

# **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 its regular **Board Meeting at 1 P.M. on Thursday, June 8, 2017 at Ojai Valley Land Conservancy, 370 Baldwin Road, Ojai, California, 93023.**

## **UPPER VENTURA RIVER GROUNDWATER AGENCY BOARD OF DIRECTORS AGENDA**

**Thursday, June 8, 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 May 11, 2017 regular meeting**

### **6. ACTION ITEMS**

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

The Board will review and consider approving the proposed budget for July 1, 2017 – June 30, 2018 developed by the ad hoc annual budget committee, which is included with the staff report for this agenda, and consider establishing an ad hoc committee to develop funding options for the Board to consider.

- b. Award Contract to Determine Irrigation Quantities**

The Board will consider awarding a contract to Eagle Aerial to fly the Upper Ventura River Basin and estimate the irrigation usage on well owner parcels.

- c. Conflict of Interest Code**

The Board will review and consider approving the Conflict of Interest Code developed by the Ad Hoc Committee to Draft Conflict of Interest Code, which is included with the staff report for this agenda.

*\* 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. Stakeholder Engagement Discussion**

The Board will discuss how the stakeholder engagement process for the GSP development shall be structured, schedule a special meeting for the early fall to begin engaging stakeholders, and consider establishing an ad hoc committee to begin planning the meeting.

**e. Sustainable Groundwater Planning Grant Program**

The Board will review the timeline and requirements for grant applications and consider authorizing Chair Kuebler, in consultation with the Agency's legal counsel, to enter into a professional services agreement to retain Lorraine Walters, on behalf of the Agency, to develop an application in coordination with the Board.

**f. Payment Agreement between Member Agencies**

The Board will consider options for paying Brownstein Hyatt Farber Schreck, LLP invoices for legal services until the Treasurer and Executive Director are appointed for the Agency.

**g. OBGMA Office Sharing Agreement**

The Board will review the draft office sharing agreement with OBGMA, which is included with the staff report for this agenda.

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

The Board will review the draft 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.

**i. Establishment of Executive Committee**

The Board will consider establishing an Executive Committee to identify and work with a groundwater management consultant to guide the Agency on technical issues.

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

The Board will consider authorizing 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.

**k. Hydrogeologist Consultation Services**

The Board will discuss the professional services needed and consider authorizing the Chair to enter into a contract with a qualified hydrogeologist.

**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 May 11, 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 Jena Acos. Public present were Bert Rapp, Mike Hollebrands, Zoe Carlson, and Ben Pitterle.

**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 Casitas Agreement and the Mound JPA have recently been approved by City Council.

Director Bergen announced that Casitas' rate increase hearing was last night.

Alternate Director Shephard announced that the Fillmore/Piru Groundwater Basin JPA was approved on April 18, 2017. The Mound Groundwater Basin JPA is going to the Board of Supervisors on May 23.

Director Kuebler announced that VRWD has placed the data loggers in 6 key wells. They read water levels every 90 min. He will attend the CDFW field trip to visit the transects on the mainstem Ventura River is on May 18<sup>th</sup>.

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

**5) CONSENT ITEMS**

**a) Approve Minutes from April 13, 2017 regular meeting**

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

**6) a. GSP Development Process and Stakeholder Engagement.**

Jena Acos summarized the staff report highlighting that the Agency does not have any authority until it is recognized as the GSA by DWR. Ms. Acos reviewed the steps necessary to begin developing the GSP, including first notifying DWR of the Agency's intent to begin developing the GSP. Ms. Acos recommended that the Agency form a stakeholder advisory committee to assist the Board in developing the GSP.

**Board Questions:**

Director Krumpschmidt asked if the stakeholder directors could lead the advisory committee.

Ms. Acos responded yes. Directors on the advisory committee could be a conduit from the advisory committee to the Board and at least one Director is required by the JPA.

Chair Kuebler asked Ms. Acos to clarify the difference between the stakeholder information the Agency already submitted to DWR as part of the GSA notification process and the stakeholder information to be submitted as part of the GSP notification process.

Ms. Acos clarified that the Agency will reference the beneficial users information submitted to DWR and address describe the Agency's specific plan for engaging those stakeholders.

**Public Comment:**

Zoe Carlson, Ventura River Watershed Council: Encouraged the Board to consider the role of the Watershed Council in the UVRGSA stakeholder process.

Bert Rapp, Ventura River Water District: Suggested that the GSA develop a GSP as quickly as possible that can be adopted in order to be able to require meters on private wells and collect data that could be used to modify the GSP after the State Board concludes its flow study. This would be an interim plan, similar to what Fox Canyon is doing.

**Board Discussion:**

The Board discussed the best way to begin the stakeholder outreach process and how to structure a committee.

Director Bergen suggested holding a general stakeholder outreach meeting after notifying DWR of the Agency's intent to begin GSP development.

Director Ayala stated her support for a general stakeholder meeting in September/October to provide a status update and to discuss future stakeholder process.

The Board discussed a tentative schedule to submit notice to DWR after the September meeting, then hold a stakeholder meeting in October. 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.

**6) b. GSA Financial Authority under SGMA**

Jena Acos summarized the staff report reviewing the fee authority the Agency has both before and after GSP adoption.

**Board Questions:**

Director Bergen asked Ms. Acos to clarify her comment at an earlier meeting that extraction fees cannot be used for administrative costs.

Jena Acos replied that her earlier comment was based upon a basin with different circumstances. It is her opinion that extraction fees can be used to cover the administrative costs associated with GSP development.

Public Comment:None.

**6) c. Review of Proposed Budget for Fiscal Year 2017/18**

Jennifer Tribo summarized the staff report and asked Director Bergen, ad hoc committee chair, to review the draft 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

The Board expects to approve a budget for FY 2017/18 at its June 8, 2017 meeting.

**6) d. Letter Proposal to the Bureau of Reclamation for a Basin Study for the Ventura River**

Chair Kuebler reviewed the Agency's consensus process and stated that it is the responsibility of the dissenting party to develop an alternative to promote consensus. This is why he worked with Director Krumpschmidt after the April Board meeting to draft a neutral letter as an alternative to the letter of support that was included in the Agenda packet for the May 11, 2017 Board meeting.

Jennifer Tribo summarized the staff report.

No public comments.

**Board discussion:**

Chair Kuebler noted his support for the alternative neutral letter. Other Directors expressed their preference for the alternative letter. Director Rose suggested rephrasing the second sentence of the alternative neutral letter to read, "We could not reach our required consensus..." He also suggested adding a couple examples to the last sentence of the first paragraph. Director Ayala suggested emphasizing the newness of the Agency within the second paragraph.

The Board directed staff to make the suggested edits to the letter. The amended letter is attached for reference.

Director Bergen moved to send the neutral letter to the Bureau of Reclamation as ammended. Seconded by Director Krumpschmidt.

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

**6) e. Request for Proposals for Routine Legal Services and Establishment of Ad Hoc Legal Services Committee.**

Jennifer Tribo summarized the staff report. Director Bergen reviewed the RFP. Directors asked Ms. Acos whether it was necessary for general counsel to have water law experience. Ms. Acos responded that she felt it would be difficult at this time to spearate meetings with general legal issues from those with SGMA issues. She advised that the Board could get into a situation where they had two lawyers reviewing agendas or attending meetings.

No public comment.

The Board discussed whether or not it was necessary to have two lawyers at this time, and whether it was currently feasible to avoid duplication of efforts by both lawyers.

Director Rose moved to table this item. Seconded by Director McDermott. Chair Kuebler called a voice vote. All ayes. None opposed.

**6) f. Summer 2017 Meeting Schedule**

Jennifer Tribo summarized the staff report. Several directors are not available in July and August and the Agency will not be the GSA until July 20, 2017.

Chair Kuebler moved to hold the September 14, 2017 meeting at the Community Meeting Room at Ventura City Hall. Seconded by Director Ayala.

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

It was discussed that the September meeting end would be 3:30PM as to allow travel time for directors that have 4:00PM commitments in Ojai, and that voting items be placed at the beginning of the agenda in the event the meeting runs past 3:30PM. The Board expects to hold a stakeholder outreach meeting in October.

**7) COMMITTEE REPORTS**

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

Director Rose provided an update. He expects to have a draft for committee review later this month. Chair Kuebler asked that the Bylaws include guidance for the structuring and functioning of advisory committees. Ms. Acos indicated she could provide some language.

**b) Report from Ad Hoc Committee to Draft Conflict of Interest Code**

Director McDermott has incorporated committee comments on the draft. The Conflict of Interest Code will be ready for review and approval at the June Board meeting. The draft will be included in the Agenda and sent out by May 25, 2017.

**c) 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. CDFW has revised their study plan for the mainstem Ventura River to include habitat factors as is being done on San Antonio Creek. This was in response to

comments from Santa Barbara Channelkeeper CDFW will be hosting a watershed walk to view the added transect locations on May 18, 2017. Directors Bergen and Kuebler plan to attend.

**8) EXECUTIVE DIRECTOR'S REPORT –**

**a. Status of Notification to DWR of Board's Election to be the GSA for the Upper Ventura River Groundwater Basin.**

Jennifer Tribo stated that the notice of the Board's Election to be the GSA for the Upper Ventura River Groundwater Basin was submitted to DWR with supporting documents on April 21, 2017. The Agency will be the GSA for the Upper Ventura River Groundwater Basin beginning July 20, 2017.

**b. Confirm location for June Meeting.**

The Board will meet at the Ojai Valley Land Conservancy for the June 8, 2017 meeting.

**c. Discussion of interim process for paying invoices.**

The Board discussed that it needs to reactivate the MOA developed during the GSA formation process in order for Ventura River Water District to invoice member agencies for Brownstein's legal services on behalf of the Agency.

**9) ADJOURNMENT –** The meeting was adjourned at 3:27 pm.

## **UPPER VENTURA RIVER GROUNDWATER AGENCY**

### **Item No. 6(a)**

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Ad Hoc Annual Budget Committee (Mary Bergen (chair), Mike Hollebrands, Bert Rapp)  
**SUBJECT:** Approval of Proposed Budget for Fiscal Year 2017/18 and Funding Options Ad Hoc Committee

### **SUMMARY**

The final draft of the FY 2017/18 fiscal year budget estimates a total expense of about \$240,000 with contributions of about \$50,000 per agency. The office costs are based upon initiating a shared office and staff with the Ojai Basin Groundwater Management Agency (OBGMA) after September 2017. The major tasks budgeted for FY 2017/18 are establishing an office, exploring funding options (including development of an extraction fee), initiating a Groundwater Sustainability Plan, and preparing for the first annual report.

### **RECOMMENDED ACTION**

The Ad Hoc Annual Budget Committee recommends that the Board take the following actions:

1. Adopt the final version of the FY 2017/18 budget.
2. Establish an Ad Hoc committee to exploring funding options (including development of an extraction fee) to fund the Agency after the current fiscal year.

### **BACKGROUND**

#### **Office space and staffing**

This final draft of the budget reduces the first year office and staff costs by 25% because it is anticipated that the shared office and staff with OBGMA will likely begin around September or after. The sharing agreement is placed as a separate item on the June 8th agenda.

#### **Provision of Legal Services**

The final budget has been modified to use the recommended values from Brownstein Hyatt Farber Schreck.

#### **Review and Study of Potential Funding**

A large task for next year is to review and consider different potential funding options to fund the Agency's operations after the current fiscal year. One potential option is to develop and implement an extraction fee. The budget committee recommends that the Board establish an Ad Hoc committee to review different funding options and help plan and implement those options the Board ultimately decides to pursue. Line item 25 "Review and Study of Potential Funding Options" has been increased to \$30,000 cover

anticipated consultant costs and the cost to estimate the quantity of water pumped from each well.

Preparing for the Annual Report and Groundwater Sustainability Plan

The draft 2017/18 budget includes line item 16 for professional services of hydrogeologists, engineers, etc. It is expected that during the coming year the Board will initiate work to organize the Annual Report on the Basin and begin preparation of a Groundwater Sustainability Plan.

**FISCAL IMPACT**

The final FY 2017/18 budget shows total expenses by June 30, 2018 of \$240,100 or a commitment of about \$50,000 per agency.

