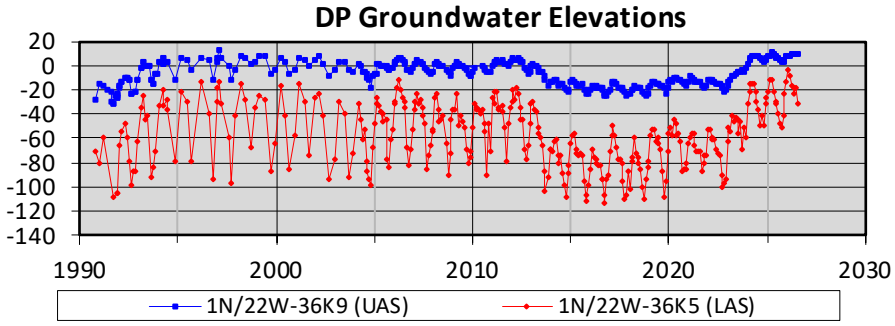
Groundwater Elevation Records – Pleasant Valley Basin

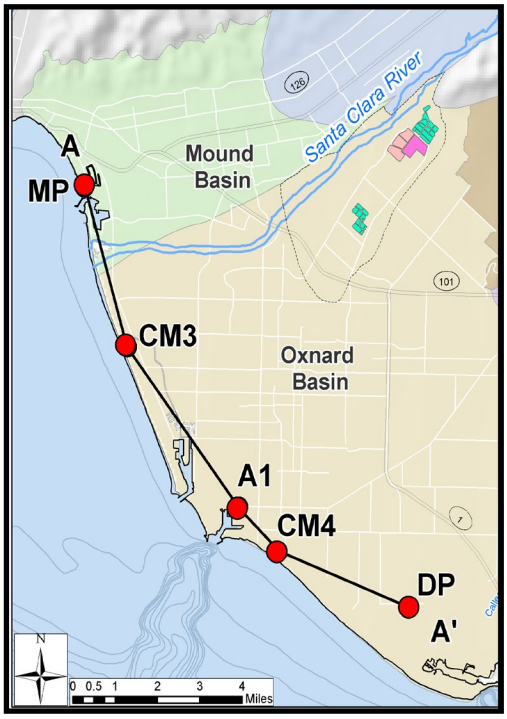


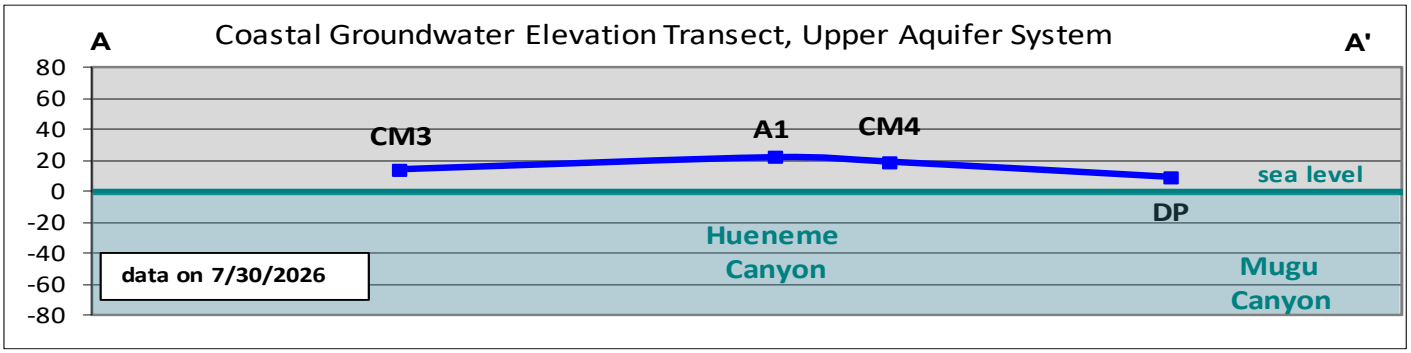
Groundwater Elevation Records – Coastal Nested Monitoring Wells

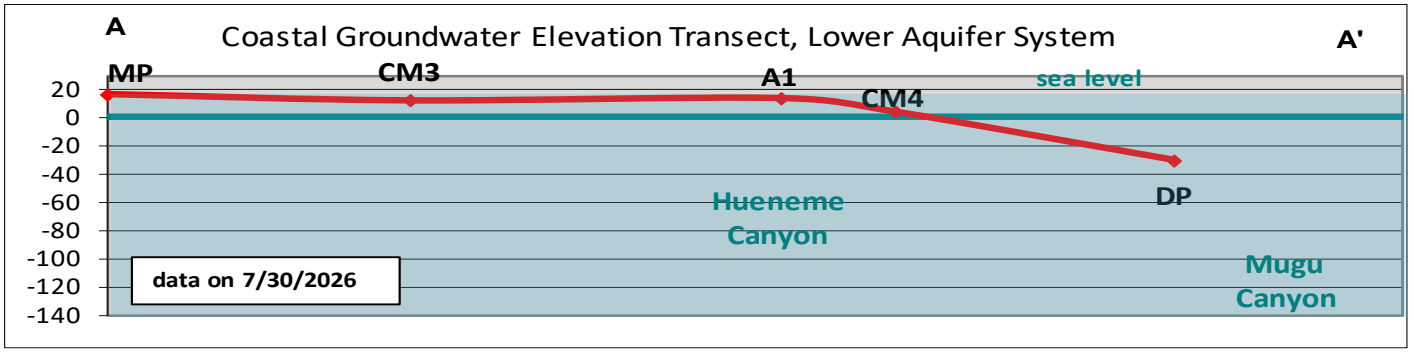












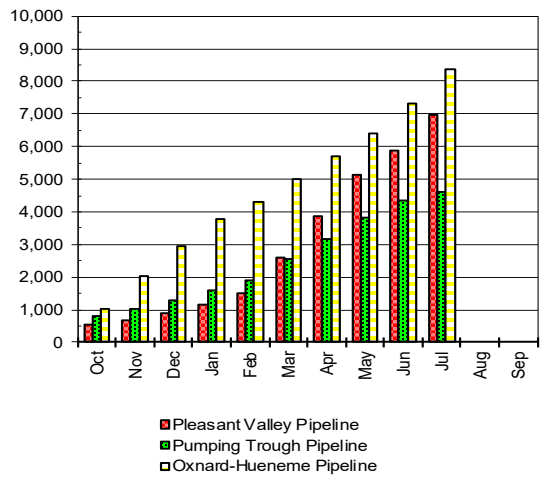
Monthly Water Deliveries, acre-feet (Water Year 2025/26)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	530.7	138.9	209.0	285.9	322.1	1,111.2	1,278.0	1,093.5	734.5	981.6		
PV Pipeline (Saticoy well field)	1.3	0.0	0.0	0.9	0.0	0.0	0.0	183.0	7.4	72.7		
Total to Pleasant Valley Pipeline	532.0	138.9	209.0	286.8	322.1	1,111.2	1,278.0	1,276.5	741.9	1,054.3		
PTP (surface water)	755.9	193.0	248.1	212.7	297.7	558.7	533.0	405.6	449.4	202.0		
PTP (PTP 1-5)	67.0	8.4	0.8	110.1	14.1	76.4	73.2	174.3	33.5	15.5		
PTP (OH-12/13)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
PTP (Saticoy well field)	3.0	0.0	0.0	0.4	0.0	0.0	0.0	104.6	9.7	57.0		
Total PTP	825.8	201.4	248.9	323.2	311.7	635.1	606.3	684.4	492.6	274.5		
C-customers (surface water)	0.0	0.0	0.4	0.6	0.0	10.7	25.9	21.3	6.6	3.5		
Saticoy Well Field (groundwater)	4.3	0.0	0.0	1.3	0.0	0.0	0.0	287.6	17.1	129.7		
O-H Pipeline (groundwater)	1,019.8	999.2	950.5	817.0	506.1	711.9	678.5	728.2	889.9	1,066.3		
Total Surface Water Delivery (PTP, PV, c-cust)	1,286.6	331.9	457.4	499.2	619.8	1,680.6	1,836.9	1,520.4	1,190.4	1,187.0		
Total Groundwater Delivery (PTP, OH, Sat)	1,091.1	1,007.6	951.3	928.4	520.2	788.3	751.7	1,190.1	940.5	1,211.5		
Total Delivery (surface water, groundwater)	2,377.6	1,339.5	1,408.7	1,427.6	1,140.0	2,468.9	2,588.7	2,710.4	2,131.0	2,398.5		

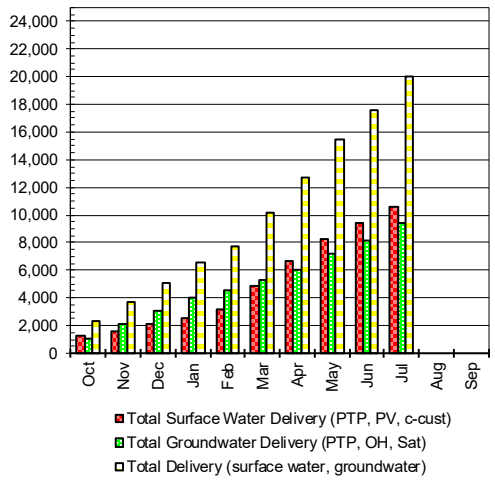
Cumulative Water Deliveries, acre-feet (Water Year 2025/26)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PV Pipeline (surface water)	530.7	669.6	878.6	1,164.5	1,486.6	2,597.8	3,875.8	4,969.2	5,703.7	6,685.3		
PV Pipeline (saticoy well field)	1.3	1.3	1.3	2.3	2.3	2.3	2.3	185.3	192.7	265.4		
Total to Pleasant Valley Pipeline	532.0	670.9	879.9	1,166.7	1,488.8	2,600.0	3,878.0	5,154.5	5,896.4	6,950.8		
PTP (surface water)	755.9	948.8	1,196.9	1,409.6	1,707.3	2,265.9	2,799.0	3,204.5	3,653.9	3,855.9		
PTP (PTP 1-5)	67.0	75.4	76.2	186.3	200.4	276.8	350.1	524.3	557.9	573.4		
PTP (OH-12/13)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
PTP (Saticoy well field)	3.0	3.0	3.0	3.3	3.3	3.3	3.3	107.9	117.6	174.6		
Total PTP	825.8	1,027.2	1,276.0	1,599.2	1,911.0	2,546.1	3,152.3	3,836.7	4,329.4	4,603.8		
C-customers (surface water)	0.0	0.0	0.4	1.0	1.0	11.7	37.6	59.0	65.5	69.0		
Saticoy Well Field (groundwater)	4.3	4.3	4.3	5.6	5.6	5.6	5.6	293.2				
O-H Pipeline (groundwater)	1,019.8	2,019.0	2,969.5	3,786.5	4,292.6	5,004.5	5,683.0	6,411.2	7,301.1	8,367.4		
Total Surface Water Delivery (PTP, PV, c-cust)	1,286.6	1,618.4	2,075.9	2,575.0	3,194.8	4,875.4	6,712.4	8,232.7	9,423.2	10,610.2		
Total Groundwater Delivery (PTP, OH, Sat)	1,091.1	2,098.7	3,050.0	3,978.4	4,498.6	5,286.9	6,038.7	7,228.7	8,169.3	9,380.8		
Total Delivery (surface water, groundwater)	2,377.6	3,717.1	5,125.9	6,553.4	7,693.4	10,162.3	12,751.0	15,461.4	17,592.4	19,991.0		

Cumulative deliveries by system



Cumulative deliveries by source/type



Monthly diversion and recharge totals by facility, 2025/26, in acre-feet

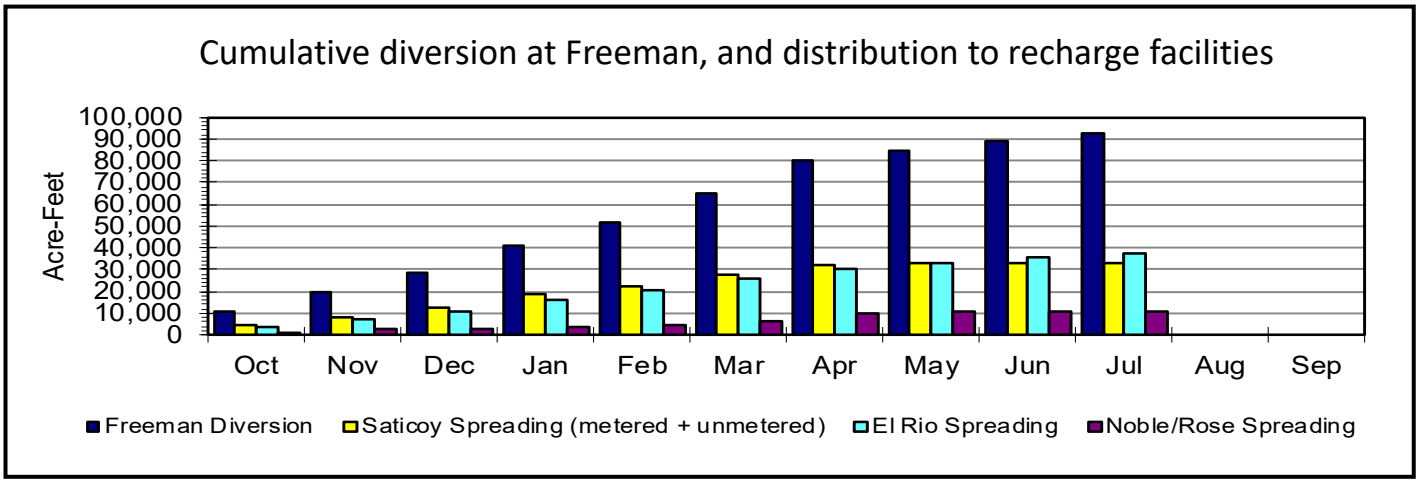
Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	10,654	4,317	3,994	1,050	10
Nov	0	9,328	4,101	3,464	1,420	11
Dec	0	8,325	4,369	3,273	218	7
Jan	0	12,782	5,646	5,605	1,024	7
Feb	0	10,456	4,261	4,370	1,195	11
Mar	0	13,427	4,979	5,055	1,685	27
Apr	0	14,759	4,670	4,691	3,546	15
May	0	4,537	376	2,108	508	25
Jun	0	4,729	300	3,196	0	42
Jul	0	3,150	214	1,718	24	NA
Aug						
Sep						

NA = Not Available

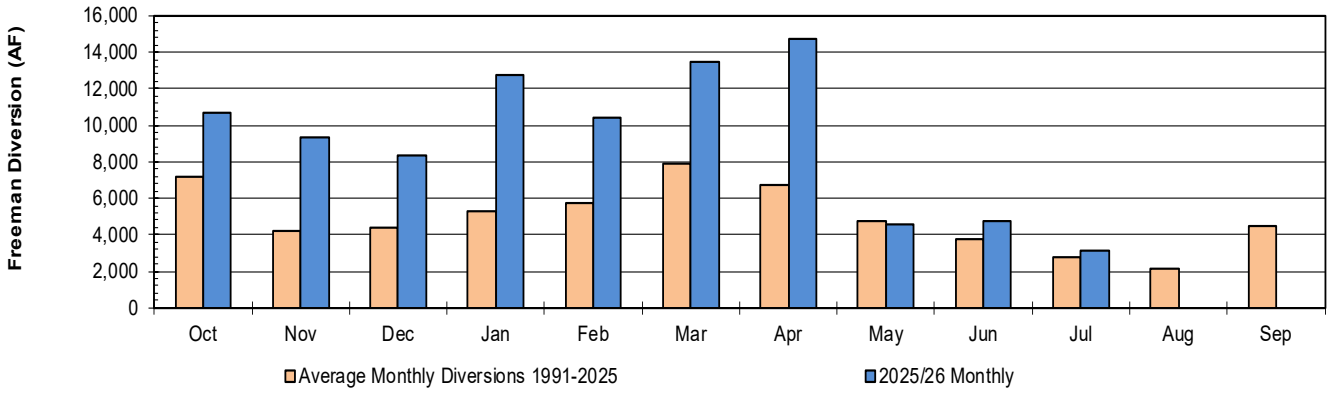
Cumulative diversion and recharge totals by facility, 2025/26, in acre-feet

Month	Piru Spreading	Freeman Diversion	Saticoy Spreading (metered + unmetered)	El Rio Spreading	Noble/Rose Spreading	LBMWC Water Use
Oct	0	10,654	4,317	3,994	1,050	10
Nov	0	19,981	8,418	7,458	2,469	21
Dec	0	28,306	12,787	10,731	2,688	28
Jan	0	41,088	18,433	16,336	3,712	35
Feb	0	51,545	22,694	20,706	4,907	45
Mar	0	64,972	27,673	25,761	6,592	73
Apr	0	79,731	32,343	30,452	10,139	87
May	0	84,268	32,719	32,559	10,647	113
Jun	0	88,997	33,019	35,756	10,647	154
Jul	0	92,146	33,234	37,473	10,670	NA
Aug						
Sep						

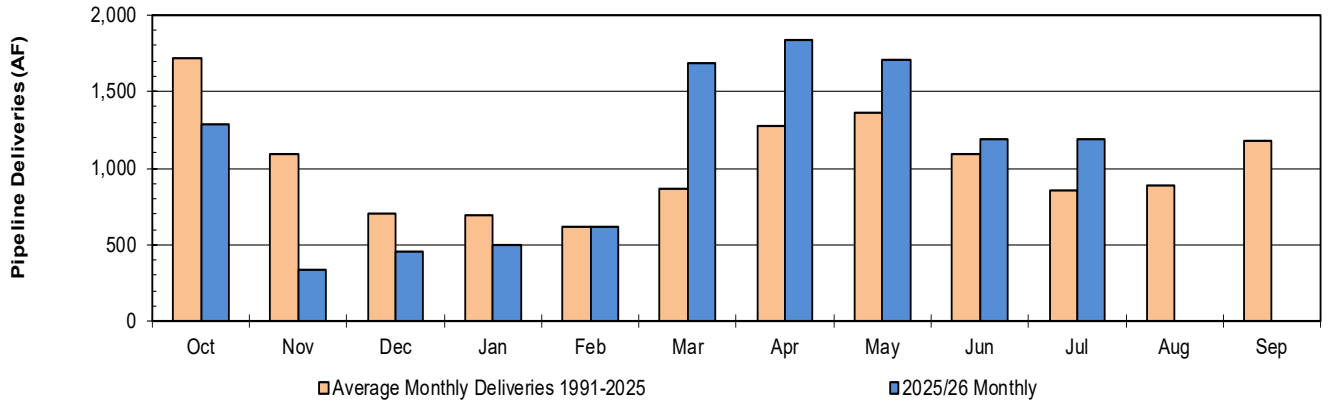
NA = Not Available



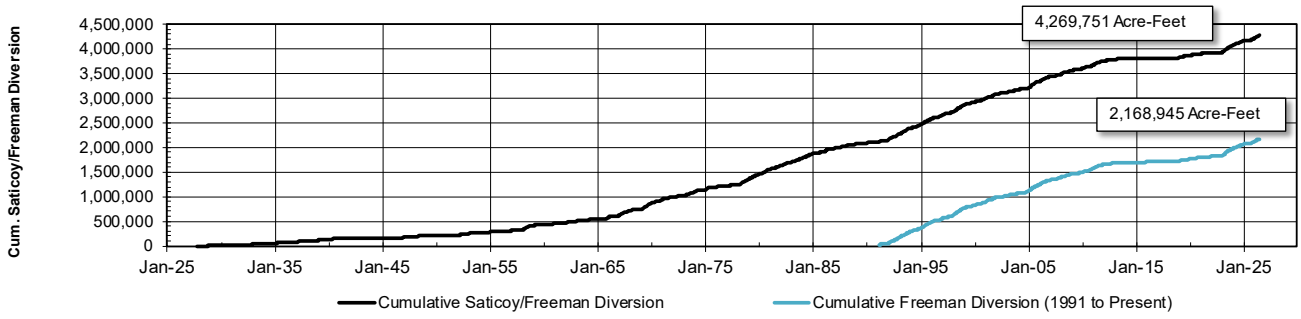
Monthly 2025/26 diversion at Freeman, compared to average monthly diversions (1991-2025)



Monthly 2025/26 pipeline deliveries (surface water deliveries), compared to average monthly pipeline deliveries (1991-2025)

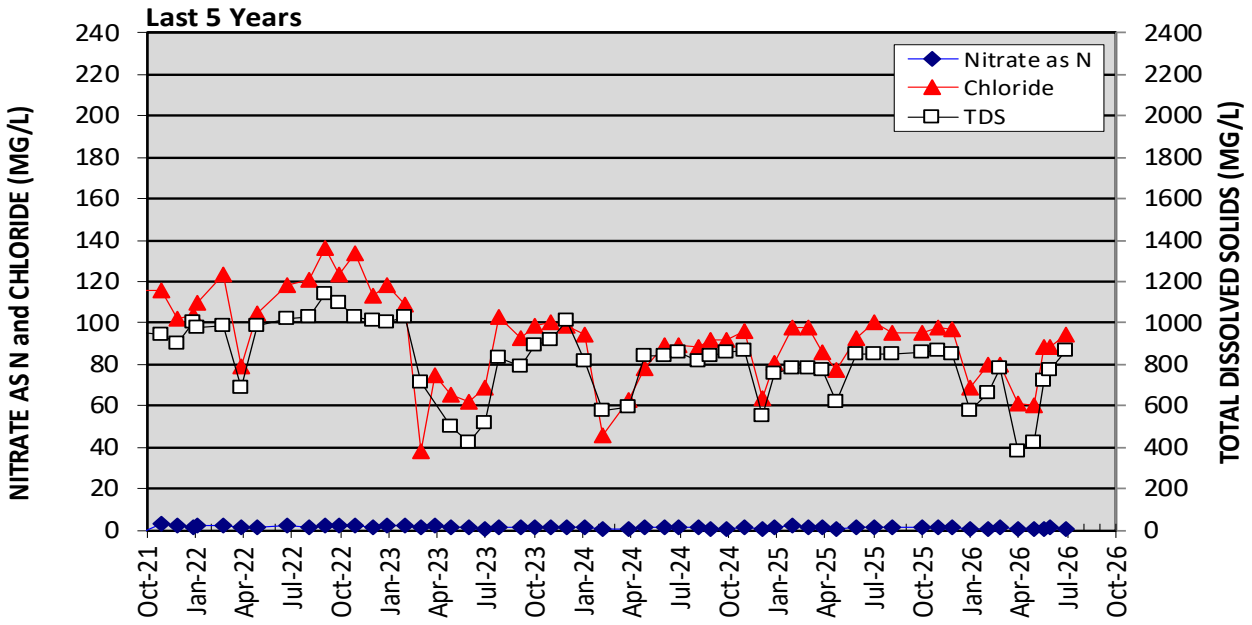


Cumulative diversion at Saticoy and Freeman Diversion, in acre-feet

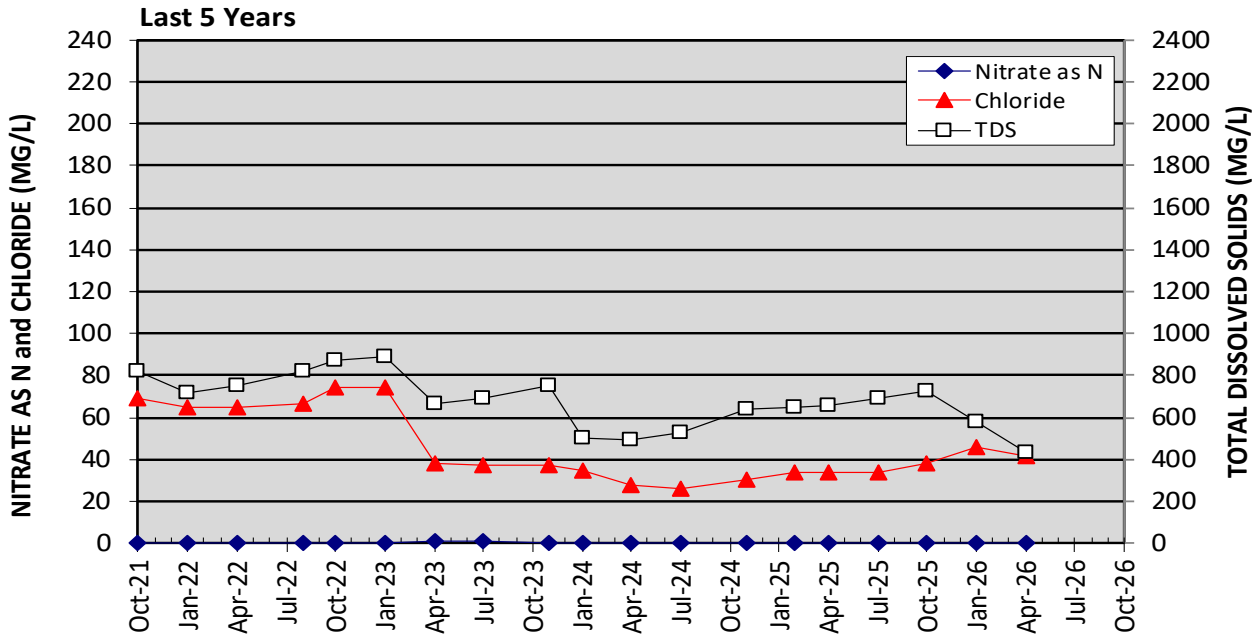


Water Quality

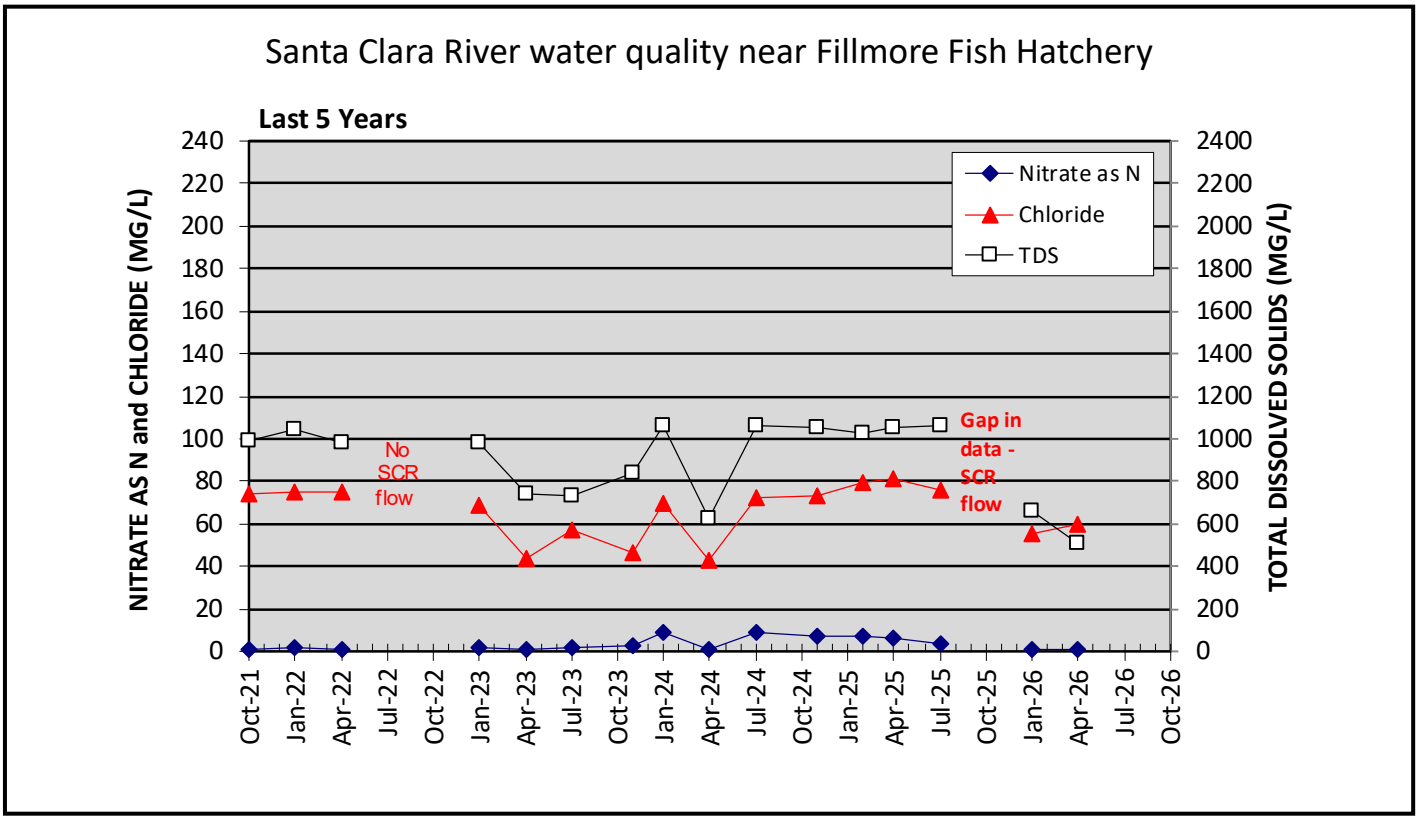
Santa Clara River water quality near Los Angeles/Ventura County line

