

UPPER VENTURA RIVER GROUNDWATER AGENCY

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that the Upper Ventura River Groundwater Agency ("Agency") Board of Directors ("Board") will hold a Special **Board Meeting at 1 P.M. on Thursday, August 24, 2017 at Ojai Valley Land Conservancy, 370 Baldwin Road, Ojai, California, 93023.**

UPPER VENTURA RIVER GROUNDWATER AGENCY BOARD OF DIRECTORS AGENDA

Thursday, August 24, 2017

1. CALL TO ORDER AND ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. DIRECTOR ANNOUNCEMENTS
4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to three minutes.

5. CONSENT ITEMS

- a. Approve Minutes from June 8, 2017 regular meeting

6. ACTION ITEMS

- a. Contract Amendments for Grant Writing Consultants

The Board will consider increasing the budgets for the two consultants developing the Agency's application to DWR's Sustainable Groundwater Planning Grant Program.

- b. OBGMA Office Sharing Agreement

The Board will consider authorizing the Chair to sign the office sharing agreement with OBGMA, which is included with the staff report for this agenda.

- c. Consultant to Advise Executive Committee and Board

The Board will consider the recommendation of the Chair to hire Bryan Bondy to advise the Executive Committee and Board on the preparation of the Groundwater Sustainability Plan (GSP) for the Upper Ventura River Groundwater Basin. The Board may authorize the Chair to execute a contract with Mr. Bondy.

** In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals so they may attend and participate in meetings.*

d. Review of Draft Grant Proposal for Upper Ventura River Basin Groundwater Sustainability Agency

The Board will discuss and provide feedback on the draft grant application prepared by Lorraine Walter.

e. Appointment of Executive Director

The Board will consider appointing Cece Vandermeer as the Executive Director for the Agency and authorize the Chair to send Ms. Vandermeer a letter of employment with a start date of September 1, 2017.

f. Treasurer/Auditor Services Agreement with the County of Ventura

The Board will consider authorizing the agreement between the Upper Ventura River Groundwater Agency and the County of Ventura for the County to serve as the treasurer and auditor for the Agency, and in that role, provide financial/accounting services through the Auditor-Controller's Office for the County of Ventura.

g. Stakeholder Outreach and Engagement Discussion

The ad hoc Stakeholder Engagement Committee will lead the Board in a discussion of engaging stakeholders in GSP development in preparation for the October 12, 2017 outreach forum.

7. COMMITTEE REPORTS

a. Report from Ad Hoc Committee to Draft Bylaws

b. Report from Ad Hoc Committee to Interface with California Water Action Plan Representatives

8. EXECUTIVE DIRECTOR'S REPORT

9. ADJOURNMENT

**UPPER VENTURA RIVER GROUNDWATER AGENCY
MINUTES OF REGULAR MEETING June 8, 2017**

Directors present were: Joe McDermott, Bruce Kuebler, Mary Bergen, Larry Rose, Mike Krumpschmidt, and Emily Ayala. Alternate Directors present were: Glenn Shephard for Jeff Pratt. Also present were: Interim Executive Director Jennifer Tribo and Attorney Russ McGlothlin. Public present were Mike Hollebrands, and Zoe Carlson.

1) **CALL TO ORDER**- Chairperson Bruce Kuebler called the meeting to order at 1:03 P.M.

2) **PLEDGE OF ALLEGIANCE** – Led by Bruce Kuebler.

3) **DIRECTOR ANNOUNCEMENTS –**

Director McDermott announced that the Mound Basin JPA has been approved by all member agencies and the first meeting and public hearing to act as the GSA for the Mound Basin is scheduled for June 22, 2017.

Chair Kuebler mentioned that he and Russ McGlothlin had an introductory meeting with representatives from Santa Barbara Channel Keeper to discuss cooperation on development of the GSP in the future. He also spoke with the project manager for the development of the groundwater surface water model for the State Water Control Board's instream flow study to discuss coordination on the model development and the Agency's GSP development.

Director Bergen announced that the purchase of Golden State Water Company by Casistas Municipal Water District will be complete tomorrow.

Director Shephard added that the Board of Supervisors approved the JPA for the Cuyama Basin GSA. The County will join the 11 person board. The Board of Supervisors decided not to participate in the GSA for the Santa Clara River East River Valley Subbasin.

4) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA** – No public comments were received.

5) **CONSENT ITEMS**

a. **Approve Minutes from May 11, 2017 regular meeting**

Director Shephard requested a correction under director announcements. The Fillmore/Piru Groundwater Basin JPA was approved on April 25, 2017 not April 18, 2017.

Director Krumpschmidt moved to approve the minutes from the regular May meeting. Seconded by Director Rose. Chair Kuebler called a voice vote. All ayes. None opposed.

6) a. **Approval of Proposed Budget for Fiscal Year 2017/18 and Funding Options Ad Hoc Committee**

Jennifer Tribo summarized the staff report and asked Director Bergen, ad hoc committee chair, to review the final Fiscal Year 2018 budget that was provided in the agenda packet. The proposed budget assumes sharing office space and administrative staff costs with OBGMA.

No public comments

Director McDermott moved to approve the Fiscal Year 2017/18 Budget. Seconded by Director Shephard.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

Jennifer Tribo reviewed the second recommended action under this item to establish an Ad Hoc committee to exploring funding options (including development of an extraction fee) to fund the Agency after the current fiscal year. Membership on the ad committee will be limited to directors.

Chair Kuebler moved that a Funding Options and Budget Review Ad Hoc Committee be established and composed of Mary Bergen (chair), Bruce Kuebler, and Mike Krumpschmidt in order to explore funding options and review the budget throughout the fiscal year. The ad hoc committee will be dissolved no later than June 30, 2018. Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

6) b. Award Contract to Determine Irrigation Quantities

Jennifer Tribo summarized the staff report. Director Bergen, chair ad hoc annual budget committee, added additional details.

Public Comment:

Mike Hollebrands, Meiners Oaks Water District, provided the Board with the attached handout illustrating the analysis that will be completed. He added that the flying discount of \$2,600 from \$6,900 to \$4,300 may not be applied to the UVRGA depending on how the contracts with Meiners Oaks Water District and Ventura River Water District are executed.

Board Discussion:

Board members discussed the merits and limitations of the mapping and analysis. Chair Kuebler and Director Bergen added that this is just a first step to get an idea of the amount of water being used for irrigation in the basin. This data will not be used for allocations for pumping or fees. Director Ayala expressed some concern about the ability of the Agency to process and analyze the data collected by the aerial survey. Chair Kuebler added that staff from Meiners Oaks Water District and Ventura River Water District can assist the Agency with the analysis.

