

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(c)

**DATE:** August 24, 2017  
**TO:** Board of Directors  
**FROM:** Bruce Kuebler, Chair  
**SUBJECT:** Consultant to Advise Executive Committee and Board

#### **SUMMARY**

On June 8, 2017, the Board established the Executive Committee as a standing committee in order to allow Directors and members of the public the opportunity to engage in more technical conversations regarding development of the GSP prior to regular Board meetings. The Committee will report regularly to the Board and select a groundwater management consultant to provide technical guidance to the Committee and the Board.

The attached Request for Proposals was mailed to the attached list of consultants in June and five proposals were received. Three finalists were chose to interview with Chair Kuebler and Director Rose on July 28, 2017. Mr. Bondy is recommended to advise Board and Executive Committee on GSP preparation.

The attached contract has been prepared in order to retain Mr. Bondy's services for review of the Agency's application to DWR's Sustainable Groundwater Planning Grant Program. Mr. Bondy's fee for Professional Hydrogeological Services is \$180 per hour.

#### **RECOMMENDED ACTION**

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 the attached contract with Mr. Bondy.

#### **BACKGROUND**

On June 8, 2017, the Board established the Executive Committee as a standing committee in order to allow Directors and members of the public the opportunity to engage in more technical conversations regarding development of the GSP prior to regular Board meetings. The Committee will report regularly to the Board and select a groundwater management consultant to provide technical guidance to the Committee and the Board.

The Request for Proposals was mailed to the list of consultants on June 19, 2017. It was also emailed to John Mundy on June 28, 2017. Proposals were received from Bryan Bondy, John Mundy, Matt Naftaly (Dudek), Matt Zidar, and Jim McCord (AMEC). Bryan Bondy, John Mundy, and Matt Naftaly were selected to interview with Chair Kuebler and Director Rose on July 28, 2017. Each candidate was asked to answer the attached questions.

Bryan Bondy is recommended to advise Board and Executive Committee on GSP preparation. Two of the main issues for the Upper Ventura River Groundwater Agency are stakeholder engagement and in-stream flow for ecosystem benefit, and Mr. Bondy is the strongest of the three candidates on both issues. Stakeholder outreach was a success in his work with another basin and he would use this experience in helping our basin to provide guidance and as a leader of an advisory committee. His energy and personality will likely lead to good rapport and trust with stakeholders.

Mr. Bondy's knowledge of groundwater modeling will enable him to help develop a conceptual model for our basin and evaluate the model being developed by the State Water Resources Control Board. A partner in his proposal, Curtis Hopkins, has done studies of surface water groundwater interactions on the ecologically important reach of the Ventura River between the San Antonio Creek confluence and Foster Park. Mr. Bondy is part of a subcommittee working with the Nature Conservancy and DWR on a study that may become a BMP for evaluating groundwater dependent ecosystems.

John Mundy has been working with OBGMA on a variety of issues. He has strong general background on a wide range of subjects, but he has less technical knowledge of topics likely to be critical in the basin. Matt Naftaly, with Dudek, is involved in preparing GSP for Fox Canyon GMA. His knowledge is a balance of technical and general and his firm would bring capability of competent technical analyses on a variety of topics and could provide support services without separate contracts.

#### **FISCAL SUMMARY**

The 2017/2018 Agency budget allocates \$20,000 for hydrogeologist services.

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ J. Pratt\_\_\_\_ M. Krumpschmidt\_\_\_\_ J. McDermott\_\_\_\_

L. Rose\_\_\_\_ E. Ayala\_\_\_\_



REQUEST FOR PROPOSAL

GUIDANCE FOR  
UPPER VENTURA RIVER GROUNDWATER AGENCY (UVRGA)

BACKGROUND

The Agency was formed in December 2016 and will become a GSA on 7-20-17. Its seven-member Board consists of one Director from each founding member (Ventura County, City of San Buenaventura, and Casitas Municipal, Meiners Oaks, and Ventura River Water Districts), and two stakeholder Directors representing agricultural and environmental interests. An Executive Director performs administrative functions. Overall direction to the Agency for the Groundwater Sustainability Plan (GSP) development and implementation will be through a standing Executive Committee composed of three Directors. Legal counsel is Brownstein, Hyatt, Farber, Schrek.

The Agency is moving from the formation phase, during which guidance was primarily legal, to the implementation phase, where guidance will be primarily technical and managerial.

REQUEST FOR PROPOSAL

The Agency desires to retain a consultant to work with the Executive Committee on guiding preparation and implementation of a GSP. Expertise is being sought in groundwater management in general and to comply with SGMA and the Department of Water Resources' SGMA regulations, specifically. The consultant would meet regularly with the Executive Committee, such as monthly, and would be expected to assist in developing a work plan for GSP preparation and inform the Committee of emerging issues with the GSP process.

This request for proposal does not pertain to the specific preparation of the GSP. Rather, this request concerns consultation and assistance with management of the GSP development process, including developing a work plan for the GSP development, recommendations for specialists on technical issues, and assistance with managing stakeholder engagement and outreach. A writer has been identified for the GSP and the consultant might work with that person on various aspects of development. The consultant might also be expected to interact with DWR personnel and other State agencies conducting studies which will be considered in the GSP preparation. Experts needed to prepare the GSP will likely be selected by and under contract to the Agency.

The contract may be renewed annually while GSP work is underway. The GSP could be completed before the January 2022 deadline.

The consultant would be expected to begin work in August 2017.

RFP SUBMITTALS

Evaluations will be based on technical and managerial background, experience with groundwater management plans, knowledge of SGMA and DWR's SGMA regulations and BMPs, experience in working with the public and diverse groups, ability to communicate clearly and effectively, and costs. Please include hourly rate(s).



If the Proposal is from a multi-person firm, it should identify the person who would be working with the Executive Committee. The evaluation criteria will be applied primarily to that person.

Interviews may be held from among the submitters and those would be held between July 15 and July 31.

Proposals shall be submitted by July 5 to Bruce Kuebler, Chair, UVRGA, c/o VRWD, 409 Old Baldwin Rd., Ojai, 93023.

