

UPPER VENTURA RIVER GROUNDWATER AGENCY

NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN that the Upper Ventura River Groundwater Agency (“Agency”) Board of Directors (“Board”) will hold a **Regular Board Meeting at 12:30 P.M. on Thursday, July 13, 2023 at the Ventura River Water District Meeting Room, 409 Old Baldwin Road, Ojai, CA 93023.**

ON-LINE / TELECONFERENCE ACCESS FOR REMOTE PUBLIC PARTICIPATION:

DIAL-IN: Toll Free US 1 (888) 788-0099 or 1 (877) 853-5247

JOIN BY COMPUTER, TABLET OR SMARTPHONE:

<https://us02web.zoom.us/j/88500007127?pwd=aXp5NWIDLzBEVHh5RDJWL0RqVWg2QT09>

Meeting ID: 885 0000 7127 Passcode: 680259

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

July 13, 2023

A. MEETING CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. APPROVAL OF AGENDA

E PUBLIC COMMENT FOR ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. In accordance with Government Code § 54954.3(b)(1), public comment will be limited to three (3) minutes per speaker.

CLOSED SESSION AGENDA

- 1. Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code § 54956.9(b): One case. Case Name Unspecified: Disclosure would jeopardize existing settlement negotiations.**

REGULAR AGENDA

1. CONSENT CALENDAR

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

- a. Approve Minutes from June 8, 2023 Regular Board Meeting**
- b. Approve Financial Report for June 2023**

2. DIRECTOR ANNOUNCEMENTS

Directors may provide oral reports on items not appearing on the agenda.

3. EXECUTIVE DIRECTOR'S REPORT

The Board will receive an update from the Executive Director concerning Agency matters and correspondence. The Board may provide feedback to staff.

4. ADMINISTRATIVE ITEMS

- a. Agency Officer Appointments**

The Board will appoint officers for the period July 1, 2023 through June 30, 2024.

5. GSP IMPLEMENTATION ITEMS

- a. Well Registration and Flowmeter Compliance Update**

The Executive Director will provide an update on the well registration on flowmeter compliance. The Board may provide feedback or direction to staff concerning compliance and/or penalties for non-compliance.

- b. Groundwater Levels Update**

The Executive Director will provide an update on Upper Ventura River Valley Basin groundwater levels.

- c. PUBLIC HEARING**

Proposed Amendment to Groundwater Well Registration, Metering, and Extraction Reporting Ordinance (Ordinance No. 3)

The Board will open a PUBLIC HEARING to discuss the proposed amendment to the Groundwater Well Registration, Metering, and Extraction Reporting Ordinance posted on the Agency's website.

The Board welcomes public comment and testimony regarding the proposed ordinance.

After receiving public comment and testimony, the Board will close the PUBLIC HEARING and will consider adopting the ordinance.

- d. Rincon Consultants, Inc. Master Services Agreement Amendment No. 1**
The Board will consider authorizing the Executive Director to execute Amendment No. 1 to the Master Services Agreement with Rincon to update and clarify fees.
- e. Rincon Consultants, Inc. Work Order Nos. 8 through 10 Amendments**
The Board will consider authorizing the Executive Director to execute amendments to update the rates for Rincon Consultants, Inc. Work Orders Nos. 8 through 10.
- f. Rincon Consultants, Inc. Work Order No. 7 Amendment**
The Board will consider authorizing the Executive Director to execute an amendment to Rincon Consultants, Inc. Work Order No. 7 to update the budget to \$20,525 not-to-exceed plus \$2,475 contingency (\$23,000 total authorization) and extend the expiration date to September 30, 2025.
- g. Rincon Consultants Inc. Work Order No. 11 for As-Needed Services**
The Board will consider approving Rincon Consultants Inc, Work Order No. 11 for as-needed services in an amount not-to-exceed \$50,000.
- h. Rincon Consultants, Inc. Work Order No. 12 for Water Year 2023/2024 and 2024/2025 Groundwater Level, Streamflow, and Riparian GDE Monitoring Services**
The Board will consider approving Rincon Consultants Inc, Work Order No. 12 for water year 2023/2024 and 2024/2025 groundwater level, streamflow, and riparian GDE monitoring services in an amount not-to-exceed \$114,725 plus contingency in the amount of \$29,000 for unanticipated costs and/or new or replacement groundwater level transducer installations. (\$143,725 total authorization).

6. COMMITTEE REPORTS

a. Ad Hoc Stakeholder Engagement Committee

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

7. FUTURE AGENDA ITEMS

This is an opportunity for the Directors to request items for future agendas.

8. ADJOURNMENT

The next Regular Board meeting is scheduled for August 10, 2023 at 12:30 P.M.

**UPPER VENTURA RIVER GROUNDWATER AGENCY
MINUTES OF REGULAR MEETING JUNE 8, 2023**

1. CALL TO ORDER:

A regular meeting of the Board of Directors of Upper Ventura River Groundwater Agency was held in the offices of the Ventura River Water District, 409 Old Baldwin Road, Ojai, CA 93023 on Thursday, June 8, 2023. Chair Etchart called the meeting to order at 12:46 p.m.

2. PLEDGE OF ALLEGIANCE

Chair Etchart led the Pledge of Allegiance.

3. ROLL CALL

Directors Present:

Mike Etchart, Chair
Bruce Kuebler, Vice Chair
Arne Anselm, Director
Mary Bergen, Alternate Director
Vivon Crawford, Director
Emily Ayala, Director
Betsy Cooper, Alternate Director

Staff Present:

Bryan Bondy, Executive Director
Keith Lemieux, District Counsel
Maureen Tucker Administrative Assistant

Identified Members of the Public:

In person: Alma Quezada (Alternate Director), Jim Kentosh (Alternate Director), and Dave Cohen

Online: Michael Flood (Casitas MWD), Kelly Dyer (Casitas MWD), and Burt Handy

4. APPROVAL OF THE AGENDA

Chair Etchart asked for any proposed changes to the agenda. No changes were requested.

Director Anselm moved agenda approval. Director Ayala seconded the motion.

Roll Call Vote: B. Kuebler – Y V. Crawford – Y A. Anselm - Y
 M. Bergen – Y M. Etchart - Y E. Ayala – Y B. Cooper - Y

Directors Absent: None

Item 1(a)

5. PUBLIC COMMENTS FOR ITEMS NOT APPEARING ON THE AGENDA

Chair Etchart asked for public comments on items not appearing on the agenda.

No comments were provided.

6. CONSENT CALENDAR

- a) Approve Minutes of the May 11, 2023 Regular Board Meeting
- b) Approve Financial Report for May 2023
- c) Agency Counsel Retainer Agreement Amendment

Chair Etchart asked if any Directors wanted to pull any items off the consent calendar for discussion. No requests were made.

Executive Director Bondy said the May 11, 2023 minutes were inadvertently dated May 11, 2022.

Director Ayala moved to approve the consent items with the corrected date in the minutes. Director Bergen seconded the motion.

Roll Call Vote: B. Kuebler – Y E. Ayala – Y A. Anselm - Y
 M. Bergen – Y V. Crawford – Y M. Etchart – Y B. Cooper - Y

Directors Absent: None

7. DIRECTOR ANNOUNCEMENTS

Directors may provide an oral report on items not appearing on the agenda.

Director Anselm: No report.
Director Ayala: No report.
Director Bergen: No report.
Director Crawford: No report.
Director Etchart: No report.
Director Kuebler: Reported that he researched investment options at the Bank of Sierra:
1. Certificate of deposit rate is 4.5% if more than \$100,000, 12-month term;
2. Local Agency Investment Fund is 2.9%; and
3. County investment pool is less.
Executive Director Bondy suggested Director Kuebler obtain the resolution language that the bank will require.
Director Cooper: No report.

8. EXECUTIVE DIRECTOR'S REPORT

Executive Director Bondy reviewed the written staff report concerning Agency matters since the last Board meeting.

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Director's Comments:

Director Ayala asked when the Camino Cielo stream gauge will be activated. Executive Director said the gauge will be activated as soon as flow declines enough to allow for safe entry into the river channel.

No public comments.

9. ADMINISTRATIVE ITEMS

a. PUBLIC HEARING

Resolution 2023-02: A Resolution of the Board of Directors of Upper Ventura River Groundwater Agency Determining and Establishing Groundwater Extraction Fees Against All Persons Operating Groundwater Extraction Facilities Within the Upper Ventura River Valley Basin for Fiscal Year 2023/2024 (July 1, 2023-June 30, 2024)

Chair Etchart opened the Public hearing at 12:58 p.m.

Chair Etchart asked for public comments. No comments on the resolution were made.

Chair Etchart closed the Public hearing at 1:00 p.m.

Executive Director Bondy explained two differences between Resolution 2023-02 and last year's fee resolution. First, language was added to exempt well owners from fees if they extract less than two acre-feet per year of groundwater, regardless of well type. This is recommended because the cost to invoice and process payments can be more than the revenue collected. Second, language was added to facilitate the transition from estimated to metered extractions for private well owners.

Director Cooper asked how the Agency will determine if the wells exceed two acre-feet per year? Executive Director Bondy said he is relying on the information provided in the registration form. The Agency can follow up to reconfirm periodically, if desired.

Director Bergen asked if the wells not subject to a fee must be metered.

Executive Director Bondy said that he is proposing changes to the ordinance to exempt all wells extracting less than two acre-feet per year from the metering requirements.

Director Ayala described the process that she worked on with Executive Director Bondy to identify wells and determine potential extractions. Executive Director Bondy provided additional details concerning that effort and said they concluded that there isn't much potential for the small wells to pump a lot of water.

Director Anslem asked if the extraction fee is for one year. Executive Director Bondy said yes.

Director Ayala said she is always hoping for lower fees and hopes the Agency can get a grant.

Alternate Director Quezada asked if the Member Agency pumping will always be based on the three-year average? Executive Director Bondy said that is the current Board policy, but the Board could change it.

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Director Kuebler moved adoption of Resolution 2023-02: A Resolution of the Board of Directors of Upper Ventura River Groundwater Agency Determining and Establishing Groundwater Extraction Fees Against All Persons Operating Groundwater Extraction Facilities Within the Upper Ventura River Valley Basin for Fiscal Year 2023/2024 (July 1, 2023-June 30, 2024). Director Bergen seconded the motion.

Roll Call Vote: B. Kuebler – Y E. Ayala – Y A. Anselm - Y
 M. Bergen – Y V. Crawford – Y M. Etchart – Y B. Cooper- Y

Directors Absent: None

b. Agency Investment Policy

Agency Counsel Lemieux briefed the board on Resolution 2023-03 establishing an Agency Investment Policy. The policy included in the resolution is a standard investment policy used by other agencies that he works for. He recommends the Board adopt an investment policy before investing.

Director Bergen said Casitas has a similar policy.

Director Kuebler said he has a problem with the Treasurer being designated. He wants the Executive Director to be designated instead. Executive Director Bondy said he would like the Treasurer to be involved because she is a CPA and has experience with investing the monies of several other small public agencies. He added that the Treasurer reviewed this policy and said it has standard language that she is familiar with.

Director Kuebler expressed concerns about the complexity and length of the investment policy and said that he had hoped for something simpler. He also expressed concerns about the Treasurer making investments.

The Executive Director referred the Board to page two of the policy, which explains that the role of the Treasurer is to make recommendations to the Board and that the Board would approve a recommendation and appoint a Board member to make the investments. This is because the bank signers only include Board members.

Director Cooper asked how the Board member who would make the investment would be designated. Agency counsel responded that the Board would need to act on that at a future meeting.

The board discussed the language on page 2 and reached a consensus on minor edits for clarity.

Director Kuebler said the Agency only has semi-annual financial reports, but the policy calls for quarterly financial reporting . Executive Director Bondy said that the staff prepares quarterly financial reports.

No public comments.

Director Ayala moved adoption of Resolution 2023-03 with recommended amendments with the following revised text on page 2 of Attachment A: "Delegation of Authority: The following positions

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are delegated the power to invest the funds of the Agency: Any Member Director with Agency Board Approval. This designation may change with the annual affirmation of this policy. The delegate is required to adhere to the requirements set forth in the investment policy.” Director Cooper seconded the motion.

Roll Call Vote: B. Kuebler – Y E. Ayala – Y A. Anselm - Y
 M. Bergen – Y V. Crawford – Y M. Etchart – Y B. Cooper - Y

Directors Absent: None

10. GSP IMPLEMENTATION ITEMS

a. Well Registration Update

Executive Director Bondy provided an update on the status of well registrations. Sixty-three wells have been registered, seventy-four wells have been determined to not require registration, and fifty-four wells remain are unregistered. Executive Director Bondy believes the Agency may have outdated contact information for many of the fifty-four unregistered wells. He requested updated contact information from the assessor’s office in December 2022 and is still waiting, despite numerous follow-up attempts.

No public comments.

b. PUBLIC HEARING

Proposed Amendment to Groundwater Well Registration, Metering, and Extraction Reporting Ordinance (Ordinance No. 3)

Executive Director Bondy explained that the purpose of Ordinance No. 3 is to exempt non-domestic wells that extract less than 2-acre feet per year from the flow metering requirements in Ordinance No. 1. Several non-domestic wells that extract less than 2-acre feet per year were identified during the well registration process. The requirement to install flow meters on these small wells creates an undue burden on the well owner.

Chair Etchart opened the Public hearing at 1:23 p.m.

Chair Etchart asked for public comments. No comments were provided.

Chair Etchart closed the Public hearing at 1:24 p.m.

Director Anselm moved to conduct a first reading of Ordinance No. 3 in title only and schedule a public hearing to consider adoption of the ordinance at the next Regular Board meeting (July 13, 2023). Director Kuebler seconded the motion.

Agency Counsel read the ordinance in title only: “Ordinance No. 3. An Ordinance of the Board of Directors of Upper Ventura Groundwater Agency Amending Ordinance No. 1 Exempting Small Non-Domestic Wells From Flowmeter Requirements.”

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Roll Call Vote: B. Kuebler – Y E. Ayala – Y A. Anselm - Y
 M. Bergen – Y V. Crawford – Y M. Etchart – Y B. Cooper - Y

Directors Absent: None

c. Rincon Consultants, Inc. Work Order No. 10 for LIDAR Topographic Survey of Post-Flood Ventura River Channels.

Executive Director Bondy explained the need to perform a topographic survey to provide updated river channel morphology due to the changes caused by the winter flooding. The data will be used to support groundwater dependent ecosystem monitoring and update the Agency's numerical flow model. He mentioned that he requested, and Rincon agreed, to waive markup on the subcontractor services, which saves the Agency \$2,000.

Public Comments:

Alternate Director Kentosh asked if water flowing in the river will impact the survey. Executive Director Bondy said he will double-check before the work is performed.

Director Ayala asked whether this type of survey will be needed every year, which would be expensive. Executive Director Bondy said he anticipated they would need to do it whenever there are major changes to the channels. He added that they will learn how sensitive the numerical model is to channel changes, which will help inform the frequency of the surveys. Direct Ayala says she hopes they learn a lot from this.

Director Bergen said that our basin is not a static environment with the floods and fires.

Director Kuebler moved approval of Rincon Consultants, Inc. Work Order No. 10 for LIDAR Topographic Survey of Post-Flood Ventura River Channels in an amount not to exceed \$22,350 and \$2,650 contingency to be authorized at the discretion of the Executive Director (\$25,000 total authorization). Director Anselm seconded the motion.

Roll Call Vote: B. Kuebler – Y E. Ayala – Y A. Anselm - Y
 M. Bergen – Y V. Crawford – Y M. Etchart – Y B. Cooper - Y

Directors Absent: None

d. Intera Work Order No. 7 for Numerical Model Update.

Executive Director Bondy explained the need to update the numerical flow model with updated river channel morphology. The work needs to be completed so that the model is available to complete the next annual report due in April 2023. He added that, after publishing the Board meeting packet, he was able to negotiate a lower price for the work order. The new price is total authorization would be \$56,100, with \$51,000 not-to-exceed, and \$5,100 contingency.

Director Ayala says she hopes that we can learn how often the Agency will have to do this, as it is expensive.

Item 1(a)

Director Anslem moved approval of Intera Work Order No. 7 for Numerical Model Update in an amount not to exceed \$51,000 and \$5,100 contingency to be authorized at the discretion of the Executive Director (\$56,100 total authorization). Director Ayala seconded the motion.

Roll Call Vote: B. Kuebler – Y E. Ayala – Y A. Anselm - Y
 M. Bergen – Y V. Crawford – Y M. Etchart – Y B. Cooper - Y

Directors Absent: None

11. COMMITTEE REPORTS

a. Ad Hoc Stakeholder Engagement Committee

Director Ayala said the Ad Hoc Stakeholder Engagement Committee did not meet.

12. FUTURE AGENDA ITEMS

1. Groundwater levels
2. Proposed investments and authorize a Board Member to make investment(s).
3. Ordinance No. 3 second reading

No public comments.

13. ADJOURNMENT:

The meeting was adjourned at 1:40 p.m.

The next Regular Board meeting is scheduled for July 13, 2023 at 12:30 p.m.

