

# **UPPER VENTURA RIVER GROUNDWATER AGENCY**

## **NOTICE OF REGULAR MEETING**

**NOTICE IS HEREBY GIVEN** that the Upper Ventura River Groundwater Agency (“Agency”) Board of Directors (“Board”) will hold a **Regular Board Meeting at 1 P.M. on Thursday, September 13, 2018 at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave., Oak View California 93022.**

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

### **UPDATED REVISED AGENDA**

**October 11, 2018**

#### **1. MEETING CALL TO ORDER AND ROLL CALL**

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. PUBLIC COMMENT FOR 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.

#### **4. CONSENT ITEMS**

- a. Approve Minutes from September 13, 2018**
- b. Approve Financial Report for September 2018**
- c. Approve Outstanding Invoices**

#### **5. DIRECTOR ANNOUNCEMENTS**

#### **6. GSP PROJECT MANAGER REPORT**

#### **7. GSP ACTION ITEMS**

##### **a. 2017 Prop 1 Sustainable Groundwater Planning (SGWP) Grant Agreement**

The Board will consider authorizing the Board Chair to execute the agreement with Department of Water Resources for the 2017 Prop 1 SGWP Grant.

##### **b. State Water Resources Control Board Groundwater-Surface Water Workshop**

The Board will consider authorizing the Board Chair and GSP PM to attend the SWRCB Groundwater-Surface Water Workshop for an amount not to exceed \$3,200.

## **8. OTHER ACTION ITEMS**

### **a. Multi-Year Budget**

The Board will discuss an updated draft of the multi-year budget prepared by the Ad Hoc Budget Committee and provide feedback to the committee.

### **b. Member Agency Budget Contributions**

The board will discuss Member contributions and Member Agencies will report back at next Board meeting.

### **c. Invoice Approval Procedures**

The Board will consider adopting a resolution modifying the bylaws concerning invoice approval procedures.

### **d. California Wildlife Conservation Board Grant**

The Board will discuss the recently submitted Grant proposal and direct Board Chair.

### **e. Ventura County Watershed Protection District (VCWPD) request for comments on Application for Waiver of Water Well and Permit Prohibitions**

VCWPD has requested comments from the Upper Ventura Groundwater Agency prior to making a decision on an Application for Waiver of Water Well and Permit Prohibitions for 606 S. Rice Road.

## **9. COMMITTEE REPORT**

### **a. Ad Hoc Committee to Interface with California Water Action Plan Representatives**

The committee will provide an update on the September 24, 2018 State Water Resources Control Board (SWRCB) Technical Advisory Committee.

### **b. Ad Hoc Stakeholder Engagement Committee**

The committee will provide an update on implementation of the Stakeholder Engagement Plan.

### **c. Ad Hoc Funding Option Committee**

The committee will provide an update on the fee study.

## **10. EXECUTIVE DIRECTOR'S REPORT**

## **11. ADJOURNMENT**

The next scheduled Board meeting will be on November 8, 2018 at 1pm at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave, Oak View, CA 93022

**UPPER VENTURA RIVER GROUNDWATER AGENCY  
MINUTES OF REGULAR MEETING SEPTEMBER 13, 2018**

The Board meeting was held at Casitas Municipal Water Districts meeting room at 1055 Ventura Avenue, Oak View, CA 93022. Directors present were: Bruce Kuebler, Diana Engle, Kevin Brown and Emily Ayala.. Directors Glenn Shephard and Larry Rose were absent. Also present were: Executive Director Cece Vandermeer, Attorney Dylan Johnson, and GSP Project Manager Bryan Bondy. Public present were; Jurgen Gramckow, Jordan Switzer and Jordan Kear and Mike Cromer (?).

- 1) **CALL TO ORDER**- Chairperson Bruce Kuebler called the meeting to order at 1:00 P.M.
- 2) **PLEDGE OF ALLEGIANCE** – Led by Chairperson Bruce Kuebler.
- 3) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA** – None
- 4) **CONSENT ITEMS**
  - a. **Approve Minutes from July 12, 2018**
  - b. **Approve Financial Report for July 2018**
  - c. **Approve Financial Report for August 2018**
  - d. **Approve Outstanding Invoices**

Director Bergen moved to approve the consent items: Approve Minutes from July 12, 2018; Approve Financial Report for July 2018; Approve Financial Report for August 2018 and Approve Outstanding Invoices. Seconded by Director Engle.

Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

**5) DIRECTOR ANNOUNCEMENTS**

Director Brown announced he will be giving an update on GSA's to Ventura City Council on Sept. 17.

Director Bergen reported that Casitas Municipal Water District is in the process of hiring a new general manager.

Director Engle expressed concern about mentioning pumping cutback in the stakeholder newsletter and said she would like to have the stakeholder newsletters reviewed by the directors before it is sent out.

Director Ayala reported that the August 30, 2018 Ojai Basin Groundwater Management Agency Board meeting, Richard Hajas was elected as the Community Facilities Director board member, Bob Daddi was elected as the alternate.

Director Kuebler gave an update on the Santa Barbara Channelkeeper's lawsuit against the City of Ventura.

**6) GSP PROJECT MANAGER COMMENTS**

Bryan Bondy reported he is Executive Director of the Mound groundwater Basin and United Water Conservation District provides clerk of the board services as in-kind service. He is working with Eddie Pech, DWR, to finalize the DWR grant agreement which should go to Board in Oct. All work will be in 3 categories: administrative; GSP; and non-GSP. He is still working to establish reimbursement rates

for each director and trying to find a California Dept of Industrial Relations guidance for directors not on payroll.

## **7) GSP ACTION ITEMS**

### **a. GSP Task 1- Monitoring and Data Collection Protocols Revision (Time: 1:28 to 1:30 pm)**

The Board discussed the revisions to the Monitoring and Data Collection Protocols included in Item 7(a) with regards to the High Frequency Readings on page 14 of the document. Bondy recommended changes in the readings from a twenty-four hour period to a dawn to dusk period; change surveys from observe to monitor for diurnal fluctuations and monitoring during daylight hours, deleting “up to a 24 hour period”.

No public comments.

Director Bergen motioned to approve the Monitoring and Data Collection Protocols Revision as presented in the Agenda. Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

### **b. GSP Task 1- Data Quality Control Review Procedures (Time: 1:30 to 1:37 pm)**

The Board received an update on the Data Quality Control Review Procedures document. In the Introduction on page three Bondy added “Implementation of these procedures is intended to ensure data used in the GSP is credible, as required pursuant to GSP Emergency Regulations §351 (h). This document may require updates to address additional types of data, as needed (e.g. biological data concerning groundwater dependent ecosystems)”. Also on page three Bondy added “Data quality control review will be performed prior to data entry into the GSP data management system (DMS) and/or data use for GSP preparation. During its June 14, 2018 discussion of options for a data quality control review process, the Board reached a consensus for implementing data quality control review as part of the GSP workflow under the direction of the GSP PM. Thus, the GSP PM will be responsible for ensuring data is reviewed prior to use in the GSP”.

Public Comments. Jurgen Gramckow recommended that the Board not accept data collected by other entities.

Director Engle motioned to approve the Data Quality Control Review Procedures with the requested revisions as presented in the Agenda. Seconded by Director Brown.

Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

### **c. GSP Task 2.1 – Groundwater Monitoring Network (Time: 1:37 – 2:54 pm)**

Jordan Kear presented results from the first year of high-frequency groundwater level monitoring from spring 2017 to summer 2018. The report contains data only; analysis will occur when the GSP Basin Setting chapter is written. As an aside, he estimated runoff from the Thomas fire reduced infiltration by 5 cfs and resulted in a loss of 1,500 AF of recharge. Director Kuebler

noted a discrepancy between County data and the data loggers for wells 20A1 and 29F2. Kear will meet with Barbara Council (VCWPD) to resolve problem.

Public Comments. Bert Rapp suggested noting when MOWD wells are on and off because of proximity to well 9B1.

Director Brown motioned to receive and file the first annual Kear Groundwater spring 2017 through summer 2018 groundwater levels. Seconded by Director Ayala  
Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

Bondy described his analysis of the need for additional monitoring wells, which are needed to fill spatial gaps, especially in and near the wet reach, and to evaluate possible hydraulic connection between bedrock and alluvium. Kuebler noted that County data is quarterly, not semi-annual as shown on Figure 1 and in Table 2. Bondy's analysis was in response to concerns raised by Ventura about monitoring network adequacy.

Director Brown motioned to direct the Board Chair to approve as-needed professional services to pursue access for additional monitoring wells and evaluate wells for monitoring equipment accessibility and to approve professional services with Kear Groundwater for Task 2.1 as follows:

- a. Summer 2018 through May 2019 groundwater level monitoring : \$3,200
- b. Two annual data logger reports: \$8,000
- c. Add barometric logging at up to three locations: \$1,999;and
- d. Add up to eight wells to the groundwater level monitoring and reorting program under Task 2.1 for a fee of \$ \$2,533 per well, with new locations to be approved by the GSP PM.

Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

**d. GSP Task 3.1 – Technical Advisory Committee Discussion (Time: 2:54 – 3:17 pm)**

The Board took up its deliberation on forming a technical advisory committee (TAC) after directors had time for discussions with the entities they represent. Among the issues discussed were size, credibility if volunteers were used, keeping costs low, timing, and role. There was consensus for a small TAC consisting of Bondy, Kear, and two others whose most important task would be to help interpret data pertaining to surface-groundwater interactions; and for a plan to develop guidelines for selecting two members within two months and for selection early next year while the most qualified candidates might still be available.

Public comment. Jurgen Gramchow urged the Board to keep costs under control.

The Board directed staff to bring this item back to a near future board meeting for approval of selection guidelines.

**8) OTHER ACTION ITEMS**

**a. Fiscal Year 2017/2018 Budget**

The Board discussed actual expenditures and income for FY 2017/2018 as compared in the budget which was attached to the agenda item. Overall expenditures were less than projected because opening an office and work on the GSP did not proceed as anticipated. Net income was \$69,748.

No public comment.

Director Kuebler motioned to approve actual expenditures and income budget of the FY 2017/2018 in attachment A. Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

**b. Multi-Year Budget**

The Board discussed the draft long range budget which was prepared to identify cash flow during GSP preparation and for two years of implementation and to assist the Ad Hoc Funding Options Committee in its work. The draft contains no estimates for any implementation projects which might be needed. Reimbursement amounts and timing are still being discussed with DWR as part of finalizing the grant so budget estimates will change. Director Engle stated the \$50,000 annual contribution is a burden to MOWD. Bondy suggested loans from Member agencies to address high early year costs and delaying commencement of writing for some period. There was brief discussion of JPA provisions dealing with contributions and a desire to discuss more fully at the next meeting.

No public comment.

**c. Comment Letter for Geologic Analysis of Ventura River Watershed – State Water Resources Control Board Study Plan for the Development of an Integrated Groundwater-Surface Water Model of the Ventura River Watershed**

The geologic analysis will be discussed by the SWRCB's TAC on September 24. Bondy, Kuebler, and Engle plan to attend although they are not members. Kear is a member but doesn't represent UVRGA. Deadline for comments is Sept 28, leaving very little time for comment preparation. Bondy recommends strongly that the Agency comment on this important part of the Water Board's flow study. If approved by the Board, Bondy will draft comments after the meeting and circulate to Directors for quick review prior sending on the 28<sup>th</sup>.

Director Bergen motioned to (1) authorize the GSP PM to review the draft geologic analysis and prepare a comment letter for a fee not to exceed \$950; and (2) authorize Chair Kuebler to sign and submit the comment letter on behalf of the Agency. Seconded by Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Diana Engle, Kevin Brown and Emily Ayala. Absent: Glenn Shephard and Larry Rose.

Director Ayala excused herself and left at 4 pm

**e. Staffing Discussion**

Kuebler summarized a meeting he and Bergen had with Vandermeer concerning increasing workloads at OBGMA and UVRGA with the intent to re-evaluate staffing needs to avoid conflicts

between the agencies. Handling of Board meetings and website maintenance could become a major focus of potential conflict. Among various options, there was a consensus for changing structure with Bondy being Executive Director, Vandermeer an administrative assistant who would continue to handle finances, time keeping, etc. and filling a clerk of the Board position. Brown was asked about possibility of providing such a position like at Mound Basin. Kuebler will contact Shephard about the County doing so and will continue to work with Bergen to bring a recommendation to the Board.

## **9) COMMITTEE REPORT**

### **a. Ad Hoc Funding Options Committee**

The committee will be meeting with consultant Mark Hildebrand on Sept 17 to discuss progress on the fee study.

### **b. Ad Hoc Stakeholder Engagement Committee**

Ayala mentioned that the first e-newsletter was sent in late August and with additional e-newsletters to be sent each season. Kuebler handed out a list prepared by Director Rose showing categories for stakeholder engagement opportunities. See Attachment A.

## **10) EXECUTIVE DIRECTOR'S REPORT**

Vandermeer mentioned Conflict of Interest Form 700s have been filed with County after the Agency's Conflict of Interest Code was finally approved. No late fees are being assessed because of County's delay but each Director should check their emails and make sure they are in compliance.

## **11) ADJOURNMENT** – The meeting was adjourned at 4:33 pm. The next regular Board meeting will be October 11, 2018 at 1:00 pm at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave., Oak View, CA 93022.

