

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## NOTICE OF MEETING

**NOTICE IS HEREBY GIVEN** that the Upper Ventura River Groundwater Agency (“Agency”) Board of Directors (“Board”) will hold a Regular **Board Meeting** at **1 P.M. on Thursday, September 14, 2017** at **Community Meeting Room, Ventura City Hall, 501 Poli Street, California 93001.**

## UPPER VENTURA RIVER GROUNDWATER AGENCY BOARD OF DIRECTORS AGENDA

**Thursday, September 14, 2017**

- 1. CALL TO ORDER AND ROLL CALL.**
- 2. PLEDGE OF ALLEGIANCE.**
- 3. DIRECTOR ANNOUNCEMENTS**
- 4. PUBLIC COMMENTS ON 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. The presiding Chair shall limit public comments to three minutes.

- 5. CONSENT ITEMS**

- a. Approve Minutes from August 24, 2017 meeting**

- 6. ACTION ITEMS**

- a. Budget Amendment for Legal Services for FY2017**

The Board will consider authorizing the payment of \$7,368.11 to Brownstein Hyatt Farber Schreck over the \$30,000 authorized in the FY2017 Budget for legal services provided through June 7, 2017.

- b. Long-term Contract with Kear Groundwater**

The Board will consider authorizing the Chair to execute a contract with Jordan Kear for hydrogeological services related to the development of the GSP.

- c. Treasurer/Auditor Services Agreement with the County of Ventura**

The Board will consider authorizing the agreement between the Upper Ventura River Groundwater Agency and the County of Ventura for the County to serve as the treasurer and auditor for the Agency, and in that role, provide financial/accounting services through the Auditor-Controller's Office for the County of Ventura.

- d. Member Agency Contributions**

The Board will consider requesting each Member Agency contribute a minimum of \$25,000 within 45 days with the balance due by March 1, 2018 so the Agency has an operating budget to pay its expenses.

*\* In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals so they may attend and participate in meetings.*

**e. Groundwater Sustainability Plan (“GSP”) Workshop**

The Board will consider authorizing Chair Kuebler to attend a Department of Water Resources hosted workshop on GSP development in Clovis, CA on September 20, 2017.

**f. Grant Proposal for Upper Ventura River Basin Groundwater Sustainability Agency**

The Board will receive an update on the grant proposal package and consider passing a Resolution to request grant funding from DWR.

**7. COMMITTEE REPORTS**

**a. Report from Ad Hoc Committee to Draft Bylaws**

**b. Report from Ad Hoc Committee to Interface with California Water Action Plan Representatives**

**c. Report from Ad Hoc Stakeholder Engagement Committee**

**d. Report from Funding Options and Budget Review Ad Hoc Committee**

**8. EXECUTIVE DIRECTOR’S REPORT**

**9. ADJOURNMENT**

**UPPER VENTURA RIVER GROUNDWATER AGENCY  
MINUTES OF REGULAR MEETING August 24, 2017**

Directors present were: Joe McDermott, Bruce Kuebler, Mary Bergen, Larry Rose, and Emily Ayala. Alternate Directors present were: Mike Hollebrands for Mike Krumpschmidt. Also present were: Interim Executive Director Jennifer Tribo and Attorney Dylan Johnson. Public present were Cece Vandermeer, Nancy Broschart, Jordan Kear, Bryan Bondy, Diana Engle, Lynn Rodriguez, Eugene Peck, Ernie Ford, and Bert Rapp.

- 1) **CALL TO ORDER**- Chairperson Bruce Kuebler called the meeting to order at 1:02 P.M.
- 2) **PLEDGE OF ALLEGIANCE** – Led by Bruce Kuebler.
- 3) **DIRECTOR ANNOUNCEMENTS** –  
Director Bergen announced that the Casistas Municipal Water District approved the Ventura River Watershed Council coordinator position at its last Board meeting.  
  
Chair Kuebler added that he is still talking with SWRCB staff regarding the funding of data gaps. The SWRCB may be able to fund a gage at the Camino Cielo bridge.
- 4) **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA** – No public comments were received.
- 5) **CONSENT ITEMS**
  - a. **Approve Minutes from June 8, 2017 regular meeting**  
Alternate Director Hollebrands requested a correction under item 6a.  
  
Director Rose moved to approve the minutes as amended. Seconded by Director Bergen. Chair Kuebler called a voice vote. All ayes. None opposed.
- 6) a. **Contract Amendments for Grant Writing Consultants**  
Jennifer Tribo summarized the staff report.  
No public comments  
  
Director Rose moved to increase the contract with Walter consulting from \$6,400 to \$12,000, to increase the contract with Kear Groundwater from \$3,600 to \$6,000, and authorize Chair Kuebler to sign contract amendments. Seconded by Alternate Director Hollebrands.  
  