Action: _____

Motion: _____

B. Kuebler_ A. Anslem _ V. Crawford_ M. Bergen_ B. Cooper _ M. Etchart _ E. Ayala

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 1(b)

DATE: July 3, 2023
TO: Board of Directors
FROM: Carrie Troup C.P.A., Treasurer
SUBJECT: Approve Financial Report for June 2023

May 2023 UVRGA Balance \$ 414,012.62

June 2023 Activity:

Revenues/ Credits:

Checks and Electronic payments:

2406 Bondy Groundwater Consulting, Inc.	May Services	\$	10,278.08
2407 Carrie Troup, CPA	May Services	\$	1,327.30
2408 Ventura River Water District	Audit Services	\$	13,000.00
2409 Rincon Consultants, Inc.	May Services	\$	1,427.50
2410 Rincon Consultants, Inc.	May Services	\$	680.00
2411 Aleshire & Wynder, LLP	May Services	\$	1,981.37
2412 Rincon Consultants, Inc.	May Services	\$	968.75
2413 VC Star	Advertising	\$	506.72

Total Expenditures Paid & To Be Paid \$ 30,169.72

June 2023 UVRGA Ending Balance: \$ 383,842.90

Action: _____

Motion: _____ Second: _____

B. Kuebler___ A. Anselm___ M. Etchart___ P. Kaiser___ J. Tribo___ V. Crawford___ E. Ayala___

The financial report omits substantially all disclosures required by accounting principles generally accepted in the United States of America; no assurance is provided on them.

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UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 3

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Executive Director's Report

SUMMARY

The following are updates on Agency matters since the last Board meeting:

1. Administrative: No report.
2. Financial:
 - a. Groundwater Extraction Fees: Private well owner invoices for the July 1 – December 31, 2022 semi-annual period were issued on April 28, 2023. One of eleven invoices totaling \$1,628.00 are past due. A past due notice was mailed in early June. The next batch of Member Agency invoices is scheduled for August 2023 and will be for the period July 1, 2023 – June 30, 2024.
 - b. GSP Development Grant: The grant retention payment in the amount of \$63,006.06 was received July 3, 2023.
 - c. Small GSA Coalition: No reportable activity.
3. Legal: No reportable activity.
4. GSP Implementation:
 - a. Well Registration: The Executive Director assisted well owners with completing their well registration forms and reached out to non-compliant well owners. Please see Item No. 5(a) for more information.
 - b. Monitoring Networks:
 - i. Groundwater Level Monitoring: Semi-annual data processing was completed, and the data were uploaded to DWR prior to the July 1 deadline. The semi-annual data summary memorandum is available at: https://uvrgroundwater.org/wp-content/uploads/2023/06/2022-2023-Semi-annual-Memorandum_Final.pdf
 - ii. Surface Water Flow Monitoring: Deployment of the Camino Cielo gage was scheduled for deployment in July.

- iii. Visual Surface Water Monitoring: Monthly monitoring is ongoing.
- iv. Riparian Groundwater Dependent Ecosystem (GDE) Monitoring: No reportable activity.
- v. Aquatic GDE Monitoring: Field reconnaissance was performed to assess post-flood GDE monitoring locations.
- vi. LiDAR Topographic Survey: Data acquisition was completed.

5. Outreach: No reportable activity.

6. SWRCB / CDFW Instream Flow Enhancement Coordination: No reportable activity.

7. Correspondence: None

RECOMMENDED ACTIONS

Receive an update from the Executive Director concerning Agency matters and correspondence.
Provide feedback to staff.

BACKGROUND

Not applicable

FISCAL SUMMARY

Not applicable

Action: _____

Motion: _____

M. Etchart_ B. Kuebler_ P. Kaiser_ J. Tribo_ A. Anselm_ V. Crawford_ E. Ayala_

UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 4(a)

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Agency Officer Appointments

SUMMARY

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

The current officers are:

- Chair: Mike Etchart
- Vice Chair: Bruce Kuebler
- Secretary: Pete Kaiser

RECOMMENDED ACTIONS

Appoint a chair, vice chair, and secretary for the period July 1, 2023 through June 30, 2024.

BACKGROUND

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

FISCAL SUMMARY

None.

Action: _____

Motion: _____

B. Kuebler_ M. Etchart_ P. Kaiser_ J. Tribo_ A. Anselm_ V. Crawford_ E. Ayala_

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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Well Registration and Flowmeter Compliance Update

SUMMARY

The purpose of this item is to update the Board on well registration and flowmeter compliance.

Well Registration Status

On September 16, 2022, letters were mailed to the owners of all parcels on which County of Ventura records indicate a potentially active well is present (i.e., any well with a County-noted status other than “destroyed”). The letters explained the new ordinance, including the well registration requirements, and provided instructions for registering wells and providing flowmeter documentation. A total of 116 letters were mailed addressing 188 potentially active wells identified in County records. Table 1 summarizes the updated registration status.

Table 1. Well Registration Status Summary

Category	June Status (# of wells)	July Status (# of wells)	Change (# of wells)
Registration Not Required	74	89	+15
Registered	63	63	0
Unregistered	51	36	-15
Totals	188	188	0

Attachment A provides a detailed breakdown of the registration status as of July 3, 2023. Follow-up on the 36 unregistered wells is pending receipt of contact information requested from the Ventura County Assessor’s Office.

Flowmeter Compliance

UVRGA Ordinance No. 1 requires that all wells that are not inactive or deemed exempt be equipped with flowmeters. Currently exemptions are provided for all domestic wells that extract less than 2 acre-feet per year (AFY) (i.e., *de minimis* wells). The Board is also considering amending Ordinance No. 1 to expand the exempt definition to include non-domestic wells that extract less than 2 AFY.

Operators of non-exempt wells were required to install flowmeters on wells and provide proof of calibration within a range of plus or minus 5% by June 30, 2023. The proof of calibration for wells that extract 100 or more AFY must be less than 3 years old. Proof of calibration for wells that extract less than 100 AFY must be less than five years old.

Twenty-six of the 63 registered wells are non-exempt. Table 2 summarizes flowmeter calibration compliance status of the non-exempt wells.

Table 2. Flowmeter Calibration Compliance Summary

Acre-Feet Per Year	Count⁽¹⁾	In Compliance	Meter Not Installed	Calibration Verification Not Completed
>=100	10	3	0	7
<100	16	7	1 ⁽²⁾	8
Totals	26	10	1	15
Notes: (1) Does not include five wells that will become exempt following ordinance amendment. (2) Well was damaged by flooding in early 2023. Meter will be required after well is repaired or replaced.				

FISCAL SUMMARY

Not applicable.

RECOMMENDED ACTIONS

Receive an update on well registration and flowmeter compliance. The Board may provide feedback or direction to staff concerning compliance and/or penalties for non-compliance.

BACKGROUND

The Groundwater Well Registration, Metering, and Extraction Reporting Ordinance was adopted on July 14, 2022 and became effective August 14, 2022.

ATTACHMENTS

A. Well Registration Status Table

Action: _____

Motion: _____

B. Kuebler_ M. Etchart_ P. Kaiser_ J. Tribo_ A. Anselm_ V. Crawford_ E. Ayala_

Item 5(a), Attachment A
Well Registration Status (updated 6/2/23)

Status	Count	Comment
Registration Not Required		
<ul style="list-style-type: none"> Confirmed abandoned or inactive based on conversation with landowner and/or information provided by landowner 	44	
<ul style="list-style-type: none"> Suspected abandoned or inactive based on County records or information previously compiled by Larry Rose 	40	No further action proposed.
<ul style="list-style-type: none"> Dedicated monitoring well 	4	
<ul style="list-style-type: none"> Well is actually a surface water diversion 	1	
Subtotal Registration Not Required	89	
Registered		
<ul style="list-style-type: none"> Registration form received 	63	
Subtotal Registered	63	
Not Registered		
<ul style="list-style-type: none"> Listed as active on County records 	36	Mostly domestic wells. Includes five wells for which the letter recipient is no longer the landowner, suggesting that contact information for these wells may no longer be valid. Follow-up letters are pending receipt of contact information requested from Ventura County Assessor's Office.
Subtotal Not Registered	36	
Total	188	

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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Groundwater Levels Update

SUMMARY

Please see Attachment A for updated groundwater level data, as requested by the Board.

FISCAL SUMMARY

Not applicable.

RECOMMENDED ACTIONS

Receive an update on Upper Ventura River Valley Basin groundwater levels.

BACKGROUND

The most recent semi-annual groundwater level data memorandum can be viewed at:
https://uvrgroundwater.org/wp-content/uploads/2023/06/2022-2023-Semi-annual-Memorandum_Final.pdf

