

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, July 11, 2019 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

July 11, 2019

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. In accordance with Government Code § 54954.3(b)(1), public comment will be limited to three (3) minutes per speaker per issue.

4. APPROVAL OF AGENDA

5. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments.

- a. Approve Minutes from June 13, 2019**
- b. Approve Financial Report for June 2019**
- c. Approve Intera Master Services Agreement Amendment**

6. DIRECTOR ANNOUNCEMENTS

- a. Directors may provide oral reports on items not appearing on the agenda.**
- b. Directors shall report time spent on cost-share eligible activities for the 2017 Proposition 1 Sustainable Groundwater Management Planning (SGWP) Grant.**

7. EXECUTIVE DIRECTOR'S REPORT

8. ADMINISTRATIVE ITEMS

a. Master Services Agreement and Work Orders for Kear Groundwater

The Board will consider approving a Master Services Agreement with Kear Groundwater, approving Work Order No. 1 for as-needed technical support, and authorizing the Executive Director to negotiate and issue work orders for previously approved work scopes.

b. Member Agency Cash Advances

The Board will consider approving cash advance agreements with the City of San Buenaventura, Meiners Oaks Water District, and Ventura River Water District.

c. Discussion of Agency Representation by Board Members

The Board will discuss parameters for Board member communications with the public and other public agencies concerning Agency matters and will provide direction to staff concerning development of a policy.

d. Agency Officer Appointments

The Board will consider appointing a chair, vice chair, and secretary for the period July 1, 2019 through June 30, 2020.

e. Ad Hoc Committees

The Board will review and consider potential changes to ad hoc committee duties and assignments in light of Board discussions during other July 11 agenda items.

9. COMMITTEE REPORTS

None

10. ADJOURNMENT

The next scheduled Board meeting is August 8, 2019 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 JUNE 13, 2019**

The Board meeting was held at the Casitas Municipal Water District meeting room at 1055 Ventura Avenue, Oak View, CA 93022. Directors present were: Bruce Kuebler, Mike Hollebrands, Jeff Pratt, Susan Rungren, and Angelo Spandrio. Directors Larry Rose and Emily Ayala were absent. Also present were: Executive Director and GSP Project Manager Bryan Bondy and Agency Counsel Jena Acos. The following members of the public were present: Darlene Killgore, Bert Rapp (alternate director), Roger Essick, and James Kentosh.

- 1) **CALL TO ORDER AND ROLL CALL** – Chairperson Bruce Kuebler called the meeting to order at 1:05 P.M.
- 2) **PLEDGE OF ALLEGIANCE** – Led by Chairperson Bruce Kuebler.
- 3) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

Counsel Acos introduced Mac Carlson with Brownstein Hyatt Farber Schreck, LLP. Mac will be filling in for Ms. Acos during her maternity leave.

Chair Kuebler congratulated Director Rungren on her promotion to General Manager.

- 4) **APPROVAL OF AGENDA** – No changes were proposed.
- 5) **PUBLIC HEARING: Resolution 2019-4: A Resolution of the Upper Ventura River Groundwater Agency Establishing a Regulatory Fee within the Upper Ventura River Sub-basin of the Ventura River Valley Groundwater Basin (Department of Water Resources Subbasin # 4-003.01) to Fund the Costs of a Groundwater Sustainability Program**

Chair Kuebler opened the public hearing.

Darlene Killgore stated that she is a member of the Villanova Water Well Association and was unaware of the proposed fee. Ms. Killgore stated that she spends approximately \$500 per year on well maintenance and may have overestimated her water use. Chair Kuebler stated that the Villanova well was determined to have less than 2 acre-feet per year of water use and, therefore, is not subject to the fee.

Chair Kuebler closed the public hearing.

Director Pratt motioned to approve the Resolution 2019-04. Seconded by Director Rungren.

Ayes: Bruce Kuebler, Mike Hollebrands, Jeff Pratt, Susan Rungren, and Angelo Spandrio.

Noes: None.

Absent: Larry Rose and Emily Ayala

6) CONSENT CALENDAR

- a. Approve Minutes from May 9, 2019**
- b. Approve Financial Report for May 2019**

The Executive Director explained that staff did not record which directors motioned Item No. 8b on May 9, 2019. After discussion it was determined that the item had been moved by Director Kuebler and seconded by Director Ayala. Director Hollebrands motioned to approve the consent calendar with the correction to the minutes. Seconded by Director Spandrio.

Director Pratt stated that he was not present at the May 9 meeting, but confirmed with Glenn Shephard that the minutes are acceptable.

No public comments.

Ayes: Bruce Kuebler, Mike Hollebrands, Jeff Pratt, Susan Rungren, and Angelo Spandrio.

Noes: None.

Absent: Larry Rose and Emily Ayala

7) DIRECTOR ANNOUNCEMENTS

- a. Oral Reports on Items Not Appearing on the Agenda - None**
- b. Grant Eligible Time Reporting - None**

8) EXECUTIVE DIRECTOR'S REPORT

The Executive Director provided the following updates:

- Executive Director Bondy attended the Groundwater Resources Association of California (GRAC) Second Annual Groundwater Sustainability Agency (GSA) Summit held in Fresno on June 5 and 6, 2019. He provided a brief summary of the conference. One focal point of the conference was public outreach and stakeholder engagement, with a special focus on outreach to disadvantaged communities. Another conference focus was methods and approaches for determining minimum thresholds and measurable objectives.
- Executive Director Bondy stated that he is looking forward to Summer Ward starting as Agency Administrator in late June or early July.
- Director Kuebler requested an update on Board member in-kind labor rates for the Groundwater Sustainability Plan (GSP) Grant. Executive Director Bondy stated that he submitted a letter proposing rates pursuant to Department of Water Resources (DWR) Point of Contact (Eddie Pech) direction. The letter included the actual labor rates for directors who are public agency employees and proposed to use the average

of those labor rates as the basis for the other directors' rates. Executive Director Bondy explained that Mr. Pech responded that DWR cannot approve labor rates and that determination of the appropriateness of labor rates is handled by auditors. Executive Director Bondy explained that he recommends moving forward with invoicing for director time with the understanding that there is some risk that DWR could determine the labor rates are not appropriate during an audit.

9) ADMINISTRATIVE ITEMS

a. Fiscal Year 2019/2020 Budget

Executive Director Bondy summarized prior Board direction to adopt the Fiscal Year 2019/2020 budget as shown in the adopted long-range budget, with the understanding that the budget will be updated later in the fiscal year. The board discussed establishing a deadline for the budget update. Executive Director Bondy stated that the Board has already determined that budget updates are to occur following the second quarter.

No public comments.

Director Pratt motioned to approve the Fiscal Year 2019/2020 budget from the adopted long-range budget and direct staff to propose a budget update by February 2020. Seconded by Director Spandrio.

