

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, November 14, 2019 at the Public Works Yard Assembly Room, 336 Sanjon Road, Ventura, CA 93001.**

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

November 14, 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 October 10, 2019**
- b. Approve Financial Report for October 2019**
- c. Approve Well Access Agreement For Two City of San Buenaventura Monitoring Wells at Foster Park**

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. Approve Revised Financial Auditor Contract

The Board will consider approving a letter of engagement with Bartlett, Pringle, & Wolf, LLP (BPW) for the Fiscal Year 18/19 Financial Audit, with options for the Fiscal Year 19/20 and 20/21 audits.

b. Accounting Consulting Agreement

The Board will consider approving a letter of engagement with Bartlett, Pringle, & Wolf, LLP (BPW) for as-needed consulting services to update the Agency's Quickbooks system and provide miscellaneous assistance to the Agency Treasurer and approving up to \$10,000 in as-needed accounting consulting services for the current fiscal year, to be authorized at the discretion of the Executive Director.

c. Kear Groundwater Work Order No. 6 for Continued Field Monitoring Services

The Board will consider approving Work Order No. 6 for Kear Groundwater for an amount not-to-exceed \$57,466 for continued groundwater and surface water monitoring and associated reporting through water year 2020/2021 (September 30, 2021) and approving up to \$15,000 in contingency, to be authorized at the discretion of the Executive Director.

9. GSP GRANT ELIGIBLE ITEMS

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

The Board will receive the Ad Hoc Stakeholder Engagement Committee's annual Stakeholder Outreach and Engagement Plan review and consider approving the recommended plan updates.

b. Stakeholder Engagement Plan Implementation Discussion (Grant Category (c): Task 10: Stakeholder Outreach and Engagement)

The Board will consider providing direction to the Ad Hoc Stakeholder Engagement Committee concerning Stakeholder Engagement Plan Implementation.

c. GSP Planning Discussion

The Board will receive an overview of planned GSP development activities and consider providing feedback to the Executive Director.

d. Intra Work Order No. 2 for the Development of the GSP Data Management System, Preparation of GSP Section 2.2.2, Development of a Quantitative Analysis Approach, and Stakeholder Workshop

The Board will consider approving Work Order No. 2 for Intra for an amount not-to-exceed \$108,740 to develop the GSP Data Management System, prepare GSP Section 2.2.2, develop a quantitative analysis approach for the GSP, and present information at a stakeholder workshop and approving up to \$15,000 in contingency, to be authorized at the discretion of the Executive Director.

10. COMMITTEE REPORTS

a. Ad Hoc Stakeholder Engagement Committee

The committee will provide an update on Stakeholder Engagement Plan implementation activities since the last Board meeting and receive feedback from the Board.

11. ADJOURNMENT

The next scheduled Board meeting is December 12, 2019 at 1pm at a location to be determined, due to remodeling of the Casitas Municipal Water District Meeting Room area.

**UPPER VENTURA RIVER GROUNDWATER AGENCY
MINUTES OF REGULAR MEETING OCTOBER 10, 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, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio. Director Glenn Shephard was absent. Also present were: Executive Director and GSP Project Manager Bryan Bondy, Agency Administrator Summer Ward and Attorney Mack Carlson. The following members of the public were present: Bert Rapp (Alternate Director) and Jennifer Tribo.

- 1) **CALL TO ORDER AND ROLL CALL** – Chairperson Diana Engle called the meeting order at 1:03 P.M.
- 2) **PLEDGE OF ALLEGIANCE** – Led by Chairperson Diana Engle.
- 3) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA** - None
- 4) **APPROVAL OF AGENDA** – No changes were proposed.
- 5) **REGULATORY FEE PROTEST HEARING**
 - a. **Ernest and Caroline Ford’s Protest of Estimated July – December 2019 Groundwater Extraction Volume Associated with APN 010-0-050-010**

Executive Director Bondy introduced the Ford’s Protest Hearing and provided background information.

Attorney Carlson reviewed procedural requirements involving the protest hearing and requested that the Directors report an ex parte communications with the Ford’s outside of this hearing and related to this topic:

Director Spandrio – None

Director Rungren – None

Director Rose – None

Director Ayala Reported that the Ford’s are her neighbors and that she spoke with Ernest Ford last week and he stated he was unsure if he would be able to attend the hearing.

Director Kuebler – Reported that he engaged in discussions with the Ford’s during the fee estimation process.

Director Engle – None

Director Kuebler explained that the initial 90 acre-feet per year (AFY) estimate was for 66 acres, he was unaware of the Ford’s March letter, in which the Ford’s estimate only 60 acres and calculated the volume to be 75 AFY not 90 AFY. Director Kuebler stated the requested adjustment to 75 AFY is appropriate. He also noted that the Ford’s are planning to rehab their well and add a meter.

Opened Hearing: 1:10 pm.

No Public Comments

Closed Hearing: 1:11pm.

Director Spandrio made the motion to approve extraction volume adjustment for APN 010-0-050-010 to 75 AFY; provide written notification from staff to the Ford's concerning the adjustment and refund for overpayment of July – December 2019 fees; and, reduce the total extraction volume estimate and fee revenue assumptions as part of the next budget update. Director Kuebler seconded the motion.

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

6) CONSENT CALENDAR

- a. Approve Minutes from July 11, 2019**
- b. Approve Financial Report for July 2019**
- c. Approve Financial Report for August 2019**
- d. Approve Financial Report for September 2019**

Director Kuebler requested that the July minutes be amended to state under item 8c to reflect the point that it is will be necessary for Directors to engage with the public as part of Stakeholder Engagement Plan implementation.

Director Ayala noted grammatical errors requiring correction.

Director Kuebler made the motion to approve the Consent items a-d, including recommended revisions to the July 11, 2019 minutes. Director Engle seconded the motion.

No public comments.

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

7) 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.**

Director Spandrio: No announcements and no time to report.

Director Rungren: The City's State Water Project Interconnection EIR is set for the City Council October 14. No time to report.

Director Rose: No announcements. 3.0 hours for Grant Task 10.

Director Engle: Attended the Ventura River Watershed meeting. The Watershed committee has a new moderator and Clean Water Act Watersmart grants were discussed. No time to report.

Director Ayala: Ojai Library is hosting an informative event Saturday at 1pm, about reintroducing beavers into the region. Citrus returns are the lowest since 1980 due poor market conditions. Some local agricultural land has been put up for sale and there are concerns about agricultural pumpers' ability to pay groundwater extraction fees. No time to report.

Director Kuebler: Same as Director Engle.

Director Shepard: Absent.

8) EXECUTIVE DIRECTOR'S REPORT

The Executive Director provided the following updates:

- Executive Director Bondy stated that although Ms. Ward was able to address the initial email system issues temporarily, the system has been continued to be unreliable. He explained that the current email system is a free add-on to the domain and comes with no technical support. Staff has researched available options. Staff recommends moving the Director and Staff uvrgroundwater.org email accounts to Microsoft Exchange accounts supported by Mitec, a local IT service used by MOWD. This would also occur for any directors who desire to use an Agency email address. Attorney Carlson stated that personal accounts could potentially be subpoenaed as a result of litigation or a public records request; further the best practice is to use an independent email account. Executive Director Bondy and Attorney Carlson paused to review the Agency bylaws and determined that all Directors and staff are required to use an agency email account. Staff will, therefore, pursue necessary Microsoft Exchange email accounts, at the cost of \$16.99/month/account.
- Executive Director Bondy stated that the first grant invoice and progress report were submitted in early August. The initial invoice covers the timeframe from the beginning of eligibility through June 30, 2019. Invoicing and reporting will be quarterly going forward. DWR approval has been delayed because the DWR grant manager was temporarily reassigned to other duties within DWR for the month of September.

Comments are expected by the end of October and payment approximately 3-months later. Director Kuebler requested a copy of the initial submission.

- Executive Director Bondy provided a handout, SWRCB Model Data and Information Request Letter and Table, dated July 16, 2019 (see attachment). He explained that he has been working with Kevin Delano, State Water Resources Control Board (SWRCB) to obtain data compiled for the flow study. The SWRCB has provided Categories A & B for setting up the maps and development of the conceptual model. A GSP kick-off meeting was held with Intra and Kear Groundwater was held on October 3, 2019. Task assignments and general approach were discussed. Executive Director Bondy will prepare the work orders for the first tasks for Board review and approval.
- Executive Director Bondy stated that the monthly calls with the SWRCB and the Department of Fish and Wildlife have not been held recently due to no updates from either party.
- Executive Director Bondy reported that Well Access Agreements for five of the six wells being monitoring by the Agency have been executed. The initial agreements had expired and the new agreements were revised so they will continue indefinitely until one party choses to end the agreement. Director Kuebler has made multiple attempts to contact the land owner for the Casitas Mobile Home Park; he will continue to make contact with the Property Manager. Executive Director Bondy will check records for the land owner's contact information.

9) ADMINISTRATIVE ITEMS

a. Approval of Waiver of Late Fees and Penalties Relating to Groundwater Extraction Regulatory Fee

Prior to discussion of this item, Director Kuebler and Alternate Director Rapp recused themselves and exited the meeting room.

Executive Bondy presented staff's request to approve a one-time waiver of Late Fees and Penalties relating to the Regulatory Fee for the July – December 2019 period, that would provide a grace period of 30 days from the date of a forthcoming statement to the late payers. He stated that the Board could establish a different grace period, but recommended against extending beyond December 31, 2019 to prevent overlap with the next invoices. At the time the staff report was prepared, the Treasurer had reported that one Member Agency and two private pumpers had outstanding balances. The Member Agency payment was recently received.

No Public Comment.

Director Ayala stated that she has been in communication with one of the private pumpers and that a payment is being processed; she also stated that Director Kuebler had been in contact with the other pumper. Additionally, the private pumper has requested that future invoices be emailed, rather than mailed. She stated that private pumpers should not be charge late penalties or interest on the first invoice.

Director Rungren stated support for staff recommendations.

Director Spandrio made the motion to approve the recommended action to waive Late Fees and Penalties relating to the Regulatory Fee for the July – December 2019 billing period for 30 days. Director Rose seconded the motion.

Ayes: Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Recused: Bruce Kuebler.

Absent: Glenn Shephard.

b. Fiscal Year 2018/2019 Budget

Executive Director Bondy reported that the Ad Hoc Budget Committee reviewed the profit and loss (P&L) statement through June 30, 2019. The fiscal year budget report shows \$76,000 under budget, approximately \$30,000 is deferred work and the remaining \$45,000 is real savings.

Executive Director Bondy stated that he plans to work with the Treasurer to reorganize the Quickbooks classifications to provide improved reporting and tracking by Grant Task., For example professional fees appear under multiple budget items which creates confusion and complicated expense tracking. Mound Basin GSA's books will serve as a template.

Executive Director Bondy reported the following budget exceedances and recommend adjustments to eliminate the exceedances: Personnel budget is over by \$260.22 and Planning Activities exceeded by \$15,132.

No Public Comments.

Director Spandrio made the motion to approve moving the following budget amounts from 58010 (Legal Fees):\$260.22 to 50001 (Personnel Expense) and \$15,000 to 61700 (Organization Activities). Director Rungren seconded the motion.

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

c. Financial Auditor Selection and Contract Approval

Executive Director Bondy stated that staff issued a RFP for the next three annual audits to seven firms and two responses were received. The two firms presented for consideration are Bartlett, Pringle & Wolf, LLP and Vasquez & Company, LLP. Executive Director Bondy reminded the Board that Bartlett, Pringle & Wolf performed

the UVRGA's initial audit and had a great experience, of note was the outstanding customer service. Both firms provided similar pricing for the next three audits \$30,000 vs \$30,909, respectively. Staff requested authorization to enter into contact with the auditing firm Bartlett, Pringle & Wolf, LLP, based on pricing and past experience with this firm.

Public Comment:

Alternate Director Rapp stated that VRWD has used the Bartlett, Pringle & Wolf firm and has been very happy with their good quality work.

Director Kuebler made the motion to approve selection of Bartlett, Pringle & Wolf, LLP and authorize the Executive Director to contract with the firm to perform the next three Financial Audits in the amount of \$30,000.00. Director Ayala seconded the motion.

Director Kuebler noted that the salary schedule may change over the next three years. Director Spandrio requested clarification on the listed item "single audit related reports" on "Attachment A." Executive Director Bondy stated that this item is not applicable to UVRGA, it would only apply if the UVRGA was a Federal Grant recipient. Director Engle added that she likes that the firm is local.

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

d. Jurisdictional Overlap between SGMA, Ventura River Flow Study, and the Ventura River Watershed Adjudication and Agency Options for Participation in or Influencing the Adjudication

Attorney Carlson provided a legal perspective concerning the overlap between SGMA, the Ventura River Flow Study and the Ventura River Watershed Adjudication and the Agency's options for participating in or influencing the adjudication. In terms of the adjudication, three options were discussed with the Board. The first option is to intervene and participate in the litigation; this is the most active role but will require the most time and resources. The second option is to amicus briefs with the court regarding the aspects of litigation that could impact the Agency's SGMA compliance. Thirdly, the UVRGA can adopt the GSP, then if sued, could be party to the adjudication. He noted that the flow study, adjudication, and GSP development processes will forward on separate tracks, until the time when they intersect.

Attorney Carlson emphasized that the adjudication and/or flow study are not substitutes for SGMA compliance and that the GSP is due before the adjudication and flow enhancement outcomes will be determined. He noted that ,if the UVRGA was to fail to develop and implement as SGMA-compliant GSP, the State would place the basin in probationary status and implement an interim plan until the GSA remedies the deficiencies, which would be costly and inefficient. Attorney Carlson stated that the

UVRGA will find itself at the intersection of the three processes and will be uniquely situated to provide a forum for developing and implementing solutions that address all three processes.

Public Comment:

Alternate Director Rapp referenced the July 11th Board meeting comments and recommended not doing any model work for the GSP.

Director Rungren made the motion to receive and file the staff report. Director Rose seconded the motion.

Director Spandrio stated that he feels the interim settlement between ChannelKeeper and City of Ventura was moved forward based on the scientific data that was provided. The UVRGA should be involved in the adjudication and keep our data input; possibly through the SWRCB.

Director Kuebler commented on the mediation process of 164 days, and asked how we engage in that process. Attorney Carlson replied that the UVRGA would need to become a party of the adjudication to participate in mediation. Otherwise, the Agency will have to wait for information to be released.

Director Engle stated that it is clear that other parties are agreeing on studies in the mediation process and that each Member Agency can work with their respective counsel to make sure information is shared.