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

Motion:\_\_\_\_\_ 2nd:\_\_\_\_\_

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

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



**UPPER VENTURA RIVER GROUNDWATER AGENCY  
FISCAL YEAR BUDGET  
FY 2017/18**

**FIANL BUDGET 6/8/2017**

**REVENUES**

<b>BEGINNING CASH BALANCE:</b>	July 1, 2017		
	\$0		

ACCOUNT NUMBER	REVENUES	BUDGET 2016/2017	BUDGET 2017/2018	Comments
1	Contributions from Member Agencies	\$49,000	\$240,100	
<b>TOTAL INCOME</b>		<b>\$49,000</b>	<b>\$240,100</b>	

**OPERATING EXPENSES**

ACCOUNT NUMBER	OPERATING EXPENSE	BUDGET 2016/2017	BUDGET 2017/2018	Comments
<b>Labor Costs (Book Keeper/Office Management):</b>				Assume an office will be established with OBGMA after Sept 1, 2017
1	Workers Comp	\$0	\$300	\$400/year
2	Payroll/Labor	\$0	\$27,000	Cece van der Meer & an assistant
3	Medical Reimbursement	\$0	\$3,000	\$4,000 per year
<b>Total Labor Cost:</b>		<b>\$0</b>	<b>\$30,300</b>	
<b>Office Costs:</b>				
4	Rent	\$0	\$1,650	Share OBGMA rent of \$4,400 per year
5	Telephone/Internet/website	\$0	\$750	
6	Utilities	\$0	\$75	Share with OBGMA
7	Supplies	\$0	\$4,000	Start Up = \$4,000 Future Years = \$2,200
8	Postage	\$0	\$1,125	High at start up because of special outreach
9	Office Equipment	\$0	\$20,000	Computer, Microsoft Office, Accounting Program, Billing Program, Start up Year = \$10,000 is place holder # for now. \$2,500 every two years
10	Bank Charges	\$0	\$300	
<b>Total Office Cost:</b>		<b>\$0</b>	<b>\$27,900</b>	
<b>Professional Services:</b>				
11	Audits	\$0	\$3,500	\$7,000 Once every two Years
12	CPA/Treasurer	\$0	\$4,000	Oversight of finances
13	Website maintenance	\$0	\$1,500	
14	Public Outreach/218 publications	\$0	\$3,000	
15	Liability Insurance	\$600	\$2,400	
16	Professional Services, Engr, Geologist, Drafting, etc.	\$0	\$15,000	Use as directed by the Board. Start GSP preparation
17	Routine Legal Counsel	\$30,000	\$40,000	Monthly Meeting Participation
18	Annual Report	\$0	\$1,000	
19	Hydro Geologist	\$0	\$20,000	
21	Training and Membership	\$0	\$1,000	
22	Data Loggers	\$10,000	\$20,000	Install data loggers, future years maintenance only
23	DWR filing fees/etc.	\$500	\$500	
24	Special Legal Services	\$0	\$25,000	Standby line item for special legal analysis
25	Review and Study of Potential Funding Options and Management	\$0	\$35,000	
26	Funding for Reserves	\$0	\$10,000	Need to set reserve goals.
<b>Total Professional Services Cost:</b>		<b>\$41,100</b>	<b>\$181,900</b>	
<b>TOTAL EXPENSES</b>		<b>\$41,100</b>	<b>\$240,100</b>	\$49,000 Contribution per Member Agency

## **UPPER VENTURA RIVER GROUNDWATER AGENCY**

### **Item No. 6 (b)**

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Ad Hoc Annual Budget Committee (Mary Bergen (chair), Mike Hollebrands, Bert Rapp)  
**SUBJECT:** Award Contract to Determine Irrigation Quantities

### **SUMMARY**

During the next year, the Upper Ventura River Groundwater Management Agency (Agency) will be determining a fee structure to sustain the Agency after the current fiscal year. To establish a fee structure it will be necessary to estimate pumped quantities of groundwater by the well owners so that the fee may be proportional to usage and to exclude de minimis well owners.

One of the most cost effective methods to determine water usage if meters are not present is to take an aerial photograph using infra-red technology and perform an automated irrigated landscape analysis. This memo presents an opportunity to have this analysis performed during the summer of 2017. Doing the survey this summer is important because the aquifer is full again and well owners will be irrigating.

### **RECOMMENDED ACTION**

The Ad Hoc Annual Budget Committee recommends that the Board award a contract to Eagle Aerial in the amount of \$13,750 to fly the Upper Ventura River Basin and estimate the irrigation usage on well owner parcels and authorize the Executive Director to authorize contract change orders up to \$2,600 for a total commitment of \$16,350.

### **BACKGROUND**

There are about 120 wells in the Upper Ventura River Basin (see attached map). It is not known how much water is pumped from each well except for the municipal wells and possibly the larger agricultural wells. Most likely any fee system that is developed to fund the Agency will be based upon the amount of water pumped. And the de minimis pumpers must be identified and excluded.

The methods for determining pumping quantities for unmetered wells are:

1. Visit each property and measure the irrigation areas.
2. Ask each property owner to measure their irrigated areas and calculate the quantity of water used each year based on evapotranspiration rates for different types of vegetation or crops.
3. Obtain new or existing aerial photographs of the basin taken during the summer months, overlay parcel lines and attempt to manually measure the area of irrigated lands on the photographs.
4. Contract with Eagle Aerial to fly the basin and use an automated system to calculate the irrigated area for each parcel with a well.

Some of the parcels with wells could also be served by Casitas, Ventura River or Meiners Oaks water districts. Each district would need to research the quantity of they provide to the parcels with wells to determine the net amount pumped by the well.

Eagle Aerial offers an automated technology that uses infra-red aerial photography combined with geographical information systems to measure how much water is used on each parcel that has a well. This will provide an estimate of the annual quantity of water used on each parcel with a well. See Eagle Aerial's proposal attached to this report.

In July 2017 Eagle Aerial will likely be flying the Meiners Oaks Water District and the Ventura River Water District to determine the irrigated landscape areas and quantity of water used. If only one agency pays for a flight the cost would be \$6,900 to that agency. If three agencies share the flight the cost per agency drops to \$4,300 per agency.

Last year Eagle Aerial did a test with California Department of Water Resources (DWR) on their automated infra-red system. DWR had two staff members measure the irrigated areas in a neighborhood of about 100 homes. Eagle Aerial's automated infra-red system produced results that were between the measurements made by the two DWR staff members verifying that their accuracy was within the same tolerance as hand measurements.

Once Eagle Aerial analyzes parcels they provide us an Excel spread sheet with the square footages of different types of vegetation on each parcel. We then apply the evapotranspiration rate appropriate for category of vegetation and for each month of the year to determine the quantity of water used per year per parcel.

The proposal from Eagle Aerial covers the basin boundaries. There are a few agricultural pumpers who export water to farms outside the basin. The acreage outside the basin is not included in the analysis at this time. If those pumping outside the basin can be identified and determined that they do not have meters then their parcels can be added to the scope of work.

### **FISCAL IMPACT**

The cost of the flight and automated irrigated landscape area calculation is \$13,750. Change order authority of \$2,600 is requested which brings the total authorization to \$16,350. The potential change order authority is requested because it still needs to be determined if the agricultural pumpers that export water out of the basin have meters or if their land outside of the basin will need to be analyzed and there is no guarantee that the other agencies will share in the flight.

The cost of the flight in the Eagle Aerial proposal is \$4,300 and is based upon three agencies sharing the flight costs. If UVRGA were to do the flight on its own the cost would be \$6,900 or an increase of \$2,600. If UVRGA and one other agency share in the flight the cost would be about \$5,600.

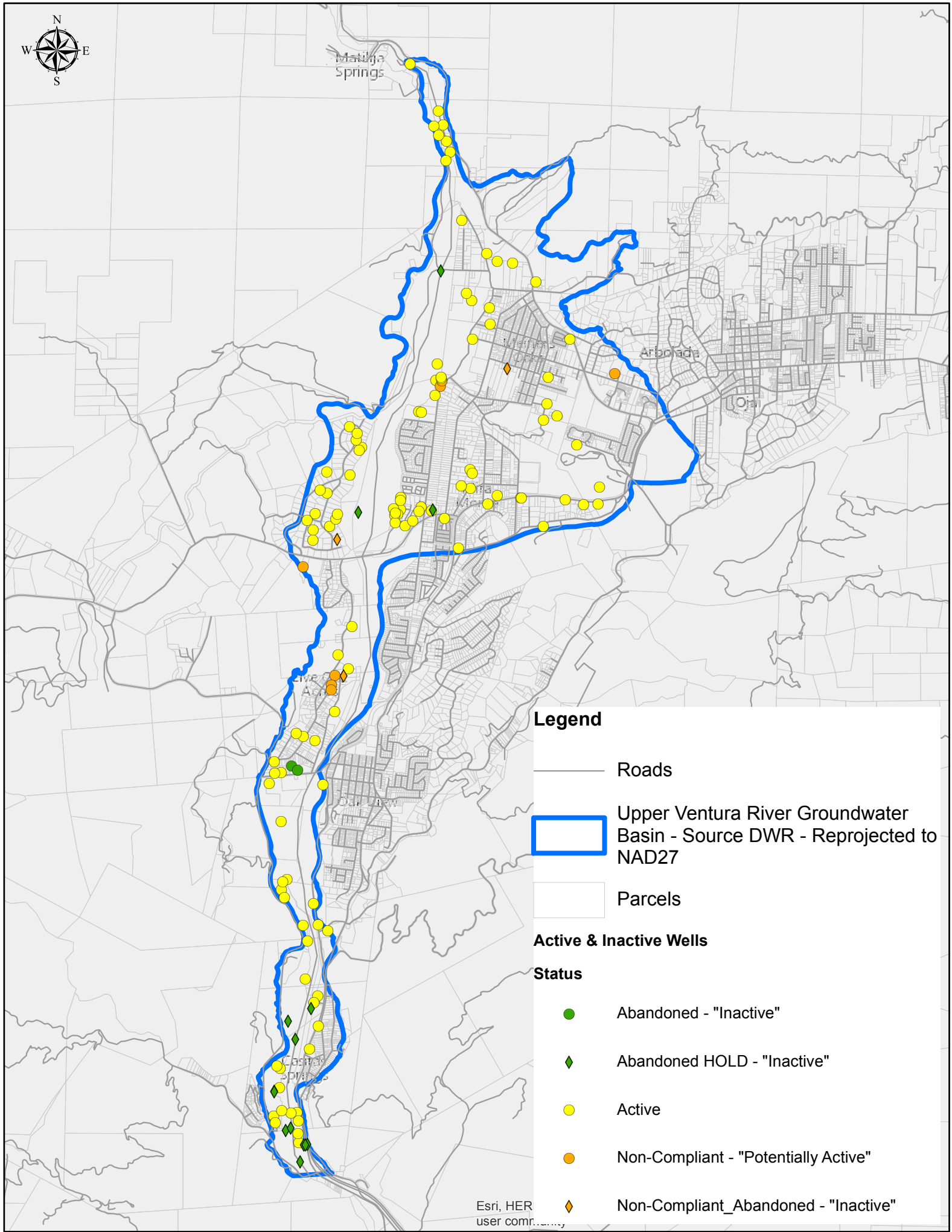
This activity is funded on line item #25 of the FY 2017/18 budget Extraction Fee Development in the amount of \$30,000 for this work and for the consultants needed to develop an extraction the fee.

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

Motion:\_\_\_\_\_ 2nd:\_\_\_\_\_

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

L. Rose\_\_\_\_ E. Ayala \_\_\_\_ J. McDermott \_\_\_\_\_





Eagle Aerial  
Solutions

## Water Conservation Proposal for; Upper Ventura River Basin

### RE: WATER MANAGEMENT STRATEGY FOR UPPER VENTURA RIVER BASIN

3420 Bristol St. 6<sup>th</sup> Fl.  
Costa Mesa CA 92626  
714-754-7670  
[www.eagleaerial.com](http://www.eagleaerial.com)

Eagle Aerial Solutions appreciates the opportunity to present to Upper Ventura River Basin ("UVRB") this Scope of Work (SOW) for processing high-resolution imagery for all the parcels (provided that have wells) within the UVRB District in the Ojai Valley in Ventura County, CA . The following is a brief synopsis of our services, specifications, and costs for this project, which covers all parcels within the district. All layers will be reported on a per parcel basis unless (other shapefile polygons are provided).

### Background

The UVRB desires to determine accurate irrigated area and certain on-the-ground conditions



of all parcels within the UVRB service area. The intention of the Project is to fly custom in June or July, 2017 6"/15cm high resolution 4 band aerial data. The imagery will be used for the remote sensing analysis (calculation of irrigated area and other layers, pools etc.. per parcel) to a 95% level of accuracy on individual parcels designated by UVRB. The project completion date TBD.

The following surface characteristics include (final layers TBD):

- 1) *Impervious surfaces (concrete, roofs, asphalt, other pavement types)*
- 2) *Swimming pools*
- 3) *Irrigable (covering dry lawns and other areas TBD)*
- 4) *Irrigated landscape Turf*
- 5) *Irrigated landscape Non-Turf*
- 6) *Native vegetation*
- 7) *Bare Dirt*

This effort is part of establishing procedures that will be made available to UVRB in its effort to understand water usage and other conservation goals. For example once project is completed you will be able to identify the customers with the most turf to target for turf removal programs. Also this will give UVRB the ability to see lot-level shapefiles of each of the layers above. Eagle will use a GIS-based remote sensing analysis approach combined with color infra-red high resolution imagery and Eagle's proprietary techniques with software and expertise to provide the analytical data requested by UVRB. The goal of the Project is to achieve an accuracy level of 95% (at the parcel level) or higher which will provide significant savings over traditional ways of determining surface conditions within the designated parcels.



## Scope of Work

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Four band Imagery (Red, Green, Blue, and Color Infrared) imagery will be used to identify the pervious & impervious land cover. All four bands will be analyzed accurately based on the seven recognition elements of air photo interpretation, pixel values (tone or color), shape, size, pattern, shadow, texture, association, spectral signature and site. The level of accuracy can be achieved using the latest aerial ortho high resolution digital imagery with all four bands (R,G,B & CIR). Using newly flown imagery four band aerial imagery (once native vegetation dries out) will allow the project to be done with the most up to date info possible. As well as more clearly distinguish between irrigated areas and natural vegetation.

*Materials:* This is the data to be supplied to Eagle from UVRB:

- ESRI Parcel Data Shapefiles for all parcels within the UVRB Service Area AOI (have the shapefile provided).
- Corresponding addresses/parcel #'s to be used to connect to the parcel. This will tie the customer to their parcel. This will not always apply to accounts outside of SFR accounts. Commercial, Multi-family and Dedicated irrigation accounts where there is not a one to one (parcel to customer) relationship will need further information from UVRB.
- Any other data/info determined to be important for the project will need to be supplied if available.

## Deliverables

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The deliverables that UVRB will receive are as follows:

- Parcel polygons of geographic locations are identified for the Parcels. These polygons will be 100% compatible with ESRI software. When imported into the ESRI software, each of the Target Parcels will be identified by a parcel polygon.

- 1) *Impervious surfaces (concrete, roofs, asphalt, other pavement types)*
- 2) *Swimming pools*
- 3) *Irrigable (covering dry lawns and other areas TBD)*
- 4) *Irrigated landscape Turf*
- 5) *Irrigated landscape Non-Turf*
- 6) *Native vegetation*
- 7) *Bare Dirt*

This will cost-effectively and accurately distinguish types of irrigated vegetation and the impervious surfaces. These will be color-identified with textual attribute data which will include square footage information for the individual surfaces identified (vegetation; turf & other, pools, and impervious surfaces etc..).