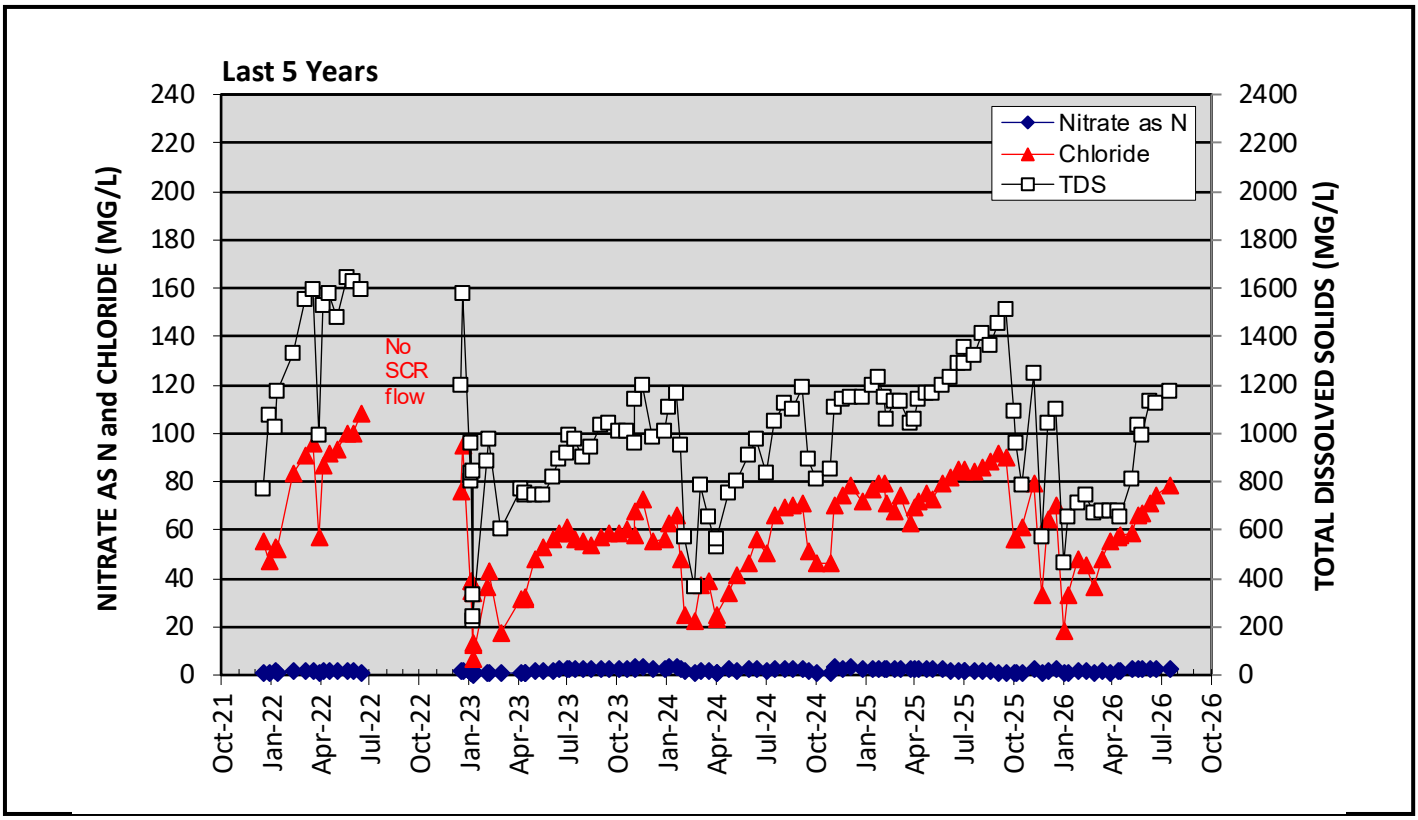


Piru Creek water quality below Santa Felicia Dam

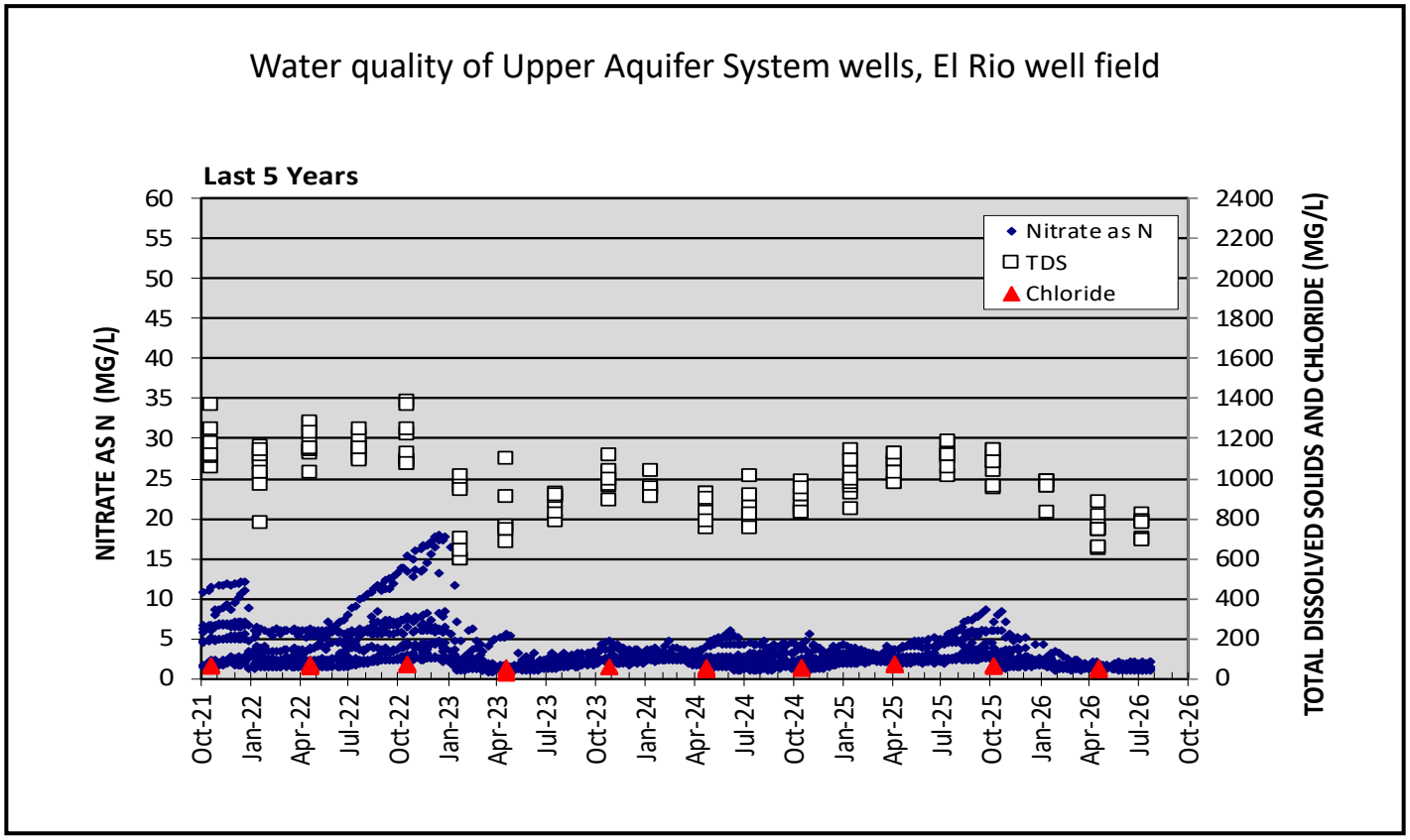


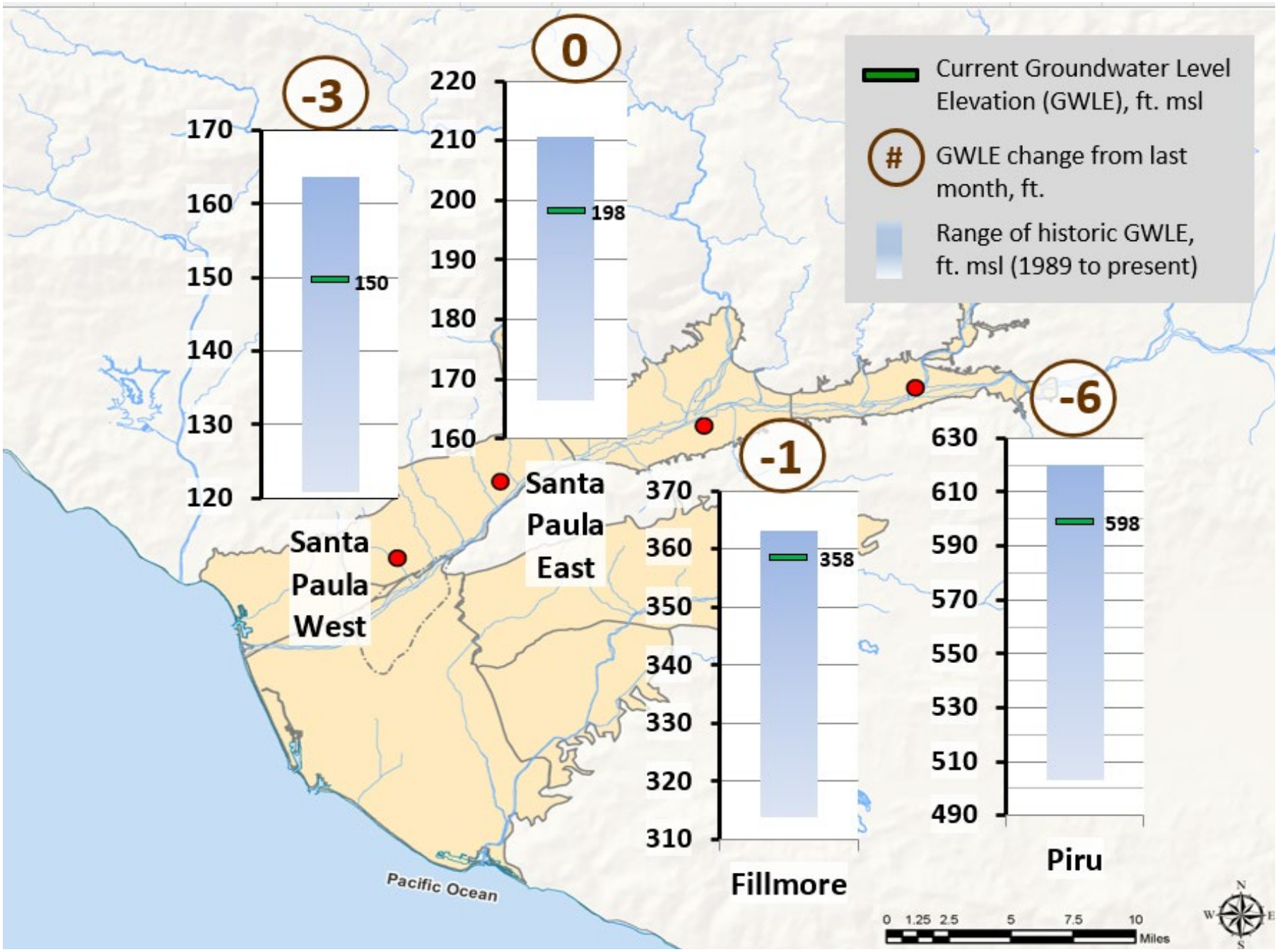
Water Quality

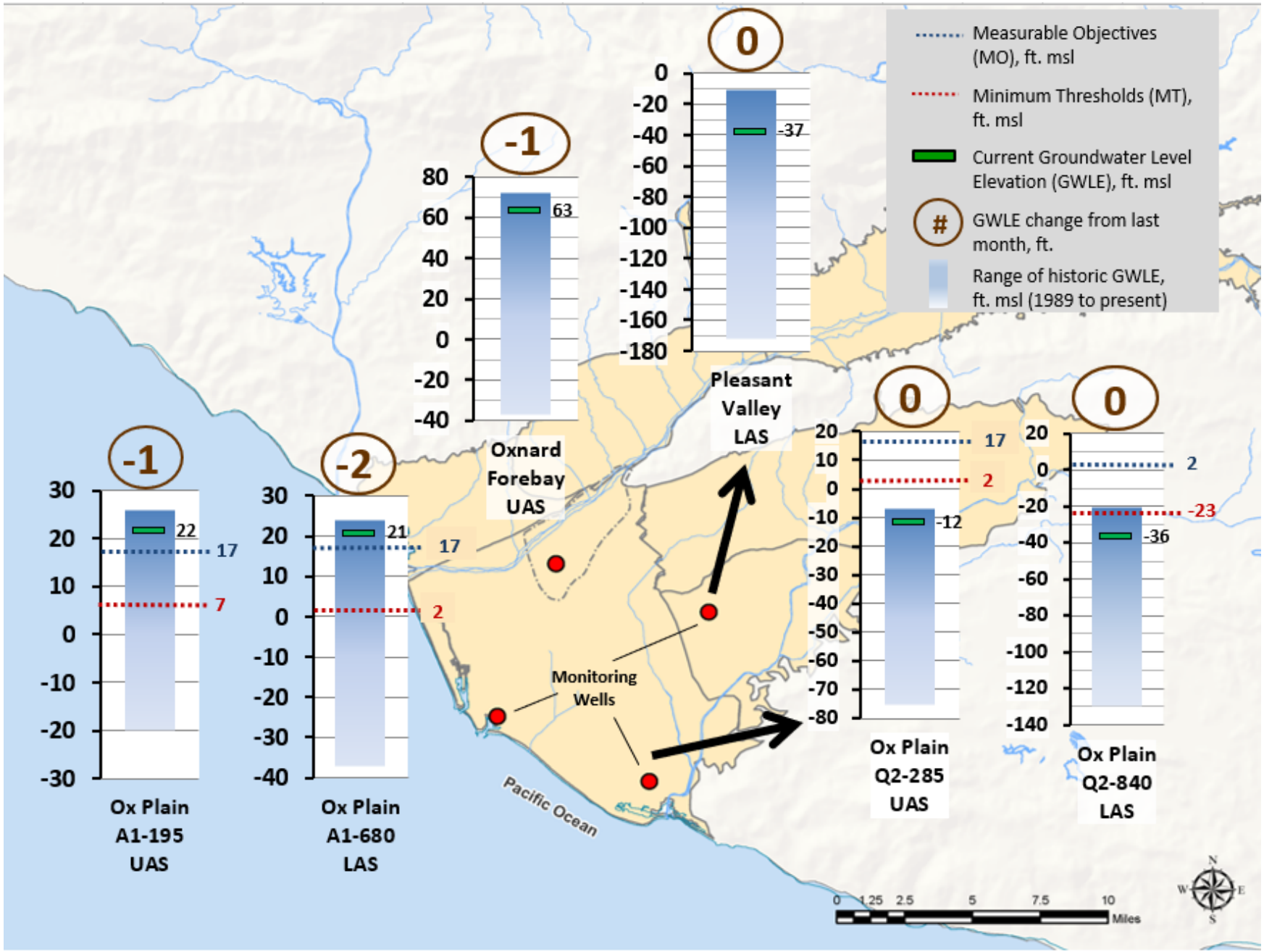


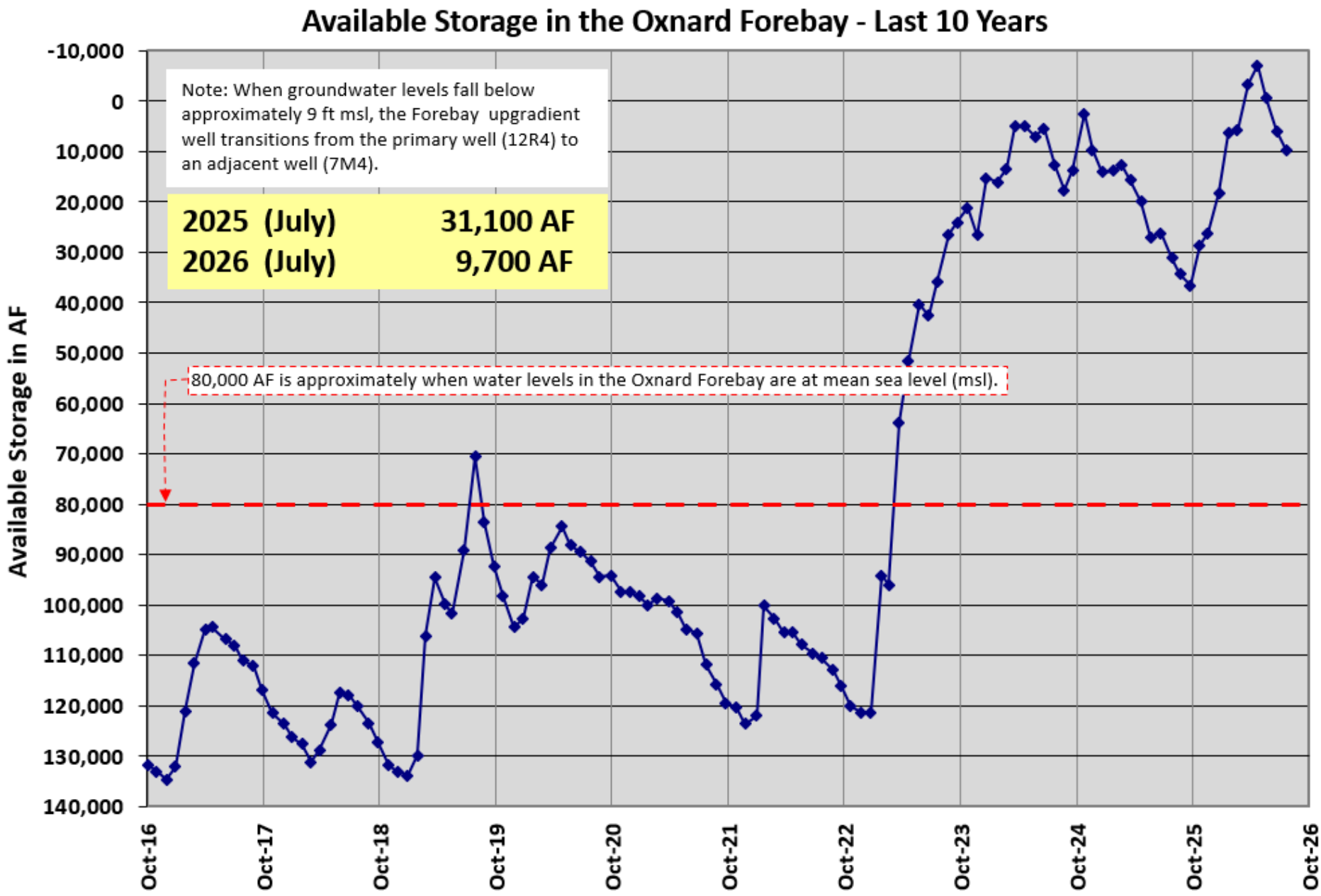


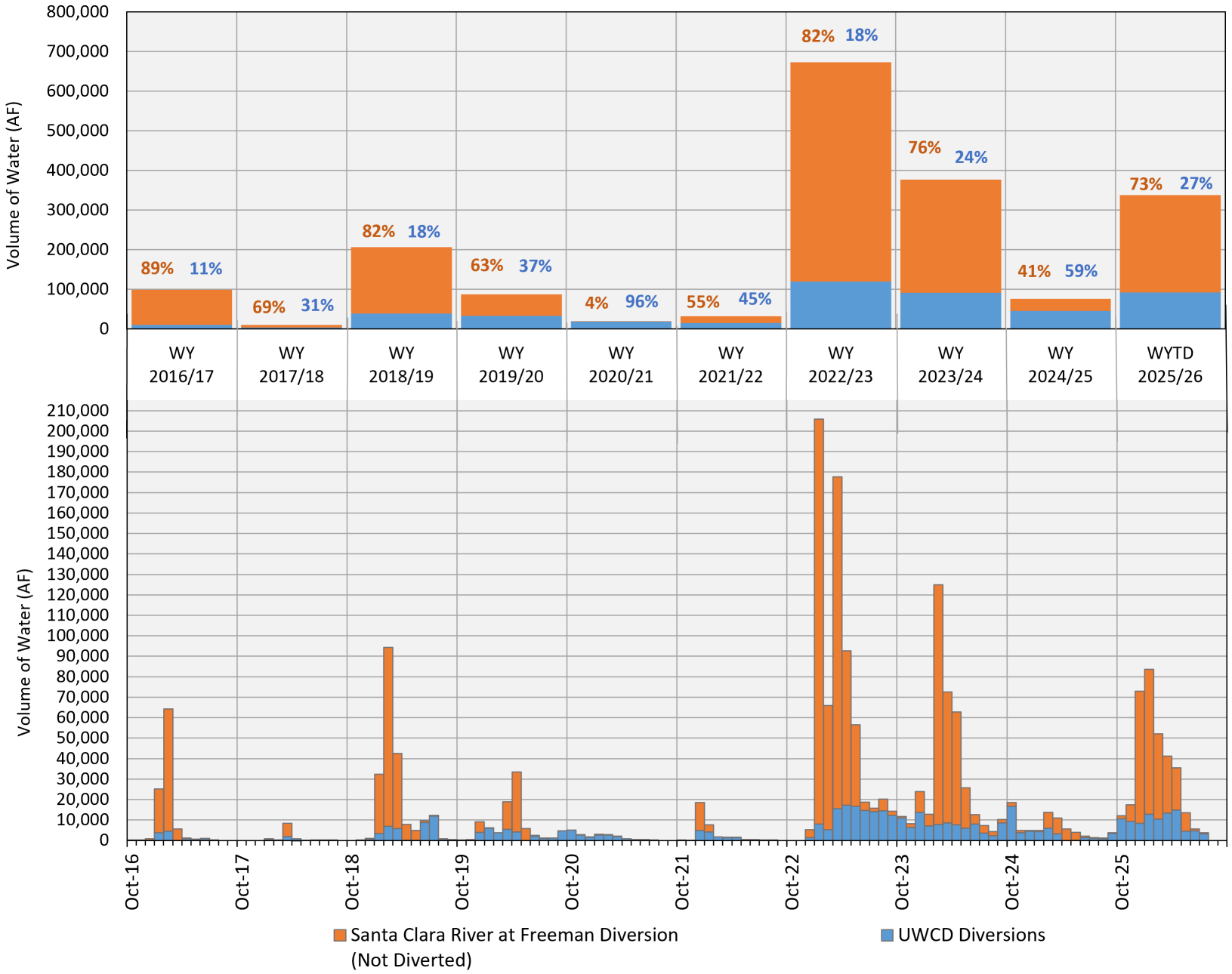
Water Quality




Current Groundwater Level Elevation (GWLE), ft. msl
GWLE change from last month, ft.
Range of historic GWLE, ft. msl (1989 to present)
-3
170
160
150
140
130
120
150
Santa Paula West
0
220
210
200
190
180
170
160
198
Santa Paula East
-1
370
360
350
340
330
320
310
358
Fillmore
-6
630
610
590
570
550
530
510
490
598
Piru
Pacific Ocean
0 1.25 2.5 5 7.5 10
Miles
N
W
E
S


Measurable Objectives (MO), ft. msl
Minimum Thresholds (MT), ft. msl
Current Groundwater Level Elevation (GWLE), ft. msl
GWLE change from last month, ft.
Range of historic GWLE, ft. msl (1989 to present)
0
-37
Pleasant Valley LAS
-1
63
Oxnard Forebay UAS
-1
22
17
7
Ox Plain A1-195 UAS
-2
21
17
2
Ox Plain A1-680 LAS
0
17
2
-12
Ox Plain Q2-285 UAS
0
2
-23
-36
Ox Plain Q2-840 LAS
Monitoring Wells
Pacific Ocean
0 1.25 2.5 5 7.5 10
Miles
N
W
E
S


Available Storage in the Oxnard Forebay - Last 10 Years
Note: When groundwater levels fall below approximately 9 ft msl, the Forebay upgradient well transitions from the primary well (12R4) to an adjacent well (7M4).
2025 (July) 31,100 AF
2026 (July) 9,700 AF
80,000 AF is approximately when water levels in the Oxnard Forebay are at mean sea level (msl).
Available Storage in AF
-10,000
0
10,000
20,000
30,000
40,000
50,000
60,000
70,000
80,000
90,000
100,000
110,000
120,000
130,000
140,000
Oct-16
Oct-17
Oct-18
Oct-19
Oct-20
Oct-21
Oct-22
Oct-23
Oct-24
Oct-25
Oct-26



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

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

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

From: Brian H. Zahn, Chief Financial Officer
Sara Guzman, Finance Supervisor

Date: **August 20, 2026 (September 9, 2026, meeting)**

Agenda Item: **3.3 Investment Monthly Reports for June and July 2026**
Information Item

Staff Recommendation:
Review the most current investment reports for the month ending July 31, 2026.

Discussion:
None. Informational only.

Fiscal Impact:
As shown.

Attachments:
A - Combined Investment Monthly Report for June 2026
B - Combined Investment Monthly Report for July 2026

Docusign Envelope ID: DAB0BDC0-9B3B-8FC2-8104-B833FC247CD9

ATTACHMENT A

United Water Conservation District
Monthly Investment Report
June 30, 2026

Investment Recap	G/L Balance	Weighted Avg Days to Maturity	Diversification Percentage of Total
Citizens Business Bank	4,165,027	1	5.73%
Petty Cash	5,400	1	0.01%
County Treasury	4,415	1	0.01%
LAIF Investments	68,453,017	1	94.24%
Total Cash, Cash Equivalents and Securities	**72,627,858**		**100.00%**
Investment Portfolio w/o Trustee Held Funds	**72,627,858**		
Trustee Held Funds	**-**		
Total Funds	**72,627,858**		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	66,953,017	1,500,000	68,453,017
	Interest Earned YTD	**Interest Received YTD**	**Qtrly Yield**
	1,610,005	2,118,769	3.98%

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

DocuSigned by:
Mauricio Guardado
51950C116BDC414...

8/18/2026

Mauricio Guardado, General Manager | **Date Certified**

DocuSigned by:
70D59ECF0D8D46E...

8/17/2026

Anthony Emmert, Assistant General Manager | **Date Certified**

Signed by:
Brian H Zahn
6685DB362A674A3...

8/17/2026

Brian H. Zahn, Chief Financial Officer | **Date Certified**

Docusign Envelope ID: DAB0BDC0-9B3B-8FC2-8104-B833FC247CD9

United Water Conservation District

Cash Position

June 30, 2026

Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			**Revenue collected for district operations**
General/Water Conservation	5,541,749	(13,280,071)	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		4,280,257	Designated for replacement, capital improvements, and environmental projects
		9,579,563	Supplemental Water Purchase Fund
General CIP Funds	24,024,920	24,024,920	Appropriated for capital projects
	14,860,098	14,860,098	Reserved for CIP Projects
Special Revenue Funds:			**Revenue collected for a special purpose**
State Water Project Funds	11,142,754	11,142,754	Procurement of water/rights from state water project
Enterprise Funds:			**Restricted to fund usage**
Freeman Fund	1,452,606	1,452,606	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	5,209,745	5,209,745	Appropriated for capital projects
OH Pipeline Fund	4,094,393	4,094,393	Delivery of water to OH customers
OH CIP Fund	3,273,311	3,273,311	Appropriated for capital projects
OH Pipeline Well Replacement Fund	180,307	180,307	Well replacement fund
PV Pipeline Fund	1,062,517	1,062,517	Delivery of water to PV customers
PV CIP Fund	259,605	259,605	Appropriated for capital projects
PT Pipeline Fund	4,594,751	4,594,751	Delivery of water to PTP customers
PT CIP Fund	(3,068,900)	(3,068,900)	Appropriated for capital projects
Total District Cash & Investments	**72,627,858**	**72,627,858**	

Docusign Envelope ID: D51B92FF-A093-8CFA-82DE-3FC95777B0DD

ATTACHMENT B

United Water Conservation District
Monthly Investment Report
July 31, 2026

Investment Recap	G/L Balance	Weighted Avg Days to Maturity	Diversification Percentage of Total
Citizens Business Bank	3,954,969	1	5.46%
Petty Cash	5,400	1	0.01%
County Treasury	4,415	1	0.01%
LAIF Investments	68,453,017	1	94.52%
Total Cash, Cash Equivalents and Securities	**72,417,800**		**100.00%**
Investment Portfolio w/o Trustee Held Funds	**72,417,800**		
Trustee Held Funds	**-**		
Total Funds	**72,417,800**		

Local Agency Investment Fund (LAIF)	Beginning Balance	Deposits (Disbursements)	Ending Balance
	68,453,017	-	68,453,017
	Interest Earned YTD	**Interest Received YTD**	**Qtrly Yield**
	1,610,005	-	3.98%

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

DocuSigned by: Mauricio Guardado 51950C116BDC414... — 8/18/2026

Mauricio Guardado, General Manager — **Date Certified**

DocuSigned by: 70D59ECF0D8D46E... — 8/17/2026

Anthony Emmert, Assistant General Manager — **Date Certified**

Signed by: Brian H Zahn 6685DB362A674A3... — 8/17/2026

Brian H. Zahn, Chief Financial Officer — **Date Certified**

Docusign Envelope ID: D51B92FF-A093-8CFA-82DE-3FC95777B0DD

United Water Conservation District

Cash Position

July 31, 2026

Fund	Total	Composition	Restrictions/Designations
General/Water Conservation Fund:			**Revenue collected for district operations**
General/Water Conservation	(6,738,323)	(25,585,075)	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		4,280,257	Designated for replacement, capital improvements, and environmental projects
		9,604,495	Supplemental Water Purchase Fund
General CIP Funds	38,158,814	38,158,814	Appropriated for capital projects
	14,860,098	14,860,098	Reserved for CIP Projects
Special Revenue Funds:			**Revenue collected for a special purpose**
State Water Project Funds	10,090,573	10,090,573	Procurement of water/rights from state water project
Enterprise Funds:			**Restricted to fund usage**
Freeman Fund	(1,401,470)	(1,401,470)	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	7,619,480	7,619,480	Appropriated for capital projects
OH Pipeline Fund	1,548,310	1,548,310	Delivery of water to OH customers
OH CIP Fund	5,688,318	5,688,318	Appropriated for capital projects
OH Pipeline Well Replacement Fund	141,012	141,012	Well replacement fund
PV Pipeline Fund	954,673	954,673	Delivery of water to PV customers
PV CIP Fund	314,131	314,131	Appropriated for capital projects
PT Pipeline Fund	1,980,296	1,980,296	Delivery of water to PTP customers
PT CIP Fund	(798,111)	(798,111)	Appropriated for capital projects
Total District Cash & Investments	**72,417,800**	**72,417,800**	

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager

From: Tara Acosta, Executive Assistant/Clerk of the Board

Date: **August 30, 2026 (September 9, 2026, meeting)**

Agenda Item: 3.4 Approval of the Districts' Conflict of Interest Code
Motion

Recommendation:

Approve the District's Conflict of Interest Code and direct staff to submit the Local Agency Biennial Notice to the County of Ventura.

Discussion:

The Board has previously adopted a Conflict of Interest Code. Pursuant to Government Code § 87306.5, every local government agency is required to review its conflict of interest code biennially and submit a Local Agency Biennial Notice to its code reviewing body.

As the Board recently approved new position(s) and title changes for existing positions, it is necessary for the District to amend language with the Conflict of Interest Code relating to employees designated to file statements of economic interests and the specific areas of disclosure for those positions.

Fiscal Impact:
None.

ATTACHMENT A: Updated Conflict of Interest Code – redlined version

ATTACHMENT B: Updated Conflict of Interest Code – clean version

ATTACHMENT C: 2026 Local Agency Biennial Notice

ATTACHMENT A

CONFLICT OF INTEREST CODE
UNITED WATER CONSERVATION DISTRICT

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the United Water Conservation District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the United Water Conservation District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, FILERS DESIGNATED IN EXHIBIT A NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

APPROVED AND ADOPTED this 9th day of September, 2026:

ATTEST: _____
Gordon Kimball, President Pro
Tempore Secretary/Treasurer

ATTEST: _____
Tara Acosta
Clerk of the Board

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC]
7	Board of Directors Members	1	COB
1	General Manager	1	COB
1	General Counsel	1	COB
1	Chief Engineer	5	AC
1	Chief Financial Officer	5	AC
1	Chief Human Resources Officer	5	AC
1	Chief Operations Officer	5	AC
1	Chief Park Ranger	5	AC
1	Assistant General Manager	5	AC
1	Senior Park Ranger*	5	AC
1	Chief Water Treatment Operator	6	AC
1	Controller	6	AC
1	Control Systems Supervisor	6	AC
1	Dam Operator	6	AC
1	Engineering Manager	6	AC
1	Environmental Services Manager	6	AC
1	Finance Supervisor*	5	AC
1	Operations & Maintenance Manager	6	AC
1	Operations Supervisor – Water Supply and Distribution*	6	AC
1	Principal Environmental Scientist	6	AC
1	Operations Supervisor – Water Treatment	6	AC
1	Principal Hydrogeologist/Modeler	6	AC
1	Principal Hydrologist	6	AC
1	Risk and Safety Manager	6	AC
1	Supervising Hydrogeologist	6	AC
1	Technology Systems Manager	6	AC
1	Water Resources Supervisor	6	AC
1	Public Outreach and External Affairs Manager*	6	AC
1	Supervisory Water Resources Engineer*	5	AC
1	Human Resources Supervisor*	6	AC

*new position

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

(1) All sources of *income*, *gifts*, *loans* and *travel payments*;
(2) All *interests in real property*; and
(3) All *investments* and *business positions* in *business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

COUNTY of VENTURA

HOW TO AMEND A CONFLICT OF INTEREST CODE

Conflict of Interest Codes may be amended when change is necessitated by changed circumstances, including the creation of new positions which must be designated, or relevant changes in the duties assigned to existing positions, or the deletion of positions. In addition, Conflict of Interest Codes may also be amended to modify the Filing Officer designee. Amended Conflict of Interest Codes must be submitted to the Code Reviewing Body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code Section 87306).

An agency that is amending its Conflict of Interest Code must submit the documents identified below to the Clerk of the Board's Office.

- Conflict of Interest Code Amendment Form
- Conflict of Interest Code – Signed/Approved by Authorized person - Red Line and Clean Version - if changed
- Exhibit A – List of positions – (some entities include Exhibit A and/or B information within the Conflict of Interest Code)
- Exhibit B – List of Categories – (some entities include Exhibit A and/or B information within the Conflict of Interest Code)

Red Line versions of each document that was changed must be submitted and must indicate each specific change. In addition, Clean Versions of the revised documents and Clean Versions of any unchanged documents must also be submitted. The compilation of these documents will represent your amended Conflict of Interest Code that will be submitted to the Code Reviewing Body for adoption.

For further information, please contact the Clerk of the Board's Office at (805) 654-2251 or email form700clerk@venturacounty.gov

ATTACHMENT B

CONFLICT OF INTEREST CODE
UNITED WATER CONSERVATION DISTRICT

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the United Water Conservation District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the United Water Conservation District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, FILERS DESIGNATED IN EXHIBIT A NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

APPROVED AND ADOPTED this 9th day of September, 2026:

ATTEST: _____
Gordon Kimball, President Pro
Tempore Secretary/Treasurer

ATTEST: _____
Tara Acosta
Clerk of the Board

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC]
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1	General Counsel	1	COB
1	Chief Engineer	5	AC
1	Chief Financial Officer	5	AC
1	Chief Human Resources Officer	5	AC
1	Chief Operations Officer	5	AC
1	Chief Park Ranger	5	AC
1	Assistant General Manager	5	AC
1	Senior Park Ranger*	5	AC
1	Chief Water Treatment Operator	6	AC
1	Controller	6	AC
1	Control Systems Supervisor	6	AC
1	Dam Operator	6	AC
1	Engineering Manager	6	AC
1	Environmental Services Manager	6	AC
1	Finance Supervisor*	5	AC
1	Operations & Maintenance Manager	6	AC
1	Operations Supervisor – Water Supply and Distribution*	6	AC
1	Principal Environmental Scientist	6	AC
1	Operations Supervisor – Water Treatment	6	AC
1	Principal Hydrogeologist/Modeler	6	AC
1	Principal Hydrologist	6	AC
1	Risk and Safety Manager	6	AC
1	Supervising Hydrogeologist	6	AC
1	Technology Systems Manager	6	AC
1	Water Resources Supervisor	6	AC
1	Public Outreach and External Affairs Manager*	6	AC
1	Supervisory Water Resources Engineer*	5	AC
1	Human Resources Supervisor*	6	AC

*new position

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

(1) All sources of *income*, *gifts*, *loans* and *travel payments*;
(2) All *interests in real property*; and
(3) All *investments* and *business positions* in *business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

COUNTY of VENTURA

HOW TO AMEND A CONFLICT OF INTEREST CODE

Conflict of Interest Codes may be amended when change is necessitated by changed circumstances, including the creation of new positions which must be designated, or relevant changes in the duties assigned to existing positions, or the deletion of positions. In addition, Conflict of Interest Codes may also be amended to modify the Filing Officer designee. Amended Conflict of Interest Codes must be submitted to the Code Reviewing Body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code Section 87306).

An agency that is amending its Conflict of Interest Code must submit the documents identified below to the Clerk of the Board's Office.

- Conflict of Interest Code Amendment Form
- Conflict of Interest Code – Signed/Approved by Authorized person - Red Line and Clean Version - if changed
- Exhibit A – List of positions – (some entities include Exhibit A and/or B information within the Conflict of Interest Code)
- Exhibit B – List of Categories – (some entities include Exhibit A and/or B information within the Conflict of Interest Code)

Red Line versions of each document that was changed must be submitted and must indicate each specific change. In addition, Clean Versions of the revised documents and Clean Versions of any unchanged documents must also be submitted. The compilation of these documents will represent your amended Conflict of Interest Code that will be submitted to the Code Reviewing Body for adoption.

For further information, please contact the Clerk of the Board's Office at (805) 654-2251 or email form700clerk@venturacounty.gov

ATTACHMENT C

FAIR POLITICAL PRACTICES COMMISSION

2026 Conflict of Interest Code
Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2026:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2026:** The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2026 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in ***more than one county*** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on FPPC's website.

2026 Local Agency Biennial Notice

Name of Agency: **United Water Conservation District**

Mailing Address: **1701 N. Lombard Street, Suite 200, Oxnard, CA 93030**

Contact Person: **Tara Acosta, Clerk of the Board** Phone No. **805.272.4106**

Email: **tacosta@unitedwater.org** Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ **September 9, 2026**

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to: via e*mail: form700@venturacounty.gov or you may mail to:*

County of Ventura - Clerk of the Board
800 S. Victoria Ave L#1920
Ventura CA 93009

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Anthony A. Emmert, Assistant General Manager
Suparna Jain, Partner, AALRR

From: Brian H. Zahn, Chief Financial Officer
Sara Guzman, Finance Supervisor

Date: **August 5, 2026 (September 9, 2026, meeting)**

Agenda Item: **3.5 A Resolution Approving a Revision of United Water Conservation District's Fiscal Year 2026-2027 Salary Chart**
Motion

Staff Recommendation:
Adopt a resolution approving the District's revised Fiscal Year 2026-2027 UWCD Salary Chart to reflect changes in California Minimum Wage effective January 1, 2027, and to accommodate a title change related to an upcoming retirement.

Discussion:
On July 31, 2026, Governor Gavin Newsom announced that California's statewide minimum wage will increase from $16.90 per hour to $17.40 per hour effective January 1, 2027. The Fiscal Year 2026-27 budget was presented to the Board during May 13, 2026, Budget Workshop. At that time no official communication had been issued by the State of California regarding the new minimum wage; therefore, staff used the current minimum wage rate of $16.90 for budgeting purposes. This wage adjustment will affect the following positions:

- Intern
- Seasonal Park Ranger Assistant
- Technology Systems Intern

Additionally, the Lead Water Systems Operator has announced plans to retire from the District in November 2026. The Human Resources Department used this opportunity to evaluate the position, its duties and its title. Based on that review, the General Manager determined that Principal Water Systems Operator more accurately reflects the scope and responsibilities of the position. Staff recommends adding the Principal Water Systems Operator classification to the Salary Chart at Salary Range 22.50.

3.5 A Resolution Approving a Revision of United Water Conservation District's Fiscal Year 2026-2027 Salary Chart
Motion

Because the position will remain at the same salary range as the current Lead Water Systems Operator classification, there will be no fiscal impact associated with this change.

Staff recommends approval of the proposed revisions to the Fiscal Year 2026-27 Salary Chart to ensure compliance with California minimum wage requirements and to update the classification title for the Principal Water Systems Operator position.

Fiscal Impact:
The increase in California's minimum wage represents an additional $0.50 per hour. Employees compensated at this rate are hired in part-time or seasonal capacities and are limited to a maximum of 1,000 hours worked per fiscal year. Therefore, the fiscal impact to the District is expected to be minimal and immaterial.

Attachments:
Resolution and Salary Chart

ATTACHMENT

RESOLUTION NO. 2026-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF UNITED WATER CONSERVATION DISTRICT REQUESTING A REVISION TO THE ADOPTED FISCAL YEAR 2026-2027 SALARY CHART

WHEREAS, the Board of Directors of United Water Conservation District (District) approved the proposed Fiscal Year 2026-27 Budget on June 10, 2026, by adopting Resolution No. 2026-11 which included SECTION 4. STAFFING LEVELS AND SALARY SCHEDULES subsequently approving the Position Titles and Annual Salary Ranges, and Staffing Levels as amended in the proposed Fiscal Year 2026-27 Budget; and

WHEREAS, during the time the Budget was presented to the Board, no official communication was received by the State of California regarding the new minimum wage; therefore, staff used the current minimum wage rate of $16.90 for budgeting purposes; and

WHEREAS, on July 31, 2026, Governor Gavin Newsom announced that California's statewide minimum wage will increase from $16.90 per hour to $17.40 per hour effective January 1, 2027, with minimal fiscal impact to the District; and

WHEREAS, this wage adjustment will affect the following positions:

- Intern
- Seasonal Park Ranger Assistant
- Technology Systems Intern

WHEREAS, the Lead Water Systems Operator had announced plans to retire from the District in November 2026; and

WHEREAS, the Human Resources Department used this opportunity to evaluate the position, its duties and title; and

WHEREAS, it was determined that the Principal Water Systems Operator more accurately reflects the scope and responsibilities of the position; and

WHEREAS, it is recommended to add Principal Water Systems Operator classification to the Salary Chart at Salary Range 22.50 with the same salary range as the current Lead Water Systems Operator classification which would not impose a fiscal impact; and

WHEREAS, the proposed revised Fiscal Year 2026-2027 Salary Chart is attached for the Board of Directors consideration of approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors hereby approve the proposed revisions to the Fiscal Year 2026-27 Salary Chart to ensure compliance with California minimum wage requirements and update the classification title for the Principal Water Systems Operator position.

The foregoing Resolution was adopted by the Board of Directors of United Water Conservation District on September 9, 2026, by the following vote:

Ayes:

Noes:

Absent:

ATTEST: _____
President Pro Tempore Gordon Kimball

ATTEST: _____
Clerk of the Board Tara Acosta

APPROVED AS TO FORM:

_____

Suparna Jain, Partner
Atkinson, Andelson, Loya, Ruud & Romo
Legal counsel for United Water Conservation District

DATED:

_____

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, 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
Jackie Lozano, Senior Administrative Assistant

Date: **August 11, 2026 (September 9, 2026, meeting)**

Agenda Item: **4.1 Administrative Services Department Monthly Report**
Information Item

Staff Recommendation:
Review this monthly report from the Administrative Services Department for its activities for June and July 2026, as well as receive a verbal presentation of its highlights.

Discussion:

Finance

- District collections accounts were accepted by the VC Assessors office.
- Monitoring GASB's Proposed Infrastructure Assets Standard.

Administrative Services

- Provided administrative assistance for drafting, finalizing, distributing, posting materials, and room set up for the following meetings: Finance and Administration Committee (Jun. 1, Jun. 29), Board of Directors (Jun. 10, Jul. 8), and Engineering and Operations (Jun. 30), as well as Fillmore and Piru Basins GSA (Jun. 18) held at the City of Fillmore, and Mound Basin Groundwater Sustainability Agency (Jun. 22) held at the County of Ventura.
- Coordinated logistical support with room and beverage setup for the following outside agency meetings: CCWUC Operator Math Workshop (Jun. 9), AWA Water Issues Committee (Jun. 16, Jul. 21), Santa Clara Watershed Committee (Jun. 25), and AWA Small Water Systems Workshop (Jul. 22).

- Provided internal logistical support for the following meetings: Environmental Services and GEI (Jul. 13), and Engineering and GEI (Jul. 27).
- Provided support for the District's quarterly tour by preparing tour bags and assisting with vehicle transportation (Jul. 29).
- Working on HQ downstairs project, which involved relocating library shelving and books, creating a design of the new layout and materials to be used, and assembling artifacts to be considered for the displays.

Human Resources

- Attended CSDA annual conference in Palm Desert from August 24-27, 2026.
- Hiring Updates:
    - Facilities Maintenance Worker II – interviews held, pending finalization of selection. Multiple highly qualified candidates applied
    - Water Resources Technician - interviews held, pending finalization of selection. Multiple highly qualified candidates applied
    - Principal Water Systems Operator - interviews being scheduled, pending finalization of selection. Multiple highly qualified candidates applied
    - Environmental Scientist – interviews being scheduled, multiple highly qualified applicants
    - Environmental Services Field Assistant – interviews being scheduled, multiple highly qualified applicants
- Upcoming Job Announcements:
    - Assistant General Manager
    - Control Systems Programmer
    - Dam Operator
- Prepared annual open enrollment presentation for medical and 457 plan.

Risk and Safety Management

- Updated existing Ventura County Fire Department Memorandum of Understanding (MOU) in coordination with Legal Counsel and insurance provider, which supersedes the previous 2015 MOU.
    - Updates included revised contact information and increased liability coverage to reflect current risk mitigation and legal landscape.
- Led the coordination of CISA Tabletop Exercise held at District HQ on August 18, 2026, and assisted with exercise development.
- Provided internal consultation on State and Local Cybersecurity Grant Program.
- Supported Executive Management with procurement and legal review of Managed Security Services Provider as well as SCADA Consultant.

- Conducted annual hearing tests as part of Hearing Conservation Program and reviewed results with audiologist. Presented hearing conservation mandatory and recommended best practices to staff in the monthly safety meeting.
- Coordinated annual fire alarm testing for HQ office.
- Represented the District on Regional Radio Project Oversight Committee quarterly meeting.
- Attended Southern California Water Coalition Quarterly Luncheon with District officials.
- Monitored intelligence reports on recent cyber-attacks on the water sector and participated in security briefing on America's Critical Water Infrastructure Under Pressure: Cyber Threats to Water Utilities and How to Respond.

Information Technology

Cybersecurity and Access Control

Continued management of District user accounts, system access, and security administration activities to support business operations and regulatory requirements.

Infrastructure and Systems

Advanced lifecycle management efforts for District technology assets, including inventory review, equipment replacement planning, and electronic waste (e-waste) cleanup activities across District facilities.

Supported ongoing maintenance and modernization of core technology systems and infrastructure to improve reliability and operational support capabilities.

Operations and Project Support

Provided technology support for District departments and strategic initiatives, including development and enhancement of internal data management and reporting solutions supporting Water Resources projects.

Continued implementation and refinement of service management processes to improve request tracking, visibility, and coordination between Technology Systems, Operations, and other business units.

In addition, the team completed the following:

- Coordinated District-wide electronic waste identification, inventory, and disposal planning activities.
- Supported Water Resources data collection, visualization, and reporting initiatives associated with the Extraction Barrier and Brackish Water Project.
- Continued technology planning and support activities related to operational efficiency, asset management, and department modernization efforts.

Vendor Collaboration and Partnerships

Technology Systems continued coordination with vendors across multiple areas, including:

- Electronic waste recycling and equipment disposition services.
- Technology infrastructure, software, and support service providers.
- Ongoing collaboration with implementation partners supporting District technology and operational initiatives.

Field Support, Automation and Workflow

Key activities included:

- Providing on-site technology support for District facilities and field locations.
- Advancing workflow improvements through enhanced service request tracking and reporting processes.
- Supporting department efforts to centralize information and streamline operational workflows.

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

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

From: Tara Mulally, Public Outreach and External Affairs Manager

Date: **August 20, 2026 (September 9, 2026, meeting)**

Agenda Item: **4.2 Public Outreach and External Affairs Department Monthly Report**
Information Item

Staff Recommendation:

Review this monthly report, including a six-month review of the Visibility and Value campaign, from the Public Outreach and External Affairs Department of its activities for July and August 2026, as well as receive a verbal presentation of its highlights.

Discussion:

Outreach Events and Tours

United Water Conservation District continued its high-visibility community presence in July, with a particular focus on the department's sustained commitment to neighborhood-level engagement through National Night Out.

National Night Out was held across multiple neighborhoods and community centers in Oxnard, on August 4, with United Water staff present at all 12 events held throughout the City of Oxnard. The department's consistent presence was recognized in local media coverage, which specifically highlighted United Water as a fixture at every event, offering residents information and education on the District's services. This marks the department's continued commitment to reinforcing United Water's visibility as a trusted community resource beyond its traditional infrastructure and regulatory role.

This sustained, full-coverage presence reflects a broader shift in the department's approach to community events: rather than selective attendance, staff prioritize comprehensive coverage of recurring community touchpoints to build consistent public familiarity with the District and its mission, a strategy that is increasingly paying off in earned media recognition.