Director Ayala stated that it would be premature to participate in the adjudication and recommended keeping this as an ongoing discussion topic. She recommended revisiting this topic 3-4 times per year.

Director Rungren agreed that receiving updates 3 times per year is reasonable.

Director Kuebler provided a separate handout on which he outlined his personal thoughts on “GSP Procedural Issues” related to litigation and SWRCB instream flow studies and stated that he hopes to keep costs down by minimizing overlap in activities (see attachment to minutes).

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

10) GSP GRANT ELIGIBLE ITEMS

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

Director Rose reported that the Ad Hoc Stakeholder Engagement Committee performed the annual review and update of the Stakeholder Engagement Plan. Director Rose stated there were no substantive changes. Director Rose noted that the plan update was not included in the Agenda packet. Executive Director Bondy stated that the updated plan was not received from the committee.

No Public Comments.

Director Kuebler asked for clarification on how the City of Ojai will be kept up to date, per the plan. Executive Director Bondy replied that the Committee will need to present the recommended implementation actions for Board consideration and/or approval.

The Board requested the Stakeholder Engagement Plan Implementation discussion be added to the November Regular Board agenda.

Director Rose made the motion continue the Stakeholder Engagement Plan Annual Review and Update and add discussion of Plan Implementation. Director Kuebler seconded the motion.

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

b. Data Gap Tasks Update (Grant Category (b))

Executive Director Bondy referred the Directors to the summary table in the staff report.

Grant Task 1 (Groundwater Level Monitoring): Data Gap 4 (Northern Boundary) will be addressed using data collected by MOWD from its Well No. 2. This will save money by not installing an Agency data logger in this area. Data Gap 3 (Southern Boundary) will be addressed by installing Agency data loggers in two monitoring wells owned by the City of Ventura at Foster Park (1 at entrance and 1 at north end of park). Data Gap 2 (San Antonio Creek Confluence) will require new monitor be installed as part of another grant task. Data Gap 1 (Bedrock) sits below the alluvial channel and is very complex with different rock formations. Establishing monitoring locations in bedrock will be deferred, pending further evaluation as part of GSP development. Groundwater level and surface water monitoring reports will be presented in early 2020. Reporting will be completed on a water year schedule moving forward.

Task 2 (Project Monitoring Plan) is on hold pending access to drill the wells in Task 6.

Task 3 (Surface Water – Groundwater Interface Monitoring): Weekly visual observations of the river are ongoing. A technical memorandum is due in January.

Task 4 (Groundwater Extraction Estimates): A memo summarizing the Ad Hoc Funding Committee's findings was not required before first grant invoice, This memorandum will need to be finalized memo and submitted to DWR.

Task 5 (Water Year Hydrologic Data Analysis): This task is budgeted for FY 19/20. A proposal has been requested from Kear Groundwater.

Task 6 (Subsurface Inflow Data): Work is pending access from OVLC for monitoring well drilling. Access is delayed due to property transfer and mitigation certification by the State.

Task 7 (Surface Water Flow Data): monitoring is ongoing A monitoring report is due in January.

Task 8 (Natural Habitat Evapotranspiration Analysis): The work is budgeted for 19/20 and 20/21. A proposal has been requested from Kear Groundwater.

Executive Director Bondy noted that current work orders cover groundwater monitoring through May 2020, surface water-groundwater interface monitoring through September 2019, and surface water flow measurements through December 2019. Executive Director Bondy stated that monitoring should continue as it is vital to GSP development and implementation. He has a proposal from Kear Groundwater for continued monitoring.

No Public Comments

Director Rungren made the motion to receive the staff report. Director Ayala seconded the motion.

Ayes: Bruce Kuebler, Emily Ayala, Diana Engle, Larry Rose, Susan Rungren and Angelo Spandrio.

Noes: None.

Absent: Glenn Shephard.

11) COMMITTEE REPORTS

None.

12) ADJOURNMENT – The meeting was adjourned at 3:39pm. The next scheduled Board meeting is November 14, 2019, at 1 pm at the **Public Works Yard Assembly Room, 336 Sanjon Road, Ventura, CA 93001.**

Action: _____

Motion: _____ Second: _____

B.Kuebler____ D.Engle____ A.Spandrio____ S.Rungren____ G.Shephard____ E.Ayala____ L.Rose____

GSP PROCEDURAL ISSUES IDENTIFIED BY DIRECTOR KUEBLER
RELATED TO LITIGATION AND SWRCB INSTREAM FLOW PROCESS

UPPER VENTURA RIVER GROUNDWATER BASIN

THE ISSUE

Effect of an interim instream flow agreement on preparation of GSP.

BACKGROUND

The major issue for the GSP is beneficial uses affected by pumping caused depletion of interconnected surface waters. The endangered steelhead trout is the most significant instream use.

Litigation settlement through mediation has potential to establish a protective interim instream flow during GSP preparation period. An interim flow agreement lasting 164 days was recently approved .

Interim could mean until GSP completion, until a voluntary agreement settles issues, until the SWRCB establishes a flow, or until watershed water rights are adjudicated. Given that a GSP can't affect water rights, the other three options are more likely.

SWRCB's numerical computer model is DWR's preference over an analytical model for evaluating basin hydrologic responses. It will not be available until mid-2021, too late to be of practical use in developing GSP.

There is a short term interim flow agreement lasting 164 days. There are no procedural issues if this interim flow agreement isn't extended. GSP will be based on best analytical information available to establish what, in effect, would be an interim minimum threshold for steelhead. A re-evaluation will take place as soon as the SWRCB model is accessible and DFW makes public its instream flow recommendation to SWRCB. Issues with SWRCB instream flow and litigation would be addressed after GSP approval.

PROCEDURAL ISSUES

These arise if the interim flow agreement is extended to cover most of GSP preparation period. Some examples:

- Would interim flow determine minimum threshold for groundwater elevation?
- How could that be determined without a numerical model?
- Could GSP be prepared independent of the interim flow because the flow isn't based on surface water groundwater interaction?

- Could the interim flow be included as a proxy for minimum threshold until more information is available?
- Could the GSP be conditionally approved pending results from SWRCB and litigation activity?
- Could the GSP focus primarily on Basin Setting with only a framework for other chapters dependent upon minimum threshold determination?
- Which regulatory agencies should be involved in these issues, when, and which personnel? SWRCB has SGMA and instream flow units and legal representation therefor, DFW has its instream flow unit and legal representation, and DWR has approval authority but isn't involved in litigation or instream flow processes.
- Should DWR become involved in mediation process? If so, should it be represented by management, Attorney General's office, or both?
- What coordination is there, or should there be, in Attorney General's office between attorneys representing SWRCB instream flow unit, SGMA unit, DFW instream flow, and possibly DWR? (e.g. Nicole Kuenzi is SGMA, Mark Melnick is instream flow, and Carol Boyd [and Eric Katz] is DFW). Should their positions be influenced by GSP process, i.e., consideration of how to make GSP process maximally effective while protecting instream flow?
- Does an interim flow agreement effectively negate need for minimum threshold in GSP?
- Is there an obligation for GSP to include the interim flow?
- Does GSP need to include management projects to achieve the interim instream flow?
- What effect does cost sharing agreement through mediation for interim flow have on financing for GSP development and implementation?
- What effect does interim flow agreement have on stakeholder participation because key element in GSP is decided by few participants involved in litigation?
- Does UVRGA in effect become a kind of watermaster administering a voluntary agreement satisfying SWRCB mandate for an instream flow or a litigation settlement agreement?
- Should UVRGA legal counsel become involved in mediation process because of implications it has for GSP? If so, should 'client' representative be Executive Director, Board Chair, or both? If so, this could give UVRGA representation in a voluntary agreement settling Water Board likely mandate.
- Is it economically responsible to spend UVRGA money on elements of GSP that are likely to superseded by litigation or Water Board mandate?
- If the GSP process is perceived to be separate from the litigation, what is a plausible scenario for resolution of the above issues?

Many of the above are exclusively internal to UVRGA; others are internal and external; remainder are external.

Bwk101019



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<https://uvrgroundwater.org/>

July 16, 2019

Kevin Delano
Instream Flow Unit, Division of Water Rights
State Water Resources Control Board
1001 I Street, 14th Floor
Sacramento, CA 95814

Transmitted via email attachment to Kevin.DeLano@Waterboards.ca.gov

Dear Kevin:

Per our discussions, Upper Ventura River Groundwater Agency (UVRGA) is seeking data and preliminary analysis from with the State Water Resources Control Board's (SWRCB) Integrated Groundwater-Surface Water Model of the Ventura River Watershed project for use in Groundwater Sustainability Plan development.

The attached table details UVRGA's request and is intended to facilitate further communication regarding this request. It would be very helpful if you could work with me to complete the table.

Sincerely,

Bryan Bondy
Executive Director

Attachments: (1) SWRCB Model Data and Information Request Table

SWRCB Model Data and Information Request

| No. | Batch | Data/Info Element | Description | Can Share? (Y/N) | Est. Date Avail. |
|-----|------------------|---|---|---------------------|------------------|
| 1 | A – Base Map | GIS Data | Study Plan – all relevant maps (list to be provided separately) Geological Analysis – all relevant maps (list to be provided separately) | | |
| 2 | B - HCM | Boring logs / well completion forms | Reference: Geologic Analysis Memo, p.2 | | |
| 3 | B - HCM | Alluvium thickness study by DeLano | DeLano, K., 2017. Analysis of Ventura River Well logs by K. DeLano (SWRCB), submitted to Gregory Schnaar (DBS&A). | | |
| 4 | B - HCM | Geophysical logs | Reference: Geologic Analysis Memo, p.3 | | |
| 5 | B - HCM | Land Surface Elevations | Reference: Study Plan, Table 4.1 (GIS format) | | |
| 6 | B - HCM | Soil Types/Attributes | Reference: Study Plan, Table 4.1 (GIS format) | | |
| 7 | B - HCM | GIS Data | Covered in Item No. 1 (GIS data for Elevation of Alluvium Bottom and Alluvium Thickness) | | |
| 8 | C - GW Data | Groundwater level data | Data compiled for study, preferably in Excel or Access format | | |
| 9 | C - GW Data | Groundwater quality data | Data compiled for study, preferably in Excel or Access format | | |
| 10 | D - SW Data | Streamflow gage data | Reference: Study Plan, Table 4.1 | | |
| 11 | D - SW Data | Wet-dry data | Reference: Study Plan, Table 4.1 | | |
| 12 | D - SW Data | Surface Water Diversions/Withdrawals | Reference: Study Plan, Table 4.1 | | |
| 13 | D - SW Data | Surface water quality data | Data compiled for study, preferably in Excel or Access format | | |
| 14 | D - SW Data | Stream Network | Reference: Study Plan, Table 4.1 | | |
| 15 | D - SW Data | Stream Geometry and Other Attributes | Reference: Study Plan, Table 4.1 | | |
| 16 | E- Water Balance | Precipitation (raw data) | Reference: Study Plan, Table 4.1 | | |
| 17 | E- Water Balance | Precipitation (calculated) | Spatial and temporal distributions resulting used in PRMS | | |
| 18 | E- Water Balance | Potential ET | Reference: Study Plan, Table 4.1 | | |
| 19 | E- Water Balance | Land Use | Reference: Study Plan, Table 4.1 (GIS format) | | |
| 20 | E- Water Balance | Imperviousness | Reference: Study Plan, Table 4.1 (GIS format?) | | |
| 21 | E- Water Balance | Irrigation Rates & Attributes for Urban Landscaping | Reference: Study Plan, Table 4.1 | | |
| 22 | E- Water Balance | Irrigation application rates by crop type | Reference: Study Plan, Table 4.1 | | |

| No. | Batch | Data/Info Element | Description | Can Share? (Y/N) | Est. Date Avail. |
|-----|------------------|---|--|------------------|------------------|
| 23 | E- Water Balance | Estimated groundwater extractions by well | Reference: Study Plan, Section 5.2 | | |
| 24 | E- Water Balance | Assumed Arundo ET rates | Rates used (or will be used) in modeling | | |
| 25 | E- Water Balance | Areas of Septic Tanks | GIS shapefile preferred | | |
| 26 | E- Water Balance | Sewered Areas | GIS shapefile preferred | | |
| 27 | E- Water Balance | Estimated Sewer line loss/gain | Format TBD | | |
| 28 | E- Water Balance | CMWD water deliveries | Unsure what format this is being compiled in - tabular data for mapped areas with a GIS shapefile is preferred | | |
| 29 | E- Water Balance | Estimates of focused recharge in drainage channels not simulated with SFR package | Format TBD | | |
| 30 | E- Water Balance | Preliminary Model Water Balance Output | Further discussion required – UVRGA would greatly benefit from certain outputs from the calibrated model (i.e. following completion of Step 3 of model development approach) without having to wait for model release or model report. Key outputs would include water balance for UVRB area and simulated groundwater levels, surface water flows, etc. The UVRGA technical team is capable of generating output if model files are provided for the final calibration run from Step 3 of the model development approach. | | |

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

DATE: November 14, 2019
TO: Board of Directors
FROM: Karen Palm, Bookkeeper-Treasurer
SUBJECT: Approve Financial Report for October 2019

September UVRGA Balance \$ 151,570.26

October 2019 Activity:

Revenues: Cash Advances & Extraction Fees \$ 126,683.15

October Expenditures Paid:

| | | | |
|------------|-------------------|--------------------------------------|-------------|
| Auto | EDD | FY2019 2d Qtr State P/R Tax | \$ 282.75 |
| Auto | IRS | FY2019 2d Qtr Federal P/R Tax | \$ 1,057.68 |
| Auto | IRS | CY2019 3d Qtr Federal Unemploymt Tax | \$ 9.93 |
| Debit Card | US Postal Service | Stamps | \$ 23.30 |

Checks Pending Signature:

| | | | |
|-------|-------------------------|------------------------|-------------|
| #2067 | Caroline & Ernest Ford: | Extraction Fee Refund | \$ 584.18 |
| #2068 | Bondy Groundwater | October services | \$ 9,705.86 |
| #2069 | Kear Groundwater | July - August services | \$ 3,580.00 |
| #2070 | MOWD | September services | \$ 930.00 |
| #2071 | Kear Groundwater | September services | \$ 3,780.00 |
| #2072 | Karen Palm | October payroll | \$ 2,196.88 |

Total Expenditures Paid & To Be Paid - November \$ 22,150.58

October UVRGA Ending Balance: \$ 256,102.83

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: November 14, 2019

TO: Board of Directors

FROM: Agency Staff

SUBJECT: Approve Well Access Agreement for Two City of San Buenaventura Monitoring Wells
at Foster Park

SUMMARY

The Executive Director has worked with the City of Ventura to obtain access for monitoring groundwater levels in two City-owned monitoring wells located at Foster Park. Monitoring groundwater levels in this area will address a key data gap at the southern edge of the basin.

