

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## NOTICE OF REGULAR MEETING

**NOTICE IS HEREBY GIVEN** that the Upper Ventura River Groundwater Agency (“Agency”) Board of Directors (“Board”) will hold a **Regular Board Meeting at 1:00 P.M. on Thursday, October 12, 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**

**October 12, 2023**

### **A. MEETING CALL TO ORDER**

### **B. PLEDGE OF ALLEGIANCE**

### **C. ROLL CALL**

### **D. APPROVAL OF AGENDA**

### **E. SEPTEMBER 14, 2023 CLOSED SESSION REPORT**

### **F 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.

## **REGULAR SESSION 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 September 14, 2023 Regular Board Meeting**
- b. Approve Financial Report for September 2023**
- c. Executive Director Contract**

## **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. AGENCY COUNSEL'S REPORT**

The Board will receive a verbal update from Agency Counsel concerning Agency matters. The Board may provide feedback to Agency Counsel.

## **5. ADMINISTRATIVE ITEMS**

### **a. Financial Reserve Investments**

The Board will receive an update from Director Kuebler concerning investment research. The Board may discuss investment options and may provide direction to Director Kuebler and/or staff.

- b. Agency Bylaws Amendment for Investment Accounts** The Board will consider adopting Resolution 2023-05, a resolution modifying the Agency Bylaws Section 7.4 to permit opening of investment accounts.

### **c. Investment Account Authorization**

The Board will consider adopting Resolution 2023-06, a resolution approving the opening of an investment account.

## **6. 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. Intera, Inc. Work Order No. 9 for Annual Report Preparation and Numerical Model Update**

The Board will consider approving Intera, Inc. Work Order No. 9 for preparation of the water year 2023/2024 annual report in an amount not-to-exceed \$47,400 and \$4,740 (10%) of contingency to be authorized at the Executive Director's discretion (\$52,140 total authorization).

## **7. 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.

## **8. FUTURE AGENDA ITEMS**

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

## **CLOSED SESSION AGENDA**

1. Conference with Legal Counsel – Existing Litigation (§ 54956.9): Name of Case: Santa Barbara Channelkeeper v. City of San Buenaventura

## **REGULAR SESSION AGENDA (CONTINUED)**

### **9. ADJOURNMENT**

The next Regular Board meeting is scheduled for November 9, 2023 at 1 P.M.

## **UPPER VENTURA RIVER GROUNDWATER AGENCY MINUTES OF REGULAR MEETING SEPTEMBER 14, 2023**

Immediately prior to the meeting, Administrative Assistant Maureen Tucker administered the oath of office to Chair Kaiser for his new term.

### **A. 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 (VRWD), 409 Old Baldwin Road, Ojai, CA 93023 on Thursday, September 14, 2023. Chair Kaiser called the meeting to order at 12:33 p.m.

### **B. PLEDGE OF ALLEGIANCE**

Chair Kaiser led the Pledge of Allegiance.

### **C. ROLL CALL**

Directors Present:

Pete Kaiser, Chair  
Bruce Kuebler, Vice Chair  
Arne Anselm, Secretary  
Emily Ayala, Director  
Vivon Crawford, Director  
Jim Kentosh, Director  
Jenny Tribo, Director

Directors Absent: None

Staff Present:

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

Identified Members of the Public:

In person: Alma Quezada (VRWD), Kelly Dyer (Casitas MWD)

Online: Michael Flood (Casitas MWD), Burt Handy, Kevin DeLano (SWRCB)

### **D. APPROVAL OF THE AGENDA**

Chair Kaiser asked for any proposed changes to the agenda.

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

## Item 1(a)

Roll Call Vote:      E. Ayala - Y                      A. Anselm - Y                      J. Kentosh – Y  
                                 J. Tribo – Y                      V. Crawford – Y                      P. Kaiser – Y                      B. Kuebler – Y

Directors Absent: none

## **E. PUBLIC COMMENTS FOR ITEMS NOT APPEARING ON THE AGENDA**

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

No comments were provided.

## **REGULAR SESSION AGENDA**

### **1. CONSENT CALENDAR**

- a) Approve Minutes from July 13, 2023 Regular Board Meeting
- b) Approve Financial Report for July 2023
- c) Approve Financial Report for August 2023
- d) Fiscal Year 2022/2023 Year-End Budget Report

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

Director Kuebler moved approval of all consent items. Director Tribo seconded the motion.

Roll Call Vote:      E. Ayala - Y                      A. Anselm - Y                      J. Kentosh – Y  
                                 J. Tribo – Y                      V. Crawford – Y                      P. Kaiser – Y                      B. Kuebler – Y

Directors Absent: none

### **2. DIRECTOR ANNOUNCEMENTS**

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

Director Ayala:      No report.

Director Anselm:      No report.

Director Crawford:      Ojai Valley Land Conservancy (OVLC) met with the Resource Conservation District to discuss the second round of Ventura River Instream Flow. OVLC is preparing for an Arundo removal project this fall on the City of Ventura property. The Mountainfilm Festival was mentioned.

Director Kaiser:      No report.

Director Kentosh:      No report.

Director Kuebler:      No report.

Director Tribo:      No report.

### 3. EXECUTIVE DIRECTOR'S REPORT

Executive Director Bondy reported on Agency matters since the last Board meeting.

Executive Director Bondy mentioned that Jim Kentosh replaced Michael Etchart as the Meiners Oaks Water District appointed director on the UVRGA Board. The new alternate director is Justin Martinez. Betsy Cooper announced her retirement from Ventura Water. Gina Dorrington is the new alternate director.

Executive Director Bondy reminded the Board about completing the AB1234 ethics training.

Director Kuebler asked about the fish mortality surveys. Executive Director Bondy said the focus is on steelhead and that none have been found thus far.

Director Ayala asked about removal of the Camino Cielo streamflow monitoring equipment before stormflows. Executive Director Bondy said the plan is to remove the equipment each year prior to the first major storms.

Director Kaiser said the Executive Director report was very complete. He also mentioned that he completed the AB1234 online training course and felt it was very good. He encouraged his fellow directors to take the course.

No public comments.

### 4. AGENCY COUNSEL'S REPORT

Agency counsel briefed the Board on new draft legislation AB779, which would allow anyone to request State Water Resources Control Board (SWRCB) review of whether a physical solution interferes with a groundwater sustainability plan.

Director Kentosh asked about AB560. Agency counsel said that is a similar bill with the primary difference being that it would limit who could request SWRCB review to the adjudication parties.

### 5. ADMINISTRATIVE ITEMS

#### a. Regular Board Meeting Schedule

Chair Kaiser summarized the purpose of the item and noted that the Casitas MWD Board room is available after 5 p.m. if more space is desired.

After a brief discussion, Director Ayala made a motion to keep the regular meetings on the second Thursday of the month and to change the start time to 1:00 p.m. Seconded by Director Anselm.

No public comments.

Roll Call Vote:	E. Ayala - Y	A. Anselm - Y	J. Kentosh – Y	
	J. Tribo – Y	V. Crawford – Y	P. Kaiser – Y	B. Kuebler – Y

Directors Absent: none

**b. Financial Reserve Investment**

Director Kuebler provided a summary of his research on investment options. VRWD uses a firm called Time Value Investments and is currently invested in a combination of CDs and Local Agency Investment Fund (LAIF), which are earning 3% and 3.15%, respectively. Association of Water Agencies has CDs at Premier Credit Union. Director Kuebler uses Federal Credit Union who has CDs at 5.25%. He said that the Agency's bank, Bank of Sierra, only offers variable rate products. Lastly, he said that the Agency Treasurer recommended two entities called California Class and Stifel. Director Kuebler recommended California Class and said they would be willing to make a presentation to the Board.

Director Kaiser expressed concerns about investment advisor commissions and would prefer to work with a local bank.

Executive Director Bondy stated the Agency has \$100,000 in operational reserves and \$269,000 in capital reserves. He added that he does not have a concern about locking up the capital reserve money for a year because construction is more than a year out.

After discussion, the Board reached a consensus to request that Director Kuebler work with Executive Director Bondy to investigate options at a variety of local banks.

Alternate Director Quezada asked if online banks should be considered.

Director Kaiser asked if there are any restrictions on a governmental agency for online banking.

Agency Counsel Lemieux said he would research.

No public comments.

**c. Authorized Check Signers**

The Board briefly discussed Resolution 2023-04 to update the list of authorized check signers by removing Mike Etchart and adding Jim Kentosh.

Director Kuebler moved adoption of Resolution No. 2023-04, A Resolution of the Upper Ventura River Groundwater Agency to Designate Check Signing Authority. Seconded by Director Ayala.

No public comments.