Ayes: Bruce Kuebler, Mike Hollebrands, Jeff Pratt, Susan Rungren, and Angelo Spandrio.

Noes: None.

Absent: Larry Rose and Emily Ayala

b. Principal Office Change of Address

The Executive Director explained that the agency's principal address needs to be changed to Meiners Oaks Water District as part of the staffing changes and recommended that the Board adopt Resolution 2019-05.

Chair Keubler asked about the phone number. The Executive Director stated that he plans to port the phone number over to a cell phone. However, that may not be possible because the phone number is on a shared account with Ojai Basin Groundwater Management Agency (OBGMA).

No public comments.

Director Hollebrands motioned to approve the Resolution 2019-05. Seconded by Director Pratt.

Ayes: Bruce Kuebler, Mike Hollebrands, Jeff Pratt, Susan Rungren, and Angelo Spandrio.

Noes: None.

Absent: Larry Rose and Emily Ayala

c. Approval of Intera Work Order No. 1

The Executive Director explained that the purpose of Work Order No. 1 is to authorize Intera to get up to speed, including review of background reports, preparation of GSP document template, and to attend a kickoff meeting with the Executive Director and Kear Groundwater.

No public comments.

Director Rungren motioned to approve Intera Work Order No.1. Seconded by Director Pratt.

Ayes: Bruce Kuebler, Mike Hollebrands, Jeff Pratt, Susan Rungren, and Angelo Spandrio.

Noes: None.

Absent: Larry Rose and Emily Ayala

10) GSP GRANT ELIGIBLE ITEMS

a. Stakeholder Engagement Plan Annual Review and Update (Grant Category (c): Task 10: Stakeholder Outreach and Engagement)

Chair Kuebler explained that the Ad Hoc Stakeholder Engagement Committee would like to meet before finishing its review and update of the Stakeholder Engagement Plan. The plan update will be brought to the board in July or August.

11) COMMITTEE REPORTS – None.

12) ADJOURNMENT – The meeting was adjourned at 1:38 pm. The next regular Board meeting will be held July 11, 2019 at 1:00 pm at the Casitas Municipal Water District Meeting Room, 1055 Ventura Ave., Oak View, CA 93022.

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 5(b)

DATE: July 11, 2019
TO: Board of Directors
FROM: Karen Palm, Bookkeeper-Treasurer
SUBJECT: Approve Financial Report for June 2019

May UVRGA Balance \$ 82,054.29

June 2019 Activity:

Revenues: \$ -

June Expenditures Paid:

2038 Karen Palm	Payroll 6/15	\$	682.83
2039 Cece Vandermeer	Payroll 6/15	\$	159.86

Checks Pending Signature:

2040 Karen Palm	Payroll 6/30	\$	1,076.00
2041 SDRMA	FY 2019-20 Property/Liab Ins	\$	3,620.67
2042 Bondy Groundwater	6/30 Services	\$	7,637.16
2043 Brownstein Hyatt	5/31 Services	\$	4,382.62
2044 Kear Groundwater	4/30 & 5/28 Services	\$	4,270.00
2045 Ojai Valley News	5/31 & 6/7 Public Hearing Note	\$	126.00
2046 VOID	check misprint	\$	-
2047 Ventura Cty Star	5/31 & 6/7 Public Hearing Note	\$	615.20
2048 VRWD	Overpaid Member Contribution	\$	800.00
2049 SDRMA	FY 2019-20 Workers' Comp Ins	\$	1,045.00
2050 Kear Groundwater	6/30 Services	\$	1,040.00

Total Expenditures Paid & To Be Paid - June \$ 25,455.34

June UVRGA Ending Balance:

\$ 56,598.95

Action: _____

Motion: _____ Second: _____

B. Kuebler___ G. Shephard___ D. Engle___ A. Spandrio___ S. Rungren___ L. Rose___ E. Ayala

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 5(c)

DATE: July 11, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Intera Master Services Agreement Amendment

SUMMARY

While recently reviewing the Agency’s Master Services Agreement (MSA) template during negotiations with Kear Groundwater, the Executive Director noticed that professional liability (errors and omissions) insurance requirements are not addressed. It is recommended that the Board approve the attached amendment to Intera’s MSA to include professional liability insurance requirements.

RECOMMENDED ACTIONS

Approve the attached First Amendment to Master Services Agreement Between Upper Ventura River Groundwater Agency and Intera, Inc.

BACKGROUND

The MSA with Intera was approved by the Board on April 11, 2019.

FISCAL SUMMARY

None.

ATTACHMENTS

- A. First Amendment to Master Services Agreement Between Upper Ventura River Groundwater Agency and Intera, Inc.

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

Item 5c, Attachment A

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT BETWEEN
UPPER VENTURA RIVER GROUNDWATER AGENCY AND INTERA, INC.

INTERA, Inc. (“Service Provider”) and Upper Ventura River Groundwater Agency (UVRGA) entered into a certain master services agreement, dated effective April 12, 2019 (the “MSA”).

UVRGA now desires, and Service Provider agrees, to amend the terms of the Agreement as more particularly set forth below:

1. Section 12 of the MSA is hereby amended in its entirety to read as follows:

During the term of this MSA and for a period of three (3) years thereafter, you agree to keep and maintain, at its sole expense, additional insurance as follows:

- (a) Professional Liability (errors and omissions) Insurance of \$1,000,000 per claim and in the aggregate;
- (b) General Commercial Liability Insurance with combined bodily injury, property damage, product liability, completed operations, and contractual liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which specifically covers this MSA, and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties;
- (c) Automobile Liability Insurance, including coverage for hired, owned, or non-owned vehicles, in the amount of \$1,000,000 which specifically covers this MSA and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties; and
- (d) You will furnish to us, upon request, an insurance certificate from a carrier with an A.M. Best rating of “A” or better satisfying the above requirements and containing a complete waiver of subrogation. Your insurance coverage may not be terminated or materially changed without thirty 30 days’ prior written notice to us.

2. Except as specifically modified and amended herein, all of the terms, provisions, requirements contained in the MSA remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in Ventura County, California this ____ day of _____, 20__.

UPPER VENTURA RIVER GROUNDWATER AGENCY:

By: _____ Date: _____
_____, Board Chair

SERVICE PROVIDER

INTERA, Inc.:

By: _____ Date: _____
David Jordan, Vice President

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

DATE: July 11, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Master Services Agreement and Work Orders for Kear Groundwater

SUMMARY

The Agency anticipates continued field services and GSP support from Kear Groundwater. The Agency's prior written contract with Kear Groundwater expired on October 16, 2017. Thus, the Agency should execute a new written contract. The Agency developed a Master Service Agreement (MSA) template approved by Agency Counsel for professional services, which was recently used for contracting with Intera, Inc. The Executive Director and Kear Groundwater have negotiated edits to the professional services agreement template that are within the bounds of prior agreements reviewed by counsel. The proposed MSA is included as Attachment A.