Director Rose moved to award the contract with a maximum amount of \$16,350 to include change orders. Seconded by Director Krumpschmidt.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

6) c. Conflict of Interest Code

Jennifer Tribo summarized the staff report and asked Director McDermott, chair of the ad hoc local conflict of interest code, to review the documents. Attachment A serves to adopt the state standards. Attachment B defines consultants, Attachment C explains the categories of disclosure. Attachment D defines the designated employees covered under the conflict of interest code. Board members identified the following corrections to be made to the documents:

Section 2 of the Resolution:

- "Attachment C" to "Attachment D"
- The Upper Ventura River Groundwater Agency Secretary shall ~~retain~~ be responsible for the retention of a copy of all statements of economic interests and make them available for public inspection and reproduction (Government Code §81008).
- "Council" to "Counsel"

Attachment A:

- Changed "Appendix" to "Attachment"

No public comment.

Director Bergen moved to adopt Resolution No. 2017-3 adopting the Conflict of Interest Code incorporating the above changes. Seconded by Director Krumpschmidt.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

6) d. Stakeholder Engagement Discussion

Jennifer Tribo summarized the staff report and opened the discussion. Russ McGlothlin added that the Board should be open to the format for stakeholder engagement. It could be a committee or a series of workshops. The Board should evaluate the options after the first workshop.

Public Comment:

Zoe Carlson, Ventura River Watershed Council: Presented the attached letter to the Board regarding the DWR grant and stakeholder involvement. She expressed a desire to assist the Agency in development of a stakeholder outreach strategy and utilize the Watershed Council to engage stakeholders.

Board Discussion:

The Directors discussed the best way to reach stakeholders in the watershed. Directors agreed that an October meeting to update and engage stakeholders in the GSP development process would be the best first step. Directors indicated support for forming an ad hoc committee to plan a meeting for October and develop an outreach strategy through GSP development. Directors Rose, Ayala, and Kuebler volunteered to serve on the ad hoc committee. Directors considered adding Ms. Carlson as a member to a standing outreach committee. Others suggested keeping it as an ad hoc meeting for now and inviting the Watershed Council to attend any committee meetings.

Director Shephard moved to create an ad hoc stakeholder engagement committee composed of Directors Rose (chair), Ayala, and Kuebler to plan an October meeting and draft stakeholder involvement process for GSP development. The committee will be dissolved after the Board meeting following the October workshop.

6) e. Sustainable Groundwater Planning Grant Program

Jennifer Tribo summarized the staff report.

Public comment.

Zoe Carlson, Ventura River Watershed Council: Ms. Carlson offered to participate in the grant proposal development focusing on the stakeholder engagement opportunities.

Board Discussion:

Director Shephard suggested that Ms. Walter work with the ad hoc stakeholder engagement committee to develop the relevant sections of the grant application.

Chair Kuebler provided the Board with a potential list of projects that could be included in the grant application (attached).

Chair Kuebler called to combine this item with 6(k) since both contracts are related to the development of the grant application.

Jennifer Tribo summarized the staff report for item 6k – Hydrogeologist Consultation Services. Chair Kuebler suggested that Jordan Kear could provide consultation services beyond the development of the grant application. Other Directors expressed some concern that the Agency should solicit additional proposals for a standing hydrogeologist. Director Bergen suggested that the Agency limit the contract with Jordan Kear to the grant proposal and then solicit proposals for hydrogeologist services following submittal of the grant application.

Director Rose moved to execute contracts with Lorraine Walter and Jordan Kear (not to exceed \$10,000 for both contracts combined) to develop the DWR grant application. Seconded by Director McDermott.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

6) f. Payment Agreement between Member Agencies

Jennifer Tribo summarized the staff report.

No Public Comments.

Board Discussion:

Director Shephard requested that "Ventura County Watershed Protection District" be changed to "County of Ventura" in the background section of the agreement.

Director McDermott suggested adding an requirement to pay invoices within 45 days.

Director McDermott moved to approve the Payment Agreement between Member Agencies as amended. Seconded by Director Shephard.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose. Abstentions: Emily Ayala.

6) g. OBGMA Office Sharing Agreement

Jennifer Tribo summarized the staff report, asked Director Bergen to provide any additional information.

No public comment.

Board Discussion:

Directors requested the following edits to the agreement:

- Change item 4. To reflect the the parties will not be sharing computers or software.
- Item 10. Add avoid to the first sentence.
- Make signature lines consistent with UVRGA officer titles.

The Board directed staff to make the above changes and forward to OBMGA for consideration at its next meeting.

6) h. Treasurer/Auditor Services Agreement with the County of Ventura

Jennifer Tribo summarized the staff report. County staff provided the attached draft and Agency legal counsel provided comments indicated by redlines.

No public comments.

Board Discussion:

Directors provided typographical edits to the document. Director Shephard will incorporate the comments by Board members and legal counsel and review with County Counsel and the Controller's office.

6) i. Establishment of Executive Committee

Jennifer Tribo summarized the staff report, and asked Chair Kuebler to provide any additional information.

Chair Kuebler added that the Board is in need of a consultant that can provide technical guidance.

No public comments.

Board Discussion:

The Directors discussed that the Executive Committee should be a standing committee and subject to the Brown Act. Chair Kuebler and Directors McDermott and Rose volunteered to serve on the committee.

Director Bergen moved to establish the Executive Committee as a standing committee composed of Directors Kuebler (chair), McDermott, and Rose. The Executive Committee will develop a request for proposals to solicit a consultant to advise the Executive Committee and interview top responders. The Executive Committee will recommend a consultant for Board approval at a future meeting. Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

6) j. Reimbursement to Ventura River Water District for Installation of Data Loggers in Key Wells

Jennifer Tribo summarized the staff report.

No public comment.

Director Rose moved to authorize the reimbursement of \$7,200 to Ventura River Water District for the installation of data loggers and monitoring of six key wells in the Upper Ventura River Groundwater Basin. Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Glenn Shephard, Mike Krumpschmidt, Joe McDermott, Larry Rose, Emily Ayala.

6) k. Hydrogeologist Consultation Services

Combined with item 6e above.