ATTACHMENTS

A. Monitoring Well Location Map and Groundwater Level Charts

Action: _____

Motion: _____

B. Kuebler_ M. Etchart_ P. Kaiser_ J. Tribo_ A. Anselm_ V. Crawford_ E. Ayala_

Figure 1 Groundwater Monitoring Well Locations

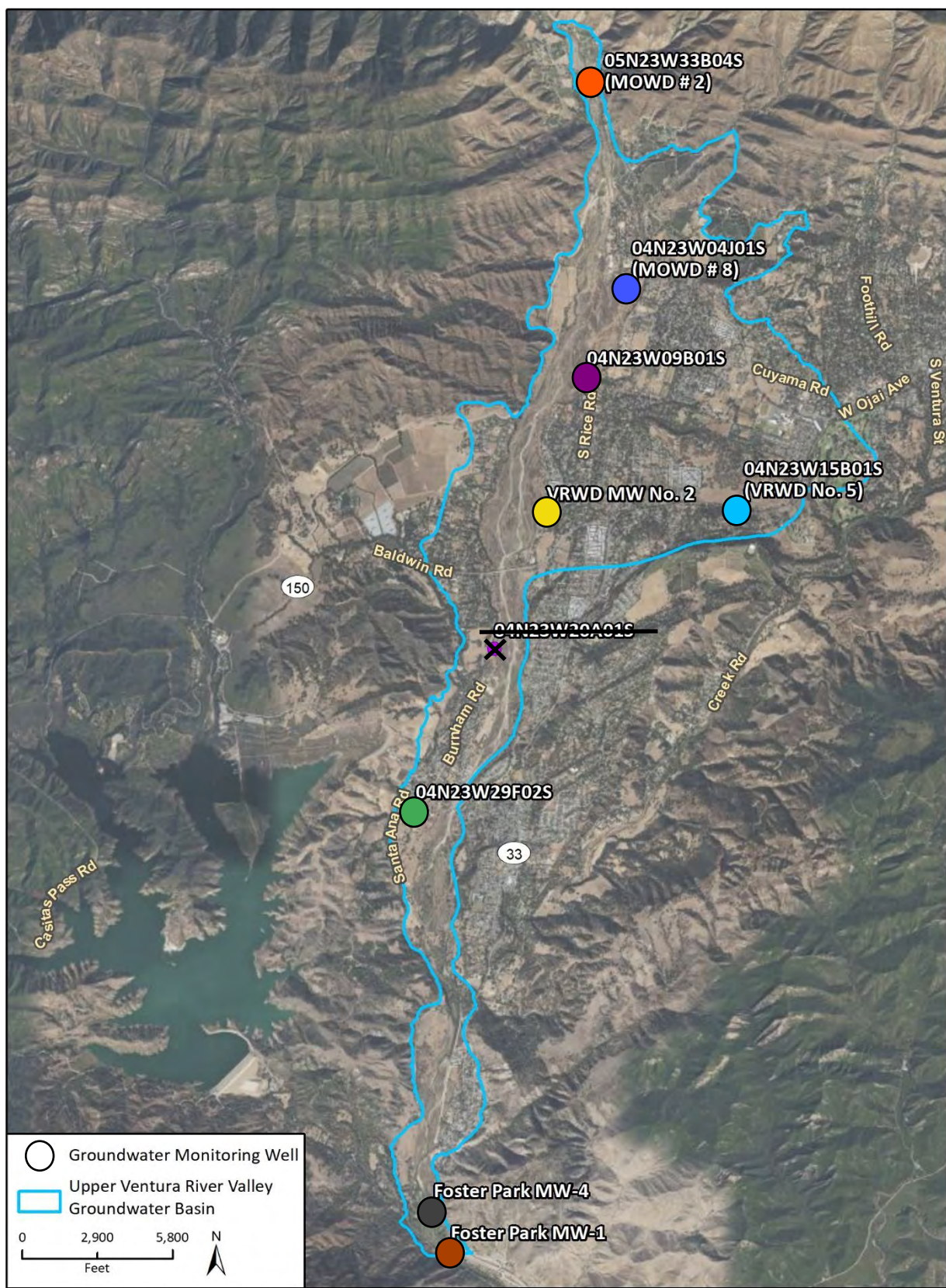


Figure 2a
Depth to Groundwater
Wells North of State Route150

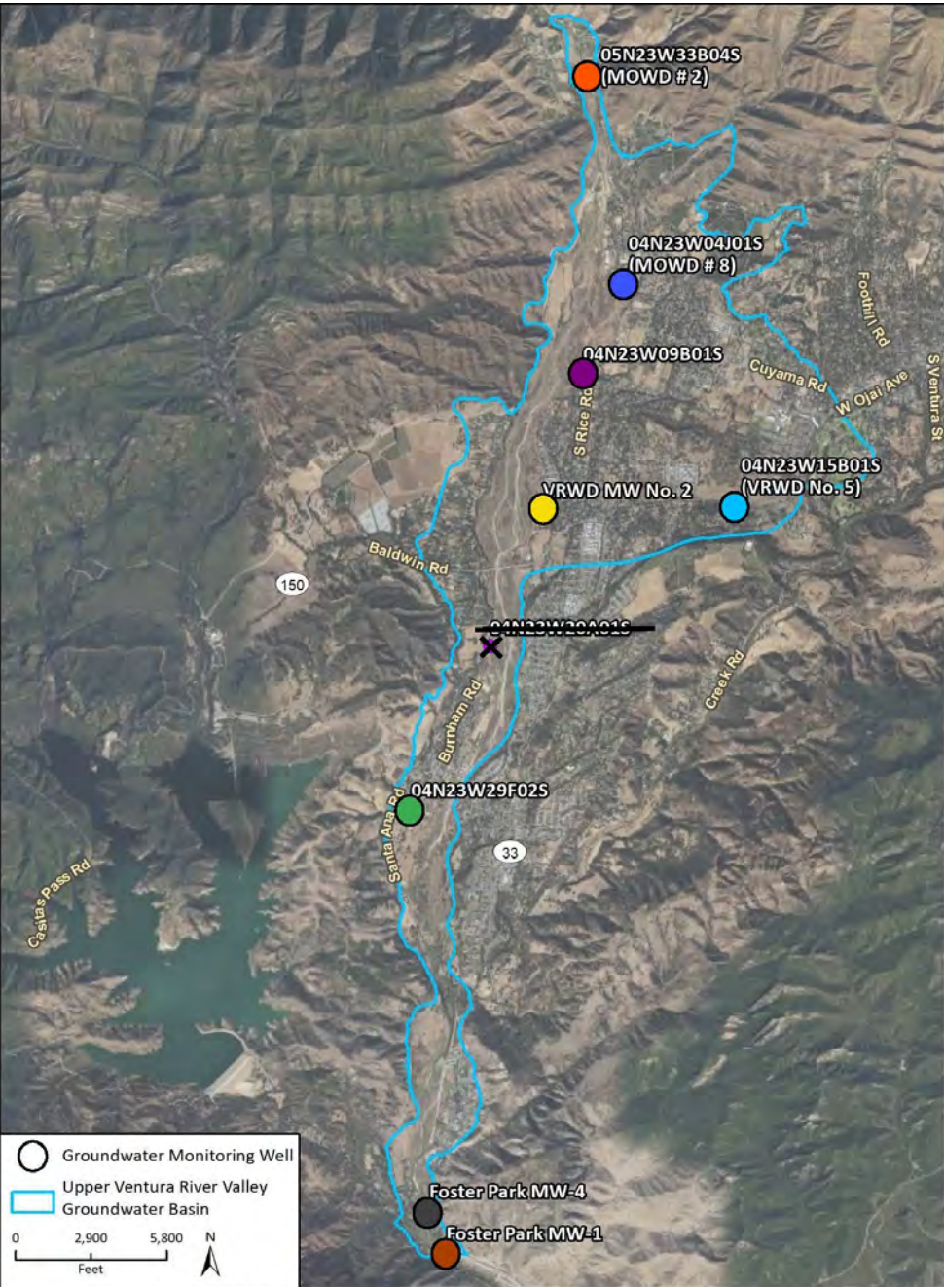


Figure 2b
Depth to Groundwater
Wells South of State Route150

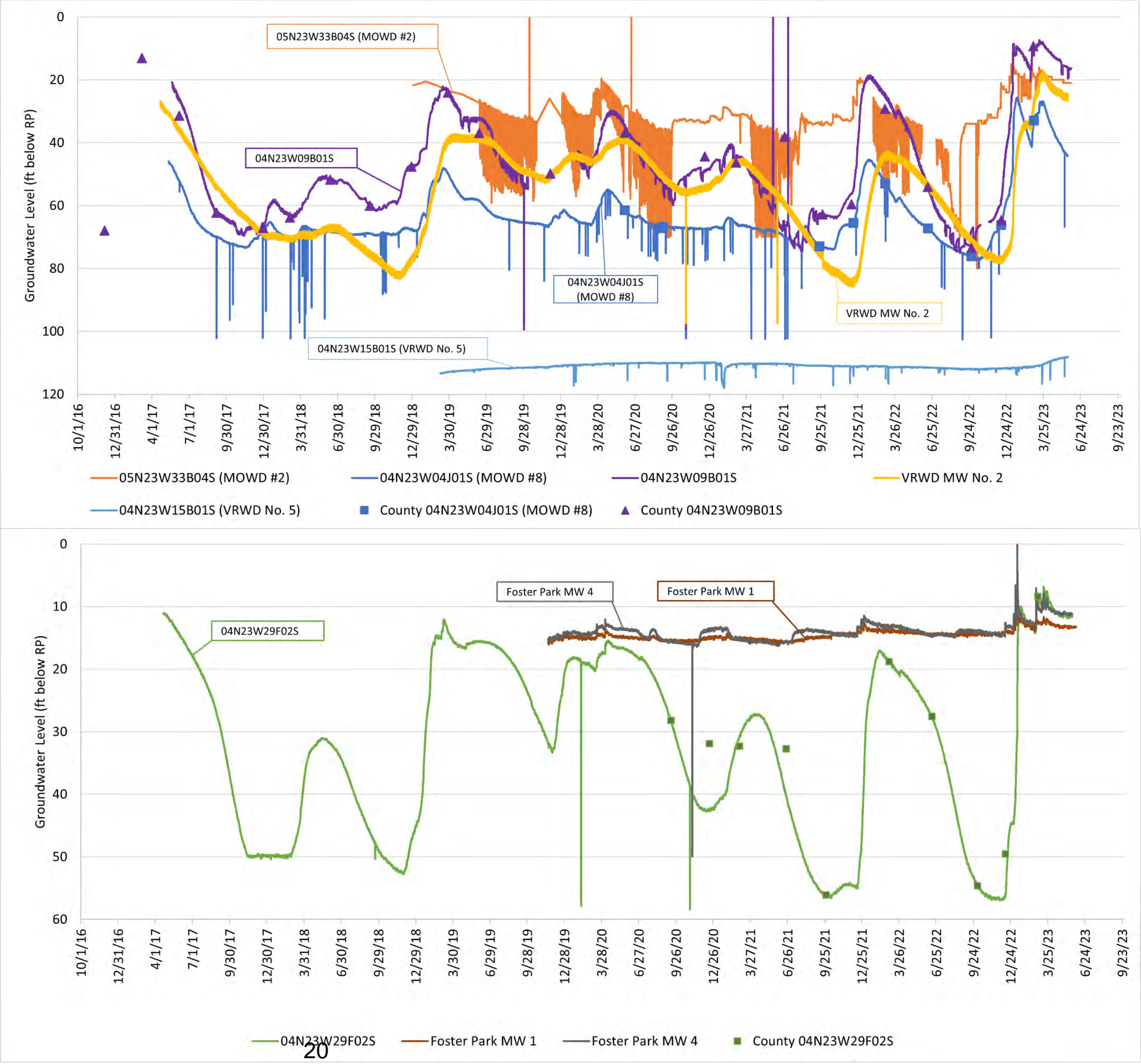


Figure 3a
Groundwater Elevation
Wells North of State Route150

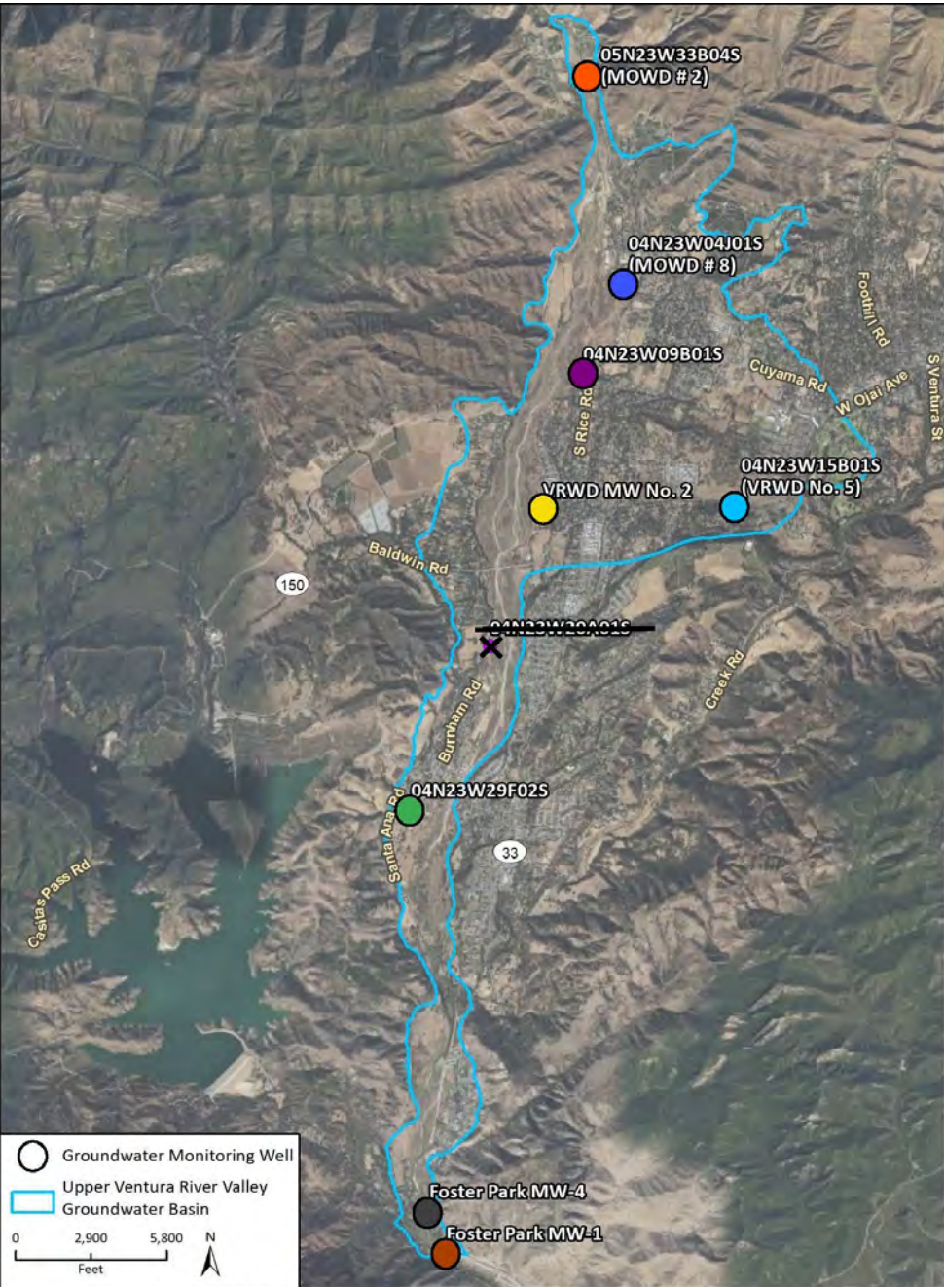
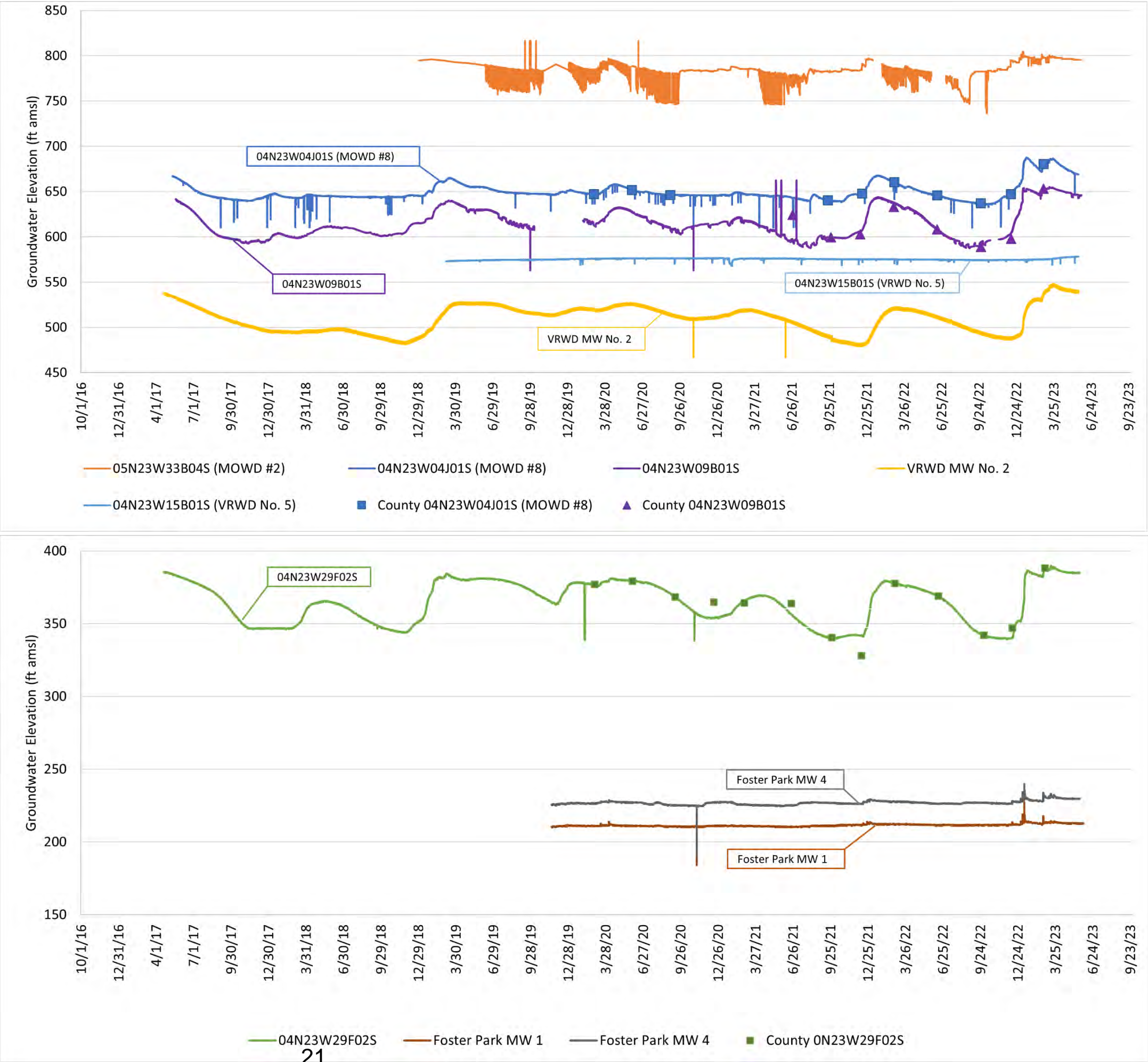


Figure 3b
Groundwater Elevation
Wells South of State Route150



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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director and Legal Counsel

SUBJECT: Proposed Amendment to Groundwater Well Registration, Metering, and Extraction Reporting Ordinance (Ordinance No. 3)

SUMMARY

Proposed Ordinance No. 3 would exempt non-domestic wells that extract less than two acre-feet per year from the flow metering requirements in the Agency's Groundwater Well Registration, Metering, and Extraction Reporting Ordinance (Ordinance No. 1). Several non-domestic wells that extract less than two acre-feet per year have been identified during the well registration process. The installation of flow meters on small wells creates an undue burden on the well owner.

UVRGA, as the lead agency under the California Environmental Quality Act ("CEQA"), in consultation with the Agency's Legal Counsel, determined that the charges adopted by resolution are exempt from further CEQA review pursuant to CEQA Guidelines, sections 15307 and 15308 which exempt actions taken for the protection of natural resources and the environment.

RECOMMENDED ACTIONS

1. Conduct a public hearing to discuss the proposed Groundwater Well Registration, Metering, and Extraction Reporting Ordinance posted on the Agency's website.
2. Conduct a second reading in title only of the ordinance.
3. Adopt the ordinance.

BACKGROUND

The Groundwater Well Registration, Metering, and Extraction Reporting Ordinance was adopted on July 14, 2022 (Ordinance No. 1) and was last amended on March 9, 2023 (Ordinance No. 2). The Board conducted a public hearing and read the Ordinance No. 3 in title only on June 8, 2023.

FISCAL SUMMARY

Proposed Ordinance No.3 will reduce Agency administrative costs by eliminating compliance tracking of wells that would be exempted from flow metering requirements.

ATTACHMENTS

- A. Draft Amended Well Registration, Metering, and Extraction Reporting (Ordinance No. 3)

Action: _____

Motion: _____

B. Kuebler_ M. Etchart_ P. Kaiser_ J. Tribo_ A. Anselm_ V. Crawford_ E. Ayala_

BOARD OF DIRECTORS

UPPER VENTURA RIVER GROUNDWATER AGENCY

ORDINANCE NO. 3

AN ORDINANCE OF

THE BOARD OF DIRECTORS OF UPPER VENTURA RIVER GROUNDWATER AGENCY
AMENDING ORDINANCE NO. 1 EXEMPTING SMALL NON-DOMESTIC WELLS FROM
FLOWMETER REQUIREMENTS

WHEREAS, the Upper Ventura River Groundwater Agency ("Agency") was formed for the express purpose of cooperatively carrying out the requirements of the Sustainable Groundwater Management Act ("SGMA"), including, but not limited to, the funding, development, adoption and implementation of a Groundwater Sustainability Plan ("GSP") that achieves groundwater sustainability in the Upper Ventura River Groundwater Basin.

WHEREAS, the Agency is the exclusive Groundwater Sustainability Agency for the Upper Ventura River Groundwater Basin (Department of Water Resources (DWR) Basin 4-3.01).

WHEREAS, the Agency adopted the Groundwater Sustainability Plan for the Upper Ventura River Groundwater Basin on January 6, 2022.

WHEREAS, a fundamental component of the Groundwater Sustainability Plan for the Upper Ventura River Groundwater Basin is the accurate measurement, reporting and monitoring of groundwater extractions and, with the exception of certain extraction facilities, SGMA provides the Agency with the express power to require the metering of all extraction facilities in the Basin.

WHEREAS, on July 14, 2022, the Agency adopted Ordinance No. 1 establishing, among other things, a requirement that, prior to extracting groundwater, a well operator install a flow meter unless such well was exempt pursuant to Water Code Section 10721(e).

WHEREAS, The installation of flow meters on small wells, as further defined herein, creates an undue burden on such operators.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Upper Ventura River Groundwater Agency that:

1. Incorporation of Recitals. All recitals in this Ordinance are true and correct and supported by substantial evidence in the record.
2. Amendment. Section 1.10 of Chapter 1 of Ordinance No. 1 of the Upper Ventura River Groundwater Agency is hereby amended to add the following definition:

““Small Non-Domestic Well” means any well serving any use other than domestic that extracts less than 2 acre-feet per year of groundwater.”

3. Amendment. The Definition of “Exempt Wells” located in Section 1.10 of Chapter 1 of Ordinance No. 1 of the Upper Ventura River Groundwater Agency is hereby amended in its entirety to read as follows:

““Exempt Wells” means all wells operated by de minimis extractors as defined in Water Code Section 10721(e), all Small Non-Domestic Wells, and those operators granted an exemption by the Board.”

4. Effective Date of Ordinance. This Ordinance will take effect on the thirty-first day after adoption.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Ordinance No. 3 was duly adopted and passed by the Board of Directors of the Upper Ventura River Groundwater Agency as a public hearing held on the th day of 2023, by the following vote:

AYES:

NOES:

ABSENT:

Michel Etchart, Board Chair

ATTEST:

Bryan Bondy
Executive Director

APPROVED AS TO FORM:

Keith Lemieux, General Counsel
Upper Ventura River Groundwater Agency

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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Rincon Consultants, Inc. Master Services Agreement Amendment No. 1

SUMMARY

The Master Services Agreement (MSA) between UVRGA and Rincon Consultants, Inc. (Rincon) does not have a mechanism for rate increases. Rate increases have been accommodated on a case-by-case basis as work orders have been issued. This has resulted in different rates for the various work orders, which is an administrative burden for both UVRGA and Rincon. The proposed solution is to (1) amend the MSA to include updated rates and allow for reasonable annual rate increases and (2) amend all existing and future work orders so they refer to the MSA rates. The second step will require amendments to existing work orders, which are requested in Item 5(e).

FISCAL SUMMARY

Rate increases are accounted for in the budgeting process.

RECOMMENDED ACTIONS

Authorize the Executive Director to execute Amendment No. 1 to the Master Services Agreement with Rincon.

BACKGROUND

Rincon Consultants Inc. was selected through a competitive process in 2020 to provide biological and field monitoring professional services to UVRGA. The MSA became effective on August 18, 2020.

ATTACHMENTS

- A. Proposed MSA Amendment
- B. MSA

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ A. Anselm__ M. Etchart__ J. Tribo__ V. Crawford__ E. Ayala__

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

Upper Ventura River Groundwater Agency ("UVRGA") and Rincon Consultants, Inc. ("Service Provider") entered into a certain Master Services Agreement between UVRGA and Service Provider, dated effective August 18, 2020 (the "MSA").

UVRGA and Service Provider now desire to amend the terms of the MSA as more particularly set forth below:

1. Section No. 3, first sentence is hereby rescinded and replaced as follows:

Fees shall be pursuant to Exhibit B, which may be updated annually for reasonable increases.