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

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

B. Kuebler\_\_ M. Bergen\_\_ G. Shephard\_\_ D. Engle\_\_ K. Brown\_\_ L. Rose\_\_ E. Ayala

**UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 4(b)**

**DATE:** October 11, 2018  
**TO:** Board of Directors  
**FROM:** Cece Vandermeer, Executive Director  
**SUBJECT:** Approve Financial Report for September 2018

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August Bank Balance: \$162,801.37

**SEPTEMBER 2018 ACTIVITY:**

Revenues: -0-

**September Expenditures Paid:**

Auto	Wells Fargo	Bank Service Charge	49.78
1122	Cece Vandermeer	Medical 9/18	150.00
1124	OBGMA	Office Share Exp 9/18	631.11
1125	Cece Vandermeer	Payroll 9/18	447.61

Total Expenditures Paid September 2018 \$ 1,278.50

September Warrants Pending Approval \$ 29,503.69

September Ending Bank Balance \$132,019.18

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ G. Shephard\_\_\_\_ D. Engle\_\_\_\_ K. Brown\_\_\_\_ L. Rose\_\_\_\_ E. Aya



**UPPER VENTURA RIVER GROUNDWATER AGENCY Item 4(c)**

**DATE:** October 11, 2018  
**TO:** Board of Directors  
**FROM:** Cece Vandermeer, Executive Director  
**SUBJECT:** Approve Outstanding Invoices For September

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Expenditures for Approval for September 2018:

1120	Bondy Groundwater	September 2018 Invoice	\$ 8,739.37
1121	Brownstein Hyatt Farber & Schreck	Sept 2018 Invoice	8,734.05
1122	Kear Groundwater	September 2018 Invoice	5,780.00
1126	Hildebrand Consulting, LLC	September 2018 Invoice	6,250.27

Total Expenditures for Approval for September 2018                      \$ 29,503.69

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ G. Shephard\_\_\_\_ D. Engle\_\_\_\_ K. Brown\_\_\_\_ L. Rose\_\_\_\_ E. Ayala\_\_\_\_

## **UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 7(a)**

**DATE:** October 11, 2018

**TO:** Board of Directors

**FROM:** Agency Staff

**SUBJECT:** 2017 Prop 1 Sustainable Groundwater Planning (SGWP) Grant Agreement

### **SUMMARY**

The GSP Project Manager has negotiated the attached grant agreement with the Department of Water Resources (DWR) Basin Point of Contact for a total award of up to \$630,061.

Unfortunately, and contrary to prior information provided by DWR staff, DWR's legal counsel recently determined that costs for Groundwater Sustainable Agency (GSA) formation and the grant application cannot be included in the grant. To remedy this, DWR staff are pursuing a cost share reduction (from 50% to 25%) based on the presence of disadvantaged communities (DAC's) within the Basin. Neither of these changes impact the amount of grant proceeds the Agency will receive. Rather, these changes impact the amount of cost share the Agency must contribute to receive the grant proceeds. It now appears the cost share requirement will be \$221,373. Overall, the net effect of these changes does not significantly change the overall financial picture of the grant.

DWR is now also requiring that the grant application tasks be collapsed into a smaller number of "budget categories" in the grant agreement. While this will simplify grant reporting and invoicing, it will, unfortunately, delay grant reimbursements for some budget categories. This is because cost share must be met for all tasks combined in a given budget category before reimbursement occurs (as opposed to receiving grant proceeds early for individual tasks that have low cost share thresholds). In light of this, the GSP PM negotiated changes to the cost share allocations between budget categories to frontload as much reimbursement as early as possible. Overall, the net effect of these changes is that the Agency can expect reimbursement to begin sooner for grant administration and pre-GSP planning activities (e.g. fee study), but the Agency will have to wait longer for reimbursements for other activities (i.e. data gap studies and GSP).

Except for the work plan, budget, and schedule (key issues discussed above), all other agreement terms are non-negotiable.

In conclusion, staff believes the Agency has negotiated the best possible grant agreement terms and will have a more favorable cash flow outcome than previously thought.

## **RECOMMENDED ACTION**

It is recommended that the Board authorize the Board Chair to execute the agreement with DWR for the 2017 Prop 1 SGWP Grant, subject to non-substantive changes on the final version received from DWR Headquarters.

## **BACKGROUND**

The Agency submitted an application for a 2017 Prop1 SGWP Grant on October 24, 2017. The grant was awarded on May 4, 2018, subject to meeting certain requirements and executing a grant agreement.

## **FISCAL SUMMARY**

Accepting the grant will result in up to \$630,061 in revenue over the life of the GSP development project.

## **ATTACHMENTS**

- A. Draft 2017 Prop 1 SGWP Grant Agreement

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ G. Shephard\_\_\_\_ D. Engle\_\_\_\_ K. Brown\_\_\_\_ L. Rose\_\_\_\_ E. Ayala\_\_\_\_

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
UPPER VENTURA RIVER GROUNDWATER AGENCY**

**AGREEMENT NUMBER 4600012714**

**2017 PROPOSITION 1 SUSTAINABLE GROUNDWATER PLANNING (SGWP) GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Upper Ventura River Groundwater Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist the Grantee in financing the planning and/or selected project activities (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700 et seq. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP), or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A, will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to the Department of Water Resources as required by the Sustainable Groundwater Management Act and implementing regulations.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed in accordance with the Schedule as set forth in Exhibit C.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$630,061.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-State funds) of not less than 50 percent of the Total Project Cost. The cost share requirement for projects benefiting a Severely Disadvantaged Community (SDAC), Disadvantaged Community (DAC), or an Economically Distressed Areas (EDA) may be waived or reduced. The Grantee agrees to provide a Local Cost Share (non-State funds) for the amount as documented in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.** The State shall have no obligation to disburse money for a project under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
  1. Prior to execution of this Grant Agreement, selected applicants (Groundwater Sustainability Agency) for GSP Development projects must submit evidence of a notification to the public and DWR prior to initiating development of a GSP in compliance with California Code of Regulations, title 23, Section 350 et seq. (GSP Regulations) and Water Code Section 10727.8.
  2. The Grantee must demonstrate compliance with all relevant eligibility criteria as set forth on pages 7 and 8 of the 2015 Grant Program Guidelines for the SGWP Grant Program.
  3. For the term of this Grant Agreement, the Grantee submits timely reports and all other deliverables as required by Paragraph 16, "Submission of Reports" and Exhibit A.
  4. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
    - a. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.

- b. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:

- (1) The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
- (2) Documents that satisfy the CEQA process are received by the State,
- (3) The State has completed its CEQA compliance review as a Responsible Agency, and
- (4) The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- c. A monitoring plan as required by Paragraph 18, "Monitoring Plan Requirements", if applicable for Implementation Components/Project(s).

5.

- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and/or any other scope of work efforts as described in Exhibit A. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after July 1, 2017, but before April 30, 2022 (end date), shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Cost Share. Costs that are not eligible for reimbursement include, but are not limited to, the following items:

1. Costs, other than those noted above, incurred prior to the award date of this Grant.
2. Costs for preparing and filing a grant application belonging to another solicitation.
3. Operation and maintenance costs, including post construction performance and monitoring costs.
4. Purchase of equipment that is not an integral part of a project.
5. Establishing a reserve fund.
6. Purchase of water supply.
7. Monitoring and assessment costs for efforts required after project construction is complete.

8. Replacement of existing funding sources for ongoing programs.
9. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
10. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution date of this Grant Agreement.
11. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- 8) METHOD OF PAYMENT FOR REIMBURSEMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via U.S. mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

1. Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
2. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
3. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - a. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - b. Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - c. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - d. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - e. Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the address listed in Paragraph 23, "Project Representative."

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Exhibit D and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 9) ADVANCED PAYMENT. Water Code Section 10551 authorizes advance payment by the State for projects included and implemented in an applicable integrated regional water management plan, and when the project proponent is a nonprofit organization; a DAC; or the project benefits a DAC. If the project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive advance payment. The Advanced Payment Request must contain the following:
1. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
  2. If the Local Project Sponsor is requesting the advanced payment, the request must include:
    - a. A funding plan which shows how the advanced funds will be expended within 18 months of this Grant Agreement's execution (i.e., for what, how much, and when).
    - b. A discussion of the Local Project Sponsor's financial capacity to complete the project once the advance funds have been expended, and include an "Audited Financial Statement Summary Form" specific to the DAC.
  3. If a Local Project Sponsor is requesting advanced payment, the Grantee shall also submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State Project Manager with "wet signature" and date of the Grantee's Project Representative, as indicated in Paragraph 23, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and subject to the availability of funds, the State will authorize payment of the advanced funds sought of up to 50% of the grant award for the qualified project(s). The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:
    - a. Invoice must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    - b. Invoice must be itemized based on the categories (i.e., tasks) specified in Exhibit B.
    - c. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or

Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Progress Reports as required by Paragraph 16, "Submission of Reports."

4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  - a. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  - b. A funding plan which shows how the remaining advanced funds will be expended.
  - c. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  - d. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.
5. Once the Grantee has expended all advanced funds, then the method of payment will revert to the reimbursement process specified in Paragraph 8, "Method of Payment for Reimbursement.", and any remaining requirements of Paragraph 5, "Basic Conditions."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

1. A project is not being implemented in accordance with the provisions of the Grant Agreement.
2. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
3. Repayment amounts may also include:
  - a. Advance funds which have not been expended within 18 months of the Grant Agreement's execution.
  - b. Actual costs incurred are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
  - c. At the completion of the project, the funds have not been expended.

For conditions 10) 3.a. and 10) 3.b., repayment may consist of deducting the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a substantial breach of this Grant Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any



portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 13, "Continuing Eligibility," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

1. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
2. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
3. Failure to operate or maintain project in accordance with this Grant Agreement.
4. Failure to make any remittance required by this Grant Agreement.
5. Failure to comply with Labor Compliance Plan requirements.
6. Failure to submit timely progress reports.
7. Failure to routinely invoice the State.
8. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

9. Declare the funding be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
10. Terminate any obligation to make future payments to the Grantee.
11. Terminate the Grant Agreement.
12. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:

1. An urban water supplier that receives grant funds pursuant to this Grant Agreement must maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) by doing the following:
  - a. Have submitted their 2015 UWMP and had it deemed consistent by DWR. If the 2015 UWMP has not been submitted to DWR funding disbursements to the urban water supplier will cease until the 2015 UWMP is submitted. If the 2015 UWMP is deemed inconsistent by DWR, the urban water supplier will be ineligible to receive funding disbursements until the inconsistencies are addressed

and DWR deems the UWMP consistent. For more information, visit the following website:

<https://www.water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Urban-Water-Management-Plans>.

- b. 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, the Grantee must submit a schedule, financing plan, and budget for achieving the GPCD target, as required pursuant to Water Code Section 10608.24. Urban water suppliers that did not meet their 2015 interim GPCD target must also submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD target by June 30 of each year.
  2. An agricultural water supplier receiving grant funding must:
    - a. Comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq. Submit to the State a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to Water Code Section 10608.48.
    - b. Have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply must have their 2015 AWMP identified on the State's website. For more information, visit the following website:  
<https://www.water.ca.gov/Work-With-Us/Grants-And-Loans/Agriculture-Water-Use-Efficiency>.
  3. The Grantee diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  4. If applicable, the Grantee must demonstrate compliance with the Groundwater Management Act set forth on pages 7 and 8 of the 2015 SGWP Grant Program Guidelines, dated October 2015.
  5. Grantees that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by Water Code Section 10932 and the CASGEM Program.
- 14) **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** The Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to the State.
- 15) **RELATIONSHIP OF PARTIES.** If applicable, the Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.
- 16) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager, and shall be submitted via Department of Water Resources (DWR) "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

1. Progress Reports: The Grantee shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the agreement, with future reports then due on successive three-month increments based on the invoicing schedule and this date.
  2. Groundwater Sustainability Plan: The Grantee shall submit a Final Groundwater Sustainability Plan (GSP) to DWR by the date as specified per the Sustainable Groundwater Management Act (SGMA). The GSP shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
  3. Coordination Agreement: The Grantee shall provide the State a copy of the executed Coordination Agreement, and all supporting documentation. This condition is only required in basins where GSAs develop multiple GSPs pursuant to Water Code Section 10727(b)(3). Refer to the GSP Regulations for necessary details and requirements to prepare and submit a Coordination Agreement.
  4. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an Advanced Payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
  5. Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project or component included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project/component completion. Each Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Completion Report shall also include, if applicable for Implementation Project(s), certification of final project by a registered civil engineer, consistent with Exhibit D. A "Certification of Project Completion" form will be provided by the State.
  6. Grant Completion Report: Upon completion of the Project included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final component or project to be completed under this Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each component completed, and how those components will further the goals of the GSP and sustainable groundwater. Retention for the last component, or project, to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.
  7. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports on each applicable implementation type Project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 17) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects (pertinent to Implementation Projects) and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For

purposes of this Grant Agreement, “useful life” means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and “maintenance costs” include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, “Default Provisions.”