7) COMMITTEE REPORTS

a) Report from Ad Hoc Committee to Draft Bylaws

Director Rose provided an update. The committee is currently reviewing a draft. Following legal review, it will be brought to the Board for consideration.

b) Report from Ad Hoc Committee to Interface with California Water Action Plan Representatives

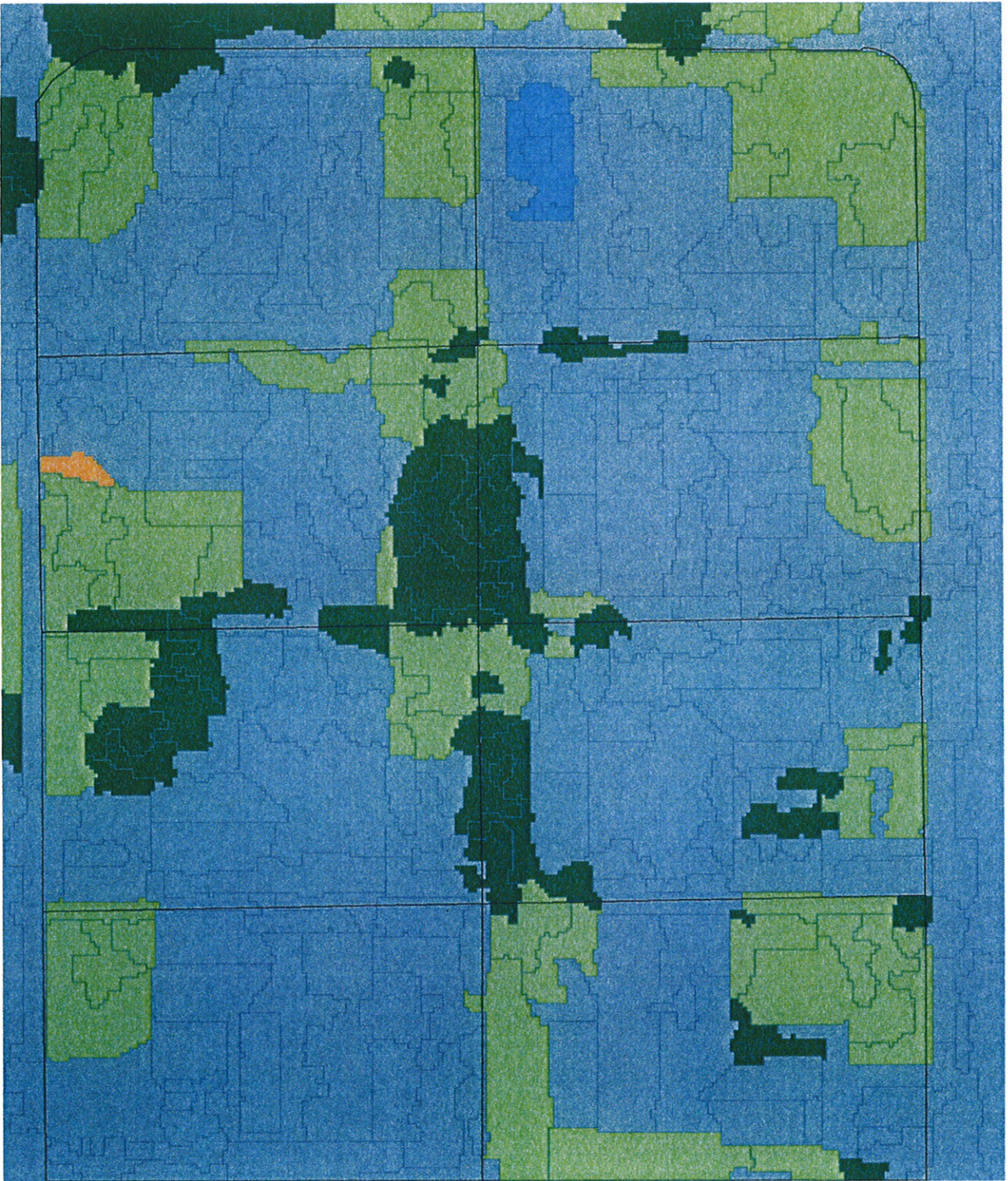
Chair Kuebler indicated that the Committee has not had any other communications with the State Water Resources Board.

8) EXECUTIVE DIRECTOR'S REPORT –

The Board will need to meet in August in order to review the draft grant application. August 24, 2017 was selected as a tentative date. Jennifer Tribo will confirm the meeting date and location with Board members via email.

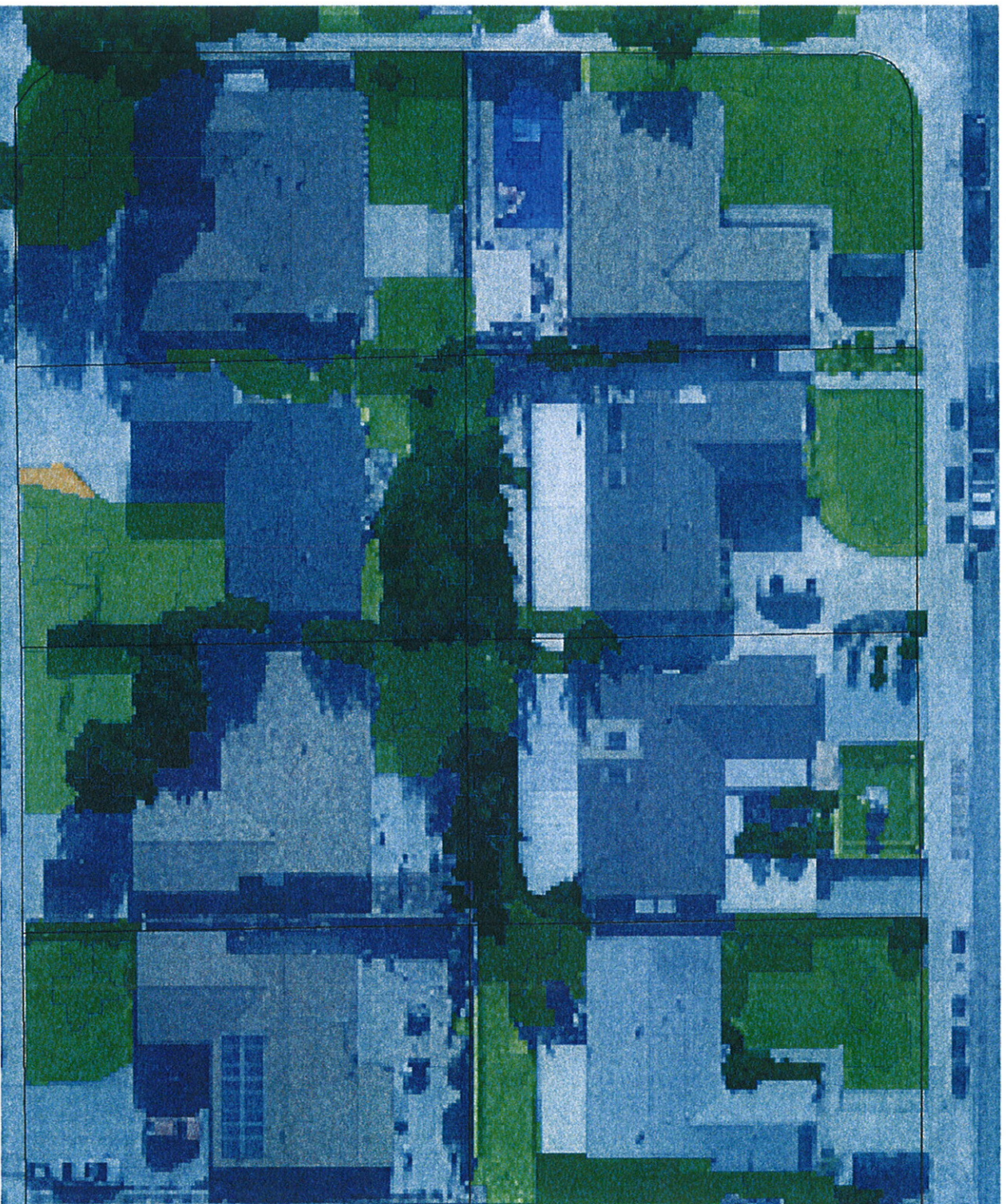
9) ADJOURNMENT – The meeting was adjourned at 4:18 pm.