Ayes: Bruce Kuebler, Mary Bergen, Mike Hollebrands, Joe McDermott, Larry Rose, Emily Ayala.
- 6) b. **OBGMA Office Sharing Agreement**  
Jennifer Tribo summarized the staff report.  
No Public Comment.  
Director Bergen moved to authorize the Chair to sign the attached office sharing agreement with OBGMA. Seconded by Director Ayala.  
Ayes: Bruce Kuebler, Mary Bergen, Mike Hollebrands, Joe McDermott, Larry Rose, Emily Ayala.
- 6) c. **Consultant to Advise Executive Committee and Board**  
Jennifer Tribo summarized the staff report.  
No public comment.  
Board Discussion:  
Directors Ayala, Bergen, and Hollebrands expressed some concern about the Agency spending so much money before a funding mechanism is in place.

Chair Kuebler added that Mr. Bondy's expertise will be necessary for the development of the GSP and that costs may be offset if the Agency is successful in applying for grant funds from DWR. Director McDermott expressed support for Mr. Bondy and noted his qualifications and the fact that his rate is a good value in comparison to other hydrogeologists.

Chair Kuebler requested changes to his title and phone number on the cover page of the Contract.

Director Bergen moved to authorize Chair Kuebler to sign the attached contract (with noted corrections) with Mr. Bondy. Seconded by Director McDermott.

Ayes: Bruce Kuebler, Mary Bergen, Mike Hollebrands, Joe McDermott, Larry Rose, Emily Ayala.

**6) d. Review of Draft Grant Proposal for Upper Ventura River Basin Groundwater Sustainability Agency**

Chair Kuebler asked the Board's permission to skip to item 6e in order to accommodate Ms. Vandermeer's schedule.

**6) e. Appointment of Executive Director**

Jennifer Tribo summarized the staff report.

No Public comment.

Board Discussion:

Chair Kuebler asked Director McDermott if Ms. Tribo could assist Ms. Vandermeer in preparing the September meeting agenda. Director McDermott agreed.

Chair Kuebler asked whether Ms. Vandermeer can employ an assistant at her discretion or if the Board would have to approve the action.

Attorney Dylan Johnson added that the JPA allows the Executive Director to employ additional persons subject to Board approval.

Mike Hollebrands moved to appoint Cece Vandermeer as the Executive Director and authorize Chair Kuebler to send the attached letter. Seconded by Director Ayala.

Ayes: Bruce Kuebler, Mary Bergen, Mike Hollebrands, Joe McDermott, Larry Rose, Emily Ayala.

**6) d. Review of Draft Grant Proposal for Upper Ventura River Basin Groundwater Sustainability Agency**

Chair Kuebler reviewed the draft grant proposal and walked the Board through the work plan and budget spreadsheets. Chair Kuebler requested that Directors keep track of the time they spend on UVRGA business to the 1/10 of an hour in order to track cost share. Board members should submit comments to Chair Kuebler by August 30, 2017. The next draft will be discussed at the September 14<sup>th</sup> meeting.

Public comment:

Lynn Rodriguez, Watersheds Coalition of Ventura County, asked if the Board was also looking for public comments on the draft application. She has comments and questions related to the public outreach section of the application and the use of the watershed council for outreach.

Chair Kuebler responded that the public should also send him comments by August 30, 2017 and that the specific role of the watershed council has not yet been determined.

Diana Engle, Meiners Oaks Water District, suggested that language in the application be softened to not presuppose the outcomes of the State's instream flow study.

**6) f. Treasurer/Auditor Services Agreement with the County of Ventura**

Jennifer Tribo summarized the staff report. Ms. Tribo passed out the latest version of the agreement (attached) to the Board and public present.

Board Discussion:

Chair Kuebler asked for clarification on whether the County Board of Supervisors had to approve this agreement or if the County Auditor-Controller has the authority to sign. The Directors discussed whether or not this agreement precluded the Agency from having its own bank account. Chair Kuebler indicated that he and Ms. Vandermeer should meet with the County to discuss the details of the arrangement.

Public Comments:

Bryan Bondy added that it is important to sort out these financial details before the grant application is submitted to DWR.

Director Rose moved to continue this item to the next meeting. Seconded by Director Ayala. Chair Kuebler called a voice vote. All ayes. None opposed.

## **6) g. Stakeholder Outreach and Engagement Discussion**

Jennifer Tribo summarized the staff report, then asked Director Rose to lead the discussion with the Board.

Public comment:

Lynn Rodriguez, Watersheds Coalition of Ventura County, asked how the Watershed Council can serve the UVRGA in its stakeholder outreach efforts.

Diana Engle, Meiners Oaks Water District, added that she felt like the UVRGA should have its own stakeholder process/group, but coordinate with the Council.

Bert Rapp, Ventura River Water District, commented that it is good that the stakeholder meeting is scheduled early in the process to give the Agency plenty of time to work out these details.

Board Discussion:

The Directors discussed that while the Watershed Council is a valuable resource that the Agency should have its own stakeholder group/process that coordinates with the Council.