2. Exhibit B is hereby rescinded and replaced with Attachment A.
3. Except as specifically modified and amended herein, all of the terms, provisions, requirements contained in the Agreement remain in full force and effect.

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

UPPER VENTURA RIVER GROUNDWATER AGENCY:

Name and Title (printed): Bryan Bondy, Executive Director

Signature: _____ Date: _____

RINCON CONSULTANTS, INC.:

Name and Title (printed): Jennifer Haddow

By: _____ Date: _____



Exhibit B

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical, and Support Personnel*	2023	2024	2025	2026
	Effective Jul 1	Effective Jul 1	Effective Jul 1	Effective Jul 1
Senior Principal	\$308	\$319	\$330	\$342
Principal	\$297	\$307	\$318	\$329
Director	\$297	\$307	\$318	\$329
Senior Supervisor II	\$282	\$292	\$302	\$313
Supervisor I	\$263	\$272	\$282	\$291
Senior Professional II	\$246	\$255	\$264	\$273
Senior Professional I	\$230	\$238	\$246	\$255
Professional IV	\$204	\$211	\$218	\$226
Professional III	\$189	\$196	\$203	\$210
Professional II	\$168	\$174	\$180	\$186
Professional I	\$150	\$155	\$160	\$166
Associate III	\$126	\$130	\$135	\$139
Associate II	\$113	\$117	\$121	\$125
Associate I	\$105	\$109	\$113	\$117
Field Technician	\$91	\$94	\$97	\$101
Data Solutions Architect	\$189	\$196	\$203	\$210
Senior GIS Specialist	\$181	\$187	\$194	\$200
GIS/CADD Specialist II	\$161	\$167	\$173	\$179
GIS/CADD Specialist I	\$145	\$150	\$155	\$161
Technical Editor	\$142	\$147	\$152	\$157
Project Accountant	\$121	\$125	\$129	\$134
Billing Specialist	\$103	\$107	\$111	\$115
Publishing Specialist	\$116	\$120	\$124	\$129
Clerical	\$103	\$107	\$111	\$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11” by 17”	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on July 1 as shown above for years 2024 through 2026.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Exhibit B

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbler, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Master Services Agreement

This Master Services Agreement (the “MSA”) is made and entered into by and between Upper Ventura River Groundwater Agency (“UVRGA”), and Rincon Consultants, Inc. (“Service Provider”) (each a “Party” and collectively the “Parties”) as of this 18th day of August, 2020 (the “Effective Date”). The words “we”, “us”, and “our” refer to UVRGA, and the words “you” and “your” refer to the Service Provider.

By signing this MSA, the Parties agree as follows:

1. MSA Documents

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

2. Statements of Work / Purchase Orders

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

3. Fees and Payment

Fees shall be pursuant to Exhibit B

Timely invoicing is critical for avoiding delays in grant reporting and grant reimbursement. All billing must occur on a monthly basis and shall be based on time and materials. Invoices are due to UVRGA by the 5th working day of each month for charges incurred during the prior month. All invoices must be emailed to Agency Administrator (email address currently sward@uvrgroundwater.org) with cc to the Executive Director (bbondy@uvrgroundwater.org) to receive timely payment. All timely invoices received by the 3rd day of the month will be payable on a Net-30 basis. Invoices received after the 3rd day of the month will be payable on a Net-45 basis. Payment for invoices received more than 30 calendar days after any month in which charges were incurred will be payable on Net-180 basis or when grant funds associated with the work are received, whichever occurs first.

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

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

4. Confidentiality

We will direct the Services provided by you, and all communications with you regarding this matter will be through us. All Services and communications are protected by the attorney-client privilege and attorney work product doctrine. Accordingly, all documents, reports, disclosures, plans, and other information of any nature and description, which UVRGA supplies to you

Item 5(d), Attachment B

or which you develop in performance of the Services is deemed confidential. You must not disclose any of the same to any third party without our prior written authorization, except to the extent that information is in the public domain, was in your possession prior to disclosure to UVRGA or you are required by law.

5. Term and Termination

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

6. Work and Labor

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

7. Standard of Work Performed and Materials Sourced

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

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

8. No Liens or Encumbrances

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

9. Ownership of Work

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

10. Indemnity

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

Item 5(d), Attachment B

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

11. Workers Compensation Insurance

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

12. Insurance

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

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

13. Subcontracting/Assignment

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

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

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

15. Conflict of Interest

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

16. General Warranties

Item 5(d), Attachment B

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

17. Force Majeure

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

18. Events of Default

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

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

19. Governing Law

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

20. Severability

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

21. Miscellaneous

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

Item 5(d), Attachment B

attorneys and that all of the Parties have cooperated in the drafting and preparation of this MSA. The language of this MSA may not be construed for or against any Party on the grounds that any specific Party or Parties authored this MSA.

22. Notices and Billings

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

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

UPPER VENTURA RIVER GROUNDWATER AGENCY	
All Notices:	Billings
Bryan Bondy, Executive Director	Summer Ward
Post Office Box 1779 Ojai, CA 93024	Agency Administrator
Phone No.: 805-212-0484	Phone No.: (805) 646-2114
Email: bbondy@uvrgroundwater.org	Email: sward@uvrgroundwater.org

And

202 W. El Roblar Dr.,
Ojai, California 93023

Carrie Troup, CPA
Treasurer
805-937-0511
carrie@troupcpa.com

Rincon Consultants, Inc.	
All Notices:	Billings
Jennifer Haddow	Accounts Payable
180 North Ashwood Avenue Ventura, California 93003	180 North Ashwood Avenue Ventura, California 93003
Phone No.: 805-644-4455	Phone No.: 805-644-4455
Email: jhaddow@rinconconsultants.com	Email: ap@rinconconsultants.com

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

Item 5(d), Attachment B

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



Rincon Consultants, Inc.	UPPER VENTURA RIVER GROUNDWATER AGENCY
By: 	By: 
Print Name: Jennifer Haddow	Print Name: Bryan Bondy
Title: Principal-in-Charge	Title: Executive Director
Date: <u>8/19/2020</u>	Date: <u>8/19/2020</u>

EXHIBIT A

STATEMENT OF WORK (WORK ORDER) TEMPLATE

Statement of Work

Work Order No. X [ADD TITLE]

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

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

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

COMPLETION DATE: [] through [].

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

PAYMENT TERMS

Payments shall be due:

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

ADDITIONAL TERMS AND CONDITIONS

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

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By:	By:
Print Name: Jennifer Haddow	Print Name: Bryan Bondy
Title: Principal-in-Charge	Title: Executive Director
Date:	Date:

EXHIBIT B

RATE SHEET

6 Fee Schedule

6.1 Rincon Consultants, Inc.

Professional, Technical and Support Personnel*	2020-2021 Hourly Rate	2021-2022 Hourly Rate
Principal II	\$240	\$247
Director II	\$240	\$247
Principal I	\$220	\$227
Director I	\$220	\$227
Senior Supervisor II	\$205	\$211
Supervisor I	\$195	\$201
Senior Professional II	\$175	\$180
Senior Professional I	\$160	\$165
Professional IV	\$145	\$149
Professional III	\$130	\$134
Professional II	\$115	\$118
Professional I	\$105	\$108
Associate III	\$95	\$98
Associate II	\$90	\$93
Associate I	\$82	\$84
Project Assistant	\$75	\$77
Senior GIS Specialist	\$140	\$144
GIS/CADD Specialist II	\$125	\$129
GIS/CADD Specialist I	\$112	\$115
Technical Editor	\$112	\$115
Production Specialist	\$88	\$91
Clerical	\$75	\$77

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Payment Terms – All fees will be billed to Client monthly.

Due to COVID19 Rincon continues to offer 2019 rates, with no annual escalation for 2020. This represents ~4% discount.

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-hour safety phone)	\$125
Sound Level Metering Field Package (anemometer, tripod and digital camera)	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow Trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water and Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (temperature, conductivity, turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or similar)	\$300
Boat (26 ft. Radon or similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater and Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (tanks, BCD, regulators, wetsuits, etc.)	\$50/diver
Marine Field Package: (personal flotation devices (PFDs), 100 ft. reel tapes with stainless carabiners, Pelican floats, underwater slates, thermometer, refractometer, anemometer, various field guides)	\$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25/hour
Level C Health and Safety	\$60 person

6.2 Stillwater Sciences

Stillwater Sciences Hourly Billing Rates		
Billing Classification	2020–21	2021–22
S/A 1	68	72
S/A 2	80	84
S/A 3	88	93
S/E 4	98	103
S/E 5	104	109
S/E 6	112	118
S/E 7	119	125
S/E 8	123	129
S/E 9	132	139
S/E 10	140	147
S/E 11	151	159
S/E 12	159	166
S/E 13	169	178
S/E 14	179	187
S/E 15	191	201
S/E 16	206	216
S/E 17	230	241
S/E 18	242	254
S/E 19	257	270
S/E 20	273	287

S/A = Scientist/Administrator; S/E = Scientist/Engineer

Rates listed above are for calendar year 2020. These are applied for labor-hour level-of-effort contracts with reimbursement for expenses (including travel expenses and subcontractors) at cost plus 10%. Hourly rates will be adjusted on January 1st of each year.

6.3 Water Systems Consulting, Inc.

2020 Classifications and Rates

Labor Classification	2020/21 Hourly Rate	2021/2022 Hourly Rate
Engineers / Project Managers / Planners / Hydrogeologists		
Engineering Intern	\$115	\$120
Assistant	\$135	\$140
Staff I	\$145	\$150
Staff II	\$155	\$160
Staff III	\$165	\$170
Associate I	\$180	\$185
Associate II	\$190	\$195
Associate III	\$200	\$205
Senior I	\$220	\$225
Senior II	\$230	\$235
Senior III	\$240	\$245
Principal I	\$250	\$255
Principal II	\$280	\$285
Principal III	\$305	\$310
Outreach and Communications		
Communications Support I	\$120	\$125
Communications Support II	\$140	\$145
Communications Support III	\$160	\$165
Outreach Specialist/Facilitator I	\$175	\$180
Outreach Specialist/Facilitator II	\$220	\$225
Outreach Specialist/Facilitator III	\$265	\$270
CAD Design Services		
Technician/Designer I	\$120	\$125
Technician/Designer II	\$135	\$140
Technician/Designer III	\$155	\$160
Inspection Services		
Inspector I	\$125	\$130
Inspector II	\$140	\$145
Inspector III	\$165	\$170
Inspector (Prevailing Wage)	\$170	\$175
Administrative Services		
Administration/Clerical I	\$120	\$125
Administration/Clerical II	\$130	\$135
Administration/Clerical III	\$145	\$150

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.57 per mile (or current Federal Mileage Reimbursement Rate)

Airplane mileage rate \$1.27 per mile (or current Federal Airplane Mileage Reimbursement Rate)

Rates are subject to revision as of January 1 each year.

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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Rincon Consultants, Inc. Work Order Nos. 8 through 10 Amendments

The Master Services Agreement (MSA) between UVRGA and Rincon Consultants, Inc. (Rincon) does not have a mechanism for rate increases. Rate increases have been accommodated on a case-by-case basis as work orders have been issued. This has resulted in different rates for the various work orders, which is an administrative burden for both UVRGA and Rincon. The proposed solution is to (1) amend the MSA to include updated rates and allow for reasonable annual rate increases and (2) amend all existing and future work orders so they refer to the MSA rates. The first step will require a MSA amendment, which is requested in Item 5(d).

There are five open Rincon work orders (5 and 7 through 10). Work Order No. 5 and 7 already point to the MSA for rates. Work Order Nos. 8 through 10 point to proposals attached to the work orders for rates. It is proposed that Work Order Nos. 8 through 10 be amended to point to the MSA for rates (assuming Item 5(d) has been approved).

FISCAL SUMMARY

Rate increases are accounted for in the budgeting process.

RECOMMENDED ACTIONS

Authorize the Executive Director to execute amendments to update the rates for Rincon Consultants, Inc. Work Orders Nos. 8 through 10.

BACKGROUND

Rincon Consultants Inc. was selected through a competitive process in 2020 to provide biological and field monitoring professional services to UVRGA. The MSA became effective on August 18, 2020.

ATTACHMENTS

A. Affected Rincon Consultants, Inc. Work Orders

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ A. Anselm__ M. Etchart __ J. Tribo__ V. Crawford__ E. Ayala__

Statement of Work

Work Order No. 8: Confluence Aquatic GDE Monitoring & Reporting Years 1-3

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

GENERAL NATURE OF SERVICES:

Perform aquatic groundwater dependent ecosystem (GDE) monitoring during water years 2022/2023, 2023/2024, and 2024/2025 and associated reporting in accordance with the Board-approved Confluence Aquatic Habitat Area GDE Monitoring Workplan (Board approval date August 11, 2022).

When applicable, provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

Provider shall ensure all work is performed in accordance with UVRGA's adopted procedures and the UVRGA Groundwater Sustainability Plan.

SCOPE OF SERVICES: Please see attached proposal.

COMPLETION DATE: January 31, 2026

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$124,280 without prior written authorization.

Contingency: An additional 10% in the amount of \$12,270 is reserved for potential unanticipated costs. Use of contingency funds requires prior written authorization by the Executive Director.

Labor Rates are pursuant to attached proposal.

PAYMENT TERMS


Payments shall be due:

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

ADDITIONAL TERMS AND CONDITIONS

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

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By:  Print Name: Jennifer Haddow Title: Principal-in-Charge Date: 09/08/22	By: <i>Bryan Bondy</i> Print Name: Bryan Bondy Title: Executive Director Date: 9/8/22



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

August 31, 2022

Project No: 20-10008

Attn: Bryan Bondy, Executive Director and GSP Manager

Upper Ventura River Groundwater Agency

202 West El Roblar Drive

Ojai, California 93023

Via Email: bbondy@uvrgroundwater.org

Subject: Work Order Request #8: Confluence Aquatic Habitat Area Aquatic Groundwater Dependent Ecosystem Field Monitoring Services

Dear Mr. Bondy:

Rincon Consultants, Inc. (Rincon) is providing the following scope of work as work order request number 8, to implement the monitoring program outlined in the Confluence Aquatic Habitat Area Groundwater Dependent Ecosystem Monitoring Workplan (Workplan, dated July 2022). The Workplan was developed for and approved by the Upper Ventura River Groundwater Agency (UVRGA) in August 2022 to implement monitoring requirements outlined in the Groundwater Sustainability Plan (GSP). The Workplan is hereby incorporated into this proposal by reference.

Following guidance provided in Sections 4.9.1 and 5.8 of the GSP, the Workplan outlines an initial three-year monitoring program to address existing data gaps. The overall goal of the monitoring program is to determine if interconnected surface water (ISW) depletion is causing significant and unreasonable effects on the Confluence Aquatic Habitat Area Groundwater Dependent Ecosystem (GDE). This program will seek to answer questions regarding potential impacts to the aquatic GDE that may be caused or exacerbated by groundwater pumping, specifically with respect to the depletion of ISW within the Confluence Aquatic Habitat Area. The monitoring program was designed to provide data that can inform whether SMC for the *Depletion of Interconnected Surface Water* sustainability indicator are warranted for the Confluence Aquatic Habitat Area.

To complete the monitoring activities specified in the Workplan, we have developed a scope of work comprised of the following tasks:

- Task 1. Project Kick-off
- Task 2. Field Monitoring
- Task 3. Data Management and Reporting

The following scope of work presents the anticipated level of effort and estimated costs for a three-year monitoring period (October 1, 2022 – September 30, 2025).

Task 1. Project Kick-off

Rincon will complete project kick-off activities that will consist of internal and client coordination of project schedule and resources. In addition, it is anticipated that Rincon's Project Manager and key staff



will prepare for and participate in one virtual meeting with UVRGA's Environmental Stakeholder Director, California Department of Fish and Wildlife, and other interested resource agencies to confirm Workplan monitoring protocols align with the applicable agency protocols.

Task 1 Assumptions

- Preparation and participation of two Rincon staff for one virtual meeting
- Kick-off activities will be coordinated with Foster Park Aquatic Habitat Area GDE monitoring services to streamline resources

Task 2. Field Monitoring

Field monitoring will consist of an initial habitat survey to determine monitoring locations and routine fieldwork thereafter. All fieldwork will be performed in accordance with the Workplan and the UVRGA's *Monitoring and Data Collection Protocols and Data Quality Control Review Procedures*. Field monitoring components are outlined in **Table 1**.

The mobilization effort for the continuous water quality and flow monitoring is anticipated to include the purchase of two sets of HOB0 sondes capable of measuring pH, dissolved oxygen (DO), temperature, and pressure. Additional equipment may be necessary to secure the sondes.

Task 2 Assumptions

- Monitoring locations will require adjustment if mesohabitat characteristics are substantially changed.
- Where possible, monitoring components will be performed concurrently to reduce cost.
- Additional continuous data downloads may occur if it is determined the sondes require more frequent maintenance.
- Instantaneous flow and water quality measurements will be collected at surface water quality stations during continuous data downloads for data quality assurance and control (QA/QC) purposes
- During sonde deployment, Rincon will perform tasks necessary to develop a rating curve for flow calculations. This includes surveying channel cross sections, surveying slopes of the cross-section's reach, and collecting instantaneous flow measurements.
- To calculate discharge data, Rincon will implement standard practices for rating curve development and maintenance in accordance with United States Geological Survey protocols. This rating curve will be maintained and calibrated during routine visits to the site.