bare soil
grass
impervious
pool
trees/bushes

Landcover with 40% transparency



- bare soil
- grass
- impervious
- pool
- trees/bushes

Landcover Area and Percentage



APN	class	area	percentage
7126411	grass	503.00	13.80
7126411	impervious	2604.02	71.46
7126411	trees/bushes	537.01	14.74
7126409	impervious	3384.00	78.33
7126409	grass	843.00	19.50
7126409	trees/bushes	93.00	2.17



Ventura River Watershed Council
VennturaWatershed@gmail.com
www.venturawatershed.org
info@venturawatershed.org
805/308-8512

June 8, 2017

Board of Directors
Upper Ventura River Groundwater Agency
Attn: Bruce Kuebler, Chair
c/o Ventura River Water District
409 Old Baldwin Road
Ojai, CA 93023

SUBJECT: STAKEHOLDER ENGAGEMENT IN UPPER VENTURA RIVER WATERSHED GROUNDWATER SUSTAINABILITY PLAN DEVELOPMENT.

Dear UVRGA Board Members:

I am writing as the Ventura River Watershed Coordinator on behalf of the Ventura River Watershed Council (Council). As your Board knows, the Council has been the forum for watershed management and water resource planning in the watershed for over a decade. The Council is an open and inclusive group with active participation by local, state and federal government agencies, water and sanitation districts, environmental and educational non-profit entities, agricultural organizations, tribal leadership, community volunteer groups, businesses, as well as engineers, biologists, farmers, students and private citizens. The Council has sustained a high level of broad stakeholder participation with more than 35 participants at each Council meeting and more than 400 subscribers to monthly e-newsletters.

Integrated Regional Water Management

Integrated Regional Water Management (IRWM) is a comprehensive approach for managing water to concurrently achieve social, environmental, and economic objectives. IRWM is built on a framework of collaborative decision-making and actions informed by comprehensive data, integrated planning, and stakeholder input. This integrated approach delivers higher value for investments by considering all interests, providing multiple benefits, and working across jurisdictional boundaries at the appropriate geographic scale. This well-established IRWM framework can serve as the foundation of a successful sustainable groundwater management program. The Watersheds Coalition of Ventura County (WCVC) is the IRWM group in Ventura County. The Council serves as one of three watershed groups in the IRWM Region with two representatives on the WCVC Steering Committee. The Council's Leadership Committee serves as

*The mission of the
Ventura River
Watershed Council is
to facilitate and
support efforts by
individuals, agencies,
and organizations to
maintain and improve
the health and
sustainability of the
Ventura River
watershed for the
benefit of the people
and ecosystems that
depend upon it.*

the oversight committee for the Council and also provides the first level of collaboration, vetting and approval for IRWM projects in the watershed. The regional collaboration demonstrated through the Council and the WCVC process has led to successful funding of priority projects through highly competitive state grant programs.

The Watershed Council approved seven major goals for management in the watershed. These goals are brief, visionary statements about the results the Council is working to achieve:

- ◆ *serve as a reference or touchstone to guide future projects and programs,*
- ◆ *imply a wide perspective and a long view, and*
- ◆ *address a primary watershed threat or need.*

*Together the goals form the Council's "vision" for the watershed.
– Ventura River Watershed Management Plan*

Sustainable Groundwater Management

In 2015, the Council completed the Ventura River Watershed Management Plan (Plan), the first comprehensive management plan for the watershed. The plan tells the story of the watershed and its many interdependencies; identifies and prioritizes water-related concerns; and identifies projects and programs that could improve watershed conditions. The Plan includes several key components of groundwater resource management including a detailed description of watershed characteristics including geology, hydrology, water supply and demand. Five of the seven Plan goals directly relate to sustainable groundwater management; Sufficient Local Water Supplies, Clean Water, Healthy Ecosystems, Responsible Land and Resource Management, and Coordinated Watershed Planning. Since the Plan was created, the Council has continued to be the forum for discussing sustainable water resource management in the watershed. The Council currently serves as the stakeholder engagement forum for the UVRGA and many related efforts including the California State Instream Flow Study, the Ojai Basin Alternative Groundwater Sustainability Plan, the Onsite Wastewater Treatment Systems Special Study, plans for water supply augmentation, and more.

Upper Ventura River Groundwater Agency

All of the agencies and organizations represented on the Upper Ventura River Groundwater Agency (UVRGA) Board have been participating in the Council for many years, currently have representation on the Council's Leadership Committee, and were contributors to the Watershed Management Plan. The Upper Ventura River Groundwater Sustainability Agency Formation Committee coordinated closely with the Council throughout the formation process. Coordination included regular updates at Council meetings, Council review of the basin boundary modification, noticing of public meetings and availability of the draft Joint Exercise of Powers Agreement for review. Since the formation of the UVRGA, the Council has continued to provide regular updates at Council meetings and noticing of UVRGA meetings.