Pueblo Water Resources, Inc  
Attention: Steve Tanner  
378 N Kellogg Ave  
Santa Barbara, California 93111

GSI Santa Barbara  
Attention: Jeff Barry  
418 Chapala Street, Suite E  
Santa Barbara, CA 93101

Dudek  
Attention: Jane Gray  
621 Chapala Street  
Santa Barbara, CA 93101

Amec Foster Wheeler  
Attention: Jim McCord  
104 West Anapamu Street, Suite 204A  
Santa Barbara, CA 93101

Daniel B. Stephens & Associates, Inc.  
Attention: Nicole Sweetland  
3916 State Street, Suite 1A  
Santa Barbara, CA 93105

Curtis Hopkins  
PO Box 3596  
Ventura, CA 93006

Rincon Consultants  
Attention: Michael Gialketsis  
180 North Ashwood Ave  
Ventura, CA 93003

Bryan Bondy  
9452 Telephone Rd. #112  
Ventura, CA 93004

Jordan Kear  
928 Carpinteria St #5  
Santa Barbara, CA 93103

Martin Feeney  
67 Live Oak Dr.  
Ventura, CA 93001

UVRGA EXECUTIVE COMMITTEE CONSULTANT  
INTERVIEW QUESTIONS  
JULY 28, 2017

SWRCB is developing an instream flow requirement for Ventura River. What are your thoughts about how our Agency should approach this problem?

What do you think are the three biggest challenges in developing the GSP for our basin?

What has been the most difficult situation you have had to deal with in making a groundwater or other water management plan? How was it resolved?

What environmental organization have you worked most closely with and how would you characterize your relationship?

Besides groundwater elevations what factors can be used for representative monitoring?

What model software is most appropriate and why?

What are your thoughts about use of DWR's BMPs in development of our GSP?

Would you have any conflict with regularly attending our Agency's Board meetings which occur on the second Thursday each month from 1 – 4 pm?

**Bondy Groundwater Consulting, Inc.**  
**10488 Graham Ct. Ventura, CA 93004**

**BRYAN BONDY**  
**California Professional Geologist License No. 7676**  
**California Certified Hydrogeologist No. 821**

**CLIENT INFORMATION:**

Client Name: Upper Ventura River Groundwater Agency

Client Contact: Bruce Kuebler, Chairman, Board of Directors

Phone: (805) 798-3695

Email: PBKuebler@sbcglobal.net

Physical Address: N/A

Mailing Address: c/o Ventura River Water District, 409 Old Baldwin Rd., Ojai, CA 93023

**PROJECT INFORMATION:**

Project Name: Groundwater Sustainability Plan Support Services

Project Number: 028

Project Location: Ojai, CA

Project Description: Advise Client's Board and Executive Committee on preparation of a groundwater sustainability plan (provide guidance on technical approaches, use of DWR's BMPs, necessary studies, level of analytical detail, appropriate use of conceptual and numerical groundwater models, advisory committees, structuring stakeholder participation, and other activities/tasks as requested. Consultant may also be asked to perform specific technical and managerial tasks.

## AGREEMENT TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES

**THIS AGREEMENT** (the "Agreement"), effective as of the date of the last Party to sign this Agreement, is entered into between BONDY GROUNDWATER CONSULTING, INC., a California corporation ("Consultant") and UPPER VENTURA RIVER GROUNDWATER AGENCY, created by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District, pursuant to the Joint Exercise of Powers Act of 2000 (Client) with reference to the following facts:

Client desires to retain Consultant to provide certain hydrogeologic consulting services as described in this Agreement and Consultant desires to provide such services, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth in this Agreement, Client and Consultant (together referred to as the "Parties") agree as follows:

1. Scope of Services. Subject to the terms of this Agreement, Consultant agrees to perform the hydrogeologic consulting services described on Exhibit A attached hereto and incorporated herein by this reference (the "Services") for the benefit of Client.

2. Consulting Fees. In consideration for the Services, Client shall pay to Consultant the amounts described on Exhibit B attached hereto and incorporated herein by this reference. Rates will be reviewed annually for reasonable increases reflecting market trends.

If Client requests (and Consultant agrees to provide) any services in addition to the Services specified on Exhibit A, Client shall pay for such extra services at Consultant's then applicable hourly rate.

All services will be billed on a time and materials basis. If Consultant is asked to perform a technical study, Consultant will provide a cost estimate to Client's Board Chair, who may authorize work if cost is less than \$15,000. Work exceeding the cost must be approved in advance by Client's Board. The cost estimate will be considered a firm price, with Consultant having to request change orders to exceed the original amount.

3. Costs and Expenses. Except as specifically provided in this Agreement, Client shall pay in a timely manner all fees and costs associated with the Services, including without limitation all checking and inspection fees; zoning and annexation application fees; assessments; soils consulting; testing or laboratory fees; aerial topography fees; permits; bond premiums; title company charges; blueprints and reproduction costs; copying; and all other costs, fees and charges relating to the Services.

4. Billing and Payment. Except for those costs and expenses requiring prompt payment as reasonably determined by Consultant (which costs and expenses shall be paid by Client upon request by Consultant), all Consulting Fees and all costs, expenses and other charges due Consultant will be billed monthly and shall be due at the time of billing. Client shall remit



payment for all amounts due to Consultant within thirty (30) days after receipt of invoices. In the event Client disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant in writing of the specifics of any disputed amounts within fourteen (14) days of receipt. The parties shall resolve the subject of any disputed amounts in accordance with Section 12 – Dispute Resolution. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services or any authorized Additional Services.

5. Force Majeure. Consultant shall not be responsible for damages, or be in default or be deemed to be in default of any of its obligations under this Agreement, by reason of delays or inability of Consultant to perform resulting from circumstances beyond Consultant's reasonable control, including without limitation, (a) shortages or unavailability of labor at established area wage rate, (b) failure of Client or Client's agents or affiliates to furnish information, or to approve or disapprove Consultant's work promptly, (c) late or slow or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work, or (d) fire, flood, hurricane, or unusually severe weather conditions. In the case of happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Term and Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall continue until approval of Client's Groundwater Sustainability Plan by the California Department of Water Resources.

6.2 Termination for Cause. Either Party may terminate this Agreement for cause ("Cause") in the event of the other Party's fraud or intentional misconduct, or in the event that the other Party breaches a material obligation under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Client.

6.3 Termination for Convenience. Client reserves the right, at any time in the exercise of its sole discretion, to terminate this Agreement for convenience in whole or in part, with or without cause, upon ten (10) days prior notice in writing to Consultant.