Roll Call Vote:	E. Ayala - Y	A. Anselm - Y	J. Kentosh – Y	
	J. Tribo – Y	V. Crawford – Y	P. Kaiser – Y	B. Kuebler – Y

Directors Absent: none

## **6. GSP IMPLEMENTATION ITEMS**

### **a. Well Registration and Flowmeter Compliance Update**

Executive Director Bondy provided an update on the status of well registrations and flowmeter compliance. He is continuing to work with well owners on flowmeter calibration compliance. He received updated contact information from the County Assessor and will be mailing new letters for the wells that remain unregistered.

Director Ayala said the flowmeter company McCrometer is backlogged 3 months.

No public comments.

### **b. Intera, Inc. Work Order No. 8 for As-Needed Services**

Executive Director Bondy explained Intera previously provided as-needed services during GSP development under a prior work order. Work Order No. 8 is requested to allow for as-needed services during GSP implementation through the first five-year GSP period.

Director Ayala moved approval of Intera, Inc. Work Order No. 8 for as-needed services not to exceed \$50,000 as presented. Seconded by Director Tribo.

Director Questions: None.

No public comments.

Roll Call Vote:	E. Ayala - Y	A. Anselm - Y	J. Kentosh – Y	
	J. Tribo – Y	V. Crawford – Y	P. Kaiser – Y	B. Kuebler – Y

Directors Absent: none

## **7. COMMITTEE REPORTS**

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

No report.

## **8. FUTURE AGENDA ITEMS**

None.

## **CLOSED SESSION**

Public Comment on Closed Session: None.

The Board adjourned to closed session at 1:42 p.m.



Item 1(a)

Executive Director Bondy was excused from closed session immediately prior to his performance evaluation.

Chair Kaiser left the Board meeting at 2:21 p.m.

The Board returned to open session at 2:32 p.m.

Agency Counsel Keith Lemieux reported that the Board met in closed session to receive a report on existing litigation and the Board completed a performance review of the Executive Director. No reportable action took place. Agency Counsel will make a report on the closed session at the next Board meeting.

**10. ADJOURNMENT:**

The next Regular Board meeting is scheduled for October 12, 2023 at 1:00 p.m.

The meeting was adjourned at 2:34 p.m.

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

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

A. Anslem \_ E.Ayala \_\_ V. Crawford\_ P.Kaiser \_ J.Kentosh\_ B. Kuebler\_ J. Tribo\_\_

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

**DATE:** October 4, 2023  
**TO:** Board of Directors  
**FROM:** Carrie Troup C.P.A., Treasurer  
**SUBJECT:** Approve Financial Report for September 2023

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**August 2023 UVRGA Balance** \$ 420,660.01

**September 2023 Activity:**

**Revenues/ Credits:**

SDRMA- Insurance Refund	\$ 60.86
<b>Total Revenues/Credits</b>	<b>\$ 60.86</b>

**Checks and Electronic payments:**

EFT	Safeguard Business Products	Check order	\$ 242.23
2426	Intera Incorporated	June- July Services	\$ 1,160.00
2427	Rincon Consultants, Inc.	July-Aug Services	\$ 5,208.56
2428	Carrie Troup, CPA	Aug Services	\$ 1,201.35
2429	Intera Incorporated	Aug Services	\$ 2,715.00
2430	Aleshire & Wynder, LLP	Aug Services	\$ 941.60
2431	Bondy Groundwater Consulting, Inc.	Aug Services	\$ 1,908.00
<b>Total Expenditures Paid &amp; To Be Paid</b>			<b>\$ 13,376.74</b>

**September 2023 UVRGA Ending Balance:** \$ 407,344.13

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.

Item 1(b), Page 1 of 1

**UPPER VENTURA RIVER GROUNDWATER AGENCY Item No.1(c)**

**DATE:** October 12, 2023

**TO:** Board of Directors

**FROM:** General Counsel

**SUBJECT:** Executive Director Contract

**SUMMARY OF PROPOSED CONTRACT**

A new contract with Bryan Bondy is proposed to replace the prior contract. Under the contract, Bryan Bondy would continue to serve as UVRGA's appointed Executive Director and provide professional hydrogeological consulting services as necessary to advise on and direct implementation of the groundwater sustainability plan. He would also perform other duties as assigned by the Board of Directors. His rates, contained in the contract are as follows:

Professional Services: \$220/hour

Vehicle Mileage: IRS Rate

Expenses: Cost Plus 5%

GIS or Modeling Software Charges: \$30/hour. (In the prior contract this was \$20/hour.)

The Agency will be billed monthly, and payment for work will be due 30 days after receipt of the bills. The Agency will also reimburse costs such as checking and inspection fees; zoning and annexation application fees; assessments; soils consulting; testing or laboratory fees; aerial topography fees; permits; bond premiums; title company charges; blueprints and copying.

If he is asked to perform a technical study, he will provide a cost estimate to the Board Chair, who may authorize work if the cost is less than \$15,000. Work exceeding the cost must be approved in advance by the Board. The cost estimate will be considered a firm price, with the Consultant having to request change orders to exceed the original amount.

Either party can terminate the contract on 30 days' notice for any reason. However, a party may terminate at any time if the other party commits fraud or intentional misconduct. In the event of a breach of the agreement, either party will provide 30 days for the other to "cure the breach" after which the contract will be terminated if not cured. Prior to resorting to litigation, a party to the agreement must exhaust an effort to mediate.

The Agency agrees to indemnify him for the Agency's negligent act, negligent omission, or willful misconduct, if any, and Mr. Bondy agrees to indemnify the Agency for his negligent act, negligent omission, or willful misconduct, if any. Each side must carry specified insurance.

The contract bars unlawful conflicts of interest, discrimination, harassment and retaliation.

**FISCAL SUMMARY**

Bryan Bondy's prior hourly rate was previously \$185. In the new contract, it is \$220. This would have a small impact of \$35 for each hour worked.

**RECOMMENDED ACTIONS**

Approve the new contract with Bryan Bondy.

**BACKGROUND**

The Executive Director's contract has not been renewed since 2017. Accordingly, he has not had a CPI increase in his rate since that time. He recently had a performance evaluation. Thereafter, his contract was updated, and a draft is contained in the agenda packet.

**ATTACHMENT**

Draft Contract between Agency and Bryan Bondy

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

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

B. Kuebler\_ M. Etchart\_ P. Kaiser\_ J. Tribo\_ A. Anselm\_ V. Crawford\_ E. Ayala

**Bondy Groundwater Consulting, Inc.  
10488 Graham Ct. Ventura, CA 93004**

**BRYAN BONDY  
California Professional Geologist License No. 7676  
California Certified Hydrogeologist No. 821**

**CLIENT INFORMATION:**

Client Name: Upper Ventura River Groundwater Agency (“Agency”)

Client Contact: Peter Kaiser, Chairman, Board of Directors

Phone: (805) 509-0934

Email: PKaiser@uvrgroundwater.org

Physical Address: N/A

Mailing Address: UVRGA c/o MOWD, 202 W. El Roblar Drive, Ojai, CA 93023

**PROJECT INFORMATION:**

Project Name: UVRGA Executive Director GSP Implementation Service

Project Number: TBD

Project Location: Ojai, CA

Project Description: Serve as UVRGA’s appointed Executive Director and provide professional hydrogeological consulting services as necessary to advise on and direct implementation of the groundwater sustainability plan. Perform other duties as assigned by Board of Directors.

## **AGREEMENT TO PROVIDE MANAGEMENT CONSULTING SERVICES AND HYDROGEOLOGIC CONSULTING SERVICES**

**THIS AGREEMENT** (the "Agreement"), effective as of the date of the last Party to sign this Agreement, is entered into between BONDY GROUNDWATER CONSULTING, INC., a California corporation ("Consultant") and UPPER VENTURA RIVER GROUNDWATER AGENCY ("Client" or "Agency"), created by and among the Casitas Municipal Water District, the City of San Buenaventura, the County of Ventura, the Meiners Oaks Water District, and the Ventura River Water District, pursuant to the Joint Exercise of Powers Act of 2000 (Client) with reference to the following facts:

Client desires to retain Consultant to provide certain management consulting services and hydrogeologic consulting services, as described in this Agreement and Consultant desires to provide such services, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements set forth in this Agreement, Client and Consultant (together referred to as the "Parties") agree as follows:

1. Scope of Services. Subject to the terms of this Agreement, Consultant agrees to perform the hydrogeologic consulting services described on Exhibit A attached hereto and incorporated herein by this reference (the "Services") for the benefit of Client.
2. Consulting Fees. In consideration for the Services, Client shall pay to Consultant the amounts described on Exhibit B attached hereto and incorporated herein by this reference. Rates will be reviewed annually for reasonable increases reflecting market trends.

If Client requests (and Consultant agrees to provide) any services in addition to the Services specified on Exhibit A, Client shall pay for such extra services at Consultant's then applicable hourly rate.

