



APPENDIX A
Elements of the Plan Table

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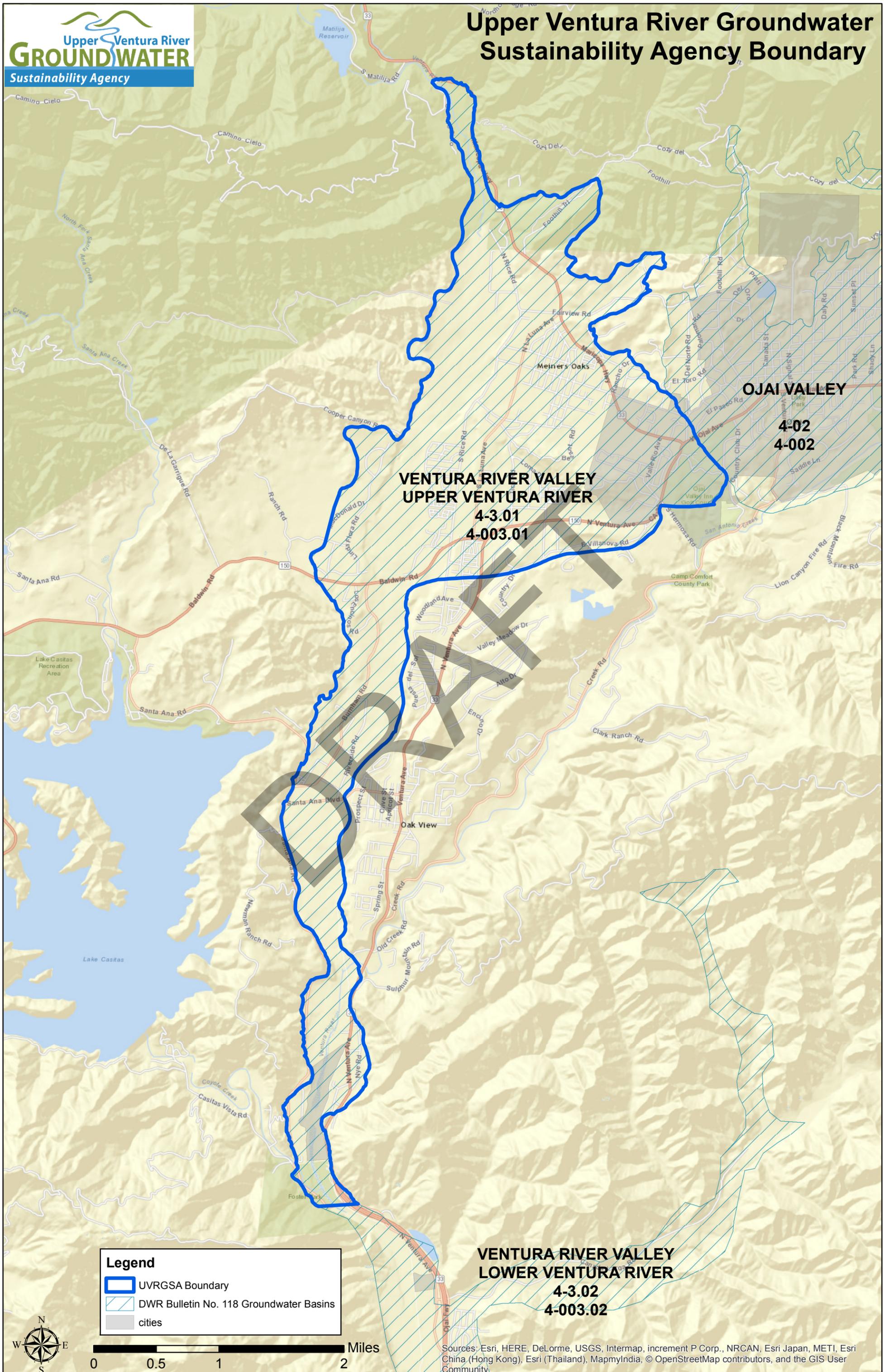
**APPENDIX A WILL BE ADDED
TO GSP FINAL DRAFT**



APPENDIX B

Information Required Pursuant to Water Code Section 10723.8 (GSA Formation)

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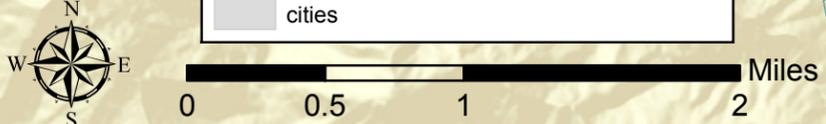
**VENTURA RIVER VALLEY
 UPPER VENTURA RIVER**
 4-3.01
 4-003.01

OJAI VALLEY
 4-02
 4-002

**VENTURA RIVER VALLEY
 LOWER VENTURA RIVER**
 4-3.02
 4-003.02

Legend

- UVRGSA Boundary
- DWR Bulletin No. 118 Groundwater Basins
- cities



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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BOARD OF DIRECTORS

UPPER VENTURA RIVER GROUNDWATER AGENCY

RESOLUTION NO. 2017-2

A RESOLUTION OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY TO ELECT TO BECOME THE GROUNDWATER SUSTAINABILITY AGENCY FOR THE UPPER VENTURA RIVER BASIN PURSUANT TO THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("Act"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the legislative intent of the Act is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; and

WHEREAS, in order to exercise the authority granted in the Act, a local agency or combination of local agencies must elect to become a groundwater sustainability agency ("GSA"); and

WHEREAS, the Upper Ventura River Groundwater Agency ("Agency") is a local agency, as the Act defines that term; and

WHEREAS, the Agency exercises jurisdiction upon land overlying the entire Upper Ventura River Groundwater Basin (designated basin number 4-003.01 in the Department of Water Resources' ("DWR") most recent changes to Bulletin No. 118) ("Basin"); and

WHEREAS, the Agency is committed to sustainable management of the Basin's groundwater resources; and

WHEREAS, the Act requires that a GSA be formed for all basins designated by DWR as a medium- or high-priority basins by June 30, 2017; and

WHEREAS, the Basin is designated as a medium-priority basin pursuant to the DWR's initial prioritization; and

WHEREAS, it is the intent of the Agency to work cooperatively with other local GSAs and stakeholders, as may be appropriate, to sustainably manage to Basin and ensure that the Act's goals are satisfied; and

WHEREAS, notice of a hearing on the Agency's election to become a GSA for the ("Notice") has been published in the Ventura County Star and the Ojai Valley News as provided by law; and

1 **WHEREAS**, on this day, the Agency held a public hearing to consider whether it should
2 elect to become a GSA for the Basin; and

3 **WHEREAS**, it would be in the best interest of the Basin for the Agency to become a
4 GSA for the Basin, and to begin the process of preparing a groundwater sustainability plan
5 (“Sustainability Plan”); and

6 **WHEREAS**, the Agency’s process to develop of the Sustainability Plan for the Basin
7 will include stakeholder outreach and will provide multiple opportunities for public involvement;
8 and

9 **WHEREAS**, adoption of this resolution does not constitute a “project” under California
10 Environmental Quality Act Guidelines Section 15378(b)(5), including organization and
11 administrative activities of government, because there would be no direct or indirect physical
12 change in the environment.

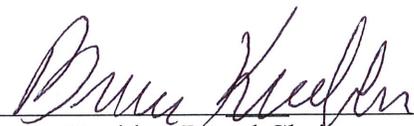
13 **THEREFORE, BE IT RESOLVED** by the Board of Directors of the Upper Ventura
14 River Groundwater Agency, as follows:

- 15 1. All the recitals in this resolution are true and correct and the Agency so finds,
16 determines and represents.
- 17 2. The Agency hereby elects to become the GSA for the Basin.
- 18 3. Within thirty days of the date of this resolution, the Agency’s interim Executive
19 Director is directed to provide notice to DWR of the Agency’s election to be the
20 GSA for the Basin (“Notice of GSA Election”) in the manner required by law.
- 21 4. One of the elements of the Notice of GSA Election is the boundary the Agency
22 intends to manage as the GSA for the Basin. Until further action of the Agency,
23 the boundaries of the GSA shall be the external boundary of the Basin, the
24 entirety of which currently falls within the Agency’s jurisdiction.
- 25 5. Upon submission of the Notice of GSA Election, the Agency’s Board of
26 Director’s shall begin discussions with interested stakeholders and beneficial
27 users within the Basin in order to begin the process of developing a Sustainability
28 Plan for the Basin.
- 29 6. The Agency’s acting Executive Director is designated as the point-of-contact and
30 is directed to report back to the Agency’s Board of Directors at least quarterly on
the progress toward developing the Sustainability Plan.
7. This resolution shall take effect immediately upon passage and adoption.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution
No. 2017-2 was duly adopted and passed by the Board of Directors of the Upper Ventura River
Groundwater Agency at a meeting held on the 9th day of March, 2017, by the following vote:

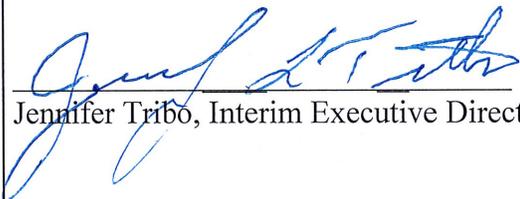
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AYES:
NOES:
ABSENT:



Bruce Kuebler, Board Chair
Upper Ventura River Groundwater Agency

ATTEST:



Jennifer Tribo, Interim Executive Director

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Certificate of Publication

Ad #1494343

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Feb. 22, March 01, 2017

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this March 01, 2017; in Camarillo, California, County of Ventura.