- A corresponding Excel data file will be included matching parcel number to geographic polygon parcel with the square footage of vegetation (turf, trees, bushes & flower beds) and impervious surfaces etc..for each layer above. The attributes in the above parcel polygon will be included in the Excel spreadsheet.

## Meetings/Coordination

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Eagle Aerial will coordinate with UVRB to obtain necessary data (such as parcels, addresses etc...) on an as-needed basis to maximize the accuracy of the project.

Meetings will be held as necessary via phone or GoToMeetings to maximize the results of the project.

## Scope of Project

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The Project consists of parcels that are using well water within the UVRB service area have been provided to Eagle (as shapefiles by VRWD). The price for the services provided by Eagle under this Scope of Work are limited to those specified herein. Any further services, which are not specifically described herein, but are subsequently identified, shall be negotiated between Eagle and UVRB for additional time and compensation.

The price includes the entire project to be completed at one time. If fewer areas or portions of service areas change then the price may change significantly due to project set up and other factors.

### **Additional Services that UVRB requested are listed as follows (pricing in next section):**

Update aerial in conjunction with other mapping project in valley 6" resolution (flown late Spring early summer 2017)

## Project Timeline and Key Tasks

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### *Tentative Schedule is as follows -*

Estimated Time Frame: Once new flight is completed and rectified, the project will take 30-45 days from the receipt of all materials/data needed to begin. UVRB will provide Eagle with a Notice to Proceed in order to authorize the commencement of the project.

Steps:

- A) Once all materials are received and notice to proceed is given, the project will commence.
- B) Kick off meeting to discuss and get clear with all portions of the project and other details needed to assure a successful project.
- C) A small pilot area of study will be completed. The results will be given to UVRB for review and feedback to make any changes as necessary. UVRB will have one 3 working days to provide the feedback to Eagle. Any time beyond the one week will result in possible delay of the project. A GoToMeeting will be set to discuss results and make any changes needed before embarking on whole project.
- D) Project will be divided into phases TBD and dates assigned with milestones to the finish point on or before (Date TBD). A much more detailed time frame will be provided once options are chosen and the kickoff meeting is completed a much more detailed schedule will be provided.



## Budget

Eagle Aerial will perform the Project for a cost of project covering all parcels on well water in the shapefile provided within service area (per parcel file provided by VRWD) will be \$9,450.00, plus the updated 6" pixel 4 band imagery. This cost will not be exceeded without written authorization from UVRB. Once authorization to proceed and materials from UVRB have been received Eagle will commence on the project. The entire project will be invoiced once the project is completed and payable within 30 days.

### **Project Cost:**

### **COSTS:**

The project costs includes everything\* in the above proposal including the near infra-red Imagery band, meetings and all other labor and materials for the project (excluding UVRB Supplied data defined above)

\$9,450.00

Custom fly in June, 2017 (approx.) new 6"/15cm imagery of the district

\$4,300.00

**NOTE: IF NOT FLYING WITH VRWD & MOWD COST WILL BE \$6,900**

### **Total Project Cost**

**\$13,750.00**

### **Authorization Below:**

\_\_\_\_\_  
Authorized Signature (Client)

\_\_\_\_\_  
Eagle Aerial Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## Item No. 6(c)

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Ad Hoc Conflict of Interest Code Committee (Joe McDermott (chair),  
Mike Krumpschmidt, Larry Rose)  
**SUBJECT:** Conflict of Interest Code

### **SUMMARY**

The Joint Exercise of Powers Agreement (“JPA Agreement”) requires that the Agency adopt a local conflict of interest code pursuant to the schedule and provisions described below. The Ad Hoc Conflict of Interest Committee has drafted the attached Conflict of Interest Code for the Board’s review and approval.

### **RECOMMENDED ACTION**

Adopt the Conflict of Interest Code (attached).

### **BACKGROUND**

Section 8.5 of the JPA Agreement requires the Board of Directors to adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, et seq.) within six (6) months following the appointment of both Stakeholder Directors, which is August 1, 2017.

The Board established the Ad Hoc Conflict of Interest Committee at its February 9, 2017 meeting in order to develop the Conflict of Interest Code for the Agency. The Conflict of Interest Code Committee will be dissolved once the Conflict of Interest Code is adopted by the Board of Directors on or before August 1, 2017.

### **FISCAL SUMMARY**

There is no fiscal impact associated with this action.

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

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

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

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

**BOARD OF DIRECTORS**  
**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**RESOLUTION NO. 2017- \_\_\_\_**

**A RESOLUTION OF THE UPPER VENTURA  
RIVER GROUNDWATER AGENCY (AGENCY)  
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code §81000 *et seq.* requires every state and local government agency to adopt and promulgate a Conflict of Interest Code pursuant to Government Code §87300; and,

WHEREAS, the Fair Political Practices Commission (“FPPC”) has adopted a regulation which contains terms of a standard model Conflict of Interest Code (2 California Code of Regulations §18730), which is attached hereto as Attachment A, and will be amended to conform to amendments in the Political Reform Act after public notice and hearing conducted by the FPPC; and,

WHEREAS, the standard model Conflict of Interest Code will help ensure compliance by the Agency with the Political Reform Act.

NOW, THEREFORE, the Board of Directors of the Upper Ventura River Groundwater Agency does hereby resolve, find, determine and order as follows:

Section 1: The terms of the standard model Conflict of Interest Code adopted pursuant to 2 California Code of Regulations §18730, a copy of which is attached hereto as Attachment A, and any amendments to it duly adopted by the FPPC is hereby adopted and incorporated by reference as the Conflict of Interest Code for the Agency. This standard model Conflict of Interest Code and Attachments B, C, and D to this Resolution, in which members and employees are designated and disclosure categories are set

forth and explained, shall constitute the Conflict of Interest Code of the Agency.

Section 2: Employees designated in Attachment C hereto shall file statements of economic interests (Form 700) with the Agency Secretary pursuant to this Resolution. The Chair, Vice-Chair, Members of the Board of Directors, Alternate Directors, the Executive Director, Agency General Counsel, and Treasurer of the Agency shall file a Form 700 statement pursuant to State law (Government Code § 87200 *et seq.*) with the Agency Secretary who shall forward a copy of the statement to the FPPC. The Upper Ventura River Groundwater Agency Secretary shall retain a copy of all statements of economic interests and make them available for public inspection and reproduction (Government Code §81008).

Section 3: The Agency shall certify as to the adoption of this Resolution and cause the filing of said Conflict of Interest Code in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Bruce Kuebler, Board Chair

ATTEST:

\_\_\_\_\_  
Jennifer Tribo  
Interim Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
Upper Ventura River Groundwater Agency  
General Council

## **ATTACHMENT A**

### **CONFLICT OF INTEREST CODE UPPER VENTURA RIVER GROUNDWATER AGENCY**

#### **TITLE 2. ADMINISTRATION DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION CHAPTER 7. CONFLICTS OF INTEREST**

### **ARTICLE 2. DISCLOSURE**

2 CCR §18730

§18730. Provisions of Conflict of Interest Codes

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section §87300 or the amendment of a conflict of interest code within the meaning of Government Code Section §87307 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections §81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section §87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. of Regs. Sections §18110, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section §87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is

wholly included within the jurisdiction in which those persons must report their economic interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections §87200, *et seq.*

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Government Code section §87200; and
- (C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

- (A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.
- (B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- (C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(E) reports for military service as defined in the Service member's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000).

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand



dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000);

3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure.

When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal during Reporting Period.

In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

- (A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section §89501 shall apply to the prohibitions in this section.

This Section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section §89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$290.

- (A) No member of a state board or commission, and no designated employee of the state or local government agency, shall accept gifts with a total value of more than \$290 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code Section §89503 shall apply to the prohibitions in this Section.

(8.2) Section 8.2. Loans to Public Officials.

- (A) No elected officer of a state or local government agency shall, from this date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member or consultant of the state or local government agency in which the elected officer holds office over which the elected officer's agency has direction and control.
- (B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.
- (D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular

course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed two hundred fifty dollars (\$250) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth one thousand dollars (\$1,000) or more;

- (B) Any real property in which the designated employee has a direct or indirect interest worth one thousand dollars (\$1,000) or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars \$250 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$290 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Manner of Disqualification.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest. In the case of a voting body, this determination and disclosure shall be made part of the

agency's official record; in the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections §81000-§91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code Section §87100 or §87450 has occurred may be set aside as void pursuant to Government Code Section §91003. A violation of this Code may result in discipline under the Authority's Personnel Rules. Such discipline may include discharge.

## **ENDNOTES**

<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section §81004.

<sup>2</sup> See Government Code Section §81010 and 2 Cal. Code of Regs. Section §18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Government Code Section §83112. Reference: Sections §87103(e), §87300-§87302, §89501, §89502 and §89503, Government Code.

## **HISTORY**

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).
31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).
32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).



33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

This database is current through 3/10/17 Register 2017, No. 10  
2 CCR § 18730, 2 CA ADC § 18730

## **ATTACHMENT B**

### **CONSULTANTS**

Commission Regulation §18700 defines “consultant” as an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

- (i) Approve a rate, rule, or regulation;
- (ii) Adopt or enforce a law;
- (iii) Issue, deny, suspend, or revoke any permit license, application, certificate, approval, order, or similar authorization or entitlement;
- (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (v) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
- (vi) Grant agency approval to a plan, design, report, study, or similar item;
- (vii) Adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the Agency’s Conflict of Interest Code.

Consultant\*

Consultant shall be included in the list of designated employees and shall disclose pursuant to the broadcast disclosure category in the code subject to the following limitation:

The Executive Director may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the section. Such written determination shall include a description of the consultant’s duties and, based upon the description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

## **ATTACHMENT C**

### **DISCLOSURE CATEGORIES**

#### **GENERAL PROVISIONS**

Designated employees or individuals shall disclose their financial interest pursuant to the appropriate disclosure category as indicated. Disclosure categories pertain to investments, real property, business positions and sources of income, including loans, gifts and travel payments from sources located in or doing business within the jurisdiction of the Upper Ventura River Groundwater Agency ("Agency").

#### **DISCLOSURE CATEGORIES**

##### **Category 1:**

A designated employee in this category must report all interests in real property as well as investments, business positions, sources of income, and gifts from any source in, or doing business in, the jurisdiction of the Agency, and all other interests, which are subject to the regulation or supervision of the Agency.

##### **Category 2:**

A designated employee in this category must report all interests in real property located within the Agency. Investments, business positions in business entities and income, gifts, loans and travel payments, from sources in, or doing business within the Agency which:

1. Engages in the appraisal, acquisition, disposal, development of real property, or rehabilitation or construction of improvements on real property including architects, contractors, and subcontractors.
2. Provides services, supplies, materials, machinery, or equipment of any type utilized by the Agency to which the employee is assigned.
3. Are of the type which is subject to the regulation or supervision of the Agency.

##### **Category 3:**

A designated employee in this category must report all interests in real property located within the Agency. Investments, business positions in business entities and income, gifts, loans and travel payments from sources in, or doing business within the Agency which:

1. Provide services, supplies, materials, machinery or equipment of any type utilized by designated filers in the Agency.

2. Are of the type which is subject to the regulation or supervision of the Agency.

**Category 4:**

A designated employee in this category must report all interests in real property located within the Agency. Investments, business positions in business entities, income, and gifts from sources in, or doing business within the Agency, and all other interests which are subject to the regulation or supervision of the Agency.

**ATTACHMENT D**  
**DESIGNATED EMPLOYEES**

<b>POSITIONS TITLES</b>	<b>DISCLOSURE CATEGORY</b>
Assistant General Counsel	<b>4</b>
Assistant Executive Director	<b>4</b>
Assistant Secretary	<b>1</b>
Consultants that will make or participate in making governmental decisions on behalf of the Agency	<b>4*</b>

\*Disclosure Category 4 shall generally apply; however, the Executive Director, after consultation with the Agency General Counsel, shall designate the disclosure category for each consultant subject to this Code. If a consultant is performing duties the same as an “employee” the consultant will be assigned the same reporting category. See Attachment B for the consultant definition.

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## Item No. 6(d)

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Stakeholder Engagement Discussion

### **SUMMARY**

The Sustainable Groundwater Management Act (“SGMA”) supports broad stakeholder engagement throughout the Groundwater Sustainability Plan (“GSP”) development process. 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.

### **RECOMMENDED ACTION**

The Board will discuss how the stakeholder engagement process for the GSP development shall be structured, schedule a special meeting for the early fall to begin engaging stakeholders, and consider establishing an ad hoc committee to begin planning the meeting and developing a structure for a stakeholder 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].” One approach to satisfying this requirement, sanctioned by SGMA, is to create a GSP Development Advisory Committee. The Upper Ventura River Groundwater Agency’s (“Agency”) joint powers authority agreement (“JPA Agreement”) also authorizes the Agency’s board of directors (“Board”) to form advisory committees.

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. Staff will provide additional information for discussion at the meeting.

### **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\_\_\_\_

## **UPPER VENTURA RIVER GROUNDWATER AGENCY**

### **Item No. 6(e)**

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Sustainable Groundwater Planning Grant Program

#### **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. Uncommitted funds will be available for a second filing phase between December 2017 and January 2018.

#### **RECOMMENDED ACTION**

Receive report from staff regarding timeline and requirements for grant applications and authorize the Board Chair to, in coordination with legal counsel, enter into a professional services contract with Lorraine Walters to prepare the following documents for the Board's review in August or September:

- GSP work plan
- GSP planning grant application
- Other ancillary documents relating to a GSP planning grant application

#### **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 (see attached) was recently released 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.

The attached draft PSP includes additional details on the solicitation schedule, available funding, eligible costs, eligible projects, and application instructions.



### **Solicitation Schedule**

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.

Uncommitted funds will be available for a second filing phase between December 2017 and January 2018.

### **Funding**

DWR will solicit proposals to award funding on a competitive basis in two funding categories:

- Category 1 – SDAC Projects
- Category 2 – Groundwater Sustainability Plans
  - Tier 1 - Critically overdrafted basins
  - Tier 2 - All other high and medium priority basins

Table 1 presents the funding information for both categories.

