



Post Office Box 3544  
Ventura, CA 93006-3544  
(805) 525-4431  
<https://moundbasingsa.org>

NOTICE IS HEREBY GIVEN that the Mound Basin Groundwater Sustainability Agency (“Agency”) Board of Directors (“Directors”) will hold a **REGULAR BOARD MEETING at 1:00 P.M. on Thursday, August 16, 2018** at **Ventura City Hall, Room 223 (Santa Cruz Room)** **501 Poli Street, Ventura, California 93001**

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS**  
**REVISED AGENDA**

**Thursday, August 16, 2018**

**CALL TO ORDER**

**1. PLEDGE OF ALLEGIANCE**

**2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGEND**

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

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**  
**Motion**

**5. CONSENT CALENDAR**

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

**5a Approval of Minutes from July 26, 2018 Mound Basin GSA Board meeting**

**5b Approval of Invoices to County of Ventura and City of Ventura**  
Ventura County/Watershed Protection District (\$50,000); City of Ventura/Ventura Water (\$55,000)

**6. BOARD MEMBER ANNOUNCEMENTS**

**7. ACTION ITEMS**

**7a. Nomination and Appointment of Environmental Stakeholder Director**

The Board will consider the nomination and reappointment of Conner Everts as Environmental Stakeholder Director.

- 7b. Nomination and Appointment of Agricultural Stakeholder Director**  
The Board will consider the nomination and reappointment of James Chambers as Agricultural Stakeholder Director.
- 7c. Review and Planning for Public Hearing on Establishment of the Agency's Groundwater Extraction Fee Assessments and Proposed Mound Basin Boundary Modifications**  
The Board will discuss preparations for the Public Hearing scheduled for August 23, 2018.
- 7d. Proposed Bylaws**  
The Board will consider approving the proposed Bylaws as amended by legal counsel based on Board direction.

## 9. FUTURE AGENDA ITEMS

### ADJOURNMENT

*Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at UWCD's offices at 106 North 8<sup>th</sup> Street in Santa Paula during normal business hours.*

*The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, or if you require agenda materials in an alternative format, please contact the Mound Basin Clerk of the Board at (805) 525-4431 or the City of Ventura at (805) 654-7800. Notification of at least 48 hours prior to the meeting will enable the Agency to make appropriate arrangements.*

Approved: \_\_\_\_\_

  
Executive Director Bryan Bondy

Posted: (date) August 13, 2018 At: \_\_\_\_\_ (time) 10:30 a.m. (attest) Kris Sofley  
<https://www.moundbasingsa.org>

Posted: (date) August 13, 2018 (time) 10:30 a.m. (attest) Kris Sofley  
At: <https://www.facebook.com/moundbasingsa/>

Posted: (date) August 13, 2018 (time) 10:30 am. (attest) Kris Sofley  
At: United Water Conservation District, 106 N 8<sup>th</sup> Street, Santa Paula CA 93060

Posted: (date) August 13, 2018 (time) 10:30a.m. (attest) Kris Sofley  
At: Ventura City Hall, 501 Poli Street, Ventura, California 93001



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**MINUTES**  
**Mound Basin GSA Special Board Meeting**  
**and Public Budget Workshop**  
**Thursday, July 26, 2018**

**DIRECTORS IN ATTENDANCE:**

Kevin Brown, Vice Chair  
Jim Chambers  
Conner Everts  
Mike Mobley, Chair (arrived at 1:30pm)  
Glenn Shephard, Treasurer

**STAFF IN ATTENDANCE:**

Bryan Bondy, Executive Director  
Kris Sofley, Clerk of the Board  
Jennifer Tribo, Interim Executive Director

**PUBLIC IN ATTENDANCE:**

Margo Ferris  
Dee Lockwood  
Neal Maguire  
Tina Rivera, UWCD

- 1. Call to Order 1:17p.m.**  
Director Brown called the meeting to order at 1:17p.m., chairing the meeting in Director Mobley's absence.
- 2. Pledge of Allegiance**  
Director Brown led the meeting participants in the Pledge of Allegiance.
- 3. Director Announcements**  
Director Brown reported that Ventura Water was moving forward on its application for the Bureau of Reclamation grant for funding of a water recycling facility.  
  
Director Shephard reported that the multiple Fox Canyon GMA meetings lasted all day and that it is getting close to concluding its GSPs.  
  
Director Everts reported that he had reached the end of his one year term as Stakeholder Director and, in accordance with the JPA bylaws, would abstain from voting on any action items until he can be re-nominated and reappointed by the Board.
- 4. Public Comments**  
Director Brown invited public comments. None were offered.

**5. Consent Items [Note that action on this item was delayed until Director Mobley arrived]**

Regarding the June 21, 2018 Minutes, Director Chambers asked that the minutes be amended on item 6i, Support Letter for Bureau of Reclamation Assistance, to show that the letter was intended to support the City of Ventura's grant request under the Bureau of Reclamation's Title XVI program, and was not an endorsement of the City's recycled water plan.

Motion to approve the minutes as amended, Director Mobley; Second Director Brown. Voice vote: three ayes (Brown, Mobley, Shephard); none opposed. Director Everts and Director Chambers abstained from voting until their reappointment as Stakeholder Directors.

**6a. Long-term Budget and Funding Options Discussion**

Director Brown opened the discussion on long-term budget and funding options for the Agency, reminding those in attendance of the preceding meetings and discussions leading up to today's discussion. He noted that the long-term budget spreadsheet had been amended to reflect the Prop 1 DWR grant award and maintain reserves through 2023. He added that groundwater extraction fee of \$15 per acre foot would increase to \$30 per acre foot until 2020, then be reduced to \$27.50 in the second half of 2021 and eventually stabilize at \$16 per acre foot through 2023. He then opened the floor for Board and public discussion.

Bryan Bondy stated that other changes had been made to the long-term budget in addition to the grant reimbursement. He explained that some of the GSA administrative expenses had been duplicated and grant management had been deducted from program administration. Some GSP tasks were factored for completion by 2023 but needed to be completed in 2022, so the work load and expenses had to be shifted to one year earlier. The loans from the County and City will be made later and there is a 10 percent holdback on grant reimbursement until the GSP is submitted. Mr. Bondy also said that reimbursement from the State on expenses covered by the grant typically are not made until the all of the work in that section of the GSP is completed, and the Agency demonstrates that it has covered its cost share for each tasks, then reimbursement kicks in. Removing the proposed monitoring well, which included \$175,000 in grant funding and \$225,000 in cost share, required rebalancing of the budget by \$23,000 to ensure the grant match is met. He said the budget is balanced budget with reserves through 2022, but the changes have resulted in misalignment with the current fiscal year budget, which will need to be reviewed and amended accordingly.

At 1:30p.m., Director Mobley arrived. Director Brown informed Director Mobley that Mr. Bondy had been walking the board through the changes to the proposed budget. Director Chambers added that the budget had been front loaded and the extraction fee was condensed.

Director Mobley asked if Mr. Bondy had factored in the time it takes for the State to reimburse the Agency which causes the deficit to go higher and requires the Agency to bring in more revenue.

Neal Maguire asked if there was a plan or program that would enable the Agency to charge a fee for new well permits and project reviews.

Mr. Bondy responded that routine reviews are included in the budget, but reviews for larger projects would need to be discussed with the Board.

Director Mobley was asked to review the Minutes under the Consent Item. Director Brown said that Director Chambers had asked that the Minutes be amended on item 6i to indicate the Board's letter of support was not an endorsement of the City's plan. The motion was made and a voice vote was taken as indicated in item 5 above.

Director Chambers asked for clarification on the term of the Stakeholder Director positions. Jennifer Tribo said she believed the nomination and appointment had to occur at a Regular Board meeting and that she would check with legal counsel.

**6b Schedule Public Hearing to Consider Imposition of Groundwater Extraction Fee**

Director Chambers asked if the proposed extraction rate was based on a 10 year average. Director Mobley stated that it was, and that billing would be based on actual use, not estimates, in response to feedback from the Public Workshops.

Director Chambers asked if the Board had set a ratio for agricultural use and city use and would billing be based on projected use or actual use. Director Mobley responded that the M&I rate is the same as the Ag rate and there would be no ratio. Both Directors Mobley and Brown confirmed that rates would be billed on actual use and that bills would be sent out every six months.

Director Brown said the Agency would establish the rate and review every six months in case something needs to be adjusted or in case of operational issues, such as iron and manganese treatment, or if wells are taken offline.

Director Chambers said that Ag doesn't typically have huge variations and what the City does impacts revenue. He asked if the Board would have discussions about the rate or fee every six months or would there have to be workshops.

Director Shephard said the rate applied is the same fixed fee and that it would "true up" and be reviewed and/or adjusted every six months. Director Mobley added that as long as the Agency was meeting its revenue needs the rate would be fixed. Director Brown said that it is a moving target right now and the Agency should "true up" the rate every six months until the GSP takes effect in 2022. He also said that the budget is published every year based on allocations and maintaining operations to get to that figure. Director Mobley said that due to drought conditions, the numbers are low.

Director Mobley then focused the Board's attention on the date of the Public Hearing, August 23, which Ms. Tribo confirmed and stated that she had reserved the Community Room at City Hall for that date.

Director Mobley asked if 1pm was still good for everyone's calendar. Director Brown asked if it was a regular Board meeting and then a Public Workshop. Ms. Tribo responded that the Regular Board meeting, which would include reappointment of Stakeholder Directors, would be held on August 16 and the Public Hearing would take place on August 23.

Director Everts said that he would not be available on August 16, and Director Mobley said that he didn't need to be present, he could be appointed in absentia. Mr. Bondy said he also was unavailable on August 16.

Motion to set the Public Hearing for Thursday, August 23 at 1p.m., Director Brown; Second, Director Chambers. Voice vote: four ayes (Brown, Chambers, Mobley, Shephard); none opposed; one abstaining (Everts). Motion carries 4/0/1.

**6c Bylaws Discussion**

Kris Sofley reported that the Fillmore Piru Basins GSA had approved its Bylaws with a slight amendment to Article 10, adding that customers could request a refund of overpayment, otherwise overpayment would be carried as a credit on the customers' account. She added that she would send the final version to Mr. Hughes for his review. Mr. Bondy said Section 11.2 under Record Retention Policy needs to be amended to reflect that the Board will be reviewing and adopting a Records Retention Policy and Schedule by December 31, 2018. Section currently cites July 31, 2018. Director Brown asked that the fee language regarding request for refund if overpayment be added to the bylaws. Ms. Tribo suggested not to vote on the Bylaws at today's meeting and bring them back for review in approval in August. The Board agreed to table the discussion of the draft Bylaws until its Regular August Board meeting.

**6d Drug Free Workplace Policy**

Ms. Tribo reported that the Drug Free Workplace policy was in accordance with Government Code Section 8355 and in an effort to satisfy GSP grant eligibility requirements. She said that the Upper Ventura River GSA had a policy but the Fillmore and Piru Basins GSA did not and since there are currently no employees, it doesn't really apply. Directors stated that it didn't require a discussion. Motion to adopt a drug free workplace policy, Director Shephard; Second, Director Brown. Voice vote: four ayes (Brown, Chambers, Mobley, Shephard); none opposed; one abstaining (Everts). Motion carries 4/0/1.

**7. Executive Directors Update**

Ms. Tribo updated the Board on a number of outstanding issues. The agency's Conflict of Interest Code has been approved by the County and Ms. Sofley will work to update Form 700 requirements going forward.

Basin Boundary Modification deadline has been extended until September 28. Mr. Bondy recommends that the Agency has the time now to adjust the North boundary to match the aquifer. He said it will take little time technically to adjust that boundary and does not add or detract wells from the Agency's jurisdiction and will save the Agency from having another costly boundary modification at a later date. Director Mobley suggested adding it to the Public Hearing discussion on August 23 and get it finished by the new September 28 deadline.

Ms. Tribo reported that she was hoping the Agency's website would be online and accessible by August 1 and was posting materials for the Public Hearing meeting on both the Agency website and the Mound Basin GSA page on the City of Ventura's website. Ms. Sofley added that she could create a Facebook page for the Mound Basin GSA and also use that to post materials and notice of the Public Hearing.

Nominations and appointments for Stakeholder Directors will take place at the August 16 Regular Board meeting. Director Everts can be appointed in absentia but Ms. Tribo will check with legal counsel to confirm. The Agency may also reappoint Director Chambers, that way both Stakeholder Directors will be active and able to vote at the Public Hearing. Director Shephard confirmed that the appointment of Stakeholder Directors has to occur at a Regular Board meeting.

Regarding the Agency's GSP grant, Ms. Tribo sent the required information to DWR within the 45 day reply period. Mr. Bondy added that the Grant agreement may take between three to six months to receive and once the Agency has signed the agreement, it has to go back to the State for final execution, which could take another month. Mr. Bondy provided a copy of the Grant agreement template to legal counsel for advance review.

The Grant agreement work plan schedule and budget need to be in lock step. At present, the Agency is waiting for feedback from DWR. Director Mobley asked about organizational activities and Mr. Bondy stated that there needs to be a system for documentation of Board time as it relates to the GSP's work scope. At present, it is a matter of getting caught up and then just keeping it up to date.

Director Chambers asked if that only applies to member Directors and Mr. Bondy replied that the cost share applies to all directors. Tina Rivera, CFO for UWCD, added that she had some ideas as to how to do that and Mr. Bondy replied that he thought it best to run it all through the accounting staff at UWCD and would schedule a meeting with her and her staff shortly and that her feedback would be appreciated.

Director Mobley said that Directors should start tracking their time in earnest in 2019. He also said that he was expecting to have a contractor or consultant on board by last quarter of the year, which required an RFP in September, a review of submission in October and finalizing an agreement in November.

Mr. Bondy said that he would like to see how the work splits out between UWCD and a consultant and would like to set that up with Director Mobley. He also said he had questions about the \$50,000 in kind services from UWCD and would like to include that

information in the budget and long term project planning of the GSP. He said it was important that everyone understands prior to the public hearing how much work UWCD was providing through in-kind services versus fees. Mr. Bondy suggest that he and Director Mobley meet with UWCD staff as what work UWCD will perform will also impact the consultant's work schedule.