"Through their participation, Watershed Council members have demonstrated a commitment to the value of a collective approach...Participation on the Watershed Council has expanded since its start in 2006 and continues to grow in both numbers and diversity."

- Ventura River Watershed Management Plan

Groundwater Sustainability Planning

The Council greatly appreciates your Board's careful consideration of meaningful stakeholder engagement in the development of your Groundwater Sustainability Plan (GSP). The Council, as an open and inclusive forum, has benefited from a high level of relevant experience and expertise among its participants, as well as a generally high level of engagement among community members. There is a logical nexus in extending this engagement to meet the requirements in the Sustainable Groundwater Management Act (SGMA) for stakeholder engagement in the development of the GSP. The Council recognizes that the UVRGA is taking on

a new regulatory role in the watershed that will require direct targeted outreach to beneficial users within the basin about the UVRGA roles and responsibilities. It would not be appropriate for the Council to facilitate this targeted outreach as our role is broad stakeholder engagement. The Council also recognizes that there is a unique opportunity for the UVRGA to engage a balanced group of stakeholders in key elements of the GSP in an open and transparent public process through the Council.

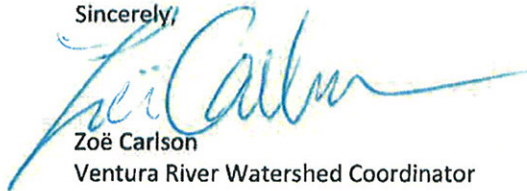
"Council participants attend Council meetings to learn and share knowledge, establish relationships, support one another's efforts, and present differing perspectives."

Sustained Engagement Funding

As an established forum for stakeholder engagement in local planning efforts and project development, the Council would greatly appreciate the opportunity to work with the UVRGA to help build meaningful public engagement into your GSP scoping. The Council recognizes that facilitating meaningful engagement in the development of the GSP through the Council will require additional funding for the Watershed Coordinator. The Council understands that UVRGA is considering applying for state grant funding through the Department of Water Resources Sustainable Groundwater Planning Grant Program and that this program can fund stakeholder engagement in the development of GSPs. The Council would like to partner with the UVRGA to secure additional funding through this grant to facilitate broad stakeholder engagement, a critical step in the GSP development.

*- Ventura River Watershed
Management Plan*

Sincerely,



Zoë Carlson
Ventura River Watershed Coordinator

"Coordinated Watershed Planning Goal: A Watershed Council that fairly represents stakeholders; collaborates on developing an integrated watershed management plan to guide watershed priorities; facilitates communication between public, private, and nonprofit stakeholders; educates and engages stakeholders; provides a forum for collecting, sharing, and analyzing information about, and creatively and proactively responding to, watershed issues; and maximizes grant funding opportunities."

-Ventura River Watershed Management Plan

UPPER VENTURA RIVER GROUNDWATER AGENCY

Item No. 6(a)

DATE: August 24, 2017
TO: Board of Directors
FROM: Jennifer Tribo, Interim Executive Director
SUBJECT: Contract Amendments for Grant Writing Consultants

SUMMARY

At the June 8, 2017 meeting, the Board authorized the Chair to enter into contracts with Kear Groundwater and Walter Consulting & Grant Writing to prepare the Agency's grant application to the California Department of Water Resources (DWR) to receive funds from the Sustainable Groundwater Planning (SGWP) Grant Program. The Board authorized up to \$10,000 to be split between the two contracts.

Due to the level of effort required to develop the grant package, additional funding is necessary to complete the application. Chair Kuebler requests authorization to increase the contracts by a total of \$5,000. The 2017/2018 Agency budget approved on June 8, 2017 allocates \$15,000 for professional services.

RECOMMENDED ACTION

The Board will consider increasing the budgets for the two consultants developing the Agency's application to DWR's Sustainable Groundwater Planning Grant Program.

1. Increase the contract with Walter Consulting & Grant Writing from \$6,400 to \$12,000.
2. Increase the contract with Kear Groundwater from \$3,600 to \$6,000.

BACKGROUND

DWR is administering the Sustainable Groundwater Planning (SGWP) Grant Program using funds authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). The PSP is making a total of approximately \$86.3 million available, with at least \$10 million made available to projects that serve Severely Disadvantaged Communities (SDACs) and the remaining amount for planning, development, or preparation of GSPs. Eligible projects for this PSP must address high and medium priority basins as identified in DWR Bulletin 118 or a non-adjudicated portion of one of these basins.

Given the timeframe for the grant application process and the level of detail required, the Board authorized the Chair at the June 8, 2017 Board Meeting to retain consultant services in order to prepare an application for potential funding. On July 1, 2017, Chair Kuebler executed the attached contracts with Jordan Kear and Lorraine Walter. The consultants have worked together to prepare a draft grant application package for the Board's review under item 6(d) on this Agenda. Expenses as of 8-16 are \$9,120 for Walter and \$3,000 for Kear.

FISCAL SUMMARY

The approved 2017/2018 Agency budget allocates \$15,000 for professional services. If both consultants reach contract limits, this item will be over budget by \$3,000.

Action: _____

Motion: _____ 2nd: _____

B. Kuebler____ M. Bergen____ J. Pratt____ M. Krumpschmidt____ J. McDermott____

L. Rose____ E. Ayala____



PROFESSIONAL SERVICES AGREEMENT

Upper Ventura River Groundwater Agency and Walter Consulting & Grant Writing.

This Agreement, is entered in duplicate on the dates set forth below by and between the Upper Ventura River Groundwater Agency, (hereinafter referred to as "Agency"), and Walter Consulting & Grant Writing, a Grant Services and Consulting Business ("Consultant").

By this Agreement, the Agency agrees to engage the services of Consultant, and Consultant agrees to perform the services for the Agency hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Consultant's Services.

Consultant shall perform the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A."

2. Compensation for Consultant's Services.

The Agency shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the "Schedule of Compensation" attached hereto as Exhibit "B." The compensation shall be paid at the time and manner set forth in Exhibit "B."

3. Term of Agreement.

The term of this Agreement shall be from July 1, 2017 to October 16, 2017.

4. Commencement of Performance.

Consultant shall not perform any work under this Agreement until a written Notice to Proceed is sent by the Agency. All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. Reporting of Progress

Consultant shall provide weekly progress reports to the Agency Representative via email including the number of hours billed.

6. Status of Consultant.

The Agency and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with the Agency. Consultant is not an agent or employee of

the Agency and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Agency provides for its employees.

