

# **MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

## **NOTICE OF MEETING\***

**NOTICE IS HEREBY GIVEN** that the Mound Basin Groundwater Sustainability Agency (“Agency”) Board of Directors (“Board”) will hold a **Board Meeting** at **1:00 P.M. on Thursday, June 21, 2018** at Room 223 (Santa Cruz), Ventura City Hall, 501 Poli Street, California 93001

## **MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS**

### **AGENDA**

**Thursday, June 21, 2018**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. DIRECTOR ANNOUNCEMENTS**

**4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. The presiding Chair shall limit public comments to three minutes.

**5. CONSENT ITEMS**

- a. Approve Minutes from May 21, 2018 Regular Meeting** (to be provided at the meeting)

**6. ACTION ITEMS**

**a. Website Development**

The Board will consider a proposal from the County of Ventura to develop and maintain a website for the Agency.

**b. Executive Director/Program Manager**

The Board will discuss proposals from Bryan Bondy, Bondy Groundwater Consulting, Inc. (attached), and Anthony Emmert, United Water Conservation District (to be provided at the meeting) to serve as Executive Director/Program Manager of the Agency and consider authorizing the Chair to execute a contract with one or both of the parties.

**c. Approval of Proposed Budget for Fiscal Year 2018/19**

The Board shall review and consider approving the attached budget for July 1, 2018 – June 30, 2019.

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

**d. Long-term Budget and Funding Options Discussion**

The ad hoc committee for long-term funding options will lead the Board in a discussion of the long-term budget and funding options for the Agency.

**e. Schedule Public Meetings to Consider Imposition of Groundwater Extraction Fee**

The Board will discuss and consider scheduling public meetings to discuss the Agency's budget and a potential groundwater extraction fee under Water Code section 10730 to fund the Mound Basin GSA.

**f. Bylaws Discussion**

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

**g. Basin Boundary Modification**

The Board may consider approval of the attached Resolution 2018- 3 to initiate the basin boundary modification request process.

**h. Grant Agreement Conditions and Possible Amendments to DWR Prop 1 Grant for Mound Basin GSA**

The Board will discuss the conditions of a grant agreement with DWR and may consider submitting changes to the work plan, budget, or schedule.

**i. Support Letter for Bureau of Reclamation Assistance**

The Board may consider a request from the City of Ventura for a letter from the Agency supporting the City's application for assistance to plan, design and construct an innovative water recycling project under the Title XVI Program.

**j. Draft 2018 SGMA Basin Prioritization**

The DWR Draft Reprioritization notice designates the Mound Basin as a "high" priority basin (previously it was designated as a medium priority basin). The Board will discuss this impact on the Agency and consider submitting comments to DWR.

**7. EXECUTIVE DIRECTOR'S REPORT**

**a. Conflict of Interest Code Update**

**b. Liability Insurance Update**

**c. Change to October meeting date/location**

**8. ADJOURNMENT**

Administrative Reports relating to this agenda are available in the City of Ventura City Clerk's Office, 501 Poli St., Room 204, Ventura, during normal business hours as well as on the City of Ventura's Web Site (<https://www.cityofventura.ca.gov/1075/Water-Sources>). Materials related to an agenda item submitted to the Agency after distribution of the agenda packet are available for public review at the City Clerk's Office.

This agenda was posted before 6/18/18 at 1:00 p.m. on the City of Ventura City Hall Public Notices Board and on the Internet.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Ventura Water Office at (805) 652-4587 or the California Relay Service at (866) 735-2929. Notification by 6/19/18, at 12:00 p.m. will enable the Agency to make reasonable arrangements for accessibility to this meeting.

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(a)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Website Development

**SUMMARY**

The Board has previously discussed developing a more comprehensive website for the Agency. Meeting announcements and agendas are currently posted on a Mound Basin GSA page of the City of Ventura’s website. Stakeholders and directors have suggested moving forward with developing a stand-alone website that would contain additional background information on the Basin and materials and information related to GSP development.

**RECOMMENDED ACTION**

The Board will consider a proposal (to be provided at the meeting) from the County of Ventura to develop and maintain a website for the Agency.

**BACKGROUND**

The County of Ventura Information Technology Services department offers website development and hosting services. The Fillmore and Piru Basins Groundwater Sustainability Agency contracted with the County to develop its website at a cost of \$1,800. Annual hosting fees are estimated to be \$360 per year.