Director Shephard said that DWR representatives can assist the Agency with regarding to monitoring wells and that grant projects should be shovel ready, real estate acquisitions all lined up, notice of intent, all these are worth considering and he will discuss these with Mr. Bondy, Director Mobley and Director Brown.

The Board adjourned at 2:15p.m. for a 15 minute break before reconvening to open and conduct a Public Budget Workshop at 2:30p.m.

#### 8. **Public Budget Workshop**

Director Mobley called the Public Budget Workshop to order at 2:35p.m. He stated that in CY Jul-Dec 2017, the Agency had no revenue and incurred \$11,000 in expenses. From Jan-Jun 2018, the Agency incurred \$11,900 in expenses and, based on an extraction fee of \$15 AF, showed an estimated income of \$33,000, which would cover expenses through June 2018. The period of Jul-Dec 2018 gets more expensive as the agency begins building reserves of \$25,000 and incurs anticipated expenses of \$115,000 or more, which causes the extraction fee to go up to \$30 AF. Assuming the Agency will receive a loan from the County of \$50,000 and a loan from the City of \$55,000 plus the extraction fees estimated at \$97,500, the Agency would have a six month balance of \$112,000. The Agency would continue to build that up over the next cycle, incurring even greater expenses in Jan – Jun 2019. The \$30 AF estimate is based on 10 year average use, and then the yearly average is cut in half as a best estimate. The Agency will look at extraction numbers and bill in arrears. In the first half of 2019, if expenses are lower or revenue is higher the extraction fee will be reviewed and compared to true/actual and there will be no difference in rates between agricultural and M&I. The next six month cycle is expected to continue the rate of \$30 AF to align revenue and expenses. The grant reimbursement kicks in as the GSP accelerates. Jul – Dec 2019, \$30 AF is a fair estimate and in 2020, the Agency expects to bring the extraction fee down as expenses decrease, to \$27.50 AF, and that rate will be consistent through June 2021. For Jul – Dec 2021, the extraction rate will go down again to \$16 AF and will remain at \$16 AF through 2024. By 2023, grant reimbursement is done.

There is a plan for a monitoring well, estimated to cost about \$400,000, and the Agency will look to get grant funding for at least a portion of that expense. There is grant money available and there is a need for monitoring these areas where no data exists.

Mr. Bondy added that areas towards the River, near the estuary by Olivas Golf Course property, the connection between surface and main aquifers, the hydrology needs to be studied as there are gaps in monitoring.

Margo Ferris said that McLaughlin Ranch has a well near Olivas Golf Course, just across the street. Director Chambers added that it is an active well but not in production. She

asked if it could be used for monitoring. Mr. Bondy said that it depends on the quality, depth and thickness of the aquifer. That three to four zones should be used to gauge groundwater levels and pressure, which direction the water is moving, up or down flows, the nature of the connection and periodical reviews of the quality. New monitoring wells would complement wells that UWCD maintains in areas like Marina Park, Camino Real and Kimball Park and the City's monitoring wells.

Ms. Ferris asked if the McLaughlin well could be used to monitor and Mr. Bondy replied that he couldn't answer the question at this time as there were many variables to consider.

Director Mobley said that originally the grant award was \$751,000, but pulling out the monitoring well would reduce the amount. Mr. Bondy said that there are alternative grant opportunities to help pay for wells and the Agency would be responsible for CEQA, et cetera, but the program is on a first come basis and other basins with higher priorities would get priority.

Director Mobley said that the original \$400,000 monitoring well would have to be completely paid for prior to reimbursement through the GSP grant, which would have driven the extraction fee to nearly \$80 AF.

Ms. Ferris said that even at \$400,000, if you process that over 50 years, or even 10 years. Mr. Bondy added that it would be a long term investment over several decades and it would be owned by either the Agency or one of the member entities. Director Mobley added that a monitoring well is completely different from a production well.

Neal Maguire asked the Board if there could be a Resolution, noticed in advance, that the extraction fee would be augmented for new entities who install new wells, based on the number of years the GSA has been collecting extraction fees. For example, if a new entity enters the GSA five years after the GSP was adopted, they are charged a rate that is 150 percent or 200 percent of the extraction fee until they catch up to the other rate payers investment. Make that a policy of the Agency. The Agency could cap it at 200 percent.

Mr. Maguire then asked a second question, based on Water Code 10730(a) regarding the extraction fee and well permit fee. He asked if another project was reviewed by the GSA, would it be feasible to expect funding for that project be provided by the project applicant, looking to the Agency to specify that fees for the consultant for that project are paid by applicant and not sourced from extraction fees. Differentiating between nature and storage, public and private, but rather all part of the Resolution.

Ms. Tribo said the Public Hearing would be noticed in the newspaper 20 days prior to the meeting date of August 23 and notice as well as supporting documents will be posted on the Mound Basin GSA website.

Someone asked if the Agency anticipated any other projects over the next five years other than the monitoring well.

Mr. Bondy said he didn't anticipated beginning any new projects but based on projections and usage, might incorporate the City's plans for storage or potential projects to meeting anticipated demand.

Ms. Ferris asked if fees would be back billed to January through June 2018 and Director Mobley said he anticipated invoices being sent in September or October at the latest. She then asked if there was a 30 or 60 day period to pay and Director Mobley said the invoices are payable upon receipt and within 30 days to avoid penalties. She then asked if the billing dates would be the same going forward and Director Mobley said that he expects to catch up to the next period more quickly, getting the invoices out for the end of December 2018 in January 2019 and eventually within a month of the end of the billing cycle. Ms. Rivera added that the billing cycle ended June 30, with payments due July 31, plus there is a ten day grace period. Since UWCD is using those statement to factor bills for the Mound Basin GSA customers, she said it would be the end of August by the time they got the Mound Basin GSA bills out; and for the end of year billing, she said invoices would likely be sent out by the end of February, 2019.

Director Mobley reiterated that the billing will be approximately 60 to 90 days behind UWCD so that bills will be based on actual usage and that meter reading days are the same.

**ADJOURNED 3:15p.m.**

Director Mobley closed the Public Budget Workshop and adjourned the meeting at 3:15p.m.

ATTEST: \_\_\_\_\_  
Director Kevin Brown, Vice Chair/Secretary

I certify that the above is a true and correct copy of the minutes of the Mound Basin Groundwater Sustainability Agency's Special Board of Directors meeting and Public Budget Workshop of July 26, 2018.

ATTEST: \_\_\_\_\_  
Kris Sofley, Clerk of the Board



Item No.: 5b – Consent Calendar

DATE: August 16, 2018  
TO: Board of Directors  
SUBJECT: Approval of Invoices to County of Ventura and City of Ventura

Summary:

In the Mound Basin Joint Exercise of Powers agreement, the GSA has the ability to request funding from its members. At the Agency's December 21, 2017 meeting, the Board considered authorizing its Chair to "request advanced funding from Ventura County Watershed Protection District equate to the member agency contribution according to the Adopted FY 2017-18 Budget." No request was made at that time.

Based on the Board approved FY 2018-19 Budget, member agency advanced funding contributions (loans) will be made in the amounts of \$55,000 (City of Ventura/Ventura Water) and \$50,000 (County of Ventura/Watershed Protection District).

Recommended Action:

Board will consider authorizing UWCD accounting staff, as representatives of the Agency, to submit invoicing to the County and City of Ventura for the applicable loan amounts and authorizes Board Chair to execute Cash Advance and Repayment agreement on behalf of the Mound Basin GSA.

Background:

In accordance with Article 14.1 and 14.2 of the Joint Exercise of Powers agreement executed on June 6, 2017:

14.1 **Authority Funding and Contributions.** For the purpose of funding the expenses and ongoing operations of the Authority, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors may fund the Authority and the GSP as provided in Chapter 8 of SOMA (commencing with section 10730 of the Water Code), through voluntary contributions from Members. The Members agree that the Authority, and not the Members, have the sole responsibility to develop and implement a funding program to fiscally and fully implement the Authority's SOMA compliance efforts and ongoing operations.

14.2 **Return of Contributions.** In accordance with Government Code section 6512.1, the Authority may reimburse Members for all or any part of any contributions made by Members, and any revenues by the Authority may be distributed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (1) any distributions shall be made in proportion to the contributions paid by each Member to the Authority, and (2) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Section 14.2, shall be returned to the contributing Member, together with accrued interests at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Authority shall hold title to all funds and property acquired by the Authority during the term of this Agreement.

Fiscal Summary:

If approved, the paid invoices will provide the Mound Basin GSA with funding to cover administrative operations and expenses as well as initial costs in developing the Agency's Groundwater Sustainability Plan. Funding received would be recognized as the member entities' advanced funding contributions in accordance with FY 2018-19 Budget figures and would be repayable with accrued interest at the published LAIF rate.

Attachments: A – Invoice and Cash Advance Agreement for Ventura County Watershed Protection District

B – Invoice and Cash Advance Agreement for the City of Ventura/Ventura Water

Proposed Motion: Motion to approve and submit invoices to the County of Ventura - Watershed Protection District in the amount of \$50,000 and the City of Ventura – Ventura Water in the amount of \$55,000, for authority funding contributions to the Mound Basin GSA activities which will be repaid with accrued interest at the LAIF rate and authorize Board Chair to execute agreements on behalf of the Mound Basin GSA.

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

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

Director Brown: \_\_\_\_\_ Director Mobley: \_\_\_\_\_ Director Shephard: \_\_\_\_\_

Director Chambers: \_\_\_\_\_ Director Everts: \_\_\_\_\_

**AGREEMENT FOR CASH ADVANCE AND REPAYMENT BETWEEN  
COUNTY OF VENTURA AND MOUND BASIN  
GROUNDWATER SUSTAINABILITY AGENCY**

This Agreement for Cash Advance and Repayment (“Agreement”), dated September 26, 2017, for reference purposes, is made and entered into by and between the COUNTY OF VENTURA, a political subdivision of the State of California (“County”), and the MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY (“MBGSA”) (collectively, “Parties”).

WHEREAS, County, the City of Ventura and the United Water Conservation District are the members (“Members”) of the MBGSA, a joint powers agency created by such Members pursuant to California Government Code section 6500 et seq. (the “Joint Powers Law”) and the Parties’ Joint Exercise Of Powers Agreement effective as of June 1, 2017 (the “Joint Powers Agreement”); and

WHEREAS, as a Member of the MBGSA, County has, under Government Code section 6504, subdivision (c) and section 14.2 of the Joint Powers Agreement, the authority to provide advances of public funds to the MBGSA for the purposes set forth in the Joint Powers Agreement; and

WHEREAS, section 14.3 of the Joint Powers Agreement also provides that the MBGSA has the authority to repay advances made by Members in accordance with the Joint Powers Law and on terms established by the MBGSA’s Board of Directors; and

WHEREAS, the MBGSA has requested that County advance to the MBGSA \$50,000 to provide the MBGSA with funds to pay certain start-up costs; and

WHEREAS, County’s Board of Supervisors has approved the making of a short-term cash advance in the amount of \$50,000 to the MBGSA to be repaid in full by the MBGSA, plus accrued interest thereon;

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I  
ADVANCE AND REPAYMENT**

A. Advance. Upon execution of this Agreement by both Parties, County will advance \$50,000 to the MBGSA under the terms and conditions of this Agreement.

B. Repayment. The MBGSA shall repay in full to County the amount advanced by County under this Agreement, plus accrued interest at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, as set

forth in section 14.3 of the Joint Powers Agreement.

C. Repayment Date. The repayment shall occur on or before December 31, 2021.

## **ARTICLE II GENERAL PROVISIONS**

A. Term. This Agreement is effective upon execution by both Parties and shall continue in full force and effect through and including June 30, 2018, after which time it shall expire; except that the MBGSA's obligation to repay the advance, plus accrued interest, and to perform all other obligations under this Agreement (including indemnification obligations) shall survive the termination of this Agreement.

B. Time of Essence. Time is of the essence with respect to the performance of the MBGSA's obligation to be repay the advancement under this Agreement.

C. Governing Law; Venue. Venue for any action arising out of or related to this Agreement shall only be in Ventura County, California. The rights and obligations of the Parties related to this Agreement shall be governed in all respects by the laws of the State of California.

D. Non-Assignment. The MBGSA shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the prior express, written consent of County.

E. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon, or to give or grant to, any person or entity, other than County and the MBGSA, any right, remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof.

F. Indemnification. As set forth in section 15.2 of the Joint Powers Agreement, the MBGSA agrees to defend, indemnify and hold harmless County and its officers, agents and employees from any liability, claim, suit, action, arbitration proceeding, administrative proceeding, regulatory proceeding, loss, expense or cost of any kind, whether actual alleged or threatened, including attorney fees and costs, court costs, interest, defense costs and expert witness fees, where the same arise out of or are in any way attributable in whole or in part to acts or omissions of the MBGSA or its employees, officers or agents, or negligent acts or omissions (not including gross negligence or wrongful conduct) of the employees, officers or agents of County while acting within the course and scope of a Member of the MBGSA in performance of this Agreement and/or the Joint Powers Agreement.

G. Amendments. Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by the Parties and approved by the Board of Directors of the MBGSA and County's Board of Supervisors.

H. Counterparts. This Agreement may be executed in one or more original

counterparts, all of which together constitute one and the same agreement.

I. Entire Agreement. This Agreement constitutes the entire agreement between the MBGSA and County with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever unless expressly included in this Agreement.

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

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

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

COUNTY OF VENTURA

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

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



# Invoice

PO Box 3544  
Ventura, CA 93006-3544  
www.moundbasingsa.org

Date	Invoice #
8/2/2018	1

Bill To
Ventura County Watershed Protection Dist. Attn: Glenn Shephard 800 S. Victoria Ave. Ventura, CA 93009

Description	Amount
Authority Funding Contribution for Mound Basin Groundwater Sustainability Agency to provide initial funding for GSA activities. To be repaid with accrued interest at the LAIF rate.	50,000.00
For billing questions please call (805) 317-8978.	<b>Total</b> \$50,000.00

*AR*

**AGREEMENT FOR CASH ADVANCE AND REPAYMENT BETWEEN  
CITY OF VENTURA AND MOUND BASIN  
GROUNDWATER SUSTAINABILITY AGENCY**

This Agreement for Cash Advance and Repayment (“Agreement”), dated September 26, 2017, for reference purposes, is made and entered into by and between the CITY OF SAN BUENAVENTURA, a political subdivision of the State of California (“City”), and the MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY (“MBGSA”) (collectively, “Parties”).