The City is agreeable to using the Agency's standard well access agreement with the addition of a liability insurance requirement. The Agency maintains liability insurance and the City has accepted the Agency's proof of insurance. Because this is considered a material change to the standard well access agreement, Board approval is required.

RECOMMENDED ACTIONS

Approve the Well Access Agreement For Two City of San Buenaventura Monitoring Wells at Foster Park (Attachment A).

BACKGROUND

The Board approved the standard well access agreement on March 14, 2019.

FISCAL SUMMARY

None.

ATTACHEMENTS

- A. Well Access Agreement For Two City of San Buenaventura Monitoring Wells at Foster Park

Action: _____

Motion: _____ Second: _____

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

WELL ACCESS AGREEMENT

Upper Ventura River Groundwater Agency

| Well Numbers | APN | Address |
|--------------------------------|-----------|-----------------------|
| Test Well #1 (No SWN assigned) | 060029001 | 59 Casitas Vista Road |
| Test Well #4 (No SWN assigned) | 060029001 | 59 Casitas Vista Road |

This Access Agreement (“Agreement”) hereby permits the UPPER VENTURA GROUNDWATER AGENCY, hereinafter referred to as UVRGA, its employees and agents (“UVRGA Personnel”), to enter upon and have a license to access the real property, identified by the Accessor Parcel Number (“APN”) and address above and as more accurately depicted in Exhibit A, (“Property”) owned by the “Property Owner”. UVRGA and Property Owner may also be referred to singularly as “Party” or collectively as the “Parties”.

RECITALS

- A. UVRGA is the Groundwater Sustainability Agency for the Upper Ventura River Groundwater Basin (“Basin”) formed pursuant to the Sustainable Groundwater Management Act (“SGMA”) of 2014.
- B. The UVRGA will be conducting a study of the Upper Ventura River Groundwater Basin to draft a Groundwater Sustainability Plan for the Basin in compliance with SGMA.
- C. As part of this study, the UVRGA will take periodic groundwater level measurements and groundwater quality samples from the water wells (“Wells”) located on the Property.
- D. In connection therewith, Property Owner has agreed to allow UVRGA Personnel access to the Property to undertake groundwater level measurements and quality samples from the Wells based on the terms and conditions set forth in this Agreement.

AGREEMENT

Now, therefore, in the consideration of the foregoing, it is understood and intended that Property Owner grants UVRGA a revocable and non-assignable license or authority for UVRGA

Personnel to enter upon the Property for the below stated purposes and uses. This Agreement does not convey an interest in land or easement in the Property to UVRGA.

Scope of License. Said license is given for, and limited to, the following purposes and uses. Ingress and egress to the Well by UVRGA Personnel along a route within the Property acceptable to Property Owner to perform Well monitoring. Well monitoring shall consist of installing a data logger in the Well and visiting the Well quarterly to download data from the data logger and as needed for maintenance. UVRGA personnel may also collect groundwater samples from the well for laboratory analysis of general minerals. Sampling will occur no more frequently than semi-annually. If more frequent groundwater sampling or testing for other constituents is desired, UVRGA will obtain approval from Property Owner.

UVRGA Monitoring Equipment. UVRGA equipment installed in and on the Wells, including data loggers, sensors, instruments and other measurement devices, is and remains the sole and separate property of UVRGA.

Data Collection. In exchange for the rights permitted herein, UVRGA may, at the Property Owner's election, provide the Property Owner with an electronic copy of data collected from the Wells annually upon request of the Property Owner. To annually receive an electronic copy of the data collected from the Well from UVRGA, Property Owner must initial here (SK) and provide an email address where you can receive said data: jtribo@venturawater.net.

Data shall be provided concurrently with annual report publication. UVRGA shall not be responsible for any delay or failure to provide such information if due to the Property Owner's failure to permit UVRGA access to the Property as provided in this Agreement, or if caused by foreseeable or unforeseeable circumstances beyond UVRGA's reasonable control. The Property Owner further acknowledges and agrees that the Property Owner is solely responsible for analyzing and interpreting the information provided by UVRGA and for how it chooses to use the information.

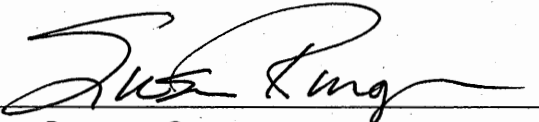
Revocation and/or Termination. This Agreement is freely revocable by UVRGA and by the Property Owner, subject to the Property Owner giving UVRGA a reasonable time to collect UVRGA's data loggers and monitoring equipment from the Well. Notwithstanding, UVRGA desires this Agreement to continue indefinitely. The Agreement will continue in full force and effect until thirty (30) days after notice of the intent to revoke the Agreement is provided by either Party to the other Party.

Indemnification. By accepting this Agreement, the UVRGA agrees to indemnify and hold the undersigned Property Owner harmless from any and all liability to, or claim of, any UVRGA Personnel which may result from or arise out of UVRGA's entry and operation on the Property pursuant to this Agreement except for the Property Owner's willful misconduct. UVRGA agrees

to maintain liability insurance and provide the Property Owner a copy of relevant insurance documents prior to the commencement of monitoring.

Entire Agreement. This Agreement is the final expression of, and contains the entire Agreement between, UVRGA and the Property Owner with respect to the subject matter hereof and supersedes all prior understandings.

Signatures. Property Owner represents and warrants that he or she owns the Property and Well described herein and has the power and authority to execute and deliver this Agreement.

By: 
Property Owner

Dated: 11-7-19

Property Owner Name: City of San Buenaventura
Property Owner Address: 501 Poli Street
Ventura, CA 93001

If you wish to be notified in advance when UVRGA Personnel will be on your Property, please provide a telephone number where you can be reached.

Telephone (day): 805-652-4563 Telephone (evening): _____

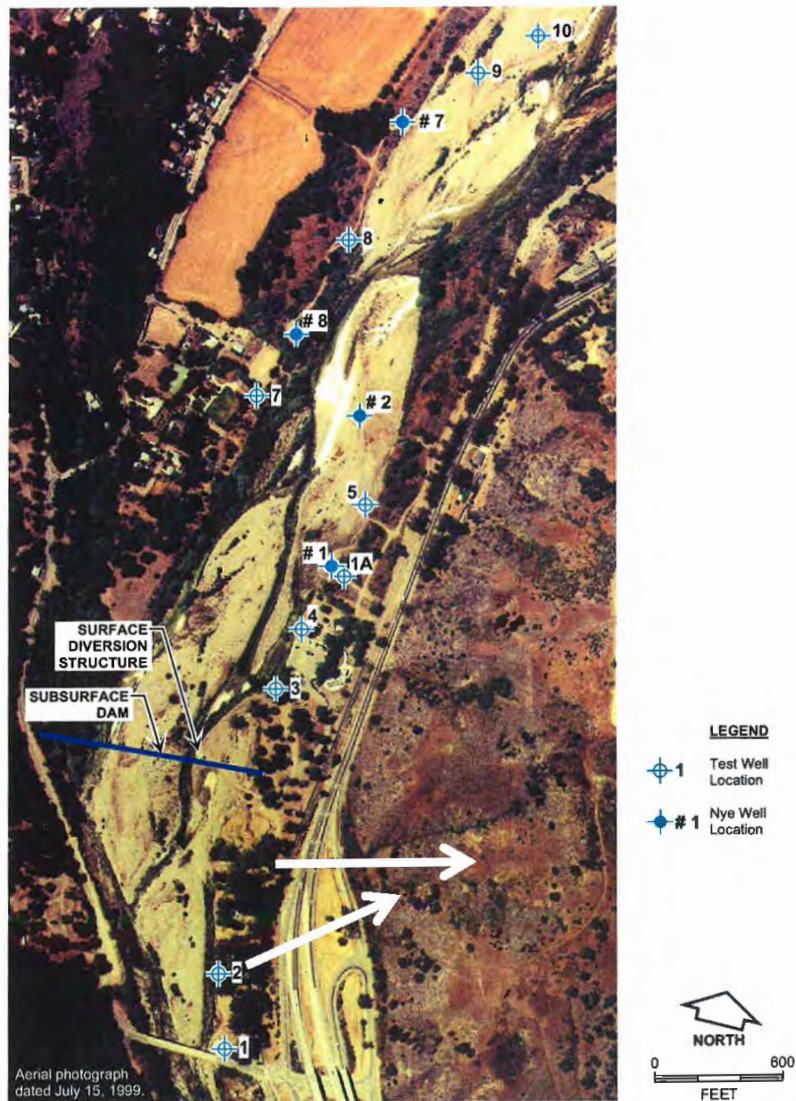
ACCEPTED ON BEHALF OF THE UVRGA:

By: _____

Bryan Bondy, Executive Director, Upper Ventura River Groundwater Agency

EXHIBIT A

January 2002
 Project No. 00-71-2361



FOSTER PARK WATER SUPPLY FACILITIES AND WELL LOCATION MAP
 Hydrogeologic Investigation
 Avenue Water Treatment Plant/Foster Park Improvement Project
 Kennedy/Jenks Consultants

PLATE 6

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

DATE: November 14, 2019

TO: Board of Directors

FROM: Agency Staff

SUBJECT: Approve Revised Financial Auditor Contract

SUMMARY

In October 2019, the Board authorized the Executive Director to execute a contract with Bartlett, Pringle, & Wolf, LLP (BPW) for the next three annual audits (Fiscal Years 2018/2019, 2019/2020, and 2020/2021). The approved fee of \$30,000 included a bulk pricing discount for three audits.

Following the October 2019 Board meeting, the Executive Director and Agency Counsel determined that it would not be prudent to guarantee audit services for the next three years. The reason for this is related to the applicable Government Code sections for agencies formed pursuant to a joint powers agreement, which has different audit procedures depending on who serves in the treasurer position. In the event of a change in the treasurer position, the Agency may be required to have audits performed by a Member Agency or a firm contracted by a Member Agency. If this occurred during Fiscal Year 2019/2020 or 2020/2021, the Agency might not need audit services and could end up breaching its contract with BPW.

In light of this, BPW has agreed to provide separate pricing for three annual audits, which is reflected in their engagement letter (Attachment A). The proposed fees are \$12,000 for FY 2018/2019, \$12,500 for FY 2019/2020, and \$13,000 for FY 2020/2021. The total would be \$37,500, if all three audits are performed by BPW.

The Executive Director and Agency Counsel have reviewed the engagement letter.

RECOMMENDED ACTIONS

Authorize the Executive Director to execute the attached letter of engagement with Bartlett, Pringle, & Wolf, LLP for the Fiscal Year 2018/2019 Financial Audit, with options for the Fiscal Year 2019/2020 and 2020/2021 audits.

BACKGROUND

Resolution 2018-3 established an annual audit frequency.

FISCAL SUMMARY

Audit fees for the FY 2018/2019 audit would be \$12,500 compared to \$10,300 in the approved current fiscal year budget. Audit fees for all three years would be \$37,500, compared to the \$31,836 estimate included in the approved long-range budget. Savings achieved during Fiscal Year 2018/2019 covers the difference between budgeted and actual costs for the audits.

ATTACHEMENTS

A. BPW Engagement letter for Audit Services dated October 14, 2019.

Action: _____

Motion: _____ Second: _____

B. Kuebler____ D. Engle____ A. Spandrio____ S. Rungren____ G. Shephard____ E. Ayala____ L. Rose____



BARTLETT, PRINGLE & WOLF, LLP
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

October 14, 2019

Karen Palm
Upper Ventura River Groundwater Agency
c/o Meiner Oaks Water District
202 W. El Roblar Drive
Ojai, CA 93023

Dear Karen:

Bartlett, Pringle & Wolf, LLP ("BPW") appreciates the opportunity to work with you. To minimize the possibility of a misunderstanding between us, we are setting forth pertinent information about the services we will perform for you. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Audit Services

We will audit the financial statements of Upper Ventura River Groundwater Agency (the "Agency"), which are comprised of the statement of net position as of June 30, 2019, with an option to extend on an annual basis for 2020 and 2021, and the related statements of revenue, expenses and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Accounting standards generally accepted in the United States of America call for certain required supplementary information (RSI) to accompany the basic financial statements. The Governmental Accounting Standards Board also considers this information a necessary part of financial reporting as it provides perspective to the basic financial statements. Therefore, as part of this engagement, we will apply limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will primarily consist of inquiries of management regarding their methods of measurement and presentation. However, we will not express an opinion or provide any assurance on this RSI as our limited procedures do not provide us with sufficient evidence to do so under our professional standards. Consequently, the financial statements we present to you will include the following required RSI that will not be audited and, as such, our report will disclaim an opinion on this RSI:

- Management's Discussion and Analysis

We also understand that supplementary information other than RSI will accompany Upper Ventura River Groundwater Agency's basic financial statements. In accordance with GAAS, we will apply auditing procedures and other additional procedures deemed necessary to the following supplementary information accompanying the basic financial statements in order to provide an opinion on this information in relation to the financial statements as a whole:

The statements we present to you will include the following additional information that will not be subject to the auditing procedures applied in our audit of the basic financial statements and for which our report will disclaim an opinion:

- Organization of the Agency
- Schedule of Selected Operating Expenses

Our engagement will also include the preparation of the annual Special District Report to the State Controller for the year ended June 30, 2019.

Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional supplementary information referred to above when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with GAAS and the Minimum Audit Requirements of the State Controller's Office. Our professional standards as defined by GAAS require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

Our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of the Agency and other procedures we consider necessary. The procedures we determine necessary will depend on our professional judgment as auditors and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether from errors, fraudulent financial reporting, misappropriations of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If we deem it appropriate, our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include

direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals and third parties (e.g., creditors or financial institutions). As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters. These representations will include acknowledging our assistance with the preparation of your financial statements, the supplementary information, and notes accompanying these documents, and that you have reviewed and approved these documents, approved their release, and that you have accepted responsibility for them.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we will consider internal controls relevant to the preparation and fair presentation of the Agency's financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your internal control. In accordance with our professional standards, we will communicate in writing to the appropriate level of management and those charged with governance matters concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the Agency's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that the Agency complies with applicable laws, regulations, contracts, and other agreements.

As this engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the audit services described in this agreement.

Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Danna D. McGrew is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Bartlett, Pringle & Wolf's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Responsibilities of Management and Those Charged with Governance

As part of our engagement, we may advise you about appropriate accounting principles and their application; however, the management of the Agency acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. This responsibility includes the financial statements, all accompanying information, and the representations that accompany them. As such, the management of the Agency is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

Management is also responsible for the preparation and fair presentation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). You agree that you will confirm your understanding of your responsibilities with respect to the supplementary information in your representation letter. You further agree to include our report on the supplementary information in any document that contains and indicates that we have reported on such supplementary information. In addition, you also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

By your signature below, you also acknowledge that the management of the Agency is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, and all accompanying information, that are free from material misstatement, whether due to fraud or error. This responsibility includes the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information of the Agency and the respective changes in financial position and where applicable, cash flows, in conformity with accounting principles generally accepted in the United States of America. In addition, management is also responsible for having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization that involves management, employees who have significant roles in internal control, regulators, and others where fraud could have a material impact on the financial

statements. The management of the Agency is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Agency received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Agency complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, noncompliance with laws and regulations, or violations of contracts and agreements. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your representation letter.

Management's responsibilities also include designating qualified individuals with suitable skill, knowledge, and/or experience to be responsible and accountable for overseeing financial statement preparation and any other non-attest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them.

You further acknowledge and understand that management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

The Agency agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our permission. Any such request is also a matter for which separate arrangements will be necessary. After obtaining our permission, the Agency also agrees to provide us with printer's proofs or master of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Agency seeks our permission, we will be under no obligation to grant such permission or approval.

Written Report

We expect to issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to the Board of Directors of the Agency. We cannot provide assurance that an unmodified opinion will be expressed on the financial statements. Circumstances may arise in which it is necessary for us to modify our opinion, add emphasis-of-matter or other-matter paragraphs, decline to express an opinion or withdraw from the engagement.

Information Security

Bartlett, Pringle & Wolf, LLP is committed to the safe and confidential treatment of the Agency's proprietary information. Bartlett, Pringle & Wolf, LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The Agency agrees that it will not provide Bartlett, Pringle & Wolf, LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the Agency's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be

as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Other Matters

In accordance with the terms and conditions of this agreement, the Agency shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, the Agency releases and indemnifies our firm and its personnel from any and all claims, liabilities, cost and expenses attributable to any misrepresentation by management and its representatives.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs, such as report production, typing, and postage. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 90 days, at our election, we may stop all work until your account is brought current, or withdraw from this engagement. The Agency acknowledges and agrees that we are not required to continue work in the event of Agency's failure to pay on a timely basis for services rendered as required by this engagement letter. The Agency further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Agency's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services. The fees for this engagement will be \$12,000 for June 30, 2019, \$12,500 for option year June 30, 2020 and \$13,000 for option year June 30, 2021. That estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of

the request to suspend our work, Bartlett, Pringle & Wolf, LLP may, at its sole discretion, terminate this arrangement letter without further obligation to the Agency. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for Bartlett, Pringle & Wolf, LLP to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Professional standards require us to be independent with respect to the Agency. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions so that we can implement appropriate safeguards to maintain our independence.

It is our policy to keep records related to this engagement for seven years. However, Bartlett, Pringle & Wolf, LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Bartlett, Pringle & Wolf, LLP shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.), by third parties arise against the Agency or its officers subsequent to this engagement, which results in the subpoena of documents from Bartlett, Pringle & Wolf, LLP and/or requires additional assistance from us to provide information, depositions or testimony, the Agency hereby agrees to compensate Bartlett, Pringle & Wolf, LLP (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.), and to indemnify us for any attorney's fees to represent Bartlett, Pringle & Wolf, LLP.

In addition, you further agree that in the event our firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by Bartlett, Pringle & Wolf, LLP in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us in the enclosed self-addressed envelope.

Very truly yours,

BARTLETT, PRINGLE & WOLF, LLP

Certified Public Accountants and Consultants



Danna D. McGrew

Partner

DDM/jf
Enclosures

Approved:

Signature

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

DATE: November 14, 2019

TO: Board of Directors

FROM: Agency Staff

SUBJECT: Accounting Consulting Agreement

SUMMARY

The Executive Director recommends reorganizing the Agency's Quickbooks chart of accounts and expense classifications to facilitate reporting of expenses in logical manner that is consistent with the Agency's Proposition 1 grant. Currently, the books are not setup correctly because professional services are spread across professional services accounts and a number of grant tasks accounts. The current setup precludes simultaneous and proper tracking of professional services in aggregate and by grant task, which complicates project management and may pose issues during a DWR grant audit. The advisable approach is to eliminate the grant task accounts and instead book professional services against the professional services accounts together with an expense classification that identifies the grant activity. This is how the Mound Basin GSA books have been setup by United Water Conservation District's Controller.

In order to ensure that the chart of accounts and expense classifications are setup and existing records reclassified correctly, it is recommended that this work be performed by an accounting firm. The Executive Director recommends contracting with Bartlett, Pringle, & Wolf, LLP (BPW) for these services because they are familiar with the Agency's books and will be performing the Fiscal Year 2018/2019 audit. Because this work would need to be completed before the audit, it would be impractical to seek the services of another firm. Under the proposed agreement, BPW would also be available to provide other services, as needed. This would provide a helpful resource for the Agency Treasurer as questions do arise from time-to-time.

BPW provided the attached engagement letter for as-needed consulting services. The Executive Director and Agency Counsel have reviewed the engagement letter. The cost to update the Agency's Quickbooks accounts is estimated to be less than approximately \$10,000.

RECOMMENDED ACTIONS

Authorize the Executive Director to execute a letter of engagement with Bartlett, Pringle, & Wolf, LLP for as-needed consulting services to update the Agency's Quickbooks system and provide miscellaneous assistance to the Agency Treasurer. Approve up to \$10,000 in as-needed accounting consulting services for the current fiscal year, to be authorized at the discretion of the Executive Director.

BACKGROUND

N/A

FISCAL SUMMARY

The cost to update the Agency's Quickbooks accounts is estimated to be less than approximately \$10,000. Costs for accounting consulting services are not included in the approved budget, but the services are necessary for efficient management of the Agency's financial matters. Savings achieved during Fiscal Year 2018/2019 covers the cost of these previously unanticipated services.

ATTACHEMENTS

A. BPW Engagement letter for Consulting Services dated October 14, 2019.

Action: _____

Motion: _____ Second: _____

B. Kuebler____ D. Engle____ A. Spandrio____ S. Rungren____ G. Shephard____ E. Ayala____ L. Rose____



BARTLETT, PRINGLE & WOLF, LLP
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

October 14, 2019

Karen Palm
Upper Ventura River Groundwater Agency
c/o Meiner Oaks Water District
202 W. El Roblar Drive
Ojai, CA 93023

Dear Karen:

This letter is to explain our understanding of the arrangements for Non Audit Services we are to perform for Upper Ventura River Groundwater Agency (the Agency) for the period beginning July 1, 2018 through June 30, 2019. We ask that you either confirm or amend this understanding.

We will review the Agency's general ledger, organization of the chart of accounts and related accounting records, and proposing adjusting entries to the Agency. You or your management team is responsible for reviewing those adjusting and assessing the impact of the entries on your financial statements.

We will be available for accounting consulting on a continuous basis including performing special projects at the request management or the Board of Directors. However, it is your responsibility to evaluate the substantive outcome of the work, and therefore, you have the responsibility and are able to make informed judgments on the results of these services. Accordingly, the Agency agrees to the following; you will be accountable and responsible for overseeing all projects, you will establish and monitor the performance of projects, and you will make any decisions that involve management functions related to the projects. Finally, you evaluate the adequacy of services to be performed and the results of any findings.

The two overarching principles of the independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States provide that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility and is able to make any informed judgment on the results of the services described above. Accordingly, the Agency agrees to the following:

1. The Agency will be accountable and responsible for overseeing the accounting consulting projects and any proposed adjusting entries. Management is also responsible for determining their impact on the financial statements.
2. The Agency will establish and monitor the performance of the non audit accounting services described above to ensure that they meet management's objectives.
3. The Agency will make any decisions that involve management functions related to the services described above and accepts full responsibility for such decisions.

4. The Agency will evaluate the adequacy of services performed and any findings that result.

The Agency hereby indemnifies Bartlett, Pringle & Wolf, LLP and its partners, managing directors, and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Agency's management, regardless of whether such person was acting in the Agency's interest. This indemnification will survive termination of this letter.

The assistance to be supplied by your personnel has been discussed and coordinated with Karen Palm. The timely and accurate completion of this work is essential to our completion of the services described above.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. Please find attached a copy of our standard rate schedule.

This letter constitutes the complete and exclusive statement of agreement between Bartlett, Pringle & Wolf, LLP and the Agency, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.

If the foregoing arrangements meet with your approval, please sign this original letter and return it to us in the enclosed envelope. We have enclosed a copy for your files.

We appreciate this opportunity to serve you and your understanding of the need to document the terms of our relationship.

Very truly yours,

BARTLETT, PRINGLE & WOLF, LLP
Certified Public Accountants and Consultants



Danna D. McGrew
Partner

DDM/jf
Enclosure

Approved:

Signature

Bartlett, Pringle & Wolf, LLP Rate Schedule as of
July 1, 2019

| | Hourly Rate Ranges |
|-------------------------|-----------------------|
| Administration | \$ 60 - \$ 100 |
| Staff | \$ 60 - \$ 190 |
| Supervisors and Manager | \$ 160 - \$ 285 |
| Partners | \$ 325 - \$ 415 |

Rates subject to change.

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

DATE: November 14, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Kear Groundwater Work Order No. 6 for Continued Field Monitoring Services

SUMMARY

Existing Kear Groundwater work orders provide for groundwater monitoring through May 2020, Ventura River surface water-groundwater interface weekly mapping through September 2019, and monthly surface water flow measurements through December 2019.

Continued monitoring is vital to GSP development and implementation. Because the monitoring authorizations have or will expire soon, it is recommended that the Board approve Work Order No. 6 to extend these monitoring programs through the end of water year 2020/2021 (i.e. September 30, 2021), including monitoring data reporting following each water year.

Work Order No. 6 incorporates remaining work on existing work orders for the monitoring tasks. Therefore, the existing Work Order Nos. 2, 3, and 5 will be cancelled following execution of Work Order No. 6. As of September 30, 2019, the balance remaining on Work Order Nos. 2, 3, and 5 is \$24,845. The original budget for Work Order Nos. 2, 3, and 5 was \$31,205.

RECOMMENDED ACTIONS

1. Approve Work Order No. 6 for Kear Groundwater for continued groundwater and surface water monitoring and associated reporting through water year 2020/2021 (September 30, 2021) and installation of two data loggers in groundwater monitoring wells located at Foster Park for an amount not-to-exceed \$57,466.
2. Approve up to \$15,000 in contingency for additional data loggers and/or unanticipated costs, to be authorized at the discretion of the Executive Director.

BACKGROUND

Please see summary.

FISCAL SUMMARY

The estimated costs for continued monitoring, including the addition of two data loggers in monitoring wells at Foster Park is \$57,466, which is compared with budgeted amount of \$45,995 for Fiscal Years 19/20 and 20/21. Savings achieved during Fiscal Year 18/19 covers the difference between budgeted and actual costs for the monitoring and data reporting, including contingency, if needed.

ATTACHMENTS

A. Draft Kear Groundwater Work Order No. 6

Action: _____

Motion: _____ Second: _____

B. Kuebler____ D. Engle____ A. Spandrio____ S. Rungren____ G. Shephard____ E. Ayala____ L. Rose____

Statement of Work

Work Order No. 6: Field Monitoring Activities through Water Year 2020/2021

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: bbondy@uvrgroundwater.org

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: Perform field services and reporting for groundwater level and temperature monitoring, Ventura River surface flow mapping, and Ventura River flow monitoring. Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist. Provider shall ensure all work is performed in accordance with UVRGA's adopted monitoring and data collection protocols.

SCOPE OF SERVICES:

(1) Labor to maintain UVRGA loggers deployed in wells six wells throughout the basin through September 30, 2021 for the purpose of recording groundwater levels and temperature. Inspect equipment and download data no less frequently than semi-annually, consistent with past practices. Prepare annual data reports similar in scope to past reporting. Three reports will be prepared, one each following water years 2018/2019, 2019/2020, and 2020/2021, each incorporating logger data provided by others (e.g. MOWD and VRWD) for up to four wells.

(2) Perform weekly mapping of the Ventura River. Map four key points of surface flow termination: at the southern edge of the continuous flow at the end of the losing reach, northern edge of continuous surface flow at the live reach, and at the first and last daylighting of intermittent flow typically upstream of the continuous flow. All mapping efforts will be digitally recorded and incorporated into a KMZ file graphically depicting these data points with time and latitude/longitude. Prepare annual data reports similar in scope to those previously authorized. Three reports will be prepared, one each following water years 2018/2019, 2019/2020, and 2020/2021.

(3) Perform monthly measurement of Ventura River flow. Measure depth to water in the Arroyo (Casitas) Mobile Home Park well and measure surface water flow at the measurement point at Latitude 34.3721 (approximately). When surface flow is continuous across the basin, occasionally measure flow near Santa Ana Road Bridge and/or Highway 150 bridge (as safely feasible) and compare to the Camino Cielo Bridge and Casitas Vista Bridge flow monitoring points. Prepare annual data reports similar in scope to those previously authorized. Three reports will be prepared, one each following water years 2018/2019, 2019/2020, and 2020/2021.

(4) Procure and install data loggers in additional wells identified by UVRGA and incorporate into the next annual report.

See Kear Groundwater proposal dated November 6, 2019 attached to this work order for further details.

COMPLETION DATES:

Monitoring shall be performed on an ongoing basis according to the scope of services.

Draft reports are due by December 31 each year.

Final reports are due by January 31 each year.

COMPENSATION AND PAYMENT:

- Item Nos. 1-3: Time and material services, not-to-exceed \$52,400 without prior written authorization.
- Item No. 4: Installation of additional data loggers shall be completed for lump sum fee of \$2,533 per data logger installed (inclusive of equipment and labor). Initial authorization covers two loggers for City of Ventura monitoring wells at Foster Park for \$5,066.

Total initial authorization = \$57,466.

Contingency: An additional \$15,000 is reserved for additional data loggers and other potential unanticipated costs. Use of contingency funds requires prior written approval by the Executive Director.