**FISCAL SUMMARY**

The fiscal impact will be dependent on the proposal received.

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

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

K. Brown \_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(b)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Executive Director/Program Manager

**SUMMARY**

The Board has previously discussed retaining a hydrogeologist to advise the Board and assist in preparation of the GSP. The proposed 2018-2019 Budget includes \$50,000 for an Executive Director/Program Manager.

**RECOMMENDED ACTION**

The Board will discuss proposals from Bryan Bondy, Bondy Groundwater Consulting, Inc. (attached), and Anthony Emmert, United Water Conservation District (to be provided at the meeting) to serve as Executive Director/Program Manager of the Agency and consider authorizing the Chair to execute a contract with one or both of the parties.

**BACKGROUND**

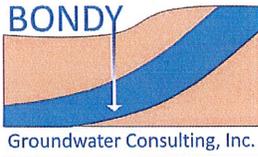
**FISCAL SUMMARY**

The proposed 2018-2019 Budget includes \$50,000 for an Executive Director/Program Manager.

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

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

K. Brown \_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_



9452 Telephone Road, #112, Ventura, CA 93004

June 9, 2018

Board of Directors, Mound Basin GSA  
C/o Ms. Jennifer Tribo, Interim Executive Director  
Ventura Water  
336 Sanjon Rd.  
Ventura, CA 93002

RE: Proposal – Agency Management Services

Dear Members of the Board,

Thank you for the opportunity to submit this proposal to provide agency management services. Based on conversations with the Interim Executive Director and Board Chair Mobley, I understand that the Mound Basin GSA will be transitioning from the Interim Executive Director to a permanent staffing solution consisting of a Board Clerk, financial accounting services, and a contract Executive Director. I further understand that the Board Clerk and financial accounting services will be provided by United Water Conservation District (UWCD).

This proposal is intended to address the Agency's Executive Director needs. This proposal is intentionally brief and is intended to provide a starting point for a discussion with the Board about Executive Director services.

#### Scope of Services and Budget for Executive Director Core Duties

Based on conversations with the Interim Executive Director and Board Chair Mobley, I understand that the Executive Director will work closely with the Clerk of the Board and UWCD's finance department to manage the Agency. The Executive Director's initial primary duties during the first twelve months will likely be focused on the following:

1. Performing project management planning for the GSP development process;
2. Executing a grant agreement and performing grant management tasks;
3. Supporting the Board – preparing staff reports and advising the Board at its meetings;
4. Responding to inquiries from the public, stakeholders, and interested parties;
5. Coordinating with UWCD; and
6. Assisting the Board with procurement and contract management.

As you may be aware, I am serving in a similar capacity for the Upper Ventura River GSA (UVRGSA). To date UVRGSA is several steps ahead of the Mound Basin GSA. Thus, if I were to serve both agencies in a management capacity, I would be able to leverage UVRGSA's efforts to reduce Mound Basin GSA's costs. The Mound Basin GSA has already benefited from this synergy on the grant application, which was able to be completed in a very short timeframe and very cost effectively as a result of leveraging UVRGSA's experience.

UVRGSA has budgeted approximately \$50,000 per year to perform the above-listed duties. This is a reasonable budget estimate for providing similar services to the Mound Basin GSA. Of course, I will seek to minimize costs by ensuring that I do not work on tasks that can be completed by the Clerk of the Board. All services will be billed on a time and materials basis according to the same rate schedule used for UVRGSA (please see Exhibit B of proposed contract).

#### Additional Services

Pursuant to the GSP Grant schedule, the bulk of the work on the GSP will not take place until after 2018. As the Agency transitions into GSP development, the Executive Director will be expected to perform stakeholder outreach, coordinate public workshops, advise the Board on technical and policy matters, and work with the Department of Water Resources concerning SGMA compliance. These tasks can be budgeted at a later date when they become part of the Executive Director's routine workload.

Beyond the management duties, I would like to note that I will likely be writing significant portions of the UVRGSA GSP with help from Lorraine Walter (she is the person that assisted me with the Mound GSA grant application). Keeping much of the GSP work "in-house" with Lorraine and I will help control costs on the UVRGSA GSP. A similar approach could be considered for Mound GSA and would likely provide substantial cost savings. We can explore this opportunity further if the Board is interested.

#### Closing

I look forward to discussing this further with the Board.

Sincerely,



Bryan Bondy, PG 7676, CHG 821  
President  
Bondy Groundwater Consulting, Inc.