WHEREAS, Ventura County, the City of Ventura and the United Water Conservation District are the members (“Members”) of the MBGSA, a joint powers agency created by such Members pursuant to California Government Code section 6500 et seq. (the “Joint Powers Law”) and the Parties’ Joint Exercise Of Powers Agreement effective as of June 1, 2017 (the “Joint Powers Agreement”); and

WHEREAS, as a Member of the MBGSA, City has, under Government Code section 6504, subdivision (c) and section 14.2 of the Joint Powers Agreement, the authority to provide advances of public funds to the MBGSA for the purposes set forth in the Joint Powers Agreement; and

WHEREAS, section 14.3 of the Joint Powers Agreement also provides that the MBGSA has the authority to repay advances made by Members in accordance with the Joint Powers Law and on terms established by the MBGSA’s Board of Directors; and

WHEREAS, the MBGSA has requested that City advance to the MBGSA \$55,000 to provide the MBGSA with funds to pay certain start-up costs; and

WHEREAS, City’s Council has approved the making of a short-term cash advance in the amount of \$55,000 to the MBGSA to be repaid in full by the MBGSA, plus accrued interest thereon;

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I  
ADVANCE AND REPAYMENT**

A. Advance. Upon execution of this Agreement by both Parties, City will advance \$55,000 to the MBGSA under the terms and conditions of this Agreement.

B. Repayment. The MBGSA shall repay in full to City the amount advanced by City under this Agreement, plus accrued interest at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, as set forth

in section 14.3 of the Joint Powers Agreement.

C. Repayment Date. The repayment shall occur on or before December 31, 2022.

## **ARTICLE II GENERAL PROVISIONS**

A. Term. This Agreement is effective upon execution by both Parties and shall continue in full force and effect through and including June 30, 2018, after which time it shall expire; except that the MBGSA's obligation to repay the advance, plus accrued interest, and to perform all other obligations under this Agreement (including indemnification obligations) shall survive the termination of this Agreement.

B. Time of Essence. Time is of the essence with respect to the performance of the MBGSA's obligation to be repay the advancement under this Agreement.

C. Governing Law; Venue. Venue for any action arising out of or related to this Agreement shall only be in Ventura County, California. The rights and obligations of the Parties related to this Agreement shall be governed in all respects by the laws of the State of California.

D. Non-Assignment. The MBGSA shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the prior express, written consent of City.

E. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon, or to give or grant to, any person or entity, other than City and the MBGSA, any right, remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof.

F. Indemnification. As set forth in section 15.2 of the Joint Powers Agreement, the MBGSA agrees to defend, indemnify and hold harmless City and its officers, agents and employees from any liability, claim, suit, action, arbitration proceeding, administrative proceeding, regulatory proceeding, loss, expense or cost of any kind, whether actual alleged or threatened, including attorney fees and costs, court costs, interest, defense costs and expert witness fees, where the same arise out of or are in any way attributable in whole or in part to acts or omissions of the MBGSA or its employees, officers or agents, or negligent acts or omissions (not including gross negligence or wrongful conduct) of the employees, officers or agents of City while acting within the course and scope of a Member of the MBGSA in performance of this Agreement and/or the Joint Powers Agreement.

G. Amendments. Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by the Parties and approved by the Board of Directors of the MBGSA and City's Councilmembers.

H. Counterparts. This Agreement may be executed in one or more original

counterparts, all of which together constitute one and the same agreement.

I. Entire Agreement. This Agreement constitutes the entire agreement between the MBGSA and County with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever unless expressly included in this Agreement.

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

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

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

CITY OF SAN BUEANAVENTURA

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

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



PO Box 3544  
 Ventura, CA 93006-3544  
 www.moundbasingsa.org

# Invoice

Date	Invoice #
8/2/2018	2

Bill To
Ventura Water Attn: Kevin Brown 336 Sanjon Rd. Ventura, CA 93001

Description	Amount
Authority Funding Contribution for Mound Basin Groundwater Sustainability Agency to provide initial funding for GSA activities. To be repaid with accrued interest at the LAIF rate.	55,000.00
For billing questions please call (805) 317-8978.	<b>Total</b> \$55,000.00

*CR*



Item No.: 7a

DATE: August 16, 2018  
TO: Board of Directors  
SUBJECT: Nomination and Appointment of Environmental Stakeholder Director

Summary:

Article 6 of the Joint Powers Agreement (“JPA Agreement”) provides that one Director on the Board of Directors shall be representative of environmental stakeholders and interests (“Environmental Stakeholder Director”) within the Mound Groundwater Basin (“Basin”). This Environmental Stakeholder Director shall meet certain qualifications specified in the JPA Agreement and shall be appointed by a vote of all Member Directors. The Board of Directors has received a nomination from Santa Clara River Environmental Groundwater Committee via The Nature Conservancy, renominating Connor Everts for a second one-year term as Environmental Stakeholder Director to the Board of the Mound Basin GSA.

Recommended Action:

The Board will review the nomination submitted by the Santa Clara River Environmental Groundwater Committee via The Nature Conservancy for the Environmental Stakeholder Director and consider reappointing Mr. Connor Everts to a second one-year term as the Environmental Stakeholder Director for the Mound Basin GSA Board.

Background:

Section 6.1 of the JPA Agreement provides that the Mound Basin Groundwater Sustainability Agency (“Agency”) shall be governed by a Board of Directors composed of five Directors, one of which shall be representative of environmental stakeholders and interests within the Basin.

Section 6.1.3 of the JPA Agreement requires the Environmental Stakeholder Director to “be an active member of a nonprofit, 501(c)(3) organization which has an adopted budget and, at the sole discretion of the Member Directors, meets the following requirements: (i) is currently active within lands overlying the Mound Basin; and (ii) has a mission that advances, or is furthered by, groundwater sustainability.”

The JPA Agreement further provides that the Member Directors shall select the Environmental Stakeholder Director from “a nominee nominated by the following environmental organizations collectively:

1. Friends of the Santa Clara River
2. California Trout
3. National Audubon Society
4. Sierra Club
5. Santa Clara River Watershed Conservancy
6. Los Padres ForestWatch
7. Central Coast Alliance United for a Sustainable Economy

8. The Nature Conservancy
  9. Wishtoyo Foundation
  10. Keep Sespe Wild
  11. Surfrider Foundation
  12. CFROG (Citizens for Responsible Oil & Gas)
- or, The Nature Conservancy if, and only if, the aforementioned list of organizations is unwilling or unable to nominate a potential Environmental Stakeholder Director.”

The Board of Directors received a nomination from the Nature Conservancy for Mr. Conner Everts at its July 20, 2017 Board meeting, following a meeting of the above organizations. At that meeting Mr. Conner’s nomination was approved unanimously by the Member Directors and Mr. Conner was appointed to a one-year term as the Mound Basin GSA’s Environmental Stakeholder Director.

Fiscal Summary:

There is no fiscal impact associated with the appointment of Mr. Everts as Environmental Stakeholder Director.

Proposed Motion:

“Motion to approve the Santa Clara River Environmental Groundwater Committee’s nomination of Connor Everts for a second one-year term as Environmental Stakeholder Director for the Mound Basin GSA”

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

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

Director Brown: \_\_\_\_\_ Director Mobley: \_\_\_\_\_ Director Shephard: \_\_\_\_\_

Director Chambers: \_\_\_\_\_ Director Everts: \_\_\_\_\_

**From:** [Tribo, Jennifer](#)  
**To:** [Joe Hughes \(jhughes@kleinlaw.com\)](#); [Mike Mobley](#)  
**Cc:** [Kris Sofley](#)  
**Subject:** FW: Renomination of Conner Everts as Environmental Stakeholder Director  
**Date:** Thursday, August 2, 2018 8:53:16 AM  
**Attachments:** [image001.png](#)

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FYI. For the August 16<sup>th</sup> meeting.

Jennifer Tribo  
Management Analyst II  
Ventura Water  
[jtribo@venturawater.net](mailto:jtribo@venturawater.net)  
Office: 805-652-4563



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**From:** E.J. Remson [mailto:[eremson@TNC.ORG](mailto:eremson@TNC.ORG)]  
**Sent:** Wednesday, August 01, 2018 1:21 PM  
**To:** Tribo, Jennifer; Shephard, Glenn; Conner Everts ([connere@west.net](mailto:connere@west.net))  
**Cc:** Ron Bottorff; Tom Dudley; Bruce Schoppe; [prettycheapjewelry](mailto:prettycheapjewelry); Jason Weiner; Paul Jenkin; Erynn Smith; [ed@CFROG.org](mailto:ed@CFROG.org); [jeff@LPFW.org](mailto:jeff@LPFW.org); Alasdair Coyne; [candicemeneghin@gmail.com](mailto:candicemeneghin@gmail.com); [rmarlow@caltrout.org](mailto:rmarlow@caltrout.org); [connere@gmail.com](mailto:connere@gmail.com)  
**Subject:** Renomination of Conner Everts as Environmental Stakeholder Director

Chairman Mobley and Directors of the Mound Basin GSA,

The Santa Clara River Environmental Groundwater Committee voted to nominate Mr. Conner Everts for a second term as the Mound Basin GSA Environmental Stakeholder Director. We understand that the agricultural and environmental stakeholder directors must be reconsidered annually.

Thank you for the opportunity to submit this nomination.

E.J.

E.J. Remson  
Senior Program Manager  
[eremson@tnc.org](mailto:eremson@tnc.org)  
(626) 799-2445

**The Nature Conservancy**  
532 E Main St., Suite 200  
Ventura, CA 93001  
[nature.org](http://nature.org)



## **Conner Everts**

Nominated to the Mound Basin GSA Board by The Nature Conservancy in November 2017, Mr. Everts has successfully represented the interests of Environmental stakeholders on the Mound Basin GSA as a Stakeholder Director for nearly a year. He also serves as a Facilitator for the Environmental Water Caucus, Executive Director of the Southern California Watershed Alliance, and co-chair of the Desal Response Group.

Mr. Everts also serves as chair of Public Officials for Water and Environmental Reform (POWER) as well as other organizations, including being elected to the Casitas Municipal Water District 1992-1996. He has formerly served as president of the Ojai Basin Management Ground Water Agency, also in that time frame. Most recently, Mr. Everts has been involved with the Department of Public Health's Direct Potable Reuse Advisory Group and continues to serve as an advisor to the Environmental Justice Coalition for Water and with the Santa Monica Water Advisory Group, which is planning for independence from imported water.



Item No.: 7b

DATE: August 16, 2018  
TO: Board of Directors  
SUBJECT: Nomination and Appointment of Agricultural Stakeholder Director

Summary:

Article 6 of the Joint Powers Agreement (“JPA Agreement”) provides that one Director on the Board of Directors shall be representative of agricultural stakeholders and interests (“Agricultural Stakeholder Director”) within the Mound Basin (“Basin”). This Agricultural Stakeholder Director shall meet the qualifications specified in the JPA Agreement and shall be appointed by a vote of all Member Directors. The appointment is for a one year term.

The MBAWG has nominated Mr. Chambers for a second term as Agricultural Stakeholder Director.

Recommended Action:

The Board will review the nomination submitted by MBAWG for the Agricultural Stakeholder Directors and consider reappointing Jim Chambers to the Board for a second one-year term as the Agricultural Stakeholder Director.

Background:

Section 6.1 of the JPA Agreement provides that the Mound Basin Groundwater Sustainability Agency (“Agency”) shall be governed by a Board of Directors composed of five Directors, one of which shall be representative of agricultural stakeholders and interests within the Basin.

Section 6.1.2(a) of the JPA Agreement requires the Agricultural Stakeholder Director to “meet one of the following criteria: (i) own, as an individual or shareholder, trustee, limited liability company member or manager, or as a member of any other owner entity, land overlying the Basin (at least partially) that is utilized for a commercial agricultural business that produces groundwater from the Basin for its agricultural operation; or; (ii) operate a commercial agricultural business that itself produces groundwater from the Basin for its agricultural operations on land overlying the Basin and be an approved stakeholder representative by that property’s owner.”

The JPA Agreement further requires the Agricultural Stakeholder Director to be unanimously selected by the Member Directors from a list of one or more qualified nominees submitted by MBAWG, or the Farm Bureau if the MBAWG is unwilling or unable to nominate potential directors.

The Directors received a nomination for Allen Camp from MBAWG, and voted to appoint Mr. Camp to the Board at the July 20, 2017 Board meeting. Following Mr. Camp's resignation on August 17, 2017, MBAWG nominated Jim Chambers to serve as the Agricultural Stakeholder Director, who was unanimously approved by the Mound Basin GSA Member Directors at the Agency's September 21, 2017 meeting. Mr. Chambers has successfully served in the capacity as the Agricultural Stakeholder Director of the Mound Basin GSA for nearly a year.

Fiscal Summary:

There is no fiscal impact associated with this action.

- Attachment:   A MBAWG emailed nomination of Jim Chambers for a second term as Ag Stakeholder Director  
                  B Jim Chambers bio

Proposed Motion:

"Motion to approve the MBAWG nomination of Jim Chambers for a second one-year term as Agricultural Stakeholder Director for the Mound Basin GSA."

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

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

Director Brown: \_\_\_\_\_ Director Mobley: \_\_\_\_\_ Director Shephard: \_\_\_\_\_

Director Chambers: \_\_\_\_\_ Director Everts: \_\_\_\_\_

## Kris Sofley

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**From:** Neal P. Maguire <nmaguire@fcoplaw.com>  
**Sent:** Friday, August 10, 2018 12:09 PM  
**To:** Tribo, Jennifer; Kris Sofley  
**Subject:** Mound Basin GSA

MBAWG has re-nominated Jim Chambers as the agricultural representative.