Completed Events and Tours

- Quarterly Tour (July 29)
- Oxnard's Stars, Stripes and Sounds (July 3)
- Hueneme Beach Festival (July 11)
- Moonlight Cinema (July 11)
- Boys & Girls Club STEM Day (July 17)
- Moonlight Cinema (July 25)
- Ventura County Fair (July 31–August 9)
- Santa Paula City Council Presentation (July 15)
- VC Farm Bureau Presentation (July 16)
- AWA Presentations (July 21 & 22)
- Oxnard City Council Comment (July 30)
- Grand Jury Tour (August 31)
- National Night Out (August 4)
- WVCBA Presentation (August 10)
- Fillmore City Council Presentation (August 11)
- Ventura City Council Presentation (August 18)
- Piru Neighborhood Council Presentation (August 19)
- Downtown Oxnard Farmer's Market (August 20 & 27)
- Throwdown Cornhole Festival (August 21–23)
- Santa Paula Cruise Night (September 4)
- ACWA Region 5 Tour (September 4)

Upcoming Tours

- Quarterly Tour (October 28)
- Stakeholder and Educational Tours (Scheduled as Requested)

Upcoming Events

- Harvest Festival (September 11–13)
- Moonlight Cinema: Hook (September 12)
- VC Farm Bureau Agritech Fair (September 22)
- Banana Festival (September 26)
- CoLAB Presentation (September 16)
- Port Hueneme Water Agency & City Council Presentations (September 21)
- Santa Paula Chamber of Commerce Candidates Forum (September 22)

Annual Communications Plan

Implementation of the Annual Communications Plan advanced significantly in July, with the department's focus shifting toward direct support of the Measure D bond campaign, ahead of the November 3 election. Momentum built across public-facing materials, media partnerships, and digital infrastructure to ensure residents have clear, accessible information as they prepare to vote.

Significant progress continues across three core focus areas:

- **Public Visibility:** Bond materials were made available in both English and Spanish, expanding accessibility for District residents, while a wrapped outreach truck and new billboards at Saticoy and El Rio extended the campaign's physical presence throughout the service area.

- **Stakeholder Engagement:** The department maintained a full slate of city council presentations and community events, ensuring residents across Santa Paula, Oxnard, and the broader Farm Bureau and AWA networks received direct, in-person bond education.

- **Message Consistency:** A sponsored placement in the VC Star's Daily Briefing and continued production of the United Water Bond Documentary reinforced consistent campaign messaging across earned and owned media channels.

July & August Progress and Milestones

- Bond material completed and made available in English and Spanish
- Recognition in local publication for full attendance at all 12 Oxnard National Night Out events
- Video production advanced for the upcoming United Water Bond Documentary
- Sponsorship secured for the VC Star Daily Briefing
- Major website update completed, including updated projects and facilities pages
- Outreach truck wrapped and Measure D billboards installed at Saticoy and El Rio

Upcoming September Initiatives

- Continue Bond Outreach and Presentations
- Organize Community Meetings & Open House
- Advance Water Sustainability Summit Experience Planning
- Support Moonlight Cinema Programming and Lake Piru Off-Season Recreation Programming

Social Media Analytics Brief, Findings and Considerations

United Water Conservation District's social media program continued to expand in both reach and strategic focus in July, with content increasingly centered on Measure D bond education ahead of the November election. Social platforms served as a primary channel for sharing project information, event coverage, and voter-facing resources, supported by the department's continued use of post boosting to extend reach beyond existing followers.

Growth across all United Water platforms reflects rising public engagement with the bond campaign, while Lake Piru platforms maintained strong momentum heading into late-summer recreation season.

United Water Conservation District Social Media Platforms

- Facebook Likes: 921 (Net Increase of 28 Followers)
- Instagram Followers: 354 (Net Increase of 120 Followers)
- LinkedIn Followers: 718 (Net Increase of 28 Followers)
- Nextdoor Interactions: 3,056 Impressions

Lake Piru Social Media Platforms

Facebook Followers: 5,401 (Net Increase of 334 Followers)
Instagram Followers: 3,902 (Net Increase of 369 Followers)

September Posting Plans and Tactics

United Water Conservation District

- Focus content on Measure D bond education, emphasizing the three capital projects and the November 3 ballot timeline
- Use selective post boosting to expand reach of high-value bond content beyond existing followers, targeting audiences within the District's service area
- Prioritize boosted posts that highlight:
    - Community presence and recognition
    - Santa Felicia Dam, Freeman Diversion, and EBB project milestones
    - Bilingual bond materials and voter resources

Lake Piru Recreation Area

- Continue promoting late-summer recreation programming and upcoming Moonlight Cinema screenings
- Highlight the lake as an active, community-oriented destination through event-focused storytelling
- Support event promotion with boosted posts as appropriate to reach regional audiences

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Dr. Maryam Bral, Assistant General Manager

From: Robert Richardson, Engineering Manager

Date: **August 26, 2026 (September 9, 2026, meeting)**

Agenda Item: **4.3 Engineering Department Monthly Report**
Information item

Staff Recommendation:
Receive this summary report from the Engineering Department regarding its activities for June and July 2026, as well as receive a presentation of its highlights. Please refer to the end of the report for a list of acronyms.

Discussion:

Santa Felicia Dam Safety Improvement Project

- A PCSA with DEA was executed in late July to conduct the 2026 Lake Piru Bathymetric Survey for $122,840.

- **Regulatory Compliance:**
  - Staff reviewed the April, May, and June SFD Monthly Inspection data.
  - On June 24, Engineering and Risk Management staff conducted a 2026 EAP Call-Down Drill refresher training and radio check with internal staff. Fifteen (15) external agencies were notified in thirteen (13) minutes.
  - On July 1, staff attended a 4-Hour Dam Safety Training by FERC D2SI RIDM Branch, hosted by NHA Hydro Academy.
  - On July 7, exercising of the 72" BFV and 36" Cone Valves was conducted.
  - The plan and schedule for repairing the drummy concrete areas on the SFD Spillway (with a completion date of December 31) was e-filed with FERC on July 22.
  - On July 16, Engineering and Risk Management staff provided an overview of the EAP to Public Outreach department staff (see **Figure 1**).
  - In July, FERC approved the District's plan and schedule to complete steel thickness testing of the SFD Penstock by December 31.
  - Staff continued to prepare for the annual SFD FERC inspection, confirmed to take place on August 27.

- **Outlet Works Improvement Project:**
  - On June 3, staff conducted an information-sharing meeting with prospective contractor Kiewit (see **Figure 2**) at Santa Felicia Dam to exchange ideas and information regarding the SFD SIP Outlet Works Improvement Project. Discussion also included the Lower Access Road Project (CIP 8065).
  - In late June, staff received a draft Master List of Submittals for the SFD OW Project. Front-End Specification Workshops were conducted in June and July with B&V and GEI to discuss topics including DSOD QA/QC, hydrologic risk during construction, and the liquidated damages calculation for the project.
  - In June, the WR department presented the updated Hydrologic Risk Analysis during construction of the SFD OW project to ESD and Engineering staff.
  - In June and July, staff coordinated with GEI, Cascade Well & Pump Co., and Yellow Jacket Drilling Services on proposed groundwater infiltration testing and monitoring well installation, including a site visit to review the scope of work and receipt of the draft 2026 DPP. Staff then completed internal review of the DPP, met with GEI to discuss the proposed infiltration testing, and e-filed the 2026 DPP with FERC on July 29 before sending it to DSOD on July 30.
  - On July 13, B&V Amendment No. 3 for SFD OW CM and Inspection Services for $840,000 and GEI Amendment No. 2 for SFD OW Bid Phase Services for $1,655,390 were executed.
  - On July 27, staff prepared a first draft of a proposed Project Labor Agreement for the OW Project.
  - ***See Funding Efforts***

- **Spillway Improvement Project**
  - Staff conducted site visits in June and July to discuss options for a new security camera at the SFD Spillway.
  - On July 7, staff attended a site visit with Slater Waterproofing to discuss the Spillway drummy concrete repair work (see **Figure 3**).
  - Throughout July, staff worked with GEI and GFT to review and revise the SFD Watershed Model Calibration TM and updates to the Hydrologic Hazard Assessment TM. Staff received the HEC-HMS watershed model from GEI later in the month.

- *Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.*

Lake Piru Recreation Area FIP

- **LOG Restroom Repair**
  - On June 3, staff conducted a field visit at the LOG Restroom Repair project site with Ghazal to assess the work. Later in the day, the County of Ventura conducted their final plumbing inspection. On June 4, Ghazal provided a letter of completion for the project, and the restroom was cleared for opening and usage. The project's NOC was recorded at the County Recorder's Office on June 21. Engineering staff have been working on a remaining warranty item related to the flooring system.

- **Water Treatment Plant Upgrades**
  - Throughout June and July, staff evaluated alternatives and replacement options for the existing filter vessels. Additionally, staff conducted a review of the BODR, PDR, and sampling plan with Stantec (design consultant) and internal team.

Emergency Services – Flooding

- Throughout June and July, staff reviewed contractor invoices and assisted the Recreation department with project procurement and reviewed proposals from contractors for the SFD Spillway Debris Project. A no-cost change order with Quality Ag was executed on June 17, and Task Order No. 2 with Filippin Engineering for $14k was executed on June 18.

Freeman Diversion Expansion

- On June 18, NMFS submitted an information request, and the technical and consultant teams produced the requested technical information.
- On July 10, staff received a technical memorandum analyzing alternative methods to reface the existing roller compacted concrete diversion and grade stabilization structure.
- In July, staff met with the design team to discuss work items and advance the 60% design completion. Staff met with GEI's electrical and mechanical lead in the field to map existing electrical conduit at the Freeman Diversion.
- *Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.*

Freeman Conveyance System Upgrade – Freeman to Ferro

- **Vineyard Avenue Crossing**
  - On June 8, staff held a meeting with County WPD staff regarding the VAC project, SCR1 Levee, and Ferro basin considerations. On July 7, the project to connect the Saticoy Recharge Facility to the Ferro Basin was advertised via Bid Net Direct. The bid opening was scheduled for August 17. On July 23, a pre-bidding onsite job walk was held with eight (8) contractors in attendance (see **Figure 4**).
  - Final plans were submitted to DWR for the IRWM Prop 1 Round 2 Grant Program on July 1. On July 17, staff provided an executed Environmental Information Form to the Grant Administrator for submission to DWR in support of the IRWM Grant supporting the Groundwater Recharge Capacity

Enhancement Project. The IRWM Prop. 1 Round 2 Progress Report and Invoice #11 were submitted to DWR on July 30. Staff submitted the Project Monitoring Plan to the Grant Administrator on July 31.

OH Pipeline

- In June, staff drafted and reviewed the Annual Water Supply & Demand Assessment, which was submitted to DWR, posted on the District's website, and emailed to OH Users by June 30.
- On June 24, staff held a meeting with Cal Am to discuss their project at Rio Plaza and a request for a temporary construction easement in El Rio.
- On June 24, the UWMP was submitted to DWR and the final UWMP/WSCP documents were posted to the District's website and sent to the CA State Library on June 25. A Notice of Availability was then distributed to regional stakeholders via e-mail on July 1.

OH Well Replacement

- On June 30, a video survey was completed for the post-development condition of Well 17, and the contractor demobilized from the site on July 1. By July 17, closeout activities and review of the final invoice were completed. Engineering and O&M staff met on July 30 to discuss motor protection for the Well 17 equipment replacement.

OHP Iron and Manganese Treatment Facility

- In June and July, staff held multiple Fe/Mn Treatment Programming Update Workshops with RoviSys. RoviSys visited El Rio on July 22 to inspect the VFD Booster prioritization.

Recycled Water

- On June 26, staff received Toro's quarterly Laguna Road Recycled Water Pipeline HDD surveying results for May 2026. All survey points measured were within specifications.
- On July 7, a Recycled Water Coordination Meeting with the City of Oxnard and PVCWD was held. The City provided water to growers on Hueneme Road in the month of June. On July 22, a meeting was held with the City's AWPF Chief Operator to discuss next steps for deliveries to PVCWD. A meeting with PVCWD and Hueneme Road Pipeline customers is pending.

Pumping Trough Pipeline

- In late June, staff reviewed the All-American Drilling Inspection Report for PTP Well No. 2 and discussed pump rehab and well bailing requirements.

PTP Turnout Metering

- Throughout June and July, staff worked on DWR AgWUE Grant closeout items, including invoice reconciliation and progress reports. On July 21, staff received approval from DWR for a time extension to complete final deliverables.

Extraction Barrier and Brackish Water Treatment Project

- Staff held several key meetings with NBVC staff between June and July.
    - On June 10, staff met with the PWO, APWOs, DPWO, RPM, and EV staff at NBVC Point Mugu in preparation for a meeting with leadership the following week.
    - On June 18, staff met with the CO, PWO, CPLO, and EV staff to discuss in-kind services, including a potential IGSA, the FY26 DCIP Grant Opportunity, Phase 1 site control status, and the overall project schedule.
    - On June 25 and July 23, staff participated in Monthly Drumbeat Meetings with NBVC related to the Phase 1 EBB WTP.
- Throughout June and July, staff held meetings with Earth Systems to discuss and coordinate the dig permit for temporary piezometer well installation at NBVC.
- On July 2, staff received the fully executed dig permit for Phase 1A potholing activities from the Utilities & Energy Management Outage Coordinator at NBVC.
- On July 15, a purchase order construction agreement with BGI was executed for waste management and disposal services related to potholing. Staking and utility marking was completed. On July 20, an on-site Phase 1A Potholing Permit Kick-Off Meeting with C Below, BGI, Filippin Engineering, and NBVC UEM staff was held. By July 31, potholing was completed.
- On July 27, TAC Meeting. No. 2 was held between the District, NBVC, FCGMA, LARWQCB, SWRCB, and DDW staff.
- On July 31, an RFP/Q for Constructability Review, Construction Management, and Inspection Services was issued to prospective consultants.
- In July, WR staff prepared the draft Phase 1 MRP/MCP and received input from Engineering staff.
- ***See Funding Efforts.***
- *Please see the Monthly Environmental Services Department Report for updates on the Project's environmental compliance and permitting process.*

Utility Requests

- Throughout June and July, staff continued to respond to various Utility Requests for work that potentially impacts the PTP, PV, and the OH Pipelines:

    - **Costco – City of Camarillo**
        - In June, staff provided submittal review and responded to questions regarding MH shaft installation for the PV Pipeline through the Costco site. In July, staff received and reviewed the Overland Road MH shaft submittal for the PV Pipeline. On July 30, staff met with the City of Camarillo, Toro, and JW Buttler in the field to kick off the MH shaft installation work.

    - **LOSSAN – Leesdale Siding Extension**
        - On June 3, staff received a proposal for engineering design services related to 30-inch pipeline casing extension in two locations of the PTP System that cross the existing railroad as part of the LOSSAN

Leesdale Siding Extension Project. On July 6, a signed Utility Verification – Claim Letter to Owner was issued to LOSSAN and their right-of-way consultant, Monument Row.

- **City of Camarillo**
  - On June 18, the District received correspondence from the City of Camarillo for the Central Ave Bike Path and Camarillo Hills Drain projects and began preparing a response. On July 29, an LAPM Notice to Owner Form was transmitted to the City of Camarillo requesting that the existing blow-off valve to the Camarillo Hills Drain is reattached to the new structure and that the water valve cover is readjusted to the new finish grade.

State Water Interconnection Project

- On July 22, staff met with the City of Ventura Project Manager and design firm Stantec to discuss the State Water Interconnect Project and easements.

Asset Management/CMMS System

- On June 30, an OH Pipeline Leak Detection Inspection Plan was received from HDR.
- On July 16, ARC picked up the last remaining boxes of historical engineering documents for scanning. A final drop-off with deliverables was scheduled for August 10.
- In July, staff met with ESRI to discuss updating authoritative datasets, and staff subsequently drafted an SOP based on their direction.
- On July 23, staff received approval from the City of Oxnard to proceed with Cathodic Protection Testing on the OH Pipeline. Fieldwork is scheduled for September 2026.

Other Departmental Efforts

- **Multi-Jurisdictional Hazard Mitigation Plan**
  - On July 28, staff submitted the draft updated UWCD Annex for 2027 VC MJHMP to VC Consultant, Ganey Science.

- **Artesian Wells**
  - Throughout June and July, staff discussed next steps for addressing artesian well conditions, drafted exhibits, and conferred with a driller regarding potential solutions.

Funding Efforts

- **Santa Felicia Dam**
  - On June 5, staff participated in a meeting with FEMA DC and Foley to discuss the SFD SIP project and a potential funding opportunity. Staff submitted a $20M application for the FEMA BRIC program to support SFD OW Construction. The FEMA BRIC Programmatic and EHP RFI No.1 was submitted on June 29.

- On July 27, staff conducted a meeting with DWR to discuss the DSCR funding opportunity for the OW Improvement Project.

- **Extraction Barrier and Brackish Water Treatment Project**
  - On June 25, staff submitted a $4M FY26 DCIP grant application to the OLDCC.

Professional Development (Conferences, Trainings, Webinars)

- June 4: Staff attended the RDP Regular Meeting where Mr. Alan Jaeger, Chief Technology Officer, Naval Surface Warfare Center, PHD, who gave a presentation on "Regional Robotic Autonomous Systems".
- June 16: Kaili Taniguchi provided an SFD update presentation at the Piru and Fillmore Pumpers Association Meeting.
- June 16: Staff participated in the AWA Water Issues Committee Meeting where Dr. Maryam Bral provided a dam safety briefing.
- July 9: Staff remotely attended the DIR "Public Works Knowledge Series Delivering Education, Insights, and Best Practices for Public Works Professionals" Webinar.
- July 16: Staff attended the ESRI 2026 User Conference in San Diego, CA.
- July 16: Dr. Maryam Bral provide an overview of District's projects at the ACEC-CA Channel Coast Chapter.
- July 28: Staff participated in the Bond Booth Brown Bag meeting.
- July 29: Robert Richardson presented the El Rio WTP and Groundwater Recharge Facility and Kaili Taniguchi presented the SFD SIP project on location to attendees of the Quarterly Tour.



Figure 1 - Senior Engineer Adrian Quiroz presenting an overview of the SFD EAP to the Public Outreach team on July 16, 2026.



Figure 2 - Engineering and O&M staff participated in an SFD SIP information sharing meeting with prospective contractor Kiewit on June 3, 2026.



Figure 3 - Senior Engineer Adrian Quiroz taking measurements during the July 7, 2026 inspection of the SFD Spillway.



Figure 4 - Senior Engineer Nathan Summerville conducting a pre-bid job walk with potential contractors for the VAC project on July 23, 2026.

Acronym Index

Acronym	Definition
AgWUE	Agricultural Water Use Efficiency
All American Drilling	All American Drilling, Inc.
ARC	ARC Document Solutions, Inc.
AWA	Association of Water Agencies
AWPF	Advanced Water Purification Facility
B&V	Black & Veatch
BFV	Butterfly Valve
BGI	Black Gold Industries
BODR	Basis of Design Report
BRIC	Building Resilient Infrastructure and Communities
C Below	C Below, Inc.
Cal Am	California American Water
CIP	Capital Improvement Plan
CM	Construction Manager
CMMS	Computerized Maintenance Management System
CO	Commanding Officer
CPLO	Community Planning Liaison Officer
D2SI	Division of Dam Safety and Inspections
DC	District of Columbia
DCIP	Defense Community Infrastructure Program
DDW	Division of Drinking Water
DEA	David Evans and Associates, Inc.
DPP	Drilling Program Plan
DPWO	Deputy Public Works Officer
DSCR	Dam Safety and Climate Resilience Local Assistance Program
DSOD	Division of Safety of Dams
DWR	California Department of Water Resources
EA	Environmental Assessment
EAP	Emergency Action Plan
EBB	Extraction Barrier and Brackish
EHP	Environmental Planning and Historic Preservation
ESD	Environmental Services Department
ESRI	Environmental Systems Research Institute, Inc.
EV	Environmental (NBVC)
Fe/Mn	Iron and Manganese
FEMA	Federal Emergency Management Agency
FERC	Federal Regulatory Commission
FIP	Facility Improvement Project
GEI	GEI Consultants

GFT	GFT Infrastructure, Inc.
HDD	Horizontal Directional Drilling
HDR	HDR Consultants, Inc.
HEC-HMS	Hydrologic Engineering Center's Hydrologic Modeling System
IGSA	Intergovernmental Support Agreement
IRWM	Integrated Water Management Plan
Kiewit	Kiewit Infrastructure West Company
LAPM	Local Assistance Procedures Manual
LARWQCB	Los Angeles Regional Water Quality Control Board
LOG	Lower Olive Grove
LOSSAN	Los Angeles – San Diego – San Luis Obispo
MH	Manhole
MJHMP	Multi-Jurisdictional Hazard Mitigation Plan
MRP/MCP	Monitoring and Reporting Plan/Monitoring and Contingency Plan
NAVFAC	Naval Facilities Engineering Systems Command
NBVC	Naval Base Ventura County
NEPA	National Environmental Policy Act
NHA	National Hydropower Association
NMFS	National Marine Fisheries Service
NOC	Notice of Completion
OCS	On-Call Services
OH	Oxnard Hueneme
OHP	Oxnard-Hueneme Pipeline
OLDCC	Office of Local Defense Community Cooperation
OW	Outlet Works
PCSA	Professional Consulting Services Agreement
PDR	Preliminary Design Report
PTP	Pumping Trough Pipeline
PV	Pleasant Valley
PVCWD	Pleasant Valley County Water District
PWO	Public Works Officer
QA/QC	Quality Assurance/Quality Control
Quality Ag	Quality Ag, Inc.
RDP	Regional Defense Partnership
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
RIDM	Risk-Informed Decision Making
Riggs & Riggs	Riggs & Riggs, Inc.
RPM	Naval Remedial Project Manager
SCR	Santa Clara River

SFD	Santa Felicia Dam
SIP	Safety Improvement Plan
SOP	Standard Operating Procedure
SWRCB	State Water Resources Control Board
TAC	Technical Advisory Committee
TM	Technical Memorandum
Toro	Toro Enterprises, Inc.
UEM	Utilities and Energy Management Division (NAVFAC)
UWMP	Urban Water Management Plan
VAC	Vineyard Ave Crossing
VC	Ventura County
VFD	Variable Frequency Drive
WPD	Watershed Protection District
WR	Water Resources
WSCP	Water Shortage Contingency Plan
WTP	Water Treatment Plant/Project

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Anthony A. Emmert, Assistant General Manager
Dr. Maryam Bral, Assistant General Manager

From: Marissa Caringella, Environmental Services Manager

Date: **August 24, 2026 (September 9, 2026, meeting)**

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

Staff Recommendation:
Review this staff report from the Environmental Services Department (ES) staff regarding its activities for the months of June and July 2026.

Discussion:

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

Lower Piru Creek Herpetological Monitoring Plan and Arroyo Toad Protection Plan

On June 22 and 23 and July 29 and 30, 2026, ES staff conducted exotic species eradication efforts in the spillway ponds as part of FERC compliance in accordance with the Revised Lower Piru Creek Herpetological Monitoring Plan and Arroyo Toad Protection Plan. A total of 21 bullfrogs and four African clawed frogs were captured between the two events.

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 is required to make certain water releases from the Santa Felicia Dam for steelhead habitat and migration when specific triggers are met. Triggers for habitat water releases are based on cumulative rainfall within the water year. United evaluates whether the trigger is met on the first day of each month, between January and June. Table 1 below presents trigger criteria for each month and minimum required releases if triggers are met. The total precipitation as of February 1, 2026, met the triggers for elevated habitat releases through October 1, 2026; therefore, the minimum required habitat water release between June 1 through October 1, 2026, is nine cubic feet per second.

Table 1. Monthly trigger criteria and required releases from Santa Felicia Dam.

Habitat water release trigger date	Trigger criteria (total cumulative precipitation on trigger date)	Minimum required water release if trigger is met	2026 Measured cumulative precipitation	Actual minimum required habitat water release for month
January 1	4.80 inches	15 cfs	16.53 inches	15 cfs
February 1	8.10 inches	20 cfs	19.84 inches	20 cfs
March 1	12.00 inches	20 cfs	25.64 inches	20 cfs
April 1	14.90 inches	20 cfs	25.64 inches	20 cfs
May 1	16.30 inches	10 cfs	25.64 inches	10 cfs
June 1	17.50 inches	9 cfs*	25.64 inches	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.

NMFS 2008 Biological Opinion Compliance

During the month of June 2026, ES staff completed four snorkel surveys below Santa Felicia Dam to comply with Reasonable and Prudent Alternative 3 of the 2008 Biological Opinion issued by the National Marine Fisheries Service (NMFS) for southern California steelhead (Oncorhynchus mykiss; *O. mykiss*). No *O. mykiss* were observed. Requirements include conducting snorkeling surveys in lower Piru Creek two times per week for four consecutive weeks when a fish is recorded (by the surveillance camera system) moving upstream through the fish ladder at the Freeman Diversion facility. May 12, 2026, was the date of the last fish recorded in the fish ladder at the Freeman Diversion; the June snorkel surveys mark completion of the 2026 requirements.

On July 23, 2026, ES staff filed a status update with FERC regarding the preparation of the Santa Felicia Dam fish passage feasibility studies final project deliverables. ES staff received a request from NMFS and FERC to schedule a meeting of the Fish Passage Science and Technology Panel (FPSTP) prior to the completion of project deliverables. ES staff coordinated with FPSTP members and scheduled a meeting for September 2, 2026.

On October 15, 2025, United Water Conservation District (United) provided a revised draft Lower Piru Creek Habitat Improvement Plan (HIP) for the Santa Felicia Project to the NMFS for review and approval. NMFS' approval is required prior to United filing the HIP with the Federal Energy Regulatory Commission (FERC) for approval. On June 10, 2026, NMFS filed a response with an extensive comment letter and a request for an interagency meeting. On July 16, 2026, FERC filed a letter directing United to file a request for an extension of time by August 16, 2026, and to include an appropriate timeline to address NMFS' comments and requests, hold agency meetings, and revise the HIP.

Lake Piru Recreation Area – Park Services Office Replacement Project Tree Protection Plan

On June 15, 2026, United received a "condition compliance" letter from Ventura County Planning Division, acknowledging that all conditions of the Tree Protection Plan for the 2018 Park Services Office Replacement Project at the Lake Piru Recreation Area have been satisfied and no further annual monitoring reports are required.

Outlet Works Backwatering

During the months of June and July 2026, ES staff supported Engineering and Operations and Maintenance (O&M) staff to address a backwatering issue at the Santa Felicia Dam outlet works. ES staff assisted with project planning and coordination, site assessment, pre-project surveys, and on-site biological monitoring. ES staff also coordinated with Griffith Wildlife Biology (contractors conducting U.S. Fish and Wildlife Service [USFWS] protocol surveys for listed riparian birds) to determine territory boundaries and nesting status of least Bell's vireo (*Vireo bellii pusillus*) on lower Piru Creek. On July 6, 2026, ES staff conducted a snorkel survey of the Santa Felicia Dam outlet works release pool and the lower Piru Creek channel approximately 100 meters downstream. On July 7, 2026, ES staff provided onsite biological monitoring during O&M's work which successfully resolved the backwatering issue. No listed species were observed during pre-project surveys or during project activities.

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

On September 29, 2010, the U.S. Court of Appeals granted United a motion to hold the court case "United Water Conservation District v. FERC" in abeyance and directed United to file status reports every 60 days. United filed the court case to challenge the biological opinion issued by NMFS on FERC's issuance of a license for the Santa Felicia Project. On July 7, 2026, the ninety-fifth status update was filed with the U.S. Court of Appeals for District of Columbia Circuit.

2. Increased State Water Project Imports from Pyramid Lake to Lake Piru

On June 2 and 3, 2026, the U.S. Geological Survey (USGS) completed their final rounds of arroyo toad surveys in middle Piru Creek in support of the future permanent license amendment request to the Department of Water Resources (DWR) and the Los Angeles Department of Water and Power's FERC license for Pyramid Lake to allow increased State Water Project imports from Pyramid Dam to Lake Piru. USGS conducted daytime and nighttime surveys in middle Piru Creek, collected habitat data, deployed acoustic monitoring units to monitor for toads, and collected flow data. USGS has begun data analysis and anticipates delivering a draft report in late 2026.

During the month of July 2026, ES staff coordinated with DWR regarding the draft FERC license temporary variance materials, Clean Water Act Section 401 water quality certification temporary amendment materials, and wildlife agency consultation materials. ES staff will continue to coordinate with DWR to secure the necessary approvals well in advance of the November 2027 delivery window.

3. Petition to Revise Designated Critical Habitat for Southern California Steelhead

On March 20, 2025, United submitted a petition to the Department of Commerce to revise designated critical habitat for southern California steelhead (*O. mykiss*) below Santa Felicia Dam. On July 11, 2025, NMFS published a 90-day finding that United's petition presented substantial scientific information that the petitioned action may be warranted; this initiated a public comment period and one-year formal review. On June 9, 2026, NMFS published a

12-month finding and proposed rule to revise the critical habitat designation under the Endangered Species Act (ESA) for southern California steelhead. NMFS found that the petitioned action is warranted and proposed to remove this reach from the critical habitat designation for southern California steelhead. NMFS found that "The best available science indicates that the Southern California steelhead DPS is not present in the subject reach, it did not occupy the subject reach at the time of listing, the reach does not contain the essential PBFs for Southern California steelhead DPS, nor is it essential for the conservation of the DPS at this time." This finding initiated an additional public comment period; NMFS has until June 9, 2027, to publish the final rule.

4. Freeman Diversion Operations

On June 1, 2026, ES and O&M staff ceased fish ladder operations in accordance with the Wishtoyo Court Order and the 2008 NMFS Biological Opinion, as the end of the steelhead migration season. No *O. mykiss* were observed. During the 2026 steelhead migration season, ES staff developed several new techniques (supplemental water pumps; exclusion panels; drain orifice screening) to reduce stranding risk. These techniques were also successfully utilized during the end-of-season ladder shutdown. During the 2026 steelhead migration season (January 1 – May 31), a total of 11 *O. mykiss* were recorded on the Freeman fish ladder surveillance system, moving upstream within the ladder. A total of 21 adult and 24 juvenile Pacific lamprey were observed in or near the Freeman facility during the 2026 migration season.

During the months of June and July 2026, ES staff continued to support Freeman Diversion operations and maintenance activities by coordinating with Water Resources and O&M staff, coordinating with resource agencies as needed, conducting pre-project surveys, and providing on-site biological monitoring. Specifically, ES staff supported ongoing flushing operations, installation of a permanent pump system to provide supplemental water to the fish ladder, and vegetation control activities.

On June 10, 2026, the California Department of Fish and Wildlife (CDFW) notified United that they will no longer conduct monthly surveys of the Santa Clara River near the Freeman Diversion.

5. Multiple Species Habitat Conservation Plan

Following the January 8, 2026, submittal of the Freeman Diversion Multiple Species Habitat Conservation Plan (MSHCP) under the federal Endangered Species Act, incidental take permit (ITP) applications under the California Endangered Species Act, and notifications of Lake and Streambed Alteration, United continues to communicate with federal and state agencies regarding review and processing of the subject applications. On June 17, 2026, United staff met with NMFS staff to discuss United's MSHCP and the proposed Improved Denil fish passage improvement project. NMFS requested follow-up information, which United compiled and submitted during the months of June and July. Additional follow-up information submittals are anticipated to occur when the 60% engineering design is completed in late August 2026.

On June 9 and July 23, 2026, United management and staff attended a status conference in Judge Carter's court regarding next steps in the Wishtoyo case. United updated the court on progress with NMFS in the review and processing of United's MSHCP submittal for the Improved Denil Project. Wishtoyo and Judge Smith requested further information on the benefits of the Improved Denil Project, which was compiled by staff to be submitted by United's legal counsel in early August 2026.

On June 24, 2026, ES staff assisted a contracted elevation survey team with access and logistics at the Freeman Diversion to collect information to inform the engineering design work regarding the Improved Denil fish passage improvement project.

6. Extraction Barrier and Brackish Water Treatment Project

During the months of June and July 2026, ES staff oversaw the development of the Extraction Barrier and Brackish Water Treatment Project Phase 1 final draft National Environmental Policy Act (NEPA) document. On June 30, 2026, the final draft NEPA document was submitted to the U.S. Navy for review and comment.

7. Sustainable Groundwater Management Act

During the months of June and July, ES staff continued fieldwork in East Grove and lower Sespe Creek in support of resolving biological and hydrologic data gaps on behalf of the Fillmore Piru Basin Groundwater Sustainability Agency. ES staff coordinated with local landowners regarding access in key areas, deployed and maintained ten water level loggers, and collected discharge measurements.

8. Invasive Mussel Management

Throughout the months of June and July 2026, ES staff continued to conduct quagga mussel monitoring activities on Lake Piru, lower Piru Creek, and the spillway pool in accordance with the Quagga Mussel Monitoring and Control Plan (QMMCP). ES staff also continued quagga mussel veliger (larva) sampling in United's lower system and continues to coordinate regularly with Pleasant Valley County Water District.

On July 27, 2026, United received a letter from CDFW requesting that United prepare and submit a revised Mussel Management and Control Plan to be inclusive of all species of invasive mussels (i.e., quagga, zebra, and golden mussels). The revised plan is due to CDFW by September 30, 2027.

On June 11, 2026, ES staff attended the Association of California Water Agencies (ACWA) Golden Mussels Working Group meeting. Discussion focused on updating amendments to AB 1772 (Fish and Wildlife Invasive Mussels).

9. Grant Efforts

On June 5, 2026, the Grant Task Force (GTF) submitted a sub application to the California Governor's Office of Emergency Services (Cal OES) under the Building Resilient

Infrastructure and Communities grant program, which is administered by the Federal Emergency Management Agency. The application covered the Santa Felicia Dam Safety Improvement Project (Outlet Works Project) and requested $20 million.

During the month of July 2026, ES staff coordinated with GTF, Channel Islands Restoration, and the U.S. Forest Service to develop an application for a funding opportunity through the Bureau of Reclamation's WaterSMART Enhancing Water Resources grant program to complete invasive vegetation removal activities upstream of Lake Piru. The application is due on September 9, 2026.

10. Miscellaneous

During the months of June and July 2026, ES staff supported the General Manager in legislative efforts, including attending meetings and reviewing state and federal bills.

During the months of June and July 2026, ES staff reviewed documents from CDFW and the California Fish and Game Commission received in response to Public Records Act Requests for information on *O. mykiss*.

On June 2, 2026, ES staff attended a California Special Districts Association Roundtable Discussion event with Congressman Salud Carbajal's staff and several other local special districts.

On June 16, 2026, Stillwater Sciences submitted a manuscript for peer-review and publication in the Ecological Applications journal for the smolt agent-based migration (ABM) model.

On June 23, 2026, ES staff attended the monthly safety meeting.

On June 24, 2026, Brandon Hopper submitted his resignation as part-time Environmental Services Field Assistant, in order to pursue a graduate degree out-of-the area. His last day of work was July 30, 2026. On July 15, 2026, Sydney Riedel submitted her resignation as part-time Environmental Services Field Assistant, in order to pursue a full-time employment opportunity. Her last day of work was July 30, 2026. ES is currently recruiting new part-time Field Assistants.

On June 25, 2026, ES staff attended the Santa Clara River Watershed Committee meeting and the Executive Committee meeting.

During the month of July 2026, ES staff joined the USFWS for arroyo toad surveys throughout the Santa Clara River Watershed.

During the week of July 13, 2026, ES staff reviewed a biological resources report for the Vineyard Avenue Acres Mutual Water Company Consolidation project and provided comments. The project may connect to the OH Pipeline.

On July 14, 2026, USFWS and NMFS published in the Federal Register a final rule rescinding the regulatory definition of “harm” in their ESA regulations.

On July 17, 2026, ES, Water Resources, and O&M staff participated in the 2026 Kids STEM Day in Santa Paula.

On July 21, 2026, ES staff attended a presentation by the Executive Director of the Museum of Ventura County on the history of Ventura County.

On July 21, 2026, ES staff attended the AWA Water Issues Committee Meeting, which included a presentation on United’s upcoming bond measure.

On July 29, 2026, ES staff submitted a comment letter in response to the National Oceanic and Atmospheric Administration’s Federal Register notice and solicitation for comments on their evaluation of the California Coastal Management Program.

On July 29, 2026, ES staff participated in the Quarterly Tour.

On July 30, 2026, ES staff participated in a training session with ESRI staff alongside Engineering and Water Resources staff.

On July 31, 2026, ES staff attended the Southern California Water Coalition Quarterly Luncheon.

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Dr. Maryam Bral, Assistant General Manager

From: Craig Morgan, Chief Operations Officer
Randy Castañeda, Operations Supervisor - Water Treatment
Ed Reese, Control Systems Supervisor
J.D. Smallwood, Operations Supervisor - Water Distribution

Date: **August 24, 2026 (September 9, 2026, meeting)**

Agenda Item: **4.5 Operations and Maintenance Department Monthly Report**
Information item

Staff Recommendation:
Receive this summary report from the Operations and Maintenance Department regarding its activities for July 2026, as well as a presentation of its highlights.

1. **Major Facilities Update**
   - **Santa Felicia Dam**
     - On July 1, 2026, Lake Piru level was 1052.10' (% storage). On July 31, 2026, Lake Piru level was 1051.55'.
     - Santa Felicia Dam outflows varied between 19 cfs and 25 cfs as releases were adjusted to match incoming flows in accordance with applicable water rights requirements.
     - SFD's monthly inspection for July was completed and submitted to Engineering for review.
     - Quality Ag and T&T Crane completed the spillway cleanup efforts on July 1, with the work focused on removing accumulated debris and maintaining the spillway in proper operating condition.
     - Low-flow backup concerns were alleviated on July 7 following the removal of accumulated cobble debris located immediately downstream of the penstock, restoring improved flow conditions in the area.
     - Shade Farm Management completed the wood-chipping activities at the Piru Spreading Grounds on July 16, marking the full completion of the Lake Piru Debris Removal Project and concluding the remaining site restoration efforts associated with the project.
     - Miscellaneous maintenance tasks, including painting the spillway bridge guardrail and parapet wall and cleaning and pressure washing the penstock

area, were completed to help maintain the facility in a clean, neat, and orderly condition.