6.4 Effect of Termination. Upon termination of this Agreement for any reason, neither Party shall have any further rights or obligations under this Agreement except as follows:

(a) Each Party's rights and obligations under Paragraphs 8 (Ownership of Work), 9 (Limitation of Liability), 10(g) (Additional Covenants), 12 (Dispute Resolution), 14(h) (Applicable Law) and 14(m) (Attorney's Fees) shall survive any termination of this Agreement;

(b) Consultant shall be entitled to the Consulting Fees for all Services provided as of the termination date, plus full reimbursement for all fees, costs and expenses incurred in connection with all such Services

7. Consultant Warranties. Consultant warrants that it will perform the Services in accordance with the standards of Consultant's profession, generally described as that degree of skill and care and diligence ordinarily exercised by practicing and licensed professionals

performing services of a scope, purpose, magnitude, and location comparable with the Services to be provided under this Agreement. The representations and warranties contained in this Section 7 are Consultant's sole warranty and guarantee in respect of quality of the Services.

***EXCEPT AS PROVIDED IN THIS SECTION, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.***

8. Limitation of Liability.

(a) To the fullest extent permitted by law, neither Client nor Consultant, their respective members, managers, officers, directors, shareholders, partners, employees, contractors or agents, shall be liable to the other or shall make any claim against the other for any indirect or consequential damages arising out of or connected in any way to the Services provided pursuant to this Agreement. This mutual waiver of indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, or any other incidental, indirect or consequential damage that either Party may have incurred from any cause or action.

(b) Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall not be responsible or liable for the acts or omissions of the Client, the Client's other consultants, contractors, any subcontractors, any of their agents or employees, or any other persons whether or not related to the Services provided by Consultant pursuant to this Agreement.

(c) If any changes are made in the scope, plans or specifications of the Services by the Client or persons other than the Consultant which affects the Consultant's work, any and all liability arising out of such change(s) is waived by Client against the Consultant, and the Client assumes full responsibility for such change(s), unless Client has given Consultant prior notice and has received, from Consultant, written acknowledgment for such changes.

9. Insurance

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and effect all of the insurance required by Exhibit C attached hereto and by this reference incorporated herein.

10. Indemnification

Client shall indemnify and hold Consultant, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Client. Client shall have no duty to provide or to pay for an up-front defense against unproven claims or

allegations, but shall promptly reimburse Consultant for reasonable attorney's fees and costs of suit actually incurred by Consultant in defense of those claims which are determined in the final judgment to have been caused by Client's negligent act, negligent omission, or willful misconduct. Consultant shall indemnify and hold Client, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Consultant in the performance of its services pursuant to this Agreement. Consultant shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall promptly reimburse Client for reasonable attorney's fees and costs of suit actually incurred by Client in defense of those claims which are determined in the final judgment to have been caused by Consultant's negligent act, negligent omission, or willful misconduct.

11. Additional Covenants.

(a) Consultant shall perform the Services consistent with that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and locality as the Services were performed.

(b). Client shall, with reasonable promptness, provide all available information regarding the requirements for the Services to be provided by Consultant and the project to which such Services relate.

(c) Client shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the Project. The client, or such authorized representative, shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's Services.

(d) If Consultant deems it necessary in connection with the Services, Client shall furnish, with reasonable promptness and at Client's sole cost and expense, the services of any licensed and registered professional reasonably requested by Consultant.

(e) Client agrees that all reports, plans, specifications, field data, memoranda, notes and other documents, in whatever form, that have been prepared by Consultant in connection with this Agreement, are for the exclusive use of Client with respect to the project to which the Services relate. Client waives all claims against Consultant resulting in any way from any changes or reuse of such materials. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its managers, members, employees, and agents, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any such changes, improper use or reuse of such materials.

(f) Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of any insurance maintained by Consultant. Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence Consultant cannot ascertain. Client also agrees not to condition the

resolution of any dispute with Consultant, or payment of any money due to Consultant, upon Consultant's signing any such certification, guarantee, warranty or statement.

12. Relationship of Parties. Consultant shall at all times be an independent contractor and not an employee of Client. Nothing in this Agreement is intended to create any other relationship between the Parties. Consultant shall be wholly responsible for the payment of Consultant's own federal, state and local income, and withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against Client for vacation pay, sick leave, retirement, health, or any other employee benefits of any kind. Consultant may represent, perform services for, or be employed by such additional clients, persons, or companies as Consultant sees fit.

13. Dispute Resolution.

13.1 Mediation. If a dispute arising out of this Agreement cannot be settled through negotiation, the parties agree to submit the dispute to mediation prior to commencing any litigation, arbitration, or any other legal action. The parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. The mediation will follow the procedures set forth in the American Arbitration Association Commercial Mediation Rules. If the parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, they will submit the dispute for mediation to be administered by the American Arbitration Association under the Commercial Mediation Rules before resorting to litigation. Upon initiating mediation, the Parties will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. Any Party who refuses to participate or otherwise fails to participate in mediation shall not be entitled to the recovery of attorney's fees and costs as otherwise allowed under this Agreement.

13.2 Unsuccessful Mediation. If the parties are unable to resolve their dispute by mediation as provided in Paragraph 12.1, above, after the unsuccessful conclusion of any such mediation, either Party may pursue the remedies available to it at law or equity.

14. Miscellaneous.

(a) Time of the Essence. Time is and shall be of the essence of this Agreement and each provision thereof.

(b) Further Actions. The Parties agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate this transaction in accordance with this Agreement.

(c) Computation of Time Period. If the Closing Date, or any other date or time period provided for in this Agreement, is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

(d) Counterparts and Signatures. This Agreement may be executed in counterparts, which when taken together shall constitute a single instrument. Signatures to this Agreement transmitted by electronic mail or via facsimile shall be deemed to be original signatures for all purposes.

(e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

(f) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

(g) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the fullest extent permitted by law, any legal action arising from this Agreement shall be brought in the appropriate forum in Ventura County, California which the Parties agree will be the sole venue for all such actions.

(i) Fees and Other Expenses. Each Party shall pay its own fees and expenses in connection with this Agreement, except as otherwise provided in this Agreement.

(j) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party, or by or to an employee, officer, agent or representative of either Party will be of any effect unless it is in writing and executed by the Party to be bound thereby.

(k) Construction. The Parties acknowledge and agree that (i) they are of equal bargaining strength, (ii) each has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each has consulted with its own independent counsel, and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement.

(l) Binding Effect. Subject to the restrictions set forth in subparagraph (o), below, this Agreement is binding upon and will inure to the benefit of each Party's respective successors and assigns.

(m) Attorneys' Fees. In the event that any dispute arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses (including attorney's fees and court costs) incurred in such action.

(n) Warranty of Authority. Each Party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and

that the person or persons executing this Agreement on its behalf are authorized to do so, and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with such Party's obligations hereunder.