The MSA is a master agreement and work orders will be issued for specific work scopes. The Agency will compensate Kear Groundwater according to the rates set forth in Exhibit B of the MSA, which are expected increase 5% annually on July 1. A summary of historical professional services rates is provided in Attachment B for your reference. It is noted that labor rate for Mr. Kear, who provides the bulk of the services provided by Kear Groundwater, did not increase during the last two years, but would increase 20% effective July 1, 2019 (if averaged, this would have corresponded to an approximate 10% increase each of the last two years). Going forward, Kear Groundwater proposes to control costs for its services by shifting more work to junior staff at discounted rates, as shown in Attachment B.

In 2018, the Agency approved three Kear Groundwater proposals without a written contract. These proposals covered groundwater level monitoring and reporting, weekly visual surface water flow terminus monitoring and reporting, and monthly surface water flow monitoring and reporting. The Board Chair has also approved several miscellaneous tasks. It is recommended that the Board authorize the Executive Director to negotiate and issue work orders under the MSA for this remaining work under these various tasks. Doing so may require adjustments to the previously approved budgets for these tasks, based on actual versus estimated field efforts to date, new labor rates under the MSA, and previously approved miscellaneous services.

Lastly, it is recommended that the Board approve Work Order No. 1 to provide a \$30,000 budget for as-needed services to be requested by the Executive Director. Anticipated services would include, but are not limited to, planning and strategy development for the GSP in collaboration with the Executive Director and Intera, support related to the State Water Resources Control Board flow study, and other miscellaneous services necessary to minimize

work delays. Work Order No. 1 is not intended to support new field work tasks or GSP development. Separate work orders will be developed and approved by the Board for any new field services or GSP development tasks.

RECOMMENDED ACTIONS

1. Approve the Master Services Agreement with Kear Groundwater;
2. Approve Work Order No. 1 for as-needed technical support; and
3. Authorize the Executive Director to negotiate and issue work orders for previously approved work scopes.

BACKGROUND

Please see summary.

FISCAL SUMMARY

Approving a MSA does not have a fiscal impact. Services contemplated under Work Order No. 1 are included in the Agency budget. Negotiation of work orders for previously approved work scopes may result in small cost increases relative to budgeted costs, as necessary, based on actual field efforts to date and new labor rates under the MSA.

ATTACHMENTS

- A. Draft MSA
- B. UVRGA Professional Services Hourly Rate History
- C. Work Order No. 1

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

Master Services Agreement

This Master Services Agreement (the "MSA") is made and entered into by and between **Upper Ventura River Groundwater Agency** ("UVRGA"), and **Kear Groundwater** ("Service Provider") (each a "Party" and collectively the "Parties") as of this 11th day of July, 2019 (the "Effective Date"). The words "we", "us", and "our" refer to UVRGA, and the words "you" and "your" refer to the Service Provider.

By signing this MSA, the Parties agree as follows:

1. MSA Documents

This MSA sets forth basic terms that will apply to your performance of services during the term of this MSA. Additional and specific terms that will apply to a particular project ("Project") and the performance of particular services will be set forth in one or more statements of work ("SOWs") substantially in the form of Exhibit A. Each SOW will be governed by this MSA. If any term in this MSA conflicts with a term in a SOW, the terms and conditions of this MSA will control, unless the SOW specifies that its terms and conditions will control. Specific terms in a SOW will not affect any other SOW governed by this MSA without explicit agreement of the Parties in writing.

2. Statements of Work / Purchase Orders

You will be responsible for providing all services described in a Statement of Work ("SOW") ("Services"). Each SOW will detail the material terms and conditions applicable to the Services to be provided pursuant to that SOW. A SOW may add additional Services and obligations of the Parties and include additional legal terms and conditions. If either Party requires an assigned purchase order number on invoices, it is understood and agreed that the purchase order document is for internal accounting purposes only and that neither or nor any accompanying form will in any way modify, add to, or delete any of the terms and conditions of this MSA or any SOW.

3. Fees and Payment

Fees shall be pursuant to Exhibit B

Timely invoicing is critical for avoiding delays in grant reporting and grant reimbursement. All billing must occur on a monthly basis and shall be based on time and materials. Invoices are due to UVRGA by the 5th working day of each month for charges incurred during the prior month. All invoices must be emailed to Agency Bookkeeper-Treasurer (email address currently accounting@kjpalm.com) to receive timely payment. All timely invoices received by the 5th working day of the month will be payable on a Net-45 basis. Invoices received after the 5th working day of the month will be payable on a Net-60 basis. Payment for invoices received more than 30 calendar days after any month in which charges were incurred will be payable on Net-180 basis or when grant funds associated with the work are received, whichever occurs first.

If, for any reason, we dispute the performance of the Services or the applicable Fees, we will (a) promptly pay all undisputed Fees and (b) provide a detailed description of the nonconforming Services or disputed Fees sufficient for the Parties to discuss and make a good faith attempt to resolve the dispute ("Invoice Dispute"). If we do not make payment or issue an Invoice Dispute within 60 days, you may provide us with 10 days' written notice of non-payment, after which, if the failure to pay or issue an Invoice Dispute is not cured, you may suspend performance of all Services until we either (i) make payment or (ii) issue a sufficiently detailed Invoice Dispute.

Unless expressly stated in the SOW, you will bear sole responsibility for all expenses incurred in connection with the performance of Services. If a SOW specifies that we will be reimbursing any of your travel and out-of-pocket expenses ("Expenses"), you agree to comply with each of our travel and reimbursement policies, whether formal or informal. Any policy waivers or exceptions must be confirmed in writing by us before you incur the expense. You also agree to provide us with advance notice and estimated anticipated Expenses and to invoice us at your cost and/or IRS-approved rates where applicable and provide copies of original receipts.

4. Confidentiality

We will direct the Services provided by you, and all communications with you regarding this matter will be through us. All Services and communications are protected by the attorney-client privilege and attorney work product doctrine. Accordingly, all documents, reports, disclosures, plans, and other information of any nature and description, which UVRGA supplies to you or which you discover or develop in performance of the Services is deemed confidential. You must not disclose any of the

same to any third party without our prior written authorization, except to the extent that information is in the public domain, was in your possession prior to disclosure to UVRGA or you are required by law.

5. Term and Termination

The term of this MSA will be perpetual from the Effective Date until terminated by either Party on written notice; provided, however, that no termination will affect obligations incurred under this MSA before termination or which, by their nature, extend beyond the term. Notwithstanding the preceding sentence, this MSA will remain in effect for so long as you are obligated to provide Services under any operative SOW.

6. Work and Labor

You agree to observe all laws, ordinances, rules, and regulations of any government unit or agency affecting items furnished and/or the performance of Services.