- **Freeman Diversion, Saticoy, and El Rio Recharge Facilities**
  - Various maintenance activities and inspections were conducted throughout the Saticoy Facility, ensuring reliable water diversions.
  - Staff performed routine screen bay maintenance between sediment flush operations to ensure continued functionality and reliable system performance.
  - Staff have been discing the tops of ponds for weed abatement, rodent control, and overall site appearance.
  - Sediment flush operations were conducted at the Freeman Diversion in response to sediment impoundment on the approach channel throughout July.
  - Latitude Surveying was onsite on July 8 to collect survey control points around the Freeman Diversion in support of the Freeman Expansion Project and ongoing engineering efforts at the facility.
  - Repairs and painting of the Saticoy Pond staff gauge were completed during the period of low-flow conditions, restoring the gauge and improving its visibility and functionality for ongoing water level monitoring.
  - Utilizing District-owned heavy equipment, staff completed debris removal and maintenance activities throughout various debris basins and canals in preparation for the upcoming winter season and to help ensure adequate conveyance capacity during storm events.
  - In-house fabricated perforated microscreen building doors were installed to improve airflow and reduce humidity levels within the building, helping to protect equipment and maintain a more suitable operating environment.
  - R&B Automation was onsite on July 8 to collect measurements for the rollergate and perform inspections of all major gates, allowing staff to evaluate existing gate conditions and identify any necessary maintenance or repair needs. No major issues were observed.
  - A new traveling water screen #2 was installed at the Microscreen Facility on July 14 to replace the existing dated and worn screen with the same make and model used throughout the facility, while staff also took advantage of the dry conditions to proactively inspect the facility and complete necessary maintenance in preparation for the upcoming wet winter season.
  - Staff fabricated and installed a new backwash pump mounting bracket for Microscreen #2, improving the reliability and support of the backwash system.
  - The quarterly Freeman Diversion facility tour was held on July 29.
  - A new water tank for the polymer injection system was installed on July 31 after an inspection identified deterioration and corrosion of the existing metal tank, as well as deficiencies with the supporting concrete foundation. Staff proactively replaced the existing tank with a more durable plastic irrigation-style tank, installed new plumbing, and repaired the concrete foundation below the tank to improve overall system reliability and minimize the potential for

operational issues during the upcoming wet winter season, supporting the District's ability to divert sediment-laden stormwater during periods of elevated flows effectively.
- In coordination with the Water Resources Department, staff performed flow measurements at various canal locations to verify the accuracy of existing flow-measuring devices and ensure reliable flow data in anticipation of the upcoming Conservation Release.
- Static groundwater levels (distance to water - from the well pad to the water table):

Facility	2026*	2025	2024	2023
Saticoy	46'	66'	37'	25'
El Rio	55'	72'	64'	74'
PTP	52'-97'	62'-102'	56'-100'	27'-95'

* *Static groundwater levels are typically recorded in the last week of the month. This table represents data in the month of July.*

- **Oxnard Hueneme Delivery System**
  - El Rio staff worked on troubleshooting issues with the OH electric booster pump controls.
  - El Rio operators replaced defective plastic tubing that supplies CL2 gas to the chlorination process.
  - El Rio operators assisted the contractor (PumpMan, Inc.) to install the refurbished pump for Gas Eng. 4.
  - El Rio operators replaced a faulty pump/motor assembly for the OH Well Field North Header turbidimeter.
  - El Rio staff installed an overhauled motor at OH Well 19 and tested it for proper functionality.
  - Met with PHWA management to discuss possible tie-ins to UWCD – OH Pipeline or Mugu lateral.
  - El Rio operators supported Travis Ag. Construction as they exposed and blind flanged a leaking 24" isolation valve that once served the Settling Basin- to OH Pipeline connection.
  - El Rio operators isolated the Ocean View lateral, per City of Oxnard's maintenance activities.

- **Pleasant Valley County Water District**
  - Demand was met primarily with surface water from the Freeman Diversion.
  - UWCD staff met with contractors to discuss details for manhole vault installations near new Costco site.

- **Pumping Trough Pipeline**
  - Shut down and drained the lower end of the PTP System to allow for new turnout isolation valve replacements along Etting and Hailes Rds.
  - El Rio operators conducted quarterly sand testing of the PTP Wells.
  - El Rio operators made miscellaneous repairs to the NaOCl injection system at the PTP Reservoir.
  - UWCD staff with City of Oxnard water management team to discuss upcoming Recycle Water-to-PTP System testing.

- **Control Systems**
  - Conducted Ignition Brown Bag session.
  - El Rio Spare Analyzer in the new shop has been integrated into SCADA.
  - El Rio Control Room Electrical Upgrade for TS completed.
  - Saticoy Datacenter Container has been moved to its permanent location.
  - Initiated and concluded the SFD Dam Crest Network Outage Incident with a successful restoration of communications.
  - Power to El Rio facility has been restored after a significant infrastructure equipment failure.
  - SFD Tunnel Lights repair completed.
  - El Rio Control Room power infrastructure upgrade completed.

- **Lake Piru Water Treatment Plant**
  - All the chlorine residuals and turbidity readings for the Lake Piru Water Treatment Plant (LPWTP) were within proper ranges in July.
  - Monthly pH, turbidity, and coliform samples were obtained from the treatment plant as part of the Long-Term 2 Enhanced Surface Water Treatment Rule compliance monitoring. The results were favorable, with another passing grade.

2. Operations and Maintenance Treatment Compliance Projects Update

- Completed monthly OH SWTR report and emailed to DDW and OH customers.
- Performed monthly inspections of OH Clear Wells.
- Updated quarterly picture and data files of OH, PTP, Saticoy Wells per FCGMA compliance.
- Obtained monthly static water levels for OH, PTP, Saticoy Wells.
- Completed safety documentation compilation and emailed them to Cal Osha - Los Angeles office.
- Completed quarterly PTP/PV NPDES reports and emailed them to LARWQB.
- Conducted monthly test startups of El Rio and PTP emergency generators.

3. Safety and Training

- Performed monthly calibrations of EL Rio CL2, NH3, and natural gas leak detectors.

- El Rio staff went through annual hearing tests at UWCD HQ.

Attachment:
Operation Log for July 2026

OPERATIONS LOG v 10/7/21

ATTACHMENT

DATE	SANTA FELICIA DAM								FREEMAN DIVERSION**					RECHARGE					IRRIGATION						O-H	
	SFD El.	Stor.	Surface	Evap.	Inflow Balance	Outflow USGS	Hydro	Rain 106E	River	Diverted	Fish*** Facility	Bypass Channel	Crest	El Rio	Saticoy Facility		Noble/ Rose	Piru	T.I.D.	P.T.P.	PVCWD		L.P.	Saticoy Wells	Total	Cl2
	Ft.	A/F	Acres	Inches	Av. CFS	Av. CFS	Kw	Inches	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Av. CFS	Misc CFS†	Weir CFS	Av. CFS	Av. CFS	A/F	A/F	A/F	%	A/F	A/F	A/F	Lbs.
A/F*		77033			118,962	66,864		26.52	333,677	88,997	29,486	41,620		35,756	44389		10647	0.0	9,163	3,504	6,048		0.0	311	7,290	68,757
7/1/26	1052.08	77021	1185	0.224	25	25.3	0	0.00	77	70	7.3	0	0	36.85	0	14.12	0	0.0	36.3	8.6	27.7	0.20	0.0	0.0	33.9	406
7/2/26	1052.05	76985	1184	0.238	13	25.2	0	0.00	75	68	7.3	0	0	38.72	2	14.11	0	0.0	26.9	5.9	21.0	0.16	0.0	0.0	32.7	370
7/3/26	1052.04	76973	1184	0.210	24	25.3	0	0.00	71	64	7.3	0	0	31.61	1	13.23	0	0.0	34.8	6.9	27.9	0.22	0.0	0.0	33.4	286
7/4/26	1052.01	76938	1184	0.294	15	25.3	0	0.00	73	66	7.3	0	0	40.44	2	12.07	0	0.0	22.8	5.3	17.5	0.13	0.0	0.0	28.8	247
7/5/26	1052.01	76938	1184	0.294	33	25.3	0	0.00	80	72	7.3	0	0	50.66	2	12.39	0	0.0	15.2	14.7	0.5	0.00	0.0	0.0	25.6	200
7/6/26	1051.99	76914	1184	0.278	20	25.3	0	0.00	81	74	7.3	0	0	55.7	-1	13.16	0	0.0	11.6	11.0	0.6	0.00	0.0	0.0	32.0	242
7/7/26	1051.93	76843	1183	0.278	-4	25.3	0	0.00	72	64	7.3	0	0	31.24	-1	11.02	0	0.0	44.9	6.6	38.3	0.30	0.0	0.0	32.8	300
7/8/26	1051.91	76819	1183	0.301	17	21.3	0	0.00	63	43	5.7	9.7	4.3	24.83	-12	9.54	0	0.0	41.7	3.2	38.5	0.45	0.0	0.7	33.5	330
7/9/26	1051.89	76796	1183	0.330	18	21.1	0	0.00	62	54	7.3	0	0	28.49	4	0	0	0.0	43.7	6.2	37.5	0.35	0.0	0.0	32.6	330
7/10/26	1051.87	76772	1183	0.260	16	21.2	0	0.00	59	52	7.3	0	0	29	-3	0	0	0.0	50.8	17.4	33.4	0.33	0.0	0.0	32.6	280
7/11/26	1051.84	76736	1183	0.321	11	21.2	0	0.00	60	53	7.3	0	0	27.94	0	0	0	0.0	50.1	10.2	39.9	0.38	0.0	0.0	29.3	226
7/12/26	1051.84	76736	1183	0.299	29	21.1	0	0.00	68	59	8.1	0	0	49.88	6	0	0	0.0	7.8	4.3	3.5	0.03	0.0	0.0	27.3	212
7/13/26	1051.82	76713	1182	0.287	17	21.1	0	0.00	75	64	10.7	0	0	47.58	-50	68.23	12.02	0.0	6.7	6.5	0.2	0.00	0.0	10.2	34.1	258
7/14/26	1051.81	76701	1182	0.264	22	21.2	0	0.00	68	57	10.7	0	0	9.33	5	50.71	0	0.0	0.0	8.4	0.0	0.00	0.0	16.5	33.5	329
7/15/26	1051.81	76701	1182	0.294	29	21.2	0	0.00	61	50	10.7	0	0	19.15	12	0	0	0.0	54.4	5.6	48.8	0.49	0.0	16.3	37.7	394
7/16/26	1051.77	76654	1182	0.350	6	21.1	0	0.00	57	46	10.7	0	0	14.6	3	0	0	0.0	71.7	16.4	55.3	0.61	0.0	15.9	37.3	379
7/17/26	1051.44	76264	1179	0.290	-169	21.1	0	0.00	51	40	10.7	0	0	24.44	-6	8.66	0	0.0	41.0	5.1	35.9	0.46	0.0	15.9	38.3	314
7/18/26	1051.74	76618	1182	0.282	207	21.1	0	0.00	52	41	10.7	0	0	21.82	-8	10.21	0	0.0	49.6	8.2	41.4	0.51	0.0	15.9	42.0	314
7/19/26	1051.71	76583	1181	0.328	12	21.1	0	0.00	60	50	10.7	0	0	39.55	-5	15.43	0	0.0	14.5	14.3	0.2	0.00	0.0	15.9	33.3	260
7/20/26	1051.69	76559	1181	0.326	17	21.1	0	0.00	63	53	10.7	0	0	35.95	4	0	0	0.0	41.1	9.8	31.3	0.30	0.0	16.0	38.6	288
7/21/26	1051.67	76535	1181	0.303	17	21.1	0	0.00	59	48	10.7	0	0	24.94	3	0	0	0.0	46.0	7.7	38.3	0.40	0.0	5.8	38.1	278
7/22/26	1051.65	76512	1181	0.308	17	21.1	0	0.00	54	43	10.7	0	0	24.82	-2	0	0	0.0	39.9	11.2	28.7	0.34	0.0	0.0	40.9	401
7/23/26	1051.63	76488	1181	0.330	17	21.1	0	0.00	51	41	10.7	0	0	17.62	-3	0	0	0.0	52.0	10.8	41.2	0.51	0.0	0.6	41.6	430
7/24/26	1051.61	76464	1181	0.298	16	21.1	0	0.00	49	38	10.7	0	0	17.06	-3	0	0	0.0	49.0	7.8	41.2	0.54	0.0	0.0	36.8	319
7/25/26	1051.68	76547	1181	0.294	70	21.1	0	0.00	52	41	10.7	0	0	11.16	-1	0	0	0.0	61.8	8.8	53.0	0.65	0.0	0.0	34.1	251
7/26/26	1051.61	76464	1181	0.295	-13	21.1	0	0.00	57	46	10.7	0	0	33.74	1	5.43	0	0.0	10.4	8.7	1.7	0.02	0.0	0.0	29.6	232
7/27/26	1051.54	76382	1180	0.274	-14	21.1	0	0.00	58	48	10.7	0	0	24.36	-4	6.89	0	0.0	40.4	10.8	29.6	0.31	0.0	0.0	37.1	262
7/28/26	1051.56	76405	1180	0.333	41	21.1	0	0.00	51	41	10.7	0	0	25.16	-3	0	0	0.0	36.7	8.2	28.5	0.35	0.0	0.0	33.3	364
7/29/26	1051.49	76323	1179	0.293	-13	21.1	0	0.00	47	36	10.6	0	0	19.62	-8	0	0	0.0	48.4	6.3	42.1	0.59	0.0	0.0	35.7	379
7/30/26	1051.47	76299	1179	0.320	17	21.1	0	0.00	47	36	10.7	0	0	0.1	6	0	0	0.0	59.2	4.9	54.3	0.76	0.0	0.0	35.0	398
7/31/26	1051.44	76264	1179	0.326	12	21.1	0	0.00	44	33	10.5	0	0	11.24	-4	0	0	0.0	51.9	22.0	29.9	0.45	0.0	0.0	35.1	283
TOTAL CFS					522	684		0.00	1895	1591	290	10	4	868	-63	265	12	0.0								
AVERAGE CFS					17	22			61	51	9	0	0	28	-2	9	0	0.0								
TOTAL A/F					1034	1354			3751	3150	574	19	9	1718	-125	525	24	0.0	1161	282	888		0	129.7	1067	9562
MONTHLY REVENUE TO DATE (approx.)							$0	K																		
AVERAGE A/F					33	44			121	102	19	1	0	55	-4	17	1	0.0	37	9	29	32%	0	4.2	34	308
WATER YEAR TOTALS A/F					119,997	68,218		26.52	337,428	92,146	30,060	41,639	9	37,474	44,789		10,670	0.0	10,324	3,786	6,935		0	440	8,356	78,319

* Input total A/F previous month

** Daily averages imported from Ranch Systems

***Fish facility flows include Denil fishladder, aux pipe and smolt bypass pipe

† Includes Ponds A, C, E, and I overflows, temporary storage in the desilting basin and Pond B, JLB diversions, losses between meters. Negatives mean prior storage from pond B or desilting basin is discharging to other metered sources.

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

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

From: Bernard Riedel Jr., Senior Park Ranger

Date: **August 20, 2026 (September 9, 2026, meeting)**

Agenda Item: 4.6 Recreation Department Monthly Report
Information Item

Staff Recommendation:
Review this monthly report from the Recreation Department of its activities for June and July 2026, as well as receive a verbal presentation of its highlights.

Discussion:
The summer season is in full swing. LPRA staff were busy ensuring the summer crowds at Lake Piru had a safe and enjoyable experience.

Staff Tasks and Activity Highlights

- **June 13**: Movie in the Park.
- **June 20**: Family fishing clinic, Smores and Stories, National Bass West night fishing tournament.
- **June 22-26**: BMI repaired marina damage.
- **June 27**: Family fishing clinic, Twilight Fishing.
- **July 11**: Smores and Stories, Movie in the Park.
- **July 13, 14**: Rangers facilitated two separate small film productions.
- **July 18:** Smores and Stories, National Bass West night fishing tournament.
- **July 21**: Worked with the Outreach Manager on the final edits to the new LPRA map.
- **July 25**: Family fishing clinic, Twilight Fishing, Movie in the Park.

Staff Training/Meetings/Events

- **June 17:** Ranger staff assisted Environmental Services staff in assessing UWCD owned property for Arundo removal.
- **June 26:** Ranger Groeneveld renewed his EMT certification. Ranger Groeneveld also secured his Water Treatment Operator Grade 2 (T2) and Water Distribution Operator Grade 2 (D2) certifications, which will allow him to assist with the operations at the water treatment plant.

2026 Day Use/Other Revenue Recap and Comparison	
2026 Day Use/Other Revenue (Jan 1 – July 31)	$538,426
2026 Boat Rental Revenue (Jan 1 – July 31)	$102,805
2025 Day Use/Other Revenue (Jan 1 – July 31)	$406,024
Total Revenue Increase/Decrease from Prior Year	**$132,402**
Annual Increase/Decrease %	**33%**
2026 Camping Revenue (Jan 1 – July 31)	$317,330
2025 Camping Revenue (Jan 1 – July 31)	$279,605
Total Revenue Increase/Decrease from Prior Year	**$37,725**
Annual Increase/Decrease in %	**13%**
2026 All Revenue (Jan 1 – July 31)	$855,756
2025 All Revenue (Jan 1 – July 31)	$685,629
Total Revenue Increase from Prior Year	**$170,127**
Annual Increase/Decrease in %	**25%**

* *It should be noted that the above figures have not been verified by the District's Finance Department.*

2026 Total Visitation Figures				
Month	**# People**	**# Vehicles**	**# Vessels**	**Pets**
January	2,208	1,063	151	8
February	2,733	1,188	167	3
March	6,368	2,551	476	2
April	8,654	3,554	434	1
May	12,479	3,540	644	4
June	14,672	4,014	774	9
July	16,610	4,952	875	13
Total	**63,724**	**20,862**	**3,521**	**40**

Citations/Enforcement Summary

- Throughout June and July, no citations were issued for violations of District Ordinance 15 or for violations of the California Penal Code of the California Harbors and Navigation Code. It should be noted that Ranger staff issued verbal warnings for violations of District ordinances and state laws.

Incidents

- **June 12**: Ventura County Sheriff's Office executed a search warrant on a customer residing in the Olive Grove Campground. The search resulted in the seizure of several loaded firearms, as well as large quantities of a controlled substance.
- **July 5**: Ranger staff responded to a medical incident that occurred on the water. A guest fell off his vessel and broke his leg above the knee. The patient was transported to a nearby hospital. No further incident.

- **July 5**: Ranger staff responded to a medical incident involving a seizure patient in the Olive Grove campground. The patient was transported to a nearby hospital. No further incident.

Grants

- Nothing to report.

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Dr. Maryam Bral, Assistant General Manager

From: Dr. Bram Sercu, Water Resources Supervisor
Dr. Jason Sun, Supervisory Water Resources Engineer

Date: **August 21, 2026 (For September 9, 2026, meeting)**

Agenda Item: 4.7 **Water Resources Department Monthly Report and Update on Activities of Local Groundwater Sustainability Agencies**
Information Item

Staff Recommendation:

Receive a report on Water Resources Department activities for the months of July and August 2026, including a summary of the activities of the Santa Paula Basin Technical Advisory Committee and three local Groundwater Sustainability Agencies (GSA): Fox Canyon Groundwater Management Agency (FCGMA), Fillmore and Piru Basins GSA (FPBGSA), and Mound Basin GSA (MBGSA).

Discussion:

Staff Activities

Notable activities conducted by staff included the following:

- Groundwater Modeling:
  - Staff are updating the density-dependent solute transport model for the EBB project.
  - Staff are preparing a modeling analysis document for FCGMA as part of the EBB project submittal package.
  - Staff completed the Coastal Plain Model update.
  - Staff are conducting GSP modeling simulations for FPBGSA.
  - Staff are preparing documentation for the FPBGSA groundwater model report.
  - Staff are reviewing model calibration in the West Las Posas area.
  - Staff are developing in-house tools to support model review and data extraction.

- Water Resources:
  - Staff interviewed four candidates for the Water Resources Technician position
  - Staff completed field work and finalized evaluations of artesian well conditions in the coastal Oxnard Plain.
  - Staff participated in a coordination meeting with Santa Clarita Valley Water Agency (SCV Water), Los Angeles Regional Water Quality Control Board and California State Water Resources Control Board, Division of Drinking Water (DDW) regarding the Chiquita Canyon Landfill elevated temperature landfill event and continues to coordinate a response with SCV Water.
  - Staff worked with IT to further United's Data Foundation Initiative Project, including developing a database and dashboard for the EBB Phase 1 project data.
  - Staff participated in interview sessions with Jeff Crider to provide information related to United's history and operations.
  - Staff coordinated with admin to post the Annual Water Supply and Demand Assessment (AWSDA) on the District's website and notified the OH users.
- Hydrology:
  - Staff is reviewing DWR charges for storage and release of flood flows from Castaic Lake for the years 2019-2026.
  - Staff met with DWR and the Castaic Lake Downstream Water Users to discuss renewal of the 1978 Castaic Flood Flow Storage Agreement.
  - Staff planned and coordinated the 2026 conservation release.
  - Staff reviewed and updated the Vineyard Ave Crossing Monitoring Plan and discussed flow monitoring options.
  - Staff measured diversion rates and river discharge at various locations in the river to support operations and compliance efforts.
  - Staff are coordinating with San Luis Obispo County Flood Control and Water Conservation District (SLOCFCWCD) and Ventura County Watershed Protection District to enter into a State Water transfer agreement with SLOCFCWCD for 2026.
  - Staff discussed future opportunities for State Water transfers with other State Water Contractors.
  - Staff are exploring water banking opportunities with Antelope Valley-East Kern Water Agency (AVEK)

- Staff updated the hydrological risk assessment to support the SFD SIP Outlet Works construction project.
- Staff reviewed and commented on GEI's HEC-HMS model calibration report for the SFD SIP.
- Staff reviewed and commented on GEI's Hydrological Hazard Assessment report for the SFD SIP.
- Staff reviewed and updated simulations of diversion operations to support Freeman Diversion HCP efforts.
- Staff planned and attended the ESRI training in coordination with ENG and ES staff.
- Staff are continuing to evaluate use alternatives for Rose basin.
- Staff are coordinating real-time access to PTP turnout metering data (flows and conductivity) for the PTP users.
- Staff evaluated and summarized the PTP metering project benefits to assist with the PTP grant closeout.
- Staff are updating the District Surface Water Distribution Model.

- Hydrogeology:
  - Staff participated in the planning and execution of the EBB Phase 1 Project at Navy Base Ventura County (NBVC) Point Mugu, including the following activities:
    - Review and evaluate monitoring data collected to date.
    - Development of a Monitoring and Reporting Plan (MRP) for the Prop 1 Grant deliverable.
    - Coordination and presentation of MRP outline at the TAC meeting
    - Evaluated and quantified optimal pumping rates for EBB Phase 1 wells.
    - Prop 1 Grant bi-weekly check-in calls with DFA.
    - Development of a Monitoring and Contingency Plan (MCP) to support well permitting and coordination with FCGMA.
    - Reviewed and revised EBB NEPA Final Draft Environmental Assessment.
    - Researched geophysical data collection to support the project.
    - Compiled available land subsidence data and sources.
  - Staff reviewed the El Rio Well 17 redevelopment report.

- Staff are preparing a work plan for a groundwater transport study at the Saticoy Recharge Facility and met with DDW to receive their feedback on the tracer testing.
- Staff conducted routine collection of groundwater elevation and quality data throughout the District's service area, followed by quality control, analysis, and reporting activities required to support water resources management by United and other entities within our service area.
- Staff are working on implementation of Field Maps for electronic groundwater data collection.
- Staff cleaned out the department storage unit at Saticoy for mold remediation and subsequent re-organization.

- Outreach and Education:
  - GRA Groundwater 101 Week, July 14-18 (5 webinars)
  - Intera Webinar "Applying Multi-Objective Optimization to Groundwater Resource Management", July 28
  - GRACast "Lessons Learned over 25 Yrs of Subsidence Management", August 12
  - ESRI Users Conference, July 13-15, San Diego
  - Kids STEM Day, July 17, Santa Paula
  - AWA Water Issues Committee Meeting, July 21
  - District Quarterly Tour, July 29
  - SCWC Quarterly Luncheon, July 31, Northridge
  - Ventura County Fair, July 31 – August 9
  - National Night Out, August 4, Oxnard
  - CSUN Center for Geospatial Science and Technology tour of Freeman Diversion, August 7
  - 2026 UCANR Irrigation and Nutrient Management Meeting, August 19, Oxnard
  - California Water Plan Advisory Committee Meeting, August 25-26, Alhambra

Fox Canyon Groundwater Management Agency

Notable activities include:

- Staff prepared and submitted a request to receive an adjusted allocation for the PTP system.
- Staff held two monthly coordination meetings with the FCGMA staff to discuss the Monitoring and Contingency Plan submittal for the EBB project, the District's

request for an adjusted in-lieu allocation for the PTP wells for WY 2027 and ongoing coordination regarding allocation transfers and accounting for the District's extraction facilities.

Staff also attended the FCGMA Board meeting on July 22, which included the following notable agenda topics:

- The Board adopted Resolution No. 2026-03, A Resolution Setting Tiered Groundwater Surcharge Rates to be based on Calleguas Municipal Water District's Rates to Import Water.
- The Board directed the Agency staff to continue collecting Groundwater Extraction Management Enforcement Surcharge (GEMES) fees at a rate of $20.00 per acre-foot.
- During a public hearing the Agency staff provided an annual informational report on the status of the Agency's vacancies, recruitment, and retention efforts pursuant to Assembly Bill 2561. Two internal promotions and one new hire for a staff engineer were announced.
- The Board adopted Resolution No. 2026-04 directing the Fox Canyon Groundwater Management Agency staff to collect $24.00 per Acre-Foot of groundwater extracted for the Fiscal Year 2026-27 Sustainability Fee (down from $29.00 for the prior Fiscal Year).
- The Board received a presentation on the Agency's collaboration with Calleguas Municipal Water District (CMWD) and other stakeholders to examine options for a regional desalter project and authorized the Executive Officer to make changes as necessary and execute a financial contribution agreement with CMWD in the amount of $100,000 for completion of a Regional Desalter Feasibility Study for the eastern Las Posas Valley Basin.
- The Board adopted the Fiscal Year 2026-27 Las Posas Valley Watermaster Budget, including a $57.50 Basin Assessment for Water Year 2026; a $14.38 and a $41.50 Basin Assessment for Basin Optimization Projects for water right holders within UWCD's and CMWD's service areas, respectively, both for Water Year 2026.

Fillmore and Piru Basins Groundwater Sustainability Agency

Notable activities include:

- Discussed FPBGSA needs for District support Executive Director Emmert.
- Staff reviewed the East Grove GDE Aquatic Study Plan.

Staff also attended the FPBGSA Board meeting on August 20, which included the following notable agenda topics:

- Updates included discussion of the Prop 4 Sustainable Groundwater Management Grant funding opportunities for 2027.
- District staff provided a presentation on the Santa Clara River watershed resources and District operations for WY 2026 and the upcoming WY2027.

- The Board approved task orders with Stillwater Sciences and the District for technical and planning support services for the FY 2026-2027 period.
- The Board adopted a motion to join the Santa Clara River Watershed Committee as a member agency.

Mound Basin Groundwater Sustainability Agency

Notable activities include:

- Staff reviewed and submitted comments on the Draft Groundwater Sustainability Plan Periodic Evaluation.

Staff attended the MPBGSA Board meeting on June 22, which included the following notable agenda topics:

- The Board held a workshop to receive a presentation on the Draft GSP Periodic Evaluation. The presentation highlighted that the basin is in balance and that pumping from the deep principal aquifers does not affect surface water.

Santa Paula Basin Technical Advisory Committee (TAC)

No notable staff activities.

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Anthony A. Emmert, Assistant General Manager
Dr. Maryam Bral, Assistant General Manager

From: Adrian Quiroz, Senior Engineer

Date: **September 3, 2026 (September 9, 2026, Meeting)**

Agenda Item: **5.1 A Resolution Determining that the Rancho Temescal Property Acquisition Project and Authorizing the General Manager to Execute Associated Vacant Land Purchase Agreement and Associated Escrow Documents {collectively, the "Project") is Exempt from the Provisions of the California Environmental Quality Act ("CEQA") under CEQA Guidelines Sections 15061 (b)(3) and 15301, and Approving the Project**
Motion

Staff Recommendation:
Staff recommend that the Board of Directors adopt a resolution (1) determining that the Rancho Temescal Property Acquisition Project, including Authorization of the General Manager to Execute the associated Vacant Land Purchase Agreement and associated escrow documents (collectively, the "Project"), is exempt from the provisions of the California Environmental Quality Act ("CEQA") under CEQA Guidelines Sections 15061 (b)(3) and 15301, and (2) approving the Project. The resolution would also authorize the General Manager to execute the Vacant Land Purchase Agreement and associated escrow documents.

Background:
The property being considered for purchase is located on the east side of Lake Piru in Ventura County and consists of approximately 1,378 acres of vacant, open-space land. The proposed acquisition includes the Assessor's Parcel Numbers 016-0-200-050, 016-0-200-080, and 016-0-210-040, together with a portion of Assessor's Parcel Number 016-0-210-020.

The District retained an independent appraiser to evaluate the property's market value in relation to the seller's initial asking price. Following negotiations, the District and Rancho Temescal, LLC reached an agreement in principle for the District's purchase of the property for $7,500,000.00, subject to completion of due diligence, finalization of the

purchase agreement, and required Ventura County approvals. The proposed purchase price is approximately $5,443 per acre.

On July 20, 2026, the District began coordinating with representatives of Rancho Temescal, LLC to prepare the Vacant Land Purchase Agreement and Joint Escrow Instructions (Agreement), Addendum to the Vacant Land Purchase Agreement (Addendum), legal description, and associated plat depicting the property to be conveyed. The District retained Hamner, Jewell & Associates to provide real estate acquisition services and engaged Legal Counsel to assist with review and negotiation of the transaction documents.

The proposed Agreement provides for an all-cash acquisition, an escrow period closing on October 30, 2026, a 3 percent initial deposit of $225,000, and a 45-day property investigation period. The District would fund the balance of the $7,500,000 purchase price at the close of escrow. The proposed Addendum further addresses property investigation and environmental review, County Surveyor acceptance of the legal description and plat, leases and possessory interests, retention of mineral rights by the Seller, quitclaims of cattle grazing rights on the west side of Lake Piru, and allocation of certain transaction costs.

As part of its acquisition due diligence, the District has retained Rincon Consultants, Inc. to complete a Phase I Environmental Site Assessment in accordance with ASTM E2247-23. The assessment includes review of historical records and regulatory databases, site reconnaissance, and preparation of a technical report identifying recognized environmental conditions that may warrant further investigation. Its findings will assist the District in evaluating potential environmental liabilities and determining whether to remove the property investigation contingency before the close of escrow.

Discussion:
Acquisition of the property represents a long-term strategic investment in the District’s water conservation, water-resource protection, watershed stewardship, and operational objectives. District ownership would enable management of lands adjacent to Lake Piru and critical District facilities in a manner consistent with the District’s mission and long-term strategic plan.

The acquisition would protect the District’s interests by providing direct control over strategically located lands surrounding Lake Piru. This would reduce the potential for future land-use or access conflicts that could affect the District’s management of water resources and facilities. The acquisition also protects the water supply source associated with the Lake Piru Water Treatment Plant. Additionally, Rancho Temescal, LLC has

agreed to quitclaim cattle grazing rights on one parcel that they will retain on the west side of Lake Piru, further protecting District interests.

District ownership would also support implementation of the Santa Felicia Dam Safety Improvement Project. Portions of the planned work require use of, or access across, the property proposed for acquisition. Acquiring the property would reduce the District's reliance on easements or other third-party property rights for project access, construction, operation, and maintenance, thereby reducing potential property-right constraints during project delivery.

The legal description and plat have been prepared, and a third-party review of the legal description has been performed. The proposed Addendum makes the transaction contingent upon the Ventura County Surveyor's review and acceptance of those documents for incorporation into the Grant Deed. The parties anticipate that the acquisition will qualify as a lot created by governmental conveyance under Section 8214-3.3 of the Ventura County Subdivision Ordinance. Following County acceptance and recordation of the Grant Deed, the acquired property is intended to constitute a single parcel under District ownership.

No development or change in the existing use of the property is proposed as part of the acquisition. The proposed resolution would determine that the acquisition is exempt from CEQA under CEQA Guidelines Section 15301, Class 1 Existing Facilities, and Section 15061(b)(3), the common-sense exemption. Any future use or development of the property would be subject to separate CEQA review, as applicable. The resolution would also approve the acquisition and authorize the General Manager to execute the purchase agreement, associated escrow documents, and other documents necessary to complete the transaction.

Mission Goal:
Meets Mission-Related Goal B, System Reliability

Fiscal Impact:
Funds will be appropriated from financial reserves to cover the $7,500,000 purchase price associated with the Vacant Land Purchase Agreement.

Attachments:
Attachment A – Resolution
Attachment B – CEQA Notice of Exemption
Attachment C – Vacant Land Purchase Agreement, Escrow Instructions
Attachment D – Exhibit 1 - Addendum No.1 to Vacant Land Purchase Agreement

5.1 A Resolution Determining that the Rancho Temescal Property Acquisition Project and Authorizing the General Manager to Execute Associated Vacant Land Purchase Agreement and Associated Escrow Documents {collectively, the "Project") is Exempt from the Provisions of the California Environmental Quality Act ("CEQA") under CEQA Guidelines Sections 15061 (b)(3) and 15301, and Approving the Project
Motion

Attachment E – Draft Legal Description of Property

ATTACHMENT A

RESOLUTION NO. 2026-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNITED WATER CONSERVATION DISTRICT DETERMINING THAT THE RANCHO TEMESCAL PROPERTY ACQUISITION PROJECT AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE ASSOCIATED VACANT LAND PURCHASE AGREEMENT AND ASSOCIATED ESCROW DOCUMENTS (COLLECTIVELY, THE "PROJECT") IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") UNDER CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15301, AND APPROVING THE PROJECT

WHEREAS, United Water Conservation District ("District") operates a water treatment plant on the west side of Lake Piru; and

WHEREAS, the District's staff has determined that the acquisition of vacant land owned by Rancho Temescal, LLC ("Rancho Temescal"), comprising three Assessor Parcel Numbers (016-0-200-050, 016-0-200-080, 016-0-210-040) and a portion of a fourth Assessor Parcel Number (016-0-210-020) (collectively, the "Vacant Land") will advance the District's long-term water conservation, water resource protection, watershed stewardship, and operational objectives by enabling management of lands adjacent to Lake Piru and other critical District facilities; and

WHEREAS, the District's staff has further determined that acquisition of the Vacant Land will support the District's current and future infrastructure, operations, and resource management initiatives, including the Santa Felicia Dam Safety Improvement Project, by providing direct control of strategically located lands needed for project access, construction, operation, and maintenance, while reducing reliance on third-party property rights; and

WHEREAS, District staff has negotiated a "Vacant Land Purchase Agreement and Joint Escrow Instructions" (the "Agreement") with Rancho Temescal for the District's acquisition of the Vacant Land; and

WHEREAS, the proposed Project involves negligible or no expansion of existing or former use; and

WHEREAS, the District has reviewed the provisions of the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.); and

WHEREAS, the CEQA Guidelines Section 15301 (Class 1 Existing Facilities) categorical exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of public or private structures, facilities, mechanical

equipment, or topographical features, involving negligible or no expansion of existing or former use; and

WHEREAS, the key consideration under a CEQA Guidelines Section 15301 exemption is whether a project involves negligible or no expansion of use; and

WHEREAS, examples of projects that are exempt under CEQA Guidelines Section 15301 include the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services; and

WHEREAS, the District has reviewed the proposed Project and has determined that it is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 Existing Facilities) because the proposed Project involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of District facilities, involving negligible or no expansion of existing or former use, and the proposed Project involves only the acquisition of land, which is vacant, with negligible or no expansion of existing or former use; and

WHEREAS, CEQA Guidelines Section 15300.2 sets forth the following exceptions to categorical exemptions:

> "(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
>
> (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
>
> (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
>
> (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
>
> (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource."; and

WHEREAS, the District has reviewed the proposed Project and has determined that none of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply; and

WHEREAS, CEQA also provides, in CEQA Guidelines Section 15061(b)(3), that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA; and

WHEREAS, the District has reviewed the proposed Project and determined that the proposed Project is also exempt pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the proposed Project may have a significant effect on the environment because it involves only the acquisition of land, which is vacant, with negligible or no expansion of existing or former use.

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

1. The District's Board of Directors hereby finds and determines that the foregoing recitals are true and correct and incorporated herein as if fully set forth.

2. The District's Board of Directors hereby finds and determines that the proposed Project is exempt from the provisions of CEQA. Specifically, the Board of Directors finds and determines that the proposed Project is categorically exempt pursuant to the Class 1 Existing Facilities exemption (CEQA Guidelines § 15301) because the proposed Project involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of District facilities, involving negligible or no expansion of existing or former use, and the proposed Project involves only the acquisition of land, which is vacant, with negligible or no expansion of existing or former use.

3. The District's Board of Directors hereby finds and determines that none of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply.

4. The District's Board of Directors hereby finds and determines that the proposed Project is also exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the proposed Project may have a significant effect on the environment because it involves only the acquisition of land, which is vacant, with negligible or no expansion of existing or former use.

5. The District's Board of Directors hereby approves the proposed Project and authorizes its implementation when deemed appropriate by the General Manager.

6. The District's Board of Directors hereby directs and authorizes the General Manager to execute the Agreement and associated escrow documents when deemed appropriate by the General Manager.

7. The District's Board of Directors hereby directs and authorizes the General Manager to take such other actions and execute such documents as the General Manager shall deem necessary to implement the intent of this Resolution.

8. The District's Board of Directors hereby authorizes and directs the District's staff to file a Notice of Exemption for the Project in accordance with CEQA.

9. This Resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED this 9th day of September 2026 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

ATTEST

_____
President Pro Tempore Gordon Kimball

ATTEST

_____
Tara Acosta Clerk of the Board

NOTICE OF EXEMPTION

To:
Ventura County Clerk
800 South Victoria Ave
Ventura, CA 93009

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

Office of Planning and Research/Governor's
Office of Land Use and Climate Innovation
Online Submittal via CEQA Submit

Project Title: Rancho Temescal Property Acquisition Project and Authorizing the General Manager to Execute Associated Vacant Land Purchase Agreement and Associated Escrow Documents (collectively, the "Project")

Project Location: The east side of Lake Piru in Ventura County. Assessor Parcel Numbers (APN) 016-0-200-050, 016-0-200-080, 016-0-210-040, and a portion of 016-0-210-020.

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

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

Project Description: The Project is United Water Conservation District's (United) Rancho Temescal Acquisition Project and authorizing United's General Manager to execute an associated vacant land purchase agreement and associated escrow documents to purchase 1,378 acres of vacant land from Rancho Temescal, LLC. The acquisition comprises three APNs (016-0-200-050, 016-0-200-080, 016-0-210-040) and a portion of a fourth APN (016-0-210-020) (collectively, the "Vacant Land") (See Figure 1). No development of the Vacant Land was proposed or approved.