All 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: |



November 6, 2019

Bryan Bondy
Upper Ventura River Basin Groundwater Agency
202 West El Roblar Drive
Ojai, California 93023

**Re: *Proposed Continued Professional Hydrogeologic Services
Fieldwork Through 2021: Grant Category B:
Task 1 - Logger Data Download and Reporting
Task 3 - Monitoring of Ventura River wet-dry interface points
Task 7 - Measurement of key wet reach flows***

Greetings Executive Director Bondy:

Per our discussions and your request, Kear Groundwater (KG) has prepared this brief proposal/task order to continue our ongoing monitoring efforts on the main stem of the Ventura River and within the Upper Ventura River Groundwater Basin. As discussed at our October 3, 2019 meeting, this proposal will serve to scope and budget for an extension of our ongoing efforts through end of water year 2021, concluding September 30 of that year and reporting thereafter. Note that authorization of these proposed tasks will replace previously issued work orders for similar task numbers, and include annual reporting for years inclusive of data previously collected. All work will be performed in accordance with UVRGA's adopted monitoring and data collection protocol.

As with many watersheds in arid and tectonically active regions, the Ventura River Watershed exhibits a very dynamic and mobile, ephemeral and intermittent network of streams. Surface flow from most streams exit the headwaters and infiltrate into the subsurface as the streams enter the groundwater basins, namely the Ojai Basin and the Upper Ventura River Groundwater Basin. Given the cobbly and bouldery substrate of the river beds, gauging the flow is difficult except for where bridges or impoundments exist and have created an engineered river bottom of planar concrete. A network of gauges exist at many bridge locations, but these are at areas where flow is often absent while the live reaches flow over areas where measuring the flow can be difficult and inaccurate due to the mobile river bed gravels.

To accommodate this phenomenon, KG and other researchers have been monitoring the southern edges of surface flow on the losing reaches and the northern edges of surface flow on the gaining reaches in this generally north-to south flowing system. By conducting this mapping on as frequently as a weekly basis using GPS tools, a long-term database is being constructed. By correlating the latitudes of the daylighting groundwater with measured flow, the latitudes can be used as a rating-shifted proxy for river and stream flow, without the uncertainty of measurements in the mobile substrate. Unique to

KEAR GROUNDWATER

P.O. BOX 2601 • SANTA BARBARA, CALIFORNIA • 93120

TELEPHONE: (805) 512-1516

JORDAN@KEARGROUNDWATER.COM

CALIFORNIA REGISTERED PROFESSIONAL GEOLOGIST N. 6960 CALIFORNIA CERTIFIED HYDROGEOLOGIST N. 749

each stream system, such a network can be used to graph the relationship between flow components and simplify the flow model of the stream system and interacting groundwater.

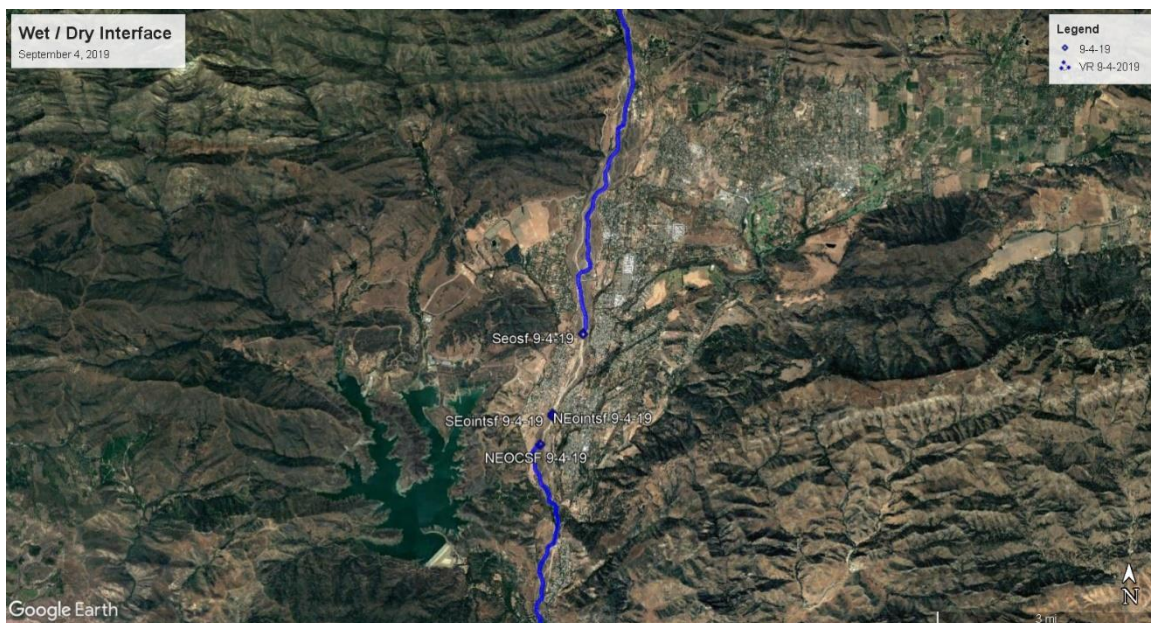
KG proposes to support the UVRGA with monthly spot checks of the river flow near the Casitas Springs Mobile Home Park, conduct a weekly spot check of the northerly edge of surface flow in the live reach, and continue the data download and reporting tasks through the end of Water Year 2021.

Task 1 – Datalogger download

KG anticipates that there will be approximately 10 dataloggers recording temperature and water levels at regular intervals installed in wells by end of water year 2019-2020 and downloads of all are planned for shortly following the end of each water year (circa October 1). This current proposal will budget for those downloads and subsequent reporting, keeping with the current reporting schedule and formats.

Task 3 - Weekly Surface and Groundwater interface spot checking:

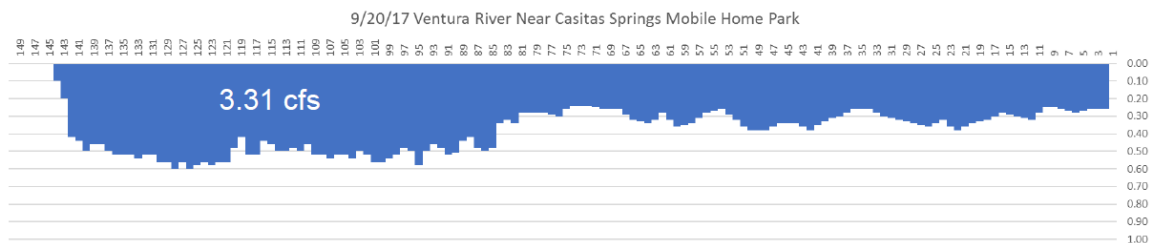
KG proposes to map the latitude and longitude of daylighting groundwater at the north end of the live reach on a weekly basis. Typically, this will be on Friday afternoons. Mapping will be of four key points of surface flow termination: at the southern edge of the continuous flow at the end of the losing reach, northern edge of *continuous* surface flow at the live reach, and at the first and last daylighting of intermittent flow typically upstream of the continuous flow. All mapping efforts will be digitally recorded and incorporated into a KMZ file graphically depicting these data points with time and latitude/longitude.





Task 7 - Monthly flow measurements:

Similar to what we have done on near the end of each month (when safe to wade in river flow) since September 20, 2017, KG will obtain 1) depth to water in the Arroyo (Casitas) Mobile Home park well and 2) surface water flow quantification at the measurement point at Latitude 34.3721 (approximately), KG will prepare an annual reporting of these data and presentation linking measured surface flow (e.g., USGS Casitas Vista and our measurements), groundwater depth at Mobile home park well, and daylighting latitude of the live reach to establish a relationship between these hydrologic components.



Our flow measurements will be made along a measured transect of the stream perpendicular to flow direction, at typically 0.1-ft lateral intervals measuring depth to the nearest 0.05-foot and velocity to the nearest 0.2-ft/sec using our Global Probe hand held digital flow meter. Average velocities at each measured point will be used in calculations.

Note that when surface flow is continuous across the basin, KG will occasionally measure flow near Santa Ana Road Bridge and/or Highway 150 bridge (as safely feasible) and compare to the Camino Cielo Bridge and Casitas Vista Bridge flow monitoring points.

Annual Reporting will be submitted in draft form by December 31 of each year, with timely comments incorporated into a final by January 31 of the following year.

ESTIMATED FEE FOR PROFESSIONAL SERVICE IS AS FOLLOWS:

| | |
|---|----------|
| Task 1: Datalogger download and annual reporting (\$520 per annual download event, two annual reports at \$3,600 each) | \$8,240 |
| Task 3: Weekly spot check and annual reporting (\$240/week 10/1/2019-9/30/2021 [104 weeks]): | \$24,960 |
| Task 7: Monthly spot check of flow locations and measurements, annual reporting (\$800/month 10/1/2019-9/30/2021 [24 months]): | \$19,200 |

Total, Tasks 1, 3, 7 over two years: \$52,400



We appreciate the opportunity to continue our efforts with the UVRGA and look forward to board authorization to proceed with the tasks described in this proposal.

Best Regards,

A handwritten signature in black ink, appearing to read 'Jordan Kear', with a stylized flourish at the end.

Jordan Kear
California Certified Hydrogeologist No. 749
(805) 512-1516

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 9(a)

DATE: November 14, 2019

TO: Board of Directors

FROM: Agency Staff

SUBJECT: Stakeholder Engagement Plan Annual Update (Grant Category (c): Task 10: Stakeholder Outreach and Engagement)

SUMMARY

The Agency's Ad Hoc Stakeholder Engagement Committee has completed its annual review of the Stakeholder Engagement Plan and is recommending adoption of the proposed plan updates detailed in Attachment A.

RECOMMENDED ACTIONS

It is recommended that the Board approve updates to the Agency's Stakeholder Engagement Plan recommended by the Ad Hoc Stakeholder Engagement Committee pursuant to its annual plan review.

BACKGROUND

The Stakeholder Engagement Plan was adopted by the Board on May 10, 2018. Section 5.3 of the plan states that the plan will be updated at least annually. The Agency's Ad Hoc Stakeholder Engagement Committee is charged with performing ongoing review of the plan and recommending plan updates each May.

FISCAL SUMMARY

None.

ATTACHEMENTS

A. Proposed Stakeholder Engagement Plan Updates

Action: _____

Motion: _____ Second: _____

B. Kuebler____ D. Engle____ A. Spandrio____ S. Rungren____ G. Shephard____ E. Ayala____ L. Rose____

**STAKEHOLDER ENGAGEMENT PLAN
UPPER VENTURA RIVER GROUNDWATER BASIN
(4-003.01) VENTURA COUNTY, CALIFORNIA**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT
(SGMA) PROGRAM**

**PREPARED AND ADOPTED BY THE UPPER VENTURA
RIVER GROUNDWATER AGENCY, MAY 10, 2018**

Revised November 14, 2019

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1 INTRODUCTION

This Stakeholder Engagement Plan (Engagement Plan) summarizes the strategies to educate and involve stakeholders (those individuals and representatives of organizations who have a direct stake in the outcome of the planning process) and other interested parties in the preparation and implementation of a Groundwater Sustainability Plan (GSP) for the Upper Ventura River Groundwater Basin (UVR Basin) – Department of Water Resources (DWR) Basin No. 4-003.01 (Figure 1). This GSP will be prepared in accordance with the Sustainable Groundwater Management Act (SGMA), which was signed by Governor Brown in September 2014 and became effective January 1, 2015.

SGMA provides a framework to regulate groundwater for the first time in California's history. The intent of SGMA is to strengthen local management of specified groundwater basins that are most critical to the state's water needs by regulating groundwater and land use management activities. SGMA also aims to preserve the jurisdictional authorities of cities, counties and water agencies within groundwater basins while protecting existing surface water and groundwater rights.

The Upper Ventura River Groundwater Agency (UVRGA or Agency), a Groundwater Sustainability Agency (GSA), was formed by five local agencies: County of Ventura (County), City of San Buenaventura (City), Casitas Municipal Water District (CMWD), Meiners Oaks Water District ((MOWD), and Ventura River Water District (VRWD). There was extensive stakeholder engagement during that process. The governing board consists of one representative from each of those agencies plus two stakeholder directors representing environmental and agricultural interests. The GSA is responsible for developing a GSP for the UVR Basin to achieve long-term groundwater sustainability. Additionally, SGMA requires and directs GSAs to encourage active involvement of stakeholders and interested parties in the process to sustainability manage the basin.

2 PURPOSE

The purpose of the outreach activities described in this Engagement Plan is to encourage the active involvement of individual stakeholders and stakeholder organizations, and other interested parties in the development and implementation of the GSP for the UVR Basin. This GSP is required under SGMA to be completed no later than January 31, 2022. The projects and management actions necessary to implement the GSP could affect individuals and groups who have a stake in ensuring the basin is sustainably managed as required by SGMA.

In an effort to understand and involve stakeholders and their interests in the decision- making and activities, the UVRGA has prepared this Engagement Plan to encourage broad, enduring and productive involvement during the GSP development and implementation phases. This Engagement Plan will assist the UVRGA in providing timely information to stakeholders and receive input from interested parties during GSP development. This Engagement Plan will identify stakeholders who have an interest in groundwater in the UVR Basin, and recommend outreach, education and communication strategies for engaging those stakeholders during the development and implementation of the GSP. The plan also includes an approach for evaluating the overall success of stakeholder engagement and education of both stakeholders and the public. In consideration of the interests of all beneficial uses and users of groundwater in the basin, this Engagement Plan has been developed pursuant to California Water Code Section 10723.2.

Additionally, this Engagement Plan has been developed to encourage the active involvement of diverse social, cultural, and economic elements of the population within the UVR Basin, in accordance with GSP Regulations Section 354.10.

3 GENERAL INFORMATION

The following personnel will serve as contacts for the public during GSA formation and GSP preparation.

3.1 Administrative Assistant

For general information about UVRGA and the GSP status, contact:

Summer Ward (805) 640-1247, email sward@uvrgroundwater.org.

3.2 Executive Director and GSP Project Manager

The UVRGA's GSP Project Manager will be available for stakeholders and the public seeking specific detailed information about the GSP. Contact:

Bryan Bondy, Hydrogeologist (805) 212-0484, email BBondy@uvrgroundwater.org

4 OUTREACH ACTIVITIES

The UVRGA will implement the following outreach activities to maximize stakeholder involvement during the development of the GSP and throughout SGMA implementation.