7. Standard of Work Performed and Materials Sourced

You warrant that you will perform all Services satisfactorily and in a timely manner in accordance with our agreed-upon SOW, specifications, drawings, samples, and any other description you furnish to us prior to or during the course of your Services. In the absence of exact specifications otherwise in the SOW, we will assume that all materials furnished will be of the highest grade and best quality, and the work will be performed in a professional and first-class manner consistent with the customary care and skill ordinarily exercised by professionals in your industry.

In addition to any other rights or remedies available at law or in equity, you agree to re-execute, at your own cost and expense, any defective or reasonably unsatisfactory work that appears during progress of the Services and will remedy and replace, at your own cost and expense, any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of acceptance of the completed work by us.

8. No Liens or Encumbrances

You warrant that no liens, encumbrances, security interests, or other third-party claims of any type will attach to real or personal property owned or leased by us as a consequence of your performance of Services hereunder. (For yourself, your successors, and others acting both through or under you.) You also agree, upon request, to furnish to us standard forms of waiver of lien signed by you and all contractors, subcontractors, and materialmen who will furnish labor and materials hereunder.

9. Ownership of Work

Except to the extent that it is expressly limited in any particular SOW, all right, title and interest in the work product of your Services will be and remain our sole property and will constitute a "work-made-for-hire" as such term is understood under U.S. copyright laws. We will have the exclusive right, but not the obligation, to use, adapt, alter, delete from, add to, or rearrange such work product, or any part thereof, to combine the same with other works, and to patent, register for trademark protection, and/or otherwise exploit any and all of the foregoing in any manner as we may determine in our sole discretion. You agree to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 9. To the extent ownership of any work product resulting from your Services for us does not by operation of law vest in us, you hereby assign, sell, transfer, grant, and convey all right, title, and interest in such work product to us. However, during the course of this MSA, you may further develop your knowledge, skills, and experience. Other than as may fall within the "Confidentiality" section of this MSA, nothing in this MSA is intended to limit your use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed before or during the course of this MSA, without limitation, in the development, manufacturing, and marketing of your Services.

10. Indemnity

You agree to defend (with counsel acceptable to us), indemnify, and hold us (including our affiliates, member agencies, employees, agents, and representatives) harmless against any and all claims, demands, or other liabilities for suits, injuries, damages, losses, fines, expenses, or costs of any sort, including attorney's fees (collectively, "Claims") to the extent caused by your negligent performance of Services, your intentional misconduct, or your breach of any other obligation under this MSA; except that you need not indemnify with respect to that portion of a Claim resulting from our negligence or intentional misconduct, or to the extent of your reliance on the express written approval, acceptance, or instructions of us with respect to the act or omission giving rise to the Claim. You will, as soon as reasonably possible after receiving notice of a third-party

Claim for which indemnity might be sought, notify us in writing, provided that the failure to notify will not relieve you of your obligations. You shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations but shall promptly reimburse UVRGA for reasonable attorney's fees and costs of suit actually incurred by UVRGA in defense of those claims which are determined in the final judgment to have been caused by Service Provider's negligent act, negligent omission, or willfull misconduct.

11. Workers Compensation Insurance

Both Parties will each insure its own employees and agents with a minimum of \$1,000,000 Workers' Compensation Insurance and, regardless of policy limit, will hold each other harmless from any claims by its own employees, contractors, subcontractors, and materialmen who have furnished labor hereunder, or successors for injury, disability, or death arising from any work associated with this MSA. Upon request by either Party, a certificate of workers' compensation insurance will be provided evidencing such coverage.

12. Insurance

During the term of this MSA and for a period of three (3) years thereafter, you agree to keep and maintain, at its sole expense, additional insurance as follows:

- (a) Professional Liability (errors and omissions) Insurance of \$1,000,000 per claim and in the aggregate;
- (b) General Commercial Liability Insurance with combined bodily injury, property damage, product liability, completed operations, and contractual liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which specifically covers this MSA, and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties;
- (c) Automobile Liability Insurance, including coverage for hired, owned, or non-owned vehicles, in the amount of \$1,000,000 which specifically covers this MSA and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties; and
- (d) You will furnish to us, upon request, an insurance certificate from a carrier with an A.M. Best rating of "A" or better satisfying the above requirements and containing a complete waiver of subrogation. Your insurance coverage may not be terminated or materially changed without thirty 30 days' prior written notice to us.

13. Subcontracting/Assignment

You may not assign or subcontract any portion of your obligation to perform Services, nor may you assign any money due or to become due under this MSA, without our prior written consent. We may not assign this MSA without your written consent, which may not be unreasonably withheld; provided that such consent will not be necessary for the assignment, by operation of law or otherwise, to any of our parents, subsidiaries, affiliates, or any entity that succeeds our business in connection with a merger, reorganization, or sale of all or substantially all of our assets or voting securities. This MSA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14. Independent Contractor/No Third-Party Beneficiaries or Exclusivity by Service Provider

Nothing in this MSA will provide any benefit to any third party; it being the intent of the Parties that this MSA will not be construed as a third-party beneficiary contract. You are acting as our independent contractor and nothing in this MSA will be construed to create or imply a joint venture, partnership, association, or similar obligation between us. As such, any and all sums paid by us to you that are subject to taxing deductions, if any, will be your sole responsibility and you will indemnify and hold us harmless from any and all damages, claims, and expenses, including reasonable attorney's fees, arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. Nothing in this MSA will impose any obligation on you to provide exclusive services to us.

15. Conflict of Interest

You represent and warrant to us that to your best knowledge, neither you nor any individual who will be performing Services for us has any other interests or business relationships of any kind which could either conflict with our interests or create the appearance of a conflict. You will immediately and fully apprise us of any potential conflicts that may arise.

16. General Warranties

Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws

of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this MSA; (ii) the execution and delivery of this MSA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; (iii) this MSA constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this MSA.

17. Force Majeure

Force Majeure is the only excuse for non-performance of this MSA by either Party and all other excuses waived. Each Party shall be relieved of its obligation to perform any part of this MSA to the extent its performance is prevented or rendered impracticable by any events or circumstances beyond its reasonable control including, but not limited to, war, fires, floods, acts of God (natural disasters), governmental restrictions, labor lock-outs, civil uprising resulting in damage or destruction of any facilities. Each Party will promptly notify the other in writing of any inability to perform and the cause thereof, as well as its good faith estimate of the date upon which the event will end and its performance will resume. You agree that in the event of a Force Majeure, your allocation of available resources or supply to us will be based on fair allocation by volume among your customers without regard to price or profitability. If the event is anticipated to extend beyond 60 days, we may, at our option, cancel the SOW and/or this MSA and be relieved from our obligations as of the date of cancellation. Both Parties will make reasonable efforts to avoid the adverse impacts of a Force Majeure and to expeditiously resolve the event or occurrence once in order to resume performance.