**Table 1 – Funding Information for 2017 SGWP Grant Solicitation**

Funding Category		Total Funding	Maximum Grant Amount*
Category 1		At least \$10 million	\$1 million per project
Category 2	Tier 1	At least \$15 million, but not more than \$30 million	\$1.5 million per basin
	Tier 2	At least \$46.3 million, but not more than \$61.3 million	\$ 1 million per basin
*Minimum grant amount that can be requested is \$50,000.			

### **Cost Share**

Proposition 1 requires a minimum cost share of 50% of the total project cost. Project expenses must be incurred after May 18, 2016, to be considered as cost share.

### **TIMELINE**

Given the timeframe for the grant application process and the level of detail required, staff recommends that the Board retain consultant services in order to prepare an application for potential funding. In conjunction with an application for a SGWP grant, the Agency will likely need to present a GSP work plan and identify how the requested grant funds will fund elements of the work plan. Chair Kuebler recommends that the Agency retain Lorraine Walters to prepare a draft GSP work plan and draft application for the Board's review and consideration at its September meeting. Ms. Walters is experienced in preparing grant applications and is familiar with the Upper Ventura River Watershed as she prepared the Ventura River Watershed Plan for the Ventura River Watershed Council. Ms. Walters' hourly rate is \$60 per hour. The expected budget for this project will not exceed \$15,000.

### **FISCAL SUMMARY**

The 2017/2018 Agency budget allocates \$15,000 for professional services.

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

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

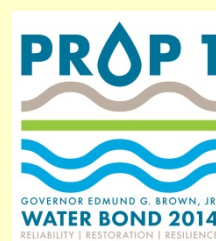
B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ J. Pratt\_\_\_\_ M. Krumpschmidt\_\_\_\_ J. McDermott\_\_\_\_

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

Sustainable Groundwater  
Planning Grant Program

# Proposal Solicitation Package For Groundwater Sustainability Plans and Projects

Draft  
May 2017



California Natural Resources Agency  
Department of Water Resources  
Division of Integrated Regional Water  
Management

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## FOREWORD

The California Department of Water Resources (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). This document is the Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects.

This document is not a stand-alone document and the applicant will need to refer to the 2015 SGWP Grant Program Guidelines (Guidelines) for additional information. Potential applicants are encouraged to read both the Guidelines and PSP prior to deciding to submit an application. The 2015 Guidelines can be found at the following link: <http://www.water.ca.gov/irwm/grants/sgwp/guidelines.cfm>.

A complete list of acronyms and abbreviations, and a glossary of terms used throughout this PSP are available in the Guidelines.

### Grant Program Website and Other Useful Links

This document as well as other pertinent information about the SGWP Grant Program can be found at the following link: <http://www.water.ca.gov/irwm/grants/sgwp/>.

Other useful links are identified below.

- Sustainable Groundwater Management Act (SGMA):  
[https://leginfo.ca.gov/faces/codes\\_displayexpandedbranch.xhtml?tocCode=WAT&division=6.&title=&part=2.74.&chapter=&article=](https://leginfo.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=WAT&division=6.&title=&part=2.74.&chapter=&article=)
- GSP Regulations:  
[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=174F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)%20](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=174F39D13C76F497DB40E93C75FC716AA&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)%20)
- California's Groundwater: Bulletin 118: <http://water.ca.gov/groundwater/bulletin118/update.cfm>
- Basin Prioritization: [http://www.water.ca.gov/groundwater/casgem/basin\\_prioritization.cfm](http://www.water.ca.gov/groundwater/casgem/basin_prioritization.cfm)
- Critically Overdrafted Basins: <http://www.water.ca.gov/groundwater/sgm/cod.cfm>
- Groundwater Sustainability Agency (GSA) Formation: <http://water.ca.gov/groundwater/sgm/gsa.cfm>
- Disadvantaged Community (DAC) Mapping Tool:  
[http://www.water.ca.gov/irwm/grants/resources\\_dac.cfm](http://www.water.ca.gov/irwm/grants/resources_dac.cfm)
- Economically Distressed Area (EDA) Mapping Tool:  
[http://www.water.ca.gov/irwm/grants/resources\\_eda.cfm](http://www.water.ca.gov/irwm/grants/resources_eda.cfm)
- Best Management Practices (BMP): <http://water.ca.gov/groundwater/sgm/bmps.cfm>
- GSP Regulations Guide: [http://water.ca.gov/groundwater/sgm/pdfs/GSP\\_Final\\_Regs\\_Guidebook.pdf](http://water.ca.gov/groundwater/sgm/pdfs/GSP_Final_Regs_Guidebook.pdf)

### E-Mail List

In addition to the website, DWR will distribute information via e-mail. If you are not already on the SGWP Grant Program e-mail contact list, please use the following link to be added to the list: <http://water.ca.gov/irwm/grants/sgwp/subscription.cfm>.

### Contact Information

For questions about this document, or other technical issues, please contact DWR's Financial Assistance Branch at (916) 651-9613 or by e-mail at: [SGWP@water.ca.gov](mailto:SGWP@water.ca.gov).

### Due Date

The complete application must be submitted during the first open filing phase between August 2017 and October 2017 or during the second open filing phase, tentatively scheduled for December 2017 through January 2018.

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# I. INTRODUCTION

DWR is administering the SGWP Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support SGMA. SGMA was signed into law in 2014 and amended the Water Code (Part 2.74 of Division 6 of the Water Code, Sections 10720-10737.8). SGMA provides the framework for sustainable groundwater management planning and implementation. SGMA text can be found at the link listed in the Foreword.

SGMA fosters sustainable groundwater management in California's designated high and medium priority groundwater basins or subbasins, hereinafter referred to as basins, by requiring local public agencies and Groundwater Sustainability Agencies (GSAs) to develop and implement GSPs or alternatives to GSPs (Alternative Plan). The regulations for the evaluation of GSPs and Alternative Plans, the implementation of GSPs and Alternative Plans, and coordination agreements between GSAs and/or stakeholders are hereinafter referred to as the GSP Regulations. The GSP Regulations were approved by the California Water Commission on May 18, 2016, and are codified in the California Code of Regulations (CCR), Title 23, Division 2, Chapter 1.5, Subchapter 2; found at the link listed in the Foreword.

DWR previously issued the Guidelines that will be used to administer this grant solicitation. The Guidelines provide general information regarding program and eligibility requirements. This PSP is making a total of approximately \$86.3 million available. The PSP contains specific information regarding the process, eligibility, and required content for grant proposals. Potential applicants are encouraged to read both the Guidelines and PSP prior to deciding to submit an application. The Guidelines can be found at the link listed in the Foreword.

# II. FUNDING

Proposition 1 authorized \$100 million to be made available for competitive grants for projects that develop and implement groundwater plans and projects in accordance with groundwater planning requirements established under Division 6 (commencing with Section 10000) (Water Code Section 79775). Proposition 1 also requires that at least 10 percent (%), of the authorized \$100 million (\$10 million), be made available to projects that serve Severely Disadvantaged Communities (SDACs), defined as communities with a median household income (MHI) of less than 60% of the Statewide MHI.

DWR will solicit proposals to award funding on a competitive basis in two funding categories. Table 1 presents the funding information for both categories:

- Category 1 – SDAC Projects
- Category 2 – Groundwater Sustainability Plans, which has two tiers
  - Tier 1 - Critically overdrafted basins
  - Tier 2 - All other high and medium priority basins

Table 1 presents the funding information for both categories, as well as for both Tiers. Categories are described further in Section III B.

Table 1 – Funding Information for 2017 SGWP Grant Solicitation			
Funding Category		Total Funding	Maximum Grant Amount*
Category 1		At least \$10 million	\$1 million per project
Category 2	Tier 1	At least \$15 million, but not more than \$30 million	\$1.5 million per basin
	Tier 2	At least \$46.3 million, but not more than \$61.3 million	\$ 1 million per basin

\*Minimum grant amount that can be requested is \$50,000.



## A. Cost Share

Proposition 1 requires a minimum cost share of 50% of the total project cost. Project expenses must be incurred after May 18, 2016, to be considered as cost share. The cost share for projects benefiting a SDAC, DAC, or EDA may be waived or reduced. For definitions of SDAC, DAC, and EDA, see Appendix B of the Guidelines.

DWR will use the information presented in the Applications to evaluate whether the project provides benefits to a SDAC, DAC or an EDA to determine whether the required cost share is waived or reduced (see Appendices E and F of the Guidelines for additional details).

## B. Eligible Costs and Payment

Costs incurred by grant recipients after July 1, 2017 must meet the conditions outlined in Section V.I of the Guidelines and the definitions of “local costs share” and “reimbursable costs” contained in Appendix B of the Guidelines to be considered for cost share or reimbursement. DWR’s standard method of payment is reimbursement in arrears and Section V.I of the Guidelines states that no advance funds will be provided. Notwithstanding that statement and consistent with Water Code Section 10551, DWR will consider advance payment requests for Category 1 projects (SDAC Project), if the following requirements are met:

- The project is sponsored by a nonprofit organization, DAC, or proponent of a project that benefits a DAC
- The grant award is less than \$1 million
- The project is included and implemented in an Integrated Regional Water Management Plan (IRWM)

See Appendix A for more detail regarding advanced payment.

## III. ELIGIBILITY

Applications for SGWP grants must meet all applicable eligibility criteria to be considered for grant funding, see Guidelines Section III. Eligibility requirements are listed below and identified in Questions 4 through 8 in Section V, Table 3 of this PSP.

### A. Eligible Applicant

Eligible applicants for Category 1 proposals are public agencies, non-profit organizations, public utilities, federally recognized Indian tribes, California Native American Tribes, and mutual water companies (Water Code Section 79712.(a-b)). See Appendix B of the Guidelines for definition of these terms for eligible applicant.

Eligible applicants for Category 2 proposals are GSAs for the respective basin for which the application is submitted. For Category 2 proposals, only one application will be accepted per basin. However, an applicant with jurisdiction over multiple basins must submit one consolidated application and may request up to \$500,000 for additional basins, in addition to the maximum grant amount identified in Table 1.

For Category 2 proposals, the grant applicant is the agency submitting the application on behalf of the basin. The grant applicant is also the agency that would enter into an agreement with the State, should the application be successful. If there is more than one eligible agency within a basin, an eligible agency may be part of the proposal as a project proponent, but must identify a single entity that will act as the grant applicant and submit a basin-wide application and receive the grant on behalf of the basin. Project proponents would access grant funding through their relationship with the grant applicant, at DWR’s discretion.

### B. Eligible Project Types

Category 1 and Category 2 projects must address a DWR Bulletin 118 (2016) basin or a non-adjudicated portion of a basin that are designated by DWR as high or medium priority basins.

**Category 2 projects located in basins determined to be probationary under SGMA by State Water Resources Control Board are not eligible for this grant program.**

Category 2 projects located in a basin in which an Alternative Plan was submitted are not eligible for funding. However, an applicant may withdraw the Alternative Plan submittal before the close of the first open filing phase to be eligible for funding under this PSP.

Please check links for additional information on Bulletin 118, Basin Prioritization, Critically Overdrafted Basins, and GSA Formation provided in the Foreword.

### ***1. Category 1 – SDAC Projects***

Eligible projects must serve SDACs and support groundwater sustainability in the basin. Eligible Category 1 projects include but are not limited to the following examples:

- Vulnerability assessments
- Develop feasibility studies to evaluate sustainable groundwater management projects for SDACs
- Design and environmental planning of sustainable groundwater management projects for SDACs
- Technical assistance for SDACs to gather information and participate in groundwater sustainability planning activities
- Evaluate the groundwater management needs of SDACs, including actions that foster engagement of SDACs in sustainable groundwater planning activities
- Install and instrument a groundwater production well
- Connect communities on degraded groundwater to municipal supplies
- Retrofit existing groundwater well system to have water treatment capabilities
- Installation of meters on groundwater production wells
- Instrumentation of monitoring wells with pressure transducers

### ***2. Category 2 – Groundwater Sustainability Plans***

Eligible project types include those activities associated with the planning, development, or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations.

## **IV. SOLICITATION PROCESS AND SCHEDULE**

This grant solicitation will use an open filing approach, which will include two-phases, if necessary. The first phase of the solicitation will be open for nine weeks with anticipated grant awards in Winter 2017. If all funds are not awarded in phase one, DWR will open a second phase of solicitation to award the remaining funds. The anticipated schedule for this grant solicitation is presented in Table 2. Any change or update to the schedule will be posted on the DWR website. Updates may also be notified through e-mail announcements. If you are not already on the SGWP Grant Program e-mail contact list, please use the link listed in the Foreword.

**Table 2 – Schedule for 2017 SGWP Grant Solicitation**

<b>Milestone or Activity</b>	<b>Schedule</b> <i>Italics denote tentative dates</i>
Release of Draft PSP for <i>GSPs and Projects</i> for public review	May 10, 2017
Public Meetings: Three public meetings will be held in June 2017. Please check the link below for dates and locations. <a href="http://water.ca.gov/irwm/grants/sgwp/upcomingevents.cfm">http://water.ca.gov/irwm/grants/sgwp/upcomingevents.cfm</a>	June 2017
Draft PSP for <i>GSPs and Projects</i> Public Comment Deadline	June 19, 2017
Release of Final PSP for <i>GSPs and Projects</i> /Phase 1 solicitation opens for Continuous Filing	August 2017
Applicant Workshop(s): Dates and locations to be provided in the Final PSP.	TBD
End of Phase 1 Continuous Filing: Grant Applications must be submitted via GRanTS	October 2017
Release of Phase 1 Funding Awards	December 2017
Tentative Phase 2 Solicitation Continuous Filing: Grant Applications must be submitted via GRanTS	December 2017 through January 2017
Release of Funding Awards*	TBD

\*Date will be determined depending on remaining funds and number of applications received

## V. APPLICATION INSTRUCTIONS

This section provides instructions for preparing and submitting an application. The Application Instructions section consists of two subsections: A) *What to Submit* and B) *How to Submit*. It is important that the applicants follow the Application Instructions to ensure that their application will address all of the required elements. Applicants are reminded that once the application has been submitted to DWR, any privacy rights as well as other confidentiality protections afforded by law with respect to the application package will be waived.