Neal Maguire | Ferguson Case Orr Paterson LLP  
1050 S. Kimball Road, Ventura, CA 93004  
805.659.6800 ext. 217  
nmaguire@fcoplaw.com

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## **James Chambers**

Nominated to the Mound Basin GSA Board by the Mound Basin Agricultural Water Group in September 2017, Mr. Chambers has successfully represented the interests of Ventura's agricultural stakeholders on the Mound Basin GSA as Stakeholder Director for the past year. A leading sustainable custom home designer, builder, and general contractor in Southern California for over 35 years, Mr. Chambers is also a managing partner of the McLoughlin Ranch Tenants in Common. Mr. Chambers has worked directly with farming operators for the past 15 years to ensure the farm is beneficial to the local community and nurtures the agricultural culture of Ventura. The McLoughlin Ranch, located on Olives Park Drive in Ventura, has been maintained by his family and flourished for 100 years.

Mr. Chambers is also known throughout the San Diego area for his architectural award winning homes in Del Mar, Encinitas, and Solana Beach. Throughout his formidable career, Mr. Chambers has worked extensively navigating city, county, and state agencies, working with architects, engineers, and financial professionals in successfully designing and building custom homes, residential units, and low income housing.

Offering clients renewable energy systems that incorporate water conservation technologies into multi-million dollar residential construction projects, his design and build development objectives have consistently promoted and incorporated renewable energy and energy efficiency. In fact, Mr. Chambers consulted with the U.S. Green Building Council on some of the LEED certification criteria that is in place today. From the early 80's, Mr. Chambers designed and installed custom passive and active solar systems for hundreds of residential units in Southern California.



Item No.: 7c

DATE: August 16, 2018  
TO: Board of Directors  
SUBJECT: Review and Planning for Public Hearing on Establishment of the Agency's Groundwater Extraction Fee Assessments and Proposed Mound Basin Boundary Modifications

Summary:

At the Board's Special Board Meeting on July 26, 2018, a motion was made to set the Public Hearing for Groundwater Extraction Fee assessments for Thursday, August 23 at 1p.m..

Since that meeting time, Mr. Bondy has met with UWCD's CFO Tina Rivera and staff to review the proposed budget, accounting processes and other details pertinent to establishing a groundwater extraction rate for the Mound Basin GSA. He has made adjustments to the Long Term Budget Worksheet (attachment A), Proposed FY 2018-19 Budget (attachment B) and northern boundary of the Mound Basin (attachment C).

A Notice of the Public Hearing has appeared in the Ventura County Star (August 2 and August 13 editions) as well as being posted on the Agency's new Facebook page, along with supporting documentation referenced above. Those supporting documents were also posted on the City of Ventura's website page for the Mound Basin GSA. Staff anticipated the same information to be available through the Mound Basin GSA website, which should go live on Monday, August 13, 2018.

Accordingly, this item allows for the Board review and input on those adjustments prior to the Public Hearing on August 23, 2018.

Recommended Action:

Board will review and approve the adjustments made to the proposed groundwater extraction fee assessments, FY2018-19 Budget and Basin Boundary Modification map. The Board will also consider posting the DRAFT Resolution (attachment D) adopting the proposed groundwater extraction fee assessments and FY2018-19 Budget for the public to review.

Background:

Under SGMA, a GSA is authorized to impose fees to help finance development and implementation of a GSP. Prior to adoption of a GSP, SGMA allows a GSA to impose fees, including permit fees and fees on groundwater extraction "or other regulated activity," to fund the costs of a basin's groundwater sustainability program. (Wat. Code § 10730(a).) Fees may also be assessed to fund the preparation, adoption, or amendment of a GSP, and may also be used to fund investigations, inspection, enforcement, and program administration. (Wat. Code §10730(a).)

In order to impose fees prior to GSP adoption, the GSA must hold a public meeting, at which interested parties must be able to give oral or written presentations. (Wat. Code §10730(b)(1).) The GSA must provide notice of the time and place of the meeting pursuant to the requirements of Government Code section 6066. (Wat. Code § 10730(b)(2); see also Gov. Code § 6066 (requiring publication of notice once a week for two successive weeks).) The GSA must also post the notice on its website and mail the notice to all interested parties requesting notice by mail. (Wat. Code § 10730(b)(2).) At least 20 days prior to the meeting, the GSA must make available to the public all data upon which the proposed fee is based. (Wat. Code § 10730(b)(3).) Any action by the GSA to impose or increase fees must be done by ordinance or resolution. (Wat. Code § 10730(c).)

Fiscal Summary:

There is no fiscal impact for the review and preparation for the Public Hearing.

Proposed Motion:

“Motion to approve the adjustments made to the proposed groundwater extraction fee assessments in the Agency’s Long Term Budget worksheet and FY2018-19 Budget; and approve the publishing of the DRAFT Resolution adopting the proposed groundwater extraction fee assessments and FY2018-19 Budget for public review.”

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

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

Director Brown: \_\_\_\_\_ Director Mobley: \_\_\_\_\_ Director Shephard: \_\_\_\_\_

Director Chambers: \_\_\_\_\_ Director Everts: \_\_\_\_\_

- Attachments:
- A Long Term Budget Worksheet
  - B Proposed FY 2018-19 Budget
  - C Mound Basin Boundary Modification Map
  - D Draft Resolution 2018-04

**DRAFT**

**Mound Basin GSA Estimated Budget**

	FY 2017-18		FY2018-19		FY2019-20		FY2020-21		FY2021-22		FY2022-23		FY2023-24	
	CY2017 Jul-Dec	CY2018		CY2019		CY2020		CY2021		CY2022		CY2023		Total
		Jan-Jun	Jul-Dec											
<b>Revenue</b>														
GW Extractions, AF/6 months (1)			1,850	3,250	1,850	3,500	2,750	3,500	2,750	3,500	2,750	3,500	2,750	
GW Extractions Fee, \$/AF (1)			\$40	\$40	\$35	\$30	\$30	\$28	\$19	\$19	\$19	\$19	\$19	
Revenue (1)			\$74,000	\$130,000	\$64,750	\$105,000	\$82,500	\$98,000	\$52,250	\$66,500	\$52,250	\$66,500	\$52,250	\$844,000
County of Ventura Loan			\$50,000											\$50,000
City of Ventura Loan			\$55,000											\$55,000
Grant Reimbursements				\$9,540	\$92,221	\$87,331	\$35,250	\$98,498	\$126,383	\$49,770	\$60,444			\$559,435
<b>Total Revenue</b>			\$179,000	\$139,540	\$156,971	\$192,331	\$117,750	\$196,498	\$178,633	\$116,270	\$112,694	\$66,500	\$52,250	\$1,508,435
<b>Expenses</b>	<b>Jul-Dec</b>	<b>Jan-Jun</b>	<b>Jul-Dec</b>	<b>Jan-Jun</b>	<b>Jul-Dec</b>	<b>Jan-Jun</b>	<b>Jul-Dec</b>	<b>Jan-Jun</b>	<b>Jul-Dec</b>	<b>Jan-Jun</b>	<b>Jul-Dec</b>	<b>Jan-Jun</b>	<b>Jul-Dec</b>	
GSA Administration (2)	\$3,500	\$12,877	\$68,378	\$68,378	\$70,087	\$70,087	\$71,839	\$71,839	\$73,635	\$55,687	\$37,738	\$37,738	\$38,681	\$680,463
Develop Numerical Groundwater Flow Model - UWCD														\$0
Geophysical Study - UWCD														\$0
Mound Basin Study - Ventura														\$0
Water Quality & Isotope Study				\$45,330										\$45,330
Construct One Multi-Level Monitoring Well														\$0
SGWP Grant Application	\$16,585													\$16,585
Basin Boundary Modification (3)			\$5,000											\$5,000
Organizational Activities			\$11,900											\$11,900
GSP Chapter 2: Plan Area and Basin Setting (3)				\$52,200	\$52,200									\$104,400
GSP Chapter 3: Sustainable Management Criteria					\$38,333	\$38,333								\$115,000
GSP Chapter 4: Projects and Management Actions							\$50,900	\$50,900						\$101,800
GSP Chapter 5: Plan Implementation							\$23,125	\$23,125						\$46,250
GSP Introduction, Executive Summary, References & Appendices							\$19,850	\$19,850						\$19,850
GSP Reviews and Approvals and Final Document Preparation							\$50,000	\$50,000	\$15,600					\$115,600
Project Administration (Grant Management) (4)														\$0
County of Ventura Loan Repayment									\$50,000					\$50,000
City of Ventura Loan Repayment										\$27,500	\$27,500			\$55,000
Annual Review											\$8,000		\$2,000	\$10,000
Annual Report to DWR											\$65,000		\$40,000	\$105,000
Budget Reserve			\$25,000											\$25,000
<b>Total Expenses</b>	\$20,085	\$12,877	\$110,278	\$165,908	\$160,620	\$108,420	\$184,197	\$215,714	\$173,635	\$98,787	\$138,238	\$37,738	\$80,681	\$1,507,178
<b>6 Month Balance</b>	(\$20,085)	(\$12,877)	\$68,723	(\$26,368)	(\$3,650)	\$83,910	(\$66,447)	(\$19,217)	\$4,997	\$17,483	(\$25,544)	\$28,762	(\$28,431)	
<b>Running Balance</b>	(\$20,085)	(\$32,962)	\$35,761	\$9,393	\$5,743	\$89,654	\$23,207	\$3,990	\$8,987	\$26,471	\$926	\$29,688	\$1,257	
<b>Reserve Balance</b>			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	

Notes:

- (1) Groundwater extraction fee revenue for a given semi-annual period is received during the subsequent semi-annual period. Extaction volumes shown are for the prior semi-annual period.
- (2) Admin costs assumed to increase by 2.5% each year. Costs in 2022 and 2023 ramp down to an assumed 50% level of effort compared to pre-GSP activities (less frequent meetings, etc. are assumed).
- (3) Costs reduced by in-kind labor contribution to be provided by UWCD. \$50,000 of total in-kind labor is assumed.
- (4) Project Administration (Grant Management) costs are included in GSA Administration.

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**  
**FISCAL YEAR BUDGET**  
**July 1, 2018 - June 30, 2019**  
**Draft Proposed Budget (8/23/18)**

**REVENUES**

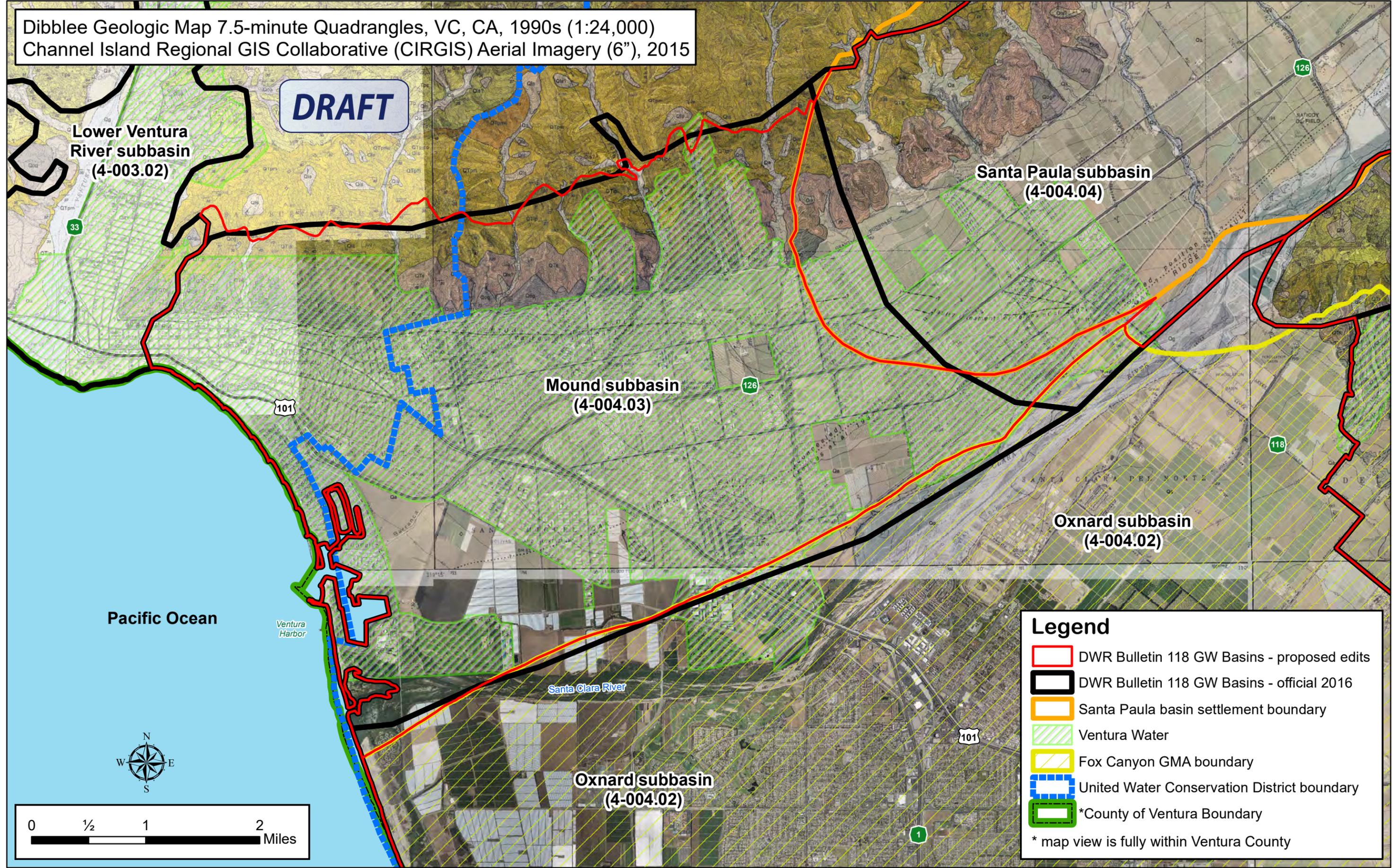
ACCOUNT NUMBER	REVENUES	BUDGET 2018/2019	Comments
1	Contributions from Member Agencies	\$105,000	\$55k from the City, \$50k from the County, both are loans
2	Revenue from Groundwater Extraction Fee	\$204,000	Twice per year billing.
4	Reimbursement from DWR Grant	\$9,540	estimated based on GSP tasks for FY 18-19, depends on cost-share spent by Agency.
<b>TOTAL REVENUES</b>		<b>\$318,540</b>	