18. Events of Default

An "Event of Default" means, with respect to a Party (the "Defaulting Party"): (a) any false or misleading representation or warranty made by a Party or the failure of a representation or warranty made by a Party to remain true during the Term hereof; or (b) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts when due; (v) fails to post, maintain, renew, or increase collateral when and as may be required hereunder during any Term and such failure is not remedied within two (2) business days after written notice thereof is received; (c) the failure of a Party to perform a material obligation under this MSA or SOW when such failure is not excused by Force Majeure; or (d) any other event affecting such Party specified as an Event of Default in this MSA.

In addition to any other remedies available at law or equity, if an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party will have the right to (a) provide written notice of (and stating the nature of) such Event of Default to the Defaulting Party; (b) designate a date between 1 and 20 days after such notice is effective on which this MSA will terminate; (c) withhold payments due to the Defaulting Party; and (d) suspend performance.

19. Governing Law

This MSA will be governed by the laws of California, notwithstanding any state's choice of law rules to the contrary.

20. Severability

In the event any provision of this MSA is held to be unenforceable for any reason, the unenforceability thereof shall not affect the validity or enforceability of any other provision of this MSA, which shall remain in full force and effect and in accordance with its terms.

21. Miscellaneous

All provisions of this MSA which must, in order to give full force and effect to the Parties' rights and obligations, survive the termination or expiration of this MSA, will so survive. Amendments to this MSA are not enforceable unless in writing and executed by both Parties. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. In entering into this MSA, the Parties represent that they have each had an opportunity to consult with their own attorneys and that all of the Parties have cooperated in the drafting and preparation of this MSA. The language of this MSA

may not be construed for or against any Party on the grounds that any specific Party or Parties authored this MSA.

22. Notices and Billings

Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

UPPER VENTURA RIVER GROUNDWATER AGENCY	
All Notices:	Billings
Bryan Bondy, Executive Director	Karen Palm
Post Office Box 1779 Ojai, CA 93024	Agency Bookkeeper-Treasurer
Phone No.: 805-212-0484	Phone No.: 805.252.7239
Email: bryan@bondygroundwater.com	Email: accounting@kjpalms.com

And

Kear Groundwater	
All Notices:	Billings
Jordan Kear	[NAME]
P.O. BOX 2601 Santa Barbara, CA, 93120	[ADDRESS]
805-512-1516	Phone No.:
Facsimile No.: N/A	Facsimile No.:
Email: JORDAN@KEARGROUNDWATER.COM	Email:

THIS MSA, INCLUDING ANY EXHIBITS AND SCHEDULES, CONSTITUTES THE PARTIES' COMPLETE AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS OF ANY TYPE, WHETHER WRITTEN OR ORAL. BY SIGNING BELOW, THE PERSON SIGNING FOR YOU WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN ON YOUR BEHALF. IF THIS MSA IS ALTERED IN ANY WAY, IT WILL BE VOID AB INITIO.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this MSA effective as of the Effective Date.

Kear Groundwater	UPPER VENTURA RIVER GROUNDWATER AGENCY
By: _____ Print Name: Jordan Kear Title: Principal Hydrogeologist Date: _____	By: _____ Print Name: _____ Title: Board Chair Date: _____

EXHIBIT A

STATEMENT OF WORK (WORK ORDER) TEMPLATE

Statement of Work

Work Order No. X [ADD TITLE]

To: Kear Groundwater
P.O. BOX 2601
Santa Barbara, CA, 93120
Attention: Jordan Kear
Email: JORDAN@KEARGROUNDWATER.COM

From: Upper Ventura River Groundwater Agency
202 W. El Roblar Dr., Ojai, California 93023
Attention: Bryan Bondy
Email: bryan@bondygroundwater.com

In accordance with our Master Services Agreement (“MSA”) dated July 11, 2019, the following Statement of Work (“SOW”) is entered into by Upper Ventura River Groundwater Agency (“Customer”) and Kear Groundwater (“Provider”) for a new project and/or services (collectively, “Services”):

GENERAL NATURE OF SERVICES: [ADD SUMMARY OF SERVICES] Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

SCOPE OF SERVICES: [See attached proposal or add scope description].

COMPLETION DATE: [] through [].

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$ [], without prior written authorization. Labor Rates are pursuant to MSA

PAYMENT TERMS

Payments shall be due:

- upon the completion of the SOW
 as follows: Per MSA terms.

ADDITIONAL TERMS AND CONDITIONS

This SOW will be governed by the terms and conditions of the MSA. In the event of any conflict between the terms set forth in this SOW and the MSA, the MSA shall be deemed to control the relationship between the parties with respect to the SOW.

ACCEPTED AND AGREED:

"PROVIDER" Kear Groundwater	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By: Print Name: Jordan Kear Title: Principal Hydrogeologist Date:	By: Print Name: Bryan Bondy Title: Executive Director Date:

EXHIBIT B

RATE SHEET



**KEAR GROUNDWATER
RATES FOR PROFESSIONAL SERVICES
2019 Upper Ventura River Groundwater Agency MSA**

Principal Hydrogeologist.....	\$240/hour
Senior Hydrogeologist.....	\$160/hour
Associate Geologist.....	\$120/hour
Staff Geologist.....	\$100/hour
Assistant/Professional/Clerical.....	\$80.00/hour

Expenses

Travel Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals.....	Actual cost or negotiated per diem rates
Mileage.....	\$0.65/mile
Subcontractors/temporary service personnel	Actual cost plus 10%
Computer, copies, fax	No charge
Miscellaneous office expenses (e.g., express mail, shipping, external copy service, etc.)	Actual cost

Equipment

Water Level Sounder	\$20/day
Automated Level Logger.....	\$40/day, \$120/week, \$350/month
Flow probe.....	\$30/day, \$100/week, \$300/month
Archival Cuttings Boxes.....	\$10 each
Misc. field equipment and supplies.....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials

TERMS

*Payment terms for professional services and expenses are net 30 days.
Unpaid balance will be assessed a service fee of 1.5% per month.*

NOTES

- 1. All fees are subject to local/state sales tax, as applicable.*
- 2. Delivery of depositions will be billed at 1.5 times Fee Schedule rates.*
- 3. Delivery of courtroom expert testimony will be billed at 2.0 times Fee Schedule rates*
- 4. Rates are subject to a 5% annual increase commencing July 1, 2020 et seq.*

UVRGA Professional Services Hourly Rate History

	2015	2016	2017*	2018	2019	% Change 2015-2016	% Change 2016-2017	% Change 2017-2018	% Change 2018-2019	% Change 2015-2019	% Average Rate Increase	\$ Change 2015-2019
--	------	------	-------	------	------	--------------------	--------------------	--------------------	--------------------	--------------------	-------------------------	---------------------