### A. What to Submit

Applicants must submit a complete SGWP Grant Application during the continuous filing phase shown in Table 2. The grant application consists of four sections or “Tabs”, as follows:

- Applicant Information Tab
- Projects Tab
- Questions Tab
- Attachments Tab

Additional details regarding the Tabs is outlined in Section V, Table 3 – Grant Application Checklist, which is provided as a guide for the applicants to ensure that they have submitted the required information for a complete application.

Category 1 proposals may be submitted separately or can be included with a Category 2 proposal. In the event that an applicant submits an application for multiple projects, the applicant must ensure that the “Tabs” are complete for each of the projects within the grant application. For example, Category 1 proposals may include separate projects for different SDACs within a basin; Category 2 proposals may include multiple projects for GSP development executed by different GSAs within a basin. However, as identified in Table 1, Category 2 proposals may include multiple projects with the project budgets collectively not exceeding \$1.5 million for critically overdrafted basins or not exceeding \$1 million for other high or medium priority basins, respectively.

### B. How to Submit

Applicants must submit a complete application online using DWR’s Grant Review and Tracking System (GRanTS) electronic submittal tool. GRanTS can only be accessed with Internet Explorer and Google Chrome. The online GRanTS application will be available for use and can be found at the following link: <http://www.water.ca.gov/grants/>.

The name of this PSP in GRanTS is “2017 SGWP PSP”. To access this PSP, applicants must register and have an account in GRanTS, if they have not already done so. The online application will be available no later than August XX, 2017.

Applicants are encouraged to watch the "How to Register" and the "How to Complete a Grant Application" videos and review the GRanTS Public User Guide and Frequently Asked Questions, available at the above link, prior to completing the online application. If an applicant has questions as to the content or the information requested in the PSP, or questions or problems with GRanTS, please refer to the phone number or e-mail listed in the Foreword.

Within GRanTS, pull down menus, text boxes, or multiple-choice selections will be used to receive answers to the questions. GRanTS will allow applicants to type text or cut and paste information from other documents directly into a GRanTS submittal screen.

When uploading an attachment in GRanTS, the following attachment title naming convention must be used:

Att#\_2017SGWPC#\_ AttachmentName\_#ofTotal#

Where:

- "Att#" is the attachment number
- "2017SGWPC1" is the code for Category 1 proposals
- "2017SGWPC2" is the code for Category 2 proposals
- "2017SGWPC1&2" is the code a proposal that contains both Category 1 and 2 projects
- "AttachmentName" is the name of the attachment as specified in Section V.B.2 – Attachment Tab Instructions
- "#ofTotal#" identifies the number of files that make up an attachment, where "#" is the number of a file and "Total#" is the total number of files submitted in the attachment

For example, if the Attachment 1 – Authorizing Documentation for a project eligible under Category 1 is made up of three files, the second file in the set would be named "Att1\_2017SGWPC1\_AuthDoc\_2of3".

File size for each attachment submitted via GRanTS is limited to 2 gigabytes (GB). Breaking documents into components such as chapters or logical components so that files are less than 2 GB will aid in uploading files. Acceptable file formats are: PDF, MS Word, MS Excel, or MS Project. PDF files should be generated, if possible, from the original application file rather than scanned hard copy. All portions of the GRanTS application must be received in the open filing phase. Submittals received outside the open filing phase will not be reviewed or considered for funding.

# 1. Grant Application Checklist

*Note: Please provide answers to only the questions listed in Table 3. Do not answer questions that appear on the screen in GGrants, but are not listed below unless marked with an asterisk.*

Table 3 – Grant Application Checklist	
<b>INFORMATION TAB</b>	
<i>The following information is general and applies to the applicant and the overall proposal. Specific project information should be detailed on separate project tabs provided in the GGrants application. Applicants must enter all information listed in the Information Tab of this checklist (Table 3) along with any field marked with an asterisk.</i>	
<b>APPLICANT INFORMATION</b>	
	<b>Organization Name:</b> Provide the name of the Agency/Organization responsible for submitting the application. Should the Proposal be successful, this Agency/Organization will be the Grantee.
	<b>Tax ID:</b> Tax ID is automatically displayed for registered organizations. Verify the applicant's federal tax ID number.
	<b>Point of Contact:</b> <ul style="list-style-type: none"> <li>Select "Existing Register Users" to select the registered user associated with the organization specified above. The rest of the contact information (Division, Address, e-mail, etc.) are auto populated once the above registered user is selected.</li> <li>Select "Add New User" to add an unregistered user. Please select Division (address will be auto populated) and type the First Name, Last Name, E-mail, and Phone (Direct) of the new user. Please note that the e-mail address will be the new user's login name.</li> </ul>
	<b>Point of Contact Position Title:</b> Provide the title of the point of contact person. (Maximum Character Limit: 50)
	<b>Proposal Name:</b> Provide the title of the Proposal. (Maximum Character Limit: 150)
	<b>Proposal Objective:</b> Provide the objective of the Proposal. (Maximum Character Limit: 2,000)
<b>PROPOSAL BUDGET</b>	
<i>For the proposal, the following budget items should be taken from Table 5.</i>	
	<b>Other Contribution:</b> Provide the amount of other funds (such as other State grants) not included in the categories as listed below. If there is no other contribution, enter zero.
	<b>Local Contribution (Cost Share):</b> Provide the total local cost share that will be committed to the Proposal. The SGWP Grant Program requires a minimum local cost share of 50% of total proposal cost unless the project benefits a DAC, SDAC, or an EDA.
	<b>Federal Contribution:</b> Enter Federal funds being used. If none, enter zeros.
	<b>In-kind Contribution:</b> Leave Blank, and include all In-Kind Contributions in the Local Contribution total.
	<b>Amount Requested (Grant Funds Requested):</b> Provide the amount of total grant funds requested.
	<b>Total Proposal Cost:</b> Provide the total proposal cost, in dollars. This amount must agree with the total proposal cost shown in Attachment 5. Total proposal cost is automatically calculated based on the contribution amounts entered above.
<b>GEOGRAPHIC INFORMATION</b>	
GGrants requests latitude and longitude in degrees, minutes, and seconds. You may use converters on the web such as <a href="https://www.fcc.gov/media/radio/dms-decimal">https://www.fcc.gov/media/radio/dms-decimal</a>	
	<b>Latitude:</b> Enter the Latitude at the location that best represents the project area.
	<b>Longitude:</b> Enter the Longitude at the location that best represents the center of the project area.
	<b>Longitude/Latitude Clarification:</b> Only use if necessary. (Maximum Character Limit: 250)
	<b>Location:</b> Identify the approximate location that best represents the center of the project area. (Maximum Character Limit: 100)
	<b>County(ies):</b> Provide the county(ies) in which the project is located.
	<b>Groundwater Basins:</b> Provide the groundwater basin(s) as listed in the current version of DWR Bulletin 118 ( <a href="http://www.water.ca.gov/groundwater/bulletin118/update.cfm">http://www.water.ca.gov/groundwater/bulletin118/update.cfm</a> ) in which your project is located. For proposals covering multiple groundwater basins, hold the control key down and select all that apply.
	<b>Hydrologic Regions:</b> Provide the hydrologic region in which the project is located. For proposals covering multiple hydrologic regions, hold down the control key and select all that apply.
	<b>Watershed(s):</b> (Maximum Character Limit: 250) Provide the name of the watershed(s) the groundwater basin underlies. A map of California watersheds can be found at the following link: <a href="http://www.conservation.ca.gov/dlrp/wp/Documents/CALFED_Watershed_Map[1].pdf">http://www.conservation.ca.gov/dlrp/wp/Documents/CALFED_Watershed_Map[1].pdf</a> . If your groundwater basin covers multiple watersheds, you may only provide one "Unique Watershed Number" as listed on the watershed map.
<b>LEGISLATIVE INFORMATION</b>	
	Enter the State Assembly, State Senate, and U.S. Congressional Districts in which the groundwater basin is located. For proposals covering multiple State Assembly, State Senate, and U.S. Congressional Districts, hold the control key down and select all that apply. Maps of these districts are found at <a href="http://www.legislature.ca.gov/legislators_and_districts/legislators/your legislator.html">http://www.legislature.ca.gov/legislators_and_districts/legislators/your legislator.html</a> .

Table 3 – Grant Application Checklist

PROJECTS TAB	
<i>This section contains information about the project contained in the Proposal. Applicants must enter all information listed in the Projects Tab of this checklist (Table 3) along with any field marked with an asterisk.</i>	
PROJECT INFORMATION	
	<u>Project Name</u> : Provide the title of the proposal. (Maximum Character Limit: 125 characters)
	<u>Implementing Organization</u> :
	<u>Secondary Implementing Organization</u> : (Maximum Character Limit: 125 characters) As applicable
	<u>Proposed Start Date</u> :
	<u>Proposed End Date</u> :
	<u>Scope Of Work</u> : (Maximum Character Limit: 500 characters)
	<u>Project Description</u> : (Maximum Character Limit: 2,000 characters)
	<u>Project Objective</u> : (Maximum Character Limit: 500 characters)
PROJECT BENEFITS INFORMATION	
<i>Please do not enter any information into GRanTS for the following Project Benefits Questions. They are standard GRanTS questions and cannot be removed, but are unnecessary for SGWP Grant Applicants.</i>	
	<u>Benefit Level</u> : Leave blank.
	<u>Benefit Type</u> : Leave blank.
	<u>Benefit</u> : Leave blank.
	<u>Description</u> : Leave blank.
	<u>Measurement</u> : Leave blank.
PROJECT BUDGET	
<i>For each project, the following budget items should be taken from Table 4.</i>	
	If only one project is being proposed, use the “Copy Budget data from Applicant Info” feature to populate previously entered data. Otherwise, enter individual budget items for each project in the same manner as described for the Applicant Information Tab. The sum of the budget items must agree with the total project budget.
GEOGRAPHIC INFORMATION	
	Enter the geographical information for each individual project location (latitude and longitude in degrees, minutes, and seconds).
LEGISLATIVE INFORMATION	
	If only one project is being proposed, use the “Copy Legislative data from Applicant Info” feature to populate previously entered data. Otherwise, enter legislative information for each project in the same manner as described for the Applicant Information Tab. For projects covering more than one district, hold the control key down and select all that apply.
QUESTIONS TAB	
<i>The answers to these questions will be used in processing the application and determining eligibility and completeness.</i>	
	<u>Q1. Project Description</u> : Provide a brief abstract of the Proposal. This abstract must provide an overview of the proposal including the main issues and priorities addressed in the proposal. (25 words or less)
	<u>Q2. Project Representative</u> : Provide the name and details of the person responsible for signing and executing the grant agreement for the applicant. Persons that are subcontractors to be paid by the grant cannot be listed as the Project Representative.
	<u>Q3. Project Manager</u> : Provide the name, title, and contact information of the Project Manager from the applicant agency or organization that will be the day-to-day contact on this application.
	<u>Q4. Eligibility</u> : Has the applicant met the requirements of DWR’s CASGEM Program?
	<u>Q5. Eligibility</u> : Is the applicant an agricultural water supplier? If yes, has the applicant submitted a complete Agricultural Water Management Plan (AWMP) to DWR? Has the AWMP been verified as complete by DWR? If the AWMP has not been submitted, please indicate the anticipated submittal date? If the applicant is not an agricultural water supplier, please indicate so and go to Q6.
	<u>Q6. Eligibility</u> : Is the applicant an urban water supplier? If yes, has the applicant submitted a complete Urban Water Management Plan (UWMP) to DWR? Has the UWMP been verified as complete by DWR? If the UWMP has not been submitted, explain and provide the anticipated date for submittal. If the applicant is not an urban water supplier, please indicate so and go to Q7.
	<u>Q7. Eligibility</u> : Is the applicant a surface water diverter? If yes, has the applicant submitted to the State Water Resources Control Board (SWRCB) their surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with Section 5100) of Division 2 of the Water Code? If the reports have not been submitted, explain and provide the anticipated date for meeting the requirements. If the applicant is not a surface water diverter, please indicate so and go to Q8.



Table 3 – Grant Application Checklist

	<p><b>Q8. Eligibility:</b> Does the proposal include any of the following activities:</p> <ul style="list-style-type: none"> <li>• The potential to adversely impact a wild and scenic river or any river afforded protection under the California or Federal Wild and Scenic Rivers Act</li> <li>• Acquisition of land through eminent domain</li> <li>• Design, construction, operation, mitigation, or maintenance of Delta conveyance facilities</li> <li>• Acquisition of water except for projects that will provide fisheries or ecosystem benefits or improvements that are greater than required currently applicable environmental mitigation measures or compliance obligations</li> <li>• Pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer</li> <li>• Projects or groundwater planning activities associated with adjudicated groundwater basins.</li> </ul> <p>If yes, please explain. (Maximum Character Limit, per yes answer: 250)</p>
	<p><b>Q9. DAC or EDA Cost Share Waiver or Reduction:</b> Are you applying for cost share waiver or reduction as a DAC, SDAC, or EDA? Fill out Attachment 7, Attachment 8, or Attachment 9 as appropriate.</p>
	<p><b>Q10. Project Area Map:</b> Provide a map illustrating the groundwater basin, relevant project features, service area (may represent the area covered by GSP for Category 2), and SDAC, DAC, EDA area, if applicable.</p>
<p align="center"><b>ATTACHMENTS TAB</b></p> <p><i>Provide the attachments listed below by attaching files to the GGrants application. When attaching files, please use the naming convention found in Section V.B of this PSP. Requirements for information to be included in these attachments are found in Section V.B.2 of this PSP.</i></p>	
Attachment #	Attachment Title
Attachment 1	Authorization
Attachment 2	Eligibility Applicant Documentation
Attachment 3	Project Justification
Attachment 4	Work Plan
Attachment 5	Budget
Attachment 6	Schedule
Attachment 7	Disadvantaged Community (if applicable)
Attachment 8	Economically Distressed Area (if applicable)
Attachment 9	Severely Disadvantaged Community (if applicable)

## 2. Attachment Tab Instructions

Within the Attachment Tab, Applicants are required to submit up to 9 attachments (as applicable) to complete the 2017 SGWP grant application. A discussion of each of these attachments is provided below. Attachments 1 and 2 are mandatory and provide back-up documentation for eligibility of applicant. Attachments 3 through 6 are required to be scored during application review. Attachment 3 will be considered for tie-breaking purposes. Attachments 7 through 9 are optional, but are necessary to be completed if the applicant is requesting a cost share waiver or reduction, or for SDAC eligibility, as applicable.