All services will be billed on a time and materials basis. If Consultant is asked to perform a technical study, Consultant will provide a cost estimate to Client's Board Chair, who may authorize work if cost is less than \$15,000. Work exceeding the cost must be approved in advance by Client's Board. The cost estimate will be considered a firm price, with Consultant having to request change orders to exceed the original amount.

3. Costs and Expenses. Except as specifically provided in this Agreement, Client shall pay in a timely manner all fees and costs associated with the Services, including without limitation all checking and inspection fees; zoning and annexation application fees; assessments; soils consulting; testing or laboratory fees; aerial topography fees; permits; bond premiums; title company charges; blueprints and reproduction costs; copying; and all other costs, fees and charges relating to the Services.
4. Billing and Payment. Except for those costs and expenses requiring prompt payment as reasonably determined by Consultant (which costs and expenses shall be paid by Client upon request by Consultant), all Consulting Fees and all costs, expenses and other charges due

Consultant will be billed monthly and shall be due at the time of billing. Client shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices. In the event Client disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant in writing of the specifics of any disputed amounts within fourteen (14) days of receipt. The parties shall resolve the subject of any disputed amounts in accordance with Section 12 – Dispute Resolution. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services or any authorized Additional Services.

5. Force Majeure. Consultant shall not be responsible for damages, or be in default or be deemed to be in default of any of its obligations under this Agreement, by reason of delays or inability of Consultant to perform resulting from circumstances beyond Consultant's reasonable control, including without limitation, (a) shortages or unavailability of labor at established area wage rate, (b) failure of Client or Client's agents or affiliates to furnish information, or to approve or disapprove Consultant's work promptly, (c) late or slow or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work, or (d) fire, flood, hurricane, or unusually severe weather conditions. In the case of happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Term and Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and continue until terminated by either party..

6.2 Termination for Cause. Either Party may immediately terminate this Agreement for cause ("Cause") in the event of the other Party's fraud or intentional misconduct; or either party may terminate this agreement for Cause in the event that the other Party breaches a material obligation under this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Client.

6.3 Termination for Convenience. Either Party reserves the right, at any time in the exercise of its sole discretion, to terminate this Agreement for convenience in whole or in part, with or without cause, upon thirty (30) days prior notice in writing to Consultant.

6.4 Effect of Termination. Upon termination of this Agreement for any reason, neither Party shall have any further rights or obligations under this Agreement except as follows:

(a) Each Party's rights and obligations under Paragraphs 8 (Ownership of Work), 9 (Limitation of Liability), 10(g) (Additional Covenants), 12 (Dispute Resolution), 14(h) (Applicable Law) and 14(m) (Attorney's Fees) shall survive any termination of this Agreement;

(b) Consultant shall be entitled to the Consulting Fees for all Services provided as of the termination date, plus full reimbursement for all fees, costs and expenses incurred in connection with all such Services.

7. Consultant Warranties. Consultant warrants that it will perform the Services in accordance with the standards of Consultant's profession, generally described as that degree of skill and care and diligence ordinarily exercised by practicing and licensed professionals

performing services of a scope, purpose, magnitude, and location comparable with the Services to be provided under this Agreement. The representations and warranties contained in this Section 7 are Consultant's sole warranty and guarantee in respect of quality of the Services.

***EXCEPT AS PROVIDED IN THIS SECTION, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.***

8. Limitation of Liability.

(a) To the fullest extent permitted by law, neither Client nor Consultant, their respective members, managers, officers, directors, shareholders, partners, employees, contractors or agents, shall be liable to the other or shall make any claim against the other for any indirect or consequential damages arising out of or connected in any way to the Services provided pursuant to this Agreement. This mutual waiver of indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, or any other incidental, indirect or consequential damage that either Party may have incurred from any cause or action.

(b) Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall not be responsible or liable for the acts or omissions of the Client, the Client's other consultants, contractors, any subcontractors, any of their agents or employees, or any other persons whether or not related to the Services provided by Consultant pursuant to this Agreement.

(c) If any changes are made in the scope, plans or specifications of the Services by the Client or persons other than the Consultant which affects the Consultant's work, any and all liability arising out of such change(s) is waived by Client against the Consultant, and the Client assumes full responsibility for such change(s), unless Client has given Consultant prior notice and has received, from Consultant, written acknowledgment for such changes.

9. Insurance

9.1 Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and effect all of the insurance required by Exhibit C attached hereto and by this reference incorporated herein.

9.2 Client shall name Bondy Groundwater Consulting, Inc. and its directors, officers, employees, or authorized volunteers as an additional insured on its Commercial General Liability and Public Officials and Management Liability policies with limits in no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for each policy.



10. Indemnification

Client shall indemnify and hold Consultant, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Client. Client shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall promptly reimburse Consultant for reasonable attorney's fees and costs of suit actually incurred by Consultant in defense of those claims which are determined in the final judgment to have been caused by Client's negligent act, negligent omission, or willful misconduct. Consultant shall indemnify and hold Client, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Consultant in the performance of its services pursuant to this Agreement. Consultant shall have no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall promptly reimburse Client for reasonable attorney's fees and costs of suit actually incurred by Client in defense of those claims which are determined in the final judgment to have been caused by Consultant's negligent act, negligent omission, or willful misconduct.

11. Additional Covenants.

(a) Consultant shall perform the Services consistent with that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and locality as the Services were performed.

(b). Client shall, with reasonable promptness, provide all available information regarding the requirements for the Services to be provided by Consultant and the project to which such Services relate.

(c) Client shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the Project. The client, or such authorized representative, shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's Services.

(d) If Consultant deems it necessary in connection with the Services, Client shall furnish, with reasonable promptness and at Client's sole cost and expense, the services of any licensed and registered professional reasonably requested by Consultant.

(e) Client agrees that all reports, plans, specifications, field data, memoranda, notes and other documents, in whatever form, that have been prepared by Consultant in connection with this Agreement, are for the exclusive use of Client with respect to the project to which the Services relate. Client waives all claims against Consultant resulting in any way from any changes or reuse of such materials. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its managers, members, employees, and agents, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any such changes, improper use or reuse of such materials.

(f) Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of any insurance maintained by Consultant. Consultant shall not be required to sign any documents that would result in Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence Consultant cannot ascertain. Client also agrees not to condition the resolution of any dispute with Consultant, or payment of any money due to Consultant, upon Consultant's signing any such certification, guarantee, warranty or statement.

12. Relationship of Parties. Consultant shall at all times be an independent contractor and not an employee of Client. Nothing in this Agreement is intended to create any other relationship between the Parties. Consultant shall be wholly responsible for the calculation and payment of Consultant's own federal, state and local income, and withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against Client for vacation pay, sick leave, retirement, health, or any other employee benefits of any kind. Consultant may represent, perform services for, or be employed by such additional clients, persons, or companies as Consultant sees fit provided that work does not create a legally prohibited conflict of interest.

13. Dispute Resolution.

13.1 Mediation. If a dispute arising out of this Agreement cannot be settled through negotiation, the parties agree to submit the dispute to mediation prior to commencing any litigation, arbitration, or any other legal action. The parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. The mediation will follow the procedures set forth in the American Arbitration Association Commercial Mediation Rules. If the parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, they will submit the dispute for mediation to be administered by the American Arbitration Association under the Commercial Mediation Rules before resorting to litigation. Upon initiating mediation, the Parties will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. Any Party who refuses to participate or otherwise fails to participate in mediation shall not be entitled to the recovery of attorney's fees and costs as otherwise allowed under this Agreement.

13.2 Unsuccessful Mediation. If the parties are unable to resolve their dispute by mediation as provided in Paragraph 12.1, above, after the unsuccessful conclusion of any such mediation, either Party may pursue the remedies available to it at law or equity.

14. Miscellaneous.

(a) Time of the Essence. Time is and shall be of the essence of this Agreement and each provision thereof.

(b) Further Actions. The Parties agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate this transaction in accordance with this Agreement.

(c) Computation of Time Period. If the Closing Date, or any other date or time period provided for in this Agreement, is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

(d) Counterparts and Signatures. This Agreement may be executed in counterparts, which when taken together shall constitute a single instrument. Signatures to this Agreement transmitted by electronic mail or via facsimile shall be deemed to be original signatures for all purposes.

(e) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

(f) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

(g) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the fullest extent permitted by law, any legal action arising from this Agreement shall be brought in the appropriate forum in Ventura County, California which the Parties agree will be the sole venue for all such actions.

(i) Fees and Other Expenses. Each Party shall pay its own fees and expenses in connection with this Agreement, except as otherwise provided in this Agreement.