Chair Kuebler asked Mr. Bondy to comment on how the Agency might effectively engage stakeholders.

Mr. Bondy responded that not all of the questions have to be answered now. Let the forum inform the Board. In his experience forming focus groups tasked with exploring/solving a particular problem is an effective way to utilize stakeholders.

Director Bergen added that since the Agency does not have any specific tasks for a stakeholder committee to accomplish right now, that the UVRGA should use the October meeting as a way to inform and update the stakeholders on the process and solicit information from them to guide future outreach efforts.

Director Ayala suggested handing out postcards at the October meeting to solicit information from stakeholders on their concerns and how they wish to be involved.

The ad hoc committee will meet again to finalize the planning for the October meeting.

## **7) COMMITTEE REPORTS**

### **a) Report from Ad Hoc Committee to Draft Bylaws**

Director Rose provided an update. The committee is currently reviewing a draft. Following legal review, it will be brought to the Board for consideration.

### **b) Report from Ad Hoc Committee to Interface with California Water Action Plan Representatives**

Chair Kuebler indicated that the Committee has not had any other communications with the State Water Resources Board.

## **8) EXECUTIVE DIRECTOR'S REPORT –**

Jennifer Tribo provided the attached financial statement to the Board. The next meeting will be held on September 14, 2017 at the City of Ventura City Hall Community Meeting Room. The

regular October meeting is scheduled for the same day as the stakeholder forum (October 12, 2017), so Directors should consider when and where to hold the regular meeting. Ms. Tribo has received an unofficial update that the Ventura River Watershed was not chosen for a Bureau of Reclamation Basin Study.

**9) ADJOURNMENT** – The meeting was adjourned at 3:00 pm.

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(a)

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Budget Amendment for Legal Services for FY2017

#### **SUMMARY**

At the February 9, 2017 meeting, the Board authorized the Executive Director to enter into a legal services agreement with Brownstein Hyatt Farber Schreck (“Brownstein”) for legal representation of the Agency. The Fiscal Year 2017 Budget approved by the Board on April 13, 2017 allocated \$30,000 for legal services. Legal expenses incurred during FY’17 totaled \$43,054.36, but \$5,686.25 was paid in FY’18. The Agency has an outstanding balance of \$7,368.11.

#### **RECOMMENDED ACTION**

The Board will consider two options:

- 1) Amending the FY’17 budget for Brownstein Hyatt Farber Schreck from \$30,000 to \$37,368.11 for legal services provided through June, 2017 and deduct the \$5,686.25 paid for services in July 2017 from the FY’18 budget.
- 2) Apply the \$7,368.11 owed to Brownstein for services in June 2017 to the FY’18 budget resulting in year to date legal expenditures of \$13,054.36.

#### **BACKGROUND**

Brownstein provided legal services for the formation of the Upper Ventura River Groundwater Agency (“Agency”) through a contract with the Ventura River Water District. The scope of work and budget in the contract did not include serving the Agency after the execution of the JPA and creation of the Agency. On February 9, 2017, the Board authorized a separate legal services agreement in order to continue receiving legal services from Brownstein.

The Directors requested that the contract be written as not to exceed \$6,000 per month unless a major legal issue arises. The approved Fiscal Year 2017 budget allocated \$30,000 for legal services.

Standard accounting practice is to charge costs to the FY in which the invoice was received and paid, even if costs were incurred in a prior FY.

#### **FISCAL SUMMARY**

The approved 2016/2017 Agency budget allocated \$30,000 for professional services. The approved FY’18 budget for legal services is \$40,000.

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

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_ M. Bergen\_\_\_ J. Pratt\_\_\_ M. Krumpschmidt\_\_\_ J. McDermott\_\_\_

L. Rose\_\_\_ E. Ayala\_\_\_

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**Item No. 6(b)**

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Long-term Contract with Kear Groundwater

**SUMMARY**

The Upper Ventura River Groundwater Agency (“Agency”) may need the services of another hydrogeologist to assist in the development of the Groundwater Sustainability Plan (“GSP”). Chair Kuebler recommends retaining the services of Jordan Kear of Kear Groundwater to work with the Agency and Bryan Bondy, of Bondy Groundwater Consulting Inc., who is advising the Agency on the GSP. The contract would terminate when DWR approves the GSP.

**RECOMMENDED ACTION**

The Board will consider authorizing the Chair to execute the attached contract with Jordan Kear for hydrogeological services related to the development of the GSP.

**BACKGROUND**

At the June 8, 2017 meeting, the Board authorized the Chair to enter into a contract with Kear Groundwater to assist in the preparation of the Agency’s grant application to the California Department of Water Resources (DWR) to receive funds from the Sustainable Groundwater Planning (SGWP) Grant Program. The Board authorized up to \$3,600 for the contract. On August 24, 2017, the Board authorized a contract amendment to increase the contract amount to \$6,000.