**OPERATING EXPENSES**

ACCOUNT NUMBER	OPERATING EXPENSE	BUDGET 2018/2019	Comments
<b>Administrative Costs</b>			
1	Executive Director/Project Manager	\$50,000	
2	Clerk of the Board	\$20,000	Provided by United Water Conservation District via contract
3	Accounting Services	\$10,000	Provided by United Water Conservation District via contract
<b>Total Administrative Cost:</b>		<b>\$80,000</b>	
<b>Professional Services:</b>			
4	Website Development	\$2,000	County of Ventura Information Technology Services
5	Website maintenance	\$400	County of Ventura Information Technology Services
6	Audits	\$7,000	Estimate
7	Public Outreach/218 publications	\$1,500	
8	Liability Insurance	\$1,955	Insure Cal Quote
9	Routine Legal Counsel	\$32,400	\$270/hr - Agenda review and attend meetings as necessary - 10hrs per month for July 2018 - June 2019.
10	Special Legal Services	\$10,000	
11	Annual Report	\$1,000	
12	DWR filing fees/etc.	\$500	
<b>Total Professional Services Cost:</b>		<b>\$56,755</b>	
<b>GSP Activities:</b>			
13	Water Quality and Isotope Study	\$45,330	
14	Basin Boundary Modification	\$5,000	Cost assumes \$5,000 of UWCD in-kind labor.
15	Organizational Activites	\$11,900	
16	GSP Chapter 2: Plan Area and Basin Setting	\$52,200	Cost assumes \$22,500 of UWCD in-kind labor.
17	Project Administration (Grant Management)	\$0	Costs are included in administration.
18	Funding for Reserves	\$25,000	
<b>Total GSP Activites:</b>		<b>\$139,430</b>	
<b>TOTAL EXPENSES</b>		<b>\$276,185</b>	
Expenses deferred from FY2017-18		<b>\$32,962</b>	
<b>TOTAL REVENUES EXCEEDING EXPENSES</b>		<b>\$9,393</b>	

Dibblee Geologic Map 7.5-minute Quadrangles, VC, CA, 1990s (1:24,000)  
 Channel Island Regional GIS Collaborative (CIRGIS) Aerial Imagery (6"), 2015

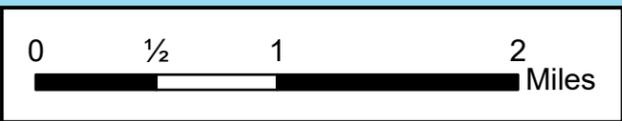
**DRAFT**



**Legend**

- DWR Bulletin 118 GW Basins - proposed edits
- DWR Bulletin 118 GW Basins - official 2016
- Santa Paula basin settlement boundary
- Ventura Water
- Fox Canyon GMA boundary
- United Water Conservation District boundary
- \*County of Ventura Boundary

\* map view is fully within Ventura County



**DRAFT RESOLUTION NO. 2018-04**

**A RESOLUTION OF  
THE BOARD OF DIRECTORS OF MOUND BASIN  
GROUNDWATER SUSTAINABILITY AGENCY  
DETERMINING AND ESTABLISHING  
GROUNDWATER EXTRACTION CHARGES AGAINST ALL PERSONS  
OPERATING GROUNDWATER EXTRACTION FACILITIES WITHIN  
THE MOUND BASIN**

**WHEREAS**, pursuant to the Sustainable Groundwater Management Act (SGMA), Groundwater Sustainability Agencies (GSA) are authorized to collect Regulatory Fees (Water Code Section 10730) and Extraction Fees (Water Code Section 10730.2); and

**WHEREAS**, SGMA gives a GSA the authority to impose fees to fund the cost of preparing its Groundwater Sustainability Plan (GSP), including the preparation and amendment of a sustainability plan, investigation of groundwater conditions, compliance assistance, enforcement and program administration; and

**WHEREAS**, the type of fees that can be imposed to fund the cost of preparing a GSP include permit fees, fees on groundwater extraction, and fees on other regulated activity; and

**WHEREAS**, any action to impose such fees must be taken by ordinance or resolution; and

**WHEREAS**, the GSA complied with all applicable notice requirements by noticing a public meeting concerning these fees as follows:

1. By publication pursuant to Government Code Section 6066 in the Ventura County Star on August 2, 2018 and August 9, 2018;
2. By posting on the website of the GSA at [www.moundbasingsa.org](http://www.moundbasingsa.org), on the Facebook page of the GSA at <https://www.facebook.com/moundbasingsa/>, and on the website of the City of Ventura at <https://www.cityofventura.ca.gov/1180/Mound-Basin-GSA>;
3. By mailing to any interested party who filed a written request with the GSA for mailed notice of the public fee meeting.
4. The Notice included:
  - The time and place of the meeting,
  - A general explanation of the fee under consideration; and
  - A statement that the data required under SGMA is publicly available.

5. At least 20 days prior to the public meeting, the GSA made the data upon which the fee is based, the GSA's 2018-19 budget, available to the public.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Mound Basin Groundwater Sustainability Agency that groundwater extraction charges should be levied as follows:

1. A groundwater extraction charge of \$40 per acre foot shall be levied on all groundwater extracted from within the GSA boundary, regardless of whether that groundwater is derived from the native or an augmented supply. The GSA does hereby ratify and affirm its levy and assessment of this groundwater extraction charges in compliance with law against all persons operating groundwater producing facilities within the GSA boundary commencing August 24, 2018.

2. These groundwater extraction charges shall be billed semiannually with billing periods covering January through June and July through December.

3. The Board of Directors of Mound Basin Groundwater Sustainability Agency, makes the following findings, based upon the testimony and evidence (including exhibits) presented at said meetings and public hearing:

- (a) Revenues derived from the groundwater extraction charges will not exceed the funds required to provide for the Plan and related administrative services.

- (b) Revenues derived from the groundwater extraction charges shall not be used for any purpose other than that for which the groundwater charges are imposed.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of August, 2018.

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Michael Mobley Board Chair

ATTEST:

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Bryan Bondy  
Executive Director



Item No.: 7d

DATE: August 16, 2018  
TO: Board of Directors  
SUBJECT: Proposed Bylaws

Summary:

The Joint Exercise of Powers Agreement (“JPA Agreement”) requires that the Agency adopt Bylaws pursuant to the schedule and provisions described below.

Recommended Action:

The Board will review and consider approving and adopting the attached Bylaws.

Background:

Article 11 of the of the JPA Agreement requires the Board of Directors to draft and approve Bylaws for the Agency to govern its day-to-day operations on or before the first anniversary of the Board’s first meeting, which is June 22, 2018.

Mound Basin GSA legal counsel drafted the attached Bylaws for the consideration of the Board. Legal counsel utilized the Bylaws of the Fillmore and Piru Basins GSA as a template since they are a similar agency, both GSAs have common member agencies which have already reviewed and approved the template, and the United Water Conservation District (UWCD) will be providing administrative services for both GSAs. Revisions were made to be consistent with the JPA Agreement for the Mound Basin GSA.

The Bylaws for the Fillmore and Piru Basins GSA were drafted by its legal counsel and reviewed by legal counsel for both the County of Ventura and UWCD. The Fillmore and Piru Basins GSA Board approved and signed its Bylaws at its meeting on June 19, 2018. Mound Basin legal counsel prepared a “red-lined” version of Mound Basin’s draft bylaws to show the differences between the two sets of Bylaws. At the Mound Basin GSA July 26, 2018 Special Board Meeting, Mr. Bondy noticed an error in the Record Retention section of the Bylaws and Ms. Sofley advised Directors that the Fillmore and Piru Basins GSA Board had added language to Article 10 (creating a new (b) section) that provided customers with the ability to request a refund if there was an overpayment of their invoice. Directors requested a correction to the Record Retention section and inclusion of the refund request language in section 10.

Fiscal Summary:

There is no fiscal impact associated with this item.

Proposed Motion: “Motion to approve and adopted the Bylaws as presented.”

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

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

Director Brown: \_\_\_\_\_ Director Mobley: \_\_\_\_\_ Director Shephard: \_\_\_\_\_ Director Chambers: \_\_\_\_\_ Director Everts: \_\_\_\_\_

Attachment: A Redline Draft Bylaws  
B Clean Draft Bylaws



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## PREAMBLE

These Bylaws are adopted and effective as of ~~May 30, 2018, [DATE]~~, pursuant to the Joint Exercise of Powers Agreement of the ~~Fillmore and Piru Basins~~Mound Basin Groundwater Sustainability Agency of ~~April~~June 2017 (the "Agreement" or "~~JPA~~JPA") by and among the City of ~~Fillmore~~San Buenaventura, County of Ventura, and United Water Conservation District ("Members").

## ARTICLE 1. THE ~~AGENCY~~AUTHORITY

1.1 ~~Name of Agency:~~NAME OF AUTHORITY. The name of the ~~Agency~~Authority created by the Agreement ~~is shall be~~ the ~~FILLMORE AND PIRU BASINS~~MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY ("~~Agency~~Authority"). ~~JPA, Preamble.~~

~~("Agency").~~

1.2 ~~Office of Agency:~~OFFICE OF AUTHORITY. The principal office of the ~~Agency~~Authority shall be ~~at 250 Central Ave, Fillmore, CA 93015, [ADDRESS]~~, or at such other location as the Board may designate by resolution. ~~JPA, Art. 7, Section 3.~~

1.3 ~~Powers~~POWERS. The powers of the ~~Agency~~Authority are vested in the governing board who reserve unto themselves the right to delegate by resolution such powers as are appropriate and permissible by law. ~~JPA, Art. 4.~~ The governing board ("Board" or "Board of Directors") consists of: one (1) Member Director appointed by the City Council of the City of ~~Fillmore~~San Buenaventura who is a member of the City Council of ~~Fillmore~~San Buenaventura or a representative; one (1) Member Director appointed by the County of Ventura Board of Supervisors, who is a Supervisor or representative; one (1) Member Director appointed by the Board of Directors for United Water Conservation District, who is a member of United ~~Water~~Conservation District's Board of Directors or a representative; one (1) ~~Piru Basin Pumper Stakeholder Director; one (1) Fillmore Basin Pumper~~Agricultural Stakeholder Director; and one (1) Environmental Stakeholder Director, to be nominated ~~and elected~~ by the environmental organizations outlined in the ~~Article 6.3.5 of the Agreement. JPA, Art. 6, Sections 4.1-4.4. and~~ unanimously selected by the Member Directors. JPA, 6.3.1-3.5.

## ARTICLE 2. BOARD OF DIRECTORS

2.1 BOARD. ~~The~~ ~~Agency~~Authority shall be governed by a Board of Directors ("Board of Directors" or "Board"). ~~The~~ Board shall consist of ~~six (6)~~five (5) Directors comprised of representatives who shall be appointed in the manner set forth in Article 6 of the Agreement. ~~JPA, Article 6, Section 1~~JPA, 6.1, 6.3.

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

### 2.3 MEMBER DIRECTORS.

2.3.1 Terms, Removal and Vacancies. -Member Directors will be appointed to serve for a term of two (2) years, except as set forth in Section 6.54 of the Joint Exercise of Powers Agreement. - A Member Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member's governing agency. -The Member Director shall cease to be a Director when he or she is no longer a member of their governing agency's board. Agency's board or ceases to be an employee of the Member. JPA, 6.5. No individual Member Director may be removed in any other manner, including by affirmative vote of the other Directors. JPA, Art. 6, Section 5. A Member Director vacancy shall occur when a Director resigns, at the end of the Director's term, or when he or she is removed by his or her appointing governing body. Upon the vacancy of a Member Director, the seat shall remain open and vacant until a replacement Director is appointed as set forth in Section 6.4 of the Joint Exercise of Powers Agreement. JPA, Art. 6, Section 63 of the Joint Exercise of Powers Agreement. Members shall submit any changes in Director positions to the Executive Director by written notice signed by an authorized representative of the Member. The written notice shall include a resolution of the governing body of the Member directing such change in the Director position. JPA, 6.5.

### 2.4 FILLMORE BASIN AND PIRU BASIN PUMPER AGRICULTURAL STAKEHOLDER DIRECTORS DIRECTOR

—2.4.1 Terms, Removal and Vacancies. The initial term for the Pumper Agricultural Stakeholder Director from the Piru Basin shall be three years. Subsequent terms for that Director will be two years. The initial term, and subsequent terms, for the Fillmore Basin Director shall be two years. JPA, Art. 6, Section 5. one (1) year. A vacancy of a Pumperan Agricultural Stakeholder Director's seat shall occur upon a Director's resignation or at the end of the Director's term. JPA, Art. 6, Section 6. JPA, 6.5. Upon the vacancy of a Pumper the Agricultural Stakeholder Director, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.43 of the Joint Exercise of Powers Agreement. JPA, Art. 6, Section 6. JPA, 6.5.

### 2.5 ENVIRONMENTAL STAKEHOLDER DIRECTORS

—2.5.1 Terms, Removal and Vacancies. -The term for the Environmental Stakeholder Director shall be two years. JPA, Art. 6, Section 5. one (1) year. JPA, 6.4. A vacancy of an Environmental Stakeholder Director's seat shall occur upon a Director's resignation or at the end of the Director's term. JPA, Art. 6, Section 6. JPA, 6.5. Upon the vacancy of the Environmental Director, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.43 of the Joint Exercise of Powers Agreement. JPA, Art. JPA, 6, Section 6. —.5.