(j) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party, or by or to an employee, officer, agent or representative of either Party will be of any effect unless it is in writing and executed by the Party to be bound thereby.

(k) Construction. The Parties acknowledge and agree that (i) they are of equal bargaining strength, (ii) each has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each has consulted with its own independent counsel, and such other professional advisors as such Party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement.

(l) Binding Effect. Subject to the restrictions set forth in subparagraph (o), below, this Agreement is binding upon and will inure to the benefit of each Party's respective successors and assigns.

Item 1(c), Attachment

(m) Attorneys' Fees. In the event that any dispute arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses (including attorney's fees and court costs) incurred in such action.

(n) Warranty of Authority. Each Party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so, and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with such Party's obligations hereunder.

(o) Assignment. Neither Party shall assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in the sole discretion of the non-assigning Party.

(p) Compliance with Applicable Law. During the term of this Agreement, Consultant shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Consultant's duties under this Agreement. Consultant shall comply with any and all applicable requirements of law, including but not limited to, Sections 1090, 1125, and 87100 et seq. of the Government Code, Agency By-Laws, and all other similar statutory and administrative rules, as well as all laws prohibiting workplace discrimination, harassment and/or retaliation.

(q) Contract Supersedes Prior Contract. Any contract between Agency and Consultant that existed prior to the Effective Date of this Agreement is deemed terminated, and replaced by this Agreement as of the Effective Date of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, this Agreement to Provide Hydrogeologic Consulting Services is executed in Ventura County, California as of the Effective Date provided in the first paragraph of this Agreement.

**CLIENT:**

**Upper Ventura River Groundwater Agency**

**AUTHORIZED AGENCY REPRESENTATIVE**

Name and Title (printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSULTANT**

**Bondy Groundwater Consulting, Inc.:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bryan Bondy, President

By: \_\_\_\_\_ Date: \_\_\_\_\_

Lisa Bondy, Secretary

EXHIBIT A

SCOPE OF SERVICES

Consultant shall serve as UVRGA's appointed Executive Director, and in that role provide professional hydrogeological consulting services as necessary to advise on and direct the implementation the groundwater sustainability plan. Consultant shall perform other duties as assigned by the Board of Directors.

EXHIBIT B  
CONSULTING FEES

Professional Services: \$220/hour

Vehicle Mileage: IRS Rate

Expenses: Cost Plus 5%

GIS or Modeling Software Charges: \$30/hour.

EXHIBIT C  
INSURANCE

Consultant shall provide the following types of insurance listed below that includes coverage limits complying, at a minimum, with the limits set forth herein:

Type of Insurance	Limits (comb. Single)
Errors and omissions	\$1,000,000
Commercial gen. Liability	\$1,000,000 (per occurrence)
Business auto liability	\$1,000,000
Workers comp.	Statutory Limit

Upper Ventura River Groundwater Agency and all of its officers, employees, and volunteers shall be named as additional insureds on the commercial general liability policy.



## UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 3

**DATE:** October 12, 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 reportable activity.
2. Financial:
  - a. Groundwater Extraction Fees:
    - i. Private Well Extraction Fees for the July 1 – December 31, 2022 Semi-Annual Period: Private well owner invoices for this period were issued on April 28, 2023. One of eleven invoices totaling \$1,628.00 is past due. Past due notices were sent in early June and early October.
    - ii. Private Well Extraction Fees for the January 1 – June 30, 2023 Semi-Annual Period: Private well owner invoices for this period were issued on September 29, 2023 and are due October 29, 2023. The total amount invoiced was \$15,374.24, compared with \$27,246.80 assumed in the fiscal year 2022/2023 budget.
    - iii. Member Agency Extraction Fees for Fiscal Year 2023/2024: Member Agency extraction fee invoices for fiscal year 2023/2024 were issued on September 29, 2023 and are due October 29. The total amount invoiced was \$ \$444,080.00, which is in-line with the fiscal year 2023/2024 budget.
3. GSP Implementation:
  - a. Well Registration and Flowmeter Compliance: The Executive Director assisted well owners with completing their flowmeter compliance. Please see Item No. 6(a) for more information.
  - b. Monitoring Networks:
    - i. Groundwater Level Monitoring: Monitoring is ongoing.
    - ii. Surface Water Flow Monitoring: The Camino Cielo gage was maintained.

- iii. Visual Surface Water Monitoring: Monthly monitoring is ongoing.
- iv. Riparian Groundwater Dependent Ecosystem (GDE) Monitoring: No reportable activity.
- v. Aquatic GDE Monitoring: Activities in both Aquatic GDE monitoring areas included surface water flow monitoring, snorkel surveys and related biology data collection activities. A fish stranding survey was also conducted in the Confluence Aquatic GDE monitoring area.
- vi. LiDAR Topographic Survey: AirView worked on resolving data issues identified by the UVRGA technical team.

4. Outreach: No reportable activity.

5. Small GSA Coalition: The Small GSA Coalition is planning to spend some time this fall talking to coalition participants to better understand their specific interests in the coalition and their ongoing participation. The goal is to better understand each GSA's commitment to the legislative effort, including meeting with/contacting legislators, submitting letters, and providing comments when needed. The first step will be a telephone call with each GSA's manager individually. The second step will be a Small GSA Coalition group meeting in Sacramento in December to strategize a path forward, including specific actions and activities.

6. SWRCB / CDFW Instream Flow Enhancement Coordination: No update.

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

## **ATTACHMENTS**

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

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

P. Kaiser \_ B. Kuebler \_ A. Anslem \_ E. Ayala \_ V. Crawford \_ J. Tribo \_ J. Kentosh \_

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

**DATE:** October 12, 2023

**TO:** Board of Directors

**FROM:** Executive Director

**SUBJECT:** Financial Reserves Investments

### **SUMMARY**

Director Kuebler will provide an update concerning his research on investment options for the agency's reserves. Counsel will also brief the Board concerning the use of on-line banks (please see attached memorandum from counsel in Attachment A). The Board may discuss investment options and provide direction to Director Kuebler and/or staff.

Pursuant to the Chair's request, additional information about CD ladders is provided here. A CD ladder is an investment strategy that involves putting money into multiple CDs with staggered maturity dates. CD ladders provide a balance between strategies that maximize liquidity (i.e., investing entirely in shortest duration CD) and maximizing interest rates (i.e., investing entirely in longest duration CD). CD ladders also reduce the downside risk of rising interest rates compared to investing entirely in a long-term CD. A diagram showing how a potential CD ladder could work is provided in Attachment B.

As of the end of Fiscal Year 2022/2023, UVRGA had \$368,676 in reserves, including \$100,000 in operating reserves and \$268,676 in capital reserves. Staff recommends a liquid investment vehicle for operating reserves. It is not anticipated that capital reserves will be drawn on for at least one year, so a less liquid option such as a certificate of deposit (CD) could be considered if it provides a higher return on investment.

### **RECOMMENDED ACTIONS**

Receive an update from Director Kuebler concerning investment research. Discuss investment options and provide direction to Director Kuebler and/or staff.

### **BACKGROUND**

On June 8, 2023, the Board adopted Resolution 2023-03 adding an investment policy to the Agency bylaws. Director Kuebler volunteered to perform research on investment options and execute any Board-approved investments.

### **FISCAL SUMMARY**

Not applicable

### **ATTACHMENTS**

- A. Memorandum from Legal Counsel Re: On-line Banks
- B. CD Ladder Diagram

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

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

P. Kaiser \_ B. Kuebler \_ A. Anslem \_ E. Ayala \_ V. Crawford \_ J. Tribo \_ J. Kentosh \_



TO: **Brian Bondy, UVRGSA; W. Keith Lemieux, Esq.**

FROM: **Christine M. Carson, Esq.**

DATE: **September 18, 2023**

RE: **Banking**

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Keith Lemieux asked me to provide an opinion on whether a public agency must use a brick and mortar bank, or may use an on-line bank.

#### **I. EXECUTIVE SUMMARY:**

There is nothing that specifically prohibits the use of an on-line bank, but it must be Board-approved and meet the criteria imposed on public agencies for the management of public funds discussed below.

By way of example of banks used, the State Treasurer's office has approved the following depository banks: Bank of America; Bank of the West; Citibank; JPMorgan Chase & Co.; U.S. Bank; Wells Fargo Bank; Westamerica Bank

Therefore, many public agencies prefer to use one of the above banks based on the banks' ability to hold public funds, financial stability and ability to meet the state's and other public agencies' banking needs. Banks with a presence in CA are generally preferred by CA public agencies.

Public agencies must do due diligence on whatever bank they choose to use, must safeguard the principal and liquidity and use FDIC insured accounts. Below are some examples of the types of statutory requirements imposed on public agencies for the prudent management of their funds, as well as some of the standards adopted by several members of the JPA.