Legal Services - BHFS

Acos	\$255	\$270	\$ 295	\$340	\$ 365	5.9%	9.3%	15.3%	7.4%	43%	9.4%	\$ 110
Carlson				\$310	\$ 330				6.5%		6.5%	
Hart (paralegal)				\$280								
Johnson				\$385								
McGlothlin	\$475	\$495	\$ 515	\$590	\$ 590	4.2%	4.0%	14.6%	0.0%	24%	5.7%	\$ 115
Average for All BHFS Employees:										34%	7.2%	\$ 113

Other Professional Services

Bondy GW

Principal			\$ 185	\$190	\$190**			2.7%			2.7%	
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Kear GW

Proposed

Principal		\$180	\$ 200	\$200	\$240***		11.1%	0.0%	20.0%		10.4%	\$ 60
Senior					\$160***							
Associate				\$140	\$120***				-14.3%			
Staff		\$120		\$120	\$100***		0.0%	0.0%	-16.7%		-5.6%	\$ (20)
Assistant				\$100	\$80***				-20.0%			

Intera****

Principal					\$231							
Senior					\$154-\$200							
Staff					\$113-\$134							
Editor					\$85							

- Notes:
- * BFSF Rates shown are Jan-Mar, rates increased April 2017: Acos: \$325, Hart: \$270, Johnson: \$370, McGlothlin: \$565
Kear Rate changed September 2017
 - **Bondy rates subject to potential increases annually on September 1 pursuant to contract.
 - ***Proposed for MSA effective July 1, 2019 - June 30, 2020, then subject to 5% increase annually through term of MSA.
 - ****Intera rates per MSA effective July 1, 2019 - June 30, 2020, then subject to annually increases through term of MSA.

Statement of Work
Work Order No. 1: As Needed Services

To: Kear Groundwater
P.O. BOX 2601
Santa Barbara, CA, 93120
Attention: Jordan Kear
Email: JORDAN@KEARGROUNDWATER.COM

From: Upper Ventura River Groundwater Agency
202 W. El Roblar Dr., Ojai, California 93023
Attention: Bryan Bondy
Email: bryan@bondygroundwater.com

In accordance with our Master Services Agreement (“MSA”) dated July 11, 2019, the following Statement of Work (“SOW”) is entered into by Upper Ventura River Groundwater Agency (“Customer”) and Kear Groundwater (“Provider”) for a new project and/or services (collectively, “Services”):

GENERAL NATURE OF SERVICES: As-needed services to be requested by the UVRGA Executive Director, as further described in the Scope of Services. Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

SCOPE OF SERVICES: Anticipated services include, but are not limited to, planning and strategy development for the GSP in collaboration with the Executive Director and Intera, Inc., support related to the State Water Resources Control Board flow study, and other preliminary services necessary to minimize work delays.

COMPLETION DATE: July 1, 2019 through June 30, 2020

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$30,000, without prior written authorization. Labor Rates are pursuant to MSA.

PAYMENT TERMS

Payments shall be due:

- upon the completion of the SOW
- as follows: Per MSA terms.

ADDITIONAL TERMS AND CONDITIONS

This SOW will be governed by the terms and conditions of the MSA. In the event of any conflict between the terms set forth in this SOW and the MSA, the MSA shall be deemed to control the relationship between the parties with respect to the SOW.

ACCEPTED AND AGREED:

“PROVIDER” Kear Groundwater	“CUSTOMER” UPPER VENTURA RIVER GROUNDWATER AGENCY
By:	By:
Print Name: Jordan Kear	Print Name: Bryan Bondy
Title: Principal Hydrogeologist	Title: Executive Director
Date:	Date:

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

DATE: July 11, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Member Agency Cash Advances

SUMMARY

The attached cash advance agreements were prepared pursuant to Board direction to provide \$90,000 in zero interest loans in Fiscal Year 2019/2020 with reimbursement in Fiscal Year 2022/2023. The agreement template was drafted by the City of San Buenaventura and reviewed by Agency Counsel. Meiners Oaks Water District and Ventura River Water District staff reviewed the agreements and requested minor changes that were accepted. There are minor, non-substantive differences between the three agreements. Each agency provides for a \$30,000 advance, with repayment due in Fiscal Year 2022/2023.

RECOMMENDED ACTIONS

Approve the attached cash advance agreements with the City of San Buenaventura, Meiners Oaks Water District, and Ventura River Water District.

BACKGROUND

The adopted Fiscal Year 2019/2020 and long-range budgets assume \$90,000 in zero-interest loans (cash advances) will be obtained in Fiscal Year 2019/2020. The long range budget assumes repayment in Fiscal Year 2022/2023. The Agency requested cash advances from City of San Buenaventura, Meiners Oaks Water District, and Ventura River Water District for amounts up to \$45,000. All three agencies approved the cash advances. Therefore, only \$30,000 is needed from each agency to achieve the \$90,000 borrowing goal.

FISCAL SUMMARY

Please see background.

ATTACHMENTS

- A. City of San Buenaventura Cash Advance Agreement
- B. Meiners Oaks Water District Cash Advance Agreement
- C. Ventura River Water District Cash Advance Agreement

Action: _____

Motion: _____ Second: _____

B. Kuebler ___ D. Engle ___ A. Spandrio ___ S. Rungren ___ G. Shephard ___ E. Ayala ___ L. Rose ___

**AGREEMENT FOR CASH ADVANCE AND REPAYMENT
BETWEEN CITY OF SAN BUENAVENTURA AND
UPPER VENTURA RIVER GROUNDWATER AGENCY**

This agreement for Cash Advance and Repayment ("Agreement"), dated June 30, 2019, for reference purposes, is made and entered into by and between the CITY OF SAN BUENAVENTURA, a charter city and municipal corporation of the State of California ("City"), and the UPPER VENTURA RIVER GROUNDWATER AGENCY ("Agency") (collectively, "Parties").

WHEREAS, City, the County of Ventura, Casitas Municipal Water District, Meiners Oaks Water District, and Ventura River Water District are the members ("Members") of the Agency, a joint powers agency created by such Members pursuant to California Government Code section 6500 et seq. (the "Joint Powers Law") and the Parties' Joint Exercise of Powers Agreement effective as of December 2016 (the "Joint Powers Agreement"); and

WHEREAS, as a Member of the Agency, City has, under Government Code section 6504, subdivision (c) and section 14.2 of the Joint Powers Agreement, the authority to provide advances of public funds to the Agency for the purposes set forth in the Joint Powers Agreement; and

WHEREAS, section 14.3 of the Joint Powers Agreement also provides that the Agency has the authority to repay advances made by Members in accordance with the Joint Powers Law and on terms established by the Upper Ventura River Groundwater Agency Board of Directors; and

WHEREAS, the Agency has requested that City advance to the Agency \$30,000 to provide the Agency with funds to pay certain administrative start-up costs; and

WHEREAS, City's Council approved the making of a short-term cash advance up to \$45,000 to the Agency to be repaid in full by the Agency;

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
ADVANCE AND REPAYMENT**

A. Advance. Upon execution of this Agreement by both Parties, City will advance \$30,000 to the Agency under the terms and conditions of this Agreement.