4.1 Public Notices

To ensure that the general public is apprised of local activities and allow stakeholders to access information, SGMA specifies several public notice requirements for GSAs. Refer to Table 1 in Appendix A for a summary of statutory requirements. Three sections of the California Water Code require public notice before establishing a GSA, adopting (or amending) a GSP, or imposing or increasing fees:

- Section 10723(b). "Before electing to be a groundwater sustainability agency, and after publication of notice pursuant to Section 6066 of the Government Code, the local agency or agencies shall hold a public hearing in the county or counties overlying the basin."
- Section 10728.4. "A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing, held at least 90 days after providing notice to a city or county within the area of the proposed plan or amendment. ..."
- Section 10730(b)(1). "Prior to imposing or increasing a fee, a groundwater sustainability agency shall hold at least one public meeting, at which oral or written presentations may be made as part of the meeting....(3) At least 10 days prior to the meeting, the groundwater sustainability agency shall make available to the public data upon which the proposed fee is based."
- In accordance with California Water Code Section 10723(b), the following was noticed

to the public: On March 9, 2017, the UVRGA held a public hearing to consider becoming a GSA for the UVR Basin. The public hearing was noticed in the *Ventura County Star* and *Ojai Valley News* in accordance with Government Code Section 6066.

- Future noticing will occur as required by SGMA.

4.2 Stakeholder Identification

Pursuant to Water Code Sections 10723.8(a)(4) and 10723.2, the Agency will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing a GSP.

UVRGA has engaged stakeholders in the development of the Agency to serve as the GSA. For example, during development of the joint powers authority agreement (“JPA Agreement”) forming the Agency, the signatory members held numerous public meetings to discuss important terms to be included in the JPA Agreement. The signatory members also held multiple stakeholder outreach meetings to engage and educate stakeholders within the UVR Basin about the SGMA requirements the JPA Agreement, and the Agency’s intention to form a GSA for the UVR Basin. In addition to the Agency’s public outreach efforts, it also designated two seats on its seven-seat Board of Directors for Stakeholder Directors: one seat is reserved for an Agricultural Stakeholder Director and one seat is reserved for an Environmental Stakeholder Director.

The Agency plans to continue its practice of seeking broad stakeholder engagement in management of the UVR Basin’s groundwater resources as it undertakes the process to develop and implement the Plan for the UVR Basin over the next several years.

SGMA mandates that a GSA establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents. The UVRGA compiled a list of interested persons for this purpose that will be maintained throughout the GSA formation and GSP development phases. An initial list of stakeholders and interested parties include, but are not limited to, the following:

a) Holders of overlying groundwater rights, including:

- 1) Agricultural well owners - There are agricultural users of groundwater operating on land overlying the UVR Basin. To account for these users’ interests, the Agency designated a seat on its seven-member governing board to be filled by an Agricultural Stakeholder Director. The Agricultural Stakeholder Director is appointed from nominations received by the Ventura County Farm Bureau. The Agricultural Stakeholder Director is responsible for engaging the UVR Basin’s agricultural users of groundwater and representing their interests before the Agency.
- 2) Domestic well owners - There are many domestic wells overlying the UVR Basin. It is believed that the majority—if not all—of these domestic well owners are de minimis users, as defined by SGMA. The Agency anticipates that the Plan will address the collective interests of domestic users of groundwater wells and plans to engage in outreach to domestic well owners throughout the development of the Plan through inviting their participation in the Agency’s public meetings and reserving a seat for domestic well owners

on a to-be-established advisory committee.

- b) Municipal Well Operators - The Agency is a joint powers authority created by five local public agencies. Two of the Agency's signatory members—the City of San Buenaventura and Casitas Municipal Water District—operate municipal wells within the UVR Basin and are represented on the Agency's Board of Directors.
- c) Public water systems
 - 1) Casitas Municipal Water District
 - 2) Casitas Mutual Water Company
 - 3) Meiners Oaks Water District
 - 4) Rancho Matilija Mutual Water Company
 - 5) Help of Ojai
 - 6) Tico Mutual Water Company
 - 7) Ventura River Water District
 - 8) Ventura Water (City of San Buenaventura)

Signatory members to the JPA Agreement forming the Agency, as well as the Agency itself, have communicated with these entities throughout development of the JPA Agreement and the Agency's decision to form a GSA for the UVR Basin. The Agency will continue to communicate with these entities concerning Plan development and implementation and opportunities to participate in the process, including through the advisory committee to be established. In addition to holding multiple public meetings, the Agency also plans to retain a seat on an advisory committee for a representative chosen from among the public water companies overlying the UVR Basin.

- d) Local land use planning agencies - Both the County of Ventura ("County") and the City of Ojai have land use planning authority on land overlying the UVR Basin. The County is a signatory member to the JPA Agreement forming the Agency and represented on the Agency's Board of Directors. As noted above, although the City of Ojai declined to participate in the JPA, the Agency intends to coordinate with the City of Ojai and keep them informed about Plan development activities through public meetings and other outreach.
- e) Environmental and Ecosystem - There are numerous environmental organizations dedicated to preserving and maintaining environmental values operating within the boundaries of the UVR Basin. To account for these users' interests, the Agency designated a seat on its seven-member governing board to be filled by an Environmental Stakeholder Director. The Environmental Stakeholder Director is appointed from nominations received from local environmental nonprofit organizations supportive of the UVR Basin's groundwater sustainability. The Environmental Stakeholder Director is responsible for engaging stakeholders within the UVR Basin representing environmental users of surface and groundwater and representing their interests before the Agency. Environmental organizations include,

but are not necessarily limited to:

- 1) California Department of Fish and Wildlife
- 2) State Water Resources Control Board, Instream Flow element of California Water Action Plan
- 3) Los Angeles Regional Water Quality Control Board
- 4) National Marine Fisheries Service
- 5) Santa Barbara Channelkeeper
- 6) Matilija Coalition
- 7) Surfrider Foundation
- 8) Friends of the Ventura River
- 9) Ojai Valley Land Conservancy
- 10) Ojai Green Coalition
- 11) Cal Trout
- 12) Ventura River Watershed Council

f) Surface water users, if there is a hydrologic connection between surface and groundwater. Based on past studies performed in the UVR Basin, there is a hydrologic connection between surface and groundwater in certain areas of the Ventura River. The State Water Resources Control Board (“SWRCB”) identifies Six entities and/or individuals that have claimed either riparian or appropriative surface water rights to the Ventura River. Three of these six rights holders are signatory members to the JPA Agreement forming the Agency and represented on the Agency’s Board of Directors. The Agency plans to engage with the other three water rights holders throughout development of the Plan to better understand and take into account their interests.

- 1) City of San Buenaventura
- 2) Casitas Municipal Water District
- 3) Meiners Oaks Water District
- 4) Ernest Ford
- 5) Michael Cromer
- 6) Rancho Matilija, Gramckow
- 7) Others?

g) The federal government – No land overlying the UVR Basin is managed by the Federal Government

h) California Native American Tribes

- 1) Barbareño-Ventureño Band of Chumash

A representative of overlying California Native American tribes is on the Agency’s interested parties list, as a result of which this individual receives notices of all Agency meetings and other stakeholder involvement opportunities.

- i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems. The community of Casitas Springs is recognized as a disadvantaged community. The community is served by Casitas Mutual Water Company, Ventura River Water District, and Casitas Municipal Water District, the latter two being signatory members to the JPA Agreement forming the Agency. Thus the community is represented on the Agency's Board of Directors. The Agency also plans to form an advisory committee and reserve a seat for domestic well owners.
 - 1) Casitas Springs
 - 2) Ojala
- j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency. The County is the designated California Statewide Groundwater Elevation Monitoring ("CASGEM") entity for the UVR Basin. The County is a signatory member to the JPA Agreement forming the Agency and represented on the Agency's Board of Directors.

The UVRGA intends to work cooperatively with partner agencies, stakeholders, and interested parties to develop and implement the GSP for the UVR Basin and will maintain a list of stakeholders and interested parties to be included in the formation of the GSP. A person can be added to the interested parties list by following directions on the UVRGA website:

<http://www.uvrgroundwater.org> or by contacting the Executive Director.

4.3 Integrated Regional Water Management

The Ventura River Watershed Council is actively involved in the community on a wide range of issues affecting the watershed, including the UVR Basin. The Council prepared a watershed management plan in 2015. Since this group provides a forum for the discussion of issues that are important to the community, it is important for this group to be well informed throughout GSP development. Representatives from the UVRGA attend Council meetings to provide up-to-date information and hear feedback from Council members.

4.4 Public Hearings/Meetings

4.4.1 Planning Commission

Periodic updates on SGMA implementation will be provided to the Ventura County Planning Commission and the public will be invited to listen. No action will be taken during these meetings. Planning Commission hearings can be viewed online at: <http://www.vcrma.org>.

4.4.2 Public Meetings

Comprehensive stakeholder involvement will include regularly scheduled public meetings to aid in developing and implementing the GSP. Each GSP chapter will be the subject of a public meeting to receive comments prior to approval. In addition to signing up to receive information about GSP development at the UVRGA webpage, interested parties may participate in the development and implementation of the GSP by attending and participating in public meetings (Water Code Section 10727.8(a)). Prior public meetings have been held at the Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, or the Oak View Community Center, 18

Valley Rd, Oak View. Future public meetings will likely be held at these locations. Special meetings may be held at different locations to accommodate a larger attendance. Each meeting will have a scheduled time for public comments. Information about upcoming meetings can be found on the UVRGA website: <http://www.uvrgroundwater.org>.

4.4.3 Local Agency Meetings

To ensure their constituency is kept informed of the progress of GSP development and implementation, the Directors representing UVRGA member agencies, which consist of County of Ventura, City of San Buenaventura, Casitas Municipal Water District, Meiners Oaks Water District, and Ventura River Water District have committed to providing periodic updates during their regularly scheduled board meetings. These meetings offer a chance for the public to receive information and provide comment. Information about upcoming meetings are provided on the following agency websites, or by the means each agency currently meets its legal noticing requirements, whichever is appropriate:

<http://venturariverwd.com>

<http://casitaswater.org>

<http://meinersoakswater.com>

<http://cityofventura.ca.gov>

<http://ventura.org> (Board of Supervisors and Planning Commission)

4.5 Direct Mailings/Email

Public meetings and project information will be disseminated through email, from the Agency office, or direct mail under special circumstances if requested. This communication will provide information for the Ventura River valley community, public agencies, and other interested persons/organizations about milestones, meetings, and the progress of GSP development. Property owners with groundwater wells within the basin are notified via email and/or direct mailings about the establishment of an interested persons list and given the opportunity to receive future notices.

4.6 Newsletters/Columns

Periodic updates will be provided to the *Ventura County Star* and the *Ojai Valley News* newspapers to advise, educate, and inform the public on SGMA implementation.

4.7 UVRGA Website

Regular updates on the GSP development and implementation will be provided on the UVRGA website. In addition, general information about SGMA and groundwater conditions will be produced by the UVRGA. This information will include maps, timelines, frequently asked questions, groundwater information, and schedules/agenda of upcoming meetings and milestones. This information will be accessible on the UVRGA webpage located at: <http://www.uvrgroundwater.org>. UVRGA staff will update the website regularly and invite users to request information or be added to the interested persons list.

4.8 Database

To distribute information about GSP development, an email list has been compiled into a database of interested persons and stakeholders. The database will be updated regularly to add

names of attendees at public meetings along with those requesting information via email or the through the UVRGA website.

4.9 Tribal Engagement

Portions of the Barbareno-Ventureno Band of Chumash are located within the UVR Basin. Although the tribe is not subject to the requirements of SGMA, any federally recognized Indian tribe may voluntarily participate with GSAs in the preparation or administration of a GSP.

Since tribal participation is integral to the success of groundwater sustainability in the UVR Basin, tribal participation is encouraged. After the UVRGA was formed, communication was established with the Tribal Elder, Julie Tumamait, to determine the preferred level of involvement throughout GSP development and implementation. UVRGA will maintain close contact with Barbareno-Ventureno Band of Chumash throughout the GSP development process and GSP implementation.

4.10 Additional Opportunities

Additional opportunities for stakeholder participation (e.g., an advisory committee) will be considered as GSP development progresses and as stakeholder interests evolve.

5 EVALUATION

To determine the level of success of the Engagement Plan, the UVRGA will implement the following measures:

5.1 Attendance/Participation

A record of those attending public meetings will be maintained throughout the GSP development process. The UVRGA will utilize sign-in sheets and request feedback from attendees to determine adequacy of public education and productive engagement in the GSP development and implementation process. Meeting minutes will also be prepared and will be provided on the UVRGA website once approved.

5.2 Adherence to Schedule

Public participation in developing projects and management actions for inclusion in the GSP is instrumental to the success of the GSP. Keeping these tasks on schedule will be an important indicator of stakeholder involvement.

5.3 Plan Update

This Plan will be updated at least annually.

APPENDIX A

TABLE 1

| | |
|--|--------------------------------|
| <i>During GSA Formation:</i> | |
| “Before electing to be a groundwater sustainability agency... the local agency or agencies shall hold a public hearing.” | Water Code Sec. 10723 (b) |
| “A list of interested parties [shall be] developed [along with] an explanation of how their interests will be considered.” | Water Code Sec. 10723.8.(a)(4) |
| <i>During GSP Development and Implementation:</i> | |
| “A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing”. | Water Code Sec. 10728.4 |
| “Prior to imposing or increasing a fee, a groundwater sustainability agency shall hold at least one public meeting”. | Water Code Sec. 10730(b)(1) |
| “The groundwater sustainability agency shall establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents”. | Water Code Sec. 10723.4 |
| “Any federally recognized Indian Tribe... may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan or groundwater management plan... A participating Tribe shall be eligible to participate fully in planning, financing, and management under this part”. | Water Code Sec. 10720.3(c) |
| “The groundwater sustainability agency shall make available to the public and the department a written statement describing the manner in which interested parties may participate in the development and implementation of the groundwater sustainability plan”. | Water Code Sec. 10727.8(a) |
| <i>Throughout SGMA Implementation:</i> | |
| “The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater”. | Water Code Sec. 10723.2 |
| “The groundwater sustainability agency shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin”. | Water Code Sec. 10727.8(a) |

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 9(b)

DATE: November 14, 2019

TO: Board of Directors

FROM: Agency Staff

SUBJECT: Stakeholder Engagement Plan Implementation Discussion (Grant Category (c): Task 10: Stakeholder Outreach and Engagement)

SUMMARY

During the October 2019 Board meeting, the Board requested a future item to discuss Stakeholder Engagement Plan implementation by the Ad Hoc Stakeholder Engagement Committee.

RECOMMENDED ACTIONS

It is recommended that the Board provide direction to the Ad Hoc Stakeholder Engagement Committee concerning Stakeholder Engagement Plan Implementation.