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

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

**CLIENT INFORMATION:**

Client Name: Mound Basin Groundwater Sustainability Agency

Client Contact: Jennifer Tribo, Interim Executive Director

Phone: 805-652-4563

Email: [jtribo@venturawater.net](mailto:jtribo@venturawater.net)

Physical Address: N/A

Mailing Address: c/o Ventura Water, 336 Sanjon Rd., Ventura, CA 93002

**PROJECT INFORMATION:**

Project Name: Agency Management Services

Project Number: TBD

Project Location: Ventura, CA

Project Description: Agency Management Services

## AGREEMENT TO PROVIDE HYDROGEOLOGIC CONSULTING SERVICES

**THIS AGREEMENT** (the "Agreement"), effective as of the date of the last Party to sign this Agreement, is entered into between BONDY GROUNDWATER CONSULTING, INC., a California corporation ("Consultant") and MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY, created by and among the City of San Buenaventura, the County of Ventura, and United Water Conservation District, pursuant to the Joint Exercise of Powers Act of 2000 (Client) with reference to the following facts:

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

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

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

If Consultant is asked to perform a technical study, prepare portions of the Groundwater Sustainability Plan, other non-management task, Consultant will provide a cost estimate to Client's Board of Directors for approval. Work exceeding the cost must be approved in advance by Client's Board. The cost estimate will be considered a firm price, with Consultant having to request change orders to exceed the original amount.

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

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

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

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

6. Term and Termination.

6.1 Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall continue until approval of Client's Groundwater Sustainability Plan by the California Department of Water Resources.

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

6.3 Termination for Convenience. Either Party reserves the right, at any time in the exercise of its sole discretion, to terminate this Agreement for convenience in whole or in part, with or without cause, upon ten (10) days prior notice in writing to Consultant.

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

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

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

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

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

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

8. Limitation of Liability.

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

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

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

9. Insurance

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

10. Indemnification

Client shall indemnify and hold Consultant, and its affiliates, directors, officers, employees and agents harmless from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) to the extent caused by the negligent act, negligent omission, or willful misconduct of Client. Client shall have no duty to provide or to pay for an up-front defense against unproven claims or

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

11. Additional Covenants.

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

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

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

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

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

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

resolution of any dispute with Consultant, or payment of any money due to Consultant, upon Consultant's signing any such certification, guarantee, warranty or statement.

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

13. Dispute Resolution.

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

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) Warranty of Authority. Each Party represents and warrants to the other that it has the right, power and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so, and

that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with such Party's obligations hereunder.

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

[Signature Page Follows]

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

**CLIENT:**

**Mound Basin Groundwater Sustainability Agency**

AUTHORIZED AGENCY REPRESENTATIVE

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

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

**CONSULTANT**

**Bondy Groundwater Consulting, Inc.:**

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

Bryan Bondy, President

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

Lisa Bondy, Secretary

EXHIBIT A

SCOPE OF SERVICES AND ESTIMATED BUDGET

Please see proposal dated June 9, 2018.

EXHIBIT B  
CONSULTING FEES

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**FISCAL YEAR 2018/2019**

Professional Hydrogeologist (Bryan Bondy)	\$190/hour
Vehicle Mileage	IRS Rate
Expenses	Cost + 5%

:

EXHIBIT C  
INSURANCE

Consultant shall provide the following types of insurance designated in this section that includes coverage limits complying, at a minimum, with the limits set forth herein:

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

Mound Basin Groundwater Sustainability Agency and all of its officers, employees, and volunteers shall be named as additional insureds on the commercial general liability policy.

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(c)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Approval of Proposed Budget for Fiscal Year 2018/19

**SUMMARY**

At the May 17, 2018 meeting, the Board provided feedback to staff on a draft budget for FY2018-19. The attached proposed budget reflects input from the Board and the ad hoc committee for long-term funding options.

**RECOMMENDED ACTION**

The Board shall review and consider approving the attached budget for July 1, 2018 – June 30, 2019.

**BACKGROUND**

The Joint Exercise of Powers Agreement (“JPA Agreement”) requires that the Agency adopt a budget for the ensuing fiscal year within one hundred and twenty (120) days after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year. In the event that a budget is not so approved, the prior year’s budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or assessment(s) of contributions by Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year.

**FISCAL SUMMARY**

The fiscal impact of this item is the value of the final approved budget.