Maria Rodriguez
(Signature)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing of the Upper Ventura River Groundwater Agency Board of Directors will be held:

--Thursday, March 9, 2017 at 6:30pm--
UPPER VENTURA RIVER GROUNDWATER AGENCY
Oak View Community Center
18 Valley Road, Oak View, California 93022

The purpose of this Public Hearing is to accept public comment regarding the Upper Ventura River Groundwater Agency's ("Agency") election to become the designated Groundwater Sustainability Agency ("GSA") pursuant to the Sustainable Groundwater Management Act ("SGMA") for the Upper Ventura River Groundwater Basin ("Basin"). Under SGMA, a local agency is required to elect to become a GSA for the Basin by June 30, 2017. Failure to comply with this deadline subjects the Basin to state intervention under SGMA. Once a GSA is formed for the Basin, the GSA will begin holding public meetings to discuss development of a Groundwater Sustainability Plan. Additional information can be found at: <http://www.uvrgroundwater.org/> and by contacting pbkuebler@sbcglobal.net or 805-649-3050.

Bruce Kuebler
Chair, Upper Ventura River Groundwater Agency

UPPER VENTURA RIVER GROUNDWATER AGENCY BOARD OF DIRECTORS

Publish: February 22, 2017 and March 1, 2017 Ad No. 1494343

PROOF OF PUBLICATION
(SECTION 2015.5 CCP)

Ventura Water
Received

MAR 06 2017

STATE OF CALIFORNIA
COUNTY OF VENTURA

I am a citizen of the United States and a resident of the aforesaid County; I am over the age of eighteen, and not interested in the above entitled matter. I am now, and at all times embraced in the publication herein mentioned, was a principal clerk of the printers and publishers of THE OJAI VALLEY NEWS, a newspaper of general circulation, printed and published every Friday at Ojai in the above-named County and State; that the Legal Advertisement

Public Hearing

of which the annexed clipping is a true printed copy, was published in the above-named newspaper, and not in any supplement thereof, on the following dates, to-wit:

Feb. 24 & March 3

that said newspaper was duly and regularly ascertained and established newspaper of general circulation by Decree entered in the Superior Court of the County of Ventura, State of California, on February 14, 1958, under the provision of Chapter 1, Division 7, Title 1 of the California Code of the State of California. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Linda Griffin
Ojai Valley News

Linda Griffin

Dated this 3rd Day of March
2017 at Ojai Valley News, Ventura County, California

OVN02-19-2017
Published Ojai Valley News
February 24 & March 3, 2017
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Bruce Kuebler
Chair, Upper Ventura River Groundwater Agency
UPPER VENTURA RIVER
GROUNDWATER AGENCY
BOARD OF DIRECTORS

JOINT EXERCISE OF POWERS AGREEMENT

by and among

THE CASITAS MUNICIPAL WATER DISTRICT

THE CITY OF SAN BUENAVENTURA

THE COUNTY OF VENTURA

THE MEINERS OAKS WATER DISTRICT

and

THE VENTURA RIVER WATER DISTRICT

creating

THE UPPER VENTURA RIVER GROUNDWATER AGENCY

DECEMBER 2016

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**JOINT EXERCISE OF POWERS AGREEMENT
THE UPPER VENTURA RIVER GROUNDWATER AGENCY**

This **Joint Exercise of Powers Agreement** (“**Agreement**”) is made and effective on the last date executed (“**Effective Date**”), by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District, sometimes referred to herein individually as a “**Member**” and collectively as the “**Members**,” for purposes of forming the Upper Ventura River Groundwater Agency (“**Agency**”) and setting forth the terms pursuant to which the Agency shall operate. Capitalized defined terms used herein shall have the meanings given to them in Article 1 of this Agreement.

RECITALS

- A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (“**SGMA**”), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.
- B. For groundwater basins designated by the Department of Water Resources (“**DWR**”) as medium- and high-priority but that have not been designated by DWR as subject to critical conditions of overdraft, SGMA requires establishment of a groundwater sustainability agency (“**GSA**”) by June 30, 2017, and adoption of a groundwater sustainability plan (“**GSP**”) by January 31, 2022.
- C. The Upper Ventura River Basin (designated basin number 4-3.01 in the DWR’s Bulletin No. 118) (“**Basin**”) is designated as a medium-priority sub-basin.
- D. Under SGMA, a combination of local agencies may form a GSA through a joint exercise of powers agreement.
- E. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers authority.
- F. The Joint Exercise of Powers Act of 2000 (“**Act**”) authorizes the Members to create a joint powers authority, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.
- G. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code sections 6584, *et seq.*), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so would result in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sales.

H. Based on the foregoing legal authority, the Members desire to create a joint powers authority for the purpose of taking all actions deemed necessary by the joint powers authority to ensure sustainable management of the Basin as required by SGMA.

I. The governing board of each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed.

TERMS OF AGREEMENT

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the following meanings for purposes of this Agreement:

- 1.1 "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.
- 1.2 "Agreement" has the meaning assigned thereto in the Preamble.
- 1.3 "Auditor" means the auditor of the financial affairs of the Agency appointed by the Board of Directors pursuant to Section 13.3 of this Agreement.
- 1.4 "Agency" has the meaning assigned thereto in the Preamble.
- 1.5 "Basin" has the meaning assigned thereto in Recital C.
- 1.6 "Board of Directors" or "Board" means the governing body of the Agency as established by Article 6 of this Agreement.
- 1.7 "Bylaws" means the bylaws adopted by the Board of Directors pursuant to Article 11 of this Agreement to govern the day-to-day operations of the Agency.
- 1.8 "Director" and "Alternate Director" shall mean a director or alternate director appointed by a Member pursuant to Article 6 of this Agreement.
- 1.9 "DWR" has the meaning assigned thereto in Recital B.
- 1.10 "Effective Date" has the meaning assigned thereto in the Preamble.
- 1.11 "Executive Director" means the chief administrative officer of the Agency to be appointed by the Board of Directors pursuant to Article 10 of this Agreement.
- 1.12 "Farm Bureau" means the Farm Bureau of Ventura County.
- 1.13 "GSA" has the meaning assigned thereto in Recital B.

- 1.14 “GSP” has the meaning assigned thereto in Recital B.
- 1.15 “Member” has the meaning assigned thereto in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 5.1 of this Agreement, including any new members as may be authorized by the Board, pursuant to Section 5.2 of this Agreement.
- 1.16 “Member Director” means a Director appointed pursuant to Article 6 of this Agreement that represents a Member.
- 1.17 “Officer(s)” means the chair, vice chair, secretary, or treasurer of the Agency to be appointed by the Board of Directors pursuant to Section 7.1 of this Agreement.
- 1.18 “Quorum” shall have the meaning assigned to it in Section 9.1.
- 1.19 “SGMA” has the meaning assigned thereto in Recital A.
- 1.20 “Special Projects” shall mean a project undertaken pursuant to Article 17.
- 1.21 “Stakeholder Director” means a Director appointed pursuant to Article 6 that represents stakeholder interests.
- 1.22 “State” means the State of California.
- 1.23 “Supermajority” shall mean the following:
- 1.23.1 If either six (6) or seven (7) Directors are in attendance and eligible to vote, a supermajority shall mean six (6) affirmative votes.
- 1.23.2 If only six (6) Directors are in attendance and one (1) of those six (6) Directors is prevented from voting due to a conflict of interest, a supermajority vote shall mean five (5) affirmative votes.
- 1.23.3 If only six (6) Directors are in attendance and two (2) of those six (6) Directors are prevented from voting due to a conflict of interest, a supermajority shall mean four (4) affirmative votes, provided that all four (4) affirmative votes are by Member Directors.
- 1.23.4 If fewer than six (6) Directors are in attendance at the meeting, a matter subject to a supermajority vote pursuant to Section 9.3 shall not be called for a vote.

ARTICLE 2 CREATION OF THE AGENCY

- 2.1 Creation of the Agency. There is hereby created pursuant to the Act a joint

powers authority, which will be a public entity separate from the Members to this Agreement and shall be known as the Upper Ventura River Groundwater Agency (“**Agency**”). Within thirty (30) days after the Effective Date of this Agreement and after any amendment to this Agreement, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within seventy (70) days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the Clerk for the County of Ventura, setting forth the facts required to be stated pursuant to Government Code section 53051(a).

2.2 Purpose of the Agency. Each Member to this Agreement has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern water supply projects and exercise groundwater management authority within the Basin either alone or in cooperation with other public or private non-member entities, and each is a local agency eligible to serve as the GSA in the Basin, either alone or jointly through a joint powers agreement as provided for by SGMA. This Agreement is being entered into in order to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner herein set forth, in order to effectuate the purposes of this Agreement. The purpose of the Agency is to serve as the GSA for the Basin and to develop, adopt, and implement the GSP for the Basin pursuant to SGMA and other applicable provisions of law.