BACKGROUND

The Stakeholder Engagement Plan was adopted by the Board on May 10, 2018. Pursuant to past Board actions, the Ad Hoc Stakeholder Engagement Committee is tasked with implementing the Stakeholder Engagement Plan.

FISCAL SUMMARY

None.

ATTACHEMENTS

Please see Item 9(a), Attachment A.

Action: _____

Motion: _____ Second: _____

B. Kuebler____ D. Engle____ A. Spandrio____ S. Rungren____ G. Shephard____ E. Ayala____ L. Rose____

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 9(c)

DATE: November 14, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: GSP Planning Discussion

SUMMARY

On October 3, 2019, the Executive Director, Intera Inc., and Kear Groundwater (“GSP Team”) held a GSP “kickoff” meeting. The GSP Team discussed a general sequence of work for GSP development. The work sequence is designed to focus attention on the key aspects that drive groundwater management policy decisions. The work sequence is summarized in the table provided as Attachment A. The Executive Director will review the table with the Board during the November 14 meeting. The Department of Water Resources’ GSP Annotated Outline is also provided for reference in Attachment B.

RECOMMENDED ACTIONS

Receive an overview of planned GSP development activities and consider providing feedback to the Executive Director.

BACKGROUND

Please see summary.

FISCAL SUMMARY

N/A

ATTACHMENTS

- A. GSP Work Tasks Overview
- B. DWR GSP Annotated Outline

Action: _____

Motion: _____ Second: _____

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

Item 9(c), Attachment A GSP Work Tasks Overview

| Tasks ¹ | Description | Schedule |
|--|--|-----------------------|
| Data Review and Data Management System Population | Review available data in accordance with Agency's Data Quality Control Review Procedures and populate the Data Management System. | Nov. 2019 – Feb. 2020 |
| Develop Hydrogeologic Conceptual Model (HCM), Groundwater Conditions, and Quantitative Analysis Approach | <p>HCM and current/historical groundwater conditions information provides the foundation for evaluation of sustainable management criteria.</p> <p>Quantitative Analysis Approach: GSP Emergency Regulations require GSAs to develop and use a numerical model to quantify the water budget for the basin and quantify surface water depletion for the minimum thresholds that address interconnected surface water depletion. In each case, if a numerical groundwater and surface water model is not used, the regulations require the GSA to use an equally effective method, tool, or analytical model. The watershed-wide numerical model under development by SWRCB is not anticipated to be available for GSP development. Even if the SWRCB model was to be available, its coarse-scale grid may be inadequate for quantifying surface water depletion at a scale necessary to support minimum thresholds development. A quantitative analysis approach for SGMA compliance will be developed for stakeholder input.</p> | Nov. 2019 – Mar. 2020 |
| Preliminary Screening of Sustainable Management Criteria (SMC) | Based on the draft HCM and groundwater conditions information, the GSP Team will complete a preliminary evaluation of the basin SMC. The evaluation will identify key groundwater management and policy issues, which will help provide focus the remainder of the GSP development effort. The GSP team will communicate key SMC issues for stakeholder and Board feedback at Workshop No. 1. | Feb. – Mar. 2020 |
| <i>Workshop No. 1 (HCM, GW Conditions, Quantitative Analysis Approach, and Preliminary SMC Screening)²</i> | Hold a public workshop concerning the HCM, current and historical groundwater conditions, preliminary SMC screening, and proposed quantitative analysis approach. Obtain stakeholder and board feedback. | Apr. 2020 |
| Develop Quantitative Analysis Tools | Develop model or other tools for water budget analysis and quantification of interconnected surface water depletion. | May – Aug. 2020 |
| Develop Draft SMC and Preliminary Project and Management Action Options | Develop draft SMC and concepts for project and management actions to address SMC. | May – Oct. 2020 |

Item 9(c), Attachment A GSP Work Tasks Overview

| Tasks ¹ | Description | Schedule |
|--|--|---------------------------|
| <i>Workshop No. 2 (Draft SMC and Projects & Management Actions)</i> ² | Present the draft SMC and preliminary projects and management action concepts to achieve the SMC. | Oct. 2020 |
| Update SMC and Develop Projects and Management Actions | Update draft SMC and evaluate projects and management actions based on stakeholder feedback at Workshop No. 2 and Board feedback. | Oct. – Dec. 2020 |
| <i>Workshop No. 3 (Updated SMC and Proposed Projects and Management Actions)</i> ² | Present updated SMC and proposed projects and management actions evaluation results. | Jan. 2021 |
| Refine Projects and Management Actions | Refine the projects and management actions based on stakeholder feedback at Workshop No. 3 and Board feedback. | Jan – Mar. 2021 |
| Develop Draft GSP ³ | Prepare draft GSP for public comment. This task includes development of GSP background sections and supporting information not discussed in other tasks. | Mar. 2020 – Mar. 2021 |
| <i>Workshop No. 4 (Draft GSP)</i> ² | Workshop to present the draft GSP. | Mar. 2021 |
| Draft GSP Comment Period | Public comments on draft GSP will be received. | Mar. – May 2021 |
| Update GSP | Prepare final draft GSP based on comments and Board direction. | June – Sept. 2021 |
| Final Draft GSP | Issue final draft GSP. | Sept. 2021 |
| <i>Workshop No. 5 (Final GSP)</i> ² | Workshop to discuss comment responses and final draft GSP. | Sept. 2021 |
| Board Considers GSP Adoption | Board may adopt GSP or direct staff to make additional modifications. | Nov. 2021 |
| Contingency Period | Board must adopt the GSP by Jan. 21, 2022. | Nov. 2021 – Jan. 31, 2022 |

See Page 3 for Notes.

Item 9(c), Attachment A

GSP Work Tasks Overview

Notes:

- (1) Stakeholder and public outreach are not shown explicitly. Focused outreach should be performed by the Ad Hoc Stakeholder Engagement Committee prior to each workshop.
- (2) Additional discussion and opportunities for stakeholder input will occur at Board meetings. Additional workshops may be scheduled, as needed, based on stakeholder and Board feedback.
- (3) Draft work products (GSP sections, etc.) may also be posted for review prior to release of draft GSP.

Potential Groundwater Sustainability Plan Outline

Executive Summary (*Reg. § 354.4*)

1.0 Introduction

1.1 Purpose of the Groundwater Sustainability Plan (GSP or Plan)

1.2 Sustainability Goal

1.3 Agency Information (*Reg. § 354.6*)

1.3.1 Organization and Management Structure of the Groundwater Sustainability Agency (GSA or Agency)

1.3.2 Legal Authority of the GSA

1.3.3 Estimated Cost of Implementing the GSP and the GSA's Approach to Meet Costs

1.4 GSP Organization

- Description of how the GSP is organized
- Preparation Checklist for GSP Submittal

2.0 Plan Area and Basin Setting

2.1 Description of the Plan Area (*Reg. § 354.8*)

2.1.1 Summary of Jurisdictional Areas and Other Features (*Reg. § 354.8 b*)

- Map(s) (*Reg. § 354.8 a*):
 - Area covered by GSP
 - Adjudicated areas, other Agencies within the basin, and areas covered by an Alternative
 - Jurisdictional boundaries of federal or State land
 - Existing land use designations
 - Density of wells per square mile

2.1.2 Water Resources Monitoring and Management Programs

(Reg. § 354.8 c, d, e)

- Description of water resources monitoring and management programs
 - Description of how monitoring networks of those programs will be incorporated into the GSP
 - Descriptions of how those programs may limit operation flexibility in the basin
 - Description of conjunctive use programs

2.1.3 Land Use Elements or Topic Categories of Applicable General Plans *(Reg. § 354.8 f)*

- Summary of general plans and other land use plans
 - Information could include crop types and acreages, urban land designation, and identification of open spaces.
- Description of how implementation of the GSP may change water demands or affect achievement of sustainability and how the GSP addresses those effects
- Description of how implementation of the GSP may affect the water supply assumptions of relevant land use plans
- Summary of the process for permitting new or replacement wells in the basin
- Information regarding the implementation of land use plans outside the basin that could affect the ability of the Agency to achieve sustainable groundwater management

2.1.4 Additional GSP Elements *(Reg. § 354.8 g)*

- Control of saline water intrusion
- Wellhead protection
- Migration of contaminated groundwater
- Well abandonment and well destruction program
- Replenishment of groundwater extractions
- Conjunctive use and underground storage
- Well construction policies

- Groundwater contamination cleanup, recharge, diversions to storage, conservation, water recycling, conveyance, and extraction projects
- Efficient water management practices
- Relationships with State and federal regulatory agencies
- Land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity
- Impacts on groundwater dependent ecosystems

2.1.5 Notice and Communication (Reg. § 354.10)

- Description of beneficial uses and users in the basin
- A Communications Section that describes:
 - Decision-making processes
 - Public engagement opportunities
 - Encouraging active involvement
 - Informing the public on GSP implementation progress

2.2 Basin Setting

2.2.1 Hydrogeologic Conceptual Model (Reg. § 354.14)

- Graphical and narrative description of the physical components of the basin
- At least two scaled cross-sections
- Map(s) of physical characteristics
 - Topographic information
 - Surficial geology
 - Soil characteristics
 - Delineation of existing recharge areas that substantially contribute to the replenishment of the basin, potential recharge areas, and discharge areas
 - Surface water bodies
 - Source and point of delivery for local and imported water supplies

2.2.2 Current and Historical Groundwater Conditions (*Reg. § 354.16*)

- Groundwater elevation data
- Estimate of groundwater storage
- Seawater intrusion conditions
- Groundwater quality issues
- Land subsidence conditions
- Identification of interconnected surface water systems
- Identification of groundwater-dependent ecosystems
 - Including potentially related factors such as instream flow requirements, threatened and endangered species, and critical habitat.

2.2.3 Water Budget Information (*Reg. § 354.18*)

- Description of inflows, outflows, and change in storage
- Quantification of overdraft (as applicable)
- Estimate of sustainable yield
- Quantification of current, historical, and projected water budget
- Description of surface water supply used or available for use for groundwater recharge or in-lieu use

2.2.4 Management Areas (as Applicable) (*Reg. § 354.20*)

- Reason for creation of each management area
- Level of monitoring and analysis
- Description of management areas
- Explanation of how management of management areas will not cause undesirable results outside the management area

3.0 Sustainable Management Criteria

3.1 Sustainability Goal (*Reg. § 354.24*)

- Description of sustainability goal, including:
 - Information from the basin setting used to establish the sustainability goal
 - Discussion of the measures that will be implemented to ensure that the basin will be operated within its sustainable yield

- Explanation of how the sustainability goal is likely to be achieved within 20 years of Plan implementation and is likely to be maintained through the planning and implementation horizon

3.2 Measureable Objectives (*Reg. § 354.30*)

- Description of each measureable objective and how the measurable objectives were established for each relevant sustainability indicator
- Description of how a reasonable margin of safety was established for each measureable objective
- Description of a reasonable path to achieve and maintain the sustainability goal including a description of interim milestones for each relevant sustainability indicator
 - Measurable Objective for Sustainability Indicator 1
 - Interim Milestone at 5 years
 - Interim Milestone at 10 years
 - Interim milestone at 15 years
 - Milestone at 20 years
 - Measurable Objective for Sustainability Indicator 2
 - Interim Milestone at 5 years
 - Interim Milestone at 10 years
 - Interim milestone at 15 years
 - Milestone at 20 years
 - Measurable Objective for Sustainability Indicator X
- If management areas are used, a description of (*Reg. § 354.20 b*):
 - The measurable objectives established for each management area, and an explanation of the rationale for selecting those values, if different from the basin at large.
 - An explanation of how the management area can operate under different measurable objectives without causing undesirable results outside the management area, if applicable.

3.3 Minimum Thresholds (*Reg. § 354.28*)

- Description of each minimum threshold and how they were established for each relevant sustainability indicator

- Relationship for each sustainability indicator
- Description of how minimum thresholds have been selected to avoid causing undesirable results
- Description of how minimum thresholds may affect the interests of beneficial uses and users of groundwater or land uses and property interests.
- Standards related to sustainability indicators
- How each minimum threshold will be quantitatively measured for each relevant sustainability indicator
- If management areas are used, a description of (*Reg. § 354.20 b*):
 - The minimum thresholds established for each management area, and an explanation of the rationale for selecting those values, if different from the basin at large.
 - An explanation of how the management area can operate under different minimum thresholds without causing undesirable results outside the management area, if applicable.

3.4 Undesirable Results (*Reg. § 354.26*)

- Description of undesirable results for any of the sustainability indicators
- Cause of groundwater conditions that would lead to undesirable results
- Criteria used to define undesirable results based on minimum thresholds
- Potential effects on the beneficial uses and users of groundwater, on land uses and property interests, and other potential effects that may occur or are occurring from undesirable results

3.5 Monitoring Network

3.5.1 Description of Monitoring Network (*Reg. § 354.34*)

- Description of how the monitoring network is capable of collecting sufficient data to demonstrate short-term, seasonal, and long-term trends in groundwater and related surface conditions, and yield representative information about

groundwater conditions as necessary to evaluate Plan implementation

- Description of monitoring network objectives including explanation of how the network will be developed and implemented to monitor:
 - Groundwater and related surface conditions
 - Interconnection of surface water and groundwater
- Description of how implementation of the monitoring network objectives demonstrate progress toward achieving the measureable objectives, monitor impacts to beneficial uses or users of groundwater, monitor changes in groundwater conditions, and quantify annual changes in water budget components
- Description of how the monitoring network is designed to accomplish the following for each sustainability indicator:
 - Chronic Lowering of Groundwater Levels. Demonstrate groundwater occurrence, flow directions, and hydraulic gradients between principal aquifers and surface water features
 - Reduction of Groundwater Storage. Estimate the change in annual groundwater in storage
 - Seawater Intrusion. Monitor seawater intrusion
 - Degraded Water Quality. Determine groundwater quality trends
 - Land Subsidence. Identify the rate and extent of land subsidence
 - Depletions of Interconnected Surface Water. Calculate depletions of surface water caused by groundwater extractions
- Description of how the monitoring plan provides adequate coverage of the sustainability indicators
- Density of monitoring sites and frequency of measurements required to demonstrate short-term, seasonal, and long-term trends

- Scientific rational (or reason) for site selection
- Consistency with data and reporting standards
- Corresponding sustainability indicator, minimum threshold, measureable objective, and interim milestone
- Location and type of each site on a map
- If management areas are used, a description of the level of monitoring and analysis appropriate for each management area.
(Reg. § 354.20 b)

3.5.2 Monitoring Protocols for Data Collection and Monitoring (Reg. § 352.2)

- Description of technical standards, data collection methods, and other procedures or protocols to ensure comparable data and methodologies.