Table 1. Monitoring Program Components and Schedule

Monitoring Component	Data Collected	Purpose	Schedule	Locations	References/Protocols
Habitat Mapping	Map aquatic mesohabitats ¹ in the Confluence Aquatic Habitat Area Aquatic GDE	Will provide in-depth information on existing habitats within the GDE and allow for identification of specific mesohabitats to monitor	Once at beginning of the program (likely during Fall 2022) and after streambed altering flow events	Entire Confluence Aquatic Habitat Area Aquatic GDE (approximately 3,450 feet in length)	California Salmonid Stream Habitat Restoration Manual (Flosi et al. 2010)
Fish Stranding and Mortality Surveys	Document any observed fish stranding and/or mortality that might occur as streamflow recedes. The extent of wetted and dry portions of the river will also be documented.	Will provide important information on steelhead migration habitat within the GDE, as well as fine scale data on when and how streamflow recedes within this area following varying climatic conditions and modeled ISW depletion estimates.	Monthly to weekly during dry season, as streamflow recedes	Designated monitoring locations at important riffles within the Confluence Aquatic Habitat Area Aquatic GDE	California Salmonid Stream Habitat Restoration Manual (Flosi et al. 2010)
Routine Habitat Suitability and Snorkel Surveys	Survey HSI parameters, including sediment type, riparian vegetation/cover, water depth, and various in-stream structure, as well as all species observed, within predetermined pools, riffles, and glides. Steelhead presence/ absence will be documented during snorkel surveys. Fish stranding/mortality will also be documented.	Will provide in-depth information on existing conditions and allow for assessment of habitat suitability for steelhead, CRLF, and other aquatic organisms. Conditions can be quantified and compared with streamflow, as well as climatic data and modeled ISW depletion.	At least four times per year (once during winter and at least three times during summer/fall)	Designated monitoring locations (e.g., pools, riffles, glides) within the Confluence Aquatic Habitat Area Aquatic GDE	SS HSI (Normandeau Associates, Inc. 2015, Padre Associates, Inc. 2013) California Salmonid Stream Habitat Restoration Manual (Flosi et al. 2010) Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog (USFWS 2005) NWFS and CDFW Integration of Steelhead Viability Monitoring, Recovery Plans and Fisheries Management in the Southern Coastal Area (Boughton et al. 2022)



Monitoring Component	Data Collected	Purpose	Schedule	Locations	References/Protocols
Water Quality and Flow Monitoring	Water level, DO, pH, temperature	Will provide continuous flow and water quality data that can then be correlated with streamflow, as well as climatic data and modeled ISW depletion.	Continuous data collection, data downloaded during each field visit	One designated location within the Confluence Aquatic Habitat Area Aquatic GDE	LARWQCB ² Basin Plan (2014), USGS ³ standards for stream gauge installation, UVRGA Monitoring and Data Collection Protocols (2018)
Aerial Photography	Aerial images	Will provide a visual time series of overall conditions within the GDE and allow for comparison of conditions over time and during different hydrologic and climatic conditions	At least four times per year, concurrent with habitat suitability surveys	Aerial photographs will be taken of the upper, middle, and lower portions of the Habitat Area Aquatic GDE	General photography and FAA rules
Repeat Ground Photography	Photographs of instream and riparian habitat from fixed locations	Will provide a visual time series for each monitoring location that will allow for comparison of habitat conditions over time and during different hydrologic and climatic conditions	At least four times per year, concurrent with habitat suitability surveys	Photographs will be taken from fixed locations at each mesohabitat that is monitored during the habitat suitability surveys	General photography

¹ Aquatic mesohabitats are visually and functionally distinct areas of instream habitat (e.g., pools, riffles, and runs)

² Los Angeles Regional Water Quality Control Board

³ U.S. Geological Survey



Task 3. Data Management and Reporting

Rincon will compile a digital database to ensure all data is managed and properly reviewed for ongoing QA/QC. This database shall include field-collected data, continuous water quality and flow data, and Habitat Suitability Index (HSI) scores calculated using field-collected data. The Rincon team will review all data to assess that data quality objectives are met in accordance with the UVRGA's *Data Quality Control Review Procedures*.

Following completion of each full year of monitoring, a written memo will be provided to the UVRGA with a summary of the monitoring efforts completed, the data collected, and a preliminary analysis of the findings for that year. Links to the online server with the data and Collector maps will also be provided. Annual progress reports will be submitted in December 2023 and December 2024 covering the preceding water year.

Following completion of the three-year monitoring program, a final assessment report will be provided to the UVRGA with all components detailed in the Workplan. The final assessment report will be submitted to the UVRGA in December 2025.

Task 3 Assumptions

- Annual data preparation and transmittal will require up to 30 hours. This estimate also assumes one round of edits following UVRGA's review to incorporate any edits or comments.
- Final Assessment Report preparation and transmittal will require up to 140 hours. This estimate also assumes up to 14 hours of edits following UVRGA's review to incorporate any edits or comments.
- The Rincon team will implement both peer and senior level review of all reports.

Cost Estimates

Table 2 presents cost estimates based on the above scope of work. To ensure budget for these tasks, we recommend establishing a 10 percent contingency to accommodate unforeseen circumstances or challenges. Rincon will bill on a time materials basis in accordance with our 2022 fee schedule (attached).

Table 2. Estimated Costs for Water Years 2023-2025

Tasks	Anticipated Hours	Labor Cost	Direct Expense	Estimated Cost
Task 1. Project Kick-off	8	\$1,500	\$-	\$1,500
Task 2. Field Monitoring	564	\$75,940	\$13,020	\$88,960
Task 3. Data Management and Reporting	214	\$33,820	\$-	\$33,820
Total	786	\$111,260	\$13,020	\$124,280



Authorization and Schedule

We anticipate field monitoring activities to begin in October of 2022, and we are prepared to begin this assignment following your written authorization in accordance with our current Master Services Agreement dated August 18, 2020, with UVRGA.

We sincerely appreciate your consideration of Rincon Consultants for this project. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Emily McCord'.

Emily McCord
Assistant Project Manager
Phone: 805-222-4567
Email: emccord@rinconconsultants.com

A handwritten signature in black ink, appearing to read 'Kiernan Brtalik'.

Kiernan Brtalik
Project Manager/Director
Phone: 805-328-2687
Email: kbrtalik@rinconconsultants.com

Attachments

Rincon 2022 Standard Fee Schedule



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
Senior Supervisor II	258
Supervisor I	240
Senior Professional II	224
Senior Professional I	208
Professional IV	184
Professional III	170
Professional II	153
Professional I	136
Associate III	117
Associate II	102
Associate I	95
Field Technician	82
Data Solutions Architect	175
Senior GIS Specialist	164
GIS/CADD Specialist II	146
GIS/CADD Specialist I	131
Technical Editor	130
Project Accountant	110
Billing Specialist	95
Production Specialist	105
Clerical	95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	0.50 (B&W) & \$3.30 (color)
Oversized Maps	8.00/square foot
Digital Production	15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	88/day
4WD and Off-Road Vehicles*	140/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Rincon Consultants, Inc.

Other Direct Costs	Day Rate
CAPDash – Climate Action Planning Software	7,500
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	155
Four Gas Monitor	133
Flame Ionization Detector	107
Photo Ionization Detector	80
Hand Auger Sampler	60
Water Level Indicator, DC Purge Pump	45
Natural Resources Field Equipment	
UAS Drone	268
Spotting or Fiberoptic Scope	165
Pettersson Bat Ultrasound Detector/Recording Equipment	165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	110
GPS (Sub-meter Accuracy)	65
Infrared Sensor Digital Camera or Computer Field Equipment	55
Scent Station	22
Laser Rangefinder/Altitude	11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	9
Mammal Trap, Large/Small	1.50/ 0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	600
Boat (20 ft. Boston Whaler or Similar)	335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	60
Refractometer (Salinity) or Turbidity Meter	37
Large Block Nets	110
Minnow Trap	95
Net, Hand/Large Seine	55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	165
Fisheries Equipment (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	55
Insurance, Hazard and Fees	
Historic Research Fees	50
L&H Dive Insurance	55/diver
Level C Health and Safety	65 person

Statement of Work

Work Order No. 9: Foster Park Aquatic GDE Monitoring & Reporting Years 1-3

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

GENERAL NATURE OF SERVICES:

Perform aquatic groundwater dependent ecosystem (GDE) monitoring during water years 2022/2023, 2023/2024, and 2024/2025 and associated reporting in accordance with the Board-approved Foster Park Aquatic Habitat Area GDE Monitoring Workplan (Board approval date August 11, 2022).

When applicable, provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

Provider shall ensure all work is performed in accordance with UVRGA's adopted procedures and the UVRGA Groundwater Sustainability Plan.

SCOPE OF SERVICES: Please see attached proposal.

COMPLETION DATE: January 31, 2026

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$ \$70,350 without prior written authorization.

Contingency: An additional 10% in the amount of \$7,150 is reserved for potential unanticipated costs. Use of contingency funds requires prior written authorization by the Executive Director.

Labor Rates are pursuant to attached proposal.

PAYMENT TERMS

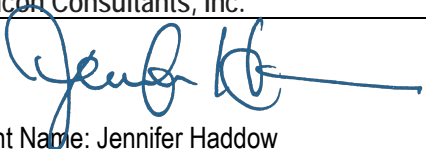
Payments shall be due:

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

ADDITIONAL TERMS AND CONDITIONS

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

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By: 	By: <i>Bryan Bondy</i>
Print Name: Jennifer Haddow	Print Name: Bryan Bondy
Title: Principal-in-Charge	Title: Executive Director
Date: 09/08/22	Date: 9/8/22



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

August 31, 2022

Project No: 20-10008

Attn: Bryan Bondy, Executive Director and GSP Manager

Upper Ventura River Groundwater Agency

202 West El Roblar Drive

Ojai, California 93023

Via Email: bbondy@uvrgroundwater.org

Subject: Work Order Request #9: Foster Park Aquatic Habitat Area Aquatic Groundwater Dependent Ecosystem Field Monitoring Services

Dear Mr. Bondy:

Rincon Consultants, Inc. (Rincon) is providing the following scope of work as work order request number 9, to implement the monitoring program outlined in the Foster Park Aquatic Habitat Area Groundwater Dependent Ecosystem Monitoring Workplan (Workplan, dated July 2022). The Workplan was developed for and approved by the Upper Ventura River Groundwater Agency (UVRGA) in August 2022 to implement monitoring requirements outlined in the Groundwater Sustainability Plan (GSP). The Workplan is hereby incorporated into this proposal by reference.

Following guidance provided in Section 5.8 of the GSP, the Workplan outlines a three-year monitoring program to assess performance of the interconnected surface water depletion sustainable management criteria (SMC) included in the GSP for the Foster Park Aquatic Habitat Area. The monitoring program was designed to provide data to facilitate UVRGA's ongoing evaluation of SMC developed in the GSP for the *Depletion of Interconnected Surface Waters* sustainability indicator in the Foster Park Aquatic Habitat Area Groundwater Dependent Ecosystem (GDE), as required by the Sustainable Groundwater Management Act.

To complete the monitoring activities specified in the Workplan, we have developed a scope of work comprised of the following tasks:

- Task 1. Project Kick-off
- Task 2. Field Monitoring
- Task 3. Data Management and Reporting

The following scope of work presents the anticipated level of effort and estimated costs for a three-year monitoring period (October 1, 2022 – September 30, 2025).

Task 1. Project Kick-off

Rincon will complete project kick-off activities that will consist of internal and client coordination of project schedule and resources. In addition, it is anticipated that Rincon's Project Manager and key staff will prepare for and participate in one virtual meeting with UVRGA's Environmental Stakeholder



Director, California Department of Fish and Wildlife, and other interested resource agencies to confirm Workplan monitoring protocols align with the applicable agency protocols.

Task 1 Assumptions

- Preparation and participation of two Rincon staff for one virtual meeting.
- Kick-off activities will be coordinated with Confluence Area Aquatic Habitat Area GDE monitoring services to streamline resources.

Task 2. Field Monitoring

Field monitoring will consist of an initial habitat survey to determine monitoring locations and routine fieldwork thereafter. All fieldwork will be performed in accordance with the Workplan and the UVRGA's *Monitoring and Data Collection Protocols and Data Quality Control Review Procedures*. Field monitoring components are outlined in **Table 1**.

The mobilization effort for the continuous water quality and flow monitoring is anticipated to include the purchase of two sets of HOBOT sondes capable of measuring pH, dissolved oxygen (DO), temperature, and pressure. Additional equipment may be necessary to secure the sondes.

Task 2 Assumptions

- Monitoring locations will require adjustment if mesohabitat characteristics are substantially changed.
- Where possible, monitoring components will be performed concurrently to reduce cost.
- Additional continuous data downloads may occur if it is determined the sondes require more frequent maintenance.
- Instantaneous flow and water quality measurements will be collected at surface water quality stations during continuous data downloads for data quality assurance and control (QA/QC) purposes
- During sonde deployment, Rincon will perform tasks necessary to develop a rating curve for flow calculations. This includes surveying channel cross sections, surveying slopes of the cross-section's reach, and collecting instantaneous flow measurements.
- To calculate discharge data, Rincon will implement standard practices for rating curve development and maintenance in accordance with United States Geological Survey protocols. This rating curve will be maintained and calibrated during routine visits to the site.



Table 1. Monitoring Program Components and Schedule

Monitoring Component	Data Collected	Purpose	Schedule	Locations	References/Protocols
Habitat Mapping	Map aquatic mesohabitats ¹ in the Foster Park Aquatic Habitat Area Aquatic GDE	Will provide in-depth information on existing habitats within the GDE and allow for identification of specific mesohabitats to monitor	Once at beginning of the program (likely during Fall 2022) and after streambed altering flow events	Entire Foster Park Aquatic Habitat Area Aquatic GDE (approximately 1,590 feet in length)	California Salmonid Stream Habitat Restoration Manual (Flosi et al. 2010)
Routine Habitat Suitability and Snorkel Surveys	Survey HSI parameters, including sediment type, riparian vegetation/cover, water depth, and various in-stream structure, as well as all species observed, within predetermined pools, riffles, and glides. Steelhead presence/ absence will be documented during snorkel surveys. Fish stranding/mortality will also be documented.	Will provide in-depth information on existing conditions and allow for assessment of habitat suitability for steelhead, CRLF, and other aquatic organisms. Conditions can be quantified and compared with streamflow, as well as climatic data and modeled ISW depletion.	At least four times per year (once during winter and at least three times during summer/fall)	Designated monitoring locations (e.g., pools, riffles, glides) within the Foster Park Aquatic Habitat Area Aquatic GDE	SS HSI (Normandeau Associates, Inc. 2015, Padre Associates, Inc. 2013) California Salmonid Stream Habitat Restoration Manual (Flosi et al. 2010) Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog (USFWS 2005) NWFS and CDFW Integration of Steelhead Viability Monitoring, Recovery Plans and Fisheries Management in the Southern Coastal Area (Boughton et al. 2022)



Monitoring Component	Data Collected	Purpose	Schedule	Locations	References/Protocols
Water Quality and Flow Monitoring	Water level, DO, pH, temperature	Will provide continuous flow and water quality data that can then be correlated with streamflow, as well as climatic data and modeled ISW depletion.	Continuous data collection, data downloaded during each field visit	One designated location within the Foster Park Aquatic Habitat Area Aquatic GDE	LARWQCB ² Basin Plan (2014), USGS ³ standards for stream gauge installation, UVRGA Monitoring and Data Collection Protocols (2018)
Aerial Photography	Aerial images	Will provide a visual time series of overall conditions within the GDE and allow for comparison of conditions over time and during different hydrologic and climatic conditions	At least four times per year, concurrent with habitat suitability surveys	Aerial photographs will be taken of the upper, middle, and lower portions of the Habitat Area Aquatic GDE	General photography and FAA rules
Repeat Ground Photography	Photographs of instream and riparian habitat from fixed locations	Will provide a visual time series for each monitoring location that will allow for comparison of habitat conditions over time and during different hydrologic and climatic conditions	At least four times per year, concurrent with habitat suitability surveys	Photographs will be taken from fixed locations at each mesohabitat that is monitored during the habitat suitability surveys	General photography

¹ Aquatic mesohabitats are visually and functionally distinct areas of instream habitat (e.g., pools, riffles, and runs)

² Los Angeles Regional Water Quality Control Board

³ U.S. Geological Survey



Task 3. Data Management and Reporting

Rincon will compile a digital database to ensure all data is managed and properly reviewed for ongoing QA/QC. This database shall include field-collected data, continuous water quality and flow data, and Habitat Suitability Index (HSI) scores calculated using field-collected data. The Rincon team will review all data to assess that data quality objectives are met in accordance with the UVRGA’s *Data Quality Control Review Procedures*.

Following completion of each full year of monitoring, a written memo will be provided to the UVRGA with a summary of the monitoring efforts completed, the data collected, and a preliminary analysis of the findings for that year. Links to the online server with the data and Collector maps will also be provided. Annual progress reports will be submitted in December 2023 and December 2024 covering the preceding water year.

Following completion of the three-year monitoring program, a final assessment report will be provided to the UVRGA with all components detailed in the Workplan. The final assessment report will be submitted to the UVRGA in December 2025.