7. Designative Representative.

(a)	Name:	<u>Lorraine Walter</u>
	Title:	<u></u>
	Address	<u></u>
	City State Zip:	<u></u>
	Email:	<u>lwalterconsulting@gmail.com</u>

shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

(b)	Name:	<u>Bruce Kuebler</u>
	Title:	<u>Chair, Upper Ventura River</u>
		<u>Groundwater Agency</u>
	Address	<u>409 Old Baldwin Road</u>
	City State Zip:	<u>Ojai, CA 93023</u>
	Email:	<u>pbkuebler@sbcglobal.net</u>

shall be the designated Agency Representative.

8. Assignment.

This Agreement is for the professional services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of the Agency shall be prohibited and shall be null and void.

9. Records and Inspections.

The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

10. Hold Harmless.

Consultant shall hold the Agency and the Agency's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant's performance of its services pursuant to this Agreement. In the event the Agency and/or any of the Agency's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, Consultant shall indemnify them for any

judgment rendered against them for such negligent act, negligent omission or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Consultant also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Consultant's professed expertise and experience in performing such services. In addition Consultant understands and agrees that while the Agency or the Agency's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Consultant pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Consultant waives any right of contribution against the Agency or any of the Agency's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Consultant pursuant to this Agreement.

11. Covenants and Conditions.

Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

12. Termination.

At any time, with or without cause, the Agency shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant pursuant to Paragraph 18 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 18 of this Agreement.

13. Effect of Termination.

Upon termination as stated in Paragraph 12 of this Agreement, the Agency shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

14. Ownership of Consultant's Work Product.

The Agency shall be the owner of any and all computations, plans, correspondence, and/or other pertinent data and information gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by the Agency.

15. Taxpayer Identification Number.

Consultant shall provide the Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

16. Non-Appropriation of Funds.

Payments due and payable to Consultant for current services are within the current budget. In the event the Agency has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17. Modification of Agreement.

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of the Agency and Consultant.

18. Notices.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

19. Permits and Licenses.

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

20. Waiver.

A waiver by the Agency of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

21. Governing Law.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

22. Integrated Agreement.

This Agreement represents the entire Agreement between the Agency and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

(CONSULTANT)

By: Lorraine Walter
Lorraine Walter
Consultant

7-1-17
Date

Upper Ventura River Groundwater Agency

By: Bruce Kuebler
Bruce Kuebler, Chair

7-1-17
Date

APPROVED AS TO FORM:

EXHIBIT A
STANDARD FORM PROFESSIONAL SERVICE AGREEMENT
(Upper Ventura River Groundwater Agency and Walter Consulting & Grant Writing)

SCOPE OF SERVICES

Department of Water Resources (DWR) is administering the Sustainable Groundwater Planning (SGWP) Grant Program under Proposition 1 for Groundwater Sustainability Plans and Projects. The Consultant will prepare a complete Grant Application for the Upper Ventura River Groundwater Agency (UVRGA). Target completion date for a final draft is August 18 to enable UVRGA Board to approve the application at its August 24th meeting. The Consultant shall follow instructions in DWR's Proposal Solicitation Package For Groundwater Sustainability Plans and Projects to prepare the final draft Grant Application.

Consultant will be working with Jordan Kear, another Consultant under contract with UVRGA, representative Bruce Kuebler and others from UVRGA, and may receive ideas and assistance from other individuals, to develop the projects to be included in the Grant Application. Bruce Kuebler will be manager and will coordinate activities and review all writing. Consultant Jordan Kear will provide project details within his expertise, such as project descriptions, cost estimates, and scheduling. Similar details for other projects will be developed by Consultant working with Bruce Kuebler and others from UVRGA.

The following is a tentative list of potential projects to be included in the Grant Application:

- San Antonio Creek Inflow (surface and groundwater) at the outlet of the Ojai Basin and confluence with the Ventura River. This could involve geologic x-section analysis, soil grain tests, surface flow gage, and aquifer test.
- Installation of at least 6 data loggers in key wells and data evaluation for one year. These are essential for calibrating surface groundwater model.
- Accurate estimation of water use, particularly evapotranspiration, using high resolution aerial infra-red photography of the entire basin. This would document current arundo donax infestation after recent removals and aid in establishing a financing mechanism for the Agency.
- Installation of observation well at mouth of Matilija canyon to establish amount of subsurface inflow to basin by documenting geologic structure and identifying groundwater characteristics, such as transmissivity.
- Comparison of water years 2011 and 2017 using continuous water table data from key wells to assess effects of reduced pumping by water districts and arundo removal and to identify and fill gaps in data necessary for accurate calibration of surface groundwater model.
- Meters for wells that pump more than two AF/YR (greater than de minimis).
- Writing GSP.
- Stakeholder engagement program.
- Data loggers for possible recharge projects in McDonald canyon and Krotone "meadow" (VRWD well 5).

Consultant will provide Bruce Kuebler with a brief email progress report of work hours every Friday beginning July 7, 2017.

EXHIBIT B
STANDARD FORM PROFESSIONAL SERVICE AGREEMENT
(Upper Ventura River Groundwater Agency and Walter Consulting & Grant Writing)
SCHEDULE OF COMPENSATION

Consultant will perform the Tasks described in Exhibit A according to the rates and budget detailed below. The entire project will be invoiced once the tasks are completed and the Board approves the Grant Package at its August 24, 2017 Board meeting.

Total Budget (not to exceed): \$6,400

Hourly Rates:

Lorraine Walter - \$60/hr

Travel: 0

Other: 0



PROFESSIONAL SERVICES AGREEMENT

Upper Ventura River Groundwater Agency and Kear Groundwater.

This Agreement, is entered in duplicate on the dates set forth below by and between the Upper Ventura River Groundwater Agency, (hereinafter referred to as "Agency"), and Kear Groundwater, a Professional Hydrogeologic Consulting Services Company ("Consultant").

By this Agreement, the Agency agrees to engage the services of Consultant, and Consultant agrees to perform the services for the Agency hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Consultant's Services.

Consultant shall perform the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A."

2. Compensation for Consultant's Services.

The Agency shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the "Schedule of Compensation" attached hereto as Exhibit "B." The compensation shall be paid at the time and manner set forth in Exhibit "B."

3. Term of Agreement.

The term of this Agreement shall be from July 1, 2017 to October 16, 2017.

4. Commencement of Performance.

Consultant shall not perform any work under this Agreement until a written Notice to Proceed is sent by the Agency. All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

5. Reporting of Progress

Consultant shall provide weekly progress reports to the Agency Representative via email including the number of hours billed.