(o) Assignment. Neither Party shall assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of the non-assigning Party.

[Signature Page Follows]

**IN WITNESS WHEREOF**, this Agreement to Provide Hydrogeologic Consulting Services is executed in Ventura County, California as of the Effective Date provided in the first paragraph of this Agreement.

**CLIENT:**

**Upper Ventura River Groundwater Agency**

**AUTHORIZED AGENCY REPRESENTATIVE**

Name and Title (printed): \_\_\_\_\_

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

**CONSULTANT**

**Bondy Groundwater Consulting, Inc.:**

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

Bryan Bondy, President

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

Lisa Bondy, Secretary

## EXHIBIT A

### SCOPE OF SERVICES

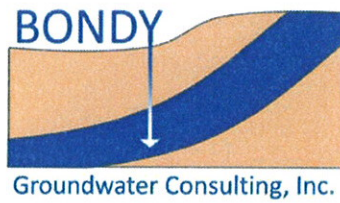
Consultant's primarily responsibility is advising Client's Board and Executive Committee on preparation of a groundwater sustainability plan. This includes providing guidance on technical approaches, use of DWR's Best Management Practices, necessary studies, level of analytical detail, appropriate use of conceptual and numerical groundwater models, advisory committees, structuring stakeholder participation, and other activities/tasks as requested.

Consultant may also be asked to perform specific technical and managerial tasks. Examples are interaction analysis of surface and groundwater, review of surface groundwater model being prepared by SWRCB, technical review of GSP sections, serving as project manager for Prop. 1 grant with administrative/record keeping assistance, and leading or otherwise participating in stakeholder involvement.

Consultant is expected to make a good faith effort to attend all meetings of the Client's Board and its Executive Committee.



EXHIBIT B  
CONSULTING FEES



## 2017 SCHEDULE OF FEES

Professional Hydrogeologic Services:	\$185/hour
GIS or Modeling Software Charge:	\$20/hour
Vehicle Mileage:	IRS Rate
Expenses:	Cost Plus 5%

## Project Fee Schedule

### Labor Category

Expert Witness	\$ 480
Principal Professional	\$ 240
Associate Professional	\$ 205
Senior Professional	\$ 185
Project Professional	\$ 165
Staff Professional	\$ 135
Technician	\$ 115
(Prevailing Wage Projects Requiring Technician Labor 1.5 times normal rate)	
 Draftsman/Illustrator	 \$ 100
Word Processor	\$ 85

### Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

### Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
MiniTROLL (data logger < 100 FT)	\$100	\$310	\$ 925
HERMIT 3000 (data logger)	\$125	\$400	\$1,200
Pressure Transducer (< 400 FT)	\$ 65	\$190	\$ 575
Pressure Transducer (< 1,000 FT)	\$ 95	\$300	\$ 900
Water Level Sounder	\$ 40	\$140	\$ 420
Stream Flow Meter	\$ 40	\$140	\$ 420
Grundfos RediFlo 2 Sample Pump	\$150	\$450	\$1,350
Trash Pump (3-inch dia. discharge)	\$ 65	\$260	\$ 780
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 45	\$140	\$ 420
Horiba U-10 Water Quality Probe	\$ 75	\$260	\$ 780
YSI 556MPS Water Quality Probe	\$ 65	\$220	\$ 660
Rossum Sand Tester	\$ 30	\$ 75	\$ 225
Mud Parameter Test Kit	\$ 35	\$140	\$ 420
Drilling Fluid/Mud Press	\$ 45	\$180	\$ 540
MFI/SDI Test Kit	\$ 25	\$ 75	\$ 225
Truck Rental (3/4 ton)	\$100	\$600	\$2,400
Field Computer	\$ 50	-----	-----
Digital Camera	\$ 15	-----	-----
GA-52Cx Magnetometer	\$ 50	\$140	-----
Field Handheld GPS Unit	\$ 25	-----	-----
Water Quality Bailer (2")	\$ 45	-----	-----
Tedlar Gas Sample Bags	\$ 40	-----	-----
Nitrate or Chloride Field Test Kits	\$ 40	-----	-----
Electric Generator (220/110 W) (8 hr/day)	\$ 85	\$200	\$ 600
Electric Power Inverter (8 hr/day)	\$ 25	\$ 75	\$ 180
Downhole Video Camera (hand operated)	\$400	-----	-----

EXHIBIT C  
INSURANCE

Consultant shall provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein:

Type of Insurance	Limits (comb. Single)
Errors and omissions	\$1,000,000
Commercial gen. Liability	\$1,000,000 (per occurrence)
Business auto liability	\$1,000,000
Workers comp.	Statutory Limit

Upper Ventura River Groundwater Agency and all of its officers, employees, and volunteers shall be named as additional insureds on the commercial general liability policy.

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(d)

**DATE:** August 24, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Review of Draft Grant Proposal for Upper Ventura River Basin  
Groundwater Sustainability Agency

#### **SUMMARY**

The California Department of Water Resources (DWR) has released the Draft Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects. DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support Sustainable Groundwater Management Act (SGMA). The Draft PSP indicates that funding applications for the first round of funding must be submitted during the first open filing phase between August and October 2017. The final PSP is scheduled to be issued in August, with state staff indicating that this will likely be at the very end of August.

In anticipation of DWR's release of the final PSP in late August, the Board authorized the chair at the June 8, 2017 meeting to enter into contracts with Walter Consulting & Grant Writing and Kear Groundwater 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. Because of the nexus between stakeholder engagement and GSP development, the Board directed the ad hoc stakeholder engagement committee to work with the consultants to develop a draft grant application.

Ms. Walter has worked with Jordan Kear and the ad hoc stakeholder engagement committee to develop the attached draft grant application package. Board feedback and direction is sought before the grant application can be approved at a later meeting. The hydrogeologist contracted to advise the Executive Committee and the Board (item 6c) will finalize the grant package following Board discussion.

#### **RECOMMENDED ACTION**

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

#### **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 draft Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects was recently released in May and comments are due to DWR by June 19, 2017.

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.

This grant program requires that applicants provide 50% cost share. The program allows for long-term projects, as completion of Groundwater Sustainability Plans is a mandatory deliverable.

The draft grant proposal from the UVRGA requests \$500,000 in funding, matched by \$500,000 in cost share, to accomplish the following:

**1. Create the Groundwater Sustainability Agency.** This work is largely already complete. The costs to create the UVRGA going back to January 2016 can be used as cost share, and will account for over half of the required 50% cost share. This task accounts of 28% of overall project funding.