Task 3 Assumptions

- Annual data preparation and transmittal will require up to 30 hours. This estimate also assumes one round of edits following UVRGA’s review to incorporate any edits or comments.
- Final Assessment Report preparation and transmittal will require up to 130 hours. This estimate also assumes up to 14 hours of edits following UVRGA’s review to incorporate any edits or comments.
- The Rincon team will implement both peer and senior level review of all reports.

Cost Estimates

Table 2 presents cost estimates based on the above scope of work. To ensure budget for these tasks, we recommend establishing a 10 percent contingency to accommodate unforeseen circumstances or challenges. Rincon will bill on a time materials basis in accordance with our 2022 fee schedule (attached).

Table 2. Estimated Costs for Water Years 2023-2025

Tasks	Anticipated Hours	Labor Cost	Direct Expense	Estimated Cost
Task 1. Project Kick-off	8	\$1,500	\$-	\$1,500
Task 2. Field Monitoring	216	\$27,510	\$13,020	\$40,530
Task 3. Data Management and Reporting	198	\$28,320	\$-	\$28,320
Total	422	\$57,330	\$13,020	\$70,350



Authorization and Schedule

We anticipate field monitoring activities to begin in October of 2022, and we are prepared to begin this assignment following your written authorization in accordance with our current Master Services Agreement dated August 18, 2020, with UVRGA.

We sincerely appreciate your consideration of Rincon Consultants for this project. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Emily McCord'.

Emily McCord
Assistant Project Manager
Phone: 805-222-4567
Email: emccord@rinconconsultants.com

A handwritten signature in black ink, appearing to read 'Kiernan Brtalik'.

Kiernan Brtalik
Project Manager/Director
Phone: 805-328-2687
Email: kbrtalik@rinconconsultants.com

Attachments

Rincon 2022 Standard Fee Schedule



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
Senior Supervisor II	258
Supervisor I	240
Senior Professional II	224
Senior Professional I	208
Professional IV	184
Professional III	170
Professional II	153
Professional I	136
Associate III	117
Associate II	102
Associate I	95
Field Technician	82
Data Solutions Architect	175
Senior GIS Specialist	164
GIS/CADD Specialist II	146
GIS/CADD Specialist I	131
Technical Editor	130
Project Accountant	110
Billing Specialist	95
Production Specialist	105
Clerical	95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	0.50 (B&W) & \$3.30 (color)
Oversized Maps	8.00/square foot
Digital Production	15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	88/day
4WD and Off-Road Vehicles*	140/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Rincon Consultants, Inc.

Other Direct Costs	Day Rate
CAPDash – Climate Action Planning Software	7,500
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	155
Four Gas Monitor	133
Flame Ionization Detector	107
Photo Ionization Detector	80
Hand Auger Sampler	60
Water Level Indicator, DC Purge Pump	45
Natural Resources Field Equipment	
UAS Drone	268
Spotting or Fiberoptic Scope	165
Pettersson Bat Ultrasound Detector/Recording Equipment	165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	110
GPS (Sub-meter Accuracy)	65
Infrared Sensor Digital Camera or Computer Field Equipment	55
Scent Station	22
Laser Rangefinder/Altitude	11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	9
Mammal Trap, Large/Small	1.50/ 0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	600
Boat (20 ft. Boston Whaler or Similar)	335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	60
Refractometer (Salinity) or Turbidity Meter	37
Large Block Nets	110
Minnow Trap	95
Net, Hand/Large Seine	55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	165
Fisheries Equipment (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbler, Buckets)	55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	55/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	55
Insurance, Hazard and Fees	
Historic Research Fees	50
L&H Dive Insurance	55/diver
Level C Health and Safety	65 person

Statement of Work

Work Order No. 10: LIDAR Topographic Survey of Post-Flood Ventura River Channels

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

GENERAL NATURE OF SERVICES:

Subcontract, coordinate, and facilitate LiDAR data acquisition and processing for the Upper Ventura River Valley Basin to delineate post-flood topography, specifically the river and stream channels with the Basin. Deliverables shall include a hydro enforced digital elevation model and classified point cloud output (representing ground, low vegetation, and high vegetation elevations).

When applicable, provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

Provider shall ensure all work is performed in accordance with UVRGA's adopted procedures and the UVRGA Groundwater Sustainability Plan.

WORK SHALL NOT PROCEED UNTIL CONTRACTOR CLARIFIES THAT SURFACE WATER FLOW IN STREAMS AND CHANNELS WILL NOT IMPACT THE ABILITY TO ACCURATELY DELINEATE CHANNELS AND DETERMINE CHANNEL BOTTOM ELEVATIONS.

SCOPE OF SERVICES: Please see attached proposal.

TERM: June 8, 2023 through November 30, 2023

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$22,350 without prior written authorization.

Contingency: An additional amount of \$2,650 is reserved for potential unanticipated costs. Use of contingency funds requires prior written authorization by the Executive Director.

Labor Rates are pursuant to attached proposal. No markup shall be allowed on the subcontract services.

PAYMENT TERMS

Payments shall be due:

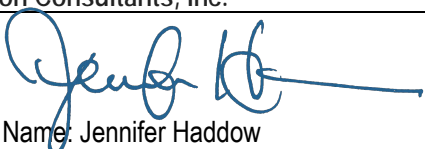
- ☐ upon the completion of the SOW
☒ as follows: Per MSA terms.

ADDITIONAL TERMS AND CONDITIONS

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

Item 5(e), Attachment A

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By:  Print Name: Jennifer Haddow Title: Principal-in-Charge Date: 6/9/2023	By: <i>Bryan Bondy</i> Print Name: Bryan Bondy Title: Executive Director Date: 6/8/2023



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

June 1, 2023
Project No: 20-10008

Attn: Bryan Bondy, Executive Director and GSP Manager
Upper Ventura River Groundwater Agency
202 West El Roblar Drive
Ojai, California 93023
Via Email: bbondy@uvrgroundwater.org

Subject: Work Order Request #10: LiDAR Data Acquisition and Processing

Rincon Consultants, Inc. (Rincon) is proposing this work order request to provide LiDAR data acquisition and processing services for the entire Upper Ventura River Subbasin, amounting to a total area of approximately 5,280 acres. Rincon has coordinated with INTERA to ensure data deliverables will satisfy groundwater numeric model update needs, and we anticipate referencing point cloud classifications as part of ongoing aquatic groundwater dependent monitoring and assessment activities.

After receiving and evaluating cost estimates from three vendors, Rincon recommends AirView Source, LLC. (AirView) to perform the work scope. Deliverables will include a hydro enforced digital elevation model and classified point cloud output (representing ground, low vegetation, and high vegetation elevations), and data will be collected via unmanned aerial vehicle. Rincon will support this work scope by coordinating services on behalf of UVRGA, which is assumed to include coordination emails, phone calls, and as-needed support of access considerations, as well as facilitating data deliverable review and delivery to UVRGA.

Cost Estimate

We estimate a total budget of \$22,350 will be required to complete this work scope (Table 1). Rincon will bill on a time materials basis in accordance with our 2022 fee schedule (attached). Rincon has agreed to waive administrative fees for administering the subcontracting agreement with AirView and will only bill for the time required to coordinate the work scope and to facilitate data delivery to UVRGA.

Table 1. Estimated Costs

Tasks	Anticipated Hours	Labor Cost	Direct Expense	Estimated Cost
Task 1. Data Acquisition and Processing (AirView)	-	-	\$20,000	\$20,000
Task 2. Coordination of AirView Services	12	\$2,350	-	\$2,350
Total	12	\$2,350	\$20,000	\$22,350

Authorization and Schedule

We anticipate data acquisition activities to begin in late June or early July of 2023, and expect data processing and delivery to be completed before the end of July 2023. We are prepared to begin this assignment following your written authorization in accordance with our current Master Services Agreement dated August 18, 2020, with UVRGA.



We sincerely appreciate our continued working relationship with UVRGA, and we will strive to provide quality service and support for this project. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,
Rincon Consultants, Inc.

A handwritten signature in black ink that reads "Emily McCord".

Emily McCord
Project Manager

Phone: 805-222-4567
Email: emccord@rinconconsultants.com

A handwritten signature in black ink that reads "Kiernan Brtalik".

Kiernan Brtalik
Director

Phone: 805-328-2687
Email: kbrtalik@rinconconsultants.com

Attachments

Rincon 2022 Standard Fee Schedule



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
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Supervisor I	240
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Field Technician	82
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*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

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Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Rincon Consultants, Inc.

Other Direct Costs	Day Rate
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UAS Drone	268
Spotting or Fiberoptic Scope	165
Pettersson Bat Ultrasound Detector/Recording Equipment	165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	110
GPS (Sub-meter Accuracy)	65
Infrared Sensor Digital Camera or Computer Field Equipment	55
Scent Station	22
Laser Rangefinder/Altitude	11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	9
Mammal Trap, Large/Small	1.50/ 0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	600
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Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	60
Refractometer (Salinity) or Turbidity Meter	37
Large Block Nets	110
Minnow Trap	95
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Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	165
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Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	55
Insurance, Hazard and Fees	
Historic Research Fees	50
L&H Dive Insurance	55/diver
Level C Health and Safety	65 person

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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Rincon Consultants, Inc. Work Order No. 7 Amendment

Two amendments are proposed for Work Order No. 7. First, much of the work contemplated under Work Order 7 was deferred. Therefore, it is proposed that the term of the work order be extended from September 30, 2023 to September 30, 2025. Second, it is proposed that the budget for Work Order No. 7 be increased from \$15,050 not-to-exceed plus \$1,500 contingency (\$16,550 total authorization) to \$20,525 not-to-exceed plus \$2,475 contingency (\$23,000 total authorization) to redo work affected by flooding and address rate increases since the work order was originally issued.

FISCAL SUMMARY

Rate increases are accounted for in the budgeting process. Work that must be redone due to flooding is accounted for in the budget contingency line item.

RECOMMENDED ACTIONS

Authorize the Executive Director to execute an amendment to Rincon Consultants, Inc. Work Order No. 7 to update the budget to \$20,525 not-to-exceed plus \$2,475 contingency (\$23,000 total authorization) and extend the expiration date to September 30, 2025.

BACKGROUND

Rincon Consultants Inc. was selected through a competitive process in 2020 to provide biological and field monitoring professional services to UVRGA. The MSA became effective on August 18, 2020.

ATTACHMENTS

- A. Rincon Consultants, Inc. Work Order No. 7
- B. Rincon Proposal for Updated Work Order No. 7 Budget

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ A. Anselm__ M. Etchart __ J. Tribo__ V. Crawford__ E. Ayala__

Statement of Work
Work Order No. 7: Stream Gage and Monitoring Well Planning

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

GENERAL NATURE OF SERVICES:

Planning support for one new stream gage and three monitoring wells, including stream gage siting and design, watercourse permitting, CEQA review, and CEQA notice of exemption preparation.

Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

Provider shall ensure all work is performed in accordance with UVRGA's adopted procedures and permits obtained by UVRGA and the Groundwater Sustainability Plan.

SCOPE OF SERVICES: Please see attached proposal.

COMPLETION DATE: September 30, 2023

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$15,050 without prior written authorization.

Contingency: An additional 10% in the amount of \$1,500 is reserved for potential unanticipated costs. Use of contingency funds requires prior written authorization by the Executive Director.

Labor Rates are pursuant to MSA.

PAYMENT TERMS

Payments shall be due:

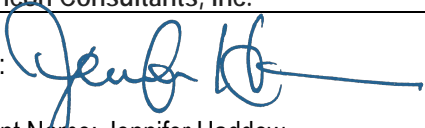

- ☐ upon the completion of the SOW
☒ as follows: Per MSA terms.

ADDITIONAL TERMS AND CONDITIONS

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

Item 5(f), Attachment A

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By: 	By: 
Print Name: Jennifer Haddow	Print Name: Bryan Bondy
Title: Principal-in-Charge	Title: Executive Director
Date: 02/10/22	Date: 2/14/22



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

February 4, 2022

Project No: 20-10008

Attn: Bryan Bondy, Executive Director and GSP Manager

Upper Ventura River Groundwater Agency

202 West El Roblar Drive

Ojai, California 93023

Via Email: bbondy@uvrgroundwater.org

Subject: Work Order Request #7: Groundwater Sustainability Plan Monitoring Well and Stream Gage Planning Support

Dear Mr. Bondy:

Rincon Consultants, Inc. (Rincon) is providing the following scope of work as work order request number 7 for monitoring well and stream gage planning support for the Upper Ventura River Groundwater Agency (UVRGA) Groundwater Sustainability Plan (GSP). As discussed with the UVRGA, we understand the following services are being requested:

- **Task 1. Monitoring Well and Stream Gage Planning Support** (*complete by September 30, 2023*)
 - Task 1a. Confluence Area Stream Gage Planning
 - Task 1b. New Monitoring Wells Planning

The following scope of work presents the anticipated level of effort and estimated costs based on work previously completed in 2020 under work order number 1, work completed during the 2021 water year (October 1, 2020 – September 30, 2021), as well as the planning level approach and costs developed earlier in 2021 for budget estimates incorporated into the GSP.

Task 1. Stream Gage and Monitoring Well Planning Support

For the purposes of this scope of work and cost estimate, it is assumed environmental planning and permitting activities will be limited to completion of required documentation for California Environmental Quality Act (CEQA) and facilitation of County of Ventura encroachment and groundwater monitoring well permits. As described in Rincon's letter report dated August 29, 2020 ("*Analysis of Permits and Estimated Costs for Permit Acquisition, Stream Gage Equipment, and Groundwater Monitoring*"), additional agency permits may be required if well drilling, as well as improvement of access roads or operation of equipment occurs in the jurisdictional areas of the riverbed and associated riparian habitat.

Task 1a. Confluence Area Stream Gage Planning

Rincon will site and design the stream gage monitoring location(s) that will be installed within the San Antonio Creek and Ventura River confluence area to monitor surface water flow. This location will be sited and designed specifically to assess the characteristics of groundwater-surface water interaction during the baseline recession period (approximately May through October). We understand UVRGA is



particularly interested in monitoring surface flow immediately upstream and downstream of the San Antonio Creek confluence.

To complete this task, Rincon will evaluate site-specific considerations that drive the overall stream gaging approach. For example, physical and biological components such as river substrate, geometry, and vegetation will affect the precise location of flow monitoring equipment and the ability to maintain an accurate rating curve. To address these types of considerations, our evaluation will include a site reconnaissance, analysis of specific gaging approaches and equipment, a cost benefit analysis of the stream gaging alternatives, and the ability to maintain accurate stage discharge measurements.

Permitting

Due to critical habitat and potential for listed species Rincon anticipates an approach that consists of the installation and operation of stream gaging equipment that avoids modifying the active channel. In addition to permits from California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board, installation of equipment in the active channel could trigger significant permit requirements from other resource agencies. Instead of altering the active channel, stream gaging equipment will be attached to boulders, substrate, or existing structures.

While not anticipated, an encroachment permit to access County rights-of-way could be required to access stream gaging locations that fall within County jurisdiction. If required, Rincon would prepare and apply for a "Watercourse Permit (no ROW): minimal impact on channel" to conduct stream gaging activities. While it is anticipated fees would be waived for UVRGA, Rincon would pay permit fees on UVRGA's behalf to avoid any project delays, if fees are not waived. We anticipate permit fees will not exceed \$725 and will coordinate with UVRGA to authorize any amount over this expected cost.

Task 1a Assumptions and Deliverables

- Rincon will conduct a desktop review of potential stream gaging locations and discuss candidate locations with UVRGA prior to completing a site reconnaissance.
- Site reconnaissance activities will be completed in one field visit to assess optimal gaging locations based on access, safety, and standard stream gaging requirements.
- The final location and design of the stream gaging location will be provided to UVRGA in approximately a three-page letter report that includes a map and photographs of the stream gaging location(s) and a schematic of the stream gage design(s).
- A draft of the letter report will be provided to UVRGA by August 30, 2023, and we anticipate one round of revisions to finalize.

Task 1b. New Monitoring Wells Planning

Rincon will support the environmental planning and permitting activities for three new monitoring wells. It is understood these monitoring wells will be located outside of CDFW jurisdictional areas and in a manner that avoids the need for a Lake/Streambed Alteration Agreement (LSAA). If monitoring wells are planned to occur within these areas, Rincon could provide additional regulatory permitting support to consultation with CDFW and coverage under a LSAA for additional costs of up to approximately \$25,000.



Notice of Exemption

Rincon anticipates the three new groundwater monitoring wells (i.e., proposed project) will qualify for Class 3, Class 4, and/or Class 6 Categorical Exemptions pursuant to Sections 15303, 15304, and 15306 of the CEQA Guidelines. Section 15303 applies to the construction and location of limited numbers of new, small facilities or structures; Section 15304 applies to minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes; and Section 15306 applies to basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. We assume avoidance and minimization measures can be developed and incorporated into the project such that no significant environmental impacts would occur as a result of the project. Accordingly, Rincon will prepare a Notice of Exemption (NOE) for the proposed project pursuant to Sections 15303, 15304, and 15306 of the CEQA Guidelines. The NOE will be accompanied by a graphic depicting the locations of the well sites. Rincon will submit an electronic copy of the NOE for one round of review by UVRGA in PDF and/or Word format.