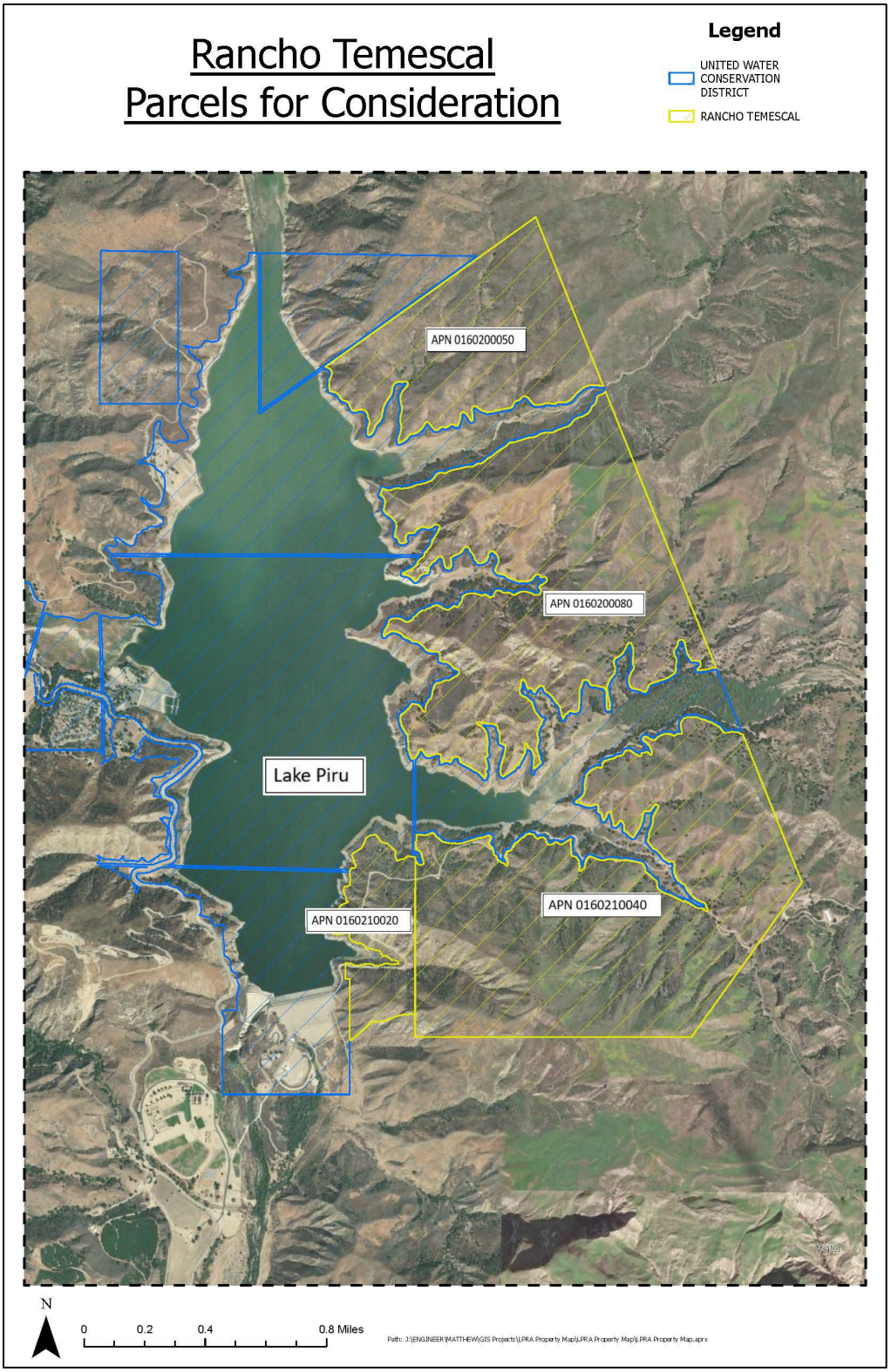


Figure 1. Rancho Temescal Parcels Proposed for Purchase.

Exempt Status:
__ Ministerial (Sec. 21080(b)(1); 15268)
__ Declared Emergency (Sec. 21080(b)(3); 15269(a))
__ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
X Categorical Exemption: CEQA Guidelines Section 15301 (Class 1, Existing Facilities)
__ Statutory Exemptions
X Common Sense Exemption: CEQA Guidelines Section 15061(b)(3)

Reasons Why Project is Exempt: The Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) Section 15301 (Class1, Existing Facilities). The Project also qualifies for an exemption from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).

The CEQA Guidelines Section 15301 (Class 1, Existing Facilities) categorical exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The key consideration under a CEQA Guidelines Section 15301 exemption is whether a project involves negligible or no expansion of use. Examples of projects that are exempt under CEQA Guidelines Section 15301 include the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

United reviewed the Project and determined that it is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 (Class 1 Existing Facilities) because the Project involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of United facilities, involving negligible or no expansion of existing or former use, and the Project involves only the acquisition of land, which is vacant, with negligible or no expansion of existing or former use.

CEQA Guidelines Section 15300.2 sets forth the following exceptions to categorical exemptions:

> "(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located--a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where

designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource."

United reviewed the Project and determined that none of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply.

CEQA also provides, in CEQA Guidelines Section 15061(b)(3), that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. United reviewed the Project and determined that the Project is also exempt pursuant to CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment because it involves only the acquisition of

land, which is vacant, with negligible or no expansion of existing or former use.

Lead Agency Contact Person: Marissa Caringella, Environmental Services Manager
Telephone: 805-525-4431
Email: marissac@unitedwater.org

_____ _____

Marissa Caringella
Environmental Services Manager
United Water Conservation District

Date

Date OPR received for filing:_____

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ *United Water Conservation District* Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ *Beacon Integrated Professional Resources Inc* _____ DRE Lic. # *01298223*
Real Estate Broker (Firm)

By _____ *Stephen Myrick* DRE Lic. # *02105416* Date _____
(Salesperson or Broker-Associate, if any)

EQUAL HOUSING OPPORTUNITY

The Chickering Company, 725 Zion Street Nevada City CA 95959 Phone: **5302655774** Fax: **5302654014** **Rancho Temescal**
Terence Hundemer
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EQUAL HOUSING OPPORTUNITY

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 6/26)

Date Prepared: *July 30, 2026*

1. **OFFER:**
   - **A. THIS IS AN OFFER FROM** *United Water Conservation District* ("Buyer"). ☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other *Governmental Agency*.
   - **B. THE PROPERTY** to be acquired is **No Street Address* Piru Canyon Road*, situated in *Piru* (City), *Ventura* (County), California, *93040* (Zip Code), Assessor's Parcel No(s). *016-0-200-050, 016-0-200-080, 016-0-210-040, and a portion of 016-0-210-020 (subject to LLA)* ("Property"). **Further Described As** *See Exhibits A & B attached.*. **(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)**
   - **C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   - **D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   - **A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   - **B. CONFIRMATION:** The following agency relationships are here confirmed for this transaction.

     Seller's Brokerage Firm *The Chickering Company Inc. & William McDavid dba Hall and Hall, Inc.* License Number *01976627&01455038*
     Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
     Seller's Agent *Terence Hundemer, William McDavid* License Number *01100594&01455038*
     Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
     Buyer's Brokerage Firm *Beacon Integrated Professional Resources Inc* License Number *01298223*
     Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
     Buyer's Agent *Stephen Myrick* License Number *02105416*
     Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
   - **C.** ☒ More than one Brokerage represents ☒ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   - **D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties are advised to discuss with their Agent the broker's policy on dual agency and multiple representation of competing buyers and sellers.
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ *7,500,000.00*	☒ All Cash
B		**Close Of Escrow (COE)**	☐ _____ Days after Acceptance OR ☒ on *10/30/2026* (date)	
C	39A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ *225,000.00* (*3.00* % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ **Increased Deposit**	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing (Form SFA attached) ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing (Form SFA attached) ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Intended Use**	Investment OR ☐ _____	
F	5D	**Balance of Down Payment**	$ *7,275,000.00*	
		PURCHASE PRICE TOTAL	$ *7,500,000.00*	
G		**SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS**		
G(1)	5E	☐ **Seller Credit to Buyer**	$ _____	For closing costs

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Terence Hundemer
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

G(2)		☐ **Other Seller Credits/Payments** (does not include buyer broker compensation)	$_____ For: _____ $_____ For: _____	
G(3)	21A	☐ **Seller Payment for Buyer's Obligation to compensate Buyer's Broker**	**Seller agrees to pay to Buyer's Broker**, out of the transaction proceeds, _____% of the final purchase price AND, if applicable $ _____ OR, if checked ☐ $_____.	
	Para #	**Paragraph Title or Contract Term**	**Terms and Conditions**	**Additional Terms**
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L		**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of: **(i)** purchase price; OR **(ii)** ☐ $_____ less than the final purchase price ("Appraisal Gap").	17 (or _____) Days after Acceptance	☒ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. ☐ **CR-B attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or 45) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or 45) Days after Acceptance	
L(6)	8F	**Insurance**	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	**Preliminary ("Title") Report**	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	**Common Interest Disclosures** Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	**Review of leased or liened items** (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
		Possession	**Time for Performance**	**Additional Terms**
M	3R	**Vacant Lot Delivery** ☐ Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____.
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	31	Evidence of representative authority	3 Days after Acceptance	
O		**Intentionally Left Blank**		

P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked and existing:		
		☐ _____.	☐ _____.	☐ _____.
P(2)	9	Excluded Items: ☐ _____;	☐ _____;	☐ _____;

Q	Allocation of Costs			
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☒ Provided by: Seller's choice	☐ Environmental ☐ Other _____
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	☒ Buyer ☐ Seller ☐ Both _____	
Q(3)	10	Gov't Point of Sale Requirements **Inspections and reports**	☒ Buyer ☐ Seller ☐ Both _____	
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☒ Both 50%/50% ☐ Each to pay their own fees	Escrow Holder: Lawyer's Title
Q(5)	16	Owner's title insurance policy	☐ Buyer ☐ Seller ☒ Both 50%/50%	Title Company (If different from Escrow Holder): Lawyer's Title
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	☐ Buyer ☐ Seller ☒ Both 50%/50%	
Q(8)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(13)	11G	☐ Septic, Well, Propane Tank, and/or Property Boundaries (Survey)	See Septic, Well, Propane Tank, and Property Boundaries Inspection and Allocation of Costs Addendum (C.A.R. Form SWPI-C).	
Q(14)		(A) _____ fees/costs (B) _____ fees/costs	☐ Buyer ☐ Seller ☐ Both _____ ☐ Buyer ☐ Seller ☐ Both _____	
R	12	**Additional Tenancy Documents** ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate		
S	**OTHER TERMS:** _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Residential Units Purchase Addendum (C.A.R. Form RU-PA)
☐ Other _____

B. OTHER ADDENDA (AND DISCLOSURES): This Agreement is subject to the terms contained in the Addenda checked below:

☒ Addendum # 1 (C.A.R. Form ADM)
☐ Back Up Offer Addendum (C.A.R. Form BUO)
☐ Assumed Financing Addendum (C.A.R. Form AFA)
☐ Septic, Well, Propane Tank, and Property Boundaries Inspection and Allocation of Costs Addendum (C.A.R. Form SWPI-C)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
☒ Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
☐ Other _____
☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____

C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**

- [X] Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- [X] Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- [X] Wire Fraud Advisory (C.A.R. Form WFA)
- [ ] Wildfire Disaster Advisory (C.A.R. Form WFDA)
- [ ] Trust Advisory (C.A.R. Form TA)
- [ ] REO Advisory (C.A.R. Form REO)
- [ ] Other _____
- [X] Buyer Homeowner Insurance Advisory (C.A.R. Form BHIA)
- [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- [ ] Probate Advisory (C.A.R. Form PA)
- [ ] Other _____
- [ ] Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. **DEPOSIT:**

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. **LOAN(S):**

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified **in paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. **INTENDED USE:** Buyer intends to use the Property as indicated in **paragraph 3E(3)**. Intended use may impact available financing.

B. **CONDITION OF PROPERTY ON CLOSING:** Unless Otherwise Agreed: **(i)** the Property shall be delivered **"As-Is"** in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring Legal Action, as per this Agreement, to receive reasonable costs from Seller.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal (or insurance) contingency or the appraisal (or insurance) contingency has been waived or removed, then failure of the Property to appraise at the purchase price (or a lender conditioning the loan on obtaining insurance) does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal (or non-insurance) conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) **FAIR APPRAISAL ACT NOTICE:**

(A) Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

(B) If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. INSURANCE: This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

G. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

H. TITLE:

(1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

J. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY (IF APPLICABLE): Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses or is unable to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

L. REMOVAL OF CONTINGENCY OR CANCELLATION:
(1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

D. AGRICULTURE/CROPS: Unless Otherwise Agreed, all agriculture and crops on Property at the Close Of Escrow are included in the sale and shall belong to Buyer. Notwithstanding **paragraph 13**, Seller shall have the right to harvest any agriculture or crops on normally scheduled harvest time prior to Close Of Escrow. In all other circumstances related to any change to agriculture or crops, **paragraph 13** shall be in force.

10. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and **(13)** only determine who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR) unless Seller has otherwise Delivered to Buyer the most current version of any such document: **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

F. **SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

G. **SEPTIC, WELL, AND PROPANE TANK:** For properties with any septic tank system(s), or well(s), or propane tank(s), Seller shall, within the time specified in **paragraph 3N(1),** Deliver to Buyer all known information about such system(s) and/or item(s). Seller shall use the Septic, Well, and Propane Tank Questionnaire (C.A.R. Form SWPI-Q).

H. **ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

I. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

J. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

K. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

L. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
    A. **RENTAL/SERVICE AGREEMENTS: (i)** All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
    B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
    C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
    D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
        (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
        (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
        (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
13. **CHANGES DURING ESCROW:**
    A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
    B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
        (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
14. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
15. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
    A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
    B. Buyer Investigations include, but are not limited to:
        (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
            (A) A general inspection.
            (B) An inspection for lead-based paint and other lead-based paint hazards.
            (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
            (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
            (E) Any other specific inspections of the physical condition of the land and improvements.
        (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
    C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
    D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**

G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.

M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.

O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.

P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.

Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

16. **TITLE AND VESTING:**

A. **PRELIMINARY REPORT:** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

B. **CONDITION OF TITLE:** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.

C. **DISCLOSURE TO BUYER:** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. **SELLER DELIVERY OF INFORMATION:** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

E. **DEED AND VESTING:** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

F. **TITLE INSURANCE POLICY:** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible to provide to Buyer as specified in **paragraphs 9B(2), 10, 11A, 11D-K, 12A, 12B, 12C, 16A, 16C, 31, and, if applicable and unless Otherwise Agreed, Reports Seller is obligated to provide under C.A.R. Form SWPI-C.**

B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

(1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. **SELLER RIGHT TO CANCEL: (must be done in writing and signed by Seller)**

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required **by paragraph 5B** or **6A**; **(iv)** Deliver a letter as required **by paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8J**; **(vi)** Cooperate with the Reporting Person's effort to collect information as required by **paragraph 22D**; **(vii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 31 and 36**; **(viii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 36**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. **BUYER RIGHT TO CANCEL: (must be done in writing and signed by Buyer)**

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE. After the DCE period has lapsed, any subsequent cancellation must be Delivered in writing and signed by the Party cancelling the Agreement. If Seller cancels based on DCE and Buyer still has a contingency, Seller shall authorize the return of Buyer's deposit except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this agreement prior to Seller's cancellation, provided Buyer is acting in good faith to satisfy the contingency.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

21. **BROKERS AND AGENTS:**

A. **COMPENSATION:**
(1) **Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
(2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. **ESCROW INSTRUCTION PARAGRAPHS: The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16C), 17H, 20, 21A, 22, 26, 31, 32, 35, 39,** and **40.** If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. **ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3**, **8**, **11**, or elsewhere in this Agreement.

C. **COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. **FEDERAL RESIDENTIAL REAL ESTATE REPORTING:**

(1) **REPORTING RULE:** If in force, pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), a "Reporting Person" (typically the escrow or title company responsible for closing) is required to report to FinCEN certain information about the Buyer and Seller if the following conditions occur: **(i)** The property being purchased is real property with one to four residential units, or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; **(ii)** the buyer is a legal entity or trust; and **(iii)** the buyer is making an "all-cash" purchase or financing the purchase through a lender that does not have an independent reporting obligation, such as a hard-money lender or seller financing.

(2) **CONTRACTUAL REQUIREMENTS:**

(A) The Reporting Person may request data from Buyer and Seller even if the reporting requirements are being legally challenged. Buyer and Seller shall, within **7 Days** after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements. Buyer to pay for any charge made by the Reporting Person for such collection, and if applicable, reporting;

(B) Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller;

(C) If the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform. Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.

(3) **ESCROW COMPLIANCE:** Buyer and Seller are advised that the Reporting Person is authorized not to close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf.

E. **BROKER COMPENSATION:**

(1) **Payment:** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s), including if applicable **paragraph 3G(3)** of this Agreement, is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

(2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: **(i)** the amount of compensation paid to Seller's Broker; and **(ii)** if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 22E**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 22E** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.

F. **INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

G. **VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1)** and C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

H. **DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years from when the listing was put into the MLS and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
25. **ATTORNEY FEES AND COSTS:** In any Legal Action between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A.**
26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's wholly-owned entity or trust that exists at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first obtaining Seller's separate written consent to a specified assignee (C.A.R. Form AOAA). Seller shall not unreasonably withhold such consent. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Seller's withholding of consent shall be deemed reasonable if: **(i)** Buyer is to receive any monetary or other consideration for the assignment; **(ii)** Buyer makes any misrepresentation(s) to Seller about any aspect of the assignment; or **(iii)** Buyer Delivers an assignment request to Seller after the time specified in **paragraph 3K**. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is Buyer's wholly-owned entity or trust, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such letter, Seller, after first giving assignee a Notice to Buyer to Perform, may terminate the assignment. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller. Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
31. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **paragraph 40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters of testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    - **A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    - **B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    - **C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    - **D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    - **E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    - **F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    - **G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    - **H. "Copy"** means copy by any means including photocopy, facsimile and electronic.

I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.

K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or **(ii)** an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or Google Drive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and recipient opening, the document by link.

L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

N. **"Legal Action"** means a lawsuit or legal proceeding in arbitration or court.

O. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40.**

P. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.

Q. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

R. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

37. MEDIATION:

A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Dispute Resolution Center for Real Estate **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences Legal Action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of Legal Action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. ARBITRATION OF DISPUTES:

A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.

B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.

C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.

D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. [X] **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): United Water Conservation District.

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 31** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: Mauricio Guardado, _____.

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, _____ **Date:** _____
Printed name of BUYER: United Water Conservation District
[X] Printed Name of Legally Authorized Signer: Mauricio Guardado Title, if applicable, General Manager
(Signature) By, _____ **Date:** _____
Printed name of BUYER: _____
[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
Seller shall return and include the entire agreement with any response.
[ ] **Seller Counter Offer** (C.A.R. Form SCO or SMCO)
[ ] **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. [X] **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): Rancho Temescal, LLC.

(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**
(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 31** for additional terms.
(B) The name(s) of the Legally Authorized Signer(s) is/are: Tim Cohen, _____.

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, _____ **Date:** _____
Printed name of SELLER: Rancho Temescal, LLC
[X] Printed Name of Legally Authorized Signer: Tim Cohen Title, if applicable, _____
(Signature) By, _____ **Date:** _____
Printed name of SELLER: _____
[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Property Address: *No Street Address* Piru Canyon Road, Piru, CA 93040 Date: July 30, 2026

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Beacon Integrated Professional Resources Inc DRE Lic. # 01298223
By Stephen Myrick DRE Lic. # 02105416 Date
By DRE Lic. # Date
Address 3183 Duncan Road, Ste E. City San Luis Obispo State CA Zip 93401
Email smyrick@hammer-jewell.com Phone # (805)773-1459
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es): Email above or
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm The Chickering Company Inc. & William McDavid dba Hall and Hall, Inc. DRE Lic. # 01976627&01455038
By Terence Hundemer, William McDavid DRE Lic. # 01100594&01455038 Date
By DRE Lic. # Date
Address 725 Zion Street City Nevada City State CA Zip 95959
Email thundemer@chickeringco.com & mcdavid@hallandhall.com Phone # (530)913-8095
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☒ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or
☐ **Attached DEDA:** If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials ____/____ Seller's Initials ____/____

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail //
Escrow Holder has the following license number # _____
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: ____/____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

OFFER NOT ACCEPTED: ____/____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords/Housing Providers
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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The Chickering Company, 725 Zion Street Nevada City CA 95959 Phone: **5302655774** Fax: **5302654014** **Rancho Temescal**
Terence Hundemer
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as “no children” or “English-speakers only”).
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://calcivilrights.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ ***United Water Conservation District*** Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ ***Rancho Temescal, LLC*** Date _____

Seller/Housing Provider _____ Date _____

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BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

1. **IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.

2. **PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.

3. **CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.

4. **INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of “knob and tube” electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.

5. **RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)** Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm.

6. **BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer _____ *United Water Conservation District* Date _____

Buyer _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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Terence Hundemer
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant _____ *United Water Conservation District* Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider _____ *Rancho Temescal, LLC* Date _____

Seller/Housing Provider _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: **No Street Address* Piru Canyon Road, Piru, CA 93040* ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

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5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Rancho Temescal, LLC

SELLER _____ Date _____

BUYER _____ Date _____
United Water Conservation District

BUYER _____ Date _____

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EQUAL HOUSING OPPORTUNITY

ADDITIONAL BROKER ACKNOWLEDGEMENT AND ADDENDUM

(C.A.R. Form ABA, Revised 6/23)

This is an addendum to the Listing Agreement, OR [X] Purchase Agreement, [ ] Buyer Representation Agreement, [ ] Other _____ _____ ("Agreement"), dated *07/30/2026*, between *United Water Conservation District,* ("Seller or Buyer") and *Rancho Temescal, LLC.* ("Seller or Buyer or Broker") if applicable, for the property described as: **No Street Address* Piru Canyon Road, Piru, CA 93040*.

1. **LISTING AGREEMENT (fill out this section if applicable, as indicated above):**
   _____ (Broker 1) and _____ (Broker 2) are Co-listing Brokers under the Listing Agreement identified above and agree to share responsibility and compensation for the representation of Seller as follows:
   A. Compensation to be split equally, OR [ ] _____
   B. Equally and jointly share responsibility, OR [ ] _____
   C. [ ] On the terms of the attached agreement.
2. **BUYER REPRESENTATION AGREEMENT (fill out this section if applicable, as indicated above):**
   _____ (Broker 1) and _____ (Broker 2) are Co-Buyer Brokers under the Buyer Representation Agreement identified above and agree to share responsibility and compensation for the representation of Buyer as follows:
   A. Compensation to be split equally, OR [ ] _____
   B. Equally and jointly share responsibility, OR [ ] _____
   C. [ ] On the terms of the attached agreement.
3. **PURCHASE AGREEMENT/OTHER (fill out this section if applicable, as indicated above):**
   Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.
   A. [X] Multiple Brokers Representing Seller:
   The Chickering Company, Inc. (Broker 1) and *William McDavid of Hall and Hall.* (Broker 2) are parties to a Residential Listing Agreement, [X] Other *Commercial and Residential Income Listing Agreement* dated *06/23/2025* in which they have agreed to share responsibility and compensation for the representation of Seller.
   OR B. [ ] Multiple Brokers Representing Buyer:
   _____ (Broker 1) and _____ (Broker 2) are real estate brokers who have entered into an agreement to share responsibility and compensation for the representation of Buyer.
4. **Agent for Broker 1:** *Terence Hundemer* **DRE Lic. #** *01100594*
   Agent for Broker 2: *William McDavid* **DRE Lic. #** *01455038*
   [ ] Activity under the license of Broker 1 or Broker 2 or both as applicable will be conducted by multiple associate licensees, partners or teams as indicated on the attached Additional Agent Acknowledgement form(s) (C.A.R. Form AAA).
5. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Broker 1 or Broker 2, as applicable, is indicated in the Agreement or related documents, as a representative for the Buyer or Seller specified in **1**, **2** or **3** above, the other Broker shall also be deemed to be named. Buyer signatures are not necessary if only **paragraph 1** of this form is completed. Seller signatures are not necessary if only **paragraph 2** of this form is completed.

Real Estate Broker (Broker 1) *The Chickering Company, Inc.* DRE Lic. # *01976627*

By (Broker/Office Manager) *Terence Hundemer* DRE Lic. # *01100594* Date _____

Real Estate Broker (Broker 2) *William McDavid of Hall and Hall.* DRE Lic. # *01455038*

By (Broker/Office Manager) *William McDavid* DRE Lic. # *01455038* Date _____

Seller *Rancho Temescal, LLC* Date _____

Seller _____ Date _____

Buyer *United Water Conservation District* Date _____

Buyer _____ Date _____

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ADDENDUM No. 1

(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other _____, dated *July 30, 2026*, on property known as **No Street Address* Piru Canyon Road Piru, CA 93040* ("Property/Premises"), between *United Water Conservation District* ("Buyer/Tenant") and *Rancho Temescal, LLC* ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

FORM USE NOTES: This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

The parties acknowledge and agree that the terms set forth in the attached "Exhibit 1" are incorporated herein by reference.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

Buyer/Tenant *United Water Conservation District* Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider *Rancho Temescal, LLC* Date _____

Seller/Housing Provider _____ Date _____

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ADM REVISED 6/25 (PAGE 1 OF 1)

EQUAL HOUSING OPPORTUNITY

Exhibit 1

This Exhibit supplements California Association of Realtors® Addendum No. 1 dated July 30, 2026, and is hereby incorporated into the California Vacant Land Purchase Agreement and Joint Escrow Instructions dated July 30, 2026 (the "AGREEMENT") by and between Rancho Temescal, LLC ("SELLER") and United Water Conservation District ("DISTRICT"). The real property to be purchased consists of all of the parcels currently identified as Assessor's Parcel Numbers 016-0-200-050, 016-0-200-080, and 016-0-210-040, together with a portion of the parcel currently identified as Assessor's Parcel Number 016-0-210-020, all as combined, described, and depicted as a single parcel in the legal description and plat attached hereto as Exhibit B (the "PROPERTY").

As used in this Exhibit 1, "Seller's Knowledge" means the actual, current knowledge of Tim Cohen, without any duty of investigation or inquiry. SELLER represents and warrants that Tim Cohen is SELLER's person most knowledgeable regarding the PROPERTY.

1. **LEASE WARRANTY**

SELLER warrants, to the best of Seller's Knowledge, that there are no oral or written leases on any portion of the PROPERTY exceeding a period of one month, or if there are any such leases or possessory interests, SELLER further agrees to clear such interests, making them subordinate to the rights granted to DISTRICT in the Deed, and shall hold DISTRICT harmless and reimburse DISTRICT for any and all of its losses and expenses occasioned by reason of any possessory interests or lease of said PROPERTY to any tenant of SELLER for a period exceeding one month. This section shall survive completion, termination, or other expiration of this AGREEMENT.

2. **INDEMNITY AND HOLD HARMLESS CLAUSE RELATING TO HAZARDOUS SUBSTANCES**

SELLER warrants that, to the best of Seller's Knowledge, the PROPERTY (including surface and subsurface soils, groundwater on and underneath the PROPERTY) is free of petroleum products, and other hazardous materials (including, without limitation, "hazardous substances," "hazardous materials," or "toxic substances" as defined by Section 311 of the Clean Water Act (33 U.S.C. Section 1251, et seq.), Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), and "Hazardous wastes and substances" as defined by Sections 25117 and 25316 of the California Health & Safety Code.

DISTRICT's investigation and approval of the environmental condition of the PROPERTY, including completion and review of a Phase I Environmental Site Assessment and any additional investigation reasonably deemed necessary by DISTRICT, are included within the Investigation of Property contingency provided under Paragraph L(5) of the AGREEMENT. If, before removal of that contingency, DISTRICT determines that hazardous substances or other environmental conditions exist and that remediation is not feasible or is otherwise unacceptable to DISTRICT, DISTRICT may cancel the AGREEMENT in accordance with its terms and receive a return of its

deposit.

DISTRICT further reserves the right, however, to require SELLER to remediate, and /or pay remediation costs relating to, hazardous substances of which SELLER had Seller's Knowledge, and failed to disclose to DISTRICT. SELLER agrees to indemnify and hold DISTRICT harmless against any and all claims arising out of the existence of hazardous substances or hazardous wastes in the soil or groundwater within the PROPERTY of which SELLER had Seller's Knowledge, and failed to disclose to DISTRICT. The indemnification obligation under this Section 2 shall survive completion, termination, or other expiration of this AGREEMENT, and shall not be subject to, limited by, modified by, or otherwise affected by the definitions and/or provisions of Section 12

3. NON-DISCRIMINATION

The parties to this AGREEMENT shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this AGREEMENT.

4. CONTINGENCY FOR VENTURA COUNTY APPROVAL

The AGREEMENT shall be contingent upon the Ventura County Surveyor's review and approval of the legal description and accompanying plat attached as Exhibit B and to be incorporated into the Grant Deed. The legal description and plat shall describe as one combined acquisition parcel: (i) all of Assessor's Parcel Numbers 016-0-200-050, 016-0-200-080, and 016-0-210-040; and (ii) the portion of Assessor's Parcel Number 016-0-210-020 being acquired by DISTRICT.

The parties assumption is that the DISTRICT's purchase qualifies as a lot created by governmental conveyance pursuant to Section 8214-3.3 of the Ventura County Subdivision Ordinance and is therefore exempt from the County's otherwise applicable parcel-division requirements. Following the County Surveyor's acceptance of the legal description and plat and recordation of the Grant Deed, the PROPERTY shall constitute a single parcel under DISTRICT ownership, with any necessary new Assessor's Parcel Number to be assigned by the Ventura County Assessor.

DISTRICT shall cause the legal description and plat to be submitted to the Ventura County Surveyor for review after DISTRICT has approved them. This contingency shall remain in effect until DISTRICT receives confirmation, in a form acceptable to DISTRICT, that the County Surveyor has accepted the legal description and plat for use in the Grant Deed. If the County requires revisions that materially alter the PROPERTY to be acquired, or if the required acceptance cannot be obtained before the scheduled Close of Escrow, DISTRICT may approve an extension or cancel the AGREEMENT and receive a return of its deposit.

Notwithstanding the foregoing, if the Close of Escrow has not occurred by October 30, 2026 (the "Outside Date"), SELLER shall have the right, upon five (5) days' prior written notice to DISTRICT, to cancel the AGREEMENT, with or without cause and without penalty to SELLER, if the Close of Escrow has not occurred by the Outside Date.

SELLER shall reasonably cooperate with DISTRICT and execute any documents reasonably necessary to complete the County review and conveyance. Following the conveyance, SELLER shall be solely responsible for obtaining any Certificate of Compliance required by Ventura County for the remainder of Assessor's Parcel Number 016-0-210-020 retained by SELLER. The Certificate of Compliance shall be handled separately from this transaction and shall not be an obligation of DISTRICT or a condition to the Close of Escrow unless otherwise required by Ventura County. And any such costs for a Certificate of Compliance will be the sole responsibility of SELLER.

Any County review, processing, recording, escrow, or similar fees incurred in connection with the County Surveyor's review and acceptance of the legal description and plat, and the conveyance of the PROPERTY through escrow, shall be shared equally between DISTRICT and SELLER. Notwithstanding the foregoing, all fees and costs associated with obtaining any Certificate of Compliance for the portion of Assessor's Parcel Number 016-0-210-020 retained by SELLER shall be the sole responsibility of SELLER.

5. QUITCLAIM OF CERTAIN RIGHTS

Separately, with respect to Assessor's Parcel Number 016-0-200-170, which is not part of the PROPERTY, SELLER is transferring to DISTRICT, by quitclaim deed in recordable form, all of SELLER's right, title, and interest in and to cattle grazing on that parcel only. Except for such cattle grazing rights, SELLER is retaining fee title to Assessor's Parcel Number 016-0-200-170 and all of SELLER's right, title, and interest arising under or related to the 1954 Instrument as to that parcel. Nothing in this Section shall be construed as conveying fee title to Assessor's Parcel Number 016-0-200-170 to DISTRICT.

All quitclaim deeds and other recordable instruments required by this Section shall be delivered to escrow before the Close of Escrow and recorded concurrently with the Grant Deed for this transaction, unless DISTRICT and SELLER otherwise agree in writing.

6. MINERAL RIGHTS

SELLER is excepting and reserving all oil, gas, and other mineral rights in, on, and under the PROPERTY, and the following language shall be included in the Grant Deed conveying the PROPERTY to DISTRICT:

> *EXCEPTING AND RESERVING, however, to Rancho Temescal LLC, its successors and assigns, all oil, gas and other hydrocarbon substances lying in and under said land, including the right to drill for, develop, and produce said substances by means of slant holes from lands retained by Rancho Temescal LLC, but without the right ever to use the surface of said land for the purpose of exploring for, drilling for, or*

producing oil, gas, or other hydrocarbon substances from said land or in any manner using the surface of said land in connection with the exploration for, drilling for or production of oil, gas or other hydrocarbon substances therefrom.

7. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

For purposes of Paragraph L(5) of the AGREEMENT, DISTRICT'S investigation of the Property expressly includes DISTRICT'S right to obtain and review, at DISTRICT'S expense, a Phase I Environmental Site Assessment. DISTRICT'S review and approval of the Phase I Environmental Site Assessment shall be governed by the Investigation of Property contingency, including the existing forty-five (45)-day contingency period and the applicable rights and remedies provided under the AGREEMENT. This provision does not create a separate contingency period or extend the existing contingency period.

8. AMENDMENT TO PARAGRAPH 9B(3) OF THE AGREEMENT (ITEMS INCLUDED IN SALE)

SELLER's representation in Paragraph 9B(3) of the AGREEMENT that items included in the purchase price are owned by SELLER and shall be transferred free and clear of liens and encumbrances is made solely to the best of Seller's Knowledge.

9. AMENDMENT TO PARAGRAPH 11H OF THE AGREEMENT (ADDITIONAL DISCLOSURES)

"Actual knowledge," as used in Paragraph 11H of the AGREEMENT, means Seller's Knowledge.

10. AMENDMENT TO PARAGRAPH 12D OF THE AGREEMENT (SELLER REPRESENTATIONS REGARDING TENANCY)

"Actual knowledge," as used in Paragraph 12D of the AGREEMENT, means Seller's Knowledge.

11. AMENDMENT TO PARAGRAPH 16C OF THE AGREEMENT (DISCLOSURE TO BUYER REGARDING TITLE)

"Known to SELLER," as used in Paragraph 16C of the AGREEMENT, means matters within Seller's Knowledge.

12. SURVIVAL OF SELLER'S REPRESENTATIONS AND WARRANTIES

SELLER's representations and warranties contained in the AGREEMENT and this Exhibit 1 shall survive the Close of Escrow and delivery of the Grant Deed for a period of eighteen (18) months following the Close of Escrow (the "Survival Period"). Any claim or demand based upon a breach of any such representation or warranty must be asserted in a written notice delivered to SELLER, and any lawsuit or other legal action based thereon must be commenced, within the Survival Period. Any claim not so asserted, and any lawsuit or action not so commenced, prior to expiration of the Survival Period shall be forever barred, and SELLER's representations and warranties shall automatically terminate and be of no further force or effect upon expiration of the Survival Period, except as to any claim of which SELLER has received timely written notice as provided above.

13. AS-IS SALE; DISCLAIMER OF REPRESENTATIONS; RELEASE

As-Is Condition. By the end of the Investigation of Property contingency period described in Paragraph L(5) of the AGREEMENT (as the same may be extended), DISTRICT will have inspected and conducted such tests and studies of the PROPERTY as DISTRICT deems necessary. DISTRICT understands and acknowledges that the PROPERTY may be subject to earthquake, fire, flood, adverse soil or geologic conditions, hazardous materials, and other conditions affecting the PROPERTY or its suitability for DISTRICT's intended use. Subject to the express representations and warranties of SELLER set forth in the AGREEMENT and this Exhibit 1 (including, without limitation, SELLER's indemnity obligations under the Indemnity and Hold Harmless Clause Relating to Hazardous Substances above and the Lease Warranty above, each as qualified by Seller's Knowledge as set forth above), SELLER shall have no other responsibility or liability with respect to any such condition, and DISTRICT shall accept the PROPERTY "AS-IS," "WHERE-IS," with all faults.

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND THIS EXHIBIT 1, DISTRICT ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO: (I) THE VALUE OF THE PROPERTY; (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (III) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; (IV) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY; (V) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VI) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS, OR ANY RULES, REGULATIONS, ORDERS, OR REQUIREMENTS PROMULGATED PURSUANT THERETO; (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (VIII) THE CONTENT, COMPLETENESS, OR ACCURACY OF ANY DUE DILIGENCE MATERIALS OR PRELIMINARY REPORT REGARDING TITLE; (IX) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT, OR FUTURE APPLICABLE ZONING OR SUBDIVISION REQUIREMENTS; (X) THE EXISTENCE OF VESTED LAND USE, ZONING, OR OTHER ENTITLEMENTS AFFECTING THE PROPERTY; (XI) THE PRESENCE OF TENANTS OR GRAZING OR OTHER OCCUPANTS AT THE PROPERTY; OR (XII) ANY OTHER MATTER REGARDING THE PROPERTY.

AS PART OF DISTRICT'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS," "WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, DISTRICT HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS DISTRICT MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO ANY OF THE MATTERS REFERRED TO ABOVE (COLLECTIVELY, THE "PROPERTY CONDITION"), EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND THIS EXHIBIT 1, AND SELLER FRAUD, AND ANY RIGHTS THAT CANNOT BE WAIVED AS A MATTER OF LAW. SUCH WAIVER INCLUDES, WITHOUT LIMITATION, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE,

WARRANTIES OF MERCHANTABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS, OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL, OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, CLAIMS UNDER CERCLA. EFFECTIVE UPON THE CLOSE OF ESCROW, AND TO THE FULLEST EXTENT PERMITTED BY LAW, DISTRICT HEREBY RELEASES, DISCHARGES, AND FOREVER ACQUITS SELLER AND SELLER'S MEMBERS, MANAGERS, AGENTS, AND SUCCESSORS FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS, AND EXPENSES WHICH DISTRICT MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITION OR ANY OTHER ASPECT OF THE PROPERTY; PROVIDED, HOWEVER, THAT THIS RELEASE SHALL NOT APPLY TO ANY PROPERTY CONDITION OR ASPECT: (I) WHICH IS ACTUALLY KNOWN TO SELLER AS OF THE DATE OF THE AGREEMENT; (II) WHICH IS NOT DISCLOSED TO DISTRICT BY SELLER; AND (III) THE DISCLOSURE OF WHICH BY SELLER TO DISTRICT WOULD HAVE HAD A MATERIALLY ADVERSE IMPACT UPON DISTRICT'S DECISION TO PURCHASE THE PROPERTY. THIS PROVISION SHALL SURVIVE THE CLOSE OF ESCROW FOR THE SURVIVAL PERIOD DESCRIBED ABOVE. DISTRICT IS NOT RELEASING SELLER WITH REGARD TO THE BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT OF SELLER, OR WITH REGARD TO ANY THIRD-PARTY CLAIM ACCRUED AS OF THE CLOSE OF ESCROW, INCLUDING, WITHOUT LIMITATION, ANY THIRD-PARTY CLAIMS ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. SECTION 9601 ET SEQ., OR ANY COMPARABLE STATE ENVIRONMENTAL REMEDIATION OR COST-RECOVERY LAW. DISTRICT HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

> *"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."*

DISTRICT acknowledges and agrees that factual matters now unknown to it may have given, or may hereafter give, rise to causes of action, claims, demands, damages, costs, losses, and expenses which are presently unknown, unanticipated, and unsuspected, and that the waivers and releases in this Section have been negotiated and agreed upon in light of that realization. DISTRICT nevertheless intends to release, discharge, and acquit SELLER from any such unknown causes of action, claims, demands, damages, costs, losses, and expenses which might in any way be included in the waivers and matters released as set forth in this Section, subject to the carve-outs in the paragraph above. DISTRICT acknowledges that this Section was separately negotiated and is a material part of the consideration for SELLER's agreement to sell the PROPERTY on the terms set forth in the AGREEMENT, and this Section shall survive the Close of Escrow.

14. CONFLICTS; ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between the terms of the AGREEMENT (including Addendum No. 1, C.A.R. Form ADM, to which this Exhibit 1 is attached), on the one hand, and the terms of this Exhibit 1, on the other hand, the terms of this Exhibit 1 shall supersede and control.