B. Repayment. The Agency shall repay in full to City the amount advanced by City under this Agreement, with no interest by June 30, 2023.

C. Entire Agreement. This Agreement constitutes the entire agreement between the Agency and City with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever unless expressly included in this Agreement.

UPPER VENTURA RIVER GROUNDWATER AGENCY

By: _____
Bruce Kuebler
Board Chair

_____ Date

APPROVED AS TO FORM:

By: _____
General Counsel

_____ Date

CITY OF SAN BUENAVENTURA

By: _____
Alex D. McIntyre
City Manager

_____ Date

APPROVED AS TO FORM:
Gregory G. Diaz, City Attorney

By: _____
Miles P. Hogan
Assistant City Attorney II

_____ Date

**AGREEMENT FOR CASH ADVANCE AND REPAYMENT
BETWEEN MEINERS OAKS WATER DISTRICT AND
UPPER VENTURA RIVER GROUNDWATER AGENCY**

This agreement for Cash Advance and Repayment ("Agreement"), dated June 30, 2019, for reference purposes, is made and entered into by and between the Meiners Oaks Water District, a California County Water District ("MOWD"), and the UPPER VENTURA RIVER GROUNDWATER AGENCY ("Agency") (collectively, "Parties").

WHEREAS, Ventura River Water District, Meiners Oaks Water District, City of San Buenaventura, the County of Ventura, and Casitas Municipal Water District are the members ("Members") of the Agency, a joint powers agency created by such Members pursuant to California Government Code section 6500 et seq. (the "Joint Powers Law") and the Parties' Joint Exercise of Powers Agreement effective as of December 2016 (the "Joint Powers Agreement"); and

WHEREAS, as a Member of the Agency, MOWD has, under Government Code section 6504, subdivision (c) and section 14.2 of the Joint Powers Agreement, the authority to provide advances of public funds to the Agency for the purposes set forth in the Joint Powers Agreement; and

WHEREAS, section 14.3 of the Joint Powers Agreement also provides that the Agency has the authority to repay advances made by Members in accordance with the Joint Powers Law and on terms established by the Agency Board of Directors; and

WHEREAS, the Agency has requested that MOWD advance to the Agency \$30,000 to provide the Agency with funds to pay certain administrative start-up and Groundwater Sustainability Plan costs; and

WHEREAS, MOWD's Board of Directors approved the making of a short-term cash advance up to \$45,000 to the Agency to be repaid in full by the Agency;

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I
ADVANCE AND REPAYMENT

A. Advance. Upon execution of this Agreement by both Parties, MOWD will advance \$30,000 to the Agency under the terms and conditions of this Agreement.

B. Repayment. The Agency shall repay in full to MOWD the full amount advanced by MOWD under this Agreement, with no interest, by June 30, 2023.

C. Entire Agreement. This Agreement constitutes the entire agreement between the Agency and MOWD with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever unless expressly included in this Agreement.

UPPER VENTURA RIVER GROUNDWATER AGENCY

By: _____
Bruce Kuebler
Board Chair

_____ Date

APPROVED AS TO FORM:

By: _____
General Counsel

_____ Date

MEINERS OAKS WATER DISTRICT

By: _____
Mike Etchart
Board President

_____ Date

APPROVED AS TO FORM:

By: _____
General Counsel

_____ Date

**AGREEMENT FOR CASH ADVANCE AND REPAYMENT
BETWEEN VENTURA RIVER WATER DISTRICT AND
UPPER VENTURA RIVER GROUNDWATER AGENCY**

This agreement for Cash Advance and Repayment ("Agreement"), dated June 30, 2019, for reference purposes, is made and entered into by and between the Ventura River Water District, a California County Water District ("VRWD"), and the UPPER VENTURA RIVER GROUNDWATER AGENCY ("Agency") (collectively, "Parties").

WHEREAS, Ventura River Water District, Meiners Oaks Water District, City of San Buenaventura, the County of Ventura, and Casitas Municipal Water District are the members ("Members") of the Agency, a joint powers agency created by such Members pursuant to California Government Code section 6500 et seq. (the "Joint Powers Law") and the Parties' Joint Exercise of Powers Agreement effective as of December 2016 (the "Joint Powers Agreement"); and

WHEREAS, as a Member of the Agency, VRWD has, under Government Code section 6504, subdivision (c) and section 14.2 of the Joint Powers Agreement, the authority to provide advances of public funds to the Agency for the purposes set forth in the Joint Powers Agreement; and

WHEREAS, section 14.3 of the Joint Powers Agreement also provides that the Agency has the authority to repay advances made by Members in accordance with the Joint Powers Law and on terms established by the Agency Board of Directors; and

WHEREAS, the Agency has requested that VRWD advance to the Agency \$30,000 to provide the Agency with funds to pay certain administrative start-up and Groundwater Sustainability Plan costs; and

WHEREAS, VRWD's Board of Directors approved the making of a short-term cash advance up to \$45,000 to the Agency to be repaid in full by the Agency;

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I
ADVANCE AND REPAYMENT

A. Advance. Upon execution of this Agreement by both Parties, VRWD will advance \$30,000 to the Agency under the terms and conditions of this Agreement.

B. Repayment. The Agency shall repay in full to VRWD the amount advanced by VRWD under this Agreement, with no interest, by June 30, 2023.

C. Entire Agreement. This Agreement constitutes the entire agreement between the Agency and VRWD with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever unless expressly included in this Agreement.

UPPER VENTURA RIVER GROUNDWATER AGENCY

By: _____
Bruce Kuebler
Board Chair

_____ Date

APPROVED AS TO FORM:

By: _____
General Counsel

_____ Date

VENTURA RIVER WATER DISTRICT

By: _____
Peggy Wiles, Board President

_____ Date

By: _____
Bert J. Rapp, General Manager

_____ Date

APPROVED AS TO FORM:

By: _____
Lindsay Nielsen, General Counsel

_____ Date

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

DATE: July 11, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Discussion of Agency Representation by Board Members

SUMMARY

During the May 9, 2019 Director comments, a concern was expressed that the Upper Ventura River Groundwater Agency (“Agency”) was represented on a panel at the Localizing California Waters Conference without prior Board discussion. It was requested that an item be placed on a future Board meeting agenda to discuss parameters for Agency representation by Board members.

Agency Counsel and Staff have discussed this issue and offer the following facts and suggested practices for consideration during your discussion.