Categorical Exemption Memorandum

To document the compliance of the project with the Class 3, 4, and 6 Categorical Exemption categories, Rincon will prepare a memorandum to accompany the NOE, which briefly describes the compliance of the project with the requirements of CEQA Guidelines Sections 15303, 15304, and 15306. The memorandum will also address project compliance with CEQA Guidelines Section 15300.2, which contains limitations on the use of Categorical Exemptions in certain circumstances. We do not expect any of the exceptions to the use of a Categorical Exemption to apply to the proposed project. Should one of the exceptions (in particular, a significant effect on the environment due to unusual circumstances due to the project's proximity to the Ventura River) prove applicable during the course of our initial site investigation, we will contact UVRGA immediately to discuss the appropriate path forward. Rincon will submit an electronic copy of the Categorical Exemption memorandum for review by UVRGA in PDF and/or Word format. No field work will be conducted as part of this scope of work.

County of Ventura Well Permit

A Well Permit will be required for each monitoring well location (\$455 per parcel), which allows for up to four wells/borings on each parcel, with the ability to add additional wells located on the parcel for a nominal fee. Rincon will complete required documents and forms to apply for these permits and pay fees on UVRGA's behalf to avoid any project delays.

Task 1b Assumptions and Deliverables

- Rincon will complete required CEQA documentation only, including an NOE and Categorical Exemption Memorandum.
- Rincon will submit the NOE and Categorical Exemption memorandum in PDF and/or Microsoft Word format for review by UVRGA for up to one round of review.
- Up to three County well permits will be acquired as part of this task.
- If additional permitting support for coverage under a LSAA is required, Rincon will complete this service for additional estimated budget of up to approximately \$25,000.
- Any discharges of groundwater anticipated to be encountered during monitoring well construction and development will not be permitted under this task. Note that if water cannot be hauled off site



and disposed properly, a general waste discharge requirement (WDR) permit from the Regional Water Quality Control Board will be required to discharge water to land or surface water.

- CEQA documentation and associated review periods will be completed by September 30, 2023.

Cost Estimates

Table 1 presents cost estimates based on the level of effort and assumptions described above. To ensure appropriate budget for these tasks, we recommend establishing a 10 percent contingency to accommodate unforeseen circumstances that may arise during this program. Rincon will bill on a time materials basis in accordance with our fee schedule provided as Exhibit B in our Master Services Agreement with UVRGA.

Table 1. Estimated Costs

Tasks	Labor Cost	Direct Expense	Hours	Estimated Cost
Task 1a. Confluence Area Stream Gage Planning	\$13,300	\$1,750	90	\$15,050
Task 1b. New Monitoring Wells Planning				

Authorization and Schedule

We are prepared to begin this assignment following your written authorization in accordance with our current Master Services Agreement dated August 18, 2020, with UVRGA. Our team is prepared to begin work on this assignment immediately and would welcome a kickoff meeting with you at your earliest convenience to discuss project specific details and schedules.

We sincerely appreciate your consideration of Rincon Consultants for this project. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,
Rincon Consultants, Inc.

Kiernan Brtalik, CPSWQ, QSD/P
Project Manager
Phone: 805-644-4455 x45
Email: kbrtalik@rinconconsultants.com

Jennifer Haddow, PhD
Vice President/Principal
Phone: 805-644-4455 x44
Email: jhaddow@rinconconsultants.com



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

June 30, 2023

Project No: 20-10008

Attn: Bryan Bondy, Executive Director and GSP Manager
Upper Ventura River Groundwater Agency
202 West El Roblar Drive
Ojai, California 93023
Via Email: bbondy@uvrgroundwater.org

Subject: Extension Request for Work Order #07: Groundwater Sustainability Plan Monitoring Well and Stream Gage Planning Support

Dear Mr. Bondy:

Rincon Consultants, Inc. (Rincon) requests an extension for work order number 7 for monitoring well and stream gage planning support for the Upper Ventura River Groundwater Agency (UVRGA) Groundwater Sustainability Plan (GSP). Work order number 07 services were planned for completion by September 30, 2023. However, as discussed with the UVRGA, activities were not completed due to unforeseen circumstances during the 2022 and 2023 water years. Rincon proposes to provide the following services as requested by UVRGA:

- **Task 1. Monitoring Well and Stream Gage Planning Support** (*complete by September 30, 2024*)
 - Task 1a. Confluence Area Stream Gage Planning
 - Task 1b. New Monitoring Wells Planning

The following scope of work presents the anticipated level of effort and estimated costs based on work previously completed in 2020 under work order number 1, work completed during the 2021, 2022, and 2023 water years, as well as the planning level approach and costs developed in 2021 for budget estimates that were incorporated into the GSP.

Task 1. Stream Gage and Monitoring Well Planning Support

For the purposes of this scope of work and cost estimate, it is assumed environmental planning and permitting activities will be limited to completion of required documentation for California Environmental Quality Act (CEQA) and facilitation of County of Ventura encroachment and groundwater monitoring well permits. As described in Rincon's letter report dated August 29, 2020 ("*Analysis of Permits and Estimated Costs for Permit Acquisition, Stream Gage Equipment, and Groundwater Monitoring*"), additional agency permits may be required if well drilling, as well as improvement of access roads or operation of equipment occurs in the jurisdictional areas of the riverbed and associated riparian habitat.

Task 1a. Confluence Area Stream Gage Planning

Rincon will site and design the stream gage monitoring location(s) that will be installed within the San Antonio Creek and Ventura River confluence area to monitor surface water flow. This location will be sited and designed specifically to assess the characteristics of groundwater-surface water interaction during the baseline recession period (approximately May through October). We understand UVRGA is



particularly interested in monitoring surface flow immediately upstream and downstream of the San Antonio Creek confluence.

To complete this task, Rincon will evaluate site-specific considerations that drive the overall stream gaging approach. For example, physical and biological components such as river substrate, geometry, and vegetation will affect the precise location of flow monitoring equipment and the ability to maintain an accurate rating curve. To address these types of considerations, our evaluation will include a site reconnaissance, analysis of specific gaging approaches and equipment, a cost benefit analysis of the stream gaging alternatives, and the ability to maintain accurate stage discharge measurements.

Permitting

Due to critical habitat and potential for listed species Rincon anticipates an approach that consists of the installation and operation of stream gaging equipment that avoids modifying the active channel. In addition to permits from California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board, installation of equipment in the active channel could trigger significant permit requirements from other resource agencies. Instead of altering the active channel, stream gaging equipment will be attached to boulders, substrate, or existing structures.

While not anticipated, an encroachment permit to access County rights-of-way could be required to access stream gaging locations that fall within County jurisdiction. If required, Rincon would prepare and apply for a "Watercourse Permit (no ROW): minimal impact on channel" to conduct stream gaging activities. While it is anticipated fees would be waived for UVRGA, Rincon would pay permit fees on UVRGA's behalf to avoid any project delays, if fees are not waived. We anticipate permit fees will not exceed \$725 and will coordinate with UVRGA to authorize any amount over this expected cost.

Task 1a Assumptions and Deliverables

- Rincon will conduct a desktop review of potential stream gaging locations and discuss candidate locations with UVRGA prior to completing a site reconnaissance.
- Site reconnaissance activities will be completed in one field visit to assess optimal gaging locations based on access, safety, and standard stream gaging requirements.
- As of June 26, 2023, Rincon completed an updated desktop review and site reconnaissance activities to assess stream gaging locations, post 2023 flood events. Field visits were completed concurrently with other field assignments in the area to save costs.
- The final location and design of the stream gaging location will be provided to UVRGA in approximately a three-page letter report that includes a map and photographs of the stream gaging location(s) and a schematic of the stream gage design(s).
- A draft of the letter report will be provided to UVRGA by August 30, 2024, and we anticipate one round of revisions to finalize.

Task 1b. New Monitoring Wells Planning

Rincon will support the environmental planning and permitting activities for three new monitoring wells. It is understood these monitoring wells will be located outside of CDFW jurisdictional areas and in a manner that avoids the need for a Lake/Streambed Alteration Agreement (LSAA). If monitoring wells are planned to occur within these areas, Rincon could provide additional regulatory permitting support to consultation with CDFW and coverage under a LSAA for additional costs of up to approximately \$31,250.



Notice of Exemption

Rincon anticipates the three new groundwater monitoring wells (i.e., proposed project) will qualify for Class 3, Class 4, and/or Class 6 Categorical Exemptions pursuant to Sections 15303, 15304, and 15306 of the CEQA Guidelines. Section 15303 applies to the construction and location of limited numbers of new, small facilities or structures; Section 15304 applies to minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes; and Section 15306 applies to basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. We assume avoidance and minimization measures can be developed and incorporated into the project such that no significant environmental impacts would occur as a result of the project. Accordingly, Rincon will prepare a Notice of Exemption (NOE) for the proposed project pursuant to Sections 15303, 15304, and 15306 of the CEQA Guidelines. The NOE will be accompanied by a graphic depicting the locations of the well sites. Rincon will submit an electronic copy of the NOE for one round of review by UVRGA in PDF and/or Word format.

Categorical Exemption Memorandum

To document the compliance of the project with the Class 3, 4, and 6 Categorical Exemption categories, Rincon will prepare a memorandum to accompany the NOE, which briefly describes the compliance of the project with the requirements of CEQA Guidelines Sections 15303, 15304, and 15306. The memorandum will also address project compliance with CEQA Guidelines Section 15300.2, which contains limitations on the use of Categorical Exemptions in certain circumstances. We do not expect any of the exceptions to the use of a Categorical Exemption to apply to the proposed project. Should one of the exceptions (in particular, a significant effect on the environment due to unusual circumstances due to the project's proximity to the Ventura River) prove applicable during the course of our initial site investigation, we will contact UVRGA immediately to discuss the appropriate path forward. Rincon will submit an electronic copy of the Categorical Exemption memorandum for review by UVRGA in PDF and/or Word format. No fieldwork will be conducted as part of this scope of work.

County of Ventura Well Permit

A Well Permit will be required for each monitoring well location (\$455 per parcel), which allows for up to four wells/borings on each parcel, with the ability to add additional wells located on the parcel for a nominal fee. Rincon will complete the required documents and forms to apply for these permits and pay fees on UVRGA's behalf to avoid any project delays.

Task 1b Assumptions and Deliverables

- Rincon will complete required CEQA documentation only, including an NOE and Categorical Exemption Memorandum.
- Rincon will submit the NOE and Categorical Exemption memorandum in PDF and/or Microsoft Word format for review by UVRGA for up to one round of review.
- Up to three County well permits will be acquired as part of this task.
- If additional permitting support for coverage under a LSAA is required, Rincon will complete this service for an additional estimated budget of up to approximately \$31,250.
- Any discharges of groundwater anticipated to be encountered during monitoring well construction and development will not be permitted under this task. Note that if water cannot be



hauled off site and disposed of properly, a general waste discharge requirement (WDR) permit from the Regional Water Quality Control Board will be required to discharge water to land or surface water.

- CEQA documentation and associated review periods will be completed by September 30, 2024.

Cost Estimates

Table 1 presents cost estimates based on the level of effort and assumptions described above. To ensure appropriate budget for these tasks, we recommend establishing a 10 percent contingency to accommodate unforeseen circumstances that may arise during this program. Rincon will bill on a time materials basis in accordance with the July 1, 2023 fee schedule (attached), which is included in our Master Services Agreement, amended in July 2023. The costs herein reflect a 3.5% escalation, effective annually on July 1.

Table 1. Estimated Costs

Tasks	Labor Cost	Direct Expense	Hours	Estimated Cost
Task 1a. Confluence Area Stream Gage Planning	\$5,600	\$-	26	\$5,600
Task 1b. New Monitoring Wells Planning	\$13,025	\$1,900	64	\$14,925

Note:

Authorization and Schedule

We are prepared to begin this assignment following your written authorization in accordance with our Master Services Agreement with UVRGA.

We sincerely appreciate our continued working relationship with UVRGA, and we will strive to provide quality service and support for this project. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,

Rincon Consultants, Inc.

Emily McCord
Project Manager

Phone: 805-222-4567

Email: emccord@rinconconsultants.com

Kiernan Brtalik
Director

Phone: 805-328-2687

Email: kbrtalik@rinconconsultants.com

Attachments

Rincon July 1, 2023 Standard Fee Schedule



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical, and Support Personnel*	2023	2024	2025	2026
	Effective Jul 1	Effective Jul 1	Effective Jul 1	Effective Jul 1
Senior Principal	\$308	\$319	\$330	\$342
Principal	\$297	\$307	\$318	\$329
Director	\$297	\$307	\$318	\$329
Senior Supervisor II	\$282	\$292	\$302	\$313
Supervisor I	\$263	\$272	\$282	\$291
Senior Professional II	\$246	\$255	\$264	\$273
Senior Professional I	\$230	\$238	\$246	\$255
Professional IV	\$204	\$211	\$218	\$226
Professional III	\$189	\$196	\$203	\$210
Professional II	\$168	\$174	\$180	\$186
Professional I	\$150	\$155	\$160	\$166
Associate III	\$126	\$130	\$135	\$139
Associate II	\$113	\$117	\$121	\$125
Associate I	\$105	\$109	\$113	\$117
Field Technician	\$91	\$94	\$97	\$101
Data Solutions Architect	\$189	\$196	\$203	\$210
Senior GIS Specialist	\$181	\$187	\$194	\$200
GIS/CADD Specialist II	\$161	\$167	\$173	\$179
GIS/CADD Specialist I	\$145	\$150	\$155	\$161
Technical Editor	\$142	\$147	\$152	\$157
Project Accountant	\$121	\$125	\$129	\$134
Billing Specialist	\$103	\$107	\$111	\$115
Publishing Specialist	\$116	\$120	\$124	\$129
Clerical	\$103	\$107	\$111	\$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on July 1 as shown above for years 2024 through 2026.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbler, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

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

DATE: June 8, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Rincon Consultants, Inc. Work Order No. 11 for As-Needed Services

SUMMARY

Proposed Rincon Consultants, Inc. (Rincon) Work Order No. 11 is for as-needed services. Rincon previously provided as-needed services for GSP development under former Work Order No. 1. A new Work Order is requested to facilitate as-needed services during GSP implementation. As-needed services would be requested by the Executive Director to address miscellaneous needs that arise from time-to-time and that are not covered under another work order. This approach provides operational flexibility and reduces the administrative burden of executing numerous work orders for small tasks.

FISCAL SUMMARY

As-needed services are incorporated into the adopted fiscal year budget and multi-year projection.

RECOMMENDED ACTIONS

Authorize the Executive Director to issue Work Order No. 11 to Rincon Consultants, Inc. in an amount not to exceed \$50,000.

BACKGROUND

Rincon Consultants Inc. was selected through a competitive process in 2020 to provide biological and field monitoring professional services to UVRGA. The Board approved a master service agreement with Rincon Consultants Inc., which was executed on August 19, 2020. The master services agreement envisions and provides for the issuance of work orders.

ATTACHMENTS

A. Proposed Rincon Consultants, Inc. Work Order No. 11

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ A. Anselm__ M. Etchart __ J. Tribo__ V. Crawford__ E. Ayala__

Statement of Work
Work Order No. 11: As-Needed Services – GSP Implementation

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

GENERAL NATURE OF SERVICES:

As-needed services to be requested by the UVRGA Executive Director, as further described in the Scope of Services. When applicable, Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist. Provider shall ensure all work is performed in accordance with UVRGA's adopted procedures and the UVRGA Groundwater Sustainability Plan.

SCOPE OF SERVICES: Anticipated services include, but are not limited to, assist with groundwater sustainability plan implementation in collaboration with the Executive Director and Intera, Inc., and assist Executive Director with grant applications and project planning.

TERM: July 1, 2023 through January 31, 2027

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$50,000 without prior written authorization. Labor Rates are pursuant to MSA.

PAYMENT TERMS

Payments shall be due:

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

ADDITIONAL TERMS AND CONDITIONS

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

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By: Print Name: Jennifer Haddow Title: Principal-in-Charge Date:	By: Print Name: Bryan Bondy Title: Executive Director Date:

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

DATE: July 13, 2023

TO: Board of Directors

FROM: Executive Director

SUBJECT: Rincon Consultants, Inc. Work Order No. 12 for Water Year 2023/2024 and 2024/2025 Groundwater Level, Streamflow, and Riparian GDE Monitoring Services

SUMMARY

Proposed Rincon Consultants, Inc. (Rincon) Work Order No. 12 is for water year 2023/2024 and 2024/2025 groundwater level, streamflow, and riparian GDE monitoring services. This is a continuation of the services Rincon is providing under former Work Order No. 5 through the end of the current water year.

FISCAL SUMMARY

Monitoring services are incorporated into the adopted fiscal year budget and multi-year projection.

RECOMMENDED ACTIONS

Authorize the Executive Director to issue Work Order No. 12 to Rincon Consultants, Inc. in an amount not to exceed \$114,725 plus contingency in the amount of \$29,000 for unanticipated costs and/or new or replacement groundwater level transducer installations.

BACKGROUND

Rincon Consultants Inc. was selected through a competitive process in 2020 to provide biological and field monitoring professional services to UVRGA. The Board approved a master service agreement with Rincon Consultants Inc., which was executed on August 19, 2020. The master services agreement envisions and provides for the issuance of work orders.