- 18) MONITORING PLAN REQUIREMENTS. Pertinent to Implementation Projects or Components, a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate items defined and listed in Exhibit K
- 19) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 20) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
  1. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  2. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State’s representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  3. Applicable to Implementation Projects only, Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/license Professional), in accordance with Exhibit D. The Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 21) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  1. By delivery in person.
  2. By certified U.S. mail, return receipt requested, postage prepaid.
  3. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
  4. By electronic means.
  5. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

22) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

23) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Chief, Division of Integrated Regional Water  
Management  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 653-4736  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Upper Ventura River Groundwater Agency

Bruce Kuebler  
Board Chair, Upper Ventura River Groundwater  
Agency  
P.O. Box 1779  
Ojai, CA 93024  
Phone: (805) 649-3050  
Email: [bkuebler@uvrgroundwater.org](mailto:bkuebler@uvrgroundwater.org)

Direct all inquiries to the Project Manager:

Department of Water Resources

Eddie Pech, P.E.  
Engineer, Water Resources

770 Fairmont Avenue, Suite 102  
Glendale, CA 91203-1035  
Phone: (818) 549-2324  
Email: [Eduardo.Pech@water.ca.gov](mailto:Eduardo.Pech@water.ca.gov)

Upper Ventura River Groundwater Agency

Bryan Bondy  
GSP Project Manager, Upper Ventura River  
Groundwater Agency  
P.O. Box 1779  
Ojai, CA 93024  
Phone: (805) 212-0484  
Email: [Bryan@BondyGroundwater.com](mailto:Bryan@BondyGroundwater.com)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

24) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution Accepting Funds

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for Grantees

Exhibit I – Local Project Sponsors (Not Used)

Exhibit J – Project Location

Exhibit K – Monitoring Plan

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Upper Ventura River Groundwater Agency

\_\_\_\_\_  
Arthur Hinojosa  
Chief, Division of Integrated Regional Water  
Management

\_\_\_\_\_  
Bruce Kuebler  
Board Chief, Upper Ventura River Groundwater  
Agency

Date\_\_\_\_\_

Date\_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant Chief Counsel  
Office of Chief Counsel

Date\_\_\_\_\_

## EXHIBIT A WORK PLAN

**Project Title:** Groundwater Sustainability Plan Development for the Upper Ventura River Basin

**Project Description:** Upper Ventura River Groundwater Agency's (UVRGA's) Project has one component, to prepare a Groundwater Sustainability Plan. The project includes grant administration, technical studies to address data gaps, planning activities, GSP development and preparation, and GSP Reviews and Approvals.

### **Category (a): Grant Administration**

#### **Task 1: Administration**

This task includes managing the Grant Agreement including Agreement execution and Amendment(s) (if necessary), communication with DWR on a timely basis, and maintenance of project files related to implementation of the grant agreement. In addition, preparing and submitting invoices to DWR, tracking task progress and schedule, and managing contracts and budgets associated with the Grant Agreement. Also, compiling progress reports for submittal to DWR, prepare and submit quarterly progress reports, and the Final Grant Completion Report.

- **Deliverables**
  - ☐ Invoices and associated backup documentation
  - ☐ Progress reports
  - ☐ Final Grant Completion Report

### **Category (b): Data Gap Analysis**

#### **Task 2: Establish Well Monitoring Network**

Procure and install transducers in wells throughout the basin and monitor groundwater levels beginning in Spring 2017. Prepare three annual data transmittal reports.

- **Deliverables**
  - ☐ Data Logger Annual Reports (3)

#### **Task 3: Project Monitoring Plan**

Develop and submit a Project Monitoring Plan, as described in Paragraph 18 of this agreement, for the installation of the new monitoring-well(s) within the Subbasin. This plan shall incorporate items defined and listed in Exhibit K.

- **Deliverables:**
  - ☐ Final Project Monitoring Plan

#### **Task 4: Surface Water – Groundwater Interface Monitoring**

Perform weekly visual tracking of the position of the continuously wetted extent of the river in the transition between the wet and dry reaches, starting in early 2017. Conduct periodic continuous surveys of river extent to validate weekly tracking procedures. Compile data collected from upstream surveys by others, perform data analysis, and prepare one summary technical memorandum.

- **Deliverables**

☐ Surface Water – Groundwater Interface Monitoring Report**Task 5: Groundwater Extraction Estimates**

Perform an infrared (IR) aerial photography survey and data processing and analysis to estimate groundwater production. Prepare an inventory of well and meters and ground truth estimates from IR survey. Prepare a technical memorandum.

- Deliverables

- ☐ Groundwater Extraction Estimates technical memorandum

**Task 6: Water Year Hydrologic Data Analysis**

A paper titled “Understanding More About Surface and Groundwater in the Upper Ventura River Basin Between Meiners Oaks and Oak View” was prepared in June 2016 which, provides an initial analysis of surface flow, groundwater pumping, and water level changes. Additional analysis will be performed and a technical memorandum will be prepared.

- Deliverables

- ☐ Paper titled “Understanding More About Surface and Groundwater in the Upper Ventura River Basin Between Meiners Oaks and Oak View”
- ☐ Water Year Hydrologic Data Analysis technical memorandum

**Task 7: Subsurface Inflow Data**

Perform data compilation and analysis to estimate the upgradient underflow to the basin. Estimate underflow from the San Antonio Creek alluvium by installing a groundwater monitoring well near the confluence of San Antonio Creek and Ventura River, instrumenting the well with a transducer, and by performing data compilation and analysis. Prepare a technical memorandum.

- Deliverables

- ☐ Subsurface Inflow Technical Memorandum
- ☐ Environmental Information Form, all necessary CEQA documents, permits, and access agreements
- ☐ Well completion Report
- ☐ Final Specifications and Design

**Task 8: Surface Water Flow Data**

Monitor surface water flow in the transition zone between wet and dry reaches and groundwater levels in a nearby monitoring well monthly starting in September 2017. Prepare technical memoranda covering data collected.

- Deliverables

- ☐ Surface Water Flow Technical Memoranda

**Task 9: Natural Habitat Evapotranspiration Analysis**

Perform data compilation and analysis to estimate to evaluate evapotranspiration. Prepare a technical memorandum.

- Deliverables

- ☐ Natural Habitat Evapotranspiration Technical Memorandum



**Category (c): Planning Activities****Task 10: Organizational Activities**

Develop a Stakeholder Engagement Plan that will address noticing, communicating with and incorporating input from stakeholders, public agencies, and other interested parties during the preparation of the GSP. This task also includes submitting the GSP Initial Notification to DWR, planning for the GSP, retaining other expertise needed on the GSP preparation team, assessment of the funding plan over the term of the project, and completion of a fee study.

- Deliverables
  - ☐ Stakeholder Engagement Plan
  - ☐ GSP Initial Notification (submitted via the SGMA Portal).
  - ☐ Fee Study Report

**Task 11: Stakeholder Outreach and Engagement**

The Stakeholder Engagement Plan will be implemented, including noticing, and soliciting input from the stakeholders and other interested parties during preparation of the GSP. This task also includes other outreach activities related to planning and development of the GSP.

- Deliverables
  - ☐ Outreach materials
  - ☐ Meeting Notices and Agendas

**Category (d): GSP Development and Preparation****Task 12: GSP Development and Preparation**

Develop a Groundwater Sustainability Plan to include, at a minimum, the sections listed and described below.

1. Description of the Plan: Includes a summary of jurisdictional areas and other features, water resources monitoring and management programs as well as a summary of well permitting processes and a map illustrating current well density, land use elements or topical categories of applicable general plans, additional GSP elements, and notice and communication.
2. Basin Setting: Includes a hydrogeologic conceptual model, current and historical groundwater conditions as well as address the basin's groundwater elevation trends overtime, water budget information, and any proposed management areas.
3. Sustainable Management Criteria: Includes sustainability goal, measurable objectives, minimum thresholds, undesirable results, and monitoring network.
4. Project and Management Actions: Includes description of any specific project and management actions that will be implemented to address undesirable, results, minimum thresholds, and measurable objectives.
5. Plan Implementation: Includes description of the approach, schedule, and approximate costs of implementing the GSP. Will also propose a multi-level monitoring well to evaluate groundwater-surface interaction in the southwestern portion of the basin, if necessary, and describe the GSA's plan for annual reporting and process for completing periodic GSP evaluations.
6. GSP Introduction, Executive Summary References, and Appendices: Includes preparing the introductory chapter of the GSP, the executive summary, references section, and appendices.

- Deliverables
  - ☐ Draft GSP

**Category (e): GSP Reviews and Approvals**

**Task 13: GSP Reviews and Approvals and Final Document Preparation**

Prepare a final GSP document. Comments on a preliminary final draft will be solicited from stakeholders during a 90-day comment period. After being updated in response to comments, an updated draft GSP will be presented to the UVRGA Board, at which time the Board may choose to adopt or issue another draft for public comment. After receiving approval from the Board, the final GSP will be submitted to DWR and posted on UVRGA's website.

- Deliverables
  - ☐ Proof of Final GSP submittal to DWR

## EXHIBIT B BUDGET

Project Budget					
Project Title: Groundwater Sustainability Plan Development for the Upper Ventura River Basin					
Budget Category		Grant Amount	Required Cost Share (non-state source)*	Other Cost Share**	Total Cost***
(a)	Grant Administration	\$72,883	\$0	\$0	\$72,883
(b)	Data Gap Studies	\$120,260	\$49,160	\$0	\$169,420
(c)	Planning Activities****	\$37,037	\$10,197	\$0	\$47,234
(d)	GSP Development and Preparation	\$399,881	\$94,756	\$137,206	\$631,843
(e)	GSP Reviews and Approval	\$0	\$67,260	\$0	\$67,260
<b>TOTAL COSTS</b>		<b>\$630,061</b>	<b>\$221,373</b>	<b>\$137,206</b>	<b>\$988,640</b>

**NOTES:**

\*Grantee received a 50% Cost Share Waiver resulting from the needs of DACs and SDACs in the Subbasin.

\*\*Other Cost Share will come from extraction fees

\*\*\* Grant includes staff and board member time for performing/overseeing all activities as well as updates, review, and discussion at Board of Director and Board Committee meetings as related to the planning, preparation, and development of a GSP.

**EXHIBIT C**  
**SCHEDULE**

Project Schedule			
Project Title: Groundwater Sustainability Plan Development for the Upper Ventura River Basin			
Budget Category		Start Date	End Date
(a)	Grant Administration	5/4/2018	6/30/2022
(b)	Model and Studies	1/1/2015	6/30/2021
(b)	Planning Activities	4/21/2017	1/31/2022
(d)	GSP Development and Preparation	12/20/2017	1/31/2022
(e)	GSP Reviews and Approval	1/1/2020	1/31/2022

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements:** The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

**D.3) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.

**D.4) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5) AUDITS:** The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall

be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Wat. Code, § 79708, subd. (b).)

- D.6) **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7) **CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12.
- D.8) **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code Section 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement.
- D.11) **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

- D.12) **CONFLICT OF INTEREST:** All participants are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.14) **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.15) **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355.
  - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i) The dangers of drug abuse in the workplace,
  - ii) The Grantee's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
- i) Will receive a copy of the Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.

D.16) **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

D.17) **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist, that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.18) **GRANTEE'S RESPONSIBILITY.** The Grantee and its representatives shall:

- a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Project Exhibit B and Exhibit C.
- b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- c) Comply with all applicable California, federal, and local laws and regulations.
- d) Implement the Project in accordance with applicable provisions of the law.
- e) Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- f) Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- g) Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.



- h) Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- D.21) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.24) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.25) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the

amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.27) **NONDISCRIMINATION:** During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.28) **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29) **PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
- D.30) **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.
- D.31) **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.32) **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Project Completion Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.33) **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov.

Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

- D.34) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.35) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- a) The Grantee, its contractors, or subcontractors have made a false certification, or
  - b) The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.36) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.
- D.37) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.38) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12.
- D.39) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41) TIMELINESS: Time is of the essence in this Grant Agreement.
- D.42) TRAVEL – DAC, EDA, or SDAC PROJECT/COMPONENT: If a Project/Component obtains a DAC, EDA, or SDAC Cost Share Waiver, the Grantee may submit travel and per diem costs for eligible reimbursement with State funds. Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. All travel approved expenses will be reimbursed at the percentage rate of the DAC, EDA, or SDAC Cost Share Waiver. For example, if the Grantee obtains a 100% Waiver, 100% of all approved travel expenses can be invoiced for reimbursement. If the Grantee obtains a 50% Waiver, only 50% of eligible travel expenses will be reimbursed by these grant funds.

- D.43) TRAVEL – NON-DAC, EDA, or SDAC PROJECT/COMPONENT: The Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, unless the Grantee's service area is considered a DAC, EDA, or SDAC. The Grantee also agrees that travel and per diem costs shall NOT be eligible for computing Grantee Local Cost Share. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.44) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- a) No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - b) The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - c) The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - d) If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.45) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION ACCEPTING FUNDS**

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

**RESOLUTION NO. 2017-4**

**A RESOLUTION OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY  
(AGENCY) AUTHORIZING APPLICATION TO THE CALIFORNIA DEPARTMENT  
OF WATER RESOURCES (DWR) SUSTAINABLE GROUNDWATER PLANNING  
GRANT PROGRAM**

**WHEREAS**, DWR released the final proposal solicitation package for groundwater sustainability plans and projects on September 8, 2017; and

**WHEREAS**, the Upper Ventura River Groundwater Basin qualifies for funding;

**NOW, THEREFORE**, the Board of Directors of the Upper Ventura River Groundwater Agency does hereby resolve 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 Upper Ventura River Groundwater Sustainability Agency and Plan. The Board Chair of the Upper Ventura River Groundwater Agency 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.

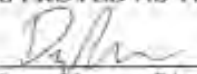
**PASSED, APPROVED, AND ADOPTED** this 12th day of October, 2017.