**2. Fill key data gaps.** Funding for nine different data collection and technical analyses tasks is requested. These data and analyses are needed to adequately characterize and assess the groundwater basin's hydrology in order to develop sustainable groundwater management. This expanded monitoring and characterization will address deficiencies, especially in the understanding of the basin's dynamic surface water-groundwater interactions, which are now obstacles in determining an accurate water budget for the basin as well as a refined conceptual groundwater model. This task accounts of 22% of overall project funding.

**3. Prepare a Groundwater Sustainability Plan (GSP).** Developing the GSP will comprise the bulk of the effort and is expected to be completed by the end of 2021. This task accounts of 41% of overall project funding.

Project management accounts for the remaining 9% of overall project funding.

### **FISCAL SUMMARY**

There is no fiscal impact associated with this agenda item.

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ J. Pratt\_\_\_\_ M. Krumpschmidt\_\_\_\_ J. McDermott\_\_\_\_

L. Rose\_\_\_\_ E. Ayala\_\_\_\_

[illegible]

Schedule Upper Ventura River Groundwater Sustainability Agency and Plan		2016				2017				2018				2019				2020				2021				2022
		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar
	5.6 GSA & Stakeholder Review of Draft & Comments Integrated																									
6	GSP Chapter 4: Projects and Management Actions																									
	6.1 Projects and Management Actions																									
	6.2 GSA & Stakeholder Review																									
7	GSP Chapter 5: Plan Implementation																									
	7.1 Implementation Schedule, Costs, Reporting & Evaluations																									
	7.2 GSA & Stakeholder Review																									
8	GSP Intro., Exec. Summ., References, Appendices																									
9	GSP Reviews and Approvals																									
10	Project Management & Reporting																									

♦ = Milestones (task deliverables complete).



♦ Milestone Deliverables
JPA agreement.
New data logger quarterly report.
Surface Water-Groundwater Interface Report and associated map.
Irrigated Landscape Analysis Summary Report.
Comparison Analysis of Water Years 2011 and 2017.
San Antonio Creek 1) Inflow Geologic Cross Section Map, 2) Inflow Estimate Report, and 3) Confluence Geotechnical Report.
Ventura River: 1) Inflow Geologic Cross Section Map, 2) Ventura River Inflow Estimate Report.
Casitas Springs Surface Flow quarterly report.
A well inventory database.
Natural Habitat Evapotranspiration Report.
GSP Advisory Committee roster, and Stakeholder
Draft of "Description of Plan Area" plan section.
Draft of "Basin Setting" section.
Draft of "Chapter 2: Plan Area and Basin Setting."
Draft of "Sustainability Goal" section.
Draft of "Undesirable Results" section.
Draft of "Minimum Thresholds" section.
Draft of "Measurable Objectives" section.
Draft of "Monitoring Network" section.

♦ Milestone Deliverables

Draft of "Chapter 3: Sustainable Management Criteria."

Draft of "Chapter 4: Projects and Management

Draft of "Chapter 5: Plan Implementation."

Drafts of "Chapter 1: Introduction," "Executive Summary," "References," and "Appendices."

Final GSP

Quarterly and Final reports.

Task and Subtask	Labor: Consultant/Staff										Direct Costs		Future Cost Share					
	Project Manager*	Hydrologist*	Hydrogeologist*	Writing/Editing	Graphics/Layout	Outreach Coord.	Web Master	Total Hours	Total Labor Costs	Other Direct Costs	Direct Cost Description	Total Requested Grant Amount	Board/Member Agencies**	GIS	Legal	Admin	Total Hours	Total Future Cos Share
	\$185	\$240	\$200	\$80	\$80	\$80	\$60		\$1,080	\$0		\$1,080	\$100	\$96	\$380	\$36	576	\$54,480
<b>1 GSA Development &amp; Support</b>																		
1.1 Stakeholder Engagement								0	\$0			\$0	25			40	65	\$3,940
1.2 Basin Boundary Modification								0	\$0			\$0					0	\$0
1.3 Form Joint Powers Authority and Groundwater Sustainability Agency						6	10	16	\$1,080			\$1,080	255		46	210	511	\$50,540
<b>2 New Data Collection &amp; Technical Analyses</b>									\$145,080	\$12,000		\$157,080						\$36,580
2.1 Establish/Analyze Data From Well Monitoring Network	10		125					135	\$26,850			\$26,850	28				28	\$2,800
2.2 Historic Wet/Dry Stream Reach Data	8		71					79	\$15,680			\$15,680	43				43	\$4,300
2.3 Estimate Irrigation via Infrared Aerial Imagery	2							2	\$370			\$370	68				68	\$6,800
2.4 Comparison Analysis of Water Years 2011 and 2017	9		91					100	\$19,865			\$19,865	40				40	\$4,000
2.5 San Antonio Creek Inflow Monitoring	4		154					158	\$31,540	\$10,000	Well	\$41,540	28				28	\$2,800
2.6 Ventura River Inflow Monitoring	4		36					40	\$7,940			\$7,940	28				28	\$2,800
2.7 Casitas Springs Surface Flow Monitoring	5	40						45	\$10,525	\$2,000	Equipment	\$12,525	28				28	\$2,800
2.8 Well Inventory Database	2		120					122	\$24,370			\$24,370	28			130	158	\$7,480
2.9 Natural Habitat Evapotranspiration Analysis	4		36					40	\$7,940			\$7,940	28				28	\$2,800
<b>3 GSP Planning</b>	40			10	2	50	8	110	\$12,840	\$0		\$12,840	25		17	40	82	\$10,400
<b>4 GSP Chapter 2: Plan Area and Basin Setting</b>									\$45,820	\$0		\$45,820						\$25,196
4.1 Description of Plan Areas																		
4.1.1 Regional Context	2			10	2			14	\$1,330			\$1,330	10	20			30	\$2,920
4.1.2 Water Resources Monitoring and Management Programs	2		3	12	2			19	\$2,090			\$2,090	10	12			22	\$2,152
4.1.3 Land Use and Water Resources Plans and Policies	2			12	2			16	\$1,490			\$1,490	10	8			18	\$1,768
4.2 Basin Setting																		
4.2.1 Current and Historical Groundwater Conditions	3		4	30	4			41	\$4,075			\$4,075	10	24			34	\$3,304
4.2.2 Water Budget	20		30	8	2			60	\$10,500			\$10,500	40				40	\$4,000
4.2.3 Conceptual Groundwater Model	25		60	8	2			95	\$17,425			\$17,425	40	12			52	\$5,152
4.3 Stakeholder Involvement, Coordination with SWRCB & Draft Reviews	10		6	8	4	50	15	93	\$8,910			\$8,910	37		2	40	79	\$5,900
<b>5 GSP Chapter 3: Sustainable Management Criteria</b>									\$145,710	\$0		\$145,710						\$28,736
5.1 Sustainability Goal	20		10	16				46	\$6,980			\$6,980	30				30	\$3,000
5.2 Undesirable Results	40		250	22				312	\$59,160			\$59,160	28				28	\$2,800
5.3 Minimum Thresholds	30		150	24				204	\$37,470			\$37,470	28				28	\$2,800
5.4 Measurable Objectives	40		16	20				76	\$12,200			\$12,200	38				38	\$3,800
5.5 Monitoring Network	20		24	20				64	\$10,100			\$10,100	28	16			44	\$4,336
5.6 Stakeholder Involvement, Coordination with SWRCB & Draft Reviews	20		40	20		70	15	165	\$19,800			\$19,800	60		12	40	112	\$12,000