ARTICLE 3 TERM

This Agreement shall become effective upon its execution by each of the Members and shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

ARTICLE 4 POWERS

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Agency, including but not limited to the powers set forth below. For purposes of Government Code section 6509, and unless the Agency has adopted applicable rules, regulations, policies, bylaws and procedures, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Ventura, and in the event of the withdrawal of the County of Ventura as a Member under this Agreement, then the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of San Buenaventura.

4.1. To exercise all powers afforded to the Agency under SGMA, including without limitation:

4.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency.

4.1.2 To develop, adopt and implement a GSP for the Basin, and to exercise jointly the common powers of the Members in doing so.

4.1.3 To obtain rights, permits and other authorizations for, or pertaining to, implementation of a GSP for the Basin.

4.1.4 To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.

4.1.5 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift, or eminent domain, and to hold, enjoy, lease or sell, or otherwise dispose of, property, including real property, water rights, and personal property, necessary for the full exercise of the Agency's powers.

4.1.6 To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.

4.1.7 To exchange and distribute water.

4.1.8 To regulate groundwater extractions as permitted by SGMA.

4.1.9 To spread, sink and inject water into the Basin.

4.1.10 To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.

4.1.11 To develop and facilitate market-based solutions for the use and management of water rights.

4.1.12 To impose assessments, groundwater extraction fees or other charges, and to undertake other means of financing the Agency as authorized by Chapter 8 of SGMA, commencing at section 10730 of the Water Code.

4.1.13 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.

4.2 To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California or other public agencies or private persons or entities necessary for the Agency's purposes.

4.3 To develop, collect, provide, and disseminate information that furthers the purposes of the Agency.

4.4 To make and enter contracts necessary to the full exercise of the Agency's power.

4.5 To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.

4.6 To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, as authorized by the Act.

4.7 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.8 To sue and be sued in the Agency's own name.

4.9 To provide for the prosecution of, defense of, or other participation in, actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, have an interest and employ counsel and other expert assistance for these purposes.

4.10 To accumulate operating and reserve funds for the purposes herein stated.

4.11 To invest money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as Members, pursuant to Government Code section 53601, as that section now exists or may hereafter be amended.

4.12 To undertake any investigations, studies, and matters of general administration.

4.13 To undertake Special Projects, as set forth in Article 17.

4.14 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

ARTICLE 5 MEMBERSHIP

5.1 Members. The Members of the Agency shall be the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District, as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

5.2 New Members. It is recognized that a public agency that is not a Member on the Effective Date of this Agreement may wish to participate in the Agency. Additional public agencies or mutual water companies may become members of the Agency upon such terms and conditions as established by the Board of Directors and upon the unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all of the Members, including the additional public agency or mutual water company. The addition of new Members shall not affect any rights of existing Members without the consent of all affected Members.

ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS

6.1 Formation of the Board of Directors. The Agency shall be governed by a Board of Directors (“**Board of Directors**” or “**Board**”). The Board shall be composed of seven (7) Directors consisting of the following representatives, who shall be appointed in the manner set forth in Section 6.3:

6.1.1 Five (5) Member Directors, with one (1) Member Director appointed by the governing board of each Member.

6.1.2 Two (2) Stakeholder Directors, one of which shall be representative of agricultural stakeholders and interests within the Basin and one of which shall be representative of environmental stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet one or more of the following three criteria, determined at the sole discretion of the Member Directors: (i) own and operate an agricultural business with its principal operations on land overlying the Basin; (ii) own or lease property overlying the Basin and extract groundwater from the Basin for the irrigation of at least two (2) acres of crops in commercial operation; or (iii) be a representative of an agricultural organization currently active within the Members’ service area boundaries.

(b) Environmental Stakeholder Director. The Environmental Stakeholder Director shall be an active member of a nonprofit, 501(c)(3) organization which, at the sole discretion of the Member Directors, meets the following requirements: (i) is currently active within Ventura County; (ii) has an adopted budget; and (iii) has a mission that advances, or is furthered by, groundwater sustainability.

6.2 Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 4, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

6.3 Appointment of Directors. The Directors shall be appointed as follows:

6.3.1 One (1) Member Director from the Casitas Municipal Water District shall be appointed by resolution of the Casitas Municipal Water District Board of Directors.

6.3.2 One (1) Member Director from the City of San Buenaventura shall be appointed by resolution of the City of San Buenaventura City Council.

6.3.3 One (1) Member Director from the County of Ventura shall be appointed by resolution of the County of Ventura Board of Supervisors.

6.3.4 One (1) Member Director from the Meiners Oaks Water District shall be appointed by resolution of the Meiners Oaks Water District Board of Directors.

6.3.5 One (1) Member Director from the Ventura River Water District shall be appointed by resolution of the Ventura River Water District Board of Directors.

6.3.6 The two (2) Stakeholder Directors shall be appointed as follows:

(a) Agricultural Stakeholder Director: The Member Directors shall select the Agricultural Stakeholder Director from a list of three (3) qualified nominees submitted by the Farm Bureau of Ventura County (“**Farm Bureau**”). The Farm Bureau shall submit its nominees to the Member Directors pursuant to a process determined by the Member Directors. The Member Directors shall consider the nominees at a regular meeting and at that meeting shall appoint the Agricultural Stakeholder Director upon a vote of all Member Directors.

(b) Environmental Stakeholder Director. The Member Directors shall select the Environmental Stakeholder Director from qualified nominees submitted by environmental nonprofit, 501(c)(3) organizations meeting the criteria specified in Section 6.1.2(b). The nominations shall be submitted to the Member Directors pursuant to a process determined by the Member Directors. The Member Directors shall consider the nominees at a regular meeting and shall appoint the Environmental Stakeholder Director upon a vote of all Member Directors.

6.4 Alternate Directors. Each Member may also appoint one Alternate Director to the Board of Directors. A Stakeholder Director shall not have an Alternate Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 6.3. Unless appearing as a substitute for a Member Director due to absence or conflict of interest, Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board.

6.5 Term, Reappointment, and Removal. Directors and Alternate Directors shall serve for terms of two (2) years, provided that for the purpose of establishing staggered terms among the Directors and Alternate Directors, three (3) of the Member Directors and their respective Alternate Directors shall serve an initial term of three (3) years. The Member Directors and Alternative Directors that will serve an initial term of three (3) years shall be determined by resolution of the Board of Directors at its first meeting. A Member Director or Alternate Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member that appointed him or her. A Member Director or Alternate Director shall be either a member of the appointing agency's staff or governing board and shall cease to be a Member Director or Alternate Director when no longer a member of the appointing agency's staff or governing board. A Stakeholder Director may be removed or reappointed by a vote of all Member Directors.

6.6 Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 6.5. For Member Directors, a vacancy shall also occur when he or she is removed by his or her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 6.5. Upon the vacancy of a Member Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 6.3 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3. Members shall submit any changes in Director or Alternate Director positions to the Executive Director by written notice signed by an authorized representative of the Member. The written notice shall include a resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

6.7 Conflicts of Interest. No Director shall be allowed to participate in any matter before the Board in which he or she has a conflict of interest. A Member Director is deemed to have a conflict of interest and disqualified from participating in related matters before the Board if that Member Director (i) is personally, or (ii) was appointed by a Member that is named as an adverse party in any litigation in which the Agency is a party. A Stakeholder Director is deemed to have a conflict of interest and disqualified from participating in related matters before the Board if that Stakeholder Director (i) is personally, (ii) was nominated by, (iii) is employed by, or (iv) acts as a manager or executive director to, or sits on the board of, an entity that is named as an adverse party in litigation in which the Agency is a party. In such an event, the Director shall be deemed disqualified in all matters related to the issue being litigated, shall not be eligible to receive confidential information relating to the litigation from the Agency or its legal counsel, and shall not be eligible to attend any closed session where the litigation is discussed. In the event a Director deemed to have conflict of interest refuses to withdraw from matters related to the conflict, the other Directors shall jointly seek a court order preventing the conflicted Director from participating in those related matters.

ARTICLE 7 OFFICERS

7.1 Officers. The officers of the Agency shall be a chair, vice chair, secretary selected from among the Member Directors. The Agency shall also appoint a treasurer consistent with the provisions of Section 13.3. The vice chair, or in the vice chair's absence, the secretary, shall exercise all powers of the chair in the chair's absence or inability to act.

7.2 Appointment of Officers. Officers shall be elected by, and serve at the pleasure of, the Board of Directors, in accordance with the Bylaws.

7.3 Principal Office. The principal office of the Agency shall be established by the Board of Directors, and may thereafter be changed by a vote of the Board.

ARTICLE 8 DIRECTOR MEETINGS

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in the County of Ventura, California, within thirty (30) days of the Effective Date of this Agreement.

8.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board, within the jurisdictional boundaries of one or more of the Members, and at such times as may be determined by the Board.

8.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a vote of the Directors in accordance with the provisions of Government Code section 54956.

8.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code sections 54950, *et seq.*). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.

8.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*) within six (6) months following the appointment of both Stakeholder Directors.