#### **II. APPLICABLE STATUTORY REQUIREMENTS:**

**Under Govt Code § 53600.5**, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control. [Emphasis added.]

**Under Govt. Code § 53600.3:** Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf

of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law. [Emphasis added.]

**Cal. Govt. Code § 53601.8**, Investment in deposits, states:

Notwithstanding any other provision of this code, a local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The following conditions shall apply:

(a) The local agency shall choose a **nationally or state-chartered commercial bank, savings bank, savings and loan association**, or credit union in this state to invest the funds, which shall be known as the “selected” depository institution.

(b) The selected depository institution may use a private sector entity to help place local agency deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States and are within the network used by the private sector entity for this purpose.

(c) The selected depository institution shall request that the local agency inform it of depository institutions at which the local agency has other deposits, and the selected depository institution shall provide that information to the private sector entity.

(d) Any private sector entity used by a selected depository institution to help place its local agency deposits shall maintain policies and procedures requiring all of the following:

(1) The full amount of each deposit placed pursuant to subdivision (b) and the interest that may accrue on each such deposit shall at all times **be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration**.

(2) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.

(3) At the time of the local agency's investment with a selected depository institution and no less than monthly thereafter, the private sector entity shall ensure that the local agency is provided with an inventory of all depository institutions in which deposits have been placed on the local agency's behalf, that are within the private sector entity's network.

(4) Within its network, the private sector entity shall ensure that it does not place additional deposits from a particular local agency with any depository institution identified pursuant to

subdivision (c) as holding that local agency's deposits if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.

(e) If a selected depository uses two or more private sector entities to assist in the placement of a local agency's deposits, the selected depository shall ensure that it does not place additional deposits from a particular local agency with a depository institution if those additional deposits would result in that local agency's total amount on deposit at that depository institution exceeding the Federal Deposit Insurance Corporation or the National Credit Union Administration insurance limit.

(f) The selected depository institution shall serve as a custodian for each such deposit.

(g) On the same date that the local agency's funds are placed pursuant to subdivision (b) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution pursuant to subdivision (b).

(h) Notwithstanding subdivisions (a) to (g), inclusive, a credit union shall not act as a selected depository institution under this section unless both of the following conditions are satisfied:

(1) The credit union offers federal depository insurance through the National Credit Union Administration.

(2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

(i) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section.

(j) The deposits placed pursuant to this section shall be subject to Section 53638 and shall not, in total, exceed 50 percent of the agency's funds that may be invested for this purpose.

(k) This section shall remain in effect until January 1, 2026, and as of that date is repealed. [Emphasis added]

**Cal. Govt. Code § 53602**, Investment in legal investments for savings banks; securities of public districts, states:

The legislative body shall invest only in notes, bonds, bills, certificates of indebtedness, warrants, or registered warrants which are legal investments for savings banks in the State, provided, that the board of supervisors of a county may, by a four-fifths vote thereof, invest in notes, warrants or other evidences of indebtedness of public districts wholly or partly within the county, whether or not such notes, warrants, or other evidences of indebtedness are legal investments for savings banks.

Other rules may apply to particular funds, for example, there are specific statutes dealing with county funds, federal funds, state funds, etc. In addition, any rules the JPA itself approved on banking should be followed. The JPA agreement and bylaws are silent on on-line banking.

**III. WHEN THE JPA AGREEMENT IS SILENT ON WHETHER THE JPA AUTHORIZES PARTICULAR ACTION, NORMALLY, ONE REFERS TO THE RULES OF THE MEMBERS OF THE JPA FOR GUIDANCE TO ASCERTAIN THE EXTENT OF THE JPA’S AUTHORITY**

The following summarizes the rules of several of the members of the JPA concerning banking.

**A. The City of San Buenaventura (“City of Ventura”)**

**Section 2.432.020 of the City’s municipal code provides:**

The city treasurer shall carry out the duties of the city treasurer provided for by the laws of the state of California and the Charter, ordinances, policies, and procedures of this city, including, but not limited to, receiving all money belonging to or paid to the city, **keeping all city money in a safe and secure depository or investing that portion of such money not required for the ongoing operations of the city in interest bearing accounts or other securities authorized by the city’s investment policies**, maintaining accounts of the receipt and expenditure of all city money, and disbursing city money in the manner authorized by the city’s Charter, ordinances, policies, and procedures. Upon appointment as such, the city treasurer shall also serve as the treasurer of the San Buenaventura public facilities financing authority, the successor agency to the city of San Buenaventura redevelopment agency, and the city of San Buenaventura parking authority. (Ord. No. 2004-016, § 1, 8-3-04; Ord. No. 2022-002, § 8, 3-21-22 [emphasis added].)

**B. The County of Ventura**

**The Office of the County of Ventura’s website provides:**

The Treasury Department is the depository for county agencies, school districts, and special district funds. All banking functions are handled in Treasury, which is in all respects the equivalent of a small business bank processing \$13.5 billion annually. **The Treasurer selects the official county bank to be the custodian of those funds.** [Emphasis added.]

Most county agencies and most school districts are required to deposit their funds in the Treasury, and all the funds received by the Collections Department are placed in the Treasury. The Treasury monitors balances, deposits, and transfers. The Treasury approves payment methods, participates in bond issuances by the County and by school districts, provides a cash window for public needs, and manages the vault spaces used by other county agencies.<sup>1</sup>

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<sup>1</sup> <https://www.ventura.org/ttc/treasury-general-information/>



**C. The Meiners Oaks Water District**

**Section 8.06(C) of Meiners Oaks Water District Bylaws provides:**

Finance Management. As authorized by the Board, the General Manager will direct the collection and disbursement of all monies into and out of the District treasury. **The General Manager is authorized to make investments and open and close bank accounts as necessary to conduct the business of the District** and in accordance with the District's current investment policy adopted by the Board. [Emphasis added.]

**D. The Ventura River Water District**

**Section 33 of the Ventura River Water District rules and regulations provides:**

COLLECTION AND DEPOSIT OF REVENUES. A **General Operating Checking account** shall be established and maintained in a **bank designated by the Board of Directors** and all revenue, unless otherwise provided, shall be deposited therein. A **separate Security Deposit checking account** shall be established and maintained in a **bank designated by the Board of Directors** for all Security Deposits from customers. **The Board of Directors may, from time to time, direct the General Manager to establish and maintain special bank accounts for the handling of funds received or set aside for specific purposes.** [Emphasis added]

All revenue collected shall be accounted for in a manner that will indicate the source, nature, and amount of each collection. Collections so made shall be deposited intact in the bank accounts established. The maximum cash balance in the checking accounts **shall not exceed the federally insured (FDIC) amounts** as follows:

a) General Operating Checking: \$200,000

b) Security Deposit Checking: \$ 50,000 [Emphasis added]

**Section 8.02 of their bylaws provides:**

The District's Office Manager shall maintain an efficient office and keep complete and accurate sets of books, collect all monies due the District, deposit all funds received in an **authorized bank**, pay all bills authorized by the Board of Directors, and shall maintain complete records . . . [Emphasis added]