\*\*DRAFT\*\* UVRGA Prop 1 Groundwater Sustainability Plan Grant: Budget Detail

Task and Subtask	Labor: Consultant/Staff										Direct Costs		Total Requested Grant Amount	Future Cost Share					Total Future Cos Share
	Project Manager*	Hydrologist*	Hydrogeologist*	Writing/Editing	Graphics/Layout	Outreach Coord.	Web Master	Total Hours	Total Labor Costs	Other Direct Costs	Direct Cost Description	Board/Member Agencies**		GIS	Legal	Admin	Total Hours		
6	GSP Chapter 4: Projects and Management Actions																		
													\$42,500		\$96	\$380	\$36		\$8,920
													\$26,320	21		1		22	\$2,480
	6.2 Stakeholder Involvement, Coordination with SWRCB & Draft Reviews																		
													\$16,180	50			40	90	\$6,440
7	GSP Chapter 5: Plan Implementation																		
													\$17,565						\$6,940
	7.1 Implementation Schedule, Costs, Reporting & Evaluations																		
													\$8,680	10				10	\$1,000
	7.2 Adaptive Management																		
													\$1,330	10				10	\$1,000
	7.3 Stakeholder Involvement																		
													\$825	10				10	\$1,000
	7.4 Stakeholder Involvement & Draft Reviews																		
													\$6,730	25			40	65	\$3,940
8	GSP Introduction, Executive Summary, References, &																		
													\$8,665	3			8	11	\$588
9	GSP Reviews and Approvals and Final Doc Preparation																		
													\$21,640	40		6	60	106	\$8,440
10	Project Management & Reporting																		
													\$40,180				1520	1520	\$54,720
													\$493,080	1162	92	84	2168	4082	
													\$116,200	\$8,832	\$31,920	\$78,048			\$395,852



\*\*DRAFT\*\* UVRGA Prop 1 Groundwater Sustainability Plan Grant: Budget Detail

Past Cost-Share					Total Cost Share Amount	Total Project Cost	% of Total Cost	% Completion by Task	Notes
Volunteer Labor	Labor Description	Expenses	Expense Description	Total Past Cost Share					
				\$227,518	\$281,998	\$283,078	27.8%	80.4%	* It is unclear at this time how the hydrogeological consulting services will be divided among these three consultants. These hydrologists have lower paid staff that will assist them, so not all hours will be billed at highest rate. **Board rate reflects median rate adjust for level of contribution.
\$14,912	Brd members + website updates	\$7,406	Website creation	\$22,318	\$26,258	\$26,258		85.0%	
\$4,640	Brd members	\$19,770	Hydrogeologist	\$24,410	\$24,410	\$24,410		100.0%	
\$70,469	Brd members/ agency support	\$110,321	Legal, Ins., DWR filing fees	\$180,790	\$231,330	\$232,410		77.8%	
				\$27,047	\$63,627	\$220,707	21.7%	12.3%	
		\$4,197	Data loggers installed	\$4,197	\$6,997	\$33,847		12.4%	
				\$0	\$4,300	\$19,980		0.0%	
		\$13,750		\$13,750	\$20,550	\$20,920		65.7%	
\$9,100				\$9,100	\$13,100	\$32,965		27.6%	
				\$0	\$2,800	\$34,340		0.0%	
				\$0	\$2,800	\$10,740		0.0%	Scott L. time captured under Board members. \$9100 of Bruce past labor.
				\$0	\$2,800	\$13,325		0.0%	
				\$0	\$7,480	\$31,850		0.0%	
				\$0	\$2,800	\$10,740		0.0%	
\$8,300	Brd members	\$27,846	Legal, grant proposal,	\$36,146	\$46,546	\$59,386	5.8%	60.9%	
				\$0	\$25,196	\$71,016	7.0%	0.0%	
				\$0	\$2,920	\$4,250		0.0%	
				\$0	\$2,152	\$4,242		0.0%	
				\$0	\$1,768	\$3,258		0.0%	
				\$0	\$3,304	\$7,379		0.0%	
				\$0	\$4,000	\$14,500		0.0%	
				\$0	\$5,152	\$22,577		0.0%	
				\$0	\$5,900	\$14,810		0.0%	
				\$0	\$28,736	\$174,446	17.1%	0.0%	
				\$0	\$3,000	\$9,980		0.0%	
				\$0	\$2,800	\$61,960		0.0%	
				\$0	\$2,800	\$40,270		0.0%	
				\$0	\$3,800	\$16,000		0.0%	
				\$0	\$4,336	\$14,436		0.0%	
				\$0	\$12,000	\$31,800		0.0%	

\*\*DRAFT\*\* UVRGA Prop 1 Groundwater Sustainability Plan Grant: Budget Detail

Past Cost-Share				Total Cost Share Amount	Total Project Cost	% of Total Cost	% Completion by Task
Volunteer Labor	Labor Description	Expenses	Expense Description	Total Past Cost Share			
				\$0	\$8,920	5.0%	0.0%
				\$0	\$2,480		0.0%
				\$0	\$6,440		0.0%
				\$0	\$6,940	2.4%	0.0%
				\$0	\$1,000		0.0%
				\$0	\$1,000		0.0%
				\$0	\$1,000		0.0%
				\$0	\$3,940		0.0%
				\$0	\$588	0.9%	0.0%
				\$0	\$8,440	3.0%	0.0%
				\$0	\$54,720	9.3%	0.0%
\$107,421		\$183,290		\$317,758	\$525,711	100.0%	
					\$1,018,791		

Notes

\* It is unclear at this time how the hydrogeological consulting services will be divided among these three consultants. These hydrologists have lower paid staff that will assist them, so not all hours will be billed at highest rate.