### ATTACHMENT 1. AUTHORIZING DOCUMENTATION

For the “AttachmentName” in the naming convention of GGrants, use “AuthDoc” for this attachment.

The applicant must provide a resolution adopted by the applicant’s governing body designating an authorized representative to submit the application and execute an agreement with the State of California for a 2017 SGWP Grant. If the resolution cannot be signed prior to the application due date, please contact DWR, as indicated in the Foreword, to discuss the situation and explain this in Attachment 1, including an anticipated submittal date for the approved resolution.

The following text box provides an example of the resolution that must be submitted to fulfill this requirement.

## RESOLUTION NO. \_\_\_\_\_

Resolved by the <Insert name of applicant governing body>, that application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 *et seq.*), and to enter into an agreement to receive a grant for the: <Insert name of Proposal>. The <Insert title of authorized applicant official> of the <Insert name of applicant> is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources. Passed and adopted at a meeting of the <Insert name of applicant> on <Insert date>.

Authorized Original Signature: \_\_\_\_\_

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

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

Clerk/Secretary: \_\_\_\_\_

## **ATTACHMENT 2. ELIGIBILITY DOCUMENTATION**

For the “AttachmentName” in the naming convention of GRanTS, use “EligDoc” for this attachment.

The applicant must provide a written statement (and additional information if noted) containing the appropriate information outlined below, which are discussed in detail in Section III.C of the Guidelines. For certain criteria, self-certification documents must be completed and included in Attachment 2, where applicable.

- Is the applicant a public agency, non-profit organization, public utility, federally recognized Indian tribe, California Native American Tribe, or mutual water company (Water Code Sections 79712.(a-b))? Please explain.
- CASGEM Basin Prioritization and Compliance
- Urban Water Management Compliance
- Agricultural Water Management Compliance
- Surface Water Diverter Compliance

**CASGEM Compliance** – The CASGEM Program description, along with the basin prioritization information, can be found at the following link: <http://www.water.ca.gov/groundwater/casgem/>.

For the portion of high and medium priority basins that do not have a CASGEM monitoring entity, the grant applicant will not be eligible to receive grant funding (Water Code Section 10933.7(a)). Consistent with Water Code Section 10933.7(b), if the applicant area is demonstrated to be a DAC, as defined in Appendix B of the Guidelines, the project will be considered eligible for grant funding notwithstanding CASGEM compliance.

**Urban Water Management Compliance** – If the applicant is an urban water supplier, or urban water suppliers will receive funding from the proposed grant through a joint-powers agreement (JPA) or other legal agreement, please provide documentation from DWR that verifies that the 2015 UWMP addresses the relevant Water Code requirements. If the 2015 UWMP has not been verified by DWR, explain and provide the anticipated date for having a verified 2015 UWMP. *Note: The 2015 UWMPs were due to DWR by July 1, 2016.*

Maintain compliance with Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (Water Code Section 10608 *et seq.*). All urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim Gallons per Capita per Day (GPCD) target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to Water Code Section 10608.24.

Each urban water supplier proposing wastewater projects, water use efficiency projects, or drinking water projects must complete the Water Metering compliance self-certification form. Applicants must self-certify their compliance with the water metering requirements contained in Water Code Section 525 *et seq.* The Water Metering Compliance Self-Certification Form and instructions can be found at the following link: [www.water.ca.gov/irwm/grants/resources\\_forms.cfm](http://www.water.ca.gov/irwm/grants/resources_forms.cfm).



**Agricultural Water Management Compliance** – If the applicant is an agricultural water supplier, or agricultural water suppliers will receive funding from the proposed grant through a JPA or other legal agreement, please include documentation, from DWR, that verifies that the 2015 AWMP addresses the relevant Water Code requirements. If the 2015 AWMP has not been verified by DWR, explain and provide the anticipated date for having a verified 2015 AWMP. *Note: The 2015 AWMPs were required to be adopted by December 31, 2015 and submitted to DWR by January 31, 2016.*

**Surface Water Diverter Compliance** – If the applicant is a surface water diverter, or will receive funding from the proposed grant through a JPA or other legal agreement, state whether they have submitted to the State Water Resources Control Board (SWRCB) surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with Section 5100) of Division 2 of the Water Code. Submit SWRCB verification documentation. If a surface water diverter has not, explain and provide the anticipated date for meeting the requirements.

### **ATTACHMENT 3. PROJECT JUSTIFICATION**

For the “AttachmentName” in the naming convention of GRanTS, use “ProjJus” for this attachment.

#### **Category 1**

#### **PROJECT DESCRIPTION**

All Category 1 applications must provide a project description that addresses the requested information identified below. Project description must not exceed three pages (not including tables and figures) using a minimum 10-point type font.

Project description must include the following:

- A complete, detailed description of the project, including the goals and objectives of the project, need for the project, project facilities and location (if applicable), and tools to be developed if any.
- A map for each project that shows the geographical location of a project with a marker or service area; the basin boundary (per DWR Bulletin 118), the GSA(s) service areas in the project service area, facilities of the project; DACs, SDACs, EDAs within the project service area; and any other project features that may apply. Applicants may use the ArcGIS Map Package, link provided in the Foreword.
- A discussion of data, technical methods, and analysis to be used to meet the project goals and objectives.
- Identify and describe how the SDAC(s) will directly benefit from and be served by implementation of the project.

#### **PROJECT PHYSICAL BENEFITS**

For any construction project, physical benefits are the expected measurable accomplishments of a project. Physical benefits should be based on estimated measures of project annual accomplishments averaged over the period of project life. Project physical benefit description must not exceed one page using a minimum 10-point type font. Examples of physical benefits include, but are not limited to:

- Amount of water supply produced or improved water supply reliability.
- Types (constituents) and amounts of water quality improvement provided, and the amount of water treated or improved.

#### **PROJECT SUPPORT**

Applicants requesting funding must provide documentation to demonstrate project support and must include the following items:

- If the applicant is the GSA for the basin, discuss how implementation of the project has been considered in terms of future groundwater sustainability of the basin and discuss whether adverse impact analysis in the basin are considered with implementation of the project.

- If the applicant is the GSA for the basin, provide evidence that the applicant has coordinated with the SDAC including letters of support from the SDAC (examples such as local government board members, tribal council members, etc.).
- If the applicant is not the GSA for the basin, demonstrate and provide evidence that the applicant has coordinated with the GSA(s) for the basin regarding implementation of the project.

## Category 2

### PROPOSAL SUMMARY

The applicant must include a Proposal level “Summary” highlighting each project contained in the Proposal and must demonstrate that it encompasses the entire basin or describes why a portion of the basin is not covered in the Proposal. Each applicant must provide a map for each project that shows the geographical location of a project with a marker or service area (may represent the area covered by a GSP); the basin boundary (per DWR Bulletin 118), facilities of the project; DACs, SDACs, EDAs within the project service area; and any other project features that may apply. Applicants may use the ArcGIS Map Package, link provided in the Foreword.

Also include the name of the respective implementing agency/organization for each project. Additionally, for each proposed project, discuss how the project will address a current need of the basin in relation to sustainable groundwater management. The Summary must not exceed one page using a minimum 10-point type font, with the exception of maps, figures, or tables.

### TECHNICAL NEED

Applicants must provide an explanation of their “Technical Need” for each project. For example, the applicants may provide a justification of how this funding could assist in development of a monitoring network. The explanation for each project must not exceed one page using a minimum 10-point type font.

### FINANCIAL NEED

Applicants must provide an explanation of their “Financial Need” associated with completing each project. Specifically, absent SGWP funding, describe how the applicant would complete the proposed work. Describe other conditions that contribute to the need for funding. The explanation for each project must not exceed one page using a minimum 10-point type font.

### PROJECT SUPPORT

Applicants requesting funding for Category 2 must submit the following, as applicable:

- Relevant legal agreements between agencies or GSA(s) within the basin or with GSA(s) in neighboring basins that describe the governance of the basin and relevant roles and responsibilities of parties subject to the legal agreement. Examples of legal agreements may be memorandums of understanding, joint powers authority (JPA), or memorandums of agreement.
- If a relevant legal agreement(s) between agencies or GSA(s) within the basin is not available, describe and provide documentation of coordination with those GSA(s) to demonstrate that a basin-wide governance structure is under development to ensure that a single GSP or multiple GSPs will be developed to ensure coordinated management and implementation of SGMA for the basin.
- If one GSA is established in the basin, describe and provide documentation of any communication with GSA(s) in neighboring basins regarding groundwater sustainability planning and GSP development.
- Describe and provide documentation of any communication with beneficial users of groundwater in the basin that may potentially be affected by implementation of the project, including, but not limited to DACs, SDACs, or other stakeholders.

#### **ATTACHMENT 4. WORK PLAN**

For the “AttachmentName” in the naming convention of GRanTS, use “WrkPlan” for this attachment. Attachment 4 must contain the following items:

The Work Plan must be consistent with and support the Budget and Schedule (Attachment 5 and 6, respectively). The Work Plan must include a scope of work to allow reviewers to understand the level of effort of the work being performed and to substantiate the cost estimates in the Budget. The Work Plan should include, at a minimum, the following items:

- Scope of work for the project shall include work items to be performed under each task consistent with the Budget and Schedule.
- Project deliverables for assessing progress and accomplishments, which include quarterly progress and final reports.

The scope of work must list and concisely describe the necessary task(s) and applicable deliverable(s) to complete the project. The Work Plan should identify how the interested parties including groundwater users, stakeholders, and the general public will be informed about the project progress and how relevant reports and data will be disseminated to these groups.

If the county in which the basin is located received SGWP Proposition 1 *Counties with Stressed Basins* funding from DWR, describe how the task are not duplicative or inconsistent with previously funded tasks.

For Category 1 proposals:

- Identify tasks for coordination with the GSA(s) to promote management and operation of the project that is coordinated with the development of the basin GSP.
- If the proposal includes the construction or implementation of physical facilities, provide sufficient documentation or other back-up to support future operations and maintenance (O&M) obligations can be met, as applicable.

For Category 2 proposals:

- Identify tasks or subtasks associated with GSP plan contents, consistent with the requirements described in the GSP Regulations, necessary to develop, prepare, and submit the GSP.
- If the proposal includes the construction or implementation of physical facilities, provide sufficient documentation or other back-up to support future O&M obligations can be met, as applicable.
- Final product for Category 2 Projects shall be complete GSP(s) approved by DWR that complies with all GSP Regulations for the respective applicants’ basin.

Project deliverables should be actual work products that can be submitted to DWR (e.g., copies of GSP; feasibility study; project design; environmental compliance documentation; inputs/outputs from groundwater-surface water model; data management system; well completion and summary report including any geophysical surveys, water quality analysis, sieve analysis, or other supporting tests completed in support of well design, drilling, completion, etc.). Also, include the current status of any task including estimated percent (0 – 100%) completed.

If access to private property is needed, provide supporting documentation to demonstrate the ability to obtain the needed property access. For example, if monitoring wells will be constructed or sampled on private land, submit a letter or agreement that demonstrates that access for well construction and/or monitoring on the property has been obtained.

Explain the plan for environmental compliance and permitting, if applicable, including a discussion of the following items: a description of the plan, proposed efforts, and approach to environmental compliance, including addressing any California Environmental Quality Act obligations in connection with the proposal; a listing of environmental related permits or entitlements that are needed for the project; and any other applicable permits that will be required. Briefly describe the process and schedule for securing each permit/approval. If applicable, discuss necessary local drilling permits and the submittal of Well Completion Reports to DWR. Describe the proposed process for securing each environmental permit and any other regulatory agency approval.

## ATTACHMENT 5. BUDGET

For the “AttachmentName” in the naming convention of GRanTS, use “Budget” for this attachment. Attachment 5 includes the estimated costs for the project, as described in the Work Plan (Attachment 4).

Attachment 5 is mandatory and includes the estimated capital costs of each project in the application. Attachment 5 should be presented in the following sub-sections:

- Project Budget Table
- Proposal Budget Table

For the Project Budget Table, costs must be broken down consistent with how tasks are presented in the Work Plan. For example, if the Work Plan describes projects at the subtask level, the budget must also present costs at the subtask level. In addition to the table, the applicant must provide a description explaining how the values were derived. The description must not exceed two pages per project using a minimum 10-point type font.

### PROJECT BUDGET

Table 4 must be completed for each project in the Proposal. Table 4 only includes the required budget categories. If applicable, additional rows must be added under the applicable categories to present the cost of each task described in Attachment 4 Work Plan.

Table 4 – Project Budget					
Proposal Title: _____					
Project Title: _____					
Project serves a need of a DAC?: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Cost Share Waiver request?: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Tasks <sup>1</sup>		(a)	(b)	(c)	(d)
		Requested Grant Amount	Cost Share: Non-State Fund Source <sup>2</sup>	Other Cost Share	Total Cost
(a)	Direct Project Administration				
(b)	Plan Development				
(c)	Stakeholder Engagement				
(d)	Task n				
(e)	Grand Total (Sum rows (a) through (d) for each column)				

<sup>1</sup> These tasks are shown here for example purpose only. Actual number of tasks may vary.