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

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

K. Brown \_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**  
**FISCAL YEAR BUDGET**  
**July 1, 2018 - June 30, 2019**  
Draft Proposed Budget (6/21/18)

**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	\$159,250	Twice per year billing.
3	In- Kind Services	\$50,000	United Water Conservation District
4	Reimbursement from DWR Grant	\$54,200	estimated based on GSP tasks for FY 18-19, depends on cost-share spent by Agency.
<b>TOTAL REVENUES</b>		<b>\$368,450</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>			
3	Website Development	\$2,000	County of Ventura Information Technology Services
4	Website maintenance	\$400	County of Ventura Information Technology Services
5	Audits	\$7,000	Estimate
6	Public Outreach/218 publications	\$1,500	
7	Liability Insurance	\$1,955	Insure Cal Quote
8	Routine Legal Counsel	\$32,400	\$270/hr - Agenda review and attend meetings as necessary - 10hrs per month for July 2018 - June 2019.
9	Special Legal Services	\$10,000	
10	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	
	Basin Boundary Modification	\$5,000	
	Organizational Activites	\$11,900	
	Project Administration	\$17,778	
16	Funding for Reserves	\$25,000	
<b>Total GSP Activities:</b>		<b>\$105,008</b>	
<b>TOTAL EXPENSES</b>		<b>\$241,763</b>	

**TOTAL REVENUES EXCEEDING EXPENSES** **\$126,687**

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(d)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Long-term Budget and Funding Options Discussion

**SUMMARY**

On December 21, 2017, the Board established an ad hoc committee to develop a framework for Agency funding options. Directors Mobley and Brown were selected to serve on the committee.

**RECOMMENDED ACTION**

The ad hoc committee for long-term funding options will lead the Board in a discussion of the long-term budget and funding options for the Agency.

**BACKGROUND**

At its November 16, 2017 meeting, the Board discussed funding options for the Mound Basin GSA under SGMA. On December 21, 2017, the Board established an ad hoc committee for long-term funding options. The ad hoc committee met on March 12, 2017.

At the March 15, 2018 Board meeting, the ad hoc committee presented information on the amount of pumping in the basin and discussed a potential fee that would support the Agency's annual budget during development of the GSP.

The ad hoc committee has met several times since the May 17, 2018 Board meeting to develop a draft long-term budget. The ad hoc committee will review the assumptions in the budget and lead the Board in a discussion of funding options.

**FISCAL SUMMARY**

Depending on the direction of the Board, there could be a fiscal impact associated with this item.