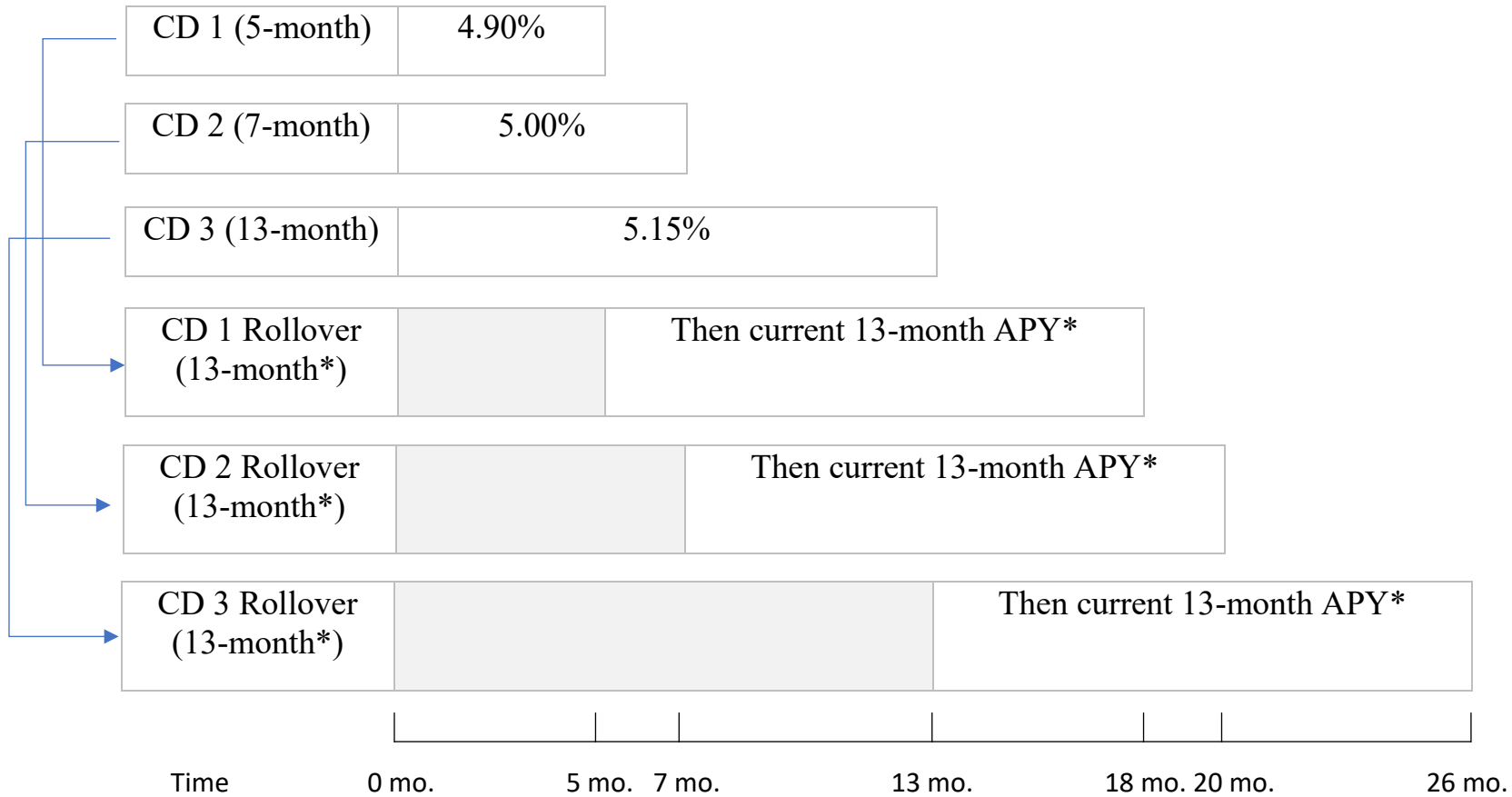
**Section 8.08(c) of their bylaws further provides:**

[T]he General Manager will direct the collection and disbursement of all monies into and out of the District treasury. The General Manager is authorized to make investments and open and close bank accounts as necessary to conduct the business of the District and in accordance with the District's current investment policy adopted by the Board. [Emphasis added]

## Item 5(a), Attachment B

### Hypothetical CD Ladder Diagram

(Based on CD Rates and Terms Offered at Pacific Western Bank, October 4, 2023)



\*Alternatively, a 5-month or 7-month term could be selected at rollover, depending rates and/or the anticipated timing of capital expenditures.

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

**DATE:** October 12, 2023

**TO:** Board of Directors

**FROM:** Executive Director

**SUBJECT:** Agency Bylaws Amendment for Investment Accounts

**SUMMARY**

A minor modification to Agency Bylaws Section 7.4 is needed to allow for the opening of an investment account. If adopted, proposed Resolution 2023-05 (Attachment A) would make the necessary modification (please see underlined text in proposed resolution).

**RECOMMENDED ACTIONS**

Adopt Resolution 2023-05 to modify Agency Bylaws Section 7.4 to permit the opening of investment accounts.

**BACKGROUND**

On June 8, 2023, the Board adopted Resolution 2023-03 adding an investment policy to the Agency bylaws.

**FISCAL SUMMARY**

Not applicable

**ATTACHMENTS**

- A. Resolution 2023-05

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

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

P. Kaiser \_ B. Kuebler \_ A. Anslem \_ E. Ayala \_ V. Crawford \_ J. Tribo \_ J. Kentosh \_

**BOARD OF DIRECTORS**

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY  
(AGENCY) APPROVING AMENDING SECTION 7.4 OF THE AGENCY BYLAWS**

**WHEREAS**, on June 8, 2023, the Board of Directors (Board) for the Upper Ventura River Groundwater Agency (Agency) adopted Resolution 2023-03 establishing the Agency's investment policy as Article 14 of the Agency's Bylaws; and

**WHEREAS**, in order to implement Resolution 2023-03, a minor amendment to Section 7.4 of the Agency's Bylaws is necessary.

**NOW, THEREFORE**, the Board does hereby resolve, find, determine and order as follows:

1. Section 7.4 of the Agency Bylaws is amended to read as follows (double underline shows added language):

7.4 Fund Depositories. All funds of the Agency shall be deposited into the Agency's bank account, except funds that are invested pursuant to Article 14 of the Bylaws. If the Board desires to designate a new depository for Agency funds, the Board shall do so through formal action and amendment of these Bylaws.

2. All other sections of the Agency Bylaws remain unchanged by this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 12th day of October, 2023.

\_\_\_\_\_  
Pete Kaiser, Board Chair

**ATTEST:**

\_\_\_\_\_  
Bryan Bondy  
Executive Director

**APPROVED AS TO FORM**

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

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

**DATE:** October 12, 2023

**TO:** Board of Directors

**FROM:** Executive Director

**SUBJECT:** Investment Account Authorization

**SUMMARY**

If the Board is ready to proceed with investing Agency financial reserves, Resolution 2023-06 should be adopted to authorize the opening of an investment account. Proposed Resolution 2023-06 is provided in Attachment A.

**RECOMMENDED ACTIONS**

Adopt Resolution 2023-06 to authorize the opening of an investment account.

**BACKGROUND**

On June 8, 2023, the Board adopted Resolution 2023-03 adding an investment policy to the Agency bylaws.

**FISCAL SUMMARY**

Not applicable

**ATTACHMENTS**

- A. Resolution 2023-06

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

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

P. Kaiser \_ B. Kuebler\_ A. Anslem \_ E. Ayala\_ V. Crawford\_ J. Tribo \_ J. Kentosh\_

**BOARD OF DIRECTORS**

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**RESOLUTION NO. 2023-06**

**A RESOLUTION OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY  
(AGENCY) APPROVING OPENING AN INVESTMENT ACCOUNT WITH [INSERT  
FINANCIAL INSTITUTION NAME]**

**WHEREAS**, on June 8, 2023, the Board of Directors (Board) for the Upper Ventura River Groundwater Agency (Agency) adopted Resolution 2023-03 establishing the Agency's investment policy; and

**WHEREAS**, on October 12, 2023, the Board of Directors directed the Vice Chair to invest certain financial reserves in a [INSERT INVESTMENT TYPE] at [INSERT FINANCIAL INSTITUTION NAME].

**NOW, THEREFORE**, the Board does hereby resolve, find, determine and order as follows:

1. The Vice Chair is directed to open the necessary accounts with [INSERT FINANCIAL INSTITUTION NAME] to facilitate investment of Agency reserves as may be directed by the Board of Directors from time to time and which shall comply with the Agency Bylaws and Resolution 2023-3 adopting the Agency's Investment Policy. The initial investment shall be in the amount of [INSERT AMOUNT IN WORDS] dollars (\$[INSERT AMOUNT IN NUMBERS]).

2. The Vice Chair is hereby authorized to take actions necessary or appropriate to carry out the intent and purpose of this Resolution.

3. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

**PASSED, APPROVED, AND ADOPTED** this 12th day of October, 2023.

[Signature page follows]

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\_\_\_\_\_  
Pete Kaiser, Board Chair

ATTEST:

\_\_\_\_\_  
Bryan Bondy  
Executive Director

APPROVED AS TO FORM

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

DRAFT

## UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 6(a)

**DATE:** October 12, 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	Sept. Status (# of wells)	Oct. Status (# of wells)	Change (# of wells)	Comment
Registration Not Required	89	75	-14	Some wells were reclassified to “Wells Pending Further Information” based on further evaluation.
Registered	63	66	+3	
Wells Pending Further Evaluation	36	47	+11	See above comment.
Totals	188	188	0	

Based on calls from several former landowners in September 2022, it was suspected that fifty-one wells had out-of-date contact information on initial registration request letters. The Executive Director received updated contact information for the landowners of these wells from the Ventura County Assessor. Comparison of the original and new assessor data revealed that twenty-three of the fifty-one wells had different contact information and new registration request letters were mailed in late September 2023. The remaining twenty-eight wells had the same contact information and registration follow-up letters (i.e., “2<sup>nd</sup> request” letters) were mailed in late September 2023. Of the fifty-one wells that were mailed registration requests in late September 2023, three have been registered and a third has been confirmed abandoned by the owner and, thus, does not require registration.



Attachment A provides a more detailed breakdown of the registration status as of October 5, 2023.