<sup>2</sup> List sources of funding : *Use as much space as required*

### Proposal Budget

Although the applicant should complete Table 5 column (e) for each individual project, the minimum cost share requirement applies to the costs of the overall Proposal. Table 5 will be used to present the cost share for the Proposal, including documenting that the Proposal will meet the minimum requirement of at least 50% of the total costs. If the project serves a DAC, SDAC, or EDA, and is requesting a waiver or reduction of the 50% local cost share requirement, please complete the Budget table accordingly and include a footnote identifying the cost share waiver.

Table 5 – Proposal Budget

Table 5 – Proposal Budget						
Proposal Title: _____						
Individual Project Title <sup>1</sup>		(a)	(b)	(c)	(d)	(e)
		Requested Grant Amount	Cost Share: Non-State Fund Source <sup>2</sup>	Other Cost Share	Total Cost	% Cost Share (Col b/Col d)
(a)	Project 1	Grand Total From Table 4, row (e)	Grand Total From Table 4, row (e)	Grand Total From Table 4, row (e)	Grand Total From Table 4, row (e)	
(b)	Project 2					
(c)	Project 3					
(d)	Project n					
(e)	Proposal Total Sum rows (a) through (d) for each column					
<sup>1</sup> These projects are shown here for example purpose only. Actual number of tasks may vary.						
<sup>2</sup> List sources of funding: Use as much space as required						

## ATTACHMENT 6. SCHEDULE

For the “AttachmentName” in the naming convention of GRanTS, use “Schedule” for this attachment. Attachment 6 is mandatory and shall include a schedule for each project showing the sequence and timing of each of the Tasks. Attachment 6 shall also include a schedule for implementation of the Proposal showing the sequence and timing of each of the proposed projects. Attachment 6 should be presented in the following sub-sections:

- Project Schedule
- A description of how each project schedule is realistic, reasonable, and accomplishable (not more than two pages per project using a minimum 10-point type font)
- Proposal Schedule

### PROJECT SCHEDULE

The schedule must show the start and end dates as well as milestones for each task contained in the Work Plan and at minimum be presented in either tabular or horizontal bar, or Gantt chart. The Project Schedule must also be broken down consistent with how tasks are presented in the Work Plan and Budget. For example, if the Work Plan describes projects at the subtask level, the Project Schedule must also present start and end dates at the subtask level. The schedule should illustrate any dependencies or predecessors by showing links between tasks. Applicants must include a reasonable estimate of the end date, based on their Proposal, including time for any final reports and invoicing. The schedule, Attachment 6, must be consistent with the Work Plan (Attachment 4) and the Budget (Attachment 5). Category 2 project completion dates presented in the schedule should meet the GSP timeline in the applicant’s respective basin, as outlined in SGMA, and consistent with the following:

- January 31, 2020, for Category 2, Tier 1 (proposals in critically overdrafted basins)
- January 31, 2022, for Category 2, Tier 2 (proposals in other high or medium priority basins)

Also describe how the schedule shown is realistic, reasonable, and accomplishable based on the state of project development (such as design phase, status of permitting, and environmental documentation). The description must not exceed two pages per project using a minimum 10-point type font.

### PROPOSAL SCHEDULE

The applicant must include a schedule that briefly summarizes the Proposal’s overall schedule.

## **ATTACHMENT 7. *DISADVANTAGED COMMUNITY***

For the “AttachmentName” in the naming convention of GRanTS, use “DAC” for this attachment. Attachment 7 is optional with the exception of applicants requesting a cost share waiver or reduction.

DWR strongly recommends that applicants consult Appendix E of the Guidelines to determine if the project benefit area includes a DAC and for details on waiving or reducing cost share requirements. Applicants should ensure the description of the DAC is adequate for DWR to determine whether the communities meet the definitions.

- Include information that supports the project benefits a DAC(s), such as a map or shapefile that shows the project benefit area and the location of the DAC(s).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.
- In determining the MHI for DACs, applicants may use a single type of census geography or combinations of census geographies that best represent the DAC.

For the applicants with GIS capability, the GIS data files used within the DAC mapping tool are available to download and use; see the link provided in Foreword. These GIS files will allow applicants to combine project area shape files with DAC data layers. This will help applicants show the extent of overlap or project areas with DACs.

## **ATTACHMENT 8. *ECONOMICALLY DISTRESSED AREA***

For the “AttachmentName” in the naming convention of GRanTS, use “EDA” for this attachment. Attachment 8 is optional with the exception of applicants requesting a cost share waiver or reduction.

DWR strongly recommends that applicants consult Guidelines, Appendix F, to determine if the project benefit area includes an EDA and for details on waiving or reducing cost share requirements. Applicants should ensure the description of the EDA is adequate for DWR to determine whether the community meets the definition.

- Include information that supports the project benefits an EDA(s), such as a map or shapefile that shows the project benefit area and the location of the EDA(s).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.
- In determining the MHI for EDAs, applicants may use a single type of census geography or combinations of census geographies that best represent the EDA.

For the applicants with GIS capability, the GIS data files used within the EDA mapping tool are available to download and use; see the link provided in the Foreword. These GIS files will allow applicants to combine project area shape files with EDA data layers. This will help applicants show the extent of overlap or project areas with EDA.

## **ATTACHMENT 9. *SEVERELY DISADVANTAGED COMMUNITY***

For the “AttachmentName” in the naming convention of GRanTS, use “SDAC” for this attachment. Attachment 9 is optional with the exception of applicants requesting a cost share waiver.

DWR strongly recommends that applicants consult Appendix E of the Guidelines to determine if the project benefit area includes a SDAC and for details on waiving cost share requirements. Applicants should ensure the description of the SDAC is adequate for DWR to determine whether the communities meet the definitions.

- Include information that supports the project benefits a SDAC(s), such as a map or shapefile that shows the project benefit area and the location of the SDAC(s).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.

- In determining the MHI for SDACs, applicants may use a single type of census geography or combinations of census geographies that best represent the SDAC.

For the applicants with GIS capability, the GIS data files used within the SDAC mapping tool are available to download and use; see the link provided in Foreword. These GIS files will allow applicants to combine project area shape files with SDAC data layers. This will help applicants show the extent of overlap or project areas with SDACs.

## VI. APPLICATION REVIEW

All applications will first be screened for eligibility and completeness in accordance with Section V of the Guidelines and Section II of this PSP. The information provided by applicants in GRanTS, as well as Attachments 1 through 6 of the application, will be used in determining eligibility and completeness. The DWR review team may contact applicant(s) in the case of missing information or to seek clarification of submitted information.

All complete and eligible applications will be evaluated, scored, ranked as per Category. Category 1 projects will be scored and ranked based on the evaluation questions presented in Table 6 and Category 2 projects will be scored and ranked based on the evaluation questions presented in Table 7.

Score for a proposal with multiple projects will be determined by summing each individual project's total score, dividing the summation by the number of projects, and then rounding up or down to the nearest whole number. If an application consists of both Category 1 and Category 2 projects, the projects would be evaluated separately by project category.

Funding will be allocated to proposals in each category consistent with Table 1. After the minimum funding target is met for Category 2 - Tier 1 projects, in the case of a tie, preference will be first given to proposals located in Critically Overdrafted Basins, then to proposals that best address the Technical and Financial Need identified in "Justification" as presented in Attachment 3.

If all funds are not awarded per Table 1 after two open filing phases, DWR may open a subsequent phase.

**Table 6 – Application Evaluation Criteria for Category 1**

<b>Q#</b>	<b>Questions</b>	<b>Attachment(s)</b>	<b>Possible Points</b>	<b>Scoring Guidance</b>
<b>Proposal Level Evaluation</b>				
1	Is there a map of the basin that shows the location of the project(s) included in the Proposal, the respective GSA(s), and the DACs, SDACs, or EDAs within the project(s) service area(s)?	3	1	0 – No; 1 –Yes
<b>Project Level Evaluation</b>				
2	Does the application demonstrate that it will serve an SDAC and provide a direct benefit to SDAC(s)?	3	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
3	Has the applicant addressed all of the items requested in the Project Justification Section of Attachment 3 (i.e., Project Description, Project Physical Benefits, and Project Support)?	3	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
4	Is the Work Plan consistent with the Budget and Schedule?	4	2	0 – No, not consistent with either one; 1- Only consistent with one; 2 – Yes, consistent with both Budget and Schedule
5	Does the application provide a detailed Work Plan to study, design, implement, construct, or other activity that will aide in completion of a Project that will benefit a SDAC and support groundwater sustainability in the basin?	4	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
6	Does the application contain a complete Budget that is reasonable to execute the Work Plan on the Schedule provided?	5	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
7	Does the application include a Schedule that demonstrates the ability to meet the timeline for completing the Project in a schedule appropriate for this type of Project?	6	1	0 – No; 1 – Yes
<b>Total Range of Possible Points</b>			<b>0-16</b>	
<b>Total Project Level Score for all projects</b>				
<b>Average Project Level Score = (Total Project Score/# of Projects); rounded to nearest whole number</b>				
<b>Enter Proposal Level Score</b>				
<b>Total Proposal Score</b>				



Table 7 – Application Evaluation Criteria for Category 2

Q#	Questions	Attachment(s)	Possible Points	Scoring Guidance
<b>Proposal Level Evaluation</b>				
1	Does the Proposal Summary describe a well-coordinated Proposal including GSPs that encompass the entire basin or describes why a portion of the basin is not covered in the Proposal?	3	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
2	Collectively, do the Budget and Schedule demonstrate that all of the projects will be completed by the SGMA deadline for the respective basin (January 31, 2020 for critically overdrafted basins or January 31, 2022 for other high and medium priority basins)?	5, 6	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
<b>Project Level Evaluation</b>				
3	Has the applicant addressed all of the items requested in the Project Justification Section of Attachment 3 (i.e., Proposal Summary and Project Support)?	3	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
4	Does the applicant provide an explanation of the Technical Need for the project?	3	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
5	Does the applicant provide an explanation of the Financial Need for the project?	3	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
6	Does the application contain a detailed Work Plan that includes tasks for developing, preparing, and submitting a complete GSP?	4	4	0 – No; 1 – Marginally addressed; 2 – Partially addressed, with activities necessary for the success of the Project not fully described or included in the Work Plan; 3 – Mostly addressed, with minor details not included or unclear; 4 – Fully addressed
7	Does the application contain a complete Budget that is reasonable to execute the Work Plan on the Schedule provided?	5	2	0 – No; 1 – Less than fully addressed, 2 – Fully addressed
8	Given the level of effort described in the Work Plan, does the Schedule seem reasonable?	6	1	0 – No; 1 – Yes
<b>Total Range of Possible Points</b>			<b>0-21</b>	
<b>Total Project Level Score for all projects</b>				
<b>Average Project Level Score = (Total Project Score/# of Projects); rounded to nearest whole number</b>				
<b>Enter Proposal Level Score</b>				
<b>Total Proposal Score</b>				

## VII. APPENDIX A

### ADVANCED PAYMENT

The following outlines the eligibility requirements, process to apply, accountability reporting requirements, and requirements for advancing payment.

#### A. Eligible Projects

Projects eligible for advanced payment must be consistent with an adopted IRWM Plan and awarded less than \$1,000,000 in grant funds. Only 50 percent of the grant award may be advanced, the remaining 50 percent of the grant award will be reimbursed in arrears.

#### B. Eligible Grantees

Eligible Grantees are the following:

- Nonprofit organizations
- DACs
- Proponents of projects that benefits a DAC

#### C. Process to Apply for Advanced Payment

Within 90 days after the date of the grant award, the Grantee shall provide DWR with the following information:

- Project description
- Names of the entities that will received funding
- An updated budget for the project
- An updated schedule for the project which shows how the advanced funds will be expended within six months of receipt
- An update on project status and funds expended to date
- And other information that DWR may deem necessary, including a discussion of the Grantee's financial capacity to complete the project once the advance funds have been expended.

If the Grantee fails to provide this list and the related information within 90 days of grant awards, funds may not be advanced. Within 60 days of grant execution and subject to the availability of funds, DWR will authorize payment of 50 percent of the grant award for the qualified project.

#### D. Accountability Report Requirements

Upon receipt of advanced payment, there are requirements and responsibilities that must be met by the Grantee. The Grantee shall provide to DWR, quarterly, an Accountability Report regarding the advanced funds that, at a minimum:

- Itemizes what advanced funds have been expended
- Itemizes how remaining advanced funds will be expended over the next reporting period
- Documents that the funds were spent on eligible reimbursable costs
- Documentation that advanced funds were placed in a non-interest-bearing account

#### E. Advance Payment Requirements

Any of the following actions are considered as a default on the advanced payment eligibility requirements and may result in DWR requesting the Grantee to stop work and return all or a portion of the advanced funds, including both expended and unexpended funds:

- Failure to expend the advanced funds within six months of receipt
- Failure by Grantee to submit an accurate Accountability Report by the required due date

- Failure to deposit funds in a non-interest bearing account
- Ineligible expenses and/or activities not consistent with the grant agreement
- An inappropriate use of funds, as deemed by DWR

If the advanced funds are not expended within six months of the date of receipt, then the Grantee must return the advanced funds to DWR, unless the DWR waives this requirement. DWR will consider waiving the required return of advanced funds if the project is:

- In compliance with grant agreement terms
- Making progress towards completion
- Submitting accurate and timely Accountability Reports

At any given time, DWR reserves the right to revoke advanced funds based on failure to comply with the advanced payment requirements. Notwithstanding Water Code Section 10551(c)(4), if advanced funds are not fully expended by project completion or by the grant agreement termination date, whichever is earlier, the unused portion of the grant shall be returned to DWR within 60 days.

CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
DIVISION OF INTEGRATED REGIONAL WATER MANAGEMENT

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## Item No. 6(f)

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Payment Agreement between Member Agencies

### **SUMMARY**

In order for the Agency to pay for legal, technical, and consultant services received before the appointment of a Treasurer and permanent Executive Director, the Board may consider entering into an agreement with the Ventura River Water District to perform accounting functions as detailed in the attached agreement.

### **RECOMMENDED ACTION**

The Board may take one of the following actions:

1. Authorize the Chair to enter into the attached agreement with the Ventura River Water District to perform accounting services as described in the agreement.
2. Direct staff to wait until the Executive Director and County Treasurer are appointed to pay invoices.

### **BACKGROUND**

During the formation of the Agency, the member agencies entered into a funding and responsibilities agreement that allowed the Ventura River Water District to enter into contracts, pay for services, and be reimbursed by the member agencies. Since the execution of the JPA and formation of the Agency, new service contracts have been executed and the member agencies have decided to share costs equally through June 30, 2018. However, until the Treasurer and Executive Director for the Agency are appointed, the Agency does not have the ability to pay for services received.

This issue was discussed at the May 11, 2017 Board meeting and the Ventura River Water District indicated their willingness to perform interim accounting functions on behalf of the Agency. The Board directed staff to revise and renew the MOU between the member agencies. An MOU between the Ventura River Water District and the Upper Ventura River Groundwater Agency to perform interim accounting functions is attached for the Board's consideration. The Board may elect not to execute this agreement, and instead wait until the Executive Director and Treasurer for the Agency are appointed at a later meeting in August, September, or October.

### **FISCAL SUMMARY**

There is no fiscal impact associated with this item.

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

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

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

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

# **MEMORANDUM OF UNDERSTANDING**

## **AGREEMENT TO PERFORM INTERIM ACCOUNTING FUNCTIONS ON BEHALF OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY**

This Memorandum of Understanding (MOU) is made between Ventura River Water District (VRWD) and the Upper Ventura River Groundwater Agency (UVRGA) (singularly referred to as a "Party" and jointly referred to as the "Parties").

### **I. PURPOSE & SCOPE**

The purpose of this MOU is to authorize the VRWD to perform accounting functions on behalf of the UVRGA as set forth in this MOU.

### **II. BACKGROUND**

The UVRGA is a joint powers authority formed by the following local public agencies: Ventura River Water District (VRWD), Meiners Oaks Water District (MOWD), Casitas Municipal Water District (Casitas), Ventura County Watershed Protection District (County) and the City of Ventura (City). The UVRGA is in the process of renting office space and hiring an Executive Director. Until that time, however, the VRWD has agreed to perform the UVRGA's accounting functions, including receiving and paying invoices and collecting money from the UVRGA.

### **III. ANTICIPATED EXPENSES**

The Parties anticipate that the UVRGA will incur the following expenses:

- Legal Counsel
- Technical Experts and Consultants

### **IV. APPROVAL AND PAYMENT OF EXPENSES; ACCOUNTING SERVICES**

All expenses of the UVRGA must be pre-approved by the UVRGA before payment. Once approved, VRWD shall pay the expenses, on behalf of the UVRGA, and include them within appropriate ledgers for accounting purposes of the UVRGA. VRWD shall perform all accounting services on behalf of the UVRGA during the term of this MOU.

### **V. AMENDMENTS**

It is mutually understood and agreed by and among the Parties that this MOU may only be amended in writing, by mutual consent signed by both Parties. This MOU is not intended to benefit any person or entity not a party hereto.

### **VI. TERM OF MOU**

- a. This MOU shall be effective after approval by the UVRGA and shall remain in effect until the UVRGA is able to take over its own accounting functions or until December 31, 2017, whichever is earlier.

Either Party may opt out of this MOU for any reason upon written request to the other Party, provided expenses for which that Party is obligated to pay as of the date of request to opt out are paid.

## **VII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of the Parties. This signature page may be signed on separate pages.

### **Ventura River Water District**

**By:** \_\_\_\_\_  
Bruce Kuebler, President of the  
Board of Directors

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

**By:** \_\_\_\_\_  
Jack Curtis, Vice President of the Board of  
Directors

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

### **Upper Ventura River Groundwater Agency**

**By:** \_\_\_\_\_  
Bruce Kuebler, Chair of the  
Board of Directors

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

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## Item No. 6(g)

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Ad Hoc Annual Budget Committee (Mary Bergen (chair), Mike Hollebrands, Bert Rapp)  
**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 Ad Hoc Annual Budget Committee recommends that the Board take the following actions:

1. Review and comment on the draft agreement.
2. Direct the Executive Director to forward the draft agreement to the Ojai Basin Groundwater Management Agency for their review and comment.

### **BACKGROUND**

Schedule:

UVRGA approval of draft agreement	June 8, 2017
OBGMA returns comments on the draft agreement	August 2017
UVRGA considers approval of the agreement	September 14, 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, computer, software, fans, filing cabinets, office furniture, etc. Each Party shall have a separate computer.

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 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 President  
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 President

OJAI BASIN GROUNDWATER  
MANAGEMENT AGENCY

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
\_\_\_\_\_, Legal Counsel

By: \_\_\_\_\_  
\_\_\_\_\_, Legal Counsel

## **UPPER VENTURA RIVER GROUNDWATER AGENCY**

### **Item No. 6(h)**

**DATE:** June 8, 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.

#### **RECOMMENDED ACTION**

Review and comment on the attached draft treasurer/auditor agreement with 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.

**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\_\_\_\_

## AGREEMENT TO PROVIDE ~~FINANCIAL/ACCOUNTING~~ TREASURER/AUDITOR SERVICES TO UPPER VENTURA RIVER GROUNDWATER AGENCY FY 17/18

**THIS AGREEMENT TO PROVIDE TREASURER/AUDITOR SERVICES TO UPPER VENTURA RIVER GROUNDWATER AGENCY FY 17/18 ("Agreement")** Agreement is made by and between the County of Ventura for services of the Auditor-Controller's Office ("County") and Upper Ventura River Groundwater Agency, a Joint Powers entity ("UVRGA") (collectively, referred to as "Parties" or individually as "Party").

**WHEREAS**, UVRGA is in need of a treasurer and auditor to perform financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, UVRGA desires to receive those services through the County of Ventura Auditor-Controller's Office; and

**WHEREAS**, the County is authorized to provide such financial and accounting services to UVRGA at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

**NOW THEREFORE**, to accomplish these objectives, the County and UVRGA enter into this service agreement (~~"Agreement"~~), as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July XX, 2017, to and including June 30, 2018. Early termination may be made by either Party upon ninety (90) days notice in writing.

2. **Scope of Services.** The County, through the Auditor-Controller's Office, shall act as the treasurer and auditor to the UVRGA, and in such roles, provide general financial and accounting services as requested by UVRGA, including but not limited to: -all such duties and responsibilities, specified in sections 6505, 6505.5 and 6505.6 of the California Government Code; providing monthly (note: the Gov't Code minimum fiscal year reporting requirement is quarterly beginning in July) financial statement reports from the Ventura County Financial Management System; budgetary and financial and accounting review services; payment of authorized claims and cash receipt transactions; enforcement of internal controls on the funds of UVRGA; and liaison with UVRGA management. In addition, the County ~~can~~ shall respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. The outside auditor costs are separate from this Agreement. Said services shall be provided only in the event UVRGA continues to deposit its funds in the County of Ventura Treasury. In accordance with section 6505.1 of the California Government Code, the \_\_\_\_\_ is designated as the County office \_\_\_\_\_ that will have charge of, handle, and have access to the property of the UVRGA and the \_\_\_\_\_ shall file an official bond in an amount of \$X,XXX.

### 3. Accounting Services and Costs.

a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.

b. **Other Accounting Services.** The costs for accounts payable services shall be charged at the County Board approved contract service rate for accounts payable transactions. Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an

additional cost to be agreed to in advance through an aAmendment in accordance with Section 8 to this Agreement.

c. **Billing.** The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the UVRGA Executive Director, then paid by journal voucher.

Agreement To Provide Financial/Accounting Services To

Upper Ventura River Groundwater Agency – FY 17-18

July 2017

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**4. Fiscal year 2017-18 Agreement Costs.** Accounting services costs for 2017-18 are not to exceed \$X,XXX including accounting and accounts payable charges. County agrees to notify UVRGA if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$X,XXX those costs will be authorized for reimbursement through an aAmendment of the not to exceed amount or through an aAmendment indicating that excess actual costs will be paid in the subsequent fiscal year.

**5. Policies and Procedures.** UVRGA agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County reimbursement for County employee expenses, etc. Reimbursement for UVRGA authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.

**6. Communication.** The County shall maintain an ongoing relationship with UVRGA by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the UVRGA Executive Director to review the services provided.

**7. Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

**8. Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.

**9. Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**10. Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.



11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of July XX, 2017.

Agreement To Provide Financial/Accounting Services To  
Upper Ventura River Groundwater Agency – FY 17-18  
July 2017

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COUNTY OF VENTURA , a  
political Subdivision of the State of  
California

UVRGA, a California Joint Powers Agency

By:

By:

Name: Jeffery S. Burgh

Name: P. B. (Bruce) Kuebler

Title: Auditor-Controller

Title: Chair, UVRGA

Date:

Date:

Attest:

By:

Name: Jennifer Tribo

Title: Executive Director, UVRGA

Date:

Approved as to From:

County Counsel or UVRGA Counsel

By:

Name:

Title:

Date:

---

DRAFT

## **UPPER VENTURA RIVER GROUNDWATER AGENCY**

### **Item No. 6(i)**

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Establishment of Executive Committee

#### **SUMMARY**

In the coming months the Agency will need technical guidance on issues related to management of the Agency and development of the Groundwater Sustainability Plan (GSP). A groundwater management consultant could provide such guidance to the Board. Establishing an Executive Committee would allow Directors and members of the public the opportunity to engage in more technical conversations with the consultant prior to regular Board meetings. The Committee would report regularly to the Board and the selected groundwater management consultant could present at Board meetings upon request. Chair Kuebler will lead a discussion of the Board to consider the need and structure of an Executive Committee.

#### **RECOMMENDED ACTION**

The Board will consider establishing an Executive Committee to identify and work with a groundwater management consultant to guide the Agency on technical issues.

#### **BACKGROUND**

Article 12 of the of the JPA Agreement provides that the Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Agency. The Board must determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each committee must include a Director as the chair thereof. Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee will have any authority to act on behalf of the Agency.

The Executive Committee could either be an ad hoc committee or a standing committee. A standing committee would be subject to the Brown Act and all meetings would be public and meet noticing requirements. The Executive Committee would identify and interview candidates to serve as the groundwater management consultant to the Agency and bring forward a list for Director review at a future Board meeting.

#### **FISCAL SUMMARY**

There is no fiscal impact associated with this item.

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(j)**

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Reimbursement to Ventura River Water District for Installation of Data Loggers in Key Wells

### **SUMMARY**

As reported by Chair Kuebler at the April 13, 2017 and May 11, 2017 Upper Ventura River Groundwater Agency (UVRGA) meetings, the Ventura River Water District (VRWD) has contracted with Kear Groundwater to install data loggers in the six key wells that have been historically monitored by the County of Ventura. VRWD advanced this work because the UVRGA did not have financial mechanisms in place to expedite the work.

The data logger work is important because it has been six (6) years since the aquifer was full and the spring drain down could be monitored. This drain down data is very important for the preparation of the groundwater surface water interaction model being prepared by the State Water Resources Control Board.

The purpose of this memo is to request authorization to reimburse VRWD for the data logger work.

### **RECOMMENDED ACTION**

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.

### **BACKGROUND**

It has been six years since the basin has been full and there was an opportunity to document the spring drain down. It is unknown how long it will be until the next opportunity to collect this data. The spring drain down data will assist in the preparation of the groundwater surface water interaction model being prepared by the State Water Resources Control Board. VRWD has negotiated access agreements with the private well owners for a period of one year to allow the installation of the data loggers. Data loggers have been installed by Kear Groundwater and are recording water levels every 90 minutes. Kear Groundwater will monitor the data loggers and download the data for a 6 month period from May 2017 to October 2017.

The monitored wells are:

#### **Well # Location**

20A1	1000 Burnham Road
29F2	873 Santa Ana Road

5B1 Arroyo Mobile Home Park, Casitas Springs  
9B1 Jurgen Gramkow, Near Lomita & the River  
Meiners Oaks Well near Meyer Road  
Monitoring Well #2 VRWD, Old Baldwin Road

As part of the long term basin monitoring program, the UVRGA could consider entering into long term access agreements for monitoring the key wells and keeping the data loggers installed and monitored. The groundwater measurements along with extraction data will help develop a clear understanding of how the basin operates.

### **FISCAL IMPACT**

The cost of the data loggers and monitoring is \$7,200. The approved budget for Fiscal Year 2017 included a \$10,000 line item for data loggers. The UVRGA will own the data loggers and cables.

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

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

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

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## Item No. 6(k)

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Hydrogeologist Consultation Services

### **SUMMARY**

The Upper Ventura River Groundwater Agency (“Agency”) may need the services of a hydrogeologist over the next year to assist in the development of an application to DWR for the Sustainable Groundwater Planning (“SGWP”) Grant Program and the development of the Groundwater Sustainability Plan (“GSP”). Chair Kuebler will lead the Board in a discussion of the services needed and identify qualified consultants.

### **RECOMMENDED ACTION**

Authorize the Board Chair to enter into a professional services contract with a hydrogeologist as directed by the Board.

### **BACKGROUND**

The Agency may need the services of a hydrogeologist over the next year to assist in the development of an application to DWR for the SGWP Grant Program and the development of the GSP. Chair Kuebler will lead the Board in a discussion of the services needed and identify qualified consultants.

### **FISCAL SUMMARY**

The fiscal impact of this item is dependent on the contractor selected and the services requested by the Board. 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\_\_\_\_

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 7

**DATE:** June 8, 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 May 11, 2017 Board meeting.



**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**Item No. 8**

**DATE:** June 8, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Executive Director's Report

The Interim Executive Director will provide an oral report at the meeting.