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Rancho Temescal as granted by the United States of America to Ramon de la Cuesta et. Al. on September 13, 1871, and recorded in Book A of Patents (Transcribed Records from Santa Barbara County) at Page 315, in the Office of the County Recorder of Ventura County, lying in the unincorporated County of Ventura, State of California, more particularly described as follows;

Being that portion of land described as Parcel A in the deed from Texaco Exploration and Production Inc. to Rancho Temescal LLC, recorded on April 10, 2000, as Document Number 2000-0059668, and shown in "Certificate of Compliance, No. 99-03-480" recorded May 20, 1999, as Document Number 99-098688, both of Official Records in the Office of the County Recorder of said County,

Lying easterly of Parcel One of land described in the deed from Pacific Western Oil Corporation to United Water Conservation District, recorded September 10, 1954 in Book 1227 at Page 112 of Official Records in the Office of the County Recorder of said County, and delineated on a certain map based on California Coordinate System Zone 5 (CCS27), certified by Julian Hinds, Registered Engineer, dated April 5, 1954, recorded in the Office of the County Recorder of said County in Book 16, at pages 88 through 89, of Record of Surveys,

And northerly of the following described line;

Commencing at the southeast corner of said Parcel One, said corner being monumented by a 2½-inch brass cap marked "UWCD RE 3649" per Book 18, Page 5 of Record Of Surveys, set at CCS27 coordinates N 349,000.00 E 1,774,500.00 ; thence along the easterly line of said Parcel One, North, a distance of 1,000.00 feet to the **Point Of Beginning;** thence the following courses and distances;

1st North 55° 36' 21" East, a distance of 585.18 feet; thence,

2nd North 76° 12' 55" East, a distance of 637.28 feet; thence,

3rd South 00° 02' 16" West, a distance of 482.43 feet; thence,

4th South 89° 58' 43" East, a distance of 4,838.17 feet, more or less, to Course No. 3 of said Rancho, being a point 3,335.64 feet southwesterly, as measured along said Course No. 3, from a 2-inch iron pipe in concrete with brass cap set by the Los Angeles County Surveyor per said Book 16, Page 88, of Record of Surveys, and the **Point of Terminus.**

Contains: 1,377 Acres, more or less.

E:\Ventura\261067_Rancho_Temescal_Parcel_Acquisition\SURVEY\OFFICE\Exhibits\261067 Ex A Legal Description of Transfer.docx

Subject to any and all existing matters of record.
The above-described land is delineated on the attached Exhibit B.
Prepared by me or under my direction.

Anthony Pesce
PLS 9798

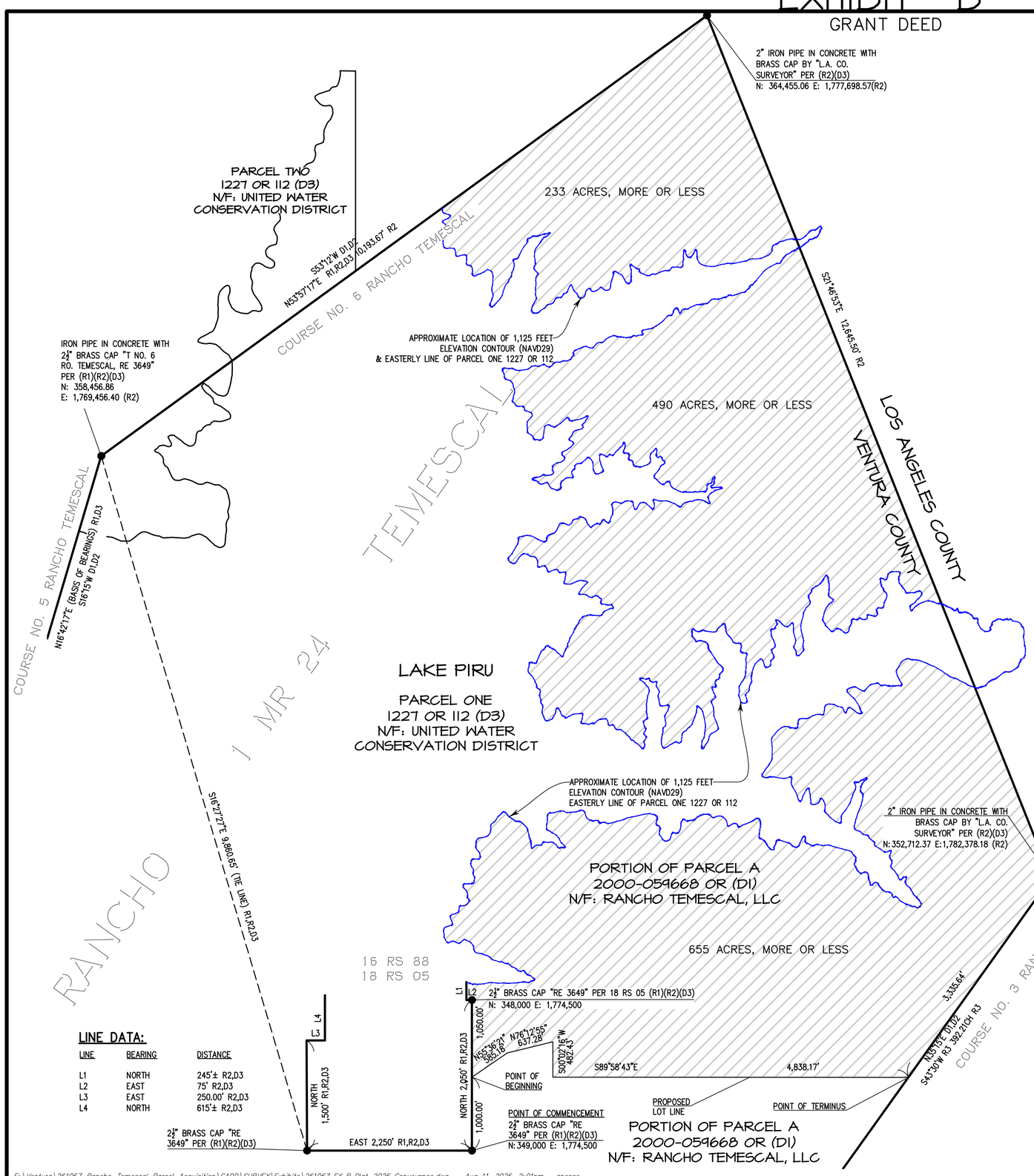
Anthony Pesce Digitally signed by Anthony Pesce
DN: C=US, E=apesce@sanbell.com, O=Sanbell, OU=Sanbell Ventura, CN=Anthony Pesce
Date: 2026.08.11 14:04:27-07'00'

Date

PROFESSIONAL LAND SURVEYOR
ANTHONY PESCE
No. 9798
STATE OF CALIFORNIA

EXHIBIT "B"

GRANT DEED



LINE DATA:

LINE	BEARING	DISTANCE
L1	NORTH	245'± R2,D3
L2	EAST	75' R2,D3
L3	EAST	250.00' R2,D3
L4	NORTH	615'± R2,D3

BASIS OF BEARINGS

THE BEARING OF N16°42'17"E ALONG COURSE NO. 5 OF RANCHO TEMESCAL PER 16 RS 88 WAS USED FOR THE PURPOSE OF THIS EXHIBIT. COORDINATES SHOWN ARE GRID CALIFORNIA COORDINATE SYSTEM, ZONE 5 (NAD27)

RECORD REFERENCES:

R1	18 RS 05
R2	16 RS 088
R3	1 MR 24
D1	2000-059668 OR
D2	99-098688 OR
D3	1227 OR 112

MONUMENT LEGEND/NOTES

- ● FD MONUMENT AS NOTED
- ▨ HATCHED AREA DENOTES AREA TO BE CONVEYED

ABBREVIATIONS

IP	IRON PIPE
MR	MISCELLANEOUS RECORDS (MAPS)
N/F	NOW OR FORMERLY
OR	OFFICIAL RECORDS
RS	RECORD OF SURVEY
VC	VENTURA COUNTY

NOTES:

NO FIELD SURVEY WAS PERFORMED IN THE PREPARATION OF THIS EXHIBIT. ALL BEARINGS, DISTANCES, AND COORDINATES ARE DERIVED FROM RECORDED DOCUMENTS.

APPROXIMATE LOCATION OF 1,125 FEET ELEVATION CONTOUR (NGVD29) BASED ON 2018 USGS LIDAR: SOUTHERN CALIFORNIA WILDFIRES DATED 2019-05-31 & 2023-2024 USGS LIDAR: LOS ANGELES COUNTY & CHANNEL ISLANDS DATED, BOTH CA ZONE 5

BLANKET SUBSURFACE EASEMENT RESERVATIONS FOR THE BENEFIT OF TEXACO EXPLORATION AND PRODUCTION, INC. (GRANTOR) AS WELL AS SURFACE EASEMENTS FOR USE RESERVED BY 2000-059688 OFFICIAL RECORDS.

1000' 500' 0' 1000' 2000'

SCALE: 1"=1000'

Anthony Pesce

Digitally signed by Anthony Pesce
DN: C=US, E=apesce@sanbell.com, O=Sanbell, OU=Sanbell Ventura, CN=Anthony Pesce
Date: 2026.08.11 14:52:18-07'00'

ANTHONY PESCE
PLS 9798

DATE

PROFESSIONAL LAND SURVEYOR
ANTHONY PESCE
No. 9798
STATE OF CALIFORNIA

SANBELL ♦ 1672 DONLON STREET ♦ VENTURA, CALIFORNIA 93003 ♦ (805) 654-6977

United Water CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager

From: Tara Acosta, Executive Assistant/Clerk of the Board

Date: **August 30, 2026 (September 9, 2026, meeting)**

Agenda Item: **5.2 Adopt Resolution No. 2026-19 Nominating Director Mohammed A. Hasan for Appointment as Independent Special District Alternate Member to the Ventura Local Agency Formation Commission (LAFCo) for the Term January 1, 2027 through December 31, 2030.**
Motion item

Recommendation:

The Board of Directors adopt Resolution No. 2026-19 nominating Director Mohammed A. Hasan for appointment as the Independent Special District Alternate Member to the Ventura Local Agency Formation Commission for the term January 1, 2027 through December 31, 2030, and authorize submission of the nomination package to Ventura LAFCo.

Discussion:

Director Mohammed A. Hasan currently serves as the Independent Special District Alternate Member on Ventura LAFCo. Adoption of the proposed resolution would formally nominate Director Hasan for consideration by the Independent Special District Selection Committee for the upcoming four-year term.

If adopted, District staff will transmit the executed resolution and Director Hasan's candidate statement/resume to Ventura LAFCo in accordance with the nomination procedures established by the Commission. Ventura LAFCo will subsequently conduct the election process in accordance with applicable provisions of the Government Code and its stated election procedures.

ATTACHMENTS:
A - Call for Nominations LAFCo Special District Letter
B - Resolution No. 2026-19
C - Mohammed Hasan Bio

ATTACHMENT A

VENTURA LOCAL AGENCY FORMATION COMMISSION
801 S. Victoria Avenue, Suite 301, Ventura, CA 93003
(805) 654-2576
ventura.lafco.ca.gov

CALL FOR NOMINATIONS
LAFCO SPECIAL DISTRICT
REGULAR MEMBER and ALTERNATE MEMBER

August 12, 2026

Chair of the Board
United Water Conservation District
1701 N. Lombard St, Ste 200
Oxnard, CA 93030

RE: CALL FOR NOMINATIONS – Ventura LAFCo Special District Regular Member and Special District Alternate Member

Dear Chair of the Board:

The terms of LAFCo special district regular member Raul Avila and alternate member Mohammed A. Hasan will expire on December 31, 2026. As such, an appointment for each seat must be made for the subsequent four-year terms (January 1, 2027, through December 31, 2030) (Govt. Code § 56334). Pursuant to state law, LAFCo special district members are appointed by the independent special district selection committee, which consists of the presiding officer of the legislative body of each independent special district in the county (Govt. Code § 56332).

Pursuant to Govt. Code 56332(f), I have determined that a meeting of the committee for the purpose of selecting a regular and alternate member to LAFCo is not feasible due to the likelihood that a quorum will not be achieved. Thus, both the nominating process and the election itself will be conducted by mail (most special districts have consented to conducting the election via electronic mail).

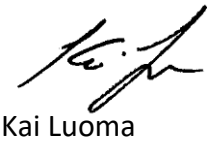
If your district wishes to nominate an individual to be a candidate for either the regular special district member or alternate special district member on LAFCo, please submit a nominating resolution (attached is a sample resolution for your use) and a candidate's statement and/or resume of no more than one page to Kai Luoma, Executive Officer, at Ventura LAFCo either by mail or via email (for those districts that have previously consented to email – see attached list).

The deadline for submitting nominating resolutions and candidate statements/resumes is 5:00 p.m., Friday, October 2, 2026. Any nomination submitted after the deadline will not be considered.

If at the end of the nominating period only one candidate for either position is nominated, that candidate shall be deemed appointed. If two or more candidates are nominated, LAFCo staff will prepare and deliver a ballot and voting instructions to each eligible district. For the election to be valid, a quorum of the 29 independent special districts must submit valid ballots.

Thank you for your attention to this matter. Please let me know if you have any questions or require additional information.

Sincerely,



Kai Luoma
Executive Officer

c: General Manager

VENTURA LOCAL AGENCY FORMATION COMMISSION
801 S. VICTORIA AVENUE, SUITE 301 • VENTURA, CA 93003
TEL (805) 654-2576 • FAX (805) 477-7101
WWW.VENTURA.LAFCO.CA.GOV

INDEPENDENT SPECIAL DISTRICTS IN VENTURA COUNTY

As of August 12, 2026

1. Bardsdale Public Cemetery District
2. Bell Canyon Community Services District
3. Blanchard/Santa Paula Library District*
4. Calleguas Municipal Water District*
5. Camarillo Health Care District*
6. Camrosa Water District*
7. Casitas Municipal Water District*
8. Channel Islands Beach Community Services District*
9. Conejo Recreation & Park District*
10. El Rancho Simi Public Cemetery District*
11. Fillmore-Piru Memorial District
12. Fox Canyon Groundwater Management Agency*
13. Hidden Valley Municipal Water District
14. Meiners Oaks Water District*
15. Ojai Valley Sanitary District*
16. Ojai Water Conservation District
17. Oxnard Drainage District No. 1
18. Oxnard Drainage District No. 2*
19. Oxnard Harbor District*
20. Piru Public Cemetery District*
21. Pleasant Valley County Water District
22. Pleasant Valley Recreation & Park District*
23. Rancho Simi Recreation & Park District*
24. Saticoy Sanitary District*
25. Triunfo Sanitation District*
26. United Water Conservation District*
27. Ventura County Resource Conservation District*
28. Ventura Port District*
29. Ventura River County Water District*

* Special Districts that have provided written consent to conduct the election via email as of August 12, 2026.

ATTACHMENT B

RESOLUTION OF THE UNITED WATER CONSERVATION DISTRICT

NOMINATING MOHAMMED HASAN TO FILL THE ALTERNATE SPECIAL DISTRICT MEMBER TERM ON THE VENTURA LOCAL AGENCY FORMATION COMMISSION FROM JANUARY 1, 2027, THROUGH DECEMBER 31, 2030

WHEREAS, the Executive Officer of the Ventura Local Agency Formation Commission (LAFCo) has notified the District of anticipated vacancies of a regular member and the alternate member on LAFCo for the four-year terms beginning January 1, 2027 and ending December 31, 2030. Pursuant to Government Code Section 56332(c), the LAFCo Executive Officer has issued a call for written nominations to fill the anticipated vacancies to each eligible district, and

WHEREAS, at the time and in the manner required by law, the United Water Conservation District met on January 9, 2026to consider the call for nominations by the LAFCo Executive Officer.

NOW THEREFORE BE IT RESOLVED by the United Water Conservation District as follows:

1) Mohammed Hasan is hereby nominated to fill the anticipated independent special district alternate member vacancy on the Ventura LAFCo for the four-year term beginning January 1, 2027, and expiring December 31, 2030.

2) The General Manager shall transmit a signed copy of this Resolution and a copy of the resume or candidate statement for Mohammed Hasan to the Ventura LAFCo Executive Officer.

This resolution was adopted on 9/9/26.

AYES

NOES

ABSTAINS

Dated: _____ ATTEST _____
President Pro Tempore Gordon Kimball

ATTEST _____
Clerk of the Board Tara Acosta

ATTACHMENT C



Director Hasan represents a portion of the City of Ventura. A 47-year resident of Ventura, Director Hasan is the owner and principal engineer of Hasan Consultants, a civil and environmental engineering firm. A water industry veteran, Director Hasan has served as a manager, engineer, operator, teacher and researcher and has been recognized for his innovative designs of local water projects and authored a book on water issues. Director Hasan also serves as Vice President of El Concilio, a non-profit organization that provides direct assistance and educational programs to the underserved farm workers community. Director Hasan also currently serves on the Board of MERITO Foundation, a Ventura based environmental organization, Tri County Easter Seals, Focus on the Masters, Ventura Youth Employment and the Hispanic Chamber of Commerce as well as having served as the centennial president of the Ventura East Rotary and president of Ventura Trade Club. An active member in Ventura Boys & Girls Club, Waterproofing Kids and the Ventura Chamber of Commerce, Director Hasan earned two master's degrees from the University of Iowa and is a fellow of two professional societies in addition to Rotary International. He was first elected to his seat in November 2020 and was re-elected in November 2022. His term on the Board expires December 1, 2026.

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Dr. Maryam Bral, Assistant General Manager

From: Nathan Summerville, Senior Engineer
Robert Richardson, Engineering Manager

cc: Suparna Jain, Atkinson, Andelson, Loya, Ruud & Romo

Date: **August 27, 2026 (September 9, 2026, meeting)**

Agenda Item: **5.3 Award of Agreement to Construct the Vineyard Avenue Crossing**
Motion

Staff Recommendation:
Authorize the General Manager to execute a construction agreement with Sam Hill & Sons, Inc. (Sam Hill & Sons) in the amount of $6,106,190 for the construction of a conveyance beneath Vineyard Avenue to connect the Saticoy Recharge Facility to Ferro Basin (CIP 8018 Freeman Diversion Improvement Project – Conveyance).

Background:
In 2009, the District purchased the Ferro Basin with the long-term goal of connecting the approximately 190-acre reclaimed aggregate mining pit to the existing Saticoy Recharge Facility. Once connected, the basin will provide additional groundwater recharge area that can be utilized during wetter years. To advance this objective, the Board of Directors authorized Capital Improvement Project (CIP) 8018 *Freeman Diversion Improvement Project – Conveyance*, which includes several improvements designed to improve conveyance of surface water diverted from the Santa Clara River into the District's groundwater recharge basin network and surface water delivery systems. A key component of CIP 8018 is the construction of a connection from the Noble 3 Basin at the southern end of the Saticoy Recharge Facility to the Ferro Basin with a new pipeline crossing Vineyard Avenue.

The project is supported by the Department of Water Resources Integrated Regional Water Management (IRWM) Grant, which provides $1 million in funding, with the remaining project costs funded through a local match. The current schedule in the grant agreement requires project completion by June 2027; however, the District has requested an extension through December 2027 to provide sufficient time for construction. Upon completion, the project is expected to provide an additional 2,000 to 3,000 acre-feet of groundwater recharge annually on average, with the benefits occurring primarily during

wetter-than-average years when additional surface water is available for diversion and recharge. The project also supports the broader Freeman Diversion Improvement Program by expanding available recharge capacity and positioning the District to fully utilize future planned improvements intended to increase diversion capacity at the Freeman Diversion.

Preliminary design began in Fall 2023, and the 100% design package prepared by HDR Engineering, Inc. (HDR) was completed in July 2024. The project consists of two parallel 60-inch reinforced concrete pipelines, upstream structure and control gates within Noble 3 Basin, and a discharge structure within the Ferro Basin. The conveyance facilities are designed to transfer up to 375 cubic feet per second between the basins.

In accordance with the California Environmental Quality Act (CEQA), an Initial Study-Mitigated Negative Declaration (IS-MND) was prepared to evaluate the project's potential environmental impacts and identify mitigation measures where appropriate. Following public review and consideration of comments received, the Board of Directors adopted the IS-MND and associated Mitigation Monitoring and Reporting Program on October 9, 2024.

Because Vineyard Avenue is owned and maintained by the California Department of Transportation (Caltrans), an encroachment permit is required prior to construction. Following completion of the 100% design milestone, a permit package was submitted to Caltrans in 2024. During its review, Caltrans required additional geotechnical investigations and structural analyses, leading to a separate encroachment permit to perform additional test borings in the roadway. The resulting information was incorporated into the project design and permitting package. Following completion of the additional investigations and submittals, the final encroachment permit application was resubmitted in December 2025 and approved by Caltrans in April 2026.

Discussion:
Solicitation for construction bids commenced on July 6, 2026, using the online procurement service BidNet which includes a California Purchasing Group. A mandatory pre-bid job walk was held on July 23, 2026, and was attended by representatives from nine (9) firms. Bids were opened on August 17, 2026. The District received proposals from four (4) firms. The results of the bid opening are summarized below:

Bidders	**Bid Amount**
Sam Hill & Sons, Inc.	$6,106,190
Cedro Construction, Inc.	$6,447,364
J.W. Fowler	$8,836,800
Bosco Constructors, Inc.	$9,327,000
Engineer’s Estimate (HDR)	$5,817,625

Staff reviewed the bids and determined that Sam Hill & Sons submitted the lowest responsive and responsible bid. The review included evaluation of the experience and qualifications of both the prime contractor and the proposed micro tunnel subcontractor. Staff recommend awarding the construction agreement to Sam Hill & Sons for the project to connect the Saticoy Recharge Facility to the Ferro Basin.

If award is approved by the Board, the project will begin with a pre-construction phase initiated through Notice to Proceed No. 1 (NTP-1). During the 210-calendar-day NTP-1 period, the contractor will complete critical pre-construction activities, including Caltrans submittal approvals, procurement of gates and other long-lead items, preparation of the micro tunnel boring machine, and preparation of required construction submittals. Upon completion of the NTP-1 requirements, the District may issue Notice to Proceed No. 2 (NTP-2), authorizing the start of construction activities. Following issuance of NTP-2, the contractor will have 184 calendar days to complete construction. The District currently anticipates issuing NTP-2 in May 2027, after the peak winter rainfall months have passed.

When completed, the project will expand the District's available groundwater recharge capacity, increase recharge activities during wetter years, and support the District's long-term sustainability objectives. Construction completion is anticipated in late October 2027.

Mission Goal:
The purpose of this agreement aligns with Goal A – Water Supply.

Fiscal Impact:
The total agreement amount of $6,106,190 will be funded through the budget authorized for CIP 8018 - Freeman Diversion Improvement Project (Conveyance). The project schedule allows funding to be authorized over two fiscal years (FY), consistent with the project budget included in the District's adopted Capital Improvement Program. Of the total agreement amount, $5,500,000 will be authorized in FY 2026/2027, with the remaining balance authorized in FY 2027/2028. A total of $6,297,405 is available in FY 2026/2027 for construction and construction-related services under Account Nos. 51-400-81020-8018-830 (equipment), and -835 (construction).

Attachment:
A – Construction Contract with Sam Hill & Sons for the Freeman Diversion Improvement Project – Conveyance

APPROVED AS TO FORM:

_____

Suparna Jain, Partner
Atkinson, Andelson, Loya, Ruud & Romo
Legal counsel for United Water Conservation District

DATED:

_____

AGREEMENT

THIS AGREEMENT, made and entered into on _____, 2026 by and between United Water Conservation District, a public corporation organized and existing under the provisions of California Water Code section74000 *et seq.*, hereinafter referred to as "Owner," and

Sam Hill & Sons, Inc.

hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined herein, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.

2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as constructing two 60-inch reinforced concrete pipe hydraulic connections for stormwater conveyance between United Water Conservation District's Ferro and Noble infiltration basins.

And as more specifically set forth in the Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefor, the prices set forth in the accepted Bid Proposal and herein, subject to additions or deductions as provided for in the Contract Documents. The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed and approved in accordance with the

requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for final completion of the Work.

4. The Work shall commence within fifteen (15) days after the date specified in the Notice To Proceed (NTP1) issued by the Owner, and shall be fully completed not later than 184 calendar days from the Commencement Date specified in the second Notice To Proceed (NTP2).

Contractor shall diligently pursue submittals, procurement, and preconstruction activities following issuance of NTP1 and shall be prepared to proceed with construction upon issuance of NTP2, including approval of required submittals, procurement of major equipment, and compliance with all applicable permit requirements, including coordination under the Caltrans encroachment permit. Contractor shall achieve readiness for construction within 210 calendar days following issuance of NTP1. The District shall issue NTP2 no later than 210 calendar days following issuance of NTP1. Contractor's readiness to proceed prior to the expiration of the 210 calendar day period shall not obligate the Owner to issue NTP2.

Time is of the essence for completion of the Work. If the Work is not fully completed in the time specified herein, plus any extension of time as may be granted by the Owner pursuant to the terms of the Contract Documents, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall forfeit and pay to Owner as liquidated damages, and not as a penalty, the sum of $5,000 (Five Thousand Dollars) per calendar day for each day until final completion of the Work. Such liquidated damages may be charged to the Contractor directly, or may be deducted from any payments due or to become due to the Contractor.

5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the sum of $6,106,190 (Six Million, One Hundred Six Thousand, One Hundred Ninety Dollars), said sum being the total amount stipulated in the Bid Proposal, and hereby contracts to pay the same at the time, in the manner, and subject to the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be fully completed to the approval and entire satisfaction of the Owner and its Engineer.

7. The Contractor shall assume the defense of and indemnify and hold harmless the Owner, and its Engineer, the Owner's Representative, and their respective directors, officers, board members, employees, independent contractors, representatives, consultants, agents , and volunteers, and each of their respective successors and assigns, and each of them (collectively herein "Indemnitees") from and against:

a. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of

defense and attorneys ' fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, including, but not limited to, (1) injury to or death of any person, including the Indemnitees; (2) damages to or destruction of property of any person, including the Indemnitees, (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) other loss, damage, or expense, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

b. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys ' fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing or future governmental law, ordinance or regulation, specifically including, but not limited to, the safety of workers, compliance with which is the responsibility of Contractor, any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

c. Any dispute between Contractor and Contractor's Subcontractors, suppliers, and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or materialman of any tier or any other person employed in connection with the Work.

d. Any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice, or claim and seek reimbursement from Contractor, either directly or by deduction from any payments due or to become due to Contractor

Contractor shall give prompt written notice to the Owner of any litigation, mediation, arbitration or proceedings pending or threatened against Contractor or any Subcontractor or which relates to the Project and in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than $50,000. Contractor shall not (and shall not cause or permit any Subcontractor to) initiate or settle any litigation arising out of or related to the Project and/or any Work in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than $250,000 without Owner's prior written consent and Contractor shall keep Owner apprised of the status of any such litigation.

Contractor shall defend, at the Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees in any such suit, action, or other legal proceeding. Contractor shall promptly, but in no event later than

thirty (30) days following Owner's or Indemnitee's demand therefor, reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Promptly after receipt by an Indemnitee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential claim from a third party as to which any indemnity provided for in this Agreement and the Contract Documents may apply, the Indemnitee will notify the Owner and Contractor in writing of such fact. Any delay by an Indemnitee in notifying Contractor of any such claim or notice will not excuse Contractor of its obligations hereunder. Upon Contractor's receipt of such notice, Contractor shall assume, on behalf of the Indemnitee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both the Contractor and the Indemnitee, and if the Indemnitee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with those available to Contractor, then the Indemnitee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Contractor's expense.

If any third party claim arises as to which any indemnity provided for in this Agreement and the Contract Documents may apply, and Contractor fails to assume the defense of such claim promptly after the receipt by Contractor of notification thereof, then the Indemnitee against which the claim is instituted or commenced may, at Contractor's expense, contest, or (with the prior written consent of Contractor, not to be unreasonably withheld) settle such claim; provided that no such contest need be made and settlement or full payment of any such claim may be made without Contractor's consent (with Contractor remaining obligated to indemnify the Indemnitee under this Agreement and the Contract Documents) if, in the written opinion of the Indemnitee's legal counsel, such claim is meritorious. All costs and expenses incurred by Indemnitee and/or the Owner in connection with any such contest, settlement, or payment may be deducted from any amounts due or to become due to Contractor under this Agreement and the Contract Documents, with all such costs in excess of the amount deducted to be reimbursed by Contractor to the Owner or the Indemnitee promptly following, but not later than thirty (30) days following, Owner's or Indemnitee's demand therefor. In the event and to the extent that the Owner makes a deduction as described in the preceding sentence, then Owner shall be responsible for making appropriate payments to any Indemnitees, and shall indemnify Contractor for any claims by the Indemnitees arising out of Owner's failure to make such payments.

The indemnification obligations herein shall survive the completion of the Work under the Contract and/or expiration or termination of the Contract.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-14 of the Instructions to Bidders, entitled LIABILITY INSURANCE; and Article 7 of the General Provisions, entitled CONTRACTOR'S INSURANCE; and the Special Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees. The indemnification obligations herein shall be in effect without regard to whether or not Owner, Contractor, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such indemnified claims.

8. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Notice Inviting Bids
Instructions to Bidders
Bid Proposal and Declaration
Bid Schedule
Information Required of Bidder
List/ Designation of Subcontractors
Bid Security Form and Bid Bond or other Bid Security
Non-Collusion Declaration of Contractor
Agreement Form
Faithful Performance Bond
Payment Bond
Non-Collusion Declarations of Subcontractors
All Required Insurance Policies and Endorsements
Notice to Proceed
General Provisions
Special Provisions
Specifications
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

9. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

10. If any term, covenant, condition, or provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

11. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise, and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

12. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

13. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

United Water Conservation District

By:

Its:
[TITLE]

By:

Its:
[TITLE]

Address: For Giving Notice to Owner

1701 N. Lombard Street
Oxnard, CA 93030

"CONTRACTOR"
Sam Hill and Sons Inc.

License No(s). 648594

Expiration Date(s): 6/30/2028

By:

Its:
[TITLE]

By:

Its:
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original.

FAITHFUL PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: constructing two 60-inch reinforced concrete pipe hydraulic connections for stormwater conveyance between United Water Conservation District's Noble and Ferro infiltration basins (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that

it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone: _____	Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars ($_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled

to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the_____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto

TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company , association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

ADMINISTRATIVE NOTICE TO PROCEED (NTP1)

TO: _____

_____

[CONTRACT AWARDEE]

FROM: Board of Directors, United Water Conservation District

NOTICE IS HEREBY GIVEN that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

_____

_____

[IDENTIFICATION OF PROJECT]

This Notice to Proceed (NTP1) authorizes the Contractor to begin submittals, procurement, and preconstruction activities only, in accordance with the Contract Documents.

The documents checked off below have been received and are on file with the General Manager of United Water Conservation District:

Agreement, fully executed	[ ]
Payment Bond (100%)	[ ]
Faithful Performance Bond (100%)	[ ]
Worker's Compensation Insurance Certificate	[ ]
Liability Insurance Policy or Certificate, w/ Endorsements	[ ]
Non-Collusion Declarations	[ ]
Baseline Schedule	[ ]
Schedule of Values	[ ]

The Project has been registered with the California Department of Industrial Relations in accordance with applicable law.

Contractor shall begin submittals, procurement, and related preconstruction activities within fifteen (15) calendar days after the Commencement Date set forth below. Construction activities shall not commence until issuance of a second Notice to Proceed (NTP2), which will establish the Commencement Date for Contract Time and final completion as set forth in the Agreement.

UNITED WATER CONSERVATION DISTRICT

By: _____

Title: _____

Commencement Date:

CONSTRUCTION NOTICE TO PROCEED (NTP2)

TO: _____

_____

[CONTRACT AWARDEE]

FROM: Board of Directors, United Water Conservation District

NOTICE IS HEREBY GIVEN that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

_____

_____

[IDENTIFICATION OF PROJECT]

This Notice to Proceed (NTP2) authorizes the Contractor to commence construction activities in accordance with the Contract Documents.

Contractor is authorized to commence construction activities as of the Commencement Date set forth below. The Commencement Date established by this Notice to Proceed (NTP2) shall constitute the start of Contract Time, and all Work shall be fully completed within the time set forth in the Agreement, as measured from this Commencement Date.

UNITED WATER CONSERVATION DISTRICT

By: _____

Title: _____

Commencement Date:

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Dr. Maryam Bral, Assistant General Manager

From: Nathan Summerville, Senior Engineer
Robert Richardson, Engineering Manager

cc: Suparna Jain, Atkinson, Andelson, Loya, Ruud & Romo

Date: **August 26, 2026 (September 9, 2026, meeting)**

Agenda Item: **5.4 Award of Agreement with HDR Engineering, Inc. for Construction Management Services for the Vineyard Avenue Crossing**
Motion

Staff Recommendation:
Authorize the General Manager to execute the Professional Consulting Services Agreement for construction management and inspection related services with HDR Engineering, Inc. for the not-to-exceed amount of $539,900 to support the construction of Vineyard Avenue Crossing to connect the Saticoy Recharge Facility to Ferro Basin (CIP 8018 Freeman Diversion Improvement Project – Conveyance).

Background:
Capital Improvement Project (CIP) 8018, *Freeman Diversion Improvement Project - Conveyance*, will construct a new connection between the District's Saticoy Recharge Facility and Ferro Basin. The project consists of parallel 60-inch reinforced concrete pipelines, flow control improvements within Noble 3 Basin, a discharge structure within the Ferro Basin, and a trenchless crossing beneath Vineyard Avenue. Upon completion, the project is expected to provide an additional 2,000 to 3,000 acre-feet of groundwater recharge annually on average, with benefits occurring primarily during wetter-than-average years when additional surface water is available for diversion and recharge. The project is partially funded through a $1 million Department of Water Resources Integrated Regional Water Management (IRWM) Grant, with the remaining costs funded through District matching funds.

Design, environmental review, and permitting activities for the project have been completed, and construction bids were received in August 2026. Under a separate agenda item, staff is recommending award of a construction contract to construct the project. The proposed agreement with HDR will provide construction management,

inspection, and construction support services necessary to administer the construction contract and oversee project implementation through completion.

Discussion:
The primary challenge and risk associated with the Vineyard Avenue Crossing Project is the trenchless construction of parallel pipelines beneath Vineyard Avenue. Following a project-specific geotechnical investigation, HDR recommended micro-tunneling as the preferred method for completing the crossing without requiring closure of Vineyard Avenue. The more common jack-and-bore method was rejected due to the presence of running sand and cohesionless soils within the bore path. Trenchless construction methods are necessary because closure of Vineyard Avenue would cause significant impacts on the region and would almost certainly be unacceptable to Caltrans, who owns and operates the roadway (State Route 232).

The proposed scope of work for construction management services includes a dedicated Construction Manager with experience on similar projects, a full-time senior inspector for civil, structural, and mechanical work, and specialized trenchless support dedicated to full-time inspection of the micro-tunneling operations. Due to the critical nature of the micro-tunneling component, United retained HDR as both the geotechnical engineer and designer of record. Continuing this strategy and based on experience gained from previous construction projects, staff recommend retaining HDR for construction management and inspection services. This provides continuity from design through construction, maintains a single consultant responsible for the design and interpretation of design intent during construction, and avoids placing the District in the position of mediating communication and potential technical disagreements between multiple firms. The HDR construction management team will assist the District with administration of the construction contract. Engineering services during construction will continue to be provided by the HDR design team, which will work closely with the construction management team.

Construction management activities are anticipated to begin in October 2026 to support submittal reviews, pre-construction coordination, and other early project activities. Once construction begins, currently estimated for May 2027, construction management activities will increase significantly and continue through the end of construction to support project closeout and documentation.

The proposed scope of work provides sufficient budget to maintain inspection coverage whenever the contractor is onsite and actively performing work. Based on experience from previous District construction projects, staff have found that consistent field presence improves project coordination, facilitates timely resolution of issues, enhances quality assurance, and reduces demands on District staff. The construction management team will also assist with coordination of project activities with the City of Ventura's State Water Interconnect Project, as needed, to support concurrent construction activities and minimize potential scheduling conflicts. The scope of work also includes project closeout

services, including review of contractor redlines, warranty documentation, and review of records.

Given the complexity of the Vineyard Avenue crossing and the specialized nature of the micro-tunneling work, and the sensitivity of working within Caltrans right-of-way, staff recommend full-time inspection and construction oversight for this project. District staff find the proposed scope and fee to be appropriate and recommend approval of the agreement with HDR for construction management and inspection services and will work closely with the consultant and contractor to provide project management and oversight throughout the project.

Mission Goal:
The purpose of this agreement aligns with Goal A – Water Supply.

Fiscal Impact:
There are sufficient funds in the FY 2026/2027 budget to cover the not-to-exceed agreement amount of $539,900. After accounting for the planned construction agreement authorization, the remaining $797,405 will be available in FY 2026/2027 for construction-related services (Account No. 51-400-81020-8018-835).

Attachment:
A – Professional Services Agreement with HDR Engineering, Inc. to Support Construction Management for the Vineyard Avenue Crossing (CIP 8018 Freeman Diversion Improvement Project – Conveyance)

APPROVED AS TO FORM:

_____

Suparna Jain, Partner
Atkinson, Andelson, Loya, Ruud & Romo
Legal counsel for United Water Conservation District

DATED:

_____

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on _____, 2026, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter "**UNITED**"), and **HDR Engineering, Inc.** (hereinafter "**CONSULTANT**").

RECITALS:

WHEREAS, UNITED desires to obtain professional construction management services in connection with the **Vineyard Avenue Undercrossing, a component of the Freeman Diversion Improvement Project – Conveyance** ("Project"); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit "A" ("Scope of Work/Schedule of Charges"). CONSULTANT shall perform such professional services as set forth in Exhibit "A" and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit "A" shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **Bryan Tuschhoff** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b)

maintain direct communication with UNITED's **Senior Engineer** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **March 31, 2028.**

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **Five Hundred Thirty-Nine Thousand Nine Hundred Dollars ($539,900)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

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

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

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

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

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

4. SCHEDULE OF WORK

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

CONSULTANT's Project Manager shall keep UNITED's **Senior Engineer, Nathan Summerville,** or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any

loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state

or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion.

If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be

satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:
Bryan Tuschhoff
HDR Engineering, Inc.
625 East Santa Clara St., Suite 200
Ventura, CA 93001

To UNITED:
Nathan Summerville
United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

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

H. Incorporation of Recitals and Exhibits

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

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By _____
Mauricio Guardado, General Manager

HDR ENGINEERING, INC.

By _____

_____

EXHIBIT "A" TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.

August 24, 2026

Nathan Summerville
Senior Engineer
United Water Conservation District
1701 Lombard Street, Suite 200
Oxnard, CA 93030

Subject: Construction Management Oversight Services Letter Proposal – Vineyard Ave Crossing, CIP 8018

Dear Mr. Summerville:

HDR is pleased to submit this Letter Proposal to the United Water Conservation District (District) to provide Construction Management Oversight Services for the Vineyard Avenue Crossing, known formally in the bidding documents as Groundwater Recharge Capacity Expansion Project, Ferro Recharge Specification No. 26-03 (a component of CIP 8018 – Freeman Diversion Improvement Project – Conveyance).

The Vineyard Avenue Crossing represents an important investment in the District's water resources infrastructure that will enhance operational flexibility, improve groundwater recharge capabilities, and support long-term water supply reliability for the communities served by the District. HDR understands the significance of this project and the importance of delivering the improvements efficiently and in accordance with the District's budget, schedule, and quality objectives.