#### Flowmeter Compliance

UVRGA Ordinance No. 1 requires that all wells that are not inactive or deemed exempt be equipped with flowmeters. Exemptions are provided for any well that extracts less than 2 acre-feet per year (AFY).

Operators of non-exempt wells were required to install flowmeters and provide proof of flowmeter 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 sixty-five registered wells are non-exempt. Table 2 summarizes flowmeter calibration compliance status of the non-exempt wells.

**Table 2. Flowmeter Calibration Compliance Summary**

<b>Acre-Feet Per Year</b>	<b>Well Count</b>	<b>Active Well In Compliance</b>	<b>Active Well Out of Compliance</b>	<b>Well Not Operational (Well on standby or pending repairs)</b>
>=100	10	6	2 <sup>(1)</sup>	2 <sup>(2)</sup>
<100	16	10	2 <sup>(3)</sup>	4 <sup>(4)</sup>
Totals	26	16	4	6
Notes: (1) Includes two wells that calibration certificate was received but was lacking a date. Staff requested the calibration date September 8, 2023 and followed-up on September 23, 2023. (2) Includes two wells that are pending repairs. Proof of meter calibration is required prior to bringing wells back into service. (3) Includes one meter that received a passing test in mid-August but is waiting for the written documentation from tester. Includes one well for which a new meter has been removed for repair or replacement, which is scheduled for early October 2023. (4) Includes one well that is on standby, two wells that are pending repairs, and one well that was damaged by flooding in early 2023. Proof of meter calibration is required prior to bring wells back into service.				

The Executive Director has been following up with the owners of the non-compliant active wells to encourage and facilitate compliance with the flowmeter requirements.

#### **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: \_\_\_\_\_

P. Kaiser \_ B. Kuebler \_ A. Anslem \_ E. Ayala \_ V. Crawford \_ J. Tribo \_ J. Kentosh \_

**Item 6(a), Attachment A**  
**Well Registration Status (updated 10/4/23)**

<b>Status</b>	<b>Count</b>	<b>Comment</b>
<b>Registration Not Required</b>		
<ul style="list-style-type: none"> <li>Confirmed abandoned or inactive based on conversation with landowner and/or information provided by landowner</li> </ul>	45	No further action required.
<ul style="list-style-type: none"> <li>Suspected abandoned or inactive based on County records or information previously compiled by Larry Rose</li> </ul>	25	No further action proposed.
<ul style="list-style-type: none"> <li>Dedicated monitoring well</li> </ul>	4	
<ul style="list-style-type: none"> <li>Well is actually a surface water diversion</li> </ul>	1	
<b>Subtotal Registration Not Required</b>	<b>75</b>	
<b>Registered</b>		
<ul style="list-style-type: none"> <li>Registration form received</li> </ul>	66	
<b>Subtotal Registered</b>	<b>66</b>	
<b>Wells Pending Further Evaluation</b>		
<ul style="list-style-type: none"> <li>Did not respond to initial registration inquiry (confirmed ownership per latest Assessor data is same as that used on initial registration request mailing)</li> </ul>	25	Twenty-eight second request letters were mailed in late September 2023.
<ul style="list-style-type: none"> <li>Ownership per latest Assessor data is different than used on initial registration request mailing</li> </ul>	22	Twenty-three initial request letters were mailed to updated contacts in late September 2023.
<b>Subtotal Not Registered</b>	<b>47</b>	
<b>Total</b>	<b>188</b>	

## **UPPER VENTURA RIVER GROUNDWATER AGENCY Item No. 6(b)**

**DATE:** October 12, 2023

**TO:** Board of Directors

**FROM:** Executive Director

**SUBJECT:** Intera, Inc. Work Order No. 9 for Annual Report Preparation and Numerical Model Update

### **SUMMARY**

Annual reports are required pursuant to the Sustainable Groundwater Management Act (SGMA). The purpose of this item is to authorize professional services by Intera, Inc. to assist the Executive Director with completion of the annual report. The annual report requirements are listed in the Background section of this staff report. One requirement is to provide a “description of progress towards implementing the Plan, including achieving interim milestones.” This will entail assessing all sustainability indicators against the minimum thresholds, interim milestones, and measurable objectives developed in the GSP. In the case of the depletions of interconnected surface water sustainability indicator, it will be necessary to update the numerical model through the preceding water year to quantify depletions of interconnected surface water. Proposed Intera Work Order No. 6 includes these model update services.

Intera’s proposed budget for the model update and annual report services is \$47,400 (Attachment A). The Executive Director recommends adding \$4,740 (10%) of contingency to the requested amount, making the recommended work order authorization amount \$52,140. Use of any contingency funds would require a written request by Intera and written approval by the Executive Director. Because Work Order No. 9 is a time-and-materials contract, UVRGA will only be billed for the actual effort necessary to complete the remaining assigned work.

### **RECOMMENDED ACTIONS**

Authorize the Executive Director to issue Work Order No. 9 to Intera, Inc. for annual report preparation and numerical model updates for an amount not to exceed \$47,400 and \$4,740 contingency to be authorized at the discretion of the Executive Director (\$52,140 total authorization).

### **BACKGROUND**

Intera, Inc. has a master services agreement with the Agency that was awarded following a competitive selection process. The master services agreement was approved by the Board on April 12, 2019.

The required annual report elements include the following for the preceding water year:

- General information, including an executive summary and a location map depicting the basin covered by the report.

- A detailed description and graphical representation of the following conditions of the basin managed in the Plan:
- Groundwater elevation data from monitoring wells identified in the monitoring network shall be analyzed and displayed as follows:
  - Groundwater elevation contour maps for each principal aquifer in the basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.
  - Hydrographs of groundwater elevations and water year type using historical data to the greatest extent available, including from January 1, 2015, to current reporting year.
- Groundwater extraction for the preceding water year. Data shall be collected using the best available measurement methods and shall be presented in a table that summarizes groundwater extractions by water use sector and identifies the method of measurement (direct or estimate) and accuracy of measurements, and a map that illustrates the general location and volume of groundwater extractions.
- Surface water supply used or available for use, for groundwater recharge or in-lieu use shall be reported based on quantitative data that describes the annual volume and sources for the preceding water year.
- Total water use shall be collected using the best available measurement methods and shall be reported in a table that summarizes total water use by water use sector, water source type, and identifies the method of measurement (direct or estimate) and accuracy of measurements. Existing water use data from the most recent Urban Water Management Plans or Agricultural Water Management Plans within the basin may be used, as long as the data are reported by water year.
- Change in groundwater in storage shall include the following:
  - Change in groundwater in storage maps for each principal aquifer in the basin.
  - A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available, including from January 1, 2015, to the current reporting year.
- A description of progress towards implementing the Plan, including achieving interim milestones, and implementation of projects or management actions since the previous annual report.

## **FISCAL SUMMARY**

The estimated cost for Intera to complete the model updates is \$19,905 (this total includes ½ of the project management budget shown in Intera's proposal – Attachment A). The current fiscal year budget does not include funding for model updates because it was thought that the model would be updated once every 5 years instead of annually. However, the adopted long range budget projection includes approximately \$60,000 for model updates in 2025 and additional

amounts in later years. It is recommended that the long-range budget projection be updated during the next budgeting cycle to reflect the need to update the model annually and reallocate the model update costs to each year. In the meantime, the unanticipated expenses for the current fiscal year can be accommodated by drawing from the non-capital contingency line item in the budget, which includes approximately \$ 45,155 for unanticipated non-capital expenditures.

The estimated cost for Intera to assist the Executive Director with completing the annual report is \$27,495 (this total includes ½ of the project management budget shown in Intera’s proposal – Attachment A). The current fiscal year budget includes approximately \$33,000 for the annual report, leaving approximately \$4,500 for the Executive Director’s efforts on the annual report and any input that may be needed from Rincon Consultants. Although it is not anticipated, if the Executive Director and Rincon Consultant combined costs exceed \$4,500, it will be necessary to use a portion of the non-capital contingency budget to complete the annual report.

## **ATTACHMENTS**

A. Draft Intera, Inc. Work Order No. 9

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

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

P. Kaiser \_ B. Kuebler \_ A. Anslem \_ E. Ayala \_ V. Crawford \_ J. Tribo \_ J. Kentosh \_

**Item 6(b)**

**Attachment A**

**Intera, Inc. Work Order No. 9**

## Statement of Work

### Work Order No. 9

#### Numerical Model Update and Third GSP Annual Report

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

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

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

#### GENERAL NATURE OF SERVICES:

1. Update Numerical Model through end of water year ending September 30, 2023.
2. Prepare Third GSP Annual Report covering water year October 1, 2022 through September 30, 2023 in compliance with all applicable sections of the GSP Emergency Regulations.
3. Services rendered shall result in final annual report submittal to DWR no later than March 31, 2024.
4. Provider shall ensure all work is performed under the supervision of a California Professional Civil Engineer or Professional Geologist.
5. Provider shall ensure all work is performed in accordance with UVRGA’s adopted procedures.