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

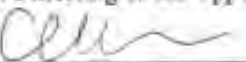
**ATTEST:**

  
\_\_\_\_\_  
Cece Vandermeer  
Executive Director

**APPROVED AS TO FORM:**

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

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Upper Ventura River Groundwater Agency held on October 12<sup>th</sup>, 2017.

  
\_\_\_\_\_  
Cece Vandermeer  
Executive Director, serving as clerk of the Board

## **EXHIBIT F**

### **REPORT FORMATS AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For the Project, or each component, discuss the following at the task level, as organized in Exhibit A:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **COMPLETION REPORT**

The Completion Report shall generally use the following format provided below for each Component or Project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of the Groundwater Sustainability Plan (GSP) that meets all the requirements of the GSP Regulations (for GSP Development Projects), or verification (e.g., acceptance email, or other approved documentation from SGMA), that the GSP was submitted to DWR as required.
- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final Component schedule showing actual progress versus planned progress

Additional information that may be applicable for Implementation Projects and/or Components includes the following:

- As-built drawings
- Final geodetic survey information
- Project or Component photos

### **Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

### **Additional Information**

- Benefits derived from the Component, with quantification of such benefits provided, applicable for Implementation Components.
- A final project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report

## **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the SGWP Grant Program funded by this Grant Agreement, and includes the following:

### **Executive Summary**

The Executive Summary consists of a maximum of ten (10) pages summarizing information for the grant as well as the individual components.

### **Reports and/or products**

- Brief comparison of work proposed in the original 2017 SGWP Grant application and actual work done.
- Brief description of the Project or components completed and how they achieve either or both of the following:
  - Serve SDAC(s) and support groundwater sustainability planning and management in the basin (Implementation Projects); and/or
  - Support planning, development, and/or preparation of GSP(s) that will comply with and meet the requirements of the GSP Regulations (GSP Development Projects).
- Identify remaining work and mechanism for their implementation (Implementation Projects).
- If applicable (e.g., if a DAC, EDA, or SDAC Cost Share Waiver was approved), a discussion of the benefits to DAC, EDA, and/or SDAC as part of this Grant Agreement.

### **Cost & Disposition of Funds Information**

- A summary of final funds disbursement for the Project, or each component.

### **Additional Information**

- Summary of the submittal schedule for the Post Performance Reports applicable for the Project, or each of the components in this Grant Agreement.

**POST-PERFORMANCE REPORT**

The Post-Performance Report should be concise, and focus on how (each/the) project or component is actually performing compared to its expected performance; whether the project or component is being operated and maintained, and providing intended benefits as proposed (for Implementation Project or components). The Post-Performance Report should follow the same general format and provide requested information as required to be included in the Project Monitoring Plan (Exhibit K). As applicable, the following information, at a minimum, shall be provided:

**Reports and/or products**

- Time period of the annual report (e.g., January 2018 through December 2018)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits as stated in the original 2017 SGWP Grant application. Where applicable, the reporting should include quantitative metrics (i.e., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project and/or Component Monitoring Plan discussed in Paragraph 18 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.



## **EXHIBIT G**

### **REQUIREMENTS FOR DATA SUBMITTAL**

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit F.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. (CEDEN website: <http://www.ceden.org>).

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [http://www.swrcb.ca.gov/water\\_issues/programs/gama/contact.shtml](http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml)

#### **Groundwater Level Data**

The Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. The Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the Grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit F. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/Programs/Groundwater-Management/Groundwater-Elevation-Monitoring--CASGEM>

## EXHIBIT H

### STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR GRANTEES

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

#### **State Audit Document Requirements**

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for the Grantee's receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

**Cost Share Guidelines**

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

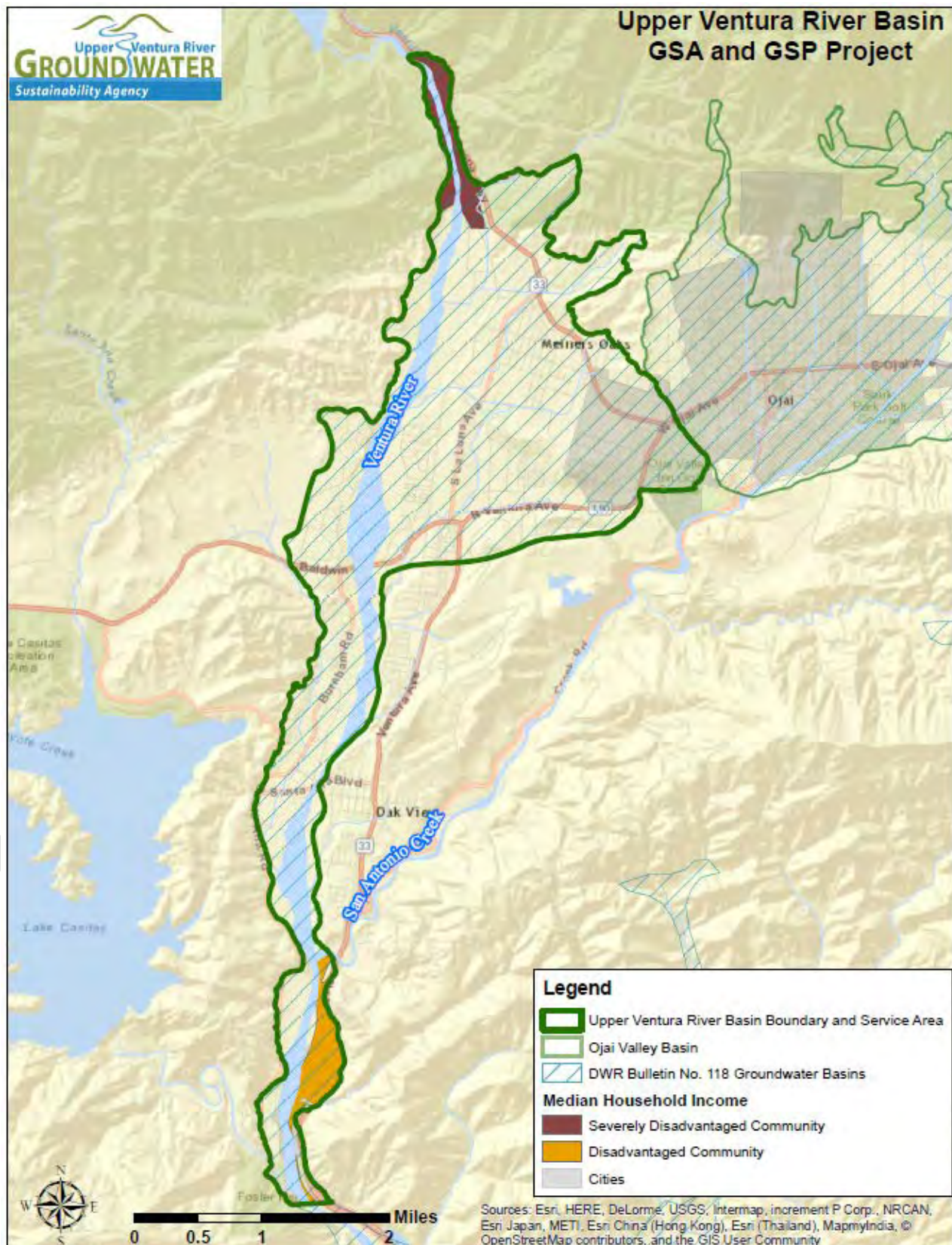
1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)
  - b. Purpose for which the contribution was made (tied to project work plan)
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. Person's name and the function of the contributing person
  - f. Number of hours contributed
  - g. If multiple sources exist, these should be summarized on a table with summed charges
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Cost Share contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical

personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.

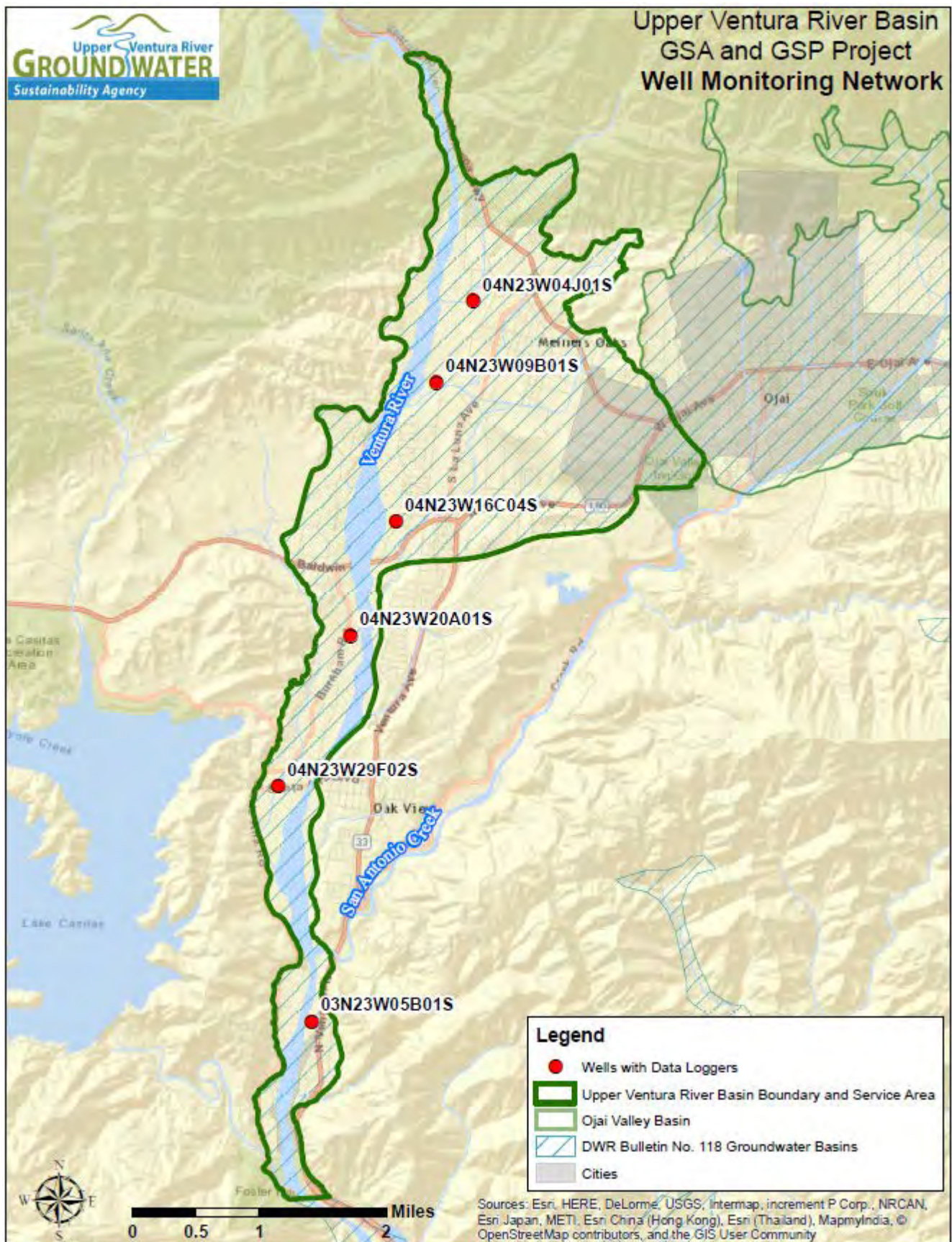
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting system.