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

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

K. Brown \_\_\_ M. Mobley \_\_\_ G. Shephard \_\_\_ J. Chambers \_\_\_ C. Everts \_\_\_

### Mound Basin GSA Estimated Budget

	FY 2017-18		FY2018-19		FY2019-20		FY2020-21		FY2021-22		FY2022-23		FY2023-24	
	CY2017 Jul-Dec	CY2018 Jan-Jun Jul-Dec		CY2019 Jan-Jun Jul-Dec		CY2020 Jan-Jun Jul-Dec		CY2021 Jan-Jun Jul-Dec		CY2022 Jan-Jun Jul-Dec		CY2023 Jan-Jun Jul-Dec		Total
<b>Revenue</b>														
GW Extractions, AF/6 months		2,200	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	3,250	
GW Extractions Fee, \$/AF		\$15	\$23	\$26	\$26	\$26	\$28	\$29	\$29	\$22	\$20	\$18	\$16	
Revenue		\$33,000	\$74,750	\$84,500	\$84,500	\$84,500	\$91,000	\$94,250	\$94,250	\$71,500	\$65,000	\$58,500	\$52,000	\$887,750
County of Ventura Loan			\$50,000											
City of Ventura			\$55,000											
Well bond or grant														
Study grants														
Grant Reimbursements			\$5,600	\$48,600	\$4,000	\$78,700	\$133,950	\$55,250	\$120,750	\$78,850	\$34,200	\$34,200	\$4,000	\$598,100
<b>Total Revenue</b>		\$33,000	\$185,350	\$133,100	\$88,500	\$163,200	\$224,950	\$149,500	\$215,000	\$150,350	\$99,200	\$92,700	\$56,000	\$1,590,850
<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	\$3,500	\$11,085	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$52,882	\$596,287
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			\$5,000		\$6,200									\$11,200
Organizational Activities				\$11,900										\$11,900
GSP Chapter 2: Plan Area and Basin Setting					\$85,800	\$85,800								\$171,600
GSP Chapter 3: Sustainable Management Criteria						\$67,350	\$67,350							\$134,700
GSP Chapter 4: Projects and Management Actions								\$58,600	\$58,600					\$117,200
GSP Chapter 5: Plan Implementation								\$57,350						\$57,350
GSP Introduction, Executive Summary, References & Appendices								\$27,550						\$27,550
GSP Reviews and Approvals and Final Document Preparation									\$51,900	\$51,900	\$51,900			\$155,700
Project Administration			\$8,889	\$8,889	\$8,889	\$8,889	\$8,889	\$8,889	\$8,889	\$8,889	\$8,888			\$80,000
County of Ventura Loan Repayment					\$10,000	\$0	\$10,000	\$0	\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$50,000
City of Ventura Loan Repayment						\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$40,000
Budget Reserve			\$25,000					\$22,484	\$24,910					
<b>Total Expenses</b>	\$20,085	\$11,085	\$137,101	\$73,671	\$163,771	\$219,921	\$166,605	\$210,271	\$212,181	\$123,671	\$123,670	\$62,882	\$62,882	\$1,587,796
<b>6 Month Balance</b>	(\$20,085)	\$21,915	\$48,249	\$59,429	(\$75,271)	(\$56,721)	\$58,345	(\$60,771)	\$2,819	\$26,679	(\$24,470)	\$29,818	(\$6,882)	
<b>Running Balance</b>	(\$20,085)	\$1,830	\$50,079	\$109,508	\$34,237	(\$22,484)	\$35,861	(\$24,910)	(\$22,091)	\$4,588	\$2,209	\$32,027	\$25,145	
<b>Budget Reserve</b>			\$25,000	\$25,000	\$25,000	\$2,516	\$25,000	\$90	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	

Executive Director/Clerk of the Board	\$35,000
Accounting Services	\$17,508
Website Development	\$2,000
Website Maintenance	\$400
Audits	\$3,500
Public Outreach	\$1,500
Liability Insurance	\$1,955
Routine Legal Counsel	\$32,400
Special Legal Counsel	\$10,000
Annual Report	\$1,000
DWR Filing Fees/etc.	\$500
<b>Sum</b>	<b>\$105,763</b>

Executive Director	\$45,000
Accounting Services	\$17,508
Website Maintenance	\$400
Audits	\$3,500
Public Outreach	\$1,500
Liability Insurance	\$1,955
Routine Legal Counsel	\$32,400
Annual Report	\$1,000
Miscellaneous Expenses	\$2,500
<b>Sum</b>	<b>\$105,763</b>

## **MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

### **Item No. 6(e)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Schedule Public Meetings to Consider Imposition of Groundwater Extraction Fees

#### **SUMMARY**

The ad hoc committee for long-term funding options was established by the Board on December 21, 2017 and has recommended that the Board assess a groundwater extraction fee on pumpers within the Mound Groundwater Basin. Legal counsel has advised that the Agency schedule a public meeting as required under Water Code section 10730 to allow for oral or written presentations regarding this fee.

#### **RECOMMENDED ACTION**

The Board will discuss and consider scheduling public meetings to discuss the Agency's budget and a potential groundwater extraction fee to fund the Mound Basin GSA's preparation and adoption of a groundwater sustainability plan (GSP) as well as any other purposes allowed under Water Code section 10730.

#### **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).)

The Board discussed this item at its May 17, 2018 meeting and decided to schedule a public workshop for June 21, 2018 and a public hearing for July 19, 2018. However, upon further review of the short-term and long-term budget, the ad hoc committee for long-term funding options determined that the long-term budget needed more review and discussion by the entire Board before presenting it at a workshop. The ad hoc committee recommends scheduling meetings for July and August.

**FISCAL SUMMARY**

None.

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

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

K. Brown\_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J.Chambers\_\_\_ C.Everts\_\_\_

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(f)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Bylaws Discussion

**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 is expected to approve and sign its Bylaws at its meeting on June 19, 2018. Mound Basin legal counsel will prepare a “red-lined” version of Mound Basin’s draft bylaws to show the differences between the two sets of Bylaws upon approval of the final Bylaws by the Fillmore and Piru Basins GSA Board.

**FISCAL SUMMARY**

No fiscal impact associated with this item.