ARTICLE 9 MEMBER VOTING

9.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the total number of Directors plus one Director ("**Quorum**"). In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the Directors present, but no other business may be transacted at the meeting. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person or participates telephonically, provided the telephone appearance is consistent with the requirements of the Ralph M. Brown Act.

9.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Agency business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.

9.3 Affirmative Decisions of the Board of Directors. The structure of voting and the determination of affirmative decisions of the Board of Directors, as set forth herein, are designed to encourage and facilitate consensus, pursuant to the following procedure:

9.3.1 First Reading. A matter may be approved on the first reading of the matter pursuant to a unanimous vote of all Directors.

9.3.2 Second Reading. If unanimity is not obtained on the first reading of a matter, the Board shall continue a final vote on the matter for a second reading. The second reading shall occur at the next regular meeting of the Board, unless the Board votes to continue the second reading of the matter to another regular or special meeting of the Board.

(a) Matters Requiring Supermajority Vote on Second Reading. Decisions concerning the following matters shall require a supermajority vote in order to pass on the second reading: (i) any capital expenditure of \$50,000 or more; (ii) the Agency's annual budget and amendments thereto; (iii) the GSP for the Basin or any amendments thereto; (iv) the Agency's adoption of groundwater extraction fees; (v) the Agency's adoption of any taxes, fees, or assessments subject to Proposition 218; (vi) the issuance of assessments for contributions by Members pursuant to Section 14.2; or (vii) any stipulation to resolve litigation concerning groundwater rights within, or groundwater management for, the Basin. A supermajority vote shall be calculated pursuant to Section 1.23.

(b) Simple Majority Vote for All Other Matters on Second Reading. Unless otherwise specified in this Agreement, for all matters not specified in Section 9.3.2(a), an affirmative decision of the Board on the second reading shall require a simple majority of all Directors present at the meeting and eligible to vote on the matter.

ARTICLE 10 EXECUTIVE DIRECTOR AND STAFF

10.1 Appointment. The Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

10.2 Duties. If appointed, the Executive Director shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

10.3 Term and Termination. The Executive Director shall serve until he/she resigns or the Board of Directors terminates his/her appointment.

10.4 Staff and Services. The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Agency, subject to the approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology and human resources. A written agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

ARTICLE 11 BYLAWS

The Board of Directors shall cause to be drafted, approve, and amend Bylaws of the Agency to govern the day-to-day operations of the Agency. The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

ARTICLE 12 ADVISORY COMMITTEES

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

ARTICLE 13 ACCOUNTING PRACTICES

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the Agency shall run from July 1 to June 30.

13.3 Appointment of Treasurer and Auditor; Duties. The treasurer and Auditor shall be appointed and/or retained in the manner, and shall perform such duties and responsibilities, specified in sections 6505, 6505.5 and 6505.6 of the Act. The treasurer shall be bonded in accordance with the provisions of Government Code section 6505.1.

ARTICLE 14 BUDGET AND EXPENSES

14.1 Budget. Within one hundred and twenty (120) days after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year. In the event that a budget is not so approved, the prior year's budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or assessment(s) of contributions by Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year.

14.2 Agency Funding and Contributions. For the purpose of funding the expenses and ongoing operations of the Agency, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors may fund the Agency and the GSP for the Basin as provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code), through voluntary contributions from Members, and through the assessment of Member contributions, with the intent that the Agency will reimburse each Member at a later date. Such assessment of Member contributions shall be in the amount and frequency determined necessary by a supermajority vote of the Board (as set forth in Section 9.3) and shall be paid by each Member to the Agency within one hundred and twenty (120) days of assessment by the Board, unless otherwise directed by the Board.

14.3 Return of Contributions. The Agency may reimburse Members for all or any part of any contributions made by Members, and any revenues by the Agency may be distributed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (i) any distributions shall be made in proportion to the contributions paid by each Member to the Agency, and (ii) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Section 14.2, shall be returned to the contributing Member, together with accrued interest at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Agency shall hold title to all funds and property acquired by the Agency during the term of this Agreement.

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.6, provided such issuance is approved by a unanimous vote of the Member Directors.

ARTICLE 15 LIABILITIES

15.1 Liability. In accordance with Government Code section 6507, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone, and not the individual Members.

15.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, acts or omissions of the Agency or its employees, officers or agents or negligent acts or omissions (not including gross negligence or wrongful conduct) of the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

15.3 Hazardous Materials. The Agency shall not handle, receive, use, or dispose of hazardous materials unless first amending this Agreement to provide indemnification by the Agency of all of Members in relation to the Agency's handling, receipt, use or disposal of hazardous materials.

15.4 Liability Insurance. The Board of Directors shall obtain, and maintain in effect, appropriate liability insurance to cover the activities of the Agency's Directors and staff in the ordinary course of their duties.

15.5 Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board of Directors shall be deemed, by reason of their employment by the Board of Directors, to be employed by any of the Members or, by reason of their employment by the Board of Directors to be subject to any of the requirements of such Members.

ARTICLE 16 WITHDRAWAL OF MEMBERS

16.1 Unilateral Withdrawal. Subject to the Dispute Resolution provisions set forth in Section 18.9, a Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the Executive Director.

16.2 Rescission or Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement

which were incurred or accrued prior to the date of such termination or withdrawal, including, without limitation, those debts, liabilities and obligations pursuant to Sections 4.6 and 14.4. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this Section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

16.4 Return of Contribution. Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Agency for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

ARTICLE 17 SPECIAL PROJECTS

17.1 Special Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate Special Projects that involve fewer than all Members. No Member shall be required to be involved in a Special Project that involves fewer than all Members.

17.2 Special Project Agreement. With the unanimous approval of Member Directors, Members may undertake Special Projects in the name of the Agency. Prior to undertaking a Special Project, the Members electing to participate in the Special Project shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of this Agreement; and (ii) the Members to the activity agreement shall indemnify, defend and hold the Agency, and the Agency's other Members, harmless from and against any liabilities, costs or expenses of any kind resulting from the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Project shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Project.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the City Clerk, Board Clerk, or Board Secretary of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service or electronic mail.

18.3 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

18.4 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.5 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Act, this Agreement shall terminate.

18.6 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.7 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.8 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.9 Dispute Resolution. In the event that any dispute arises among the Members relating to (i) this Agreement, (ii) the rights and obligations arising from this Agreement, (iii) a Member proposing to withdraw from membership in the Agency, or (iv) a Member proposing to initiate litigation in relation to legal rights to groundwater within the Basin or the management of the Basin, the aggrieved Member or Members proposing to withdraw from membership shall provide written notice to the other Members of the controversy or proposal to withdraw from

membership. Within forty-five (45) days after such written notice, the Members shall attempt in good faith to resolve the controversy through informal means. If the Members cannot agree upon a resolution of the controversy within forty-five (45) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action or prior to withdrawal of a Member proposing to withdraw from membership. The mediation shall be no less than a full day (unless agreed otherwise among the Members) and the cost of mediation shall be paid in equal proportion among the Members. The mediator shall be either voluntarily agreed to or appointed by the Superior Court upon a suit and motion for appointment of a neutral mediator. Upon completion of mediation, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy or withdraw from membership as otherwise authorized pursuant to this Agreement. The Agency may, at its discretion, participate in mediation upon request by a Stakeholder Director concerning a dispute alleged by the Stakeholder Director concerning the management of the Basin or rights to extract groundwater from the Basin, with the terms of such mediation to be determined in the sole discretion of the Member Directors.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

18.11 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

18.12 No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Members and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any Member, nor shall any provision give any third person any right of subrogation or action over or against any Member.

18.13 Member Authorization. The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by the signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement by authorized officials thereof on the dates indicated below, which Agreement may be executed in counterparts.

CASITAS MUNICIPAL WATER DISTRICT

DATED: 11/23/16

APPROVED AS TO FORM:

By: [Signature]
Title: President

By: [Signature]
Title: Secretary

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF VENTURA

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

MEINERS OAKS WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

CASITAS MUNICIPAL WATER DISTRICT DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA

DATED: 12-12-16

APPROVED AS TO FORM:

By: 
Title: Mayor

By: _____
Title: _____

COUNTY OF VENTURA

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

MEINERS OAKS WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

CASITAS MUNICIPAL WATER DISTRICT DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF VENTURA

DATED: 12/6/14

APPROVED AS TO FORM:

By: London Parks
Title: Chair, Board of Supervisors
County of Ventura
MEINERS OAKS WATER DISTRICT

By: Albert [Signature]
Title: _____

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____



CASITAS MUNICIPAL WATER DISTRICT DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

[Signatures continue on the following page.]

CITY OF SAN BUENAVENTURA

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF VENTURA

DATED: _____

APPROVED AS TO FORM:

By: James Katsak
Title: Board President

By: [Signature]
Title: General Manager

MEINERS OAKS WATER DISTRICT

DATED: November 15, 2016

APPROVED AS TO FORM:

By: _____
Title: _____

By: [Signature]
Title: District Counsel

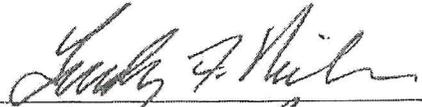
VENTURA RIVER WATER DISTRICT

DATED: NOVEMBER 9, 2016

APPROVED AS TO FORM:

By: 
Title: President

Ed Lee, President

By: 
Title: DISTRICT COUNSEL

Lindsay Nielson,
District Counsel

DRAFT

BYLAWS

of the

**UPPER VENTURA RIVER
GROUNDWATER AGENCY**

Adopted on
December 14, 2017

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PREAMBLE

These Bylaws are adopted pursuant to Section 4.1.1 and Article 11 of the Joint Exercise of Powers Agreement (Agreement) creating the Upper Ventura River Groundwater Agency.