It would be advantageous for the Agency to have available the services of Kear Groundwater during development of the GSP. Jordan Kear is uniquely qualified because of his extensive knowledge of, and work in, the Basin and watershed, and his development of the conceptual model as part of the Basin Boundary Modification process. Many of the data gap studies could be performed by Jordan Kear or Bryan Bondy, depending on their work loads. This would give the Agency flexibility in completing studies and facilitate on- time completion of the GSP.

**FISCAL SUMMARY**

The fiscal impact of this item is dependent on the services requested by the Board. The 2017/2018 Agency budget allocates \$20,000 for hydrogeologist services.

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

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_ M. Bergen\_\_\_ J. Pratt\_\_\_ M. Krumpschmidt\_\_\_ J. McDermott\_\_\_  
L. Rose\_\_\_ E. Ayala\_\_\_



# PROFESSIONAL SERVICES AGREEMENT

## Upper Ventura River Groundwater Agency and Kear Groundwater.

**This Agreement**, is entered in duplicate on the dates set forth below by and between the Upper Ventura River Groundwater Agency, (hereinafter referred to as “Agency”), and Kear Groundwater, a Professional Hydrogeologic Consulting Services Company (“Consultant”).

**By this Agreement**, the Agency agrees to engage the services of Consultant, and Consultant agrees to perform the services for the Agency hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

### **1. Consultant's Services.**

Consultant shall perform the tasks, obligations, and services set forth in the “Scope of Services” attached to and incorporated into this Agreement as Exhibit “A.”

### **2. Compensation for Consultant’s Services.**

The Agency shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the “Schedule of Compensation” attached hereto as Exhibit “B.” The compensation shall be paid at the time and manner set forth in Exhibit “B.” Rates will be reviewed annually for reasonable increases reflecting market trends.

### **3. Term of Agreement.**

The term of this Agreement shall be from September 14, 2017 until approval of the Agency’s Groundwater Sustainability Plan by the Department of Water Resources.

### **4. Commencement of Performance.**

Consultant shall not perform any work under this Agreement until requested in writing by the Agency Representative. All services required of Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

### **5. Reporting of Progress**

Consultant shall provide monthly progress reports to the Agency Representative via email including the number of hours billed.

### **6. Status of Consultant.**

The Agency and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in

which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with the Agency. Consultant is not an agent or employee of the Agency and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the Agency provides for its employees.

**7. Designative Representative.**

(a)	Name:	<u>Jordan Kear</u>
	Title:	<u></u>
	Address	<u>PO Box 2601</u>
	City State Zip:	<u>Santa Barbara, CA 93120</u>
	Email:	<u>jordan@keargroundwater.com</u>

shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the Consultant Representative.

(b)	Name:	<u>Bruce Kuebler</u>
	Title:	<u>Chair, Upper Ventura River</u> <u>Groundwater Agency</u>
	Address	<u>PO Box 1779</u>
	City State Zip:	<u>Ojai, CA 93024</u>
	Email:	<u>pbkuebler@sbcglobal.net</u>

shall be the designated Agency Representative.

**8. Assignment.**

This Agreement is for the professional services of Consultant. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of the Agency shall be prohibited and shall be null and void.

**9. Records and Inspections.**

The Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. The Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

**10. Hold Harmless.**

Consultant shall hold the Agency and the Agency's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to Consultant's performance of its services pursuant to this Agreement. In the event the Agency and/or any of the Agency's officers, employees, agents or volunteers are named in any lawsuit, or should any

claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, Consultant shall indemnify them for any judgment rendered against them for such negligent act, negligent omission or wrongful act, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Consultant also understands and agrees that it is being employed to perform the services provided for by this Agreement because of Consultant's professed expertise and experience in performing such services. In addition Consultant understands and agrees that while the Agency or the Agency's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Consultant pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, Consultant waives any right of contribution against the Agency or any of the Agency's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Consultant pursuant to this Agreement.

#### **11. Covenants and Conditions.**

Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

#### **12. Termination.**

At any time, with or without cause, the Agency shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to Consultant pursuant to Paragraph 18 of this Agreement. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice as provided in Paragraph 18 of this Agreement.

#### **13. Effect of Termination.**

Upon termination as stated in Paragraph 12 of this Agreement, the Agency shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.

#### **14. Ownership of Consultant's Work Product.**

The Agency shall be the owner of any and all computations, plans, correspondence, and/or other pertinent data and information gathered or prepared by Consultant in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by the Agency.

#### **15. Taxpayer Identification Number.**

Consultant shall provide the Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2000), as issued by the Internal Revenue Service.

**16. Insurance**

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.

**17. Modification of Agreement.**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of the Agency and Consultant.

**18. Notices.**

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

**19. Permits and Licenses.**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**20. Waiver.**

A waiver by the Agency of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

**21. Governing Law.**

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

**22. Integrated Agreement.**

This Agreement represents the entire Agreement between the Agency and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**In witness** whereof, the parties have signed this agreement on the dates set forth below.