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

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

K. Brown \_\_\_ M. Mobley\_\_\_ G. Shephard\_\_\_ J. Chambers\_\_\_ C. Everts\_\_\_

**BYLAWS**

**of the**

**Mound Basin Groundwater Sustainability Authority**

\_\_\_\_\_, 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) 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 Ventura. Collection shall be in the same manner as it would be applicable to the collection of delinquent assessments, water charges, or tolls.

(c) 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.

(d) 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.

(e) By an affirmative vote of three (3) Directors, the Authority may, in its sole discretion, waive any interest payments, penalties, 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 July 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 chapter:

- (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. This resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Secretary

[Seal]

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(g)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Basin Boundary Modification

**SUMMARY**

The Ad hoc Committee for Basin Boundary Modification has been preparing the materials to submit a basin boundary modification request to DWR for the Mound Basin. DWR's Basin Boundary Modification Request portal requires a copy of the signed resolution adopted by the requesting agency formally initiating the boundary modification request process.

**RECOMMENDED ACTION**

The Board will consider approval of the attached Resolution 2018-3 to initiate the basin boundary modification request process.

**BACKGROUND**

On September 21, 2017, the Board voted to file a notice of intent with DWR of the Agency's expectation to submit a Basin Boundary Modification Application. An Initial Notification of Potential Basin Boundary Modification Request was submitted to DWR on October 4, 2017. The Board held a public workshop on March 13, 2018 and on May 15, 2018 established an ad hoc basin boundary modifications committee to work with United and FCGMA staff to prepare the necessary documents for submittal to DWR.

All information to support a boundary modification must be submitted through DWR's basin boundary modification web portal before the submission period closes on June 30, 2018.

**FISCAL SUMMARY**

There is no fiscal impact associated with this action.

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

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

K.Brown\_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_

1 **BOARD OF DIRECTORS**

2 **MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

3 **RESOLUTION NO. 2018-3**

4 **A RESOLUTION OF THE MOUND BASIN GROUNDWATER SUSTAINABILITY**  
5 **AGENCY INITIATING A BASIN BOUNDARY MODIFICATION REQUEST**

6  
7  
8 **WHEREAS**, the California Legislature has adopted, and the Governor has signed into  
9 law, the Sustainable Groundwater Management Act of 2014 ("Act"), which authorizes local  
10 agencies to manage groundwater in a sustainable fashion; and

11  
12  
13 **WHEREAS**, the legislative intent of the Act is to provide for sustainable management of  
14 groundwater basins, to enhance local management of groundwater, to establish minimum  
15 standards for sustainable groundwater management, and to provide local agencies with the  
16 authority and the technical and financial assistance necessary to sustainably manage  
17 groundwater; and

18  
19  
20 **WHEREAS**, the Mound Basin GSA was recognized as the Groundwater Sustainability  
21 Agency (GSA) for groundwater management of the Mound Basin by the California Department  
22 of Water Resources (DWR) on September 28, 2017.

23  
24 **WHEREAS**, SGMA requires a local groundwater sustainability agency to adopt a  
25 groundwater sustainability plan ("GSP") by January 31, 2020, for all medium- and high-priority  
26 basins identified as being subject to critical conditions of overdraft; and

27  
28 **WHEREAS**, SGMA requires a basin's boundaries shall be those boundaries identified in  
29 the California Department of Water Resources (DWR) Bulletin No. 118; and

30  
31 **WHEREAS**, SGMA establishes a process for local agencies to request that DWR revise  
32 the boundaries of a basin, including establishment of a new subbasins; and

33  
34 **WHEREAS**, Mound Basin GSA has identified that revision of the Mound Basin  
35 boundaries within Bulletin 118 are necessary to reflect the management of adjacent basins by  
36 other entities; and

37  
38 **WHEREAS**, Mound Basin GSA has until June 30, 2018 to submit a Basin Boundary  
39 Modification application to the Department of Water Resources requesting changes to the Basin  
40 boundary; and

41  
42 **WHEREAS**, requesting a Basin Boundary Modification is exempt from the California  
43 Environmental Quality Act (CEQA) because such modification is not a project under CEQA,  
44 and, even assuming that such modification constitutes a project, it would be exempt because the  
45 Basin Boundary Modification will not result in direct or indirect physical changes in the  
46 environment (Government Code Section 15378 (5));

47 **NOW, THEREFORE**, the Board of Directors of the Mound Basin Groundwater  
48 Sustainability Agency does hereby resolve, find, determine and order as follows:

- 49
- 50 1. All the recitals in this resolution are true and correct and the Agency so finds,  
51 determines and represents.
  - 52
  - 53 2. The Board of Directors of the Mound Basin Groundwater Sustainability Agency  
54 authorize the Filing of the "Basin Boundary Modification Request" to the Department  
55 of Water Resources to modify the existing Bulletin-118 boundaries as allowed by the  
56 Sustainable Groundwater Management Act of 2014 and amendments in 2015 by June  
57 30, 2018.
  - 58
  - 59 3. This resolution shall take effect immediately upon passage and adoption.
  - 60

61

62 WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No.  
63 2018- 03 was duly adopted and passed by the Board of Directors of the Mound Basin  
64 Groundwater Sustainability Agency at a meeting held on the 21st day of June, 2018, by the  
65 following vote:

66

67

68 AYES:  
69 NOES:  
70 ABSENT:

71

72

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74

75 \_\_\_\_\_  
Michael Mobley, Board Chair

76

77

78 ATTEST:

79

80

81 \_\_\_\_\_  
82 Jennifer Tribo  
83 Interim Executive Director

84

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(h)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Grant Agreement Conditions and Possible Amendments to DWR Prop 1 Grant for Mound Basin GSA

**SUMMARY**

On May 7, the Mound Basin GSA received its Award Notification from DWR for the Proposition 1: 2017 Sustainable Groundwater Planning Grant. The letter contained two deadlines for the Agency to meet in order to remain eligible for funding. Chair Mobley responded to DWR on May 18, 2018 confirming that the Mound Basin GSA is the grantee and will accept the grant award. The Agency must submit any changes to the work plan, budget, or schedule since the grant application was submitted to DWR by June 21, 2018.

The ad hoc committee for long-term funding options has identified several changes to the workplan, budget, and schedule that would allow the Agency to reduce the Agency's expenses over the next five years. The committee will lead the Board in a discussion of these potential changes.

**RECOMMENDED ACTION**

The Board will discuss the conditions of a grant agreement with DWR and may consider submitting changes to the work plan, budget, or schedule.

**BACKGROUND**

Mound Basin GSA has been awarded \$758,100 by the Department of Water Resources (DWR) under Proposition 1 Sustainable Groundwater Planning Grant Program. This award is conditioned upon the execution of a Grant Agreement between DWR and the Agency.

Before executing a grant agreement with DWR, the Agency must submit any changes to the work plan, budget, or schedule since the grant application was submitted. Any proposed changes should be submitted as track changes to the original document (work plan, budget, or schedule), with an explanation of the changes provided. Changes will only be considered acceptable by DWR if the project maintains or increases the level of quality and benefits as compared to the original application.

**FISCAL SUMMARY**

There is no fiscal impact associated with this action.

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

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

K.Brown\_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(i)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Support Letter for Bureau of Reclamation Assistance

**SUMMARY**

On May 30, 2018, the U.S. Bureau of Reclamation (Reclamation) announced a funding opportunity for Title XVI Water Reclamation and Reuse Projects. The Title XVI Water Reclamation and Reuse Projects funding opportunity allows for sponsors of water reclamation and reuse projects that are congressionally authorized or are eligible under section 4009(c) of the WIIN Act to request cost-shared funding for planning, design and/or construction of those Projects. Applications are due on July 27, 2018.

The City of Ventura was included in the list of project sponsors eligible for federal assistance to plan, design and construct an innovative water recycling project under this Title XVI Water Reclamation and Reuse Projects funding opportunity. The City is requesting letters of support for its application.

**RECOMMENDED ACTION**

The Board may consider a request from the City of Ventura for a letter from the Agency supporting the City's application for assistance to plan, design and construct an innovative water recycling project under the Title XVI Program.

**BACKGROUND**

The City of Ventura's proposed project is critical to the region's environmental protection and economic sustainability given the fact that its water supply is wholly reliant on local sources. It will provide a safe and reliable water supply to the more than 112,000 residents within their service area and ensure compliance with water quality mandates identified as part of a settlement agreement. Under the feasibility study, the City's objectives focus on expanding recycled water for the purpose of offsetting potable uses, recharging groundwater basins, and creating wetlands that would serve as a public amenity and environmental enhancement to the community.