\*\*Board rate reflects median rate adjust for level of contribution.

\$4000/yr rent and utilities. Assume 60% for GSP = \$2400

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(e)

**DATE:** August 24, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Appointment of Executive Director

#### SUMMARY

The Joint Exercise of Powers Agreement ("JPA Agreement") requires the Board of Directors to appoint an Executive Director to act as the chief administrative officer of the Upper Ventura River Groundwater Agency ("Agency"). At its first meeting on January 5, 2017, the Board appointed an interim Executive Director to serve until the annual budget for Fiscal Year 2017-2018 is approved. On April 13, 2017, the Board approved the attached job description and directed staff to draft an employment agreement with Ms. Vandermeer. A letter of employment and job description are attached for the Board's consideration.

#### RECOMMENDED ACTION

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

#### BACKGROUND

Article 10 of the JPA Agreement provides that the Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

At its meeting on March 9, 2017 the Board directed the interim Executive Director to work with the budget committee to develop a job description for the Executive Director. At its April 13, 2017 meeting the Board approved the attached job description and directed staff to draft an employment agreement with Ms. Vandermeer.

#### FISCAL SUMMARY

The 2017/2018 Agency budget allocates \$27,000 for the hiring of an Executive Director.

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ J. Pratt\_\_\_\_ M. Krumpschmidt\_\_\_\_ S. Epstein\_\_\_\_

L. Rose\_\_\_\_ E. Ayala\_\_\_\_



August 24, 2017  
CeCe Vandermeer  
Address  
City, State, Zip

Re: Letter Agreement re Employment as Executive Director

Dear Ms. Vandermeer,

This letter constitutes an agreement respecting your prospective employment as the Executive Director for the Upper Ventura River Groundwater Agency (UVRGA). You will take direction from the Board of Directors for the UVRGA and report to the Chair of the Board, which is presently me. Your employment will commence on September 1, 2017.

As the Executive Director, you agree to carry out the duties and responsibilities described in the enclosed job description which may be updated at the request of the Board. It is understood that you also work for the OBGMA and neither you nor the UVRGA anticipate that your employment by both agencies will impair your work for either agency.

Your compensation will be \$35.00 per hour. The position is part time, roughly 20 hr/week, although more hours may be necessary to complete time sensitive tasks. You will also be allocated up to \$4,000 per year for medical reimbursement.

For employment with the UVRGA, you are required to complete and sign the enclosed Form 700 in accordance with the Agency's Local Conflict of Interest Code.

Your employment with the UVRGA is at-will and either party can terminate the employment relationship at any time with or without cause and with or without notice.

You acknowledge that this employment letter agreement, represents the entire agreement between you and the UVRGA and that no verbal or written agreements, promises, or representations that are not specifically stated herein are, or will be, binding upon the UVRGA.

If you agree with the employment details specified herein and with the enclosed job description, please sign below and return this letter agreement to me.

Sincerely,

Bruce Kuebler, Chair of the Board, Upper Ventura River Groundwater Agency

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

CeCe Vandermeer



## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(f)

**DATE:** August 24, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Treasurer/Auditor Agreement with the County of Ventura

#### **SUMMARY**

Article 7 of the Joint Exercise of Powers Agreement ("JPA Agreement") requires the Agency to appoint a treasurer and auditor consistent with the requirements in the Government Code. On April 13, 2017, the Board elected to appoint the County treasurer and auditor as the treasurer and auditor for the Agency. The Agency will need to enter into an agreement with the County in order to receive these services. The Board provided comments on a draft agreement at the June 8, 2017 Board meeting and sent it to the County for additional review. The attached redline agreement reflects edits made by the Board and County staff. The final agreement is still being reviewed by County Counsel and the Controller's office, but will be provided at the meeting.

#### **RECOMMENDED ACTION**

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.

#### **BACKGROUND**

Section 13.3 of the JPA Agreement requires the Agency to appoint a treasurer and auditor consistent with sections 6505, 6505.5 and 6505.6 of the Government Code.

The Government Code identifies the following four options for appointment of a treasurer. Requirements for appointment of an auditor depend on which option the Agency chooses regarding appointment of a treasurer.

1. Appoint the treasurer of one of the member agencies;
2. Appoint the treasurer for Ventura County;
3. Contract with a certified public accountant; or
4. Appoint an officer or employee of the Agency.

Staff reviewed the above options in detail at the February 1, 2017 meeting. The Board of Directors instructed staff to bring forward additional information regarding the feasibility of options 1 and 4. At the March 9, 2017 Board Meeting, Ventura County indicated that the County Treasurer/Auditor had the capability and capacity to act as Treasurer for the Agency, but that additional information was needed to develop a cost estimate. The City of Ventura also indicated that the City Treasurer would be available, but that the auditor is a contracted position.

At the April 13, 2017 Board Meeting, Alternate Director Shephard indicated that the County Treasurer and Auditor have the capacity and capability to serve as the treasurer/auditor for the Agency and the fee would be approximately \$100 per hour to perform all requested services. Under the government code, if the County provides the treasurer, then the County must also provide the auditor. The Directors discussed that other Agency staff could be hired to perform daily bookkeeping and office management tasks, and the County Treasurer could just review the records as required in order to reduce costs. The Board voted unanimously to appoint the County treasurer and auditor as the treasurer and auditor for the Agency.

At the June 8, 2017 Board meeting, Directors reviewed and commented on a draft agreement. The attached redline agreement reflects edits made by the Board and County staff. The final agreement is still being reviewed by County Counsel and the Controller's office, but will be provided at the meeting.

### **FISCAL SUMMARY**

The County Treasurer and Auditor will bill the Agency a fee of approximately \$100 per hour for services provided. The proposed budget for 2017/2018 includes \$7,500 for treasurer/auditor services.