**(CONSULTANT)**

By: \_\_\_\_\_  
(Name) Date  
(Title)

**Upper Ventura River Groundwater Agency**

By: \_\_\_\_\_  
Bruce Kuebler, Chair Date

APPROVED AS TO FORM:

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Agency is preparing a Groundwater Sustainability Plan (GSP) and may request Consultant to assist in that process by performing various hydrogeological services and related activities. In doing so, the Consultant would be working closely with Bryan Bondy of Bondy Groundwater Consulting Inc., who is advising the Agency on the GSP.

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION**

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Consultant will perform the Tasks described in Exhibit A according to the rates detailed below.

***Hourly Rates:***

Jordan Kear - \$200/hr  
Staff geologist - \$140/hr  
Assistant geologist - \$100/hr  
Professional assistant - \$80/hr

***Travel:*** 0

***Other:*** 0

**EXHIBIT C**  
**INSURANCE**

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Consultant shall provide the following types of insurance designated in this section 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. 6(c)

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Treasurer/Auditor Agreement with the County of Ventura

### **SUMMARY**

Article 7 of the Joint Exercise of Powers Agreement (“JPA Agreement”) requires the Agency to appoint a treasurer and auditor consistent with the requirements in the Government Code. On April 13, 2017, the Board elected to appoint the County treasurer and auditor as the treasurer and auditor for the Agency. The Agency will need to enter into an agreement with the County in order to receive these services. The Board provided comments on a draft agreement at the June 8, 2017 Board meeting and sent it to the County for additional review. The attached redline agreement reflects edits made by the Board and County staff. The final agreement is still being reviewed by County Counsel and the Controller’s office, but will be provided at the meeting.

### **RECOMMENDED ACTION**

The Board will consider authorizing the agreement between the Upper Ventura River Groundwater Agency and the County of Ventura for the County to serve as the treasurer and auditor for the Agency, and in that role, provide financial/accounting services through the Auditor-Controller's Office for the County of Ventura.

### **BACKGROUND**

Section 13.3 of the JPA Agreement requires the Agency to appoint a treasurer and auditor consistent with sections 6505, 6505.5 and 6505.6 of the Government Code.

The Government Code identifies the following four options for appointment of a treasurer. Requirements for appointment of an auditor depend on which option the Agency chooses regarding appointment of a treasurer.

1. Appoint the treasurer of one of the member agencies;
2. Appoint the treasurer for Ventura County;
3. Contract with a certified public accountant; or
4. Appoint an officer or employee of the Agency.

Staff reviewed the above options in detail at the February 1, 2017 meeting. The Board of Directors instructed staff to bring forward additional information regarding the feasibility of options 1 and 4. At the March 9, 2017 Board Meeting, Ventura County indicated that the County Treasurer/Auditor had the capability and capacity to act as Treasurer for the Agency, but that additional information was needed to develop a cost estimate. The City of Ventura also indicated that the City Treasurer would be available, but that the auditor is a contracted position.

At the April 13, 2017 Board Meeting, Alternate Director Shephard indicated that the County Treasurer and Auditor have the capacity and capability to serve as the treasurer/auditor for the Agency and the fee would be approximately \$100 per hour to perform all requested services. Under the government code, if the County provides the treasurer, then the County must also provide the auditor. The Directors discussed that other Agency staff could be hired to perform daily bookkeeping and office management tasks, and the County Treasurer could just review the records as required in order to reduce costs. The Board voted unanimously to appoint the County treasurer and auditor as the treasurer and auditor for the Agency.

At the June 8, 2017 Board meeting, Directors reviewed and commented on a draft agreement. The attached redline agreement reflects edits made by the Board and County staff. The final agreement is still being reviewed by County Counsel and the Controller's office, but will be provided at the meeting.

**FISCAL SUMMARY**

The County Treasurer and Auditor will bill the Agency a fee of approximately \$100 per hour for services provided. The proposed budget for 2017/2018 includes \$7,500 for treasurer/auditor services.

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

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_ M. Bergen\_\_\_ J. Pratt\_\_\_ M. Krumpschmidt\_\_\_ J. McDermott\_\_\_

L. Rose\_\_\_ E. Ayala\_\_\_

## **AGREEMENT TO PROVIDE TREASURER/AUDITOR SERVICES TO UPPER VENTURA RIVER GROUNDWATER AGENCY FY 17/18**

**THIS AGREEMENT TO PROVIDE TREASURER/AUDITOR SERVICES TO UPPER VENTURA RIVER GROUNDWATER AGENCY FY 17/18** ("Agreement") Agreement is made by and between the County of Ventura for services of the Auditor-Controller's Office ("County") and Upper Ventura River Groundwater Agency, a Joint Powers entity ("UVRGA") (collectively, referred to as "Parties" or individually as "Party").