1. Pursuant to the Agency’s Joint Power Joint Exercise of Powers Agreement (“JPA”), the Agency Board is comprised of a seven directors representing a diverse mix of interests. The diversity of the Board composition and the Agency Bylaws reflect a commitment of the various interests in the Upper Ventura River Groundwater Basin (“Basin”) to collaboratively achieve groundwater sustainability and broader watershed management objectives. To maintain the trust and collaboration envisioned in the JPA and Agency Bylaws, it is necessary that individual Board Member perspectives or positions be filtered through the Board process before being presented, intentionally or unintentionally, as official Agency perspectives or positions to the public, stakeholders, or other agencies.
2. The Sustainable Groundwater Management Act (SGMA) requires and emphasizes stakeholder outreach and engagement and a robust public process as the cornerstone of the Groundwater Sustainability Plan (GSP) development process. Although individual Board Members may have different opinions on certain matters, ensuring that official Agency perspectives and positions are consistent (and come out of Board discussion in public meetings where stakeholders have a chance to engage) is key to gaining and maintaining stakeholder trust during GSP development and implementation.
3. In addition to, and in parallel with GSP development, the Agency is engaging with the State Water Resources Control Board (SWRCB) and California Department of Fish and Wildlife (CDFW) in the California Water Action Plan (“CWAP”) process to establish an instream flow objective for the Ventura River. As has been discussed at prior Board meetings, the outcome of this process has the potential to impact groundwater

management within the Basin. Consistent messaging of the Agency's official position on matters, therefore, is key to ensuring that the Agency's interests are properly represented in this process and that CWAP outcomes can be integrated with GSP planning.

4. Lastly, the watershed-wide adjudication is proceeding on a separate parallel track. Although the Agency is not currently party to the litigation, potential litigation outcomes may be impacted based on statements concerning the GSA and its planning process. It is important to ensure that any such statements accurately reflect the Board's official position and, as such, should only be issued upon a majority vote of the Board.

As is evident in the foregoing, consistent messaging, preferably approved by the Board, is critical for building and maintaining trust with the public, stakeholders, other public agencies, litigants, and, potentially, the court. Although likely unintentional, consistent Agency messaging can be compromised if Board members share their personal perspectives or the positions on Agency issues while representing the Agency or appearing to represent the Agency. Such situations can be more problematic if the perspectives/positions differ from a majority of the Board or pertain to issues that have not been subject to Board discussion.

Suggested practices include the following:

1. It is recommended that the Board members take reasonable efforts to refrain from communicating Agency policy statements to the public, stakeholders, other agencies, and the court unless specifically authorized by the Board.
2. Comments made outside of the Board meetings to the public, stakeholders, and other agencies should be clearly caveated as personal or that of the member agency or group that you represent on the Board, and not representative of the Agency's official position on a matter (unless the issue has been discussed before the Board and/or the Board as a whole has authorized such statements).
3. Ideally, and budget permitting, staff should take the lead on external communications. Your staff is independent and does not represent any one interest or perspective on the Board and is, therefore, in the best position to neutrally collect information from the public, stakeholders, other agencies and bring that information to the Board for its policy making deliberations.

RECOMMENDED ACTIONS

Discuss parameters for Board Member communications with the public and other public agencies concerning Agency matters and provide direction to staff concerning development of a policy.

BACKGROUND

Please see summary.

FISCAL SUMMARY

None.

Action: _____

Motion: _____ Second: _____

B. Kuebler ___ D. Engle ___ A. Spandrio ___ S. Rungren ___ G. Shephard ___ E. Ayala ___ L. Rose ___

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

DATE: July 11, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Agency Officer Appointments

SUMMARY

In accordance with the Agency Bylaws, officer elections are required at the beginning of each fiscal year. Only Member Directors are eligible for appointment.

RECOMMENDED ACTIONS

Appoint a chair, vice chair, and secretary for the period July 1, 2019 through June 30, 2020.

BACKGROUND

Pursuant to Joint Exercise of Powers Agreement (JPA) Article 7, officers of the Agency shall be selected from the Member Directors and shall be elected by, and serve at the pleasure of the Board of Directors. Pursuant to Agency Bylaws Section 4.2, Board Officers shall be elected at the first meeting at the start of the fiscal year.

FISCAL SUMMARY

None.

Action: _____

Motion: _____ Second: _____

B. Kuebler ___ D. Engle ___ A. Spandrio ___ S. Rungren ___ G. Shephard ___ E. Ayala ___ L. Rose ___

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

DATE: July 11, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Ad Hoc Committees

SUMMARY

Staff recommends that the Board review and consider potential changes to ad hoc committee duties and assignments in light of today’s Board discussions and officer appointments.

Staff also recommends the following changes be considered:

1. Revise the Ad Hoc Budget Committee duties pertaining to budgeting from “develop” or “maintain and update” to “review”. Staff believes it is most efficient and appropriate for staff to develop recommended budgets for committee review rather than vice versa.
2. Dissolve the Ad Hoc Committee to Interface with California Water Action Plan (CWAP) Representatives. This committee was developed prior to UVRGA having staff; because it is most efficient and appropriate for staff to work with staff of other agencies, it is recommended that staff take over the duties of this committee.

RECOMMENDED ACTIONS

Review and consider potential changes to ad hoc committee duties and assignments in light of Board discussions during other July 11 agenda items.

BACKGROUND

Ad Hoc Committee duties and assignments were last reviewed on January 10, 2019.

FISCAL SUMMARY

None.

ATTACHMENT

- A. Ad Hoc Committee Summary Table

Action: _____

Motion: _____ Second: _____

B. Kuebler___ D. Engle___ A. Spandrio___ S. Rungren___ G. Shephard___ E. Ayala___ L. Rose___

UVRGA Ad Hoc Committee Summary Table

Committee	Recent Members	Termination Date	Duties
Ad Hoc Budget Committee to Develop Budget Recommendations and Perform Budget Review Tasks	Angelo Spandrio (c) Bert Rapp Mike Hollebrands	December 31, 2019	<ol style="list-style-type: none"> 1. Maintain and update a proposed multi-year budget through fiscal year 2022; 2. Review budget and expenditures and prepare quarterly budget reports with recommendations; 3. Develop a proposed FY 2020 budget; and 4. Perform other budget-related tasks as may be directed by the Board.
Ad Hoc Funding Committee	Bruce Kuebler (c) Emily Ayala Larry Rose	December 31, 2019	<ol style="list-style-type: none"> 1. Develop funding option recommendations 2. Oversee and advise Board on fee implementation issues.
Ad Hoc Stakeholder Engagement Committee	Larry Rose (c) Bruce Kuebler Emily Ayala	January 31, 2022	<ol style="list-style-type: none"> 1. Perform SEP implementation; 2. Provide monthly updates; 3. Perform ongoing review of SEP; 4. Recommend SEP updates each May; and 5. Perform other stakeholder outreach-related tasks as determined by the Board.
Ad Hoc Committee to Interface with California Water Action Plan Representatives	Bruce Kuebler (c) Diana Engle Susan Rungren	Until GSP Adopted	<ol style="list-style-type: none"> 1. Interface with CDFW and the State Water Resources Control Board