HDR brings extensive experience delivering complex water, wastewater, conveyance, trenchless, and groundwater recharge infrastructure projects throughout California. Our approach emphasizes proactive communication, issue resolution, and collaboration among project stakeholders to support successful project delivery while protecting the District's interests.

HDR proposes the services of Mr. Bryan Tuschhoff, who will serve as Construction Manager and the District's primary point of contact. Bryan brings more than 30 years of experience managing complex infrastructure projects, including large-diameter pipelines, water transmission facilities, trenchless construction, and utility infrastructure improvements. During the project duration, he will provide overall project leadership and oversight, including stakeholder coordination, schedule monitoring, issue resolution, change order management, and effective communication between the District, the contractor, HDR's design team, regulatory agencies, and other key project stakeholders.

HDR's project team is further supported by our nationally recognized Trenchless Services Group. Austin Wilkes, PE, HDR's Trenchless Services Engineering Lead, will serve as the Construction Manager during the microtunneling operation, leveraging his extensive experience delivering large-diameter microtunneling, pipe jacking, and trenchless infrastructure projects throughout California and North America to provide specialized oversight and support for successful project delivery.

The proposed microtunneling crossing beneath State Route 232 represents one of the most technically challenging and risk-sensitive components of the project. This work is expected to require enhanced oversight due to anticipated mixed ground conditions, including cobbles and gravels, and the potential for encountering oversized boulders during tunneling operations.

To address these project risks, HDR proposes that Austin Wilkes provide full-time on-site construction oversight during the microtunneling operation, anticipated to be 2 months duration starting in early May 2027. During this period, Mr. Wilkes will serve as HDR's dedicated field representative, monitoring tunneling progress, reviewing contractor operations, evaluating geotechnical conditions, coordinating with project stakeholders, and proactively identifying potential issues before they impact safety, schedule, or cost.

This targeted staffing approach allows HDR to focus resources during the key phases of construction while maintaining effective project management and contract administration throughout the overall project duration.

Thank you for the opportunity to provide Construction Management Oversight Services to the District. HDR appreciates the opportunity to support this important infrastructure improvement project and looks forward to continuing our relationship with the District.

Please contact Randy Lovan, HDR's Southern California Construction Management Lead, at Randy.lovan@hdrinc.com or (949) 439-0423 to discuss our CMS approach. We appreciate the opportunity to support the District and look forward to our continued relationship.

Sincerely,

HDR Engineering, Inc.



Anna Lantin, PE
Senior Vice President



Randy Lovan, Cert. CM, QSP
Construction Management Lead

Project Understanding

HDR understands the Vineyard Avenue Crossing will construct critical stormwater conveyance infrastructure between the Noble and Ferro Recharge Basins in Ventura County to improve operational flexibility, increase groundwater recharge capacity, and enhance regional water reliability.

HDR recognizes that successful project delivery will require proactive management of key risks associated with microtunneling, geotechnical and groundwater conditions, utility conflicts, environmental and permit compliance, access constraints, long-lead procurements, and schedule performance. The project will also require close coordination among the District, Contractor, Design Engineer, Caltrans, utility owners, regulatory agencies, testing and environmental consultants, and other stakeholders, including potential coordination with the City of Ventura's State Water Interconnect (SWI) Project to address access, traffic control, utility, sequencing, and scheduling considerations

The project consists of constructing two 60-inch reinforced concrete pipelines utilizing both open-cut trench construction and microtunneling methods, including a trenchless crossing beneath Caltrans State Route 232/Vineyard Avenue, construction of inlet and discharge structures, slide gates, and associated appurtenances necessary to establish a fully operational hydraulic connection to extend recharge operations to the Ferro Basin.

As the District's Construction Management representative, HDR recognizes several critical project elements requiring proactive oversight, coordination, and risk management, including the microtunneling operation, open-cut pipeline installation, structural concrete work, environmental compliance, stakeholder coordination, and schedule management.

Construction Management Approach

HDR's construction management approach is centered on proactive project controls, clear communication, comprehensive documentation, and timely issue resolution.

Stakeholder Coordination

HDR recognizes that successful delivery of this project will depend on effective coordination among the District, Contractor, Design Engineer, Caltrans, utility owners, Tenants and adjacent property owners, and specialty consultants as needed.

Coordination with the District: HDR will serve as the District's primary construction management representative and maintain regular communication with District staff throughout the project. HDR will coordinate project activities, facilitate timely decision-making, provide status updates on schedule, budget, and construction progress, and promptly communicate emerging issues and potential risks. HDR will work closely with the District's Project Manager and Operations personnel to verify construction activities are aligned with operational requirements, project objectives, and stakeholder expectations.

Coordination with the Design Engineer: As both the Engineer of Record and Construction Management consultant, HDR provides a fully integrated project delivery approach that enhances communication, responsiveness, and accountability throughout construction. HDR's construction management team will work directly with the project design team to expedite the review of RFIs, submittals, design clarifications, and

potential change orders. This collaborative structure eliminates organizational barriers often encountered between separate design and CM firms, allowing technical issues to be evaluated and resolved more efficiently. Direct access to the engineers who developed the design enables faster interpretation of design intent, timely resolution of field conflicts, and proactive management of constructability challenges. This integrated approach reduces project risk, supports schedule performance, limits potential cost impacts, and helps verify the constructed facilities meet the District's operational and performance objectives.

Coordination with Caltrans: HDR will coordinate with Caltrans throughout the project to support compliance with encroachment permit requirements and facilitate construction activities associated with the microtunneling crossing beneath State Route 232. HDR will assist in monitoring permit compliance, coordinating inspections and notifications, reviewing traffic control requirements, and facilitating communication between the Contractor and Caltrans representatives. HDR will work proactively with Caltrans and the project team to identify and resolve issues that could affect public safety, transportation operations, permit compliance, or project schedule.

Coordination with Tenants and Adjacent Property Owners: The District will make initial communications with Tenants and Property Owners to introduce HDR. HDR will then coordinate with United's Tenants who currently use the Project Sites for access to maintain their operations during construction. HDR will also help coordinate with adjacent Property Owners during construction for any noise and safety concerns.

Coordination with the City of Ventura State Water Interconnect (SWI) Project: HDR recognizes that concurrent construction activities associated with the City of Ventura's SWI Project may influence project access, traffic control, utility coordination, construction sequencing, and schedule performance. The District has indicated they would like to take the lead on coordination with the City of Ventura and the SWI Project. HDR will provide supplemental coordination (as needed) to identify potential conflicts, facilitate timely communication among stakeholders, and support the development of practical solutions that reduce impacts to both projects and help maintain overall project objectives

Microtunneling Oversight

HDR recognizes that the microtunneling component represents one of the most technically complex portions of the project. Successful execution will require diligent oversight of shaft construction, tunneling activities, line and grade control, groundwater conditions, settlement monitoring, production rates, contingency planning, and coordination with Caltrans to minimize risks to adjacent infrastructure and the traveling public.

To support this effort, HDR will leverage the resources of our dedicated Trenchless Services Group. Through the involvement of Austin Wilkes, PE, HDR's Trenchless Services Engineering Lead, The District will receive specialized trenchless expertise and dedicated field oversight during the tunneling operation. Beyond Austin's expertise in the field, HDR's Trenchless Services Group will provide a deep bench of nationally recognized trenchless experts to assist as needed from preconstruction to project completion.

Given the technical complexity of the microtunneling operation and the potential for mixed ground conditions, cobbles, gravels, and oversized boulders, HDR proposes that Austin Wilkes, PE, HDR's

Trenchless Services Engineering Lead, provide full-time on-site oversight during tunneling operations for an assumed duration of 8 weeks. Mr. Wilkes will provide specialized trenchless expertise to support risk management, evaluate field conditions and settlement monitoring results, review contractor operations, coordinate with project stakeholders, and assist in the timely resolution of technical and construction issues.

This focused approach provides the District with experienced trenchless project oversight during critical phases of construction while maintaining efficient project staffing throughout the overall project duration.

Scope of Work

HDR proposes the following Scope of Work for Construction Management Oversight Services for the project. Additional services may be provided under separate authorization should the scope require modification.

Pre-Construction Services

Pre-Construction Meeting: HDR will facilitate the Pre-Construction Meeting with the District, the Design Engineer, and the Contractor. HDR will prepare and submit a draft agenda five business days in advance and distribute meeting minutes within three business days following the meeting.
Assumptions: One pre-construction meeting is assumed. Meeting will not exceed four hours. District, Contractor, and Design Engineer representatives will attend. Meeting minutes will be distributed electronically.

Pre-Construction Scheduling Meeting: HDR will facilitate a Pre-Construction Scheduling Meeting with the District and the Contractor to review schedule requirements, specifications, and formatting. HDR will prepare and submit a meeting agenda five business days in advance and distribute meeting minutes within three business days.
Assumptions: One scheduling meeting is assumed, Contractor will prepare and submit the baseline schedule for review.

Construction Phase Services

HDR will provide Construction Management services throughout the project duration, including project coordination, stakeholder communications, contract administration, schedule review, issue resolution, change order management, and construction oversight. HDR will utilize proven project management practices to identify and manage project risks, facilitate timely decision-making, and support successful project delivery.

Bi-Weekly Project Progress Meetings: HDR will prepare and post a meeting Agenda, and schedule / chair weekly construction progress meetings with the Contractor, Design Engineer, and the District and will post Meeting Minutes to the document control system. Meeting topics will include safety, schedule, near-term activities, submittals, RFIs, change orders, and other items that need resolution. Meeting Minutes will contain an ongoing Action List.
Assumptions: up to 26 weekly progress meetings. Meetings will be virtual or onsite as required. Meeting durations are assumed not to exceed two hours.

Correspondence and Communication: HDR will establish and manage project communication protocols and issue formal correspondence through the electronic document control system in accordance with the contract documents.
Assumptions: All official communications will be managed through the designated EDCS. HDR will not maintain duplicate project record systems.

Electronic Document Control: The Contractor shall provide and maintain an Electronic Document Control System (EDCS) for project communications and document management. HDR will utilize the EDCS to manage submittals, RFIs, change orders, correspondence, progress payments, daily reports, photographs, and other project records. The system shall provide document tracking, audit trails, search capabilities, reporting functions, and project archiving upon completion.
Assumption: Contractor will provide and maintain the EDCS. HDR will be provided administrative access. District, Design Engineer, and Contractor personnel will utilize the EDCS consistently. Electronic document control software and setup supplied by others.

Submittal Review: HDR will coordinate all submittals submitted prior to involving the Design Engineer or appropriate party to verify that the submitted documentation is accurate and complete. HDR will then transmit the document through the EDCS to the appropriate party for review and monitor the review time to verify it does not exceed the contractual time limits. The responses will be returned to the Construction Contractor. A log will be generated to track ball-in-court responsibilities, closed, pending and outstanding submittals.
Assumption: HDR will coordinate up to 75 submittals/resubmittals. HDR will perform administrative completeness reviews only. Technical review and engineering approval remain the responsibility of the Design Engineer. Contractor will submit complete and organized submittal packages. Review durations are subject to contractual review periods.

RFIs / RFCs: HDR will encourage the Contractor to identify and propose potential solutions when submitting Requests for Information (RFIs). If the project team is unable to resolve the issue based on available project documentation, HDR will promptly forward the RFI to the Design Engineer through the EDCS. HDR will monitor review and response times to help verify compliance with contractual requirements and will distribute all RFI responses to the Contractor and District as appropriate. HDR will maintain an RFI log to track status, turnaround times, responsibility assignments ("ball-in-court"), and closed, pending, and outstanding RFIs. HDR will also notify the District of potential cost or schedule impacts resulting from RFI responses and related design clarifications.
Assumption: Assume up to a total of 30 RFIs / RFCs. Contractor will prepare complete RFIs with supporting documentation. Design Engineer will provide technical responses. HDR will coordinate and track RFI workflow only.

Change Order Management: HDR will review, negotiate, and provide recommendations regarding change order proposals. Reviews will include evaluation of entitlement, independent cost analysis, schedule impacts, and effects on critical path activities. HDR will prepare written recommendations for the District's review and approval.
Assumption: up to 5 change order reviews. Contractor-proposed change orders will include complete supporting documentation. HDR will provide recommendations only. Final approval authority remains with the District

Claims Management: HDR will manage and respond to contractor claims and potential claims, prepare written entitlement analyses, and provide resolution recommendations to the District.
Schedule of Values: HDR will review and approve the contractor's Schedule of Values to support progress tracking and payment review.
Assumption: up to 5 Proposed Change Order request (PCO) reviews. HDR will evaluate routine claims and potential claims. Litigation support, depositions, mediation, arbitration, expert witness services, or court testimony are excluded.

Progress Payments: HDR will review and provide recommendations for approve monthly progress payment applications and verify supporting documentation prior to submission to the District.
Assumption: up to 7 contractor's progress payment reviews. HDR's review is based on observed quantities and supporting documentation

Permit Coordination: HDR will verify that required permits are obtained and conditions are met and will monitor inspection requests and compliance.

Safety: Safety is a core value at HDR and is integrated into every aspect of our work. As an employee-owned company, we are committed to seeing that everyone goes home safely each day. Our nationally recognized health and safety program includes comprehensive employee training, support from certified safety professionals, and project-specific safety planning tailored to each project's unique risks and requirements. HDR's approach focuses on meeting client safety expectations, minimizing project risks, and helping avoid incidents that could cause delays. While the Construction Contractor retains primary responsibility for site safety, HDR will monitor and report on the contractor's implementation of its safety program and promptly notify the contractor and the District of any observed safety concerns or violations. Our people-centered safety culture and strong safety performance have enabled HDR to maintain OSHA recordable incident and lost-time injury rates that consistently remain below industry averages.
Assumptions: Contractor maintains sole responsibility for site safety and OSHA compliance.

Monthly Reporting: HDR will prepare and submit a monthly progress report documenting budget, schedule, potential issues, and work performed.
Assumptions: HRD will provide up to 7 monthly reports.

Construction Inspection Services

General Inspection Services: HDR will provide construction inspection services to verify that the work is performed in accordance with the plans, specifications, permits, and contract requirements. Inspectors will document contractor activities, maintain daily reports, verify testing and inspection completion, and promptly communicate project issues requiring resolution.
Assumptions: HDR will provide 1 (one) full-time construction inspector. Daily reports will be provided when the Contractor is performing work onsite.

Non-Conformance Reporting: HDR will observe, inspect and monitor construction to verify conformance with plans and specifications. Should work not meet the requirements of the contract and/ or the code, HDR will notify the District and the contractor immediately. If the work is not rectified, the item will be documented, and a formal issue of Non-Conformance will be sent to the Contractor.
Assumptions: up to 10 non-conformance reports.

Photographic Records: HDR will photograph work and changed conditions, disputed work and extra work

and will identify photos with a description and date. All photo documentation will be logged and filed.

Project Close-out

Record Drawings: HDR will review contractor-maintained record drawings throughout construction to verify accuracy and completeness. Upon project completion, HDR will review the final record drawings and transmit approved copies to the District and Design Engineer.

Punch List: The HDR team will provide the Contractor with field observation and request corrections as the project progresses. This process will reduce the amount of punch list items at the end of the project and will reduce impacts on the schedule. Along with the District, the Design Engineer, and the Construction Contractor, HDR will prepare preliminary and final punch lists for outstanding items of work, including documentation and submittals required by the contract documents upon Substantial Completion of the Project. The contractor's progress for resolving punch list items will be tracked and signed off by HDR.
Assumptions: One substantial completion inspection and one final completion inspection are assumed. Contractor is responsible for completing corrective work.

Warranty and O&M Manuals: HDR will verify the submission and completeness of warranties, guarantees, O&M manuals, and training materials.
Assumptions: Contractor will compile and submit all warranties, manuals, and training materials. HDR will verify completeness but not validate technical content.

Final Payment: HDR will reconcile contract Bid Items, Change Order work, and outstanding punch list items in the preparation of the final payment to the Construction Contractor. HDR will prepare and submit a recommendation for final payment to the District.
Assumptions: The Contractor will submit complete closeout documentation. All claims and change orders will be resolved prior to final payment recommendation.

Close-Out Report: HDR will prepare and submit a draft and final Close-Out Report summarizing construction activities, issues, schedule, changes, and lessons learned.

Services provided by others:

The following items are provided by others and are not included as part of the HDR scope of work

- **Materials Testing / Specialty Inspection:** HDR understands that geotechnical testing, materials testing, and specialty inspection services will be provided by District-retained consultants. HDR will coordinate these services, track testing and inspection activities, and monitor the resolution of identified deficiencies.
- **Mitigation Monitoring and Reporting Program (MMRP)**
- **Electronic Document Control System Software**

Project Team

Key Personnel

- Bryan Tuschhoff – Senior Construction Manager
- Austin Wilkes, PE – Trenchless Specialist
- Rick Barajas - Senior Construction Inspector Civil/Mech/Struct

Specialized Resources

- Trenchless Services Group
- Corporate Safety Team

Proposed Schedule

Schedule	Start	End	Nov/26 - Apr/27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27
Pre-Construction	11/2/2026	4/30/2027								
Mobilization - Shaft Construction	5/3/2027	5/28/2027								
Microtunneling Construction Duration	5/31/2027	7/30/2027								
Construction Duration Ferro & Noble Basins	5/3/2027	10/29/2027								
Project Closeout	11/1/2027	11/26/2027								

Resources and Fee Estimate

Task	Name	Position	Nov/26 - Apr/27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Total Hours	Rate	Fee
Construction Management	Bryan Tuschhoff	CM	80	80	80	80	80	80	80	40	600	$ 260	$ 156,000
Trenchless Specialist	Austin Wilkes	Trenchless Specialist			320	320					640	$ 240	$ 153,600
	Chelsea Feller	Project Coordinator	60	20	20	20	20	20	20	20	200	$ 119	$ 23,800
	Aaron Fukumura	Project Accountant	2	2	2	2	2	2	2	2	16	$ 121	$ 1,936
Construction Inspection (PT)	Rick Barajas	Sr. Civil/Struct Inspector	48	152	104	104	152	152	152	20	884	$ 195	$ 172,380
												Subtotal Labor:	$ 507,716

Expenses			Nov/26 - Apr/27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Total	
Housing/Per Diem ($280/day)					$8,680	$8,680						$17,360
Airfare Transportation					$1,000	$1,000						$2,000
Vehicles			$ 1,160	$ 2,102	$ 1,667	$ 1,667	$ 2,102	$ 2,102	$ 2,102			$12,901
											Subtotal Expenses:	$ 32,261
											Total Fee Estimate:	$ 539,977

Assumptions

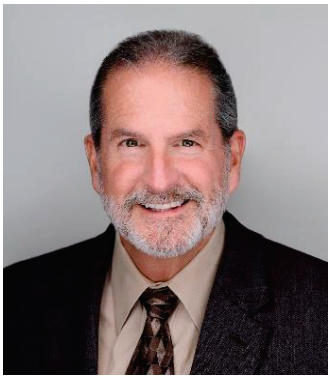
Assume a microtunneling construction duration of 6 weeks. The trenchless specialists will mobilize 1 week prior to tunneling operations and remain on site for 1 week following completion of the tunnel installation. The total duration is estimated at 8 weeks.

CONSTRUCTION PROCEDURES

Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures of construction.

United Water Conservation District
Groundwater Recharge Capacity Expansion Project CM
Estimated Level of Effort and Fee

TASKS		LEVEL OF EFFORT						FEE				
No.	Description	Construction Manager	Trenchless Specialist	Project Accountant	Project Coordinator	Sr Civil/Struct Inspector	Total Labor	Labor	Subs	Direct Costs	Total	Rounded Total
	Client Billing Rates	*$260*	*$240*	*$121*	*$119*	*$195*	*$217*					
1	**Preconstruction Phase**											
1.1	Project Management	80		2	60		142	$28,182	$0	$1,160	$29,342	
	Subtotal 1 | Preconstruction Phase	**80**	**0**	**2**	**60**	**0**	**142**	**$28,182**	**$0**	**$1,160**	**$29,342**	**$29,300**
2	**Construction Manangement Phase Sevices**											
2.1	Contract Administration	480		12	120		612	$140,532	$0	$8,408	$148,940	
	Subtotal 2 | Construction Manangement Phase Sevices	**480**	**0**	**12**	**120**	**0**	**612**	**$140,532**	**$0**	**$8,408**	**$148,940**	**$148,900**
3	**Construction Inspection Services**											
3.1	Full-Time Field Inspection					884	884	$172,380	$0	$0	$172,380	
3.2	Trenchless Specialist		640				640	$153,600	$0	$22,694	$176,294	
	Subtotal 3 | Construction Inspection Services	**0**	**640**	**0**	**0**	**884**	**1,524**	**$325,980**	**$0**	**$22,694**	**$348,674**	**$348,700**
4	**Project Closeout**											
4.1	Project Closeout	40		2	20		62	$13,022	$0	$0	$13,022	
	Subtotal 4 | Project Closeout	**40**	**0**	**2**	**20**	**0**	**62**	**$13,022**	**$0**	**$0**	**$13,022**	**$13,000**
TOTAL, hours		**600**	**640**	**16**	**200**	**884**	**2,340**					
TOTAL, dollars								**$507,716**	**$0**	**$32,262**	**$539,978**	**$539,900**



Education

BS, Physical Geography & Earth Science, 1983; Western Illinois University, Macomb, Ill.

Project Management Certificate, 2002; University of California, Irvine, CA.

CFI (Flight Instructor), Commercial, Helicopter, 2000; HeliStream, Costa Mesa, CA.

Licenses/Certifications

Qualified SWPPP Practitioner
- QSP #20944

Certified Inspector of Sediment & Erosion Control
- CISEC 0444

Flight Instructor, Commercial Helicopter Pilot
- FAA #2755820

Experience

Years' Experience: 38

Work History

Anser Advisory/Accenture, Senior Project Manager/Senior Construction Manager, 4/2021 to Present

Wallace & Associates, Director of Operations/Senor Project Manager/Senior Construction Manage, 2016 to 2021

Michael Baker International, Senior Project Manager / Construction Manager/Senior Construction Inspector, 1997 to 2016

Irvine Consulting Group Geotechnical Engineering, Project Manager, 1992 - 1997

Baca Associates, Geotechnical Engineering, Project Manager, 1987 to 1992

BRYAN TUSCHHOFF, QSP
SENIOR CONSTRUCTION MANAGER

Mr. Tuschhoff is an accomplished, results-driven Construction Engineering Management professional with more than 38 years of experience in project management, construction management, construction inspection, and materials testing. He has led and supported complex projects across the public works, private development, and public-school sectors. His education and industry experience have equipped him to implement the comprehensive project controls needed to manage and administer all phases of a project, from design inception through closeout and delivery. Mr. Tuschhoff is a practical problem solver with strong working knowledge of the processes and procedures required to construct, operate, and deliver public works capital improvement projects as well as public and private utility agency projects. He is skilled at building positive, productive relationships with state and local government agencies, environmental regulators, public utility companies, and third-party testing agencies. Mr. Tuschhoff has provided professional construction management services for a wide range of geotechnical, civil, and environmental engineering projects, including mass grading and earthwork, pile driving, caisson column installation, retaining structures, environmental remediation, surface water and stormwater management, SWPPP compliance, wet and dry utility infrastructure, asphalt paving, structural and ADA-compliant concrete sitework, steel erection, SCADA systems, water treatment trains including reverse osmosis, pump stations, lift stations, and municipal traffic control operations centers. His project experience includes new construction, remodels, and renovations for capital improvement projects at facilities such as water and wastewater treatment plants, oil refineries, bridges, railroads, office buildings, mixed-use city operations and public works facilities, police stations, senior centers, community centers, parking structures, theme parks, schools, military facilities, roadways, golf courses, parks, and land development projects. Mr. Tuschhoff holds a B.S. in Physical Geography from Western Illinois University, a Project Management Certification from the University of California, Irvine, and FAA certification as a Helicopter Flight Instructor and Commercial Helicopter Pilot.

REPRESENTATIVE WATER & WASTEWATER EXPERIENCE

City of Redondo Beach – Construction Management Services; Portofino Way Pump Station & Yacht Club Way Pump Station Project (Redondo Beach, CA) January 2025 – Present: - Mr. Tuschhoff served as Construction Inspector in support of the construction of two new $7.51M sewer lift station facilities located in the City of Redondo Beach Harbor area. Work consisted of the temporary bypassing of the existing sewer lift station systems, groundwater removal and treatment systems, construction of an interlocking sheet pile/beam and lagging shoring wall to accommodate the excavation and installation of a new 27.5-ft. deep pre-cast wet well manhole structure and pump station vault. Construction of the pump station structures consisting of a concrete slab on grade floor, metal frame supports, CMU block walls, with a metal roof, exhaust fans and lighting. Underground work included installation of 5 new sewer manholes; 200 LF- 8" and 10" SDR35 gravity sewer; 500 LF- 6" D.I.P force main, and underground electrical conduits and conductors, to accommodate 2 dual 5hp submersible pumps, electrical transfer switches, switch gear panel boxes, with SCADA/telemetry communication equipment via Verizon, SCE meter pedestal and standby emergency generator. Hardscape improvements including new concrete curb, gutter, sidewalk, repaving of roads and parking lots, asphalt pavement slot patch repairs, as well as abandonment and demolition of the old lift station facilities.

City of Huntington Beach – Construction Management & Inspection Services; Humboldt Island Sewer Lift Station Project (Huntington Beach, CA) December 2024 – March 2025: - Mr. Tuschhoff provided Construction Management and Inspection Services for the construction of this $4.2M underground sewer lift station facility located on Humboldt Island in Huntington Beach. The work generally consisted of the excavation and installation of a new 30-ft. deep concrete wet well manhole structure, concrete vault box, installation of underground PVC sewer force main pipeline and submersible dual pump system, installation of electrical conduits, conductors, transfer switches, switch gear panel boxes, with SCADA communication equipment, and SCE meter pedestal, relocation of existing fiber optic communication conduits and boxes, hardscape improvements including new concrete, curb, gutter, sidewalk, and asphalt pavement slot patch repairs, as well as abandonment of the old lift station components.

City of Colton – Construction Management Services; Well No. 32 & Well No. 33 Project (Colton, CA) April 2022 to September 2022: - Mr. Tuschhoff served as Construction Manager for construction of this $4.1M well construction project. The works consists of drilling, construction, development, and testing of 2 new domestic water wells located in the City of San Bernardino and the City of Colton.

City of Pasadena – Construction Management Services; 8 Booster Station Tap Boxes (Pasadena, CA) May 2022 to September 2023: - Mr. Tuschhoff served as Construction Manager for construction of this $600K Generator Tap Box installation project. The work consists of installing a Tap Box electrical outlet with a manual transfer switch on the exterior of 8 individual water well pump stations to facilitate the emergency hook up and use of a portable diesel-powered generator, of which the City has four. An individual Commissioning and Start Up Procedure was conducted at each of the eight pump stations.

Crescenta Valley Water District – Construction Management Services; Anderson W. Clark Magnet High School Fire Service Line (La Crescenta, CA) May 2022 to July 2022: - Mr. Tuschhoff served as Construction Manager for the construction of this $135K, 8-inch CML&C steel fire service line installation project along Cloudsdale Avenue for the Anderson W. Clark Magnet High School in the City of Glendale, California. The work included excavation, water line and appurtenance installation, backfill, trench resurfacing, and traffic control.

City of Pasadena – Construction Management Services; Garfield Well (Pasadena, CA) October 2021 to March 2022: - Mr. Tuschhoff served as Construction Manager for the construction of this $1.6M domestic water well project. The work consisted of drilling, construction, development, testing, and disinfection including, site preparation, conductor casing and sanitary seal, borehole drilling, geophysical logging, isolated aquifer zone testing, borehole reaming, caliper survey, casing installation, gravel envelope placement, transition and annular seal placement.

Ontario Municipal Utilities Company – Construction Management Services; Water Mainline Replacement Project Ph. 2 (Ontario, CA) June 2021 to May 2022: - Mr. Tuschhoff served as Construction Manager for construction of this $550K water main line replacement project which included the installation of approximately 1,400 linear feet of 8-inch diameter ductile iron pipe in Carlton St. from Vine Ave. to Euclid Ave; 1,420 linear feet of 12-inch diameter in Carlton St. from Euclid Ave. to Sultana Ave; 1,425 linear feet of 8-inch diameter in Belmont St. from Palm Ave to Plum Ave; 730 linear feet of 8-inch diameter in Budd St. from Euclid Ave to Anza Middle School; 810 linear feet of 8-inch diameter in Palm St. from Belmont St to Maitland St.; 810 linear feet of 8-inch diameter in Plum St. from Belmont St. to Maitland St.; 1,300 linear feet of 8-inch diameter in Council Ave. from Princeton St. to end of Cul-de-Sac; 340 linear feet of 8-inch diameter in Harvard Pl. from Sultana Ave to end of Cul-de-Sac; 735 linear feet of 8-inch diameter in Hawthorne Dr. from Campus Ave to Berlyn Ave.; 700 linear feet of 8-inch diameter in Plaza Serena from Berlyn Ave. to Allyn Ave. Total installation of 8-inch pipe is approximately 8,250 linear feet, and of 12-inch pipe is about 1,420 linear feet of water distribution line, installation of water appurtenances; installation of water service laterals and connection to new water meters; making multiple water main connections at various street intersection; implementation of traffic control during construction; installation of cathodic test stations (CTS), abandonment of existing waterline in place as well as pavement repair, street restoration and other improvements.

Ontario Municipal Utilities Company – Construction Management Services; Well House Roof Replacement Project (Ontario, CA) September 2021 to November 2021: - Mr. Tuschhoff served as Construction Manager for construction of this $370K well house roof replacement project. The work consisted of removal and replacement of existing wood framed roof assembly on OMUC Well Site 20, 29, 30 and 31 with a new metal framed removable roof assembly and removable wood framed sidewalls. Project improvements included electrical work, painting, and miscellaneous building improvements.

Crescenta Valley Water District – Construction Management Services; Janet Lee Dr. and Rosemont Ave. 8-Inch Water Main Installation Project (La Crescenta, CA) March 2021 to June 2021: Mr. Tuschhoff served as Construction Manager for the construction of this $635K 8-inch CML&C steel water main on the 2400-2500 blocks of Janet Lee Dr. and 4300 block of Rosemont Ave. within the County of Los Angeles. Work included excavation, water line and appurtenance installation, backfill, trench resurfacing, and traffic control.

City of Pasadena – Construction Management Services; Jones Booster Station Tap Box (Pasadena, CA) January 2021 to April 2021
Mr. Tuschhoff served as Construction Manager for the construction of this $100K prototype Generator Tap Box installation project. The work consists of installing a Tap Box electrical outlet with a manual transfer switch on the exterior of the Jones Water Well Pump Station to facilitate the emergency hook up and use of a portable diesel-powered generator. Work included system commissioning and start up.

City of Pasadena – Construction Management Services; Garfield Well (Pasadena, CA) October 2021 to March 2022: - Mr. Tuschhoff served as Construction Manager for the construction of this $1.6M domestic water well project. The work consisted of drilling, construction, development, testing, and disinfection including, site preparation, conductor casing and sanitary seal, borehole drilling, geophysical logging, isolated aquifer zone testing, borehole reaming, caliper survey, casing installation, gravel envelope placement, transition and annular seal placement.

Ontario Municipal Utilities Company – Construction Management Services; Chino/Haven Pressure Reducing Station (Ontario, CA) March 2021 to September 2021: - Mr. Tuschhoff served as Construction Manager for the new construction of this $600K Pressure Reducing Station. The work included retaining wall, pilasters, metal fence and gate, grading, installation of pressure reducing station; installation of approximately 160 linear feet of 12-inch diameter of CML&C steel recycled water mains; installation of recycled water appurtenances; connection to existing recycled water connections; approximately 50 LF of 12-inch PVC drain pipe; construction of concrete pad, installation of electrical and SCADA system; implementation of traffic control during construction; pavement repair and street restoration, system commissioning and start up.

City of Escondido – Construction Management Service; Lindley Reservoir Project (Escondido, CA) September 2020 to 2021: - Mr. Tuschhoff served as Construction Manager for construction of this $13.7M Lindley Reservoir Replacement Project which includes two new partially backfilled 1.5 M gallon prestressed concrete potable water reservoirs, approximately 1,500' of new 18" diameter inlet pipeline along Hubbard Lane; inlet, outlet, overflow, tank drain, under slab drain and site storm drain yard piping; an above ground valve vault with outlet isolation and inlet control valves and air gap sump for drain lines; site excavation, earthwork, finish grading, access roads, landscaping and chain link fencing; tank and control valve electrical and instrumentation work and demolition of the existing 2M gallon steel reservoir, piping, valves, appurtenances and re-grading the existing tank site.

City of Murrieta – Construction Management Services; Adams/Juniper Water Well Redevelopment Project (Murrieta, CA) July 2018 to September 2018: - Mr. Tuschhoff served as Project Manager/Construction Manager on this $200K redevelopment project that included installation highline to percolation ponds, well casing refurbishment, video survey and gyroscopic alignment survey, casing thickness inspection, installing of test pump equipment, well development via test pumping, surging and step-draw down, well capping, coordination with the Hydrogeologist, the City's Public Works and Community Services Department, Senior Center, Library, and Elementary School.

Elsinore Valley Municipal Water District – Construction Management Services: AMI Phases II & III and DCU Poles (Lake Elsinore, CA) February 2017-September 2018: - Mr. Tuschhoff served as Construction Manager for the project's inspection team providing Construction Management and Construction Inspection Services for the Elsinore Valley Municipal Water District's AMI Phases II & III and DCU Poles Projects. This $3.2M project included the installation of more than 46,000 new Aclara Water Meter Transmission Units (MTUs) and 11 Data Collection Unit (DCU) concrete and wooden antenna poles to create an Aclara Advanced Metering Infrastructure (AMI) System. This system, which included a meter data management (MDM) System, created a proprietary Aclara Owned Network (AON) for the District. MTU installation commenced February 28, 2017 with an 11-month construction duration and a projected completion date of January 19, 2018.

Golden State Water Company – Construction Management & Construction Inspection Services; Small Meter Replacement Project, Southwest District, (Gardena, Lawndale, Hawthorne, Compton, CA) June 2016 to September 2006: - Mr. Tuschhoff served as Project Construction Manager for the Wallace & Associates Construction Inspection Team for the installation of over 5,000 new water meters ranging from 3/4 "to 2" throughout various communities within the Southwest District. This $700K project includes close coordination with operations and maintenance staff to schedule the work of two contractors within the constraints of the billing cycles and meter reading routes. Construction Inspection Services included contract compliance, material management of owner provided meters and materials to two separate contractors, coordination with multiple City jurisdiction and management staff.

Wildlands Inc., Storm Water & Surface Water Compliance Management Services, San Luis Ray Mitigation Bank Project (Oceanside, CA) 2015 – Mr. Tuschhoff provided Project Management oversight for the Michael Baker International Teams Storm water Compliance Management Services for construction of their San Luis Rey Mitigation Bank Project. Construction of this $12,500,000 high profile project commenced in March of 2015 and was completed within the estimated project duration of 88 working days. The construction work, which was conducted concurrently with on-going agricultural operations, included approximately 686,000 cubic yards of earthwork grading and the construction of various drainage and habitat structures within the environmentally sensitive area of the San Luis Rey River flood plain. The project was audited for storm water compliance during the course of the work by The City of Oceanside and the Regional Water Quality Control Board.

East Valley Water District, Project Management & Construction Inspection Services, WS 0000 Tract #17681 Sewer Main Construction Project (Highland, CA) 2015 – Mr. Tuschhoff worked as Staff Extension for East Valley Water District providing Project Management and Construction Inspection Services. Mr. Tuschhoff served as Project Manager while also providing oversight of Construction Inspection Services for construction of this $300,000 onsite sewer improvement project located in the new residential housing track of Glen rose Ranch being built by Richmond American Homes. Construction included installation, backfill, pressure testing and tie-in to existing facilities of 2,071' lineal feet of 8" inch PVC sewer main line, construction of 14 sewer manholes, and installation of 64 new sewer service laterals. Mr. Tuschhoff's responsibilities included coordination with the EVWD Project Manager, construction scheduling, budget management, review of daily construction reports and photographic documentation, traffic control and punch list completion.

East Valley Water District, Construction Inspection Services, Plant 40 Pump Station Improvement Project (Highland, CA) 2015 – Mr. Tuschhoff provided Construction Management and Construction Inspection Services to East Valley Water District for construction of this $817,000 pump station improvement project that includes 4 vertical turbine pumps and motors, flow meters, instrumentation, telemetry and SCADA control system installation, electrical and lighting system improvements and structural steel canopy installation. Mr. Tuschhoff's duties included factory witness testing of the pumps and motors, approval of progress payments and change orders, construction inspection and documentation of the plant construction work including preparation of daily reports, photo documentation, recording and observation of pressure testing, chlorination and de-chlorination, plant startup and commissioning.

Whittier Utility Authority, Construction Management & Inspection Services, Pumping Plant No. 2 Replacement Project (Pico Rivera, CA) 2014 – 2015 - Mr. Tuschhoff served as lead Construction Inspector for the Whittier Utility Authority on this $14M dollar pumping plant replacement project that includes demolition and disposal of the existing pumping plant facility and appurtenances, creation of Geotechnical engineered in-situ sub-surface structural soil compaction improvements, construction of a 6,400 square foot pump building that houses a 18.9 MGD pump station, erection of two, 2.2 MG above ground steel tank reservoirs and associated yard piping, as well as extensive system wide SCADA system upgrades. The project also included off-site improvements for 6 other WUA reservoirs that involved the replacement of existing valves and vaults associated with pipeline tie-in connections and SCADA systems upgrades. Mr. Tuschhoff's responsibilities include daily observation, documentation and digital recording of the Contractor's work; coordination and scheduling of material testing and quality control; attending weekly progress meetings; assisting in the processing of change orders, construction schedule reviews, progress payments, RFI's, and submittals; and checking site safety procedures.

Castaic Lake Water Agency, Rio Vista Clearwell No. 1 and No. 2 Improvement Projects (Santa Clarita, CA) Project Size: 2, 15 M Gallon / 12,500 SF | Construction Cost: $8.0 M | Project Timeline: 4/2015 - 4/2016: - Mr. Tuschhoff served as Construction Manager/Inspector for this $8.0 M Rio Vista Clearwell No. 01 and No. 02 Improvements Project, which was partially funded by an EPA Grant. The modifications to this 15 MG treated water clearwell included: demolition and removal of the existing geomembrane liner, baffles, and floating cover, earthwork grading within the clearwell confines, installation of drain pipes, liner leakage collection pipes, concrete anchor curbs, geomembrane liner, CSPE baffles, and CSPE floating cover, installation of water quality monitoring system, site electrical, SCADA improvements, perimeter railing, modifications to existing access platforms and restoration of existing asphalt pavement. Duties included construction management, construction inspection, processing submittals, RFI's, and progress payments, labor compliance and certified payroll, conducting weekly project progress meetings and preparing meeting agenda's and minutes, quality assurance and quantity verification, de-chlorination and flushing, monitoring the contractor's safety plan and construction schedule, ensuring the contractor's operations do not disrupt the operations of the active water treatment plant, SWPPP monitoring, daily report preparation and photographic documentation.