**WHEREAS**, UVRGA is in need of a treasurer and auditor to perform financial and accounting services in connection with the execution of its duties; and

**WHEREAS**, UVRGA desires to receive those services through the County of Ventura Auditor-Controller's Office; and

**WHEREAS**, the County is authorized to provide such financial and accounting services to UVRGA at a cost not to exceed the actual costs of providing similar services to County departments, and at rates effective during the term of the agreement;

**NOW THEREFORE**, to accomplish these objectives, the County and UVRGA enter into this Agreement, as follows:

1. **Term of Agreement.** The Agreement shall cover the period of time from and including July XX, 2017, to and including June 30, 2018. Early termination may be made by either Party upon ninety (90) day notice in writing.

2. **Scope of Services.** The County, through the Auditor-Controller's Office, shall act as the treasurer and auditor to the UVRGA, and in such roles, provide general financial and accounting services as requested by UVRGA, including but not limited to: **all such duties and responsibilities, specified in sections 6505, 6505.5 and 6505.6 of the California Government Code; providing monthly (note: the Gov't Code minimum fiscal year reporting requirement is quarterly beginning in July) financial statement reports from the Ventura County Financial Management System;** budgetary and financial and accounting review services; payment of authorized claims, and cash receipt transactions; enforcement of internal controls on the funds of UVRGA; and liaison with UVRGA management. ~~In addition, the County shall respond to a Request for Proposal of services for the annual audit to be performed by an outside auditor. - In addition, the County can assist with a Request for Proposal for audit services. The outside auditor~~ Audit costs are separate from this Agreement. Said services shall be provided only in the event UVRGA continues to deposit its funds in the County of Ventura Treasury. In accordance with section 6505.1 of the California Government Code, the \_\_\_\_\_ is designated as the County office \_\_\_\_\_ that will have charge of, handle, and have access to the property of the UVRGA and the \_\_\_\_\_ shall file an official bond in an amount of \$X,XXX.

### **3. Accounting Services and Costs.**

a. **General Accounting Services.** Direct staff general accounting services and costs incurred shall be billed at actual hours at County Board approved contract service rates. Management services are covered within the participating staff contract rates as overhead, except for special projects if required. On signing the Agreement, the billing rate will be the County's various contract service rates adopted by the Board of Supervisors of the County effective during the term of the Agreement.

b. **Other Accounting Services.** ~~The costs for accounts payable services shall be charged at the County Board approved contract service rate for accounts payable transactions.~~ Other specialized services, audits or special consulting services beyond the scope of Section 2 shall be provided at an

additional cost to be agreed to in advance through an amendment in accordance with Section 8 to this Agreement.

c. Billing. The method of billing for the costs of services under this Agreement shall be consistent with the normal billing processes established by the County and the County's Board of Supervisors. The billing shall be presented with task and hours detail on the calendar quarter, approved by the UVRGA Executive Director, then paid ~~through an internal billing transaction by journal voucher.~~

4. **Fiscal year 2017-18 Agreement Costs.** Accounting services costs for 2017-18 are not to exceed \$X,XXX including accounting and accounts payable charges. County agrees to notify UVRGA if actual costs are within 10 percent of the not to exceed amount. If both Parties agree in writing to actual costs in excess of \$X,XXX those costs will be authorized for reimbursement through an amendment of the not to exceed amount or through an amendment indicating that excess actual costs will be paid in the subsequent fiscal year.

5. **Policies and Procedures.** UVRGA agrees that, for the services rendered under this Agreement, the County will not be required to establish separate policies and procedures from those applicable to the County. Such policies and procedures include but are not limited to guidelines on contracts, County ordinances, claims against the County, reimbursement for County employee expenses, etc. Reimbursement for UVRGA authorized travel shall be in accordance with County's travel policy in effect as of the date of the travel for which reimbursement is sought.

6. **Communication.** The County shall maintain an ongoing relationship with UVRGA by providing a designated liaison from the management of the Auditor-Controller's organization who will have the primary responsibility for providing the accounting services. The designated liaison may meet as needed with the UVRGA Executive Director to review the services provided.

7. **Indemnification.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

8. **Amendment.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the written consent of both Parties.

9. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

10. **Venue.** The venue for any legal action filed by either Party in State court to enforce any provision of this Agreement shall be Ventura County, California.

11. **Entirety of Agreement.** This Agreement constitutes the entire Agreement between the Parties relating to the specific subject of this Agreement and supersedes all previous agreements, promises, representations, understanding and negotiation, whether written or oral, among the Parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto and effective as of September XX, 2017.

COUNTY OF VENTURA , a  
political Subdivision of the State of  
California

UVRGA, a California Joint Powers Agency

By:

By:

Name: Jeffery S. Burgh

Name: Bruce Kuebler

Title: Auditor-Controller

Title: Chair, UVRGA

Date:

Date:

Attest:

By:

Name: Cece VanVerMeer

Title: Asst. Executive Director , UVRGA

Date:

Approved as to From:

County Counsel or UVRGA Counsel

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

DRAFT

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**Item No. 6(d)**

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Member Agency Contributions

**SUMMARY**

Article 14 of the Joint Exercise of Powers Agreement (“JPA Agreement”) provides that the Agency may be funded by Member contributions. The amount and frequency of the assessment can be determined by a supermajority vote of the Board. In order for the Agency to pay for legal, technical, and consultant services received in a timely manner, the Board should consider requesting that the member agencies contribute a portion of the annual budget regularly rather than in response to each invoice.