Water reclamation and reuse projects provide improved efficiency, flexibility during water shortages and diversifies the water supply. Reclamation is making up to \$20 million available for those projects authorized under the WIIN Act and \$34 million for the congressionally authorized Title XVI projects.

**FISCAL SUMMARY**

There is no fiscal impact associated with this action.

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

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

K.Brown\_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_

The Honorable Brenda Burman  
Commissioner  
U.S. Bureau of Reclamation  
U.S. Department of the Interior  
1849 C Street, N.W.  
Washington, D.C. 20240

Dear Commissioner Burman:

On May 30, 2018, the U.S. Bureau of Reclamation announced that a number of sponsors of water recycling projects successfully completed feasibility studies and met the criteria of the Title XVI Program demonstrating the feasibility of a project to provide sustainable water supplies. I am pleased that my constituent, the City of San Buenaventura (City of Ventura), was included in the list of project sponsors eligible for federal assistance to plan, design and construct an innovative water recycling project under the authorities provided in the WIIN Act. I strongly support the City of Ventura's application for federal assistance and hope that your office will positively review the application for assistance.

The City of Ventura's proposed project is critical to the region's environmental protection and economic sustainability given the fact that its water supply is wholly reliant on local sources. It will provide a safe and reliable water supply to the more than 112,000 residents within their service area and ensure compliance with water quality mandates identified as part of a settlement agreement. Under the feasibility study, the City's objectives focus on expanding recycled water for the purpose of offsetting potable uses, recharging groundwater basins, and creating wetlands that would serve as a public amenity and environmental enhancement to the community.

In 2015-16, the City unveiled a potable reuse demonstration facility to gather site specific data on the performance of purification facilities and to provide a platform for public outreach and education. The facility included a system of multiple barriers (treatment components) and extensive testing to prove the performance of the system in meeting all drinking water goals as well as potable reuse goals for pathogen and pollutant removal. The facility exceeded expectations and more than met all the water quality goals as well as provided an opportunity for the public to come and see the technology. Based on the positive outcomes of the demonstration, the City is now proceeding forward with implementation of this project.

Again, I strongly support the City of Ventura's application for federal assistance. I look forward to learning of USBR's review and decision on the proposed project's request for assistance. If you have any questions, please contact me at \_\_\_\_\_.

Sincerely yours,

Mike Mobley, Chair  
Mound Basin Groundwater Sustainability Agency

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY**

**Item No. 6(j)**

**DATE:** June 21, 2018  
**TO:** Board of Directors  
**FROM:** Jennifer Tribo, Interim Executive Director  
**SUBJECT:** Draft 2018 SGMA Basin Prioritization

**SUMMARY**

On May 18, 2018, the DWR Sustainable Groundwater Management Program released a draft prioritization of groundwater basins as required by the Sustainable Groundwater Management Act (SGMA). The 2018 SGMA Basin Prioritization is scheduled to be finalized by fall 2018 after a 60 day public comment period that starts today and runs through July 18, 2018.

The DWR Draft Reprioritization notice designates the Mound Basin as a “high” priority basin (previously it was designated as a medium priority basin).

**RECOMMENDED ACTION**

The Board will discuss this impact on the Agency and consider submitting comments to DWR.

**BACKGROUND**

Basins throughout the state are ranked high-, medium-, low-, or very low-priority. Basins ranking high- or medium-priority are subject to SGMA. Of the 517 groundwater basins statewide, the newly released draft prioritization identifies 109 basins as high- and medium-priority, which includes 14 basins newly ranked as high- or medium-priority. Additionally, 38 basins previously ranked as high or medium-priority are now ranked as low- or very-low priority and are no longer subject to SGMA. Draft prioritization results can be viewed using DWR’s newly developed visual application tool, the 2018 Prioritization Dashboard.

DWR will be taking public comments on the draft results, including additional data or information that is consistent with statewide datasets identified in the Basin Prioritization Process and Results Document.

When the 2018 SGMA Basin Prioritization is made final, the basins newly subject to SGMA must form Groundwater Sustainability Agencies (GSAs) within two years and develop Groundwater Sustainability Plans (GSPs) within five years, or submit an Alternative Plan within two years. DWR provides a wide-variety of resources and services to support local agencies and GSAs in implementing SGMA.

**FISCAL SUMMARY**

There is no fiscal impact associated with this action.

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

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

K.Brown\_\_\_ M.Mobley\_\_\_ G.Shephard\_\_\_ J. Chambers\_\_\_ C.Everts\_\_\_