East Valley Water District, Construction Inspection Services, Plant 137 & Live Oak Road Pipeline Replacement Project (Highland, CA) 2014 – Mr. Tuschhoff provided Construction Management and Construction Inspection Services for the installation of approximately 3,185 lineal feet of 12" ductile iron waterline and appurtenances through the rocky foothills of a residential neighborhood in Highland, Ca. Construction of this $717,000 project also includes demolition of existing treatment train equipment and construction of facility site improvements at Plant 137. Mr. Tuschhoff's responsibilities include: daily observation, documentation and digital recording of the Contractor's work; coordination and scheduling of material testing and quality control; monitoring traffic control measures and documenting storm water BMP installation and maintenance; community relations and coordination with public utility agencies; attending bi-weekly progress meetings; assisting in the processing of change orders, construction schedule reviews, progress payments, RFI's, and submittals; and checking site safety procedures.

Golden State Water Company, Construction Management & Inspection Services, San Antonio Plant Forebay Replacement - 0.5 MG Tank Project (Ojai, CA) 2011 - Mr. Tuschhoff provided Construction Management assistance and Construction Inspection Services during erection of this $800K Forebay Tank replacement project. The project included construction of a new 0.5 MG welded steel tank, installation of approximately 300 LF of 16-inch yard piping including tie-in to 3 exiting well site pipelines, facility start up and demolition of the existing steel tank and pipeline structure/infrastructure. Mr. Tuschhoff's responsibilities included: extensive coordination with Golden State Water Company's Project Management Team and Plant Operation Staff; public relation with the environmentally conscious neighboring residents and community; material testing coordination; assistance with the approval of submittals, RFI's, change orders and progress payments; and preparation of daily/weekly/monthly progress reports and photographs.

Elsinore Valley Municipal Water District, Five Capital Improvement Projects (Lake Elsinore, CA) 2012-2013 – Mr. Tuschhoff served as Lead Construction Manager for this multiple-project program of Capital Improvement Water and Recycled Water projects located in the City of Lake Elsinore, California. This $2.75 M CIP program included 5 individual projects with more than 16,000 linear feet of 6-inch, 8-inch, 12-inch and 16-inch ductile iron distribution pipeline and associated water meters (of which 1,509 are new Automatic Reading Water Meters); 1,500 linear feet of 4-inch PVC recycled waterline with 3,500 sprinkler heads; replacement of inoperative and broken gate valves at four intersections; and the interconnection of two water pressures zones. Mr. Tuschhoff was responsible for organizing and conducting the pre-construction meeting, setting up the document control system and getting the Construction Inspection Team ready to begin work. Construction operations began in October of 2012 and were completed in September of 2013.

San Bernardino Municipal Water District, sbX Omnitrans Utility Relocation - E Street Transit Corridor 1 Bus Rapid Transit Project (San Bernardino, CA) 2013 – Mr. Tuschhoff provided Construction Inspection Services for the water utility relocation portion of the sbX Omnitrans E Street Transit Corridor 1 Bus Rapid Transit Project. This $191.7- million-dollar rapid transit improvement project included 15.7 miles of new public transportation bus route through the downtown San Bernardino area, from the northwest end at the Kendall / Palm Station in San Bernardino, to the southeast end at the Benton/Barton Station in Loma Linda. Mr. Tuschhoff's responsibilities included inspection of the Contractor's work for the relocation and/or replacement of existing water main pipeline, fire hydrants, commercial water meters, associated service laterals and appurtenances during alternating day and / or night work shifts. Mr. Tuschhoff's duties included extensive daily coordination with SBMWD and the Contractor to successfully execute water service interruptions and/or full water main shutdowns; chlorination, flushing and residual chlorine testing; bacteriologic sampling analysis; preparation of daily reports and photo documentation; preparation of tie-sheet record documents and creation of as-built drawings.

Golden State Water Company, Construction Management & Inspection Services, San Antonio Plant Forebay Replacement - 0.5 MG Tank Project (Ojai, CA) 2011 - Mr. Tuschhoff provided Construction Management assistance and Construction Inspection Services during erection of this $800K Forebay Tank replacement project. The project included construction of a new 0.5 MG welded steel tank, installation of approximately 300 LF of 16-inch yard piping including tie-in to 3 exiting well site pipelines, facility start up and demolition of the existing steel tank and pipeline structure/infrastructure. Mr. Tuschhoff's responsibilities included: extensive coordination with Golden State Water Company's Project Management Team and Plant Operation Staff; public relation with the environmentally conscious neighboring residents and community; material testing coordination; assistance with the approval of submittals, RFI's, change orders and progress payments; and preparation of daily/weekly/monthly progress reports and photographs.

Golden State Water Company, Construction Management & Inspection Services, West Ojai Avenue 8" DIP Water Main Project (Ojai, CA) 2011 - Mr. Tuschhoff provided Construction Management and Construction Inspection Services during pipeline construction operations and start up for this $210,350 ductile iron pipe replacement project. The project included installation of approximately 750 LF of 8-inch ductile iron pipe and associated commercial meter services, fire hydrants, appurtenances and asphalt pavement trench replacement along West Ojai Avenue / Highway 150 in downtown Ojai. Mr. Tuschhoff's duties included: extensive coordination with Caltrans, the City of Ojai, Golden State Water Company's Operations Department management and water crews, adjacent commercial businesses, hotels, public schools and Ojai Country Club; traffic control; daily inspection of the Contractor's work; material testing coordination; progress payment application review and preparation of daily/weekly/monthly progress reports and photographic documentation.

Upper River Well Field and Water Supply Pipeline, West Conveyance Pipeline, Mojave Water Agency, Project No. 414, (Victorville and Hesperia, CA) 2011 - Mr. Tuschhoff served on a 9 person Construction Management and Construction Inspection Team providing services for this $8 Million pipeline project which included 1 Pump Station, 6 individual Recovery Well sites to feed the Pump Station and 32,250 LF of 18-inch and 42-inch CML&C pipeline. Mr. Tuschhoff served as a Senior Construction Inspector. His duties include material testing coordination and quality control; community relations and monitoring site safety; scheduling construction survey; coordination with public utility agencies; attending weekly and monthly progress meetings; assisting in the processing of change orders, construction schedule reviews, progress payments, RFI's, submittals and the preparation of daily reports and digital photographs.

City of Pomona, Construction Management & Inspection Services, District 2, District 2 & 3 - Ph. 1 and District 4 - Ph. 1 Water Main Replacement Projects (Pomona, CA) 2010 - Mr. Tuschhoff provided the lead for the overall Construction Management effort and the day-to-day supervision of the Construction Inspection staff; reviewed shop drawings, submittals and requests for information (RFIs); verified the accuracy of the Contractor's construction schedule, processed progress payments; oversaw the Document Tracking System (DTS); prepared detailed reports; and coordinated the flow of information to and from the Contractor, Engineer, and the Owner on this 6.5 million dollar project that included 38,675 feet of new 6" & 8" ductile iron pipe and 7 miles of new asphalt pavement for associated downtown and residential streets.

City of West Hollywood, CIPP Inspection Services, Sewer Repair and Rehabilitation Ph. 1 (West Hollywood, CA) 2009 - Mr. Tuschhoff served as Construction Inspector to the City of West Hollywood for the Sewer Repair and Rehabilitation Ph. 1 Project. Mr. Tuschhoff's duties included inspection of the rehabilitation of existing sewer mains using CIPP (cured in place pipe) "trenchless" rehabilitation technology, documentation of the work via daily reports and digital photography, quality control, verification of quantities, materials certifications, SWPPP compliance, and insuring proper public convenience and safety.

City of Lake Forest, CIP Inspection Services, Asphalt Rehabilitation Project on Various City Streets PW 2007.17C (Lake Forest, CA) 2009 - Mr. Tuschhoff served as Construction Inspector to the City of Lake Forest for the Asphalt Rehabilitation Project on Various City Streets PW 2007.17C Project. Mr. Tuschhoff's duties included inspection and testing of cold mill asphalt grinding, ARHM and conventional asphalt concrete placement and compaction operations, utility frame/cover adjustment to grade, traffic signal loop installation, thermoplastic and/or traffic paint pavement striping and marking as well as documentation of the work via daily reports and digital photography, quality control, verification of quantities, materials certifications, SWPPP compliance, and insuring proper public convenience and safety.

City of Indio, CIP Inspection Services, Construction of Coachella Canal Improvement North of Ave. 50 and Madison St. (Indio, CA) 2009 - Mr. Tuschhoff served as Construction Inspector to the City of Indio for the Construction of Coachella Canal Improvement North of Ave. 50 and Madison St. Project. Mr. Tuschhoff's duties included inspection of the excavation, placement and maintenance of the coffer dam canal diversion, excavation for and placement and backfill of the concrete double box culvert and removal of the coffer dam as well as documentation of the work via daily reports and digital photography, quality control, verification of quantities, materials certifications, SWPPP compliance.

Chevron Oil Company, Construction Management & Inspection Services, Valero Pipeline Metering Station Project (Martinez, CA) 2007 - Mr. Tuschhoff was retained by Chevron Oil Company to complete construction and bring on-line 2 oil pipeline metering stations critical to completion of the Valero Pipeline Project. Mr. Tuschhoff served as Construction Manager and was responsible for vital coordination between Chevron, the contractor and the Contra Costa County Building and Inspection Department to facilitate completion of the oil pipeline tie-ins to the metering stations, installation of electrical and SCADA systems, satellite network connection, and ultimately the metering station startup and bringing the facility on-line.

City of Beverly Hills, Project Management/Construction Management Services, Reverse Osmosis Water Treatment Plant and Public Works Facility (Beverly Hills, CA) 2003 - Mr. Tuschhoff served as Project Manager/Construction Manager for the design/build/operate/finance of this $ 17M project for the City of Beverly Hills. The project included a 3.0 MGD RO treatment plant and 30,000 SF Public Works office facility. As Project Manager, Mr. Tuschhoff was responsible for overseeing the preparation of all documents required to execute a D/B/O/F contract, as well as completion of the preliminary facility design, Construction Management Services for construction of the facility, commissioning, startup, turnover/project delivery to the City of Beverly Hills.

Austin Wilkes, P.E.

Austin.Wilkes@hdrinc.com ~ 770-862-7425

Austin has over 11 years of experience as a geological engineer and is practiced in site investigations, geologic mapping, design calculations and modeling, construction observation and inspection, report preparation, and design package development. He has developed his skills with substantial experience on the construction side of engineering projects and uses that experience towards improving designs and working on collaborative delivery with contractors.

PROJECT EXPERIENCE

Tunneling

Second Creek Interceptor, Adams and Denver Counties, CO. Provided Metro Water Recovery and HDR with construction oversight and inspection services on a 17.5-mile-long sanitary sewer interceptor in Northeast Denver, CO. Worked alongside Lawrence Construction overseeing construction of 16 sheet pile supported construction shafts and Bradshaw Construction Corporation overseeing construction of eight microtunnel trenchless crossings through diverse and complex mixed-face conditions.

Spearfish Raw Water Pipeline Tunnel Rehabilitation, Lead, SD. Designed the tunnel rehabilitation components of the raw water pipeline rehabilitation. Tasks included creating the basis of design report, producing specifications and drawings, and working Harrison Western as the construction manager at risk (CMAR). Inspected the project throughout construction to ensure the design was adequate and adjusted the approach as needed to achieve the project goals.

Atlanta Water Supply Program, Atlanta, GA. Performed detailed geologic mapping of a 1,900-foot-long, 12-foot-wide horseshoe drill and blast tunnel and oversaw implementation of modified contact grouting techniques along the concrete lined sections of the tunnel boring machine-mined water conveyance tunnel. Project duties involved daily interaction with contractors, assessing quantities for payment, producing geologic maps of underground features, and assessing grouting effectiveness during each shift.

Quantum Loop, Frederick, MD. Assisted project team with the design of three MTBM drives and three HDD alignments for sewer, water, and potable cooling water lines at the Quantum Loop development site. Organized the efforts to provide drawings, specifications, and geotechnical baseline report. Provided support to the construction oversight team during submittal reviews and helped resolve MTBM related issues during construction.

Thornton Water Project Segments A, B, and C, Weld County, CO. Conducted an extensive geotechnical investigation involving both soil and rock core sampling for nearly 50 proposed trenchless crossings on a future 42-inch fully welded steel raw water line through eastern Colorado. Worked to manage laboratory testing data and helped write a geotechnical baseline report for these trenchless crossings through the

EDUCATION

B.S. Geological Engineering, Colorado School of Mines

EXPERIENCE IN THE INDUSTRY

11 years

EMPLOYMENT HISTORY

MWH/Stantec 2015 – 2019
Intertek PSI 2019 – 2020
Lithos/GEI 2020 – 2024
HDR 2024 - Present

PROFESSIONAL AFFILIATIONS

Professional Engineer – Colorado and South Dakota
North American Society for Trenchless Technology (NASTT)

PUBLICATIONS

Raines, G., Ruiz, A., and Wilkes, A. "Complex Tunnel through the Abutment of the High-Risk Chimney Hollow Dam." Rapid Excavation and Tunneling Conference 2019 Proceedings, 2019, pp. 614-622.

Wilkes, A., and Raines, G. "Complex tunneling at the Chimney Hollow Dam." International Journal on Hydropower and Dams, Volume 26 Issue 4 pp. 59-61

Soule, N, Wilkes, A, and Hill, A. "Case Study and Lessons Learned on the Second Creek Interceptor Tunnels" Rocky Mountain Geo Conference 2022.

Wilkes, A., Mosdal, M., and Soule, N. "Tunneling Challenges for the Second Creek Interceptor Project" Rocky Mountain Geo Conference 2024.

60% design phase for Segment B. Later served as project manager for Segment B and organized submittal reviews and engineering oversight during construction.

Fort Laramie Tunnel Rehabilitation, Fort Larami, WY. Provided construction oversight during the 2026-2027 construction season. Tasks included assessing ground conditions at the excavation face and overseeing pre-cast concrete liner installation, contact grouting, and muck handling and disposal.

Kaneohe Kailua Sewer Tunnel Project, Oahu, HI. Estimated cost of geotechnical monitoring and instrumentation, designed multiple versions of shaft and pump station support of excavations, updated past cost information, performed material takeoffs, analyzed design drawings, conformed addendum documents, and assisted in estimate closeout.

Spiro Water Supply Tunnel, Park City, UT. Conducted numerous construction inspections for split set and wire mesh installation for the ongoing rehabilitation work at this water supply tunnel. Worked with contractor and owner to adapt support design through construction.

Arvada Trunk Sewer Line Improvements, Arvada, CO. Served as project manager for multiple trunk sewer upgrades for the City of Arvada. Tasks included organizing geotechnical investigations and lab testing, managing staff to create project deliverables, client and owner interface through design and construction progress meetings, and managing different project budgets.

Denver International Airport West Gates DIW Expansion, Denver, CO. Provided intermittent construction oversight for multiple TBM and auger bore tunnel crossings while also managing the challenges of working at a large international airport.

Dams/Hydro Power

Chimney Hollow Reservoir, Loveland, CO. Primary design engineer for the inlet/outlet (I/O) works tunnel. Duties included designing the initial support for the tunnel, oversaw development of construction drawings and specifications for the I/O works tunnel, developed slope stability calculations and ground support design for the two tunnel portals, organized and coordinated comment responses from internal and external review, prepared multiple presentations for review meetings, and helped manage budget for the I/O works design. In addition to design work on the I/O tunnel, also analyzed lab testing and field data to assess the core borrow area for dam construction, extensively analyzed rock properties for the quarry borrow area by performing detailed logging of rock core and assisted with field activities for the test quarry and test fill at the future reservoir location.

Red Bluff Dam Drilling and Foundation Grouting, Orla, TX. Performed construction oversight for dam foundation drilling and grouting in collapsed karst geology. Oversaw sonic drilling and subsurface characterization along the dam alignment. Assessed grouting pressures, flow rates, and refusal mechanisms and tracked quantities for payment while also helping assure dam safety throughout construction.

LaPrele Dam Replacement, Douglas, WY. Served as one of the resident engineer for the 2026 construction season, overseeing foundation excavation and ground reinforcement, RCC batch plant preparations at the staging area, and general site setup. Performed detailed geologic mapping of the left abutment foundation prior to grouting and RCC placement.

Bureau of Indian Affairs 2025 Periodic Reviews, Various Locations, USA. Served as the lead engineer for the periodic review of Mem Dam in Corning, CA and assisted with the inspection of Upper Dry Fork Dam. Tasks included developing the work plan proposal, performing the inspection, creating the inspection report, and deploying the submersible remotely operated vehicle to assess the condition of the upstream portion of the outlet works at each dam.

Bureau of Indian Affairs 2026 Comprehensive Reviews, Various Locations, USA. Served as notetaker and geotechnical subject matter expert for Black Lake Dam and Ninepipes Dam, respectively.

Colorado Parks and Wildlife High Hazard Dam Assessment, Jefferson, CO. Served as notetaker for the Tarryall Reservoir semi-qualitative risk assessment (SQRA). Tasks included organizing all background

information, helping to facilitate discussions during the workshop, developing potential failure modes (PFM) with the team, and creating the final risk assessment report.

Eagle Mountain Pumped Storage, Desert Center, CA. Conducted a preliminary investigation of site records, maps, photos, and drill logs, participated in a site visit, and helped compile the investigation report as part of the feasibility stage design for a pumped storage project. Worked on scope of work, cost estimate, and risk documentation for subsequent investigation and powerhouse feasibility design.

Lower Arkansas Basin Water Storage Feasibility Analysis, La Juna, CO. Conducted a geotechnical investigation supporting a water storage feasibility study in eastern Colorado. Coordinated boring locations with the owner and driller, trained a younger engineer on the project, and helped oversee laboratory testing on select samples.

White River Hydropower, Ontario, Canada. Worked on bridge abutment stabilization design, which included modelling wedge and planar failure, interpretation of field data, and strength parameter back analysis.

Santa Felicia Dam Outlet Works Improvements, Piru, CA. Assessed rock and joint quality from previously collected data, prepared specifications and design drawings, and collaborated on third party review comments as part of ground support design for the new outlet works tunnel at the existing Santa Felicia Dam.

Strontia Springs Reservoir Bypass Feasibility Study, Littleton, CO. Served as the geology and tunneling subject matter expert for a bypass feasibility study around Strontia Springs Dam, which provides critical water supply for Denver Water and Aurora Water customers. Performed multiple site visits and assisted with drone mapping of the reservoir rim to aid in creating a model for design.

Mining

Holden Mine Reclamation, Holden, WA. Worked 18-day rotations on site performing construction quality assurance for site grading, interceptor channel construction, groundwater collection systems, shotcrete placement, and culvert construction. Compiled construction completion reports for remedial activities after the construction season.

Libby Operable Unit 3 Project, Libby, MT. Performed feasibility studies for embankment dam underdrain characterization and groundwater tracer study, compiled an addendum to the geotechnical investigation report detailing further materials analysis, researched possible asbestos remediation methods, analyzed geotechnical data from borehole and test pit investigation, aided in geotechnical report preparation, and was a field engineer during the field investigation, which involved logging sonic core, geotechnical sampling, and permeability testing.

Keystone Mine, Crested Butte, CO. Oversaw the cone penetrometer testing investigation for high-risk tailings dams at a closed mine. Directed the subcontractor during the field program and prepared reports, as well as a proposal for future investigation.

Cerro Verde Mine, Arequipa, Peru. Analyzed geotechnical data for saddle dam construction and helped produce a geotechnical data report, prepared external technical review board presentation materials, and updated tailing storage facility operations manual.

Cerro Corona Mine, Hualgayoc, Peru. Performed a prefeasibility analysis of a potential mine expansion, estimated capital expenditure for tailings and waste rock storage facilities.

Geotechnical

Gas Transmission Northwest Xpress Pipeline, Pacific Northwest. Project Manager for multiple geotechnical investigations for compressor stations along the pipeline. Responsibilities included scheduling field engineers and subcontractors, managing budget for each location, coordinating and assigning laboratory testing to soil samples, performing geotechnical engineering analyses for varying foundation conditions, and producing geotechnical engineering reports with client feedback.

Geotechnical Design Services, Various Locations, USA. Provided geotechnical investigation and design services for clients either creating new or expanding on existing developments. General day-to-day duties included writing proposals for new work, contacting clients and subcontractors to provide geotechnical information, creating boring logs based on field investigations, overseeing laboratory testing, performing various geotechnical analyses, and producing technical reports.

Data Centers, Granbury, TX. Supported the design of water intake and discharge structures for multiple data center facilities by designing the geotechnical investigation and laboratory testing program. Conducted a site visit with the client and owner to assess field conditions prior to mobilization.

Ricardo (Rick) Barajas, Sr.

Senior Field Inspector

Training/Certifications

- Certified Competent Person
- OSHA Courses – 10Hr & 30Hr
- Confined Space Training
- Certified Forklift Operator
- Certified First Aid & CPR
- Defensive Drive Trained
- Asbestos Cement Pipe Initial Class

Software Proficiency

M.S. Office 365 Business

References

Metropolitan Water District (MWD)
Brian May/Senior Inspector
(909) 215-5711 – Mobile

Los Angeles Department of Water & Power (LADWP, Water)
Terry McGee/Senior Inspector
(310) 748-4447 – Mobile

Sukut Construction
Robbie Zwick/Chief Estimator & Project Manager
(714) 292-3562 – Mobile

Southern California Grading
Jonathan Rathmann/Chief Estimator
(949) 536-0529 – Mobile

Superintendent, Retired
Angelo Veronesi
(714) 287-0561 – Mobile

Summary of Experience

Mr. Barajas has over 46 years of experience in water/wastewater treatment, pipeline construction, asphalt paving, and grading. As a Field Inspector for MCM Consulting, Mr. Barajas works primarily on water capital improvement projects, including water and wastewater treatment plants, pipelines, large valve replacement, and wells. He is responsible for observing and documenting the Contractor's work and its conformance with the plans and specifications. He has extensive experience in acting as a liaison between engineers, owners, and construction companies.

Mr. Barajas' field inspection duties typically consist of providing daily inspection reports of construction activities; reports of deviations and non-conformance to specifications; performing technical inspection at the jobsite or off-site of materials and workmanship in accordance with the Contract Documents; utility/agency coordination; submittals, RFI and field memo responses; assisting in the preparation of as-built drawings; and interpretation of drawings and general correspondence with the design engineer.

Mr. Barajas grew in many positions which included quality control supervisor, project safety supervisor, and LADWP qualifier on multiple projects. Started as a laborer in the pipeline industry, quickly advanced to operator, foreman, and project superintendent. As project superintendent his primary goals are: (1) safety of team members and crew, where project may have impact to public right-of-way and/or private property; (2) the welfare of the organization being represented; (3) implementation and quality assurance of job specification; (4) meet critical target dates; (5) meeting the schedule and financial goals of the project; (6) prepared project documentation, redline drawings, and documentation of daily site activities; (7) scheduled manpower, equipment, and materials; and (8) trained team members to provide a safe and productive work.

Select Project Experience:

Long Beach Utilities Department, Large Valve Replacement Project, Long Beach, CA. Senior Construction Inspector for water related improvements to remove six (6) 20-inch, existing Gate Valves, and replace with new Butterfly Valves – within Willow Avenue & Delta Avenue, Willow Avenue & Santa Fe Avenue, and Delta Avenue & Spring Avenue. The scope of work included potholing efforts and to identify conflicts with any unforeseen pipelines and other utilities, installation of line stops and appurtenances, removal and replacement efforts of existing and new valves, installation of air relief valves, and installation and finishes for valve cans. Coordinated with LBUD Valve Team for shut downs by way of isolation valves, oversaw chlorination, flushing, and water sampling protocol efforts. Oversaw backfill and compaction efforts, and coordinated field testing of backfill and asphalt base paving by soils/asphalt technician. Communicated with contractor and field crews; LBUD Inspection staff; LBUD Valve Team; CALTRANS Inspection staff; soils technician, and public relations; ensured that traffic control measures were in place and effective. Implemented plans and specifications under Long Beach Utilities Department and Long Beach Public Works.

Suburban Water Systems, District Offices, Various Pipeline Replacement Projects, Covina & La Mirada, CA. Senior Construction Inspector for water related improvements for "Janine & Pasada Pipeline Replacement Project," South Whittier; along with surrounding streets – Newcomb Ave / Prudencia Dr / Pounds Dr / Shiloh Ave / Emerado Dr / Ardita Dr / Monte Oro Dr; "La Pluma Dr & Pastrana Dr Pipeline Replacement Project," La Mirada and surrounding streets – Alicante Rd / Adelfa Dr / Aranza Dr / La Mesa Dr / Mancenita Rd / Cartela Dr / Costa Mesa Dr / Rosalita Dr / Orsa Dr / El Tiro Dr / Campillos Dr / Jalon Dr; "Lanning Drive & Gunn Avenue Pipeline Replacement Project," South Whittier and surrounding streets – Oval Dr / Ahmann Ave / Rufus Ave / Ben Hur Mills & Armley.

Inland Empire Utilities Agency (IEUA), RP-1 Treatment Plan Chlorination Rehabilitation Project, Etiwanda & Fontana CA. Oversaw and monitored improvement efforts for expansion of the treatment processes, in addition to installation of pumps, chemical storage tanks, chemical dosing pumps, and electrical components of the facility.

Inland Empire Utilities Agency (IEUA), Emergency Sewer Manhole Repairs, Chino, CA. Oversaw and monitored improvement efforts for repairs and communicated with contractor and any public relations efforts.

Inland Empire Utilities Agency (IEUA), Recycled Water Valve Replacement Project, Chino, CA. Oversaw and monitored replacement valve efforts from along Pine Avenue from Euclid Avenue to Rincon Meadows Avenue.

Inland Empire Utilities Agency (IEUA), Napa Lateral Recycled Water Pipeline Project, Fontana, CA. Oversaw and monitored pipeline installation along Napa Street from Etiwanda Avenue to the Fontana Speedway; and along San Bernadino Avenue from Etiwanda Avenue to Commerce Drive.

Contractor Experience:

Skansa Construction Company, Riverside CA. Lead Foreman – for "Highway 58 Freeway Widening and Improvements Project" – Highway 58, Hinkley Road, and Old Hinkley Road.

Walsh/Shea JV, Los Angles CA. Operator – for "Metro Purple Line Project" – Underground Station Excavations – Crenshaw Boulevard, Jefferson Boulevard, and Exposition Boulevard.

Metro Builders Construction Company, Orange, CA. Superintendent & Safety Officer – for "Metro Pipeline Utility Relocations Project" – along Wilshire Boulevard from La Brea Avenue to Crenshaw Boulevard; relocated ductile iron pipelines ranged in sizes from 4- to 16-inch; excavated, installed, and slurry backfilled 8-inch CMLC, steel pipeline; coordinated and scheduled welders; and oversaw production.

Hal Hays Construction, Riverside, CA. Superintendent/Safety Officer/Quality Control – for "29 Palms Storm Drain & Street Rehabilitation Project" – along Condor Road and Calcite Road; installed 24-inch storm drain and catch basins; removed existing roadway, placed base rock; coordinated and scheduled subcontractors and inspected their work – concrete and asphalt.

Brutoco Construction Company, Fontana, CA. Pipe Superintendent/Safety Office/Quality Control Officer – for "Passons Boulevard Under Crossing Project" – installed and accommodated beam and lag excavations across roadway for sewer; excavated and pulled trench box for installation of sewer; and excavated and installed 12-inch water main for treatment plant.

Sukut Construction Company, Santa Ana, CA. Drainage Superintendent – for improvement projects for Jurupa Valley Water District – storm drain and water projects varying pipeline sizes from 36- to 96-inch.

Excel Paving Company, Long Beach, CA. Pipe Superintendent/Safety Office/Quality Control Officer – for various projects – Santa Monica Boulevard Improvements Project from 405 Freeway to Wilshire Boulevard; Metropolitan Water District (MWD) 21-inch Water Line Replacement Project on Santa Monica Boulevard; Port of Long Beach, Pier "T" Container Yard; Bristol Street Storm Drain and Water Improvements, Costa Mesa.

Calfon Construction Company, Rialto, CA. Pipe Foreman – for various projects – Nuevo Road, 24-inch Water Installation Project, Nuevo; Bob Hope Drive Water Project, Coachella Valley Water District.

EXHIBIT "B" TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

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

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

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

1. Reimbursable Expenditures

A. Travel Expenses

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

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (e.g., $0.76 per mile for calendar year 2026, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

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

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (e.g., $191.00 per night [excluding

taxes] for the months of October 2025 and January – September 2026). GSA rates are annually updated in October.

C. Meals

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

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., $64.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and $86.00 per day for additional PROJECT workdays for calendar year 2026.

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

D. Equipment

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

E. Expendable Items

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

F. Non-Expendable Items

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

EXHIBIT "C" TO AGREEMENT FOR

PROFESSIONAL CONSULTING SERVICES

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.

7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

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

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

12. A copy of the claims reporting requirements must be submitted to UNITED for review.

13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

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

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

United Water
CONSERVATION DISTRICT

STAFF REPORT

To: **UWCD Board of Directors**

Through: Mauricio Guardado, General Manager
Dr. Maryam Bral, Assistant General Manager

From: Robert Richardson, Engineering Manager
Matthew Wong, Associate Engineer

cc: Suparna Jain, Atkinson, Andelson, Loya, Ruud & Romo

Date: **August 26, 2026 (September 9, 2026, meeting)**

Agenda Item: **5.5 Award of Agreement with Rite-Way Roof Corporation for District Headquarters Roof Replacement**
Motion

Staff Recommendation:
Authorize the General Manager to execute an agreement with Rite-Way Roof Corporation (Rite-Way) in the amount of $360,000 to construct a roof replacement at the District headquarters.

Background:
The District's headquarters at 1701 North Lombard Street in Oxnard is a 30,519 square foot (SF) office building that was originally constructed in 2003. Prior to moving from the District's former headquarters at 106 North 8th Street in Santa Paula, the District constructed tenant improvements on the property which was completed in March 2020. Work under this tenant improvement project consisted of workspace reconfiguration, lighting, flooring, ceilings, furnishing, insulation, HVAC replacement, ductwork, new restrooms, and adding an exterior door. Thirteen (13) HVAC units (ranging from two to five tons) were replaced out of a total of twenty-eight (28) HVAC units. Nearly half of the existing HVAC units are over twenty (20) years old and are at the end of their expected useful life.

The existing roofing system is a built-up roof (BUR) system consisting of insulation, ply sheets, bitumen, and a top layer with a granular surface for sun protection. The estimated life span for a BUR system is 20 to 30 years. The top layer is deteriorated, and leaks have been reported from the roof through the plenum space and ceiling potentially stemming from poor sealing of rooftop penetrations. The existing roofing system is nearing the end of its useful life.

Discussion:
Staff plans to replace the existing roofing system at the District's headquarters. The goal is to complete the work prior to the start of the 2026-27 water year as the National

Weather Service has forecasted very strong El Niño conditions. Staff engaged with Gordian, who serves as the program administrator and technical provider for Sourcewell's cooperative purchasing program. Sourcewell is a public agency that solicits for competitive proposals and awards cooperative purchasing contracts for goods and services. Gordian administers these contracts through a Job Order Contracting (JOC) process known as ezIQC®. The District is a Sourcewell participating agency which allows the District to "piggyback" on top of these cooperating purchasing contracts for goods and services. The ezIQC® process starts with a joint scope meeting, development of a detailed scope of work, preparation of a price proposal, and job order issuance. The District has successfully used the ezIQC® process for various projects in the past, including the Lake Piru Ramada Rehabilitation and the Lake Piru Entry Kiosk Rehab project.

Rite-Way Roof Corporation (Rite-Way) was selected through the ezIQC® process and District staff held joint scoping meetings with Gordian and Rite-Way in April and August of 2026. Rite-Way initially prepared two proposals; (1) roof restoration, and (2) full replacement. Roof restoration is about forty percent (40%) lower cost but only offers a 10-year warranty. Whereas full replacement offers a 25-year warranty. District staff selected the full replacement over the roof restoration option since it offers increased lifespan, durability, and a higher return on investment.

Full replacement includes installation of a polyvinyl chloride (PVC) membrane roof system that is bonded to high-density insulation cover boards that are mechanically anchored to the existing roof. Roof penetrations, including HVAC equipment and drains will be flashed, sealed and caulked. A walk pad will also be installed from the roof access hatch to the service side of HVAC units. Installation of the new roof will not prevent the future replacement of aging HVAC units for which planning efforts are underway. The new roof will have a two (2) year Contractor warranty against leaks due to workmanship, and a twenty-five (25) year manufacturer's no dollar limit (NDL) warranty on labor and materials.

Mission Goal:
B. System Reliability

Fiscal Impact:
There are sufficient funds in the FY 2026/2027 budget to cover the cost of a roof replacement at the District headquarters in the amount of $360,000. There is $280,000 available under 510-100-80210. An additional $80,000 will be transferred from various accounts.

Attachment:
A – Agreement with Rite-Way Roof Corporation for District Headquarters Roof Replacement

APPROVED AS TO FORM:

_____

Suparna Jain, Partner
Atkinson, Andelson, Loya, Ruud & Romo
Legal counsel for United Water Conservation District

DATED:

_____

ATTACHMENT A

AGREEMENT

THIS AGREEMENT, made and entered into on _____, 20__ by and between United Water Conservation District, a public corporation organized and existing under the provisions of California Water Code section 74000 *et seq.*, hereinafter referred to as "Owner," and

Rite-Way Roof Corporation

hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.

2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as District Headquarters Roof Replacement **(Specification No. 26-04).**

And as more specifically set forth in the Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all temporary work or structures, tools, equipment and appurtenances necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefor, the prices set forth in the accepted Bid Proposal and herein, subject to additions or deductions as provided for in the Contract Documents. The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed and approved in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for final completion of the Work.

4. The Work shall commence within **seven (7) calendar days** after the date

specified in the Notice to Proceed issued by the Owner, and shall be fully completed not later than **(40) calendar days** from the Commencement Date specified in the Notice To Proceed. If the Work is not fully completed in the time specified herein, plus any extension of time as may be granted by the Owner pursuant to the terms of the Contract Documents, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall forfeit and pay to Owner as liquidated damages, and not as a penalty or forfeiture, the sum of Five Hundred Dollars ($500) for each calendar day past completion date.

5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the sum of **Three Hundred Sixty Thousand Dollars** (**$360,000.00**), said sum being the total amount stipulated in the Bid Proposal, and hereby contracts to pay the same at the time, in the manner, and subject to the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be fully completed to the approval and entire satisfaction of the Owner and its Engineer.

7. The Contractor shall assume the defense of and indemnify and hold harmless the Owner, and its Engineer, the Owner's Representative, and their respective directors, officers, board members, employees, independent contractors, representatives, consultants, agents, and volunteers, and each of their respective successors and assigns, and each of them (collectively herein "Indemnitees") from and against:

a. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, including, but not limited to, (1) injury to or death of any person, including the Indemnitees; (2) damages to or destruction of property of any person, including the Indemnitees, (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) other loss, damage, or expense, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

b. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing or future governmental law, ordinance or regulation, specifically including, but not limited to, the safety of workers, compliance with which is the responsibility of Contractor, any Subcontractor, supplier, anyone

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

c. Any dispute between Contractor and Contractor's Subcontractors, suppliers, and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or materialman of any tier or any other person employed in connection with the Work.

d. Any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice, or claim and seek reimbursement from Contractor, either directly or by deduction from any payments due or to become due to Contractor

Contractor shall give prompt written notice to the Owner of any litigation, mediation, arbitration or proceedings pending or threatened against Contractor or any Subcontractor or which relates to the Project and in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than $50,000. Contractor shall not (and shall not cause or permit any Subcontractor to) initiate or settle any litigation arising out of or related to the Project and/or any Work in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than $250,000 without Owner's prior written consent and Contractor shall keep Owner apprised of the status of any such litigation.

Contractor shall defend, at the Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees in any such suit, action, or other legal proceeding. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Promptly after receipt by an Indemnitee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential claim from a third party as to which any indemnity provided for in this Agreement and the Contract Documents may apply, the Indemnitee will notify the Owner and Contractor in writing of such fact. Any delay by an Indemnitee in notifying Contractor of any such claim or notice will not excuse Contractor of its obligations hereunder. Upon Contractor's receipt of such notice, Contractor shall assume, on behalf of the Indemnitee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both the Contractor and the Indemnitee, and if the Indemnitee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with those available to Contractor, then the Indemnitee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Contractor's expense.

If any third party claim arises as to which any indemnity provided for in this Agreement and the Contract Documents may apply, and Contractor fails to assume the defense of such claim

promptly after the receipt by Contractor of notification thereof, then the Indemnitee against which the claim is instituted or commenced may, at Contractor's expense, contest, or (with the prior written consent of Contractor, not to be unreasonably withheld) settle such claim; provided that no such contest need be made and settlement or full payment of any such claim may be made without Contractor's consent (with Contractor remaining obligated to indemnify the Indemnitee under this Agreement and the Contract Documents) if, in the written opinion of the Indemnitee's legal counsel, such claim is meritorious. All costs and expenses incurred by Indemnitee and/or the Owner in connection with any such contest, settlement, or payment may be deducted from any amounts due or to become due to Contractor under this Agreement and the Contract Documents, with all such costs in excess of the amount deducted to be reimbursed by Contractor to the Owner or the Indemnitee promptly following, but not later than thirty (30) days following, Owner's or Indemnitee's demand therefor. In the event and to the extent that the Owner makes a deduction as described in the preceding sentence, then Owner shall be responsible for making appropriate payments to any Indemnitees, and shall indemnify Contractor for any claims by the Indemnitees arising out of Owner's failure to make such payments.

The indemnification obligations herein shall survive the completion of the Work under the Contract and/or expiration or termination of the Contract.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-14 of the Instructions to Bidders, entitled LIABILITY INSURANCE; and Article 7 of the General Provisions, entitled CONTRACTOR'S INSURANCE; and the Special Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees. The indemnification obligations herein shall be in effect without regard to whether or not Owner, Contractor, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such indemnified claims.

8. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Non-Collusion Declaration of Contractor
Agreement Form
Faithful Performance Bond
Payment Bond
Non-Collusion Declarations of Subcontractors
All Required Insurance Policies and Endorsements
Notice to Proceed
General Provisions
Special Provisions

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

9. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (a) Chapter 1 of

Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

10. If any term, covenant, condition, or provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed-, and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

11. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise, and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

12. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

13. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"	"CONTRACTOR"
By: _____	License No(s). 661941
Its: General Manager [TITLE]	Expiration Date(s): 01/31/2028
By: _____	By: _____
Its: _____ [TITLE]	Its: _____ [TITLE]
Address For Giving Notice to Owner: 1701 N. Lombard Street, Suite 200 Oxnard, CA 93030	By: _____
	Its: _____ [TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and

legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original.

FAITHFUL PERFORMANCE BOND

Bond No._____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **Rite-Way Roof Corporation** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **District Headquarters Roof Replacement (Specification No. 26-04)** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **Rite-Way Roof Corporation**, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of **Three Hundred Sixty Thousand Dollars** (**$360,000.00**), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications,

alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

PRINCIPAL/CONTRACTOR: Rite-Way Roof Corporation

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone: _____	Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **Rite-Way Roof Corporation** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Construction of the **District Headquarters Roof Replacement (Specification No. 26-04)** (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof. NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of **Three Hundred Sixty Thousand Dollars** (**$360,000.00**), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

PRINCIPAL/CONTRACTOR: Rite-Way Roof Corporation

By:

SURETY:

By:
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
Telephone:	Telephone:

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of Rite-Way Roof Corporation, the party making the foregoing bid.

The bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____