**RECOMMENDED ACTION**

The Board will consider requesting each Member Agency contribute a minimum of \$25,000 within 45 days with the balance due by March 1, 2018 so the Agency has an operating budget to pay its expenses.

**BACKGROUND**

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

In adopting the FY’ 18 budget, each Member Agency committed to a contribution of \$50,000 with an expectation that another financing mechanism would be set up during FY’ 18 for subsequent fiscal years.

**FISCAL SUMMARY**

If the Board elects not to request that each Member Agency contribute \$25,000 within 45 days, UVRGA would be required to reevaluate its fiscal year 2018 budget.

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

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_ M. Bergen\_\_\_ J. Pratt\_\_\_ M. Krumpschmidt\_\_\_ J. McDermott\_\_\_

L. Rose\_\_\_ E. Ayala\_\_\_

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**Item No. 6(e)**

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Groundwater Sustainability Plan (“GSP”) Workshop

**SUMMARY**

The Department of Water Resources (“DWR”) is hosting a GSP workshop on September 20, 2017 in Clovis, CA. Chair Kuebler would like to attend the workshop in order to guide the development of the Agency’s GSP.

**RECOMMENDED ACTION**

The Board will consider authorizing Chair Kuebler to attend a DWR hosted workshop on GSP development in Clovis, CA on September 20, 2017.

**BACKGROUND**

See attached flyer.

**FISCAL SUMMARY**

There is no fiscal impact associated with this item.

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

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_ M. Bergen\_\_\_ J. Pratt\_\_\_ M. Krumpschmidt\_\_\_ J. McDermott\_\_\_

L. Rose\_\_\_ E. Ayala\_\_\_

# SGMA Groundwater Sustainability Plan Workshop

Hosted by the CA Department of Water Resources

Join us for an interactive workshop to discuss DWR Sustainable Groundwater Management Program implementation efforts and key components of Groundwater Sustainability Plan development.

This workshop will feature:

- GSA formation updates
- Assistance & engagement information
- Guidance, data, and tools overviews
- Interactive forums on Groundwater Sustainability Plan development
- Information booths on Proposition 1 Sustainable Groundwater Planning Grant

*and much more*

Don't miss the opportunity to meet DWR Sustainable Groundwater Management Program and Region Office Staff! Information booths will open at 12:30 P.M.

**September 20, 2017**

**1:00 P.M. to 5:00 P.M.**

**Clovis Veterans Memorial District  
808 Fourth Street, Clovis, CA 93612**

**Please RSVP for the workshop at  
<http://bit.ly/2xzs0Qo>**

Registration is not required but is appreciated to ensure suitable accommodations for all attendees. This workshop is free of charge and is open to all interested persons and the public.



For questions or if you need special accommodations, please contact us at (916) 653-7564 or [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov)

Visit DWR's Sustainable Groundwater Management website at <http://water.ca.gov/groundwater/sgm/>

## UPPER VENTURA RIVER GROUNDWATER AGENCY

### Item No. 6(f)

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Grant Proposal for Upper Ventura River Basin Groundwater Sustainability Agency

#### **SUMMARY**

The California Department of Water Resources (DWR) released the Final Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects on September 8, 2017. DWR is administering the Sustainable Groundwater Planning Grant Program, using funds authorized by Proposition 1, to encourage sustainable management of groundwater resources that support Sustainable Groundwater Management Act (SGMA). The Final PSP indicates that funding applications for the first round of funding must be submitted during the first open filing phase between September and November 10, 2017.

The Board discussed the draft grant application developed by Walter Consulting & Grant Writing and Kear Groundwater at its August 24, 2017 meeting. At that meeting, the Board also authorized a contract with Bondy Groundwater Consulting Inc. to advise the Executive Committee and the Board on the development of the GSP. Chair Kuebler and Mr. Bondy will provide the Board with a status update on the grant application package.

#### **RECOMMENDED ACTION**

The Board will receive an update on the grant proposal package and consider passing the attached Resolution to request grant funding from DWR.

#### **BACKGROUND**

DWR is administering the Sustainable Groundwater Planning (SGWP) Grant Program using funds authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). The draft Proposal Solicitation Package (PSP) for Groundwater Sustainability Plans (GSPs) and Projects was released in May 2017 and the final PSP was released on September 8, 2017.

The PSP is making a total of approximately \$86.3 million available, with at least \$10 million made available to projects that serve Severely Disadvantaged Communities (SDACs) and the remaining amount for planning, development, or preparation of GSPs. Eligible projects for this PSP must address high and medium priority basins as identified in DWR Bulletin 118 or a non-adjudicated portion of one of these basins.