DRAFT

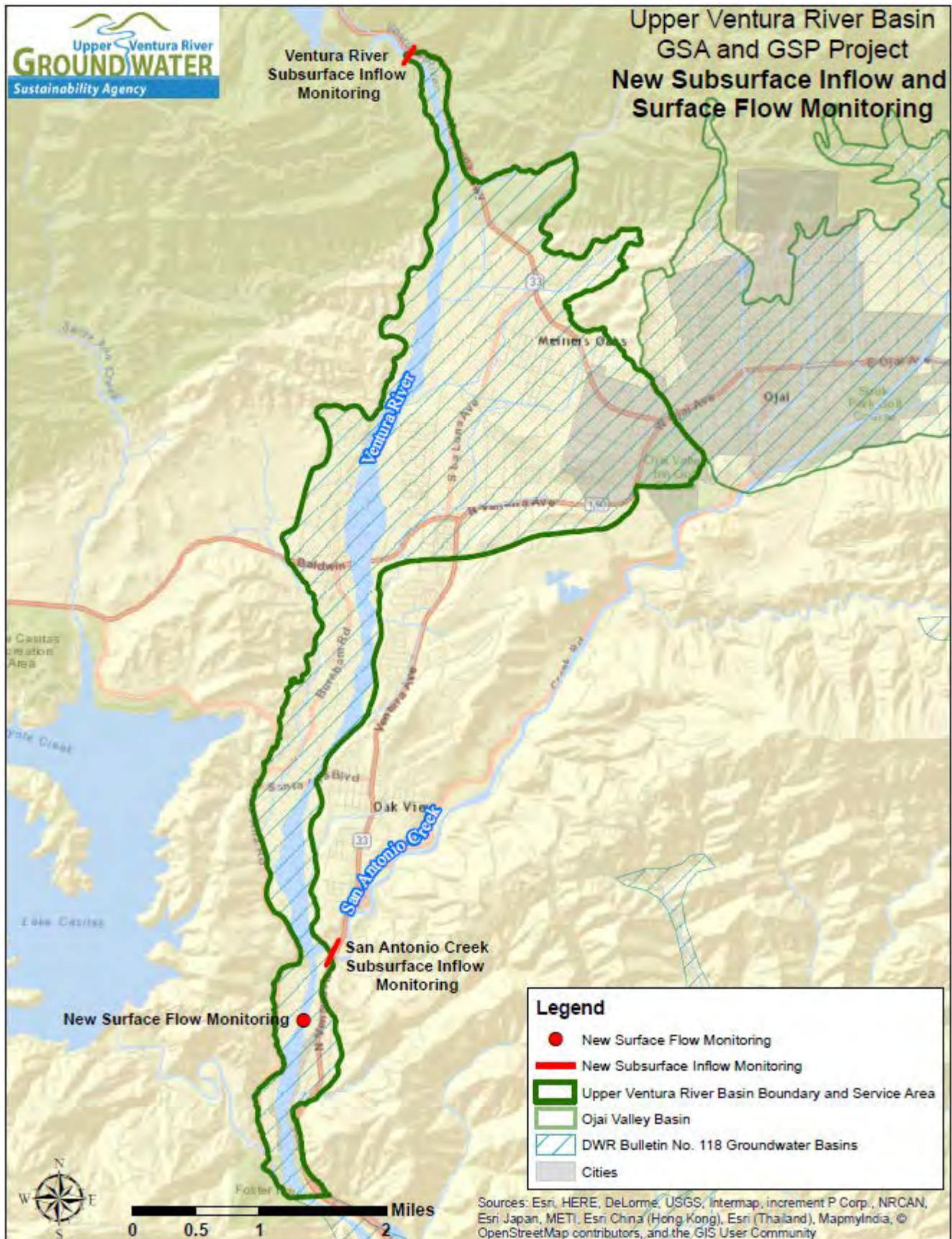
## EXHIBIT J PROJECT LOCATION











## **EXHIBIT K**

### **MONITORING PLAN**

#### Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented

#### Monitoring Plan

- Monitoring Metrics (e.g., Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (e.g., irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (e.g., percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (e.g., paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (i.e., who is who is responsible for monitoring and maintenance)
- Implementing responsibility (i.e., conducting monitoring and/or maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)



**UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 7(b)**

**DATE:** October 11, 2018

**TO:** Board of Directors

**FROM:** Board Chair and GSP PM

**SUBJECT:** State Water Resources Control Board Groundwater-Surface Water Workshop

**SUMMARY**

The State Water Resources Control Board (SWRCB) has scheduled a Groundwater-Surface Water Workshop on December 3, 2018 in Sacramento. The goal of the workshop is to provide water managers, including GSAs and others, with a menu of approaches to consider as they contemplate managing depletions of interconnected surface water. The attached meeting notice provides further details. Because depletion of interconnected surface water will be a central issue for the UVRGA GSP, it is recommended that the Board Chair and GSP PM attend the workshop. Because the workshop is scheduled for 9 AM, it will be necessary to fly to Sacramento the night before the workshop (there are no flights early enough on December 3 to ensure arrival before the meeting begins).

**RECOMMENDED ACTION**

It is recommended that the Board authorize the Board Chair and GSP PM to attend the SWRCB Groundwater-Surface Water Workshop for an amount not-to exceed \$3,200.

**BACKGROUND**

None.

**FISCAL SUMMARY**

The FY 18/19 budget includes \$16,000 for GSP Sustainable Management Criteria.

**ATTACHMENTS**

A. SWRCB Notice of Public Workshop - Groundwater-Surface Water Workshop

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ G. Shephard\_\_\_\_ D. Engle\_\_\_\_ K. Brown\_\_\_\_ L. Rose\_\_\_\_ E. Ayala\_\_\_\_

## State Water Resources Control Board

# NOTICE OF PUBLIC WORKSHOP

## Groundwater-Surface Water Workshop

December 3, 2018 – 9:00 a.m. - to 4:00 p.m.

Joe Serna Jr. - CalEPA Headquarters Building  
Klamath Room  
1001 I Street, Second Floor  
Sacramento, CA 95820

**NOTICE IS HEREBY GIVEN** that the State Water Resources Control Board (State Water Board or Board) will hold a public staff workshop to help California water managers identify options and better prepare, plan, and account for new Sustainable Groundwater Management Act (SGMA) requirements and the impacts of groundwater pumping on surface water instream flows. This will be an informational workshop only and the State Water Board will take no formal action.

### WORKSHOP OVERVIEW

The workshop will include

- Discussion of surface water depletion requirements and authorities under the California Water Code and California Constitution (SGMA, public trust, waste and unreasonable use).
- Presentations by experts on potential strategies for preventing or managing depletions based on realistic scenarios.
- Opportunities for attendees to weigh-in on the benefits and drawbacks of those strategies.

The goal of the workshop is to provide water managers, including GSAs and others, with a menu of approaches to consider as they contemplate managing their own watersheds to prevent or manage depletions of interconnected surface water.

### PROCEDURAL MATTERS

The workshop will be informational only. While a quorum of the State Water Board may be present, the Board will not take formal action at the workshop. There will be no sworn testimony or cross-examination of participants, but the State Water Board and its staff may ask clarifying questions. Time allowing, attendees will be invited to ask questions or provide comments on the topics of presentation.

**Meeting Space is limited. To attend, please RSVP to [SGMA@waterboards.ca.gov](mailto:SGMA@waterboards.ca.gov) by October 21, 2018.**

**DOCUMENT AVAILABILITY**

Workshop agenda and related materials will be made available on the State Water Board website at [https://www.waterboards.ca.gov/water\\_issues/programs/gmp/sgma.html](https://www.waterboards.ca.gov/water_issues/programs/gmp/sgma.html).

Notices and submittals are available electronically at [http://www.waterboards.ca.gov/board\\_info/calendar/index.shtml](http://www.waterboards.ca.gov/board_info/calendar/index.shtml)

**PARKING AND ACCESSIBILITY**

For directions to the Joe Serna, Jr. (CalEPA) Building and public parking information, please refer to the map on the State Water Board website:


<http://www.calepa.ca.gov/headquarters-sacramento/location/>.

The CalEPA Building is accessible to persons with disabilities. Individuals requiring special accommodations are requested to call (916) 341-5254 at least 5 working days prior to the meeting. Telecommunications Device for the Deaf (TDD) users may contact the California Relay Service at (800) 735-2929 or voice line at (800) 735-2922.

All visitors to the CalEPA Building are required to sign in and obtain a badge at the Visitor Services Center located just inside the main entrance (10<sup>th</sup> Street entrance). Valid picture identification may be required. Please allow up to 15 minutes for receiving security clearance.

For additional information about the workshop, please email [SGMA@waterboards.ca.gov](mailto:SGMA@waterboards.ca.gov) or call (916) 322-6508.

October 2, 2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeanine Townsend  
Clerk to the Board

## **UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(a)**

**DATE:** October 11, 2018

**TO:** Board of Directors

**FROM:** Ad Hoc Budget Committee

**SUBJECT:** Multi-Year Budget

### **SUMMARY**

The draft multi-year budget has been updated by the GSP PM and reviewed by the Ad Hoc Budget Committee. The updates reflect the current state of grant agreement negotiations with DWR and feedback received from the Board on September 13, 2018.

The Board requested deferral of FY 18/19 costs where possible. All or portions of Task 2.4 Water Year Analysis, Task 2.5 Subsurface Inflow, Task 4 GSP Plan Area and Basin Setting, and Task 5 Sustainable Management Criteria were deferred.

Changes to the draft grant agreement since September are such that the Agency can now expect reimbursements to begin sooner for grant administration and pre-GSP planning activities (e.g. fee study), but the Agency will have to wait longer for reimbursements for other activities (i.e. data gap studies and GSP).

The bottom line is that current fiscal year revenue needs have been significantly reduced and revenue needs are now more evenly spread across the next several years, as compared to the September version of the draft budget.

It is important to recognize that the draft grant agreement is still under review by DWR. The DWR Point of Contact and local office (Glendale) have approved the agreement, but reviewers at headquarters (Sacramento) could potentially override the local office recommendations. Thus, the amount and timing of grant reimbursements remains subject to change.

### **RECOMMENDED ACTION**

It is recommended that the Board of Directors discuss an updated draft of the multi-year budget prepared by the Ad Hoc Budget Committee and provide feedback to the committee concerning the budget and operating reserves.

### **BACKGROUND**

The multi-year budget includes the current fiscal year through FY 23/24. Grant income and expenditures are estimated through FY 22/23. After the grant, expenses for legal and GSP Manager are expected to be reduced by 50%. Monitoring and production of an Annual Report will be necessary starting in FY23/24. Continuing expenses such as labor and office support are

multiplied by 3% per year to account for inflation. Anticipated funding needed is included for discussion by the Ad Hoc Funding Options Committee and the Board.

## **FISCAL SUMMARY**

None

## **ATTACHMENTS**

A. Draft Multi-Year Budget

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ G. Shephard\_\_\_\_ D. Engle\_\_\_\_ K. Brown\_\_\_\_ L. Rose\_\_\_\_ E. Ayala\_\_\_\_

UVRGA PRELIMINARY DRAFT LONG RANGE BUDGET - SEPTEMBER 30, 2018							
	FY 19	FY 20	FY 21	FY 22	FY23	FY24	Total
EXPENSE							
Labor							
Payroll	\$ 26,000	\$ 26,780	\$ 27,583	\$ 28,411	\$ 29,263	\$ 30,141	\$ 168,179
Insurance	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 32,342
Total Labor	\$ 31,000	\$ 31,930	\$ 32,888	\$ 33,875	\$ 34,891	\$ 35,937	\$ 200,521
Office							
Rent	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 32,342
Utilities	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 6,468
Postage	\$ 300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348	\$ 1,941
Supplies	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696	\$ 3,881
Office Equipment	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688	\$ 1,739	\$ 9,703
Bank Charges	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696	\$ 3,881
Total Office	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 10,433	\$ 58,216
Professional Services (non grant)							
GSP Manager	\$ 44,000	\$ 45,320	\$ 46,680	\$ 48,080	\$ 24,000	\$ 24,720	\$ 232,800
Legal	\$ 72,000	\$ 74,160	\$ 76,385	\$ 78,676	\$ 35,000	\$ 36,050	\$ 372,271
Website	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 6,468
Accounting	\$ 10,000	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593	\$ 64,684
Annual Report	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 41,200	\$ 81,200
Monitoring	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,900	\$ 60,900
Total Professional (non grant)	\$ 127,000	\$ 130,810	\$ 134,734	\$ 138,776	\$ 141,381	\$ 145,622	\$ 818,323
Grant Tasks							
2.1 Well Monitoring	\$ 4,875	\$ 4,875	\$ -	\$ -	\$ -	\$ -	\$ 9,750
2.2 Interface Monitoring	\$ 20,000	\$ 17,695	\$ -	\$ -	\$ -	\$ -	\$ 37,695
2.3 Private Well Use	\$ 5,000		\$ -	\$ -	\$ -	\$ -	\$ 5,000
2.4 Water Year Analysis	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
2.5 Subsurface Inflow	\$ -	\$ 32,520	\$ 2,520	\$ -	\$ -	\$ -	\$ 35,040
2.6 Surface Water Flow Data	\$ 10,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 18,000
2.7 Natural Habitat Evapotranspiration Analysis	\$ 5,000	\$ 1,870	\$ 1,870	\$ -	\$ -	\$ -	\$ 8,740
3.1 Organizational Activities	\$ 42,000		\$ -	\$ -	\$ -	\$ -	\$ 42,000
4 Plan Area and Basin Setting	\$ 10,000	\$ 64,200	\$ 64,200	\$ -	\$ -	\$ -	\$ 138,400
5 Sustainable Mgmt Criteria	\$ -	\$ 30,000	\$ 103,917	\$ 46,258	\$ -	\$ -	\$ 180,175
6 GSP Chapter 4: Projects and Management Actions	\$ -	\$ 5,000	\$ 20,469	\$ 10,082	\$ -	\$ -	\$ 35,551
7 GSP Chapter 5: Plan Implementation	\$ -	\$ 2,500	\$ 11,470	\$ 5,650	\$ -	\$ -	\$ 19,620
8 GSP Introduction, Executive Summary, References & Appendices	\$ -	\$ 2,500	\$ 10,486	\$ 5,165	\$ -	\$ -	\$ 18,151
9 GSP Reviews and Approvals and Final Document Preparation	\$ -	\$ -	\$ -	\$ 33,660	\$ -	\$ -	\$ 33,660
10 Project Administration (Grant Management)	\$ 19,961	\$ 16,481	\$ 16,481	\$ 19,961	\$ -	\$ -	\$ 72,883
Total Grant Tasks	\$ 116,836	\$ 195,641	\$ 231,413	\$ 120,776	\$ -	\$ -	\$ 664,665
Funding for Reserve	\$ 41,000	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Subtotal Expense	\$ 324,836	\$ 376,651	\$ 408,583	\$ 303,261	\$ 186,401	\$ 191,993	\$ 1,791,725
REVENUE							
Total Revenue Needed	\$ 324,836	\$ 376,651	\$ 408,583	\$ 303,261	\$ 186,401	\$ 191,993	\$ 1,791,725
Fund Balance from Prior FY	\$ 69,748						\$ 69,748
Anticipated Grant Payments	\$ 35,784	\$ 89,046	\$ 212,771	\$ 179,953	\$ 112,506	\$ -	\$ 630,061
Anticipated Funding Needed From Members &/or Fees	\$ 219,304	\$ 287,604	\$ 195,812	\$ 123,308	\$ 73,895	\$ 191,993	\$ 1,091,916
RESERVES							
Reserve Balance	\$ 41,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	N/A
YEAR END FUND BALANCE							
Year End Fund Balance	\$ 41,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	N/A

## **UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(b)**

**DATE:** October 11, 2018

**TO:** Board of Directors

**FROM:** Chair Kuebler

**SUBJECT:** Member Agency Budget Contributions

### **SUMMARY**

Contributions from Member agencies has been sole source of funding. Transitioning to a fee basis raises questions about the amount and duration of those contributions.