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 Definitions and Construction. Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement's terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the interpretation of these Bylaws.

DEFINITIONS

The following terms have the following meanings for purposes of the Bylaws.

1.2 "Agreement" has the meaning The Joint Exercise of Powers Agreement by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District for purposes of forming the Upper Ventura River Groundwater Agency and setting forth the terms pursuant to which the Agency shall operate.

1.3 "Auditor" means the auditor of the financial affairs of the Agency appointed by the Board of Directors pursuant to Section 13.3 of the Agreement.

1.4 "Agency" means the Upper Ventura River Groundwater Agency.

1.5 "Board of Directors" or "Board" means the governing body of the Agency as established by Article 6 of the Agreement.

1.6 "Bylaws" means these Bylaws adopted by the Board of Directors pursuant to Section 4.1.1 and Article 11 of the Agreement to govern the day-to-day operations of the Agency.

1.7 "Director" and "Alternate Director" shall mean a director or alternate director appointed by a Member or by the Board pursuant to Article 6 of the Agreement.

1.8 "Executive Director" means the chief administrative officer of the Agency to be appointed by the Board of Directors pursuant to Article 10 of the Agreement.

1.9 "Farm Bureau" means the Farm Bureau of Ventura County.

1.10 "GSP" means a Groundwater Sustainability Plan for the Basin.

1.11 “Member” means any Agency Member, as determined pursuant to Article 5 of the Agreement. “Members” shall refer collectively to all Members of the Agency.

1.12 “Member Director” means a Director appointed pursuant to Article 6 of the Agreement that represents a Member.

1.13 “Officer(s)” means the chair, vice chair, secretary, or treasurer of the Agency to be appointed by the Board of Directors pursuant to Article 7 of the Agreement.

1.14 “Quorum” shall have the meaning assigned to it in Section 9.1 of the Agreement.

1.15 “Special Projects” means a project undertaken pursuant to Article 17 of the Agreement.

1.16 “Stakeholder Director” means a Director appointed pursuant to Article 6 of the Agreement that represents stakeholder interests.

ARTICLE 2

THE AGENCY

2.1 Name of the Agency. The name of the Agency created by the Agreement is the Upper Ventura River Groundwater Agency.

2.2 Principal Office of the Agency. The principal office of the Agency is the shared office of the Ojai Groundwater Basin Management Agency and the Upper Ventura River Groundwater Agency, located at 428 Bryant Circle, Ojai, CA 93023.

2.3 Agency Powers. The powers of the Agency are established in Article 4 of the Agreement and vested in the Board. The Board reserves the right to delegate such powers as are appropriate and permissible by law.

ARTICLE 3

MEETINGS

3.1 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time, and place set by the Board, within the jurisdictional boundaries of one or more of the Members, and at such times as may be determined by the Board.

3.2 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a vote of the Directors in accordance with the requirements of the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (“Brown Act”).

3.3 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Brown Act. The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the Brown Act.

3.4 Local Conflict of Interest Code. The Board of Directors has adopted a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974, Government Code Section 81000, *et seq.* The Board shall take all actions necessary to ensure the code remains in compliance with applicable laws, including updating the code as required.

3.5 Agenda. The Executive Director, in consultation with Board Chair, shall prepare the draft agenda. The Board Chair shall approve the draft agenda before its finalization and posting. The agenda shall in all respects comply with the Brown Act.

3.6 Quorum. Quorum will be determined as provided in Section 9.1 of the Agreement.

3.7 Official Act. The Agency shall take action by motion, resolution, or ordinance. Every action shall be by a vote of the Board in accordance with the applicable provisions of the Agreement, the Bylaws, and State laws.

3.8 Director Voting. All votes of the Board of Directors shall be in accord with the procedures set forth in Article 9 of the Agreement, supplemented by the Collaborative Decision-Making Approach set forth in Section 3.9 of these Bylaws.

3.9 Collaborative Decision-Making Approach. The Board shall seek to achieve unanimous consensus among its members by following these procedures for collaborative decision-making. All actions taken pursuant to this Section 3.9 shall be conducted in accordance with the requirements of the Brown Act and provisions of the Agreement. If any conflict arises between the procedures required by this Section 3.9 and the requirements of the Brown Act or the provisions of the Agreement, the Brown Act and/or Agreement shall control.

3.9.1 Guiding Principles for Collaborative Decision-Making Approach.

3.9.1.1 Consensus. The Directors shall seek to reach consensus on all decisions. Consensus means that each Member of the GSA Board does not reject a proposal. In reaching consensus, some Directors may “support” a particular decision while others may only be able to “live with it.” Still others may choose to “stand aside” by verbally noting disagreement, yet allowing the Board to reach consensus without them. Any of these actions constitutes consensus. A lack of consensus is when one or more Members cannot support, live with, or stand aside on a topic.

3.9.1.2 Consensus with Accountability. The Board will seek mutually acceptable and beneficial decisions whenever possible. In an attempt to achieve consensus, any Director that disagrees with a decision must provide an alternative that attempts to meet his/her agency’s/constituency’s interests while also meeting the interests of other Directors. The consensus decision method is based on principles of “consensus with accountability.”

3.9.1.3 Consensus Seeking. As stated above, the Board will seek to achieve consensus. This reflects an aspiration, however. The work of the Board must be timely and efficient and attempts to reach consensus cannot continue indefinitely. Therefore, “consensus seeking” represents an approach through which the Board will make a robust, reasonable attempt to reach consensus, the duration of which must be decided by the Board. After such attempts are made, if the Board cannot reach consensus, the approach and outcomes are memorialized, and the Board may proceed to a vote.

3.9.1.4 Agreements in Principle/Agreements in Detail. In a collaborative decision-making process, it is beneficial for Directors to have the space and time to propose initial ideas to be discussed amongst, and potentially modified by, their Board colleagues, rather than to move straight to a binding vote. This can be achieved using “straw polls” or similar methods whereby a Director proposes an idea in principle, the Board discusses and modifies it, the Board seeks to reach an informal “agreement in principle,” and then votes on the item. This method allows Members time to informally discuss ideas, test feasibility with other colleagues/leadership or their Member organizations, and eventually reach consensus.

3.9.2 Consensus Seeking Decision Approach

3.9.2.1 Preliminary Discussions. The Board shall employ a consensus seeking decision approach whereby Directors and Members become informed on the item under consideration by the Board, Directors deliberate over the issues, and Directors then create proposals to test the feasibility of a decision to achieve consensus. In this step the Directors shall employ straw polls, agreements in principle, and consensus with accountability.

3.9.2.2 First Vote. At a point where the Board feels that a matter has been sufficiently discussed, a Director should make a motion for a formal vote. The result of the first vote is either a consensus decision or failure to reach consensus. If the Board achieves consensus on a first vote, then the decision is final. If the Board does not achieve consensus, the matter will be continued to a future Board meeting where final action may be taken upon a second vote.

3.9.2.3 Consensus Review. In the time period between a first and a second vote, the Directors will review the discussion and outcome regarding the first vote and should prepare alternatives to the item under consideration that will meet the interests of all Members. Communications between Directors shall be conducted in strict compliance with the requirements of the Brown Act. The Board may hold noticed public workshops or meetings between the first and second vote as necessary to foster further consensus-based discussion of the matter. Consideration of viewpoints and alternatives will be particularly important for any Directors that could not support the topic at the first vote. The duration of this consensus review period is at the discretion of the Board.

3.9.2.4 Second Vote. After the prescribed period of time has passed, the Board will place the item on the agenda for a second vote. At that time, Directors will discuss the item under consideration with a particular emphasis placed on proposed alternatives that ideally achieve the interests of all Members. After a sufficient discussion period, the Board will conduct the second vote, which shall be final.

3.9.2.5 Dispute Resolution. In the event that an outcome of the second vote is considered untenable by one or more Members, the Member(s) may initiate the dispute resolution process provided by Section 18.9 of the Agreement.

3.10 Actions Not Subject to Consensus Voting Procedure. The Board may approve the regular monthly receivables by a simple majority vote, rather than the procedures required by Article 9 of the Agreement and Section 3.9 of these Bylaws, so long as the routine costs and bills making up the regular monthly receivables have not been objected to by any Director. A Director may

voice an oral objection at the meeting or file an objection in writing prior to the meeting. Likewise, any meeting of the Board may be adjourned by a simple majority vote.

3.11 Roll Call Vote. The vote on resolutions, ordinances, and on such other matters as may be requested by majority of the Board or required by law, shall be accomplished by roll call vote and the vote of each Director shall be entered upon the minutes of such meeting.

3.12 Supermajority Voting. When a supermajority vote is required by Section 9.3 of the Agreement, it shall be determined as follows:

3.12.1 If either six (6) or seven (7) Directors are in attendance and eligible to vote, a supermajority shall mean six (6) affirmative votes.