This grant program requires that applicants provide 50% cost share. The program allows for long-term projects, as completion of Groundwater Sustainability Plans is a mandatory deliverable.

In anticipation of DWR’s release of the final PSP, the Board authorized the chair at the June 8, 2017 meeting to enter into contracts with Walter Consulting & Grant Writing and Kear Groundwater to prepare the Agency’s grant application to the California Department of Water Resources (DWR) to receive funds from the Sustainable Groundwater Planning (SGWP) Grant Program. Because of the nexus between stakeholder engagement and GSP development, the Board directed the ad hoc stakeholder engagement committee to work with the consultants to develop a draft grant application. Ms. Walter has worked with Jordan Kear and Directors Kuebler, Bergen, and Rose to develop the attached draft grant application package. It is subject to significant changes in wording and costs to address changes in the final PSP or guidance provided in workshops conducted by DWR.

Adoption of the Resolution now gives the Agency flexibility on when to file its application. The current filing deadline is November 10, 2017. The Resolution does not approve the specific grant wording. The final grant application will be approved and submitted by Chair Kuebler and GSP advisor Bryan Bondy.

The draft grant proposal from the UVRGA requests \$500,000 in funding, matched by \$500,000 in cost share, to accomplish the following:

**1. Create the Groundwater Sustainability Agency.** This work is largely already complete. The costs to create the UVRGA going back to January 2015 can be used as cost share, and will account for over half of the required 50% cost share. This task accounts of 28% of overall project funding.

**2. Fill key data gaps.** Funding for nine different data collection and technical analyses tasks is requested. These data and analyses are needed to adequately characterize and assess the groundwater basin’s hydrology in order to develop sustainable groundwater management. This expanded monitoring and characterization will address deficiencies, especially in the understanding of the basin’s dynamic surface water-groundwater interactions, which are now obstacles in determining an accurate water budget for the basin as well as completing the conceptual groundwater model. This task accounts of 22% of overall project funding.

**3. Prepare a Groundwater Sustainability Plan (GSP).** Developing the GSP will comprise the bulk of the effort and is expected to be completed by the end of 2021. This task accounts of 41% of overall project funding.

Project management accounts for the remaining 9% of overall project funding.

**FISCAL SUMMARY**

If the Board does not adopt the proposed resolution requesting grant funding and receive the requested funds, the agency will need to rely on significantly increased contributions from member agencies and other funding sources to accomplish the work described above.

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

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

B. Kuebler\_\_\_ M. Bergen\_\_\_ J. Pratt\_\_\_ M. Krumpschmidt\_\_\_ J. McDermott\_\_\_

L. Rose\_\_\_ E. Ayala\_\_\_

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**BOARD OF DIRECTORS**

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**RESOLUTION NO. 2017-4**

**A RESOLUTION OF THE UPPER VENTURA RIVER GROUNDWATER AGENCY (AGENCY) AUTHORIZING APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) SUSTAINABLE GROUNDWATER PLANNING GRANT PROGRAM**

**WHEREAS**, DWR released the final proposal solicitation package for groundwater sustainability plans and projects on September 8, 2017;

**WHEREAS**, the Upper Ventura River Groundwater Basin qualifies for funding;

**NOW, THEREFORE**, the Board of Directors of the Upper Ventura River Groundwater Agency does hereby resolve that application be made to the California Department of Water Resources to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the Upper Ventura River Groundwater Sustainability Agency and Plan. The Board Chair of the Upper Ventura River Groundwater Agency is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources.

PASSED, APPROVED, AND ADOPTED this 14th day of September, 2017.

\_\_\_\_\_  
Bruce Kuebler, Board Chair

ATTEST:

\_\_\_\_\_  
Cece Vandermeer  
Executive Director

APPROVED AS TO FORM

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

# UPPER VENTURA RIVER GROUNDWATER AGENCY

## Item No. 7

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Committee Reports

**a. Report from Ad Hoc Committee to Draft Bylaws**

The Bylaws Committee will update the Board of Directors on their progress at the meeting.

**b. Report from Ad Hoc Committee to Interface with California Water Action Plan Representatives**

The Ad Hoc Committee to Interface with California Water Action Plan Representatives will update the Board of Directors on any relevant activities since the August 24, 2017 Board meeting.

**c. Report from Ad Hoc Stakeholder Engagement Committee**

The Ad Hoc Stakeholder Engagement Committee will update the Board of Directors on their progress planning for the October 12, 2017 Stakeholder forum.

**d. Report from Funding Options and Budget Review Ad Hoc Committee**

Funding Options and Budget Review Ad Hoc Committee will update the Board of Directors on their progress at the meeting.

**UPPER VENTURA RIVER GROUNDWATER AGENCY**

**Item No. 8**

**DATE:** September 14, 2017  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Executive Director's Report

The Interim Executive Director will provide an oral report at the meeting.