### **RECOMMENDED ACTION**

Board discussion of Member contributions and Member agency report back at next Board meeting.

### **BACKGROUND**

A multi-year budget is needed to develop an extraction fee. Important issues are: amounts and duration of contribution; and the extent, if any, to which Member contributions are expected to be returned, and if so, the timing.

JPA Article 14.2 provides for Board may fund the Agency "... through voluntary contributions from Members, and through assessments of Member contributions, with the intent that the Agency will reimburse each Member at a later date."

JPA Article 14.3 provides, "The Agency may reimburse Members for all or any part of any contributions made by Members, and any revenues by the Agency may be distributed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; ..."

Does reimbursement intent apply only to assessments?

Is current Member funding considered a voluntary contribution or an assessment?

What expectation is there for return of funds, i.e., are funds loans?

If loans, when would repayment occur and to what extent, i.e., full or partial, and would there be

interest charged?

## **FISCAL SUMMARY**

Undetermined.



## **UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(c)**

**DATE:** October 11, 2018

**TO:** Board of Directors

**FROM:** Agency Staff

**SUBJECT:** Invoice Approval Procedures

### **SUMMARY**

Currently, payments subject to Board approval are typically due within 30 days following receipt of invoices by the Agency, necessitating monthly Board of Directors meetings. As a cost control measure, the GSP PM and Board Chair are recommending changes to the Agency's invoice review and approval procedures to facilitate less frequent board meetings, when prudent.

The current process is as follows: (1) GSP PM invoice review; (2) Board approval; and (3) check signatures by two designated board members (Chair, Vice-Chair, or Secretary). The proposed bylaw changes would shift the invoice approval authority from the full Board of Directors to any two of the three designated signatories, following GSP PM review. Paid invoices would continue to be shown in the financial reports presented to the Board.

The proposed changes would allow invoices to be paid in accordance with contract terms even if the Board of Directors does not meet in a given month. The overarching goal is create flexibility for the Board of Directors to meet every other month instead of monthly (when feasible) to reduce administrative costs. The cost savings would occur because one longer meeting is more cost effective than two separate meetings.

An alternative approach would be to renegotiate payment terms with existing vendors whose payments are subject to Board approval and require longer payment terms for any future vendors.

### **RECOMMENDED ACTION**

It is recommended that the Board of Directors approve Resolution 2018-5 amending the Agency's bylaws to implement revised invoice approval procedures, attached hereto.

### **BACKGROUND**

On July 12, 2018, the Board approved Resolution 2018-4 establishing invoice review procedures and designating check signing authority.

## **FISCAL SUMMARY**

It is estimated that approximately \$2,250 in administrative expenses would be avoided when two Board meetings are combined into single longer meeting. Up to six fewer Board of Directors meetings per year could potentially be realized, which equates to a maximum potential savings of approximately \$13,500.

## **ATTACHMENTS**

A. Draft Resolution 2018-5

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

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler\_\_\_\_ M. Bergen\_\_\_\_ G. Shephard\_\_\_\_ D. Engle\_\_\_\_ K. Brown\_\_\_\_ L. Rose\_\_\_\_ E. Ayala\_\_\_\_

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**BOARD OF DIRECTORS**  
**UPPER VENTURA RIVER GROUNDWATER AGENCY**  
**RESOLUTION NO. 2018-5**

**A RESOLUTION OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY  
(AGENCY) REVISING INVOICE APPROVAL PROCEDURES**

**WHEREAS**, Article 7.2 of the Upper Ventura River Groundwater Agency’s (“Agency”) currently requires the Board of Directors (Board) to approve all warrants and authorize issuance of checks in payment thereof; and

**WHEREAS**, on July 12, 2018, the Board adopted Resolution 2018-04, designating check signing authority and invoice review procedures; and

**WHEREAS**, the Board did thoroughly discuss and determine need for revisions Section 7.2 of the Agency’s Bylaws at its October 11, 2018 Board meeting.

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

Article 7.2 of the Bylaws is hereby repealed in its entirety and replaced as follows:

7.2     Signature of Checks and Approval of Warrants. The GSP Project Manager shall review all warrants for consultant and other GSP-related expenses, other than those warrants submitted by the GSP Project Manager. Following GSP Project Manager review, any two Officers shall have the authority to approve warrants for consultant and other GSP-related expenses and sign checks on behalf of the Agency in payment thereof. Checks for payment of utility bills, postage, payroll, payroll taxes, credit union collections, petty cash, emergency repairs, invoices subject to discount and interfund transfers, and similar payments shall be reviewed, and payment authorized, by any two Officers. All approved warrants shall be presented in a financial summary report to the Board at its next meeting.

PASSED, APPROVED, AND ADOPTED this 11th day of October, 2018.

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

ATTEST:

\_\_\_\_\_  
Cece Vandermeer  
Executive Director

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APPROVED AS TO FORM

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Upper Ventura River Groundwater Agency  
General Counsel

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(d)

DATE: October 11, 2018

TO: Board of Directors

FROM: Chair Kuebler

SUBJECT: Wildlife Conservation Board Grant Proposal “Ventura Watershed Instream Flow Enhancement and Water Resiliency Regional Framework”

SUMMARY

A grant proposal titled “Ventura Watershed Instream Flow Enhancement & Water Resiliency Regional Framework” was submitted to the Wildlife Conservation Board on 9-4-18 seeking \$1.8 million on behalf of the Ventura County Resource Conservation District. Letters of support have been submitted by a variety of agencies, organizations, individuals, and governments. The issue for the Board is whether to support the proposal, submit comments, or take no action. A link to grant proposal is <https://drive.google.com/open?id=1WftQJtbTyR0LAVK0w3TCLGyRaOgNr5b>. and is posted on the Agency’s website under Latest News.

RECOMMENDED ACTION

Board discussion of grant proposal and direction to Board Chair.

BACKGROUND

Conceptually this grant is an opportunity to voluntarily attain instream flow objectives with a possibility of grant funding for projects necessary to achieve instream flow. A Water Board mandate for instream flow would prevent project grant funding.

The grant requires that “projects must measurably enhance stream flows at a time and location necessary to provide fisheries or ecosystem/habitat benefits or improvements that enhance existing flow conditions and are greater than required applicable environmental mitigation measures or compliance obligations.”

The proposal addresses this as follows: “Through the WCB 2017 Integrated Water Strategies (IWS) Planning Project (currently underway), key planning elements have been identified which,

when integrated by this proposed Framework project, will generate 100% design plans and permitting to deliver 25 regional implementation-ready projects that will contribute an additional 4,555.28 AFY or 6.24 cfs to instream flow and multi-beneficial uses. As such, this project will develop an integrated voluntary strategy to complement the State Water Resources Control Board (SWRCB) instream flow targets and address water and resource depletion in a landscape shaped by prolonged drought and unprecedented wildfire and erosional events.” (page 5) “Upon completion of these planning elements will also include due diligence on firming Instream Flow Targets and method of creating long-lasting, permanent forbearances, water banking and other innovative voluntary water management transactions to rehydrate critical stream reaches in the Ventura Watershed.” (page 68)

A map of projects is in Attachment A and summary listing showing water developed is in Attachment B.

UVRGA’s primary interest is in the five planning grant projects in the Upper Ventura River, with one project, Ventura River Infiltration BMP for Instream Flow Enhancement, expected to produce 1,500 AFY. This was suggested by VRWD to investigate loss of recharge caused by Thomas Fire. Given the instream flow enhancement purpose of grant, this raises a question of re-allocation for water from municipal to instream use and has implications for determining a minimum threshold for instream uses.

The proposal refers to UVRGA as follows: “The Upper Ventura River GSP is in its nascent formation, with data gap filling and data collection efforts well underway. The Upper Ventura River Groundwater Sustainability Agency (UVRGSA) is entering into a collaborative planning effort with the Ventura Ojai Water Agency Partnership and the OBGMA to coordinate the management of water resources flowing in and out of both basins, as well as Lake Casitas. The proposed planning Framework will allow for greater collaboration and emergent actions that pertain to a greater value of enhanced instream flow. As a result, UVRGSA will be prepared for implementation early on in the GSP formation to increase pace of restoration and balanced management of the basin.” (page 22)

Most of these planning grant projects (20) are in the San Antonio Creek watershed and are expected to contribute about 3,000 AFY. These projects would enhance this important Creek habitat and benefit the important summering habitat in Ventura River wet reach.

If grant funding is obtained, it would begin in June 2019. Unclear is any obligation a supporting organization would have to proceed with a planning project if it decides to withdraw from the

grant activity. Also, the recharge project may be unnecessary if high river flows scour fine sediments and restore percolation.

## Water Rights

Among the 44 issues required to be addressed in grant proposal are 15 dealing with water rights. These begin on page 148. Initiation of new water rights is discussed on page 158 and forbearance agreements on pages 163-164 where the following appears:

“This WCB Project will plan and consider how multiple parties will contribute a measurable increment of instream flow that enhances seasonal flows in designated reaches and lengths of San Antonio Creek and the Ventura River to the Pacific Ocean.

“Legal will pre-evaluate and consider whether to couple use of Section 1707 with a simultaneous WCB 20-year forbearance agreement to ensure the WCB and State of California obtain the certainty that their investments deliver the sought durability of enhancements to streamflow.

“Distinct from a 1707 dedication, a forbearance agreement enhances stream flow for a given time - temporary to permanent - to the next point of diversion. Forbearance agreements are attractive in large part because they can accomplish targeted conservation objectives, e.g. Point A to B, at less cost, with more certainty, and in less time. However, they are typically only for a certain term of years, and do not necessarily protect stream flow beyond the next point of diversion.

“This WCB Project Team anticipates an express understanding between WCB, the RCD, and WCB Project landowners to ensure the public enhancement flow benefits can be secured for at least 20 years. This recorded encumbrance on title combined with use of Water Code Section 1707 will ensure that at the end of the 20-year agreement the landowner will regain the full unencumbered right to use the full amount of water as diverted pre-WCB Project.”

## FISCAL SUMMARY

None.

## ATTACHMENTS

A. Grant Proposal Table 9: Task 3 Project Site Summary Table

B. Map showing sites of 25 projects

Action:

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Motion: \_\_\_\_\_ Second: \_\_\_\_\_

B. Kuebler \_\_\_ M. Bergen \_\_\_ G. Shephard \_\_\_ D. Engle \_\_\_ K. Brown \_\_\_ L. Rose \_\_\_ E. Ayala \_\_\_



## ATTACHMENT A

**Table 9: Task 3 Project Site Summary Table**

Site #	Agency /Landowner	HCU Basin Unit/GW Basin Unit/Planning Project Title	Short Description of Task 3 Planning Project	Minimum Estimated Instream Flow Enhancement Targets (AFY)
1	Ojai City	East Topa Topa Aggregate Neighborhood Recharge for Instream Flows	A neighborhood scale planning, outreach, and design project targeting stormwater recharge and reuse within a group of residential homes in the East Topa Topa neighborhood. The focus will be on site scale implementation of rainwater capture and reuse, greywater reuse, and mechanical water reuse (see Project #4) along with neighborhood focused stormwater recharge projects. Recharge projects will be decentralized to (1) capture runoff from streets and sidewalks while providing urban greening and reducing heat island effects and (2) infiltrate, treat and slow runoff prior to discharge to San Antonio Creek to enhance instream flows and change its peak hydrograph. The project will pilot a City-wide policy encouraging and supporting residents to adopt conservation, recharge and reuse. Baseline monitoring and stream gage correlation for planned implementation will occur within this project through Project # 10 through OBGMA.	122
		San Antonio/OBGMA		
2	Ojai City	Downtown South Aggregate Neighborhood Instream Flow Recharge Project	A neighborhood scale planning, outreach, design, and policy project, targeting on-site reuse within a group of residential homes in the Downtown South neighborhood, geographically located on the perched aquifer of the OBGMA basin. The focus will be on site scale implementation of rainwater capture and reuse, greywater reuse, and mechanical water reuse (see Project #4) along with neighborhood focused stormwater recharge projects. Recharge projects will be decentralized to (1) capture runoff from streets and sidewalks while providing urban greening and reducing heat island effects and (2) infiltrate, treat and slow runoff prior to discharge to San Antonio Creek to enhance instream flows and change its peak hydrograph. The project will pilot a City-wide policy encouraging and supporting residents to adopt conservation, recharge and reuse. Baseline monitoring and stream gage correlation for planned implementation will occur within	136