3.12.2 If only six (6) Directors are in attendance and one (1) of those six (6) Directors is prevented from voting due to a conflict of interest, a supermajority vote shall mean five (5) affirmative votes.

3.12.3 If only six (6) Directors are in attendance and two (2) of those six (6) Directors are prevented from voting due to a conflict of interest, a supermajority shall mean four (4) affirmative votes, provided that all four (4) affirmative votes are by Member Directors.

3.12.4 If fewer than six (6) Directors are in attendance at the meeting, a matter subject to a supermajority vote pursuant to Section 9.3 shall not be called for a vote.

3.13 Unanimous Vote. Provisions the Agreement requiring a unanimous vote of the Board shall mean a unanimous vote of the Directors present at the meeting.

3.14 Rules of Order. All rules of order not otherwise provided for in these Bylaws shall be determined, to the extent practicable, in accordance with "Robert's Rules of Order"; provided, however, that no action shall be invalidated or its legality otherwise affected by the failure or omission to observe or follow "Robert's Rules of Order."

3.15 Minutes. The Executive Director shall prepare written minutes of the Board meetings, which shall be available for public inspection when approved by the Board. The record shall contain the votes and abstentions on each matter for which a vote is taken.

ARTICLE 4

BOARD OFFICERS, EXECUTIVE DIRECTOR AND STAFF

4.1 Officers. Officers of the Agency shall be as set forth in Section 7.2 of the Agreement and elected as set forth in Section 7.2.

4.2 Term of Board Officers. The term of office for officers shall be one year and elections shall be held at first meeting at the start of the fiscal year. Officers may serve consecutive terms with no limit.

4.3 Board Secretary. The Secretary may, with oversight, assign designated day-to-day responsibilities to be carried out by the Executive Director. The Executive Director shall keep the administrative records of the Agency, act as secretary at meetings of the Agency, record all votes and keep a record of the proceedings of the Agency to be kept for such purpose, and perform all duties incident to the Secretary's office. The Executive Director shall maintain a record of all official proceedings of the Board. The Executive Director shall also 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 pursuant to Water Code Section 10723.4.

4.4 Executive Director. The Executive Director shall be appointed by, and serve at the pleasure of, the Board. The Executive Director shall have general supervision over the administration of Agency business and affairs, subject to the direction of the Board. Compensation shall be set by contract with the Executive Director. The Executive Director may execute contracts, deeds, and other documents and instruments as authorized by the Board. The Board shall maintain a job description of the duties and requirements of the Executive Director.

4.5 General Counsel. The Agency's General Counsel shall serve at the pleasure of the Board of Directors. General Counsel shall be appointed by the Board, and shall be directly responsible to the Board. The General Counsel shall give advice or written opinions as needed and/or directed by the Board, and shall prepare proposed resolutions, laws, rules, contracts, and other legal documents for the Agency as directed by the Board Chair, Executive Committee, or Board of Directors. The General Counsel shall attend to all lawsuits and other matters to which the Agency is a party or in which the Agency may be legally interested and do such other things pertaining to the General Counsel's office as may be requested. Additionally, the General Counsel shall, when deemed appropriate or called upon, seek the advice and consultation of the legal counsels, and possibly staff, from Agency Members on legal issues facing the Agency. Agency General Counsel will recommend appointment of Special Counsel for matters involving more specialized legal service as required. Compensation for General Counsel shall be set by agreement between the Agency and General Counsel approved by the Board.

4.6 Principal Office. The principal office of the Agency is 428 Bryant Circle, Ojai, CA 93023. It may be changed at any time by a vote of the Board.

4.7 Staff Compensation. Staff of the Agency shall receive compensation as set by written contract approved by the Board. When, and only if, specifically authorized by the Board in advance, staff may receive reimbursement of their actual and necessary expenses incurred in carrying out Agency business at the then current IRS reimbursement rate.

4.8 Fiscal Agent and Treasurer. The Treasurer and Auditor for the Agency shall be appointed as set forth in Section 13.3 of the Agreement. The Treasurer shall be depository for and shall have the responsibility for all money of the Agency from whatever source. All funds of the Agency shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements during the fiscal year, as designated by the Board. The books and records of the Agency shall be open to inspection by the Member and Stakeholder Directors, and the Treasurer shall provide strict accountability of said funds in accordance with Government

Code sections 6505 and 6505.5 and all other applicable provisions of law, including any amendments thereto.

4.9 Consultants. The Agency may, by vote of the Board, hire and engage consultants to assist the Agency in carrying out its functions and duties. Consultants shall possess the technical background, expertise, and experience necessary to perform the work directed by the Board.

4.10 GSP Project Manager. The Agency may, by vote of the Board, hire and engage a consultant to assist in preparation and implementation of a Groundwater Sustainability Plan ("GSP"). This position shall be named the GSP Project Manager and shall be responsible for preparing and implementing the GSP, as directed by the Board. An engineering or other technical firm may perform these duties; but, if performed by a firm, an individual shall be appointed to serve as the primary project manager. In preparing the GSP, the Agency's GSP Project Manager may consult with any committee established by the Board, as directed by the Board. The Agency's GSP Project Manager shall also provide technical information and reports to the Board as needed and/or directed by the Board. Following the adoption of the GSP, the Agency's GSP Project Manager shall be responsible for all work needed to implement the terms of the GSP as directed by the Board, including, if so directed, the preparation of an annual report.

ARTICLE 5

DIRECTOR COMPENSATION AND EXPENSES

5.1 Compensation. Directors are not compensated by the Agency for their service.

5.2 Expenses. If previously approved by the Board, a Director shall receive actual, reasonable, and necessary reimbursement for travel, meals, lodging, registration, and similar expenses incurred in performing Agency business. The reimbursement rates for lodging shall not exceed the posted rates for a trade conference. If lodging at the posted rates is not available, the reimbursement rate shall be comparable to the posted rates. For travel of 250 miles or less, directors shall be reimbursed at the IRS mileage rate. For travel over 250 miles, directors shall be reimbursed at a rate determined by the Board. As used herein, "transportation" includes travel to and from terminals. Automobile rental expenses shall be approved in advance. Reimbursement for meals shall be at the rate established by the IRS or actual reasonable cost not to exceed \$90 per day. Reimbursement will not be provided for alcoholic beverages. Directors may declare the amount of the meal under penalty of perjury in lieu of receipts if the amount is less than the IRS rate. Claims for expense reimbursement shall be submitted to the Board on forms provided by the Agency within 30 days after the expense has been incurred. The Executive Director shall determine whether the claim satisfies the requirements of this section, and if the claim is denied, the claimant may appeal to the Board. In accordance with Government Code Section 53065.5, the Agency shall, at least annually, disclose any reimbursement paid within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that Board and shall be made available for public inspection.

ARTICLE 6

COMMITTEES

6.1 Establishment of Advisory Committees. In accordance with Article 12 of the Agreement, the Board may from time to time establish advisory committees for the purpose of making recommendations to the Board on the various activities of the Agency. The establishment of any advisory committee and its duties shall require a vote of the Board. Advisory committees may be established as standing or ad hoc committees.

6.2 Establishment of Standing Committees. The Board may from time to time establish standing committees for the purpose of making recommendations to the Board on the various activities of the Agency. The establishment of any standing committee and its duties shall require a vote of the Board. The Board may by vote dissolve a standing committee at any time.

6.3 Conduct of Standing Committees. All standing committee meetings shall be noticed, held, and conducted in accordance with the provisions of the Brown Act. The Board may further establish rules of conduct for said standing committees. Each standing committee shall establish a time and place for regular meetings and may call special meetings in the same manner as the Board. Standing committee meetings shall be recorded and minutes prepared, which, upon approval, shall be distributed to the Board.

6.4 Standing Committee Membership. Standing committee membership and appointments shall be at the Board's sole discretion. Likewise, the Board shall have the sole discretion to remove or admonish any member, or members, of any standing committee at any time. The Board may, at its sole discretion, appoint an alternate to any standing committee.

6.5 Standing Committee Direction. In establishing a standing committee, the Board shall provide specific direction to the standing committee as to its tasks, expected duration for completion of its tasks, and a summary of the resources, including staff or consultant support available to the standing committee in performing its tasks.

6.6 Executive Committee. The Board may establish a standing committee named the Executive Committee. The Executive Committee, when specifically designated and assigned by the Board, may advise the Board on the development and implementation of the GSP and work with the Executive Director as needed. The Board shall establish the time and place for Executive Committee meetings in consultation with the members of the Committee.

6.7 Ad Hoc Committees. The Board may from time to time establish ad hoc committees for the purpose of making recommendations to the Board on the various activities of the Agency. The establishment of any ad hoc committee and its duties shall require a vote of the Board. Ad hoc committees shall exist for the term specified in the action creating the committee and the Board may dissolve an ad hoc committee at any time through a vote of the Board. Ad hoc committees made of less than a quorum of the Board shall not be required to comply with the provisions of the Brown Act.