## ARTICLE 3. MEETINGS

3.1 ~~Regular Meetings-~~REGULAR MEETINGS. The regular meetings of the Agency Authority shall be held at least quarterly on a date and time which the Agency Authority may designate as determined by the Board.- The Board will set the time and place of meetings in accordance with Government Code Section 54954. ~~-JPAA, Art. 8, Section JPA, 8.2.~~

3.2 ~~Quorum-~~QUORUM. A majority of the Directors of the Board shall constitute a quorum for the purpose of conducting Agency Authority business, exercising Agency Authority powers, and for all other purposes. -However, a smaller number may adjourn from time-to-time until the quorum is obtained. ~~JPAA, Art. JPA, 9, Section 1.~~

3.3 AGENDA. ~~Agency Authority~~ staff shall prepare the agenda. At least seventy-two hours before a regular meeting, or at least twenty-four hours prior to a special meeting, the Board Secretary shall post an agenda containing a brief, general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session. The posting shall be freely accessible to the public.- The agenda shall include the opportunity for the public to address the Board prior to taking action on any matter. -The agenda for regular and adjourned regular meetings shall include the opportunity for the public to address the Board on matters within the jurisdiction of the Agency Authority but not on the agenda.- During public comment, a Director may request a matter be included on the agenda for a future meeting. Agency Authority staff shall arrange for the matter to be placed on a future agenda as promptly as feasible. No action shall be taken on matters not shown on the posted agenda, except that Directors may briefly respond to statements made or questions posed during public comment; respond to a request for clarification; provide a reference to staff or other resources for factual information; request staff to report back to the Board at a subsequent meeting or direct staff to place a matter of business on a future agenda. -The Board may add matters to the agenda upon a majority finding that an emergency exists or upon at least a two-thirds vote finding there is a need to take immediate action and the need for action came to the attention of the Agency Authority subsequent to the posting of the agenda.

3.4 ~~Voting-~~VOTING. Voting by the Board of Directors shall be made on the basis of one vote for each Director, ~~provided however that if the matter to be voted on exclusively concerns one of the Basins and not the other, the pumper Stakeholder Director representing pumper interests in the unaffected Basin may participate in Board discussions of the matter but shall not vote on the matter.~~ All decisions of the Board shall require the affirmative vote of a ~~quorum of the Board, unless one or more Directors is absent or conflicted from voting on the matter, or a pumper Stakeholder Director is prohibited from voting per this section, in which case a decision of the Board shall require the affirmative vote of at least~~ minimum of three (3) Directors. ~~JPAA, Art., except for the matters specified in Article 9, Section 2-.3 of the JPA which require special voting. JPA, 9.3.~~

3.5 ~~Rules of Order.~~RULES OF ORDER. All rules of order not otherwise provided for in ~~thesethe~~ Bylaws shall be determined, to the extent practicable, in accordance with "Rosenberg's Rules of Order", provided, however, that no action shall be invalidated, or its legality otherwise affected by the failure or omission to observe or follow "Rosenberg's Rules of Order."

#### **ARTICLE 4. -OFFICERS**

4.1 ~~Officers.~~OFFICERS. The officers of the Agency Authority shall consist of a Chair, a Vice Chair/Secretary, and a Treasurer. ~~JPAA, Art. JPA, 7, Section 1.~~ Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. ~~JPAA, Art. JPA, 7, Section 2.~~

4.2 ~~Chair.~~CHAIR. The Chair shall preside at meetings of the Agency Authority. The Chair shall sign contracts, deeds, and other instruments made by the Agency Authority.

4.3 ~~Vice Chair.~~VICE CHAIR. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. ~~JPAA, Art. JPA, 7, Section 1.~~ The Vice Chair shall also act as Secretary and shall keep the administrative records of the Agency Authority, act as secretary at meetings of the Agency Authority, record all votes, and keep a record of the proceedings of the Agency Authority to be kept for such purpose, and perform all duties incident to the Secretary's office. -The Secretary shall maintain a record of all official proceedings of the board.

4.4 ~~TREASURER. The treasurer of one of the Members shall be the Treasurer of the Agency, to be the depository, and have custody of all money of the Agency from whatever source, provided that the Board of Directors may at any time select another Treasurer. The Treasurer shall possess the powers of~~ AND AUDITOR. The Treasurer and Auditor shall be appointed in the manner, and shall perform those functions required by Government Code Sections 6505, 6505.5, and all other applicable laws and regulations, including any subsequent amendments thereto. The Treasurer shall be bonded in accordance with the provisions of section 6505.1. ~~JPAA, Art. JPA, 13, Section 3.~~

4.5 ~~AUDITOR. An Auditor shall be of the same public agency as treasurer, and shall draw all warrants to pay demands against the Agency approved by the Board. JPAA, Art. 13, Section 3.~~

4.6 ~~General Counsel.~~GENERAL COUNSEL. The General Counsel shall be the chief legal officer of the Agency Authority. The General Counsel shall give advice or opinions in writing to the Chairman or other Agency Authority officers and shall prepare proposed resolutions, laws, rules, contracts, and other legal documents for the Agency Authority when requested to do so by the Agency Authority. The General Counsel shall attend to all lawsuits and other matters to which the Agency Authority is a part or in which the Agency Authority may be legally interested and do such other things pertaining to the General Counsel's office as the Agency Authority may request.

~~4.7—Officer Compensation.~~ 6 OFFICER COMPENSATION. The officers of the Agency Authority shall receive such compensation as the Agency Authority prescribes and in addition, shall receive their actual and necessary expenses, including traveling expenses incurred in the discharge of their duties.

4.87 EXPENSES. If previously approved by the Board, a Director shall receive actual, reasonable, and necessary reimbursement for travel, meals, lodging, registration, and similar expenses incurred on Agency Authority business.- The reimbursement rates for lodging shall not exceed the posted rates for a trade conference, but if a lodging at the posted rates is not available, the reimbursement rate shall be comparable to the posted rates. -For travel of 250 miles or less, Directors shall be reimbursed at the IRS rate.- For travel over 250 miles, Directors shall be reimbursed at the lowest available rate for public air transportation, as determined by the Administrator, or actual cost, whichever is less. -As used herein, “transportation” includes travel to and from terminals. -Automobile rental expenses shall be approved in advance.- Reimbursement for meals, other than alcoholic beverages, shall be at the rate established by the IRS or actual reasonable cost not to exceed \$60 per day. -Directors may declare the amount of the meal under penalty of perjury in lieu of receipts if the amount is less than the IRS rate. Claims for expense reimbursement shall be submitted to the Administrator of the Board on forms provided by the Agency Authority within 30-days after the expense has been incurred.- The Administrator shall determine whether the claim satisfies the requirements of this section and if the claim is denied, the claimant may appeal to the Board.

## ARTICLE 5. COMMITTEES

5.1—Pursuant to Article 12 of the Agreement, the Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Agency Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. -Each standing or ad hoc committee shall include a Director as the chair thereof.- Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Agency Authority. Permanent Committees will be given a specific role and, regardless of the number of Directors appointed, shall be subject to compliance with the Brown Act. All Committees will provide regular updates to the full Board about their activities and the progress of their work.

## ARTICLE 6. EXECUTIVE DIRECTOR AND STAFF

6.1—~~Executive Director.~~ EXECUTIVE DIRECTOR. The Board of Directors may appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director shall have general supervision over the administration of Agency Authority business and affairs, subject to the direction of the Agency.

Authority. The Executive Director shall have the powers designated by the Board, and may execute contracts, deeds, and other documents and instruments as authorized by the Agency Authority. The Executive Director's compensation, if any, shall be determined by the Board of Directors. ~~JPA, Art. JPA, 10, Sections 1, 10.2.~~

6.2— STAFF. The Executive Director may employ such additional full-time and/or part-time employees, assistants, and independent contractors who may be necessary from time to time to accomplish the purposes of the Agency Authority, subject to the approval of the Board of Directors. ~~JPA, Art. JPA, 10, Section 4.~~

## ARTICLE 7. FINANCES

7.1 ~~Deposit And Disbursement Of Funds~~ DEPOSIT AND DISBURSEMENT OF FUNDS. All funds of the Agency Authority shall be deposited in one or more depository accounts as may be designated by the Board. Such accounts shall be independent of any account owned by or exclusively controlled by any of the Members. No disbursements of such funds shall be made unless the same shall have been approved in the annual operating budget, or otherwise specifically approved by the Board. Monthly, or at a time established by the Board, all disbursements shall be listed on a report by check number, vendor and amount, and approved by the Board prior to the issuance of a payment. ~~All check disbursements shall require dual signature that will include the Treasurer and Board Chair or Vice Chair.~~

7.2 ~~Budget~~ BUDGET. The Agency Authority shall operate pursuant to an operating budget to be adopted prior to the beginning of each new fiscal year. ~~JPA, Art. JPA, 14, Section 1.~~ The Agency shall endeavor to operate each year pursuant to an annually balanced budget so that projected annual expenses do not exceed projected annual revenues. Budget adjustments to the annual budget shall be reviewed and acted upon by the Board at a regularly scheduled Board meeting occurring after January 1 of each calendar year. The Board may take action to amend the budget at other times if circumstances require more immediate action.

## ARTICLE 8. ~~DEBTS AND LIABILITIES~~

~~(a)~~ 8.1— The debts, liabilities, and obligations of the Agency Authority are not and will not be the debts, liabilities, or obligations of any or all of the Members. ~~JPA, Art. JPA, 15, Section 1.~~ However, nothing in this Article or in the Agreement prevents, or impairs the ability of, a Member or Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation, or liability of the Agency Authority, including but not limited to, any bond or other debt instrument issued by the Agency Authority.

## ARTICLE 9. REGISTRATION OF FACILITIES

9.1— The [Agency Authority](#) may require registration of all groundwater extraction facilities within its management area pursuant to Wat. Code, § 10725.6. -The [Agency Authority](#) shall keep a register of wells drilled within its management area. It shall be the policy of the [Agency Authority](#) to have a standing request with the County of Ventura to be notified of any application or plan for a well or groundwater extraction facility within the [Agency's Authority's](#) jurisdiction.

## ARTICLE 10. FEE ENFORCEMENT

10.1 Fee Enforcement is based on Wat. Code, § 10730.6:

(a) Groundwater fees will be due and payable to the [Agency Authority](#) semi-annually by the Owner or Operator. - If the Owner or Operator fails to pay a groundwater fee within thirty (30) days of it becoming due, the Owner or Operator shall be liable to the [Agency Authority](#) for interest at the rate of one (1) percent per month on the delinquent amount of the groundwater fee and a ten (10) percent penalty.

(b) In the event of an overpayment of groundwater fees and charges by the Owner or Operator, unless the payor requests a refund, the Agency shall apply the overpaid amount to the Owner or Operator's next billing statement or payment cycle.

(c) Should the [Agency Authority](#) decide not to bring suit, the [Agency Authority](#) may collect any delinquent groundwater charge and any civil penalties and interest on the delinquent groundwater charge pursuant to the laws applicable to United Water Conservation District, County of Ventura, and City of ~~Fillmore~~ [Buenaventura](#). Collection shall be in the same manner as it would be applicable to the collection of delinquent assessments, water charges, or tolls.

(d) Additionally, the [Agency Authority](#) may, after a public hearing, order an Owner or Operator to cease extraction of groundwater until all delinquent fees are paid. The [Agency Authority](#) shall give notice to the Owner or Operator by certified mail at least fifteen (15) days in advance of the public hearing.

(e) All remedies specified in this section for collecting and enforcing fees are cumulative and may be pursued alternatively or may be used consecutively as determined by the [Agency's Authority's](#) Board of Directors.

(f) By an affirmative vote of ~~four (4) Directors, or three (3) Directors in,~~ the ~~event a Director is absent, conflicted or prohibited from voting pursuant to 9.3 of the JPAA agreement,~~ the [Agency Authority](#) may, in its sole discretion, waive any interest payments, penalties, or overdue fees.

## ARTICLE 11. -RECORDS RETENTION

11.1 ~~Maintenance Of~~ MAINTENANCE OF THE AUTHORITY RECORDS. The ~~Agency Records. The Agency~~ Authority will keep:

- (a) All public records, as defined in Cal. Gov. Code Section 6252.
- (b) All such records will be kept at the ~~Agency's~~ Authority's principal office.

11.2 ~~Records Retention Policy And Schedule.~~ RECORDS RETENTION POLICY AND SCHEDULE. By ~~June 30~~ December 31, 2018, - the Board will review and adopt a Records Retention Policy and Schedule that specifies the retention period of different categories of materials. Implementation of this Policy will be the responsibility of ~~Agency~~ Authority staff.

11.3 ~~Inspection Rights~~ INSPECTION RIGHTS.

(a) Any member may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.

(b) Any inspection and copying under this Section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy.

11.4 ~~Maintenance And Inspection Of Agreement And Bylaws.~~ MAINTENANCE AND INSPECTION OF AGREEMENT AND BYLAWS. The ~~Agency~~ Authority will keep at its principal executive office the original or copy of the Agreement and these Bylaws as amended to date, which will be open to inspection by the ~~Agency~~ Authority or any Member at all reasonable times during office hours.

11.5 ~~Inspection By Directors.~~ INSPECTION BY DIRECTORS. Every Director has the absolute right at any reasonable time to inspect all non-confidential books, records, and documents of every kind and the physical properties of the ~~Agency~~ Authority. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

## ARTICLE 12. CODE OF ETHICS AND CONFLICTS OF INTEREST

12.1 **DECLARATION OF POLICY.**- The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and the public have confidence in the integrity of its government. -In recognition of these goals, there is hereby established a Code of Ethics for all officers and employees, whether elected or appointed, paid or unpaid. This Article establishes ethical standards of conduct for ~~Agency~~ Authority officers and employees by setting forth those acts or actions that are incompatible with the best interests of the ~~Agency~~ Authority and by directing

the officers' disclosure of private financial or other interests in matters affecting the [Agency Authority](#).

12.2 -CONFLICT OF INTEREST CODE.- The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. -Pursuant to this, the [Agency Authority](#) adopted and promulgated a Resolution which constitutes the Conflict of Interest Code for the [Agency Authority](#), and sets forth designations of officials and employees, and establishes economic disclosure categories. -The [Agency Authority](#) will review its Conflict of Interest Code every other year as required by the Political Reform Act.

12.3 RESPONSIBILITIES OF PUBLIC OFFICE.- Public officials and employees are agents of public purpose and hold office for the benefit of the public. -They are bound to uphold the United States and State Constitution and to carry out impartially the laws of the nation, State, and the [Agency Authority](#), thus to foster respect for all governments.- They are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. -Recognizing that the public interests must be their primary concern, their conduct in both their official and private affairs should be above reproach.

12.4 DEDICATED SERVICE. -Officers and employees owe a duty of loyalty to the political objectives expressed by the electorate and the programs developed by the Board to attain those objectives. -Appointive officers and employees should adhere to the rules of work and performance established as the standards for their positions by the appropriate [Agency Authority](#). Officers and employees should not exceed their [Agency Authority](#) or breach the law, or ask others to do so, and owe a duty to cooperate fully with other public officers and employees unless prohibited from so doing by law or by the officially recognized confidentiality of their work.