ATTACHMENTS

A. Proposed Rincon Consultants, Inc. Work Order No. 12

Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ A. Anselm__ M. Etchart __ J. Tribo__ V. Crawford__ E. Ayala__

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

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Action: _____

Motion: _____ Second: _____

B. Kuebler__ P. Kaiser__ A. Anselm__ M. Etchart __ J. Tribo__ V. Crawford__ E. Ayala__

Statement of Work

Work Order No. 12: Water Year 23/24 and 24/25 Monitoring Services

To: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
Attention: Kiernan Brtalik
Email: kbrtalik@rinconconsultants.com

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

In accordance with our Master Services Agreement ("MSA") dated August 18, 2020, the following Statement of Work ("SOW") is entered into by Upper Ventura River Groundwater Agency ("Customer") and Rincon Consultants, Inc. ("Provider") for a new project and/or services (collectively, "Services"):

GENERAL NATURE OF SERVICES:

Field monitoring and reporting services:

- Camino Cielo stream Flow Monitoring for Water Year 2024 and 2025
- Visual Stream Monitoring for Water Year 2024 and 2025
- Riparian GDE Monitoring for Water Year 2024 and 2025
- Groundwater Level Monitoring for Water Year 2024 and 2025

Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.

Provider shall ensure all work is performed in accordance with UVRGA's adopted procedures and permits obtained by UVRGA, the Groundwater Sustainability Plan, and applicable deadlines, including, but not limited to, SGMA and DWR deadlines.

SCOPE OF SERVICES: Please see attached proposal.

COMPLETION DATE: December 31, 2025

COMPENSATION AND PAYMENT: Time and material services, not-to-exceed \$ 114,725, without prior written authorization.

Contingency: An additional \$29,000 is reserved for optional installation of additional transducers and for potential unanticipated costs. Use of contingency funds requires prior written authorization by the Executive Director.

Labor Rates are pursuant to MSA.

PAYMENT TERMS

Payments shall be due:

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

ADDITIONAL TERMS AND CONDITIONS

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

[Signature page follows]

ACCEPTED AND AGREED:

"PROVIDER" Rincon Consultants, Inc.	"CUSTOMER" UPPER VENTURA RIVER GROUNDWATER AGENCY
By:	By:
Print Name: Jennifer Hadow	Print Name: Bryan Bondy
Title: Principal-in-Charge	Title: Executive Director
Date:	Date:



Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

June 30, 2023
Project No: 20-10008

Attn: Bryan Bondy, Executive Director and GSP Manager
Upper Ventura River Groundwater Agency
202 West El Roblar Drive
Ojai, California 93023
Via Email: bbondy@uvrgroundwater.org

Subject: Work Order Request #12: Groundwater Sustainability Plan Field Monitoring Services

Dear Mr. Bondy:

Rincon Consultants, Inc. (Rincon) is providing the following scope of work as work order request number 12, for monitoring and planning services for the Upper Ventura River Groundwater Agency (UVRGA) Groundwater Sustainability Plan (GSP). As discussed with the UVRGA, we understand the following services are being requested:

- **Task 1. Field Monitoring Services** (*through September 30, 2025*)
 - Task 1a. Camino Cielo stream Flow Monitoring for Water Years 2024 and 2025
 - Task 1b. Visual Stream Monitoring for Water Years 2024 and 2025
 - Task 1c. Riparian GDE Monitoring for Water Years 2024 and 2025
 - Task 1d. Groundwater Level Monitoring for Water Years 2024 and 2025

The following scope of work presents the anticipated level of effort and estimated costs based on work previously completed during the 2023 water year (October 1, 2022 – September 30, 2023), as well as the planning level approach and costs developed in 2022 for budget estimates incorporated into the GSP.

Task 1. Field Monitoring Services

All field monitoring work will be performed under the supervision of a licensed professional geologist or engineer and will be completed in accordance with UVRGA's *Monitoring and Data Collection Protocols and Data Quality Control Review Procedures*.

Task 1a. Camino Cielo Stream Flow Monitoring for Water Years 2024 and 2025

In accordance with GSP Section 5.8, Rincon will complete stream gaging activities at the Camino Cielo crossing on the Ventura River for the baseflow recession period for the 2024 and 2025 water years (through September 30, 2025). These activities include the activities detailed below.

Rating Curve Maintenance

In accordance with United States Geological Survey protocol, Rincon will implement standard practices for the maintenance of a rating curve developed during the previous water year. This will include routine visits to the site to collect flow measurements at varying discharge rates throughout the year. If the flow regime undergoes significant changes, the rating curve may need to be recalculated. This will include surveying channel cross sections, surveying slopes of the cross-section's reach, and



completing discharge calculations. This field effort will be followed by desktop calculations and analysis of the data to calibrate inputs.

A minimum of 4 maintenance events will be completed throughout the dry season (approximately April through October) to capture site flow conditions to refine the rating curve and corresponding discharge data. In addition to cross section survey and instantaneous flow estimation, this task includes data downloads from the pressure transducer deployed in the stilling well located at the County-owned culvert at the Camino Cielo crossing on the Ventura River.

Demobilization of Pressure Transducer

Prior to the first stormflow event each year, Rincon will demobilize the pressure transducer at the Camino Cielo stilling well. This activity will be completed by one field technician and will consist of pressure transducer recovery and data download. Note that the pressure transducer will be redeployed in the Spring as part of a rating curve maintenance event. In addition, Rincon may complete this activity as part of the last rating curve maintenance event for cost savings.

Annual Data Transmittal

Rincon will provide UVRGA surface monitoring data annually and will include continuous data recorded by the pressure transducer, as well as rating curve data including cross section surveys and instantaneous flow measurements. Continuous data will be reviewed for quality control purposes, and level will be converted to flow. This deliverable includes calibration of the rating curve using multiple instantaneous flow measurements and cross section surveys.

Task 1a Assumptions and Deliverables

- Rating curve development and maintenance activities will require up to 18 hours per event. This includes preparation, data collection (cross section survey and multiple instantaneous flow measurements), discharge calculations, data management, and rating curve calibration.
- Annual data preparation and transmittal will require up to 16 hours. This includes data compilation, data quality assurance and control activities, and transmittal. This estimate also assumes up to 2 hours of edits following UVRGA's review to incorporate any edits or comments.
- Rincon will provide the following deliverables following the close of each water year by November 30th:
 - Rating curve data including cross section surveys, instantaneous flow measurement data, and the calibrated stage-to-flow table, provided in Microsoft Excel format.
 - Continuous level data recorded by the pressure transducer including a conversion of stage to flow, provided in Microsoft Excel format.

Task 1b. Visual Stream Monitoring for Water Years 2024 and 2025

In accordance with GSP Section 5.8, Rincon will complete visual stream monitoring activities in the Ventura River for the 2024 and 2025 water years (through September 30, 2025). In accordance with the ephemeral flow monitoring requirements established by SGMA, Rincon will monitor the extent of instream surface water flow to identify the timing and locations where ephemeral or intermittent flow ceases throughout the Ventura River. This includes monitoring of the southern extent of perennial surface flow entering the Basin and the northern starting point of perennial flow in the Casitas Springs Area. Monitoring activities will consist of visual observations (with GPS data collection) conducted on a routine basis throughout the year. It is understood that reconnaissance-level field surveys may be required in specific areas to differentiate stagnant and flowing surface water.



Dependent upon instream flow conditions, it is anticipated monitoring activities will be conducted approximately every two-to-three weeks between the months of June and November, and monthly between December and May. Field data will be maintained in a Microsoft Excel database and provided to UVRGA following the close of each water year by November 30th.

Task 1b Assumptions and Deliverables

- Up to 18 monitoring events will be completed on an annual basis, including events occurring every two-to-three weeks between June and November (up to 12 events) and monthly events between December and May (up to 6 events).
- Data will be collected and maintained via electronic field data sheets to reduce costs of data management services.
- Data will be compiled and tabulated in a Microsoft Excel format for submittal to UVRGA following the close of each water year by November 30th.

Task 1c. Riparian GDE Monitoring for Water Years 2024 and 2025

In accordance with GSP Section 5.3, Rincon will complete desktop monitoring activities for the South Santa Ana and Foster Park Riparian GDE Units for the 2024 and 2025 water years (through September 30, 2025). The following monitoring activities will be performed to validate sustainable management criteria included in the initial GSP by monitoring the Riparian GDE Unit conditions and trends to assess future potential effects and inform overall groundwater management activities.

- **Desktop analysis of satellite-derived data.** On an annual basis, Rincon will evaluate satellite-derived indices that track vegetative health. These indices are the Normalized Difference Vegetation Index (NDVI) and Normalized Difference Moisture Index (NDMI) and represent the greenness and water content of vegetation and indicate vegetative health. These indices are aggregated by TNC's *GDEPulse* and data are available for the riparian GDEs occurring in the two Riparian GDE Units. Note that if data are not available on *GDEPulse*, Rincon will use the sample code provided by TNC to access these data.
- **Comparison to groundwater levels.** In addition to analysis of NDVI and NDMI, groundwater level data from representative groundwater monitoring wells will be compared to the NDVI and NDMI values on an annual basis to evaluate the relationship and potential effects caused by changing groundwater levels.
- **Satellite and aerial imagery.** Satellite imagery will also be accessed through publicly available sources, such as Google Earth, to visually assess riparian vegetative health. This visual analysis will consider canopy cover and density, vegetation type, and generally track the conditions of the riparian vegetation over time. Aerial photographs collected via drone may be collected up to three times per year to develop high resolution imagery that span the area comprised by the two Riparian GDE Units. Aerial photography would be conducted immediately following the rainy season, approximately in the middle of the dry season, and immediately prior to the rainy season (i.e., prior to the first storm event) and would be combined with other concurrent field monitoring activities to avoid additional cost.

It is anticipated this task will be completed through the year and final evaluation will be conducted on an annual basis after the close of each water year and in concurrence with preparation of the annual report. Annual observations and findings will be documented in a short technical memorandum and provided in electronic format to UVRGA.



Task 1c Assumptions and Deliverables

- Desktop analysis will be completed annually after the close of each water year. Precise timing will be determined based on the updated availability of *GDEPulse* data and completion of groundwater level data processing activities (completed by Rincon as Task 1d below) but is assumed to be provided to UVRGA by November 30th.
- Rincon will use TNC's source code to access NDVI/NDMI data if *GDEPulse* is not updated by October 31st. It is assumed this additional effort would require up to 6 hours.
- Aerial drone imagery collected by Rincon staff during concurrent monitoring activities will be incorporated into the desktop analysis when available.
- GDE Pulse and groundwater level data will be compiled and graphically presented in a short technical memorandum (two to three pages). Raw data, satellite imagery, and aerial photographs will be provided as an electronic attachment to the technical memorandum.

Task 1d. Groundwater Level Monitoring for Water Years 2024 and 2025

In accordance with GSP Section 5.3, Rincon will complete groundwater level monitoring activities for the 2024 and 2025 water years (through September 30, 2025). All work will be performed under the supervision of a licensed professional geologist or engineer and will be completed in accordance with UVRGA's *Monitoring and Data Collection Protocols and Data Quality Control Review Procedures*.

Semi-Annual Data Retrieval and Routine Pressure Transducer Maintenance

Rincon will conduct monitoring activities to collect manual water level measurements, download data from pressure transducers located at each monitoring well, and complete light maintenance activities at each monitoring well head and pressure transducer. The first semi-annual event will occur in mid-to-late May, and the second event will occur in mid-to-late November. As-needed, data will also be requested from or accessed through the appropriate parties and data portals.

This task includes mobilization and demobilization activities, use of field equipment and vehicles, as well as data management of the manual water level measurements and pressure transducer data. Rincon will contact UVRGA prior to the groundwater monitoring events to confirm schedules and access. In addition, Rincon will notify well owners to coordinate access and to request data from owner-operated monitoring systems. Following each event, Rincon will also provide a post-event summary to update UVRGA on our team's progress and discuss any project needs.

Semi-Annual Data Deliverable Memorandum

For each data retrieval event, Rincon will provide a letter report to briefly summarize groundwater level monitoring activities and notable observations. This will include a map and table of monitoring locations, as well as figures presenting groundwater level (depth-to-water) and elevation (Above Mean Sea Level). Appendices will be provided to present field data sheets, raw transducer data, and the processed data spreadsheet.

Following the first semi-annual event, a draft letter report will be provided to UVRGA by June 7 to allow for review and edits prior to final submittal by June 15. Following the second event, a draft letter report will be provided to UVRGA by December 3 to allow for review and edits prior to final submittal by December 10.



Pressure Transducer Procurement and Installation

Rincon will purchase, program, and deploy transducers at additional groundwater monitoring wells, if requested by UVRGA. We anticipate one field staff can visit new groundwater monitoring wells to safely install transducers. This task includes cost estimates for pressure transducers and hardware, as well as time for ordering and acquiring this equipment.

Task 1d Assumptions and Deliverables

- UVRGA will obtain access agreements for additional groundwater monitoring locations prior to Rincon's installation of new pressure transducers and/or commencement of monitoring activities.
- Groundwater level monitoring will require up to 2 hours for mobilization and access coordination, up to 6 hours for field monitoring activities, and up to 2 hours per event for data management per event.
- Semi-annual reporting activities will require up to 22 hours. This includes draft submittal to UVRGA and up to one round of revisions. Edits and comments will be provided in tracked changes one week prior to final deliverable due date for the semi-annual reports.
- Semi-annual report due dates will be adjusted as needed for weekends.
- Pressure transducer and equipment procurement, programming, and deployment will require up to 12 hours.

Cost Estimates

Table 1 presents cost estimates based on the level of effort and assumptions described above. To ensure appropriate budget for these tasks, we recommend establishing a 10 percent contingency to accommodate unforeseen circumstances that may arise during this program. Rincon will bill on a time materials basis in accordance with the July 1, 2023 fee schedule (attached), which is included in our Master Services Agreement, amended in July 2023. The costs herein reflect a 3.5% escalation, effective annually on July 1.

Table 1. Estimated Costs for Water Years 2024 and 2025

Tasks	Labor Cost	Direct Expense	Hours	Estimated Cost
Task 1a. Camino Cielo stream Flow Monitoring for Water Years 2024 and 2025	\$33,625	\$2,550	188	\$36,175
Task 1b. Visual Stream Monitoring for Water Years 2024 and 2025	\$30,775	\$6,300	158	\$37,075
Task 1c. Riparian GDE Monitoring for Water Years 2024 and 2025	\$16,550	\$-	86	\$16,550
Task 1d. Groundwater Level Monitoring for Water Years 2024 and 2025	\$24,225	\$700	133	\$24,925
Optional Task 1d. Pressure Transducer Procurement and Installation for Water Years 2024 and 2025*	\$2,400	\$1,100	12	\$3,500*

* - Pressure transducer procurement and installation will be performed on an as needed basis and cost is provided as a unit rate. This cost estimate is not included in the primary Task 1d cost estimate.



Authorization and Schedule

We are prepared to begin this assignment following your written authorization in accordance with our Master Services Agreement with UVRGA.

We sincerely appreciate our continued working relationship with UVRGA, and we will strive to provide quality service and support for this project. Please do not hesitate to contact us if you have questions about this proposal.

Sincerely,

Rincon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Emily McCord".

Emily McCord
Project Manager

Phone: 805-222-4567

Email: emccord@rinconconsultants.com

A handwritten signature in black ink, appearing to read "Kiernan Brtalik".

Kiernan Brtalik
Director

Phone: 805-328-2687

Email: kbrtalik@rinconconsultants.com

Attachments

Rincon July 1, 2023 Standard Fee Schedule



Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical, and Support Personnel*	2023	2024	2025	2026
	Effective Jul 1	Effective Jul 1	Effective Jul 1	Effective Jul 1
Senior Principal	\$308	\$319	\$330	\$342
Principal	\$297	\$307	\$318	\$329
Director	\$297	\$307	\$318	\$329
Senior Supervisor II	\$282	\$292	\$302	\$313
Supervisor I	\$263	\$272	\$282	\$291
Senior Professional II	\$246	\$255	\$264	\$273
Senior Professional I	\$230	\$238	\$246	\$255
Professional IV	\$204	\$211	\$218	\$226
Professional III	\$189	\$196	\$203	\$210
Professional II	\$168	\$174	\$180	\$186
Professional I	\$150	\$155	\$160	\$166
Associate III	\$126	\$130	\$135	\$139
Associate II	\$113	\$117	\$121	\$125
Associate I	\$105	\$109	\$113	\$117
Field Technician	\$91	\$94	\$97	\$101
Data Solutions Architect	\$189	\$196	\$203	\$210
Senior GIS Specialist	\$181	\$187	\$194	\$200
GIS/CADD Specialist II	\$161	\$167	\$173	\$179
GIS/CADD Specialist I	\$145	\$150	\$155	\$161
Technical Editor	\$142	\$147	\$152	\$157
Project Accountant	\$121	\$125	\$129	\$134
Billing Specialist	\$103	\$107	\$111	\$115
Publishing Specialist	\$116	\$120	\$124	\$129
Clerical	\$103	\$107	\$111	\$115

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on July 1 as shown above for years 2024 through 2026.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.



Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$276
Spotting or Fiberoptic Scope	\$170
Pettersson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Submeter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	\$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubbler, Buckets)	\$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	\$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard, and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person