ARTICLE 7

BUDGET AND FINANCES

7.1 Budget. The Agency shall operate pursuant to an operating budget adopted in accordance with Section 14.1 of the Agreement. The Agency shall endeavor to operate each year pursuant to an annually balanced budget so that projected annual expenses do not exceed projected annual revenues. If the Executive Director or Chair determines the approved budget is inadequate, he or she shall submit recommended modifications to the Board for consideration and action. The Executive Director shall implement the approved or revised budget; provided, however, that all expenditures for capital improvements shall be approved by the Board before they are undertaken.

7.2 Approval of Warrants and Signature of Checks. The Board shall approve all warrants and authorize issuance of checks in payment thereof. A check register showing the check number, payee, amount, and the purpose of each check, as prepared by the Treasurer, will be sent to the Board as required by law. Checks in payment of utility bills, postage, payroll, payroll taxes, credit union collections, petty cash, emergency repairs, invoices subject to discount and interfund transfers, and similar payments may be disbursed prior to Board approval. Such items shall be set forth on the next regular check register and presented to the Board.

7.3 General and Special Books of Account. The Executive Director, in concordance with the Treasurer, shall maintain books of account in accordance with accepted accounting principles showing the status of all monies received and disbursed. Such general and special fund accounts shall be maintained as are necessary to accomplish the purpose of the Agency.

7.4 Fund Depositories. All funds of the Agency shall be deposited into the Agency's bank account. If the Board desires to designate a new depository for Agency funds, the Board shall do so through formal action and amendment of these Bylaws.

ARTICLE 8

DEBTS AND LIABILITIES

8.1 Debts and Liabilities. Except as may be specifically provided for in the Agreement and/or California Government Code Section 895.2, as amended or supplemented, the debts, liabilities and obligations of the Agency are not and will not be the debts, liabilities, or obligations of any or all of the Members. The Members may amend the Agreement to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of the Agency, including but not limited to, any bond or other debt instrument issued by the Agency.

ARTICLE 9

RECORDS RETENTION

9.1 Records Retention Policy. The Agency shall adopt a records retention policy. This policy will provide criteria and procedures for the retention or destruction of Agency records.

9.2 Maintenance and Inspection of Agreement and Bylaws. The Agency will keep at its principal executive office the original or copy of the Agreement and these Bylaws, as amended to date, which will be open to inspection by any Director, Member, and all members of the public at all reasonable times during office hours.

9.3 Inspection Rights of Members. Provided that upon the advice of General Counsel no legal conflict exists, any Member may inspect any record of the Agency, including, but not limited to, the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the entity may make any inspection and copying under this section, and the right of inspection includes the right to copy.

9.4 Inspection by Directors. Provided that upon the advice of General Counsel no legal conflict exists, any Director may inspect any record of the Agency, including, but not limited to, the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time. A designated representative of the Director may make any inspection and copying under this section, and the right of inspection includes the right to copy.

9.5 Inspection by the Public. As directed and permitted by law, Agency records are open to inspection by the public.

ARTICLE 10

EMAIL POLICY

10.1 Purpose and Scope. The purpose of this Article is to establish rules for appropriate use of Agency email accounts. This policy is intended to ensure compliance with applicable policies and laws and advise officials and employees of their responsibilities in using Agency email accounts. This policy applies to all email accounts assigned to officials and employees by the Agency.

10.2 Assignment of Email Account. Each member of the Board, including alternate directors, and each employee shall be assigned an Agency email account by the Agency ("Agency Email Accounts").

10.3 Use of Email Accounts. Agency Email Accounts shall be used only to transact Agency business. Agency Email Accounts shall not be used for: (1) personal purposes unrelated to Agency business; (2) discriminatory, unethical, or unprofessional activities; (3) personal gain; (4) any purposes that would jeopardize the legitimate interests of the Agency; or (5) any purposes that would violate any law. Agency Directors, officers, and employees shall not use personal email accounts to transact Agency business.

10.4 Privacy and Disclosure. There is no expectation of privacy in the use of Agency Email Accounts. All communications sent or received on Agency Email Accounts may be subject to disclosure under the California Public Records Act or other disclosure laws, unless an exception provided in law applies.

10.5 Security. Agency Directors, officers, and employees shall take reasonable precautions to prevent the use of Agency Email Accounts by any person other than the account holder.

ARTICLE 11

CODE OF ETHICS

11.1 Declaration of Policy. The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a code of ethics for all Directors, officers, and employees, whether elected or appointed, paid or unpaid. This article establishes ethical standards of conduct for Agency Directors, officers, and employees by setting forth those acts or actions that are incompatible with the best interests of the Agency and by directing the disclosure of private financial or other interests in matters affecting the Agency. Agency Directors, officers, and employees shall comply with this Article, in addition to all applicable State and Federal ethics laws and regulations.

11.2 Responsibilities of Public Office. Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the United States and State Constitutions and to carry out impartially the laws of the nation, State, and the Agency, and to foster respect for all governments. They are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. Recognizing that the public interests must be their primary concern, their conduct in both their official and private affairs should be above reproach.

11.3 Dedicated Service. Directors, officers, and employees owe a duty of loyalty to the political objectives expressed by the electorate and the programs developed by the Board to attain those objectives. Directors, officers, and employees should adhere to the rules of work and performance established as the standards for their positions. Directors, officers, and employees should not exceed their Agency authority or breach the law, or ask others to do so, and owe a duty to cooperate fully with other public officials and employees unless prohibited from so doing by law or by the officially recognized confidentiality of their work.

11.4 Fair and Equal Treatment. The canvassing of members of the Board, directly or indirectly, to obtain preferential consideration in connection with any appointment to the municipal service, shall disqualify the candidate for appointment, except with reference to positions filled by appointment by the Board. Directors, officers, and employees shall not request or permit the use of Agency-owned vehicles, equipment, materials, or property for personal convenience or profit. Services may be available to Directors, officers, and employees when such services are made available to the public generally or when provided for the use of such a Director, officer, or employee in the conduct of official business. Directors, officers, and employees shall not grant special consideration, treatment, or advantage to a member of the public beyond what is available to every other member of the public.

11.5 Political Activities. Directors, officers, and employees shall not solicit or participate in soliciting a contribution to a political party during working hours on property owned by the Agency and shall conform to the provisions of Government Code Sections 3201, *et seq.* Directors, officers, and employees shall not promise appointment to a position with the Agency.

11.6 Ex Parte Communications. A written communication received by a Director, officer, or employee relevant to an item under consideration by the Board shall be made part of the record

of decision on that item. A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

11.7 Avoidance of Impressions of Corruptibility. Directors, officers, and employees shall conduct their official and private affairs so as not to give a reasonable basis for the impression that they can be improperly influenced in the performance of public duties. Directors, officers, and employees shall endeavor to maintain public confidence in their performance of the public trust in the Agency. They should not be a source of embarrassment to the Agency and shall avoid even the appearance of conflict between their public duties and private interests.

11.8 No Discrimination in Appointments. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive administrative office because of such person's race, color, age, religion, gender identification, national origin, political opinions, affiliations, or functional limitation, as defined by applicable State or Federal laws, if otherwise qualified for the position or office. This provision shall not be construed to impair administrative discretion in determining the requirements of a position or in a job assignment of a person holding such a position, subject to review by the Board.

11.9 Agency Allegiance and Proper Conduct. Directors, officers, and employees shall not engage in or accept any private employment, or render services for private interest, when such employment or service is incompatible with proper discharge of official duties or would tend to impair independence of judgment or action in the performance of those duties. Directors, officers, and employees shall not disclose confidential information concerning the property, government, or affairs of the Agency, and shall not use confidential information for personal financial gain. Directors, officers, and employees shall not accept a gift in excess of limits established by State law. Directors, officers, and employees shall not accept any gift contingent upon a specific action by the Board. Directors, officers, and employees shall not appear on behalf of business or private interests of another before the Board where such appearance would create a potential of having to abstain from participating on that matter or would be incompatible with official duties. Directors, officers, and employees shall not represent a private interest of another person or entity in any action or proceeding against the interest of the Agency in any litigation to which the Agency is a party. A Director may appear before the Agency on behalf of constituents in the course of duties as a representative of the electorate or in the performance of public or civic obligations.

11.10 Penalties. In addition to any other penalties or remedies provided by law, violation of this Article shall constitute a cause for suspension, removal from office or employment, or other disciplinary action. In the case of misconduct by a Stakeholder Director or Agency employee, no disciplinary action shall be taken except upon notice and a hearing. In the case of misconduct by a Member Director, the matter shall be referred to the appointing Member for appropriate action as determined by the Member. If other Members are not satisfied by the action taken by the appointing Member, the Members may resort to the dispute resolution procedures set forth in Section 18.9 of the Agreement.

11.11 Ethics Training. All Directors shall be required to comply with Assembly Bill 1234. Directors that have complied with AB 1234 through service for a separate public agency are deemed to have satisfied this Section 10.11.

ARTICLE 12

CLAIMS AGAINST THE AGENCY

12.1 [RESERVED]

ARTICLE 13

PURCHASING POLICY

13.1 [RESERVED]

ARTICLE 14

INVESTMENT POLICY

14.1 [RESERVED]

ARTICLE 15

CONFLICT OF INTEREST CODE

15.1 [RESERVED]

ARTICLE 16

AMENDMENT

16.1 Amendment. These Bylaws may be amended from time to time by resolution of the Board. Any amendments must be in accordance with the terms of the Agreement.