12.5 FAIR AND EQUAL TREATMENT. Officers and employees shall not request or permit the use of [Agency Authority](#)-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided for the use of such officer or employee in the conduct of official business. -Officers and employees shall not grant special consideration, treatment or advantage to a member of the public beyond what is available to every other member of the public.

12.6 POLITICAL ACTIVITIES. -Officers and employees shall not solicit or participate in soliciting ~~an~~ assessment; subscription of contribution to a political party during working hours on property owned by the [Agency Authority](#) and shall conform to Government Code Sections 3202 and 3203. Officers and employees shall not promise appointment to a position with the [Agency Authority](#).

12.7- EX PARTE COMMUNICATIONS.- Any written communication received by an officer or employee relating to a matter to be discussed by the [Agency Authority](#) Board shall be made part of the record of decision.- A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

12.8 AVOIDANCE OF IMPRESSIONS OF CORRUPTIBILITY. Officers and employees shall conduct their official and private affairs so as not to give a reasonable basis for the impression that they can be improperly influenced in performance of public duties. Officers and employees should maintain public confidence in their performance of the public trust in the [Agency Authority](#). They should not be a source of embarrassment to the [Agency Authority](#) and should avoid even the appearance of conflict between their public duties and private interests.

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

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

12.11 PENALTIES. -In addition to any other penalties or remedies provided by law, violation of this [Chapter Article](#) shall constitute a cause for suspension, removal from office or employment or other disciplinary action after notice and hearing conducted by the appropriate appointing Member or, in the case of the Board, an affirmative vote of four (4) Directors, or three (3) Directors in the event a Director is absent, conflicted or prohibited from voting pursuant to 9.3 of the [JPAAJPA](#) agreement.

## ARTICLE 13. AMENDMENT

13.1— These Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board at a regular or special meeting of the Board, provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has

previously been given to all members of the Board. -Such notice shall identify the Article to be amended, the proposed amendment, and the reason for the proposed amendment. ~~JPAA, Art. JPA,~~  
11.- The Board may, upon unanimous consent, waive the thirty (30) day written notice period.

## ARTICLE 14. PURCHASING POLICY

14.1 POLICY. -The Agency Authority will procure Goods and Services in support of its administrative, operational and capital improvement requirements. -It is the intent of the Agency Authority to engage in procurements that ensure it will receive Goods and Services of the appropriate quantity, of a satisfactory level of quality, delivered in a timely manner, and at a price that represents the best value to the Agency Authority, its Members, and other affected parties. Furthermore, it will employ procurement processes that are fair and equitable and will allow providers of Goods and Services the greatest opportunity to participate and compete for the Agency's Authority's procurement engagements.

### 14.2 DEFINITIONS.

—The following definitions shall apply to this ~~chapter~~ Article:

- (a) Contract. A written document establishing terms and conditions between buyer and seller for the provision of Goods or Services, and includes Professional Service Agreements, General Service Agreements, and Purchase Orders.
- (b) Critical Repairs. Services performed on Agency facilities that are unplanned, unexpected and which are essential to the continued operation of the facilities, but do not rise to the level of “Emergency.”
- (c) Formal Competitive Solicitation. The issuance of a written Request for Bids, proposals or quotations.
- (d) Goods. Refers to all types of tangible personal property including materials, supplies, and equipment.
- (e) Material Change. A change to essential terms in a contract including, not limited to, consideration, scope of Services, insurance and indemnity obligations, and assignment.
- (f) Informal Competitive Solicitation. A written request for a bid, proposal, or quotation in accordance with written terms and conditions included in the request.
- (g) Public Works Construction Agreement. Agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind and awarded in compliance with competitive bidding statutes.
- (h) Requisition. A document generated by staff to identify and establish a requirement for, and request authorization of, the procurement of Goods and Services.

- (i) Service(s). The labor, intellectual property or other work product provided by a Contractor or Consultant that is not tangible personal property.

#### 14.3 PROCUREMENT OF GOODS AND SERVICES.

- (a) Procurement Authority. Procurement ~~Authority~~ authority shall be exercised and performed by the Board of Directors through the approval of warrants presented to the Board. This authority includes both the authority to approve procurements and the authority to commit the Agency to procurements. The Board of Directors may delegate certain authorities to the Agency's management and staff. These delegated authorities shall be exercised and performed in accordance with applicable federal, state, and local laws and the policies contained herein.

- (b) Procurement of Goods, Professional Services and Non-Professional Services. The Agency may procure Goods and Services as authorized below:

- (1) Procurements of Goods, Professional Services and Non-Professional Services Less than \$500:

- (i) The Executive Director may expend up to \$500 to purchase necessary supplies and equipment without secondary approval.

- (2) Procurement of Goods, Professional Services and Non-Professional Services over \$500:

- (i) Requires Board approval of a Purchase Order.
  - (ii) Signed by both the Board Chair and Treasurer.

- (3) Amendments/ Change Orders/ Revisions: Material Changes to a contract document require authorization. Approval and execution is subject to the thresholds established above and based on the final value of the Contract document after the change is incorporated.

- (c) Leasing of Goods. Leasing of Goods is subject to the same requirements established for the procurement of Goods, as defined in section (b).

- ~~(d)~~ Public Works. The procurement of Goods and Services for the construction of public works by the Agency shall be governed by California Public Contract Code sections 20640 et seq.

- ~~(d)~~(e) Amendments/ Change Orders/ Revisions: Material Changes to a Contract document require authorization. Approval and execution is subject to the thresholds established above and based on the final value of the Contract document after the change is incorporated. Change Orders within preapproved funding amounts require execution by the Board of Directors.

14.4 EMERGENCY PURCHASES AND SERVICES.— In the event of an emergency, the Executive Director may make immediate purchases of Goods and Services pursuant to California Public Contract Code section 20640 *et seq.*— Emergency purchases include any purchase required to prevent imminent danger or to prevent or mitigate the loss or impairment of life, health, property, or essential public services. —Every effort shall be made to obtain advance approvals or to obtain approvals as soon as possible following the purchase.

14.5 PROCUREMENT OF CRITICAL GOODS AND SERVICES.— When expenditures are made for the procurement of Critical Goods and Services, staff will use its best efforts to conform to the Informal Solicitation process, and shall not exceed \$1,000-~~00~~ per each critical repair or critical acquisition.— Any expenditure for these types of repairs will be brought to the Board of Directors at the next regularly scheduled Board meeting for ratification.

## ARTICLE 15. DEFINITIONS AND CONSTRUCTION

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

**EFFECT.** These bylaws shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED on [DATE], by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

[Seal]

**BYLAWS**

**of the**

**Mound Basin Groundwater Sustainability Agency**

\_\_\_\_\_, 2018

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## **PREAMBLE**

These Bylaws are adopted and effective as of **[DATE]**, pursuant to the Joint Exercise of Powers Agreement of the Mound Basin Groundwater Sustainability Agency of June 2017 (the "Agreement" or "JPA") by and among the City of San Buenaventura, County of Ventura, and United Water Conservation District ("Members").

## **ARTICLE 1. THE AUTHORITY**

1.1 **NAME OF AUTHORITY.** The name of the Authority created by the Agreement shall be the **MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY** ("Authority"). JPA, Preamble.

1.2 **OFFICE OF AUTHORITY.** The principal office of the Authority shall be **[ADDRESS]**, or at such other location as the Board may designate by resolution. JPA, 7.3.

1.3 **POWERS.** The powers of the Authority are vested in the governing board who reserve unto themselves the right to delegate by resolution such powers as are appropriate and permissible by law. JPA, Art. 4. The governing board ("Board" or "Board of Directors") consists of: one (1) Member Director appointed by the City Council of the City of San Buenaventura who is a member of the City Council of San Buenaventura or a representative; one (1) Member Director appointed by the County of Ventura Board of Supervisors, who is a Supervisor or representative; one (1) Member Director appointed by the Board of Directors for United Water Conservation District, who is a member of United Water Conservation District's Board of Directors or a representative; one (1) Agricultural Stakeholder Director; and one (1) Environmental Stakeholder Director, to be nominated by the environmental organizations outlined in the Article 6.3.5 of the Agreement and unanimously selected by the Member Directors. JPA, 6.3.1-3.5.

## **ARTICLE 2. BOARD OF DIRECTORS**

2.1 **BOARD.** The Authority shall be governed by a Board of Directors ("Board of Directors" or "Board"). The Board shall consist of five (5) Directors comprised of representatives who shall be appointed in the manner set forth in Article 6 of the Agreement. JPA, 6.1, 6.3.

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

## 2.3 MEMBER DIRECTORS.

2.3.1 Terms, Removal and Vacancies. Member Directors will be appointed to serve for a term of two (2) years, except as set forth in Section 6.4 of the Joint Exercise of Powers Agreement. A Member Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member's governing agency. The Member Director shall cease to be a Director when he or she is no longer a member of their governing Agency's board or ceases to be an employee of the Member. JPA, 6.5. No individual Member Director may be removed in any other manner, including by affirmative vote of the other Directors. A Member Director vacancy shall occur when a Director resigns, at the end of the Director's term, or when he or she is removed by his or her appointing governing body. Upon the vacancy of a Member Director, the seat shall remain open and vacant until a replacement Director is appointed as set forth in Section 6.3 of the Joint Exercise of Powers Agreement. Members shall submit any changes in Director positions to the Executive Director by written notice signed by an authorized representative of the Member. The written notice shall include a resolution of the governing body of the Member directing such change in the Director position. JPA, 6.5.

## 2.4 AGRICULTURAL STAKEHOLDER DIRECTOR

2.4.1 Terms, Removal and Vacancies. The term for the Agricultural Stakeholder Director shall be one (1) year. A vacancy of an Agricultural Stakeholder Director's seat shall occur upon a Director's resignation or at the end of the Director's term. JPA, 6.5. Upon the vacancy of the Agricultural Stakeholder Director, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3 of the Joint Exercise of Powers Agreement. JPA, 6.5.

## 2.5 ENVIRONMENTAL STAKEHOLDER DIRECTORS

2.5.1 Terms, Removal and Vacancies. The term for the Environmental Stakeholder Director shall be one (1) year. JPA, 6.4. A vacancy of an Environmental Stakeholder Director's seat shall occur upon a Director's resignation or at the end of the Director's term. JPA, 6.5. Upon the vacancy of the Environmental Director, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3 of the Joint Exercise of Powers Agreement. JPA, 6.5.

# ARTICLE 3. MEETINGS

3.1 REGULAR MEETINGS. The regular meetings of the Authority shall be held at least quarterly on a date and time which the Authority may designate as determined by the Board. The Board will set the time and place of meetings in accordance with Government Code Section 54954. JPA, 8.2.

3.2 QUORUM. A majority of the Directors of the Board shall constitute a quorum for the purpose of conducting Authority business, exercising Authority powers, and for all other purposes. However, a smaller number may adjourn from time-to-time until the quorum is obtained. JPA, 9.1.

3.3 AGENDA. Authority staff shall prepare the agenda. At least seventy-two hours before a regular meeting, or at least twenty-four hours prior to a special meeting, the Board Secretary shall post an agenda containing a brief, general description of each item of business to be transacted or discussed at the meeting, including the items to be discussed in closed session. The posting shall be freely accessible to the public. The agenda shall include the opportunity for the public to address the Board prior to taking action on any matter. The agenda for regular and adjourned regular meetings shall include the opportunity for the public to address the Board on matters within the jurisdiction of the Authority but not on the agenda. During public comment, a Director may request a matter be included on the agenda for a future meeting. Authority staff shall arrange for the matter to be placed on a future agenda as promptly as feasible. No action shall be taken on matters not shown on the posted agenda, except that Directors may briefly respond to statements made or questions posed during public comment; respond to a request for clarification; provide a reference to staff or other resources for factual information; request staff to report back to the Board at a subsequent meeting or direct staff to place a matter of business on a future agenda. The Board may add matters to the agenda upon a majority finding that an emergency exists or upon at least a two-thirds vote finding there is a need to take immediate action and the need for action came to the attention of the Authority subsequent to the posting of the agenda.

3.4 VOTING. Voting by the Board of Directors shall be made on the basis of one vote for each Director. All decisions of the Board shall require the affirmative vote of a minimum of three (3) Directors, except for the matters specified in Article 9.3 of the JPA which require special voting. JPA, 9.3.

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

## **ARTICLE 4. OFFICERS**

4.1 OFFICERS. The officers of the Authority shall consist of a Chair, a Vice Chair/Secretary, and a Treasurer. JPA, 7.1. Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. JPA, 7.2.4.2 CHAIR. The Chair shall preside at meetings of the Authority. The Chair shall sign contracts, deeds, and other instruments made by the Authority.

4.3 VICE CHAIR. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. JPA, 7.1. The Vice Chair shall also act as Secretary and shall keep the administrative records of the Authority, act as secretary at meetings of the Authority, record all votes, and keep a record of the proceedings of the Authority to be kept for such purpose, and perform all duties incident to the Secretary's office. The Secretary shall maintain a record of all official proceedings of the board.

4.4 TREASURER AND AUDITOR. The Treasurer and Auditor shall be appointed in the manner, and shall perform those functions required by Government Code Sections 6505, 6505.5, and all other applicable laws and regulations, including any subsequent amendments thereto. The Treasurer shall be bonded in accordance with the provisions of section 6505.1. JPA, 13.3.

4.5 GENERAL COUNSEL. The General Counsel shall be the chief legal officer of the Authority. The General Counsel shall give advice or opinions in writing to the Chairman or other Authority officers and shall prepare proposed resolutions, laws, rules, contracts, and other legal documents for the Authority when requested to do so by the Authority. The General Counsel shall attend to all lawsuits and other matters to which the Authority is a part or in which the Authority may be legally interested and do such other things pertaining to the General Counsel's office as the Authority may request.

4.6 OFFICER COMPENSATION. The officers of the Authority shall receive such compensation as the Authority prescribes and in addition, shall receive their actual and necessary expenses, including traveling expenses incurred in the discharge of their duties.