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ J. Pratt\_\_\_\_ M. Krumpschmidt\_\_\_\_ J. McDermott\_\_\_\_

L. Rose\_\_\_\_ E. Ayala\_\_\_\_

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(g)

**DATE:** August 24, 2017  
**TO:** Board of Directors  
**FROM:** Ad Hoc Stakeholder Engagement Committee (Larry Rose (chair), Emily Ayala, Bruce Kuebler)  
**SUBJECT:** Stakeholder Outreach and Engagement Discussion

#### SUMMARY

The Sustainable Groundwater Management Act ("SGMA") supports broad stakeholder engagement throughout the Groundwater Sustainability Plan ("GSP") development process. At its June meeting, the Board discussed holding an October workshop to initiate stakeholder engagement in development of the GSP and formed an ad hoc stakeholder engagement committee to plan the meeting and develop a framework for continued stakeholder involvement. The committee has scheduled an Outreach Forum for October 12, 2017 at the Oak View Community Center at 6pm. The ad hoc Stakeholder Engagement Committee will lead the Board in a discussion (see attached) of how to engage stakeholders in GSP development in preparation for an October 12, 2017 outreach forum.

#### RECOMMENDED ACTION

The Board will discuss engaging stakeholders in GSP development in preparation for the October 12, 2017 outreach forum and provide feedback to the ad hoc committee.

#### BACKGROUND

SGMA requires a GSA to "encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin prior to and during the development and implementation of the [GSP]."

At its May meeting, the Board discussed the need to engage stakeholders and suggested forming a stakeholder advisory committee to assist the Board in developing the GSP. The Board directed staff to begin developing a draft structure for a stakeholder committee and the process for populating that committee for discussion at the June meeting.

At its June 8, 2017 meeting, the Board created an ad hoc stakeholder engagement committee to plan a stakeholder outreach meeting and develop a framework for continued stakeholder involvement. The ad committee will expire once the Board has reviewed the stakeholder outreach framework following the October 12, 2017 stakeholder workshop.

#### FISCAL SUMMARY

There is no fiscal impact associated with this agenda item.

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ J. Pratt\_\_\_\_ M. Krumpschmidt\_\_\_\_ J. McDermott\_\_\_\_  
L. Rose\_\_\_\_ E. Ayala\_\_\_\_

## **Outreach and Engagement**

### ***The Groundwater Agency Must Document a Communications Section in the GSP***

#### **October 12, 2017 – Outreach Forum – Oak View Community Center –6:00 PM**

- SGMA Overview
- UVRGA Overview
- GSP Schedule
- GSP Discussion
- OBGMA Alternative Demonstration
- Solicit Stakeholder Advisory Committee
- Framework and Schedule for Ongoing Forums

#### **Recommendations**

- Set clear goals and objectives. Identify overriding concerns.
- Decide the appropriate level of engagement with appropriate support.
- Select Forum facilitator and presenters.
- Solicit Stakeholder Advisory Committee candidates.
- Schedule outreach meetings quarterly or as elements of GSP are developed.
- Calibrate the extent of engagement in relation to policies and projects.
- Discuss how public input and response will be used.
- Define key messages to various groups.
- For clarity of message and efficiencies of stakeholder's time collaborate with:
  - Ojai Basin
  - Ventura River Watershed Council
  - City of Ojai
  - Watershed Protection
  - Watersheds Coalition
  - Green Coalition
  - Channelkeeper
  - Cal Trout
  - Matilija Coalition
- Utilize Ventura and Ojai venues.
- Describe well-designed public engagement in grant proposals.
- Always stress conservation.
- Efficiently leverage peer best practices.
- Document lessons learned from collaborative efforts to improve future efforts.
- Test messages and policies through various audiences.
- Log attendance and feedback for Measurable Objectives.
- Utilize facilitators or train staff on collaboration.

### **Determine the Audiences**

- General public
- Beneficial users
- Pumpers, districts, mutuals, agricultural
- Domestic users, minor pumpers
- Advisory Committee prospects
- Land use agencies, community leaders
- Supervisor, Assembly, Senator
- Advocacy groups
- Environmental groups
- Farmers, Farm Bureau
- Underserved communities
- Non-English speaking, tribal
- Schools
- Federal and State agencies
- Apathetic

### **Methods and Tools for Communication**

- Stakeholder Advisory Committee
- Website
- Factsheet
- FAQs
- Targeted mailings
- Newspaper articles
- Public meetings
- Public comment
- Include plan alternatives
- Support local and regional action
- Communicate through non-profits, churches, community groups
- Social Media
- Blog
- Workshops
- Open houses
- Ojai Day
- Newsletters/Alerts/E-news
- Brown Act postings
- Surveys, deliberate polling, ballots

### **Levels of Outreach and Engagement**

- Inform/educate: Problems, solutions, alternatives, opportunities.
- Consult: Feedback on analysis, alternatives, decisions.
- Involve: Understand and consider public concerns, aspirations.
- Collaborate: Public partnership, develop alternatives, preferred solutions.
- Empower: Public opportunity for decisions.

### **Successful Outreach and Engagement**

- Relevant
- Focused
- Scale-appropriate
- Innovative
- Collaborative

### **Spectrum of Public Participation**

- Factual
- Adaptive
- Visible
- Effective
- Sustainable
- Measureable

## **Issues of Interest**

- GSP outline, goals and milestones
- Public engagement, Advisory Committee
- Conservation incentives, home, institution, agriculture,
- Water costs, conservation increased rates, drought surcharge
- Pumping fees
- Pumping allocations
- Conservation
- Climate change
- Water capture for recharge
- Wastewater reuse
- Habitat enhancement
- Contaminants, runoff, TMDL
- Flood control
- Land use policies supporting GSP
- Unproductive regulations, policies
- Grants

## **Conservation**

- History of Stage 4-5 drought and contingency plans.
- Conservation is the cheapest water source.
- Site visits with major pumpers to confirm implementation of irrigation conservation techniques.
- Incentives for private on-site detention ponds.
- Incentives for residential dry well infiltration.
- Email Weekly CIMIS ET with crop coefficients to growers.
- Coordinate land use policies with the City and County for water recapture, appropriate landscapes.
- Demonstration projects.
- Coordinate with OBGMA, OVLC, City of Ojai, VCWPD, WCV

## **Major Implementation Issues**

- Apathy
- Widespread lack of understanding of water management
- Complex government structure
- Complexity of water issues
- Distrust of government or purchased science
- A flood of outreach materials
- Public underestimates risk
- Water managers may not want public engagement
- Advocacy group's resistance
- Diverse communities require diverse outreach

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 7

**DATE:** August 24, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Committee Reports

**a. Report from Ad Hoc Committee to Draft Bylaws**

The Bylaws Committee will update the Board of Directors on their progress at the meeting.

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

The Ad Hoc Committee to Interface with California Water Action Plan Representatives will update the Board of Directors on any relevant activities since the June 8, 2017 Board meeting.