ARTICLE 17

SPECIAL PROJECTS

17.1 Special Projects. The Agency may undertake Special Projects as permitted by Article 17 of the Agreement.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 No Predetermination or Irretrievable Commitment of Resources. Nothing in the Bylaws shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, State, or federal laws, including, without limitation, the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, have been achieved.

18.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the City Clerk, Board Clerk, or Board Secretary of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service, or electronic mail.

18.3 Severability. Should any part, term or Article of the Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remainder of the Bylaws shall not be affected thereby; provided, however, that if the remaining parts, terms, or Articles do not comply with the Joint Exercise of Powers Act, Government Code Sections 6500, *et seq.*, including all laws supplemental thereto, the Board shall amend the Bylaws to comply with law or rescind them in their entirety.

18.4 Singular Includes Plural. Whenever used in these Bylaws, the singular form of any term includes the plural form and the plural form includes the singular form.

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LIST OF ALL BENEFICIAL USES AND USERS OF GROUNDWATER

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 Groundwater Sustainability Plan (“Plan”).

The Upper Ventura River Groundwater Agency (“Agency”) has engaged stakeholders in the development of the Agency to serve as the groundwater sustainability agency (“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 Upper Ventura Basin (“Basin”) about the requirements of the Sustainable Groundwater Management Act (“SGMA”), the JPA Agreement, and the Agency’s intention to form a GSA for the 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 Basin’s groundwater resources as it undertakes the process to develop and implement the Plan for the Basin over the next several years. The Agency will solicit and welcome participation from the following stakeholder groups:

Holders of Overlying Groundwater Rights, including:

- **Agricultural Users.** There are agricultural users of groundwater operating on land overlying the 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 Basin’s agricultural users of groundwater and representing their interests before the Agency.
- **Domestic Well Owners.** There are many domestic wells overlying the Basin. It is believed that the majority—if not all—of these domestic well owners are de minimus 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.

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 Basin and are represented on the Agency’s Board of Directors.

Public Water Systems. The following public water systems are located within the Agency’s boundaries:

- Casitas Municipal Water District
- Casitas Mutual Water Company
- Del Vasco Mutual Water Company
- Krotona Institute of Theosophy
- Meiners Oaks Water District
- Ojala Mutual Water Company
- Rancho Del Cielo Mutual Water Company
- Sheriff’s Honor Farm
- Tico Mutual Water Company
- Ventura River Water District
- Ventura Water (City of San Buenaventura)
- Villanova Road Water Well Associates

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 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 basin.

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 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.

Environmental Users of Groundwater. There are numerous environmental organizations dedicated to preserving and maintaining environmental values operating within the boundaries of the 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 Basin’s groundwater sustainability. The Environmental Stakeholder Director is responsible for engaging stakeholders within the Basin representing environmental users of surface and groundwater and representing their interests before the Agency.

Surface Water Users, if there is a hydrologic connection between surface and groundwater bodies. Based on past studies performed in the 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 five entities and/or individuals that have claimed either riparian or appropriative surface water rights to the Ventura River. Three of these five 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 two water rights holders throughout development of the Plan to better understand and take into account their interests.

Federal Government, including, but not limited to, the military and managers of federal lands. N/A. No land overlying the Basin is managed by the Federal Government.

California Native American Tribes. 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.

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.

Entities Listed in Section 10927 that are Monitoring and Reporting Groundwater Elevations in all or a part of the Groundwater Basin Managed by the GSA. The County is the designated California Statewide Groundwater Elevation Monitoring (“CASGEM”) entity for the Basin. The County is a signatory member to the JPA Agreement forming the Agency and represented on the Agency’s Board of Directors.

The Agency’s and other stakeholders’ roles and responsibilities will be further developed and defined in the Sustainability Plan. The Agency’s staff welcomes feedback during this process from the State, any of the agencies or organizations listed herein, and any other interested stakeholders.

If the Department of Water Resources (“DWR”) requires anything further prior to the acceptance of this notification of the Agency’s election to serve as the GSA for the Basin, please address your inquiry to:

Bruce Kuebler
Ventura River Water District
409 Old Baldwin Rd.
Ojai, California 93023

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APPENDIX C
Stakeholder Engagement Plan

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**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**

UPDATED SEPTEMBER 10, 2020

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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 sustainably 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 Agency Administrator

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

Maureen Tucker, Paralegal, Olivarez, Madruga, Lemieux, O’Neill, LLP, (805)495-4770, email mtucker@omlolaw.com

3.2 Executive Director and GSP Project Manager

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

Bryan Bondy, PG, CHG, (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.

- 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) Tico Mutual Water Company
 - 6) Ventura River Water District
 - 7) 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. [SEP]
- 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
- 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 Mission Indians

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.
 - 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

Updates on SGMA planning and implementation will be provided to the Ventura County and City of Ojai Planning Commissions.

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. During the COVID-18 pandemic, public meetings have been and will be held virtually using GotoMeeting

or similar platform. 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

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

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 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 Mission Indians 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 Mission Indians 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)



APPENDIX D
List of Public Comments

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**APPENDIX D WILL BE ADDED
TO GSP FINAL DRAFT**



APPENDIX E
GSP Initial Notification

DRAFT

GSP Initial Notification

4-003.01 VENTURA RIVER VALLEY

Upper Ventura River Groundwater Agency GSA

Date Submitted: 12/20/2017 Last M



1. How many GSPs are planned for the basin?

Single GSP for the entire basin

2. Select GSA(s) that will develop the GSP(s)

Upper Ventura River Groundwater Agency GSA (Exclusive)

a. (Optional) If one or more GSAs have identified a representative to submit an initial notification on their behalf, the designated representative should provide evidence of that identified.

3. Select or add the point of contact for your GSP area or Plan Manager if identified.

Bruce Kuebler
 (Upper Ventura River Groundwater Agency GSA)
 409 Old Baldwin Rd., Ojai, CA93023
 (805) 649-3050
 pbkuebler@sbcglobal.net

4. Please provide general information about the Agency's process for developing the GSP, including the manner in which interested parties may contact the Agency and participate in the development and implementation of the GSP as required by Water Codes §10723.4 and §10727.8.
 (Fill in the text box AND/OR attach a file).

[028_UpperVenturaRiverGSA_GSP-IN_2017-12-20.pdf \(323.4kB\)](#) Uploaded on 01/17/2018 at 09:56AM

5. Please provide link(s) to the Agency's website where relevant information regarding the GSP is posted or will be posted.

<http://www.uvrgroundwater.org/>



December 20, 2017

Trevor Joseph, SGM Section Chief
California Department of Water Resources
901 P Street
P. O. Box 942836
Sacramento, CA 94236

Re: Initial Notification of Plan Development

Dear Mr. Joseph,

This is the initial notification that the Upper Ventura River Groundwater Agency is beginning development of a Groundwater Sustainability Plan as required by Section 353.6(a) of the GSP regulations and SGMA Section 10727.8.

The Agency's process for developing the Plan is described in the Grant Proposal for Upper Ventura River Groundwater Sustainability Agency and Plan, submitted for the Proposition 1 Sustainable Groundwater Planning Grant Program. In summary, the Agency will conduct studies to fill gaps in data and analysis during 2018 and 2019. During that period, work will begin on GSP chapter titled, 'Plan Area and Basin Setting'. As analyses are completed, chapters on Sustainable Management Criteria, Projects and Management Actions, and Plan Implementation will be prepared. Approval of chapters is scheduled for 2020 and early 2021 with Plan adoption in late 2021.

Stakeholder engagement is an important part of Plan development. One Director of the seven-member Board represents agricultural interests and one represents environmental interests. Each of those Directors communicates regularly with their interested parties to inform them of activities and receive ideas and comments. People can participate in Plan development by attending monthly afternoon meetings of the Agency's board, by going to occasional community outreach evening meetings, by signing up to be on the Interested Parties list to receive emails on Plan activities and status, by going to the Agency's website to learn about activities, topics, and Plan drafts that may be of interest, and by contacting Board members by phone or email. Board meetings with agenda packets are posted on the Agency's website. Each GSP chapter will be subject of a public meeting to receive comments prior to approval.

The Agency's Stakeholder Outreach Ad Hoc Committee interviewed a variety of people to determine how they would like to participate in GSP development and a Stakeholder Engagement Plan will be prepared. Additional opportunities for interested parties to participate, such as an advisory council, will evolve and be included as Plan development progresses.

Contacting the Agency can occur in several ways. Messages can be left on the Agency's website, uvrgroundwater.org; the Agency's Executive Director, Cece Vandermeer, can be contacted by phone at (805) 640-1247 or email at uvrgal@gmail.com; Board Chair Bruce Kuebler can be contacted by phone at (805) 649-3050; he and other Board members can be reached using contact information on the Agency's website; or written letters can be sent to UVRGA at P. O. Box 1779, Ojai, CA 93024.

Sincerely,



Bruce Kuebler, Chair
Upper Ventura River Water Agency

Cc: Ventura County Board of Supervisors
City of San Buenaventura City Council
Interested Parties List
Ventura River Watershed Council
City of Ojai City Council

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