6. Status of Consultant.

The Agency and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with the Agency. Consultant is not an agent or employee of

the Agency and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Agency provides for its employees.

7. Designative Representative.

(a)	Name:	Jordan Kear
	Title:	
	Address	PO Box 2601
	City State Zip:	Santa Barbara, CA 93120
	Email:	jordan@keargroundwater.com

shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

(b)	Name:	Bruce Kuebler
	Title:	Chair, Upper Ventura River Groundwater Agency
	Address	409 Old Baldwin Road
	City State Zip:	Ojai, CA 93023
	Email:	pbkuebler@sbcglobal.net

shall be the designated Agency Representative.

8. Assignment.

This Agreement is for the professional services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of the Agency shall be prohibited and shall be null and void.

9. Records and Inspections.

The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

10. Hold Harmless.

Consultant shall hold the Agency and the Agency's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant's performance of its services pursuant to this Agreement. In the event the Agency and/or any of the Agency's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, Consultant shall indemnify them for any

judgment rendered against them for such negligent act, negligent omission or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Consultant also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Consultant's professed expertise and experience in performing such services. In addition Consultant understands and agrees that while the Agency or the Agency's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Consultant pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Consultant waives any right of contribution against the Agency or any of the Agency's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Consultant pursuant to this Agreement.

11. Covenants and Conditions.

Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

12. Termination.

At any time, with or without cause, the Agency shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant pursuant to Paragraph 18 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 18 of this Agreement.

13. Effect of Termination.

Upon termination as stated in Paragraph 12 of this Agreement, the Agency shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

14. Ownership of Consultant's Work Product.

The Agency shall be the owner of any and all computations, plans, correspondence, and/or other pertinent data and information gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by the Agency.

15. Taxpayer Identification Number.

Consultant shall provide the Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

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The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of the Agency and Consultant.

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Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

20. Waiver.

A waiver by the Agency of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

21. Governing Law.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

22. Integrated Agreement.

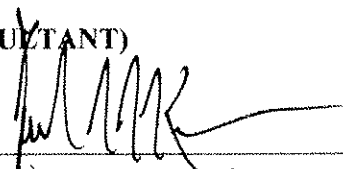
This Agreement represents the entire Agreement between the Agency and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

(CONSULTANT)

By: _____

(Name)

(Title)


JORDAN KERN
PRINCIPAL HYDROGEOLOGIST

29 JUNE 2017

Date

Upper Ventura River Groundwater Agency

By: _____

Bruce Kuebler, Chair



6-29-17

Date

APPROVED AS TO FORM:

EXHIBIT A
STANDARD FORM PROFESSIONAL SERVICE AGREEMENT
(Upper Ventura River Groundwater Agency and Walter Consulting & Grant Writing)

SCOPE OF SERVICES

Department of Water Resources (DWR) is administering the Sustainable Groundwater Planning (SGWP) Grant Program under Proposition 1 for Groundwater Sustainability Plans and Projects. The Consultant will assist in preparing a complete Grant Application for the Upper Ventura River Groundwater Agency (UVRGA). Target completion date for a final draft is August 18 to enable UVRGA Board to approve the application at its August 24th meeting. Information provided by the Consultant shall be in accordance with instructions in DWR's Proposal Solicitation Package For Groundwater Sustainability Plans and Projects.

Consultant will be working with Lorraine Walter, another Consultant under contract with UVRGA, representative Bruce Kuebler and others from UVRGA, and may receive ideas and assistance from other individuals, to develop the projects to be included in the Grant Application. Consultant Lorraine Walter will be the lead grant writer. Bruce Kuebler will be manager and will coordinate activities and review all writing. Consultant Jordan Kear will provide project details within his expertise, such as project descriptions, cost estimates, and scheduling.

The following is a tentative list of potential projects to be included in the Grant Application:

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- Data loggers for possible recharge projects in McDonald canyon and Krotone "meadow" (VRWD well 5).

Consultant will provide Bruce Kuebler with a brief email progress report of work hours every Friday beginning July 7, 2017.

EXHIBIT B
STANDARD FORM PROFESSIONAL SERVICE AGREEMENT
(Upper Ventura River Groundwater Agency and Walter Consulting & Grant Writing)
SCHEDULE OF COMPENSATION

Consultant will perform the Tasks described in Exhibit A according to the rates and budget detailed below. The entire project will be invoiced once the tasks are completed and the Board approves the Grant Package at its August 24, 2017 Board meeting.

Total Budget (not to exceed): \$3,600

Hourly Rates:

Jordan Kear - \$200/hr
Staff geologist - \$140/hr
Assistant geologist - \$100/hr
Professional assistant - \$80/hr.

Travel: 0

Other: 0

UPPER VENTURA RIVER GROUNDWATER AGENCY

Item No. 6(b)

DATE: June 8, 2017
TO: Board of Directors
FROM: Jennifer Tribo, Interim Executive Director
SUBJECT: OBGMA Office Sharing Agreement

SUMMARY

The attached sharing agreement with the Ojai Basin Groundwater Management Agency (OBGMA) is for the purpose of sharing an office and staff for the management and administration of the two agencies.

RECOMMENDED ACTION

The Board will consider authorizing the Chair to sign the attached office sharing agreement with OBGMA.

BACKGROUND

The UVRGA Board discussed the office sharing agreement at its June 8, 2017 meeting and forwarded to OBGMA for consideration. The OBGMA Board president, Dan Breen, signed the agreement following OBGMA Board approval on June 29, 2017.

FISCAL IMPACT

Sharing an office and staff is the least expensive option for management of the Upper Ventura River Groundwater Agency.

Action: _____

Motion: _____ 2nd: _____

B. Kuebler____ M. Bergen ____ J.Pratt____ M. Krumpschmidt__ L. Rose____

E. Ayala ____ J. McDermott ____

OFFICE & PERSONNEL SHARING AGREEMENT

Upper Ventura River Groundwater Agency & Ojai Basin Groundwater Management Agency

This Office & Personnel Sharing Agreement ("**Agreement**"), is made and entered into this ____ day of ____, 2017 ("**Effective Date**"), by and between the UPPER VENTURA RIVER GROUNDWATER AGENCY, a Joint Powers Authority ("**UVRGA**"), and the OJAI BASIN GROUNDWATER MANAGEMENT AGENCY ("**OBGMA**"), a Special District formed by the state legislature in the State of California (UVRGA and OBGMA are sometimes referred to herein individually as a "**Party**" and collectively as "**Parties**"), with reference to the following facts and intentions.