3.5.3 Representative Monitoring (Reg. § 354.36)

- Description of representative sites if designated
- Demonstration of adequacy of using groundwater elevations as proxy for other sustainability indicators
- Adequate evidence demonstrating site reflects general conditions in the area

3.5.4 Assessment and Improvement of Monitoring Network (Reg. § 354.38)

- Review and evaluation of the monitoring network
- Identification and description of data gaps
- Description of steps to fill data gaps
- Description of monitoring frequency and density of sites

4.0 Projects and Management Actions to Achieve Sustainability Goal (Reg. § 354.44)

4.1 Project #1 Description

- Measureable objective that is expected to benefit from the project or management action
- Circumstances for implementation

- Public noticing
- Overdraft mitigation projects and management actions
- Permitting and regulatory process
- Time-table for initiation and completion, and the accrual of expected benefits
- Expected benefits and how they will be evaluated
- How the project or management action will be accomplished. If the projects or management actions rely on water from outside the jurisdiction of the Agency, an explanation of the source and reliability of that water shall be included.
- Legal authority required
- Estimated costs for the projects and managements and plans to meet those costs (economic analysis and finance strategy for projects and management actions)
- Management of groundwater extractions and recharge
- Relationship to additional GSP elements as described in Water Code §10727.4.

4.2 Project #2 Description

4.3 Project #X Description

5.0 Plan Implementation

5.1 Estimate of GSP Implementation Costs (*Reg. § 354.6*)

5.2 Schedule for Implementation

5.3 Annual Reporting

- GSA's plan for required annual reporting

5.4 Periodic Evaluations

- GSA's process for required periodic evaluations

6.0 References and Technical Studies (*Reg. § 354.4*)

Appendices

- Interbasin and Coordination Agreements (as applicable) (*Reg. § 357*)
- Contact Information for Plan Manager and GSA Mailing Address (*Reg. § 354.6*)
- List of Public Meetings (*Reg. § 354.10*)
- Technical Appendices
- Groundwater Model Documentation
- Comments and Responses (*Reg. § 354.10*)

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 9(d)

DATE: November 14, 2019

TO: Board of Directors

FROM: Staff

SUBJECT: Intra Work Order No. 2 for Data Review and GSP Data Management System Integration, Preparation of GSP Section 2.2.2, Development of a Quantitative Analysis Approach, and Stakeholder Workshop

SUMMARY

Proposed Intra Work Order No. 2 addresses several key foundational aspects of the GSP development process, as detailed below.

Data Review and Data Management System Integration: GSP Emergency Regulations require the development of a data management system (DMS) for submission with the GSP. Populating the DMS with available data is a necessary first step in GSP development because the Agency's Data Quality Control Review Procedures requires all data to be reviewed and approved prior to use, with review documentation storage in the DMS. From an efficiency standpoint, it is also prudent to develop the DMS early in the GSP process. Intra will review available data and incorporate that data and associated review results into the DMS. It is assumed that UVRGA will adopt the DMS structure developed by Mound Basin GSA, as modified to comply with the UVRGA's Data Quality Control Review Procedures.

GSP Section 2.2.2: Intra will develop GSP Section 2.2.2 which describes current and historical groundwater conditions. This section is a key section of the GSP because it serves as the foundation for evaluation of the sustainable management criteria. The key aspects of this section will be presented at a stakeholder workshop in Spring 2020.

Quantitative Analysis Approach for SMGA Compliance: GSP Emergency Regulations require GSAs to develop and use a numerical model to quantify the water budget for the basin and quantify surface water depletion for the minimum thresholds that address depletion of interconnected surface water. In each case, if a numerical groundwater and surface water model is not used, the regulations require the GSA to use an equally effective method, tool, or analytical model. The watershed-wide numerical model under development by SWRCB is not anticipated to be available for GSP development. Even if the SWRCB model was to be available, its coarse scale grid may be inadequate for quantifying surface water depletion at a scale necessary to support development of the minimum thresholds. Intra will review available data and prepare recommended modeling objectives for the GSP. Based on those objectives, Intra will identify a recommended quantitative analysis approach for SGMA compliance, and layout an analysis framework for relevant GSP chapters. Intra will consult with the Executive

Director and Kear Groundwater while performing this task.

Stakeholder Workshop: A stakeholder workshop is planned for Spring 2020 to present key findings from the review of current and historical groundwater conditions and the proposed quantitative analysis approach. Intera will prepare for and present its findings at this workshop.

Other: Work Order No. 2 also includes budget for planning the next phase of work on the GSP, coordination and collaboration with the Executive Director and Kear Groundwater, and internal project management.

RECOMMENDED ACTIONS

1. Approve Work Order No. 2 for Intera to review data and perform GSP Data Management System integration, prepare GSP Section 2.2.2, develop a quantitative analysis approach for the GSP, and present information at a stakeholder workshop for an amount not-to-exceed \$108,740.
2. Approve up to \$15,000 in contingency for unanticipated costs, to be authorized at the discretion of the Executive Director.

BACKGROUND

Please see summary.

FISCAL SUMMARY

The estimated costs for Intera Work Order No. 2 are \$108,740, compared with budgeted amount of \$145,000 for GSP development during Fiscal Year 2019/2020.

ATTACHMENTS

- A. Draft Intera Work Order No. 2

Action: _____

Motion: _____ Second: _____

B. Kuebler____ D. Engle____ A. Spandrio____ S. Rungren____ G. Shephard____ E. Ayala____ L. Rose____

Statement of Work

Work Order No. 2

Data Review and Data Management System Integration, Preparation of GSP Section 2.2.2, Development of a Quantitative Analysis Approach for GSP, and Stakeholder Workshop

To: Intera, Inc.
3838 W Carson St, Ste 380
Torrance, CA 90503
Attention: Abhishek Singh
Email: ASingh@intera.com

From: Upper Ventura River Groundwater Agency
202 W. El Roblar Dr., Ojai, California 93023
Attention: Bryan Bondy
Email: bbondy@uvrgroundwater.org

In accordance with our Master Services Agreement (“**MSA**”) dated April 12, 2019, the following Statement of Work (“**SOW**”) is entered into by Upper Ventura River Groundwater Agency (“**Customer**”) and Intera, Inc. (“**Provider**”) for a new project and/or services (collectively, “**Services**”):

GENERAL NATURE OF SERVICES: Review available data and integrate data and review results into a Data Management System, prepare GSP Section 2.2.2, develop a quantitative analysis approach for the GSP, and present results at a stakeholder workshop. Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist. Provider shall ensure all work is performed in accordance with UVRGA’s adopted procedures.

SCOPE OF SERVICES: See attached proposal.

TERM: November 14, 2019 through June 30, 2020.

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$108,740, without prior written authorization. Labor Rates are pursuant to Intera’s Statement of Qualifications dated February 25, 2019. An additional contingency budget of \$15,000 is reserved for potential unanticipated costs. Use of contingency funds requires prior written approval by the Executive Director.

PAYMENT TERMS

Payments shall be due:

☐

upon the completion of the SOW

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as follows: Billing will occur on a monthly basis and shall be based on time and materials. All invoices will be payable on a Net-30 basis. Invoices are due on the 5th business day of each month. Invoices received after the 5th business day of the month are payable on a Net-60 basis. Payment may be delayed up to 30 days beyond these terms in the event of Board of Directors meeting cancellations.

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.

[signature page follows]

ACCEPTED AND AGREED:

| | |
|---|--|
| “PROVIDER” INTERA, INC. | “CUSTOMER” UPPER VENTURA RIVER GROUNDWATER AGENCY |
| By: Print Name: David Jordan Title: Vice President Date: | By: Print Name: Bryan Bondy Title: Executive Director Date: |

Nov 5, 2019

Mr. Bryan Bondy, PG, CHG
Executive Director
Upper Ventura River Groundwater Agency
202 W. El Roblar Dr.
Ojai, CA 93023

RE: Scope and Cost for Upper Ventura River Groundwater Agency – INTERA Task Order No. 2

Dear Mr. Bondy,

INTERA is pleased to submit this scope and estimated cost to the Upper Ventura River Groundwater Agency (UVRGA) in support of the Groundwater Sustainability Plan (GSP) development:

Task 1. Data Review and Data Management System (DMS) Integration

INTERA will compile data including, but not limited to:

- Groundwater levels, water quality data and pumping records from Ventura County
- Maps and data provided by the State Water Resources Control Board (SWRCB)
- Water level data collected by Kear Groundwater
- USGS' Groundwater and Ambient Monitoring Assessment (GAMA) Program
- City of San Buenaventura
- Water Districts and mutual water companies within the UVRGA boundary
- Maps and data from the Nature Conservancy (or other sources) for evaluation of potential groundwater dependent ecosystems

Based on our preliminary review of the database obtained from the SWRCB, and communication with Mr. Bondy, currently there are approximately less than 50 active wells with available water level and water quality data. Data will be reviewed in accordance with UVRGA's Data Quality Control Review Procedures document. Preliminary well and stream hydrographs will be created to assist in the review process. Any missing metadata will be added to the data and organized in the DMS. Reviewed data will be assigned review qualifiers and input into the Agency's Data Management System (DMS). This proposal assumes UVRGA will adopt the DMS under development for the Mound Basin GSA.

Task 2. Develop GSP Section 2.2.2

INTERA will develop Section 2.2.2 Current and Historical Groundwater Conditions, including water level contour maps, supporting tables, figures, and appendices. Estimate of the storage will be developed based on thickness of alluvium, representative values of specific yield, and water level data. A range for the storage will be calculated based on full basin to low water level conditions. Maps of potential groundwater-dependent ecosystems developed by the Nature Conservancy and/or others will be reviewed and potential groundwater dependent ecosystems identified will be documented in this chapter.

Task 3. Develop Modeling or Equivalent Analysis Approach

According to the Department of Water Resources' Best Management Practice (BMP), groundwater models can be used in the GSP to "estimate and reasonably bound future groundwater conditions and water budget, support decision making about monitoring networks and management actions, and allow the exploration of alternative management approaches". Groundwater modeling or equivalent analyses will be key in supporting the assessment of long-term sustainability of the Upper Ventura River Groundwater Basin. This task will identify modeling objectives for the Upper Ventura River Basin per GSP requirements, identify the appropriate modeling or equivalent analysis tools, and layout the framework to develop modeling results for relevant GSP chapters.

As part of developing the modeling approach, INTERA will review the Hydrogeologic Conceptual Model (to be developed by Kear Groundwater) and data compiled as part of Tasks 1 and 2 and develop a modeling approach. INTERA will also review the model and any reports being developed by the SWRCB and the Dept. of Fish and Wildlife.

This task includes one phone call and one in-person meeting with the SWRCB, and one focused modeling meeting with Mr. Bondy and Kear Groundwater.

Task 4. Stakeholder Workshop

This task includes one stakeholder workshop to be conducted in Spring 2020. As part of this Task, INTERA will support the Mr. Bondy in preparation of workshop materials and presentation. We will review and analyze feedback from the Stakeholder group and provide recommendations on how to incorporate the feedback into the GSP, in the next phase of this project.

Task 5. Development of Scope and Budget for Subsequent Phase

This task will entail development of a scope of work and budget for subsequent tasks and includes one in-person meeting with Mr. Bondy and Kear Groundwater.

Task 6. Coordination Meetings

This task includes three in-person meetings (January, February, March) and up to eight phone calls with Mr. Bryan Bondy and Kear Groundwater to coordinate the project tasks.

Task 7. Project Management

The project management task includes internal coordination, communication with Mr. Bondy, and generating monthly invoices and tracking scope and budget.

Schedule

The proposed scope includes a stakeholder workshop scheduled for Spring 2020. INTERA will plan to complete Tasks 1, 2 and 3 prior to the workshop.

Cost

This cost is based on the items discussed above. The cost for this work is estimated to be approximately \$108,740 and is summarized in the table below.

| | | | Task 1. Data Review & DMS | | Task 2. Develop GSP | | Task 3. Develop Modeling Approach | | Task 4. Develop Scope and Budget for Subsequent Phase | | Task 5. Stakeholder Workshop | | Task 6. Coordination Meetings | | Task 7. Project Management | |
|----------------------------------|----------------------------------|-------|---------------------------|-----------------|---------------------|-----------------|-----------------------------------|-----------------|---|----------------|------------------------------|-----------------|-------------------------------|-----------------|----------------------------|------------------|
| Labor Category | Proposed Staff | Rate | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost |
| Principal Engineer/Scientist I | | \$250 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Principal Engineer/Scientist II | David Jordan | \$225 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Principal Engineer/Scientist III | | \$210 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Senior Engineer/Scientist I | Abhishek Singh; Erik Anderson | \$195 | 8 | \$1,560 | 60 | \$11,700 | 40 | \$7,800 | 8 | \$1,560 | 16 | \$3,120 | 32 | \$6,240 | 16 | \$3,120 |
| Senior Engineer/Scientist II | | \$180 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Senior Engineer/Scientist III | Raghu Suribhatla | \$165 | 24 | \$3,960 | 80 | \$13,200 | 40 | \$6,600 | 16 | \$2,640 | 24 | \$3,960 | 32 | \$5,280 | | \$0 |
| Senior Engineer/Scientist IV | Kevin Smith | \$150 | 24 | \$3,600 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Engineer/Scientist I | | \$140 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Engineer/Scientist II | Jevon Harding; Patrick O'Connell | \$130 | 60 | \$7,800 | 80 | \$10,400 | | \$0 | | \$0 | 24 | \$3,120 | 16 | \$2,080 | | \$0 |
| Engineer/Scientist III | | \$120 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Engineer/Scientist IV | Erick Fox | \$110 | 60 | \$6,600 | 40 | \$4,400 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Senior Technician | | \$115 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Technician | | \$72 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Senior Technical Editor | | \$115 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Tech Editor | Joanna Stakutis | \$83 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Senior CAD/Graphics | | \$87 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| CAD/Graphics | | \$76 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Project Analyst/Assistant | | \$105 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Project Associate | | \$75 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 |
| Subtotals | | | | \$23,520 | | \$39,700 | | \$14,400 | | \$4,200 | | \$10,200 | | \$13,600 | | \$3,120 |
| Total | | | | | | | | | | | | | | | | \$108,740 |

We look forward to beginning work on this project and await your approval of this scope. If you have questions, comments, or concerns please do not hesitate to contact me or Abhishek Singh.

Sincerely,

INTERA Incorporated



David Jordan, PE
Project Principal
Vice President, Western Region



Abhishek Singh, PE, PhD
Project Manager
California Operations Manager