			this project through Project # 10 through OBGMA.	
		San Antonio/OBGMA		
3	Ojai City	Signal Road/Grande Avenue Recharge Project	This demonstration project will pilot integrated complete street and stormwater management strategies to benefit instream flows and water supply resiliency. Runoff will be directed to a City owned lot retrofitted with bioswales to maximize infiltration of adjacent roadway runoff and runoff from Signal Street to the north. The project includes new walkways within the City lot and to the west of Signal Street, consistent with the proposed Complete Street concept to improve pedestrian access and safety. Baseline monitoring and stream gage correlation for planned implementation will occur within this project through Project # 10 through OBGMA.	90
		San Antonio/OBGMA		
4	Ojai City	Water Wise and Recharge Incentive Program to Promote a Healthy Ventura Watershed	Plan programmatic elements, outreach tools, general plan language, potential water ordinances/resolutions to promote healthy hydrograph and groundwater temporal management for increased summer base flows in Ventura River and healthy habitats. Successful strategies such as rainwater, greywater stormwater LID, and Ocean Friendly Gardens will be the toolkit employed in the incentive program. Lessons learned will be documented for other community models with instream flow degradations and drought conditions. Water conserved will also be monitored through the Project #4 in partnership with OBGMA.	350
		all		
5	VRWC	Ventura River Infiltration BMP for Instream Flow Enhancement	To better understand, measure, monitor and solve post-Thomas Fire post-fire sediment-ash 'cap' preventing infiltration in creek bed gravels of the Ventura River. Described in greater detail below, this includes (Task 1) more detailed groundwater level monitoring, surface water monitoring, water quality monitoring, (Task 2) geotechnical studies, and (Task 3) pilot remediation efforts at various scales. Understanding the details of the Thomas Fire event on this system is especially important in addressing potential solutions to the problem, but	1500



			also in actively managing sediment loads in rivers following fires elsewhere.	
		all		
6	VRWC	Pumping Regime/Balancing	Determine temporal and geographical impacts on well extractions on surface and groundwater on instream flows. From this, implementation strategies will be implemented to enhance instream flows.	0
		Matilija/UVRGSA		
7	VRWC	Rainwater and Greywater Reuse/Ocean Friendly Gardens Landowner Incentive Program	Develop a program small agencies can implement to administer grant funding for rainwater capture, grey water reuse and re-landscaping for 100% outreach to the VRWD 2,150 customers with a population of 5,700 people. Potential greywater (0.56 AFY) and rainwater harvesting potential, (153 AFY average precipitation) will be used to create targets on Program Objectives.	28
		Matilija/UVRGSA, San Antonio/OBGMA		
8	OVLG/VWC	Ventura Watershed Temporal Management Plan for Removal of Arundo donax for Instream Flow	Generate Stakeholder Participation Plan on how to gain landowner access to remaining 1 mile, or 12 acres of noxious stands of Arundo donax in Ventura River Watershed, update crucial GIS files and finalize permitting and discover opportunities for implementation partnerships.	240
		Matilija/UVRGSA, San Antonio-Lyon/OBGMA		
9	Katz Farms	Katz Orchard Best Management Efficiency for Reduced Consumptive Use and Recharge to Enhance Flows for San Antonio Creek	The Katz Orchard Farms, adjacent to San Antonio Creek and the San Antonio Spreading Grounds stormwater project seeks to maintain or increase crop yield on 20 acres of avocado and citrus, while reducing water demands through various BMPs suited to enhance instream flow through reduced consumptive use, or direct recharge, automate the manual and inefficient irrigation system, install smart irrigation controllers with Internet access, fully mulch and add biosolids to build soil carbon, and provide the grove as a "lessons learned" for other farmers in the region. Groundwater and vegetative monitoring are objectives to better evaluate and understand these BMPs for enhance instream flow.	48.5

		San Antonio/OBGMA		
10	OBGM A	Baseline Monitoring of Projects for Instream Flow Evaluation	To better understand the relationships between perched aquifer recharge, storage, and discharge to San Antonio Creek and the deeper production aquifer recharge, storage, and groundwater production, as well as provide critical characterization and baseline data for Task 3 projects implementation monitoring and performance evaluation.	0
		San Antonio/OBGMA directly Matilija/UVRGSA, (Indirectly)		
11	USFS	Fire Restoration BMPs to Enhance Instream Flow	Identify and plan to implementation 5-8 regional usfs sites in the Wildland Urban Interface and desired slopes that can intersect USFS priorities with instream flow enhancement within the Ventura River Watershed.	16
		all		
12	VCRCD/ Crew/O VLC	Transition for Oranges to California Natives	To plan a successful implementation and incentive plan to reduce consumptive use and recharge critical water supplies connected to instream flows of the Ventura River system through transitioning crop type to natives or other xeric species.	1100
		San Antonio/OBGMA Matilija/UVRGSA		
13	SCMW C	East End Instream Flow Time Management Planning	To generate innovative plans for temporal water supply transactions, as well as final plans for mechanical implementation, to allow for summer base flow recharge in the San Antonio watershed, and to provide due diligence on voluntary water transaction for Mutual Water Company on portion of non-diverted waters.	250
		San Antonio/OBGMA		



14	Thacher School	Peak Flow Pilot Project	The Peak Flow Retention Design and Planning Framework to Enhance Stream Flows in Thacher Creek demonstrates a streamlined process for changing water use patterns to enhance streamflows during low-flow periods in critical Southern Steelhead habitat. The Thacher School will cease low flow period withdrawals in San Antonio Creek, adding a cumulative minimum of 47.14-acre feet. Water will be diverted and stored during peak storm events, when considerable excess flows are available.	47.14
		San Antonio/OBGMA		
15	Thacher School	Orchard BMP Laboratory for Thacher Creek Flow Enhancement	To create 100% design plans to reduce consumptive use of Thacher Creek and Senior Canyon sourced water on 41 acres agricultural orchards through testing of various BMPs, such as stormwater recharge through earthworks, irrigation efficiencies, selective and temporal pruning, etc. This project will provide detail plans and evaluation criteria to not only enhance instream flows, but provide critical demonstration to regional orchard managers, as well as the students and visitors to The Thacher School campus.	75.8
		San Antonio/OBGMA		
16	OUSD	Matilija Middle School Stormwater LID Demonstration Project or a Hydrated Ventura River	Design and engineering of stormwater LID demonstration projects on the Matilija campus creating effective onsite water management tied directly to instream flow, riparian habitat and overall watershed health through hands-on environmental education. The desired outcome of plan development is to be prepared to ask for implementation funding with 100% shovel ready designs completed for sites identified and prioritized during the planning process. Implementation of the plan will ultimately result in a range of interconnected multiple benefits. Cumulatively the impact of many projects in Ojai Valley Schools will help foster watershed literacy and stewardship for a resilient future.	4.8
		San Antonio/OBGMA		
17	OUSD	Matilija Rainwater Capture Demonstration for a Hydrated Ventura River	Design and engineering of Rainwater Capture demonstration projects on the Matilija campus creating effective onsite water reuse and hands-on environmental education. The desired outcome of plan development is to be prepared to ask for implementation funding with 100% shovel ready designs completed for sites identified and prioritized during the	0.2

			planning process. Implementation of the plan will ultimately result in a range of interconnected multiple benefits. Cumulatively the impact of many projects in Ojai Valley Schools will help foster watershed literacy and stewardship for a resilient future.	
		San Antonio/OBGMA		
18	OUSD	Meiners Oaks Elementary Stormwater BMP and Learning Lab Demonstration for a Hydrated Ventura River	Design and engineering of a Learning Lab with multiple stations along a "water cycle path" that weaves through the Meiners Oaks School campus. This path will link multiple stormwater BMP demonstration projects creating effective onsite water management and hands-on environmental education. The desired outcome of plan development is to be prepared to ask for implementation funding with 100% shovel ready designs completed for sites identified and prioritized during the planning process. Implementation of the plan will ultimately result in a range of interconnected multiple benefits. Cumulatively the impact of many projects in Ojai Valley Schools will help foster watershed literacy and stewardship for a resilient future.	4
		Matilija/UVRGSA		
19	OVI	Ojai Valley Inn Golf Course Redesign for Healthy Habitats and Communities	To achieve plans for golf course turf and irrigation redesign that reduces 50%, or 157 AFY of irrigable demand annually, as well as optimizing habitat and critical stormwater recharge elements adjacent to San Antonio creek.	157
		Matilija/UVRGSA, San Antonio/OBGMA		
20	OVI	Ojai Valley Inn Central Landscape Redesign for Healthy Habitats and Communities	To achieve water wise landscape plans for central landscaped areas of up to 40 acres and irrigation redesign that reduces 60% of irrigable demand, as well as optimizing habitat and critical stormwater recharge elements adjacent to San Antonio creek.	32
		Matilija/UVRGSA, San Antonio/OBGMA		



21	OVI	Ojai Valley Inn Water Reuse for Healthy Habitats and Communities	To achieve 100% design plans and permits for alternative water sourcing through LID treatments such as stormwater, rainwater, brackish water, mechanical water, and greywater to be compatible with water wise landscape and non-potable indoor uses. Targets are to offset 38-60% of non-potable water demand, as well as optimizing habitat and critical stormwater recharge elements from LID actions adjacent to San Antonio creek.	286
		Matilija/UVRGSA, San Antonio/OBGMA		
22	OVI	Invasive Tree Removal and Oak Woodland Health Habitat Plan	To achieve 100% design plans and permits for removing and water quantification of invasive trees on over 200 acres. Additionally, this planning element will ascertain health of adjacent oak woodlands, to plan for BMPs to ensure healthy woodland, during and after invasive tree removal activities. Lastly, it will inform where new native plantings in areas of invasive tree removal will be beneficial or best left to natural succession in wildland urban interfaces.	45
		Matilija/UVRGSA, San Antonio/OBGMA		
23	OVI	Ojai Valley Inn Stormwater Detention/Retention Planning for San Antonio Instream Flows	To achieve 100% design plans and permits for both stormwater detention and retention opportunities on over 120 acres adjacent to San Antonio Creek, as well as overlying the perched aquifer contributing to summer base flows of the San Antonio (Kear 2018). Targets are to evaluate baseline temporal interstitial flows to creek through data collection as well as monitor reduced consumptive use from retained stormwater supplies used for turf irrigation blending opportunities.	20
		Matilija/UVRGSA, San Antonio/OBGMA		
24	VCRCD	Ventura Bike Path Planning for Instream Flow BMPs	The VRT winds through urban, industrial, disadvantaged communities and agriculturally-zoned lands within 0.5 mile of the Ventura River and all three groundwater basins that supply the river. This planning project will enhance instream flows through direct recharge and reduced consumptive use projects planned along the bike trail, as well as through expanding critical public outreach and education of those projects conducted through interpretive exhibits. Such tasks include assessment and prioritization of irrigation offsets, stormwater BMPs for watershed rehydration, as well as climate adaptation treatments to enhance instream	2.5

			flows and opportunity for education and demonstration along the entire Ventura River Trail (VRT). Completion of this plan will allow implementation funding asks by the VCRCD for 100% shovel ready designs focused on instream flow enhancement along the trail as well as highlighting regional significance of flows in the Ventura River Watershed. It will select sites identified and prioritized during the planning process. Cumulatively, the impact of many linked projects will help build resilient ecosystems and communities, as well as create a powerful environmental and educational experience of traveling through a unique watershed.	
		Matilija/UVRGSA, San Antonio/OBGMA		
25	MOWD	Pumping Regime/Balancing for Instream Flow and Water Quality	Determine temporal and geographical impacts on well extractions on surface and groundwater on instream flows as well assessing impact to nutrient loading. From this critical characterization, implementation strategies will be implemented and refined to enhance instream flows.	0
		Matilija/UVRGSA		



# WATER MANAGEMENT FRAMEWORK FOR INSTREAM FLOW ENHANCEMENT & WATER RESILIENCY

## PRE-IDENTIFIED KEY ACTIONS READY FOR PLANNING TO 100% WCB INSTREAM FLOW GRANT 2019

This project will enhance disconnected instream flow enhancement (IFE) and water resiliency planning initiatives throughout Ventura River Watershed (VRW) into a framework that uses best available science and stakeholder involvement to maximize connected water resources. Key water agencies and stakeholders will utilize this framework approach through identification of collaborative/cooperative use opportunities. This project will support benefit(s) beyond instream flow by supporting recharge of these aquifers, critical to community health, hazard mitigation and water security. An outcome of developing this regional framework will extend beyond the VRW; the efforts of this project will act as a template that models instream flow targets for other watersheds.

### PROJECT TASKS

Task 1: Project Administration

Task 2: Management Framework and Action Identification

2a: Meetings of Stakeholder Groups to Create Framework

2b: Generation of Catalog of Action Toolkit and Relationship to Existing Plans

Task 3: 100% Design Plan Elements

Task 4: Scalable Recommendations for Instream Flow Water Management

Task 5: Outreach and Education



**UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 8(e)**

**DATE:** October 11, 2018

**TO:** Board of Directors

**FROM:** Agency Staff

**SUBJECT:** Ventura County Watershed Protection District (VCWPD) has requested comments from the Upper Ventura Groundwater Agency (Agency) on an Application for Waiver of Water Well and Permit Prohibitions for 606 S. Rice Road.

**SUMMARY**

Ventura County Watershed Protection District (VCWPD) has (1) received a waiver request to Ventura County's current moratorium on permitting new water wells within medium- and high-priority groundwater basins (Waiver Request), and (2) has requested comments from the Upper Ventura Groundwater Agency (Agency) prior to making a decision on the waiver request.

**RECOMMENDED ACTION**

Provide the following comments to VCWPD.