RECITALS

- A. The Parties are both small public agencies that need part time staff to conduct the business of the agencies.
- B. The Parties have similar groundwater management responsibilities and administrative functions.
- C. It is in the interest of both Parties to share office space and administrative staff.
- D. The parties have entered into this Agreement to specify each Party's responsibilities and the allocation of costs concerning the sharing of office space and administrative staff.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and for all the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference.
2. **Sharing of Office Space and Personnel.** The Parties agree to equally share the office space located at 428 Bryant Circle, Suite 100, Ojai CA, 93023, which OBGMA currently rents for use as its main office. Because the office is small and only accommodates two (2) people, sharing the office only works with sharing part-time personnel. Each Party shall independently contract with the individuals necessary to perform its administration. Each Party shall be responsible for providing Workman's Compensation Insurance and paying appropriate payroll taxes for the hours of employment that it contracts with these individuals.
3. **Rent and Utilities.** During this Agreement, the UVRGA will reimburse OBGMA, on a monthly basis, for fifty percent (50%) of the rent, electricity, phone, gas, water, internet and any other utilities necessary for the reasonable use and maintenance of office space. The UVRGA agrees to pay for any costs associated with the establishment of a separate phone number to serve the UVRGA.

4. **Office Supplies & Maintenance.** Each Party shall share equally in the cost of office supplies and maintenance. Shared office supplies and equipment include, but are not limited to, paper, pencils, pens, staplers, printers, copier, fax machine, fans, filing cabinets, office furniture, etc. Each Party shall have a separate computer and software.

5. **Term.** Unless terminated in accordance with Section 9, this Agreement shall continue from the Effective Date through June 30, 2022. This Agreement may be renewed in writing for consecutive five (5) year terms.

6. **Non-Assignability.** This Agreement is non-assignable by either Party without prior written consent of the other Party.

7. **Relationship of Parties.** The Parties agree that they are each independent local public agencies and that by entering into this Agreement to share office space and part-time personnel, neither Party will assume the responsibilities or liabilities of the other Party.

8. **Confidential Information.** Each Party acknowledges and accepts that, as a consequence of sharing office space and personnel pursuant to this Agreement, the personnel or other representatives of each Party may have access to proprietary data or confidential information that may be owned or controlled by the other Party, and that the disclosure of such proprietary data or information may be damaging to one or both of the Parties or to third parties. Each Party agrees that all proprietary data or confidential information maintained during the course of business shall be held in confidence. Each Party shall exercise the same standard of care to protect the proprietary data and confidential information of the other Party as a reasonably prudent party would to protect its own proprietary or confidential data. Such proprietary data or confidential information may be in hardcopy, printed, digital or electronic format.

9. **Termination.** The Parties may terminate this Agreement for any reason, or for no reason, at any time by delivering to the other Party sixty (60) days' notice of termination. If this Agreement is terminated, the Party vacating the office space shall compensate the other Party for shared office costs, as set forth in Sections 3 and 4 of this Agreement, accrued up until the time the vacating Party vacates the shared office space.

10. **Conflicts of Interest.** The Parties shall cooperate in good faith to avoid transactions, activities, or conduct that would result in a conflict of interest under this Agreement. Each Party, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in accordance with Section 9 of this Agreement.

11. **Insurance.** Each Party shall, at its sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance as described by this Agreement to protect itself from claims under the Worker's Compensation Acts. Each Party shall also, at its sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: (a) a general personal injury and property damage liability insurance policy (including coverage for products and contractual obligations) and (b) an automobile liability insurance policy for any vehicles owned by the Party. Each of the foregoing insurance policies shall provide liability limits of not less than \$1,000,000 per policy for the injury or death of a person or persons and property damage in any one accident or an annual aggregate minimum of \$1,000,000 per policy. Each Party shall notify the other Party immediately if the Party's general aggregate of

insurance is exceeded by valid litigated claims. The insurance provided by the Party shall be primary and noncontributory. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Each Party agrees to provide the other Party with copies of certificates of all policies written and each shall contain an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice, by first class mail, being given to the Party by the insurance company or companies writing such insurance, except that ten (10) days' notice may be given if cancellation is due to nonpayment of premiums. Each Party agrees to name the other Party as an additional insured as its interests may appear on that Party's general and automobile liability insurance policies.

12. Dispute Resolution. In the event a dispute arises between the Parties under or related to this Agreement, the aggrieved Party shall provide written notice to the other Party of the controversy. Within forty-five (45) days after such written notice is received by the other Party, the Parties shall attempt in good faith to resolve the controversy through informal means. If the Parties cannot resolve the controversy within forty-five (45) days from the receipt of written notice, as specified above, either Party may submit the dispute to arbitration unless each Party agrees in writing, after the dispute has arisen, to waive arbitration and to have the claim or dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable California law." The arbitration shall be decided under, and in accordance with California law, and the decision shall be: in writing; supported by substantial evidence; and contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration made in compliance with the requirements of said Subchapter 3. A Demand for Arbitration by either Party shall be made not later than one hundred and eighty (180) calendar days after the expiration of the forty-five (45) day period for informal resolution set forth in this Section. Where an election is made by either Party to use the Simplified Claims Procedure provided under Sections 375-381 of Division 2 of Title 1 of the California Code of Regulations, the Parties may mutually agree to waive representation by Counsel.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by email or facsimile, upon written confirmation of receipt by email or facsimile, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (c) on the earlier of confirmed receipt or the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

UVRGA: UVRGA
Attention: UVRGA Board Chair
428 Bryant Circle, Suite 100
Ojai, CA 93023

OBGMA: OBGMA
Attention: OBGMA Board President
428 Bryant Circle, Suite 100
Ojai, CA 93023

14. **No Waiver.** In no event shall any action by a Party constitute or be construed to be a waiver by that Party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any legal action relating to this Agreement shall lie exclusively in any State court sitting in the County of Ventura.

16. **No Discrimination in Employment.** In connection with the performance of services under this Agreement, each Party agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

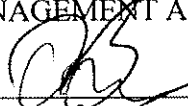
17. **Entire Agreement; Amendments.** This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

UPPER VENTURA RIVER GROUNDWATER
AGENCY

By: _____
Bruce Kuebler, Board Chair

OJAI BASIN GROUNDWATER
MANAGEMENT AGENCY

By:  _____
Dan Green, Board President

Approved as to form:

Approved as to form:

By: _____
Russell McGlothlin, Legal Counsel

By: _____
_____, Legal Counsel