4.7 EXPENSES. If previously approved by the Board, a Director shall receive actual, reasonable, and necessary reimbursement for travel, meals, lodging, registration, and similar expenses incurred on Authority business. The reimbursement rates for lodging shall not exceed the posted rates for a trade conference, but if a lodging at the posted rates is not available, the reimbursement rate shall be comparable to the posted rates. For travel of 250 miles or less, Directors shall be reimbursed at the IRS rate. For travel over 250 miles, Directors shall be reimbursed at the lowest available rate for public air transportation, as determined by the Administrator, or actual cost, whichever is less. As used herein, "transportation" includes travel to and from terminals. Automobile rental expenses shall be approved in advance. Reimbursement for meals, other than alcoholic beverages, shall be at the rate established by the IRS or actual reasonable cost not to exceed \$60 per day. Directors may declare the amount of the meal under penalty of perjury in lieu of receipts if the amount is less than the IRS rate. Claims for expense reimbursement shall be submitted to the Administrator of the Board on forms provided by the Authority within 30-days after the expense has been incurred. The Administrator shall determine whether the claim satisfies the requirements of this section and if the claim is denied, the claimant may appeal to the Board.

## **ARTICLE 5. COMMITTEES**

5.1 Pursuant to Article 12 of the Agreement, the Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each standing or ad hoc committee shall include a Director as the chair thereof. Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Authority. Permanent Committees will be given a specific

role and, regardless of the number of Directors appointed, shall be subject to compliance with the Brown Act. All Committees will provide regular updates to the full Board about their activities and the progress of their work.

## **ARTICLE 6. EXECUTIVE DIRECTOR AND STAFF**

6.1 EXECUTIVE DIRECTOR. The Board of Directors may appoint an Executive Director, who may be, though need not be an officer, employee, or representative of one of the Members. The Executive Director shall have general supervision over the administration of Authority business and affairs, subject to the direction of the Authority. The Executive Director shall have the powers designated by the Board, and may execute contracts, deeds, and other documents and instruments as authorized by the Authority. The Executive Director's compensation, if any, shall be determined by the Board of Directors. JPA, 10.1-10.2.

6.2 STAFF. The Executive Director may employ such additional full-time and/or part-time employees, assistants, and independent contractors who may be necessary from time to time to accomplish the purposes of the Authority, subject to the approval of the Board of Directors. JPA, 10.4.

## **ARTICLE 7. FINANCES**

7.1 DEPOSIT AND DISBURSEMENT OF FUNDS. All funds of the Authority shall be deposited in one or more depository accounts as may be designated by the Board. Such accounts shall be independent of any account owned by or exclusively controlled by any of the Members. No disbursements of such funds shall be made unless the same shall have been approved in the annual operating budget, or otherwise specifically approved by the Board. Monthly, or at a time established by the Board, all disbursements shall be listed on a report by check number, vendor and amount, and approved by the Board prior to the issuance of a payment. All check disbursements shall require dual signature that will include the Treasurer and Board Chair or Vice Chair.

7.2 BUDGET. The Authority shall operate pursuant to an operating budget to be adopted prior to the beginning of each new fiscal year. JPA, 14.1. The Agency shall endeavor to operate each year pursuant to an annually balanced budget so that projected annual expenses do not exceed projected annual revenues. Budget adjustments to the annual budget shall be reviewed and acted upon by the Board at a regularly scheduled Board meeting occurring after January 1 of each calendar year. The Board may take action to amend the budget at other times if circumstances require more immediate action.

## **ARTICLE 8. DEBTS AND LIABILITIES**

8.1 The debts, liabilities, and obligations of the Authority are not and will not be the debts, liabilities, or obligations of any or all of the Members. JPA, 15.1. However, nothing in this Article or in the Agreement prevents, or impairs the ability of, a Member or Members, from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation, or liability of the Authority, including but not limited to, any bond or other debt instrument issued by the Authority.

## **ARTICLE 9. REGISTRATION OF FACILITIES**

9.1 The Authority may require registration of all groundwater extraction facilities within its management area pursuant to Wat. Code, § 10725.6. The Authority shall keep a register of wells drilled within its management area. It shall be the policy of the Authority to have a standing request with the County of Ventura to be notified of any application or plan for a well or groundwater extraction facility within the Authority's jurisdiction.

## **ARTICLE 10. FEE ENFORCEMENT**

10.1 Fee Enforcement is based on Wat. Code, § 10730.6:

- (a) Groundwater fees will be due and payable to the Authority semi-annually by the Owner or Operator. If the Owner or Operator fails to pay a groundwater fee within thirty (30) days of it becoming due, the Owner or Operator shall be liable to the Authority for interest at the rate of one (1) percent per month on the delinquent amount of the groundwater fee and a ten (10) percent penalty.
- (b) In the event of an overpayment of groundwater fees and charges by the Owner or Operator, unless the payor requests a refund, the Agency shall apply the overpaid amount to the Owner or Operator's next billing statement or payment cycle.
- (c) Should the Authority decide not to bring suit, the Authority may collect any delinquent groundwater charge and any civil penalties and interest on the delinquent groundwater charge pursuant to the laws applicable to United Water Conservation District, County of Ventura, and City of Buenaventura. Collection shall be in the same manner as it would be applicable to the collection of delinquent assessments, water charges, or tolls.
- (d) Additionally, the Authority may, after a public hearing, order an Owner or Operator to cease extraction of groundwater until all delinquent fees are paid. The Authority shall give notice to the Owner or Operator by certified mail at least fifteen (15) days in advance of the public hearing.

(e) All remedies specified in this section for collecting and enforcing fees are cumulative and may be pursued alternatively or may be used consecutively as determined by the Authority's Board of Directors.

(f) By an affirmative vote of three (3) Directors, the Authority may, in its sole discretion, waive any interest payments, penalties, or overdue fees.

## **ARTICLE 11. RECORDS RETENTION**

11.1 MAINTENANCE OF THE AUTHORITY RECORDS. The Authority will keep:

(a) All public records, as defined in Cal. Gov. Code Section 6252.

(b) All such records will be kept at the Authority's principal office.

11.2 RECORDS RETENTION POLICY AND SCHEDULE. By December 31, 2018, the Board will review and adopt a Records Retention Policy and Schedule that specifies the retention period of different categories of materials. Implementation of this Policy will be the responsibility of Authority staff.

11.3 INSPECTION RIGHTS.

(a) Any member may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.

(b) Any inspection and copying under this Section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy.

11.4 MAINTENANCE AND INSPECTION OF AGREEMENT AND BYLAWS. The Authority will keep at its principal executive office the original or copy of the Agreement and these Bylaws as amended to date, which will be open to inspection by the Authority or any Member at all reasonable times during office hours. 11.5 INSPECTION BY DIRECTORS. Every Director has the absolute right at any reasonable time to inspect all non-confidential books, records, and documents of every kind and the physical properties of the Authority. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

## **ARTICLE 12. CODE OF ETHICS AND CONFLICTS OF INTEREST**

12.1 DECLARATION OF POLICY. The proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and the public have confidence in the integrity of

its government. In recognition of these goals, there is hereby established a Code of Ethics for all officers and employees, whether elected or appointed, paid or unpaid. This Article establishes ethical standards of conduct for Authority officers and employees by setting forth those acts or actions that are incompatible with the best interests of the Authority and by directing the officers' disclosure of private financial or other interests in matters affecting the Authority.

12.2 CONFLICT OF INTEREST CODE. The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. Pursuant to this, the Authority adopted and promulgated a Resolution which constitutes the Conflict of Interest Code for the Authority, and sets forth designations of officials and employees, and establishes economic disclosure categories. The Authority will review its Conflict of Interest Code every other year as required by the Political Reform Act.

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

12.4 DEDICATED SERVICE. Officers and employees owe a duty of loyalty to the political objectives expressed by the electorate and the programs developed by the Board to attain those objectives. Appointive officers and employees should adhere to the rules of work and performance established as the standards for their positions by the appropriate Authority. Officers and employees should not exceed their Authority or breach the law, or ask others to do so, and owe a duty to cooperate fully with other public officers and employees unless prohibited from so doing by law or by the officially recognized confidentiality of their work.

12.5 FAIR AND EQUAL TREATMENT. Officers and employees shall not request or permit the use of Authority-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided for the use of such officer or employee in the conduct of official business. Officers and employees shall not grant special consideration, treatment or advantage to a member of the public beyond what is available to every other member of the public.

12.6 POLITICAL ACTIVITIES. Officers and employees shall not solicit or participate in soliciting assessment; subscription of contribution to a political party during working hours on property owned by the Authority and shall conform to Government Code Sections 3202 and 3203. Officers and employees shall not promise appointment to a position with the Authority.

12.7 EX PARTE COMMUNICATIONS. Any written communication received by an officer or employee relating to a matter to be discussed by the Authority Board shall be made part of the record of decision. A communication concerning only the status of a pending matter shall not be regarded as an ex parte communication.

12.8 AVOIDANCE OF IMPRESSIONS OF CORRUPTIBILITY. Officers and employees shall conduct their official and private affairs so as not to give a reasonable basis for the impression that they can be improperly influenced in performance of public duties. Officers and employees should maintain public confidence in their performance of the public trust in the Authority. They should not be a source of embarrassment to the Authority and should avoid even the appearance of conflict between their public duties and private interests.

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

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

12.11 PENALTIES. In addition to any other penalties or remedies provided by law, violation of this Article shall constitute a cause for suspension, removal from office or employment or other disciplinary action after notice and hearing conducted by the appropriate appointing Member or, in the case of the Board, an affirmative vote of four (4) Directors, or three (3) Directors in the event a Director is absent, conflicted or prohibited from voting pursuant to 9.3 of the JPA agreement.

## **ARTICLE 13. AMENDMENT**

13.1 These Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board at a regular or special meeting of the Board, provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has

previously been given to all members of the Board. Such notice shall identify the Article to be amended, the proposed amendment, and the reason for the proposed amendment. JPA, 11. The Board may, upon unanimous consent, waive the thirty (30) day written notice period.

## **ARTICLE 14. PURCHASING POLICY**

14.1 **POLICY.** The Authority will procure Goods and Services in support of its administrative, operational and capital improvement requirements. It is the intent of the Authority to engage in procurements that ensure it will receive Goods and Services of the appropriate quantity, of a satisfactory level of quality, delivered in a timely manner, and at a price that represents the best value to the Authority, its Members, and other affected parties. Furthermore, it will employ procurement processes that are fair and equitable and will allow providers of Goods and Services the greatest opportunity to participate and compete for the Authority's procurement engagements.

### 14.2 **DEFINITIONS.**

The following definitions shall apply to this Article:

- (a) Contract. A written document establishing terms and conditions between buyer and seller for the provision of Goods or Services, and includes Professional Service Agreements, General Service Agreements, and Purchase Orders.
- (b) Critical Repairs. Services performed on Agency facilities that are unplanned, unexpected and which are essential to the continued operation of the facilities, but do not rise to the level of "Emergency."
- (c) Formal Competitive Solicitation. The issuance of a written Request for Bids, proposals or quotations.
- (d) Goods. Refers to all types of tangible personal property including materials, supplies, and equipment.
- (e) Material Change. A change to essential terms in a contract including, not limited to, consideration, scope of Services, insurance and indemnity obligations, and assignment.
- (f) Informal Competitive Solicitation. A written request for a bid, proposal, or quotation in accordance with written terms and conditions included in the request.
- (g) Public Works Construction Agreement. Agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind and awarded in compliance with competitive bidding statutes.
- (h) Requisition. A document generated by staff to identify and establish a requirement for, and request authorization of, the procurement of Goods and Services.

- (i) Service(s). The labor, intellectual property or other work product provided by a Contractor or Consultant that is not tangible personal property.

#### 14.3 PROCUREMENT OF GOODS AND SERVICES.

- (a) Procurement Authority. Procurement authority shall be exercised and performed by the Board of Directors through the approval of warrants presented to the Board. This authority includes both the authority to approve procurements and the authority to commit the Agency to procurements. The Board of Directors may delegate certain authorities to the Agency's management and staff. These delegated authorities shall be exercised and performed in accordance with applicable federal, state, and local laws and the policies contained herein.
- (b) Procurement of Goods, Professional Services and Non-Professional Services. The Agency may procure Goods and Services as authorized below:
  - (1) Procurements of Goods, Professional Services and Non-Professional Services Less than \$500:
    - (i) The Executive Director may expend up to \$500 to purchase necessary supplies and equipment without secondary approval.
  - (2) Procurement of Goods, Professional Services and Non-Professional Services over \$500:
    - (i) Requires Board approval of a Purchase Order.
    - (ii) Signed by both the Board Chair and Treasurer.
  - (3) Amendments/ Change Orders/ Revisions: Material Changes to a contract document require authorization. Approval and execution is subject to the thresholds established above and based on the final value of the Contract document after the change is incorporated.
- (c) Leasing of Goods. Leasing of Goods is subject to the same requirements established for the procurement of Goods, as defined in section (b).
- (d) Public Works. The procurement of Goods and Services for the construction of public works by the Agency shall be governed by California Public Contract Code sections 20640 et seq.
- (e) Amendments/ Change Orders/ Revisions: Material Changes to a Contract document require authorization. Approval and execution is subject to the thresholds established above and based on the final value of the Contract document after the change is incorporated. Change Orders within preapproved funding amounts require execution by the Board of Directors.

14.4 EMERGENCY PURCHASES AND SERVICES. In the event of an emergency, the Executive Director may make immediate purchases of Goods and Services pursuant to California Public Contract Code section 20640 *et seq.* Emergency purchases include any purchase required to prevent imminent danger or to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Every effort shall be made to obtain advance approvals or to obtain approvals as soon as possible following the purchase.

14.5 PROCUREMENT OF CRITICAL GOODS AND SERVICES. When expenditures are made for the procurement of Critical Goods and Services, staff will use its best efforts to conform to the Informal Solicitation process, and shall not exceed \$1,000 per each critical repair or critical acquisition. Any expenditure for these types of repairs will be brought to the Board of Directors at the next regularly scheduled Board meeting for ratification.

## ARTICLE 15. DEFINITIONS AND CONSTRUCTION

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

**EFFECT.** These bylaws shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED on [DATE], by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Chair

ATTEST:

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Secretary

[Seal]