If VCWPD decides to approve the waiver request, the Agency recommends the approval include the following conditions:

1. Pumping shall be restricted to no more the 2 acre-feet per year with a meter installed on well output.
2. Groundwater use shall be restricted to parcels 018-0-021-375 & -355.
3. Applicant shall be required to perform a geophysical log of the borehole and provide a copy to the County and Agency (SP, short-normal, and long-normal).

## **BACKGROUND**

A County ordinance prohibits new wells until a GSP is approved but allows for granting a waiver under certain conditions, as described in Kimball Loeb's August 16 letter (Attachment 1). Applicants have submitted a Waiver Request to the VCWPD (Attachment 2).

The VCWPD has requested comments from the Agency prior to considering and making a decision on the Waiver Request.

## **FISCAL SUMMARY**

None

## **ATTACHMENTS**

1. Attachment 1: August 26, 2018 letter from Kimball Loeb, VCWPD to Chair Kuebler requesting comment on waiver of water well prohibitions.
2. Attachment 2: August 10, 2018 letter from Marsha Moreno et al to Kimball Loeb, requesting waiver, including denial of service letter from MOWD and a well permit application.

Action:

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Motion: \_\_\_\_\_ Second: \_\_\_\_\_  
B. Kuebler\_\_\_ M. Bergen\_\_\_ G. Shephard\_\_\_ D. Engle\_\_\_ K. Brown\_\_\_ L.  
Rose\_\_\_ E. Ayala\_\_\_

# Ventura County Watershed Protection District



PUBLIC WORKS AGENCY  
JEFF PRATT  
Agency Director

August 16, 2018

VIA EMAIL

Mr. Bruce Kuebler, Chair  
Upper Ventura River Groundwater Agency  
P.O. Box 1779  
Ojai, CA 93024

**SUBJECT: Request for Comment  
Request for Waiver of Ventura County Water well and  
Water Well Permit Prohibitions  
606 S. Rice Rd, Ojai APNs 018-0-021-375 & -355**

Glenn Shephard, Director  
Watershed Protection District

Arne Anselm  
Water Resources

Gerard Kapuscik  
Strategic Resiliency Group

Karl Novak  
Operations & Maintenance

Bruce Rindahl  
Watershed  
Resources & Technology

Peter Sheydayi  
Design & Construction

Sergio Vargas  
Watershed  
Planning & Permits

Dear Mr. Kuebler:

Ventura County Ordinance Code Section 4826.1 prohibits issuance of permits for, and the construction of, new water wells within groundwater basins designated by the California Department of Water Resources as High or Medium Priority Basins. Section 4826.3 identifies specific circumstances under which the Public Works Agency (PWA) Director can consider granting a waiver:

A waiver of the water well and permit prohibitions in Section 4826.1 may be granted by the Director on a case-by-case basis, upon receipt of an application for a waiver and upon the Director's determination that the application demonstrates that:

- a. There are special circumstances or exceptional characteristics of the real property and groundwater which do not apply generally to comparable real property and groundwater conditions in the same vicinity, and that the granting of such waiver will not be detrimental to the condition of groundwater resources; or
- b. Strict application of the prohibition as it applies to the real property or its groundwater conditions will result in practical difficulties or unnecessary hardships inconsistent with the purpose and findings of Ventura County Ordinance No. 4466 and that the granting of such waiver will not be detrimental to the condition of groundwater resources.

The PWA Director's policy is to request comments from the applicable Groundwater Sustainability Agency (GSA) and retail water service provider prior to making his determination on the waiver request.

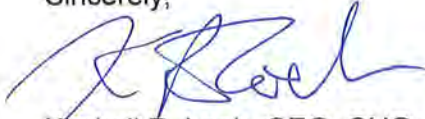
PWA has received a request for a waiver of the well prohibition to install a new domestic well at the subject property, which is within the Upper Ventura River Basin. The property is within



Mr. Bruce Kuebler  
August 16, 2018  
Page 2

the Meiners Oaks Water District, which has a moratorium on new connections. The waiver request, prepared by the applicant's agents Steve Alary and Sherry Stuckey, is attached.

Sincerely,



Kimball R. Loeb, CEG, CHG  
Groundwater Manager  
Water Resources Division

Enclosure: Waiver Request, August 10, 2018 (received August 16, 2018)

Cc: Steve Alary (via email)  
Sherry Stuckey (via email)

K:\Programs\Groundwater\Permits\Well  
Permits\Waivers\2018\_Rice\_Rd\_Ojai\20180816\_APNs\_0180021375&55.docx

Marsha Moreno; Richard and Billie Sumner  
c/o Agent Steve Alary and Sherry Stuckey  
226 Ojai Avenue, 101-255  
Ojai, CA 93023  
[steve.alary@gmail.com](mailto:steve.alary@gmail.com)

Friday, August 10, 2018

Subject: Application for Waiver of the Water Well and Permit Prohibitions

Mr. Kimball R. Loeb  
Ventura County Watershed Protection District  
Groundwater Manager  
Water Resources Division

Dear Mr. Loeb,

Per our telephone conversation dated August 10, 2018, please find a submission of a new well permit application for parcel numbers 0180021375 and 0180021355 situated at South Rice Road in Ojai.

During a Ventura County Board of Supervisors public meeting on October 28, 2014, in which a moratorium was placed on new water wells, Supervisor Steve Bennett inquired of Public Works Agency Director Jeff Pratt, if waivers of water well and permit prohibitions would be available for members of the public whose local water districts' policies preclude the local water district from providing new service to that particular member of the public. Director Pratt indicated in his response to Supervisor Bennett during the public meeting that waivers would be available for members of the public in such circumstances as Supervisor Bennett indicated in his question.

Meiners Oaks Water District, (MOWD) which is the only public supplier in the area, passed a resolution No. 2014-8-1; item #5 (August 19, 2014 attached) which states as follows;

"Installation of water meters or connections to new customers, except as previously authorized, shall not be approved by the district." A rejection of an application for a water meter from MOWD is included herein for your reference.

The proposed well is intended to create a domestic water source. I have a medical condition, which necessitates selling the property, and the Buyers will need a water source. Without approval for a well permit, I would endure extreme

hardship due to the inability to sell my land as its value has been diminished substantially as a result of the moratorium.

Annual groundwater extraction rates are estimated to be between one half and one acre feet per year.

Section 4826.3 Waiver of the Water Well and Permit Prohibitions states:

"A waiver of the water well and permit prohibitions in Section 4826.1 may be granted by the director on a case-by-case basis, upon receipt of an application for a waiver and upon the Directors determination that the applicant demonstrates that:

- A. There are special circumstances or exceptional characteristics of the real property and groundwater which do not apply generally to comparable real property and groundwater conditions in the same vicinity, and that granting of such a waiver will not be detrimental to the condition of groundwater resources.

The application for this water well initially arose out of a feasibility study related to the development of my presently undeveloped parcels described above. All, or a very high percentage of the parcels in the vicinity of the applicants parcels in question are developed and receive water service from MOWD. The applicants' parcels are not developed and cannot receive water from MOWD due to the MOWD policy of not approving new water service. Accordingly, the applicants' parcels are therefore subject to the effects described in section 4826.3A as having "special circumstances" and/or "exceptional characteristics" which do not apply to the parcels in the same vicinity.

I respectfully request any and all of your consideration to allow a Waiver of the Water Well and Permit Prohibitions in connection with the well permit I have submitted. The granting of the waiver is absolutely essential to my ability to sell my asset to help with my medical condition expenses.

Thank you,

*Marsha Moreno Trust*

Marsha Moreno; Richard and Billie Sumner

DocuSigned by:



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DocuSigned by:

*Billie L. Sumner*

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8/15/2018 11:14:47 AM PDT

8/15/2018 11:14:03 AM PDT

## MEINERS OAKS WATER DISTRICT

8/3/2018

Steve Alary  
9452 Telephone Rd #109  
Ventura, CA 93004

Re: Denial of request for a new water service located at 606 S. Rice Rd

Steve,

Thank you for your letter dated July 26, 2018. We are sorry to hear that Mrs. Moreno has suffered so greatly, but also glad to hear that she may be doing better.

Per your request for a new water service located at 606 S. Rice:

Meiners Oaks Water District (District) declared that a stage I Drought existed in 2012, (Resolution 2012-9-5) stage II conditions began in 2014 (Resolution 2014-8-1) and stage III water shortage emergency was declared in July 2016. (Resolution 20160517) Since 2013 the District resolved that no new connections would be allowed due to the drought and our dependency upon Casitas water as our back up source.

Those conditions and dependencies are depicted in our Drought Contingency Plan dated August 16, 2016, and amended January 20, 2017. The Drought Contingency Plan can be viewed on our website at [meinersoakswater.org](http://meinersoakswater.org) see page 8 of the plan.

Those conditions still persist and in fact, are further strained over the last 6 years as Lake Casitas continues to drop.

For the reasons explained above, the District must deny you and Mrs. Moreno's request for a new water service and Will Serve letter for 606 S. Rice Rd.

As requested, I will present your letter accompanied by my response to my Board at our next regular meeting.

Sincerely,  
Mike Hollebrands, G.M.  
Meiners Oaks Water District







County of Ventura  
**APPLICATION FOR WELL PERMIT**  
 800 South Victoria Avenue; Ventura, CA 93009-1610

	Property Owner*	Driller	Registered Inspector
Name	Marsha Moreno; Richard & Billie Sumner	Mike Grasso	
Address	606 South Rice Road, Ojai, CA 93023	3111 Matilija Canyon Road, Ojai, CA 93023	
Telephone	805.216.3700 (Agent)	805.649.5067	
License No.		1026082	
Lic. Exp. Date		4/21	
APN(s)	0180021375; 0180021355		

Type of Work	Use	Proposed Construction
<input checked="" type="checkbox"/> <b>Water Supply Well</b> <input checked="" type="checkbox"/> New (No. <u>1</u> ) <input type="checkbox"/> Replacement Well SWN of well to be replaced _____ <input type="checkbox"/> Backup or Standby Well SWN of well to be backed up _____ <input type="checkbox"/> Destruction (No. _____) SWN _____ <input type="checkbox"/> Repair/Modify (No. _____) SWN _____ <input type="checkbox"/> <b>Monitoring Well</b> <input type="checkbox"/> New (No. _____) <input type="checkbox"/> Destruction (No. _____) <input type="checkbox"/> <b>Engineering Test Hole</b> (No. _____) <input type="checkbox"/> <b>Cathodic Protection Well</b> <input type="checkbox"/> New (No. _____) <input type="checkbox"/> Destruction (No. _____)	<input type="checkbox"/> Agricultural <input type="checkbox"/> Cathodic <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Industrial <input type="checkbox"/> Monitoring <input type="checkbox"/> Municipal  Estimate of anticipated annual pumping in acre feet per year <u>0.5-1</u>	<b>Well Depth</b> <u>250</u> <b>Bore Diameter</b> <u>10 inch</u>  <b>Casing</b> <input type="checkbox"/> Steel Diameter (in.) <u>6 inches</u> <input checked="" type="checkbox"/> PVC Wall Gauge (in) <u>STR 21</u> <input type="checkbox"/> Other (Describe) _____  <b>Perforations</b> From <u>80</u> to <u>260</u> ft From _____ to _____ ft From _____ to _____ ft  <b>Estimated Start Date:</b> <u>10/1/19</u>

\*NOTE: If proposed water supply well is within the area referenced in the Ventura County Well Ordinance No. 4468 Sec 4826.1-Water Well and Water Well Prohibition, your permit application must be accompanied by documentation that explains the reason for requesting a variance. If the proposed water supply well is in an area that is exempted from the moratorium, e.g. cities, FCGMA, etc., your permit application must be accompanied by the proper agency permit/approval.

I hereby agree to comply with all provisions of Ventura County Well Ordinance No. 4468, and all applicable State of California and local regulations pertaining to well construction, repair, modification and destruction. I also agree to comply with all conditions of the issued permit to include the submittal of post requirement documents and reports. I understand that any modification of the issued permit requires approval by the Manager, Water Resources Division and that the information contained herein becomes a part of the permit when issued.

Property Owner's Signature	<i>Marsha Moreno Trust</i>	DocuSigned by: <i>Billie L. Sumner</i>	Date	8/15/2018 11:14:4
Driller's Signature	<i>[Signature]</i>	0238D757941C479...	Date	8/15/2018 9:06:06 PM PDT
Registered Inspector's Signature (Applies to monitoring wells and borehole work)	B3A80FFA0170457...		Date	



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**Well Location Map / Site Plan:** Indicate exact location of proposed well, showing existing wells, water courses, roads, property lines, septic tanks and leach fields, sanitary, industrial, and storm sewers, barnyard and stable areas, feedlots, and solid waste disposal sites. Setbacks from potential sources of contamination shall comply with the California Department of Water Resources *California Well Standards Bulletin 74-90* available at the below website address:

[http://www.water.ca.gov/groundwater/well\\_info\\_and\\_other/california\\_well\\_standards/well\\_standards\\_content.html](http://www.water.ca.gov/groundwater/well_info_and_other/california_well_standards/well_standards_content.html)



Map should be drawn to scale or show distances of the above items from the proposed well. Map extent should be a minimum radius of 500 feet from the proposed well.



*See attached map for 500 foot radius*

Thomas Brothers Guide Page No. & Grid \_\_\_\_\_ APN 0180021375; 0180021355