**SCOPE OF SERVICES:** Update numerical model through September 30, 2023 and prepare annual report in accordance with all applicable sections of the GSP Emergency Regulations. See attached proposal for further information.

**TERM:** October 12, 2023 through March 31, 2024.

**COMPENSATION AND PAYMENT:** Time and material services, not-to-exceed \$ \$47,400, without prior written authorization.

Contingency: An additional \$4,740 (10%) is reserved for potential unanticipated costs. Use of contingency funds requires prior written authorization by the Executive Director.

Labor Rates are pursuant to the attached proposal.

#### PAYMENT TERMS

Payments shall be due:



upon the completion of the SOW



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



**ADDITIONAL TERMS AND CONDITIONS**

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

**ACCEPTED AND AGREED:**

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

October 2, 2023

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

**RE: Proposal for UVRGA Model Update and SGMA Annual Reporting**

Dear Mr. Bondy,

Under the direction of the UVRGA Board and Executive Director, INTERA has supported the development of the Upper Ventura River Groundwater Basin (UVRGB) Sustainability Plan and the numerical groundwater model for GSP associated analysis. As per SGMA Requirements (23 CCR § 356.2) all Groundwater Sustainability Agencies (GSAs) are required to submit annual reports to the California Department of Water Resources (DWR) by April 1 of each year following the adoption of the Plan. This proposal presents the scope, level of effort, and budget for the annual report. The annual report will also require updating the numerical groundwater model with the latest available hydrologic and water use data and performing model simulations to estimate streamflow depletions. As such, this proposal also includes scope, level of effort, and budget for the model update and streamflow depletion calculations.

As per SGMA requirements, the GSP annual report shall include the following components for the preceding water year:

(a) General information, including an executive summary and a location map depicting the basin covered by the report.

(b) A detailed description and graphical representation of the following conditions of the basin managed in the Plan:

(1) Groundwater elevation data from monitoring wells identified in the monitoring network shall be analyzed and displayed as follows:

(A) Groundwater elevation contour maps for each principal aquifer in the basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.

(B) Hydrographs of groundwater elevations and water year type using historical data to the greatest extent available, including from January 1, 2015, to current reporting year.

(2) Groundwater extraction for the preceding water year. Data shall be collected using the best available measurement methods and shall be presented in a table that summarizes groundwater extractions by water use sector, and identifies the method of measurement (direct or estimate) and accuracy of measurements, and a map that illustrates the general location and volume of groundwater extractions.

(3) Surface water supply used or available for use, for groundwater recharge or in-lieu use shall be reported based on quantitative data that describes the annual volume and sources for the preceding water year.

(4) Total water use shall be collected using the best available measurement methods and shall be reported in a table that summarizes total water use by water use sector, water source type, and identifies the method of measurement (direct or estimate) and accuracy of measurements. Existing water use data from the most recent Urban Water Management Plans or Agricultural Water Management Plans within the basin may be used, as long as the data are reported by water year.

(5) Change in groundwater in storage shall include the following:

(A) Change in groundwater in storage maps for each principal aquifer in the basin.

(B) A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available, including from January 1, 2015, to the current reporting year.

(c) A description of progress towards implementing the Plan, including achieving interim milestones, and implementation of projects or management actions since the previous annual report.

The tasks and level of effort involved in the above tasks are summarized below:

- 1) **Task 1: Model Update.** The annual report requires “description of progress towards implementing the Plan, including achieving interim milestones”. This will entail assessing all sustainability indicators against the minimum thresholds, interim milestones, and measurable objectives developed in the GSP. A key sustainability indicator for UVRGA is streamflow depletion, which cannot be directly measured and must be computed using the numerical groundwater model. The current numerical groundwater model covers the hydrologic period from October 1996 to September 2022. To support the 2023 annual report, the numerical model will be updated with hydrologic, pumping, and return-flow data through the most recent period with complete datasets (anticipated to be water year 2023, dependent on data availability). INTERA will coordinate with the UVRGA Executive Director to collect the required datasets including: groundwater pumping; streamflows; diversions; precipitation; evaporation; and water deliveries/use. Key water budget terms, such as natural recharge, groundwater evaporation rates, and return flows will be estimated based on the data collected. Transient model boundary conditions will be updated accordingly. For the purpose of this proposal, we have assumed no other changes to the model properties or numerical set-up.
- 2) **Task 2: Develop GSP Annual Report.** INTERA will develop the annual report as per SGMA requirements. INTERA will coordinate with the UVRGA Executive Director to collect the necessary data for the GSP update, including: groundwater pumping; groundwater water levels; groundwater quality data; and water deliveries/use. The UVRGA data management system will be updated with the relevant hydrologic, water quality, pumping, and water use datasets. INTERA will use the data to develop appropriate

graphs, maps, and tables for the GSP annual reporting purposes. INTERA will use the updated model (Task 1) to develop estimates of streamflow depletions and water budget components. Similar to the GSP, INTERA will develop two scenarios: 1) historical conditions, and 2) historical conditions *with no groundwater pumping*. Streamflow depletions from groundwater pumping will be calculated by taking the difference in streamflow conditions at various locations between the two simulations. The model will also be used to generate maps depicting change in storage in the basin, as required by SGMA annual reporting regulations.

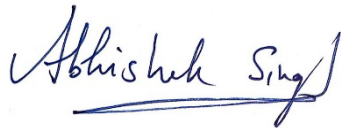
It is anticipated that the annual reports will require input, text, and discussion from the UVRGA Executive Director on groundwater conditions and plan implementation progress (including achieving interim milestones). INTERA will identify areas for the input and text from the UVRGA Director and coordinate with him to obtain and integrate the necessary information into the annual report. INTERA will submit one preliminary draft for review, revisions, and comments by the UVRGA Executive Director. INTERA will respond to one round of comments by the UVRGA Executive Director and submit a draft report for review and comments by the UVRGA Board Members. INTERA will revise the draft report based on the comments received and submit the annual report and supporting data to DWR before April 1, 2024.

The estimated budget for the proposed scope is \$47,400, as detailed in attachment A. We expect to start the work on the proposed scope upon getting the notice to proceed and will ensure submittal of the annual report before April 1, 2024.

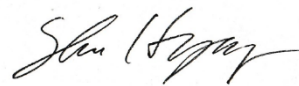
We appreciate the opportunity to support the UVRGA on the development and submittal of the GSP Annual Report for the Upper Ventura River Groundwater Basin. If you have questions, comments, or concerns please do not hesitate to Abhishek Singh or Steven Humphrey.

Sincerely,

INTERA Incorporated



Abhishek Singh, PhD , PE  
President, Water Resources & Supply Line of Business



Steven Humphrey, PG  
Project Manager



## Attachment A: Detailed Budget

			Task 1. Model Update		Task 2. Annual Report		Task 3. Project Management	
Labor Category	Proposed Staff	Rate	Hours	Cost	Hours	Cost	Hours	Cost
Principal Engineer/Scientist I	Abhishek Singh	\$285	2	\$570	4	\$1,140	2	\$570
Principal Engineer/Scientist II		\$255		\$0		\$0		\$0
Principal Engineer/Scientist III		\$240		\$0		\$0		\$0
Senior Engineer/Scientist I		\$225		\$0		\$0		\$0
Senior Engineer/Scientist II		\$205		\$0		\$0		\$0
Senior Engineer/Scientist III	Steven Humphrey	\$190	14	\$2,660	48	\$9,120	6	\$1,140
Senior Engineer/Scientist IV		\$180		\$0		\$0		\$0
Engineer/Scientist I	Erick Fox	\$170	40	\$6,800	28	\$4,760		\$0
Engineer/Scientist II	Melanie Beck	\$160	32	\$5,120	38	\$6,080		\$0
	Nathan Hatch							
Engineer/Scientist IV	Mitsuyo Tsuda	\$130	30	\$3,900	32	\$4,160		\$0
Senior Technician		\$145		\$0		\$0		\$0
Technician		\$90		\$0		\$0		\$0
Senior Technical Editor	Joanna Stakutis	\$145		\$0	4	\$580		\$0
Tech Editor	Mary Wilkins	\$100		\$0	8	\$800		\$0
Senior CAD/Graphics		\$125		\$0		\$0		\$0
CAD/Graphics		\$100		\$0		\$0		\$0
Project Associate		\$90		\$0		\$0		\$0
Travel and other Direct Costs		\$0		\$0		\$0		\$0
<b>Subtotals</b>			118	<b>\$19,050</b>	162	<b>\$26,640</b>	8	<b>\$1,710</b>
<b>Total</b>	<b>\$47,400</b>							