



**NOTICE IS HEREBY GIVEN that the
Mound Basin Groundwater Sustainability Agency (“Agency”)
Board of Directors (“Directors”) will hold a
REGULAR BOARD MEETING at 1:00 P.M. on
Thursday, February 21, 2019
at Ventura City Hall, Santa Cruz Conference Room #223
501 Poli Street, Ventura, California 93001**

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

CALL TO ORDER 1:00 p.m.

1. PLEDGE OF ALLEGIANCE

2. 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. In accordance with Government Code § 54954.3(b)(1), public comment will be limited to three (3) minutes per speaker per issue.

3. ROLL CALL

**4. APPROVAL OF AGENDA
Motion**

5. CONSENT CALENDAR

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

**5a Approval of Minutes
Motion**

The Board will consider approving the Minutes from the January 17, 2019 Mound Basin GSA Board of Directors meeting.

**5b Approval of Warrants
Motion**

The Board will consider approving payment of outstanding vendor invoices.

**5c Monthly Financial Reports
Information Item**

The Board will receive a monthly profit and loss statement and balance sheet for the Mound Basin GSA from UWCD's accounting staff.

**5d Application for Debit Card
Motion**

The Board will consider approving the application for a Debit card attached to the Agency's Bank of Sierra checking account.

6. BOARD MEMBER ANNOUNCEMENTS

7. EXECUTIVE DIRECTOR UPDATE

The Executive Director will provide an informational update on Agency activities since the previous Board meeting.

8. ACTION ITEMS

8a. Agreement with United Water Conservation District for GSP Technical Services

Motion

The Board will consider conditionally authorizing the Chair to execute an agreement with United Water Conservation District for groundwater modeling and other technical services related to GSP development.

9. INFORMATION ITEMS

None

10. FUTURE AGENDA ITEMS

ADJOURNMENT

The Board will adjourn to the next **Regular Board Meeting** on Thursday, **March 21, 2019** or call of the Chair.

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

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

Approved: _____


Executive Director Bryan Bondy

Posted: (date) February 14, 2019

(time) 3p.m.

(attest) **Kris Sofley**

At: <https://moundbasingsa.org>

Posted: (date) February 14, 2019 (time) 3:10p.m. (attest) Kris Sofley

At: <https://www.facebook.com/moundbasingsa/>

Posted: (date) February 14, 2019 (time) 3:05p.m. (attest) Kris Sofley

At: United Water Conservation District, 106 N 8th Street, Santa Paula CA 93060

Posted: (date) February 14, 2019 (time) 3p.m. (attest) Debra Martinez

At: Ventura City Hall, 501 Poli Street, Ventura, California 93001



MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS MEETING
Thursday, January 17, 2019, 1p.m.
Ventura City Hall, Room No. 223
501 Poli Street, Ventura, California 93001

MINUTES

DIRECTORS IN ATTENDANCE:

Kevin Brown, Vice Chair
Jim Chambers
Conner Everts
Mike Mobley, Chair
Glenn Shephard, Treasurer

STAFF IN ATTENDANCE:

Bryan Bondy, Executive Director
Kris Sofley, Clerk of the Board

PUBLIC IN ATTENDANCE:

Burt Handy
John Lindquist, UWCD
Jennifer Tribo, Ventura Water

CALL TO ORDER 1:04 p.m.

Chair Mobley called the meeting to order at 1:04 p.m.

1. PLEDGE OF ALLEGIANCE

The group joined in reciting the Pledge of Allegiance

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chair Mobley asked if there were any public comments, none were offered.

3. ROLL CALL

All Directors are present.

4. APPROVAL OF AGENDA

Motion to approve the agenda as presented, Director Everts; Second, Director Shephard.
Voice vote: five ayes (Brown, Chambers, Everts, Mobley, Shephard); none
opposed. Motion carries 5/0/0.

5. CONSENT CALENDAR

Chair Mobley asked if there were any Consent Calendar items that the Board would like to discuss.

Continues...

5a Approval of Minutes

Motion

The Board will consider approving the Minutes from the October 18, 2018 Mound Basin GSA Board of Directors meeting.

Mr. Bondy asked the Board if they preferred to continue with the transcript style of Minutes or if they preferred a shorter summary style which would be easier to review and take less time. Director Shephard said he was fine with shorter, summary minutes. Directors Everts and Chambers said to keep the minutes as they are for now.

Motion to approve the Minutes as presented, Director Everts; Second, Director Shephard. Voice vote: five ayes (Brown, Chambers, Everts, Mobley, Shephard); none opposed, none absent. Motion carries 5/0/0.

5b Approval of Warrants

Motion

The Board will consider approving payment of outstanding vendor invoices.

Mr. Bondy reported that, after discussing with legal counsel, the Board's legal counsel advised that no copy of warrants be included in the Board packet, but that copies be made available if any Board member wished to review them. The payee and amount will be listed in the staff report for Approval of Warrants, and supporting documentation will be available upon request.

Motion to approve warrants for approval, Director Chambers; Second, Director Brown. Voice Vote five ayes (Brown, Chambers, Everts, Mobley, Shephard); none opposed, none absent. Motion carries 5/0/0.

5c. Monthly Financial Reports

Information Item

The Board will receive a monthly profit and loss statement and balance sheet for the Mound Basin GSA from UWCD's accounting staff.

Mr. Bondy asked if the Board were comfortable receiving full Board packets electronically, with an email link to Dropbox and/or the Mound Basin GSA website. While the Directors were comfortable with receiving Board packets electronically, Directors Everts and Chambers said they like have the hard copies for the actual meetings. Ms. Sofley said that, in future, she would make hard copies of the Board packet available to all of the Directors.

5d Board Meeting Schedule for Calendar Year 2019

Information Item

The Board will consider approving the 2019 Regular Board Meeting Schedule as submitted or as modified by the Board.

Mr. Bondy reported that over the last few months, the Board has had an abnormal schedule and, at the suggestion of Chair Mobley, the November and December meetings were deferred to January. Mr. Bondy said that it is helpful to have a regular scheduled meeting date and time and the Board can decide on the fly if they need to meet. Mr.

Bondy cited the costs of holding the meetings, the travel distance of some of the Board members and the fluctuation of activities from month to month. Chair Mobley said that having an established meeting date and time was easier for the public, so they could plan for attending meetings.

Motion to approve the Board Meeting Schedule for Calendar Year 2019, continuing the established third Thursday at 1pm for Mound Basin GSA Board of Directors meetings, Director Everts; Second, Director Shephard. Voice vote: five ayes (Brown, Chambers, Everts, Mobley, Shephard); none opposed. Motion carries 5/0/0.

6. BOARD MEMBER ANNOUNCEMENTS

Director Brown informed the Board that this would be his last meeting as he had resigned his position as General Manager of Ventura Water effective the end of January and had accepted a position with Oberlin College in Ohio. Director Brown said that he would speak with the City Manager, but was fairly certain that the interim Ventura Water General Manager will be appointed to take his place on the Mound Basin GSA Board.

Director Chambers thanked Director Brown for his service, stating that it had been a very busy year, and a very good first year for the GSA. Chair Mobley echoed that sentiment, saying that he had enjoyed working with Director Brown.

7. EXECUTIVE DIRECTOR UPDATE

Mr. Bondy provided an update on the Agency's activities since the previous Board meeting in October, 2018. He stated that it would likely be another couple of months before the DWR completed its approval process for Basin Boundary Modification. He said the Lower Ventura River will have a very low priority and no GSP will be required. The Mound Basin boundary modification had been approved by DWR staff, but has not finalized, even though for all intent and purposes it had been approved.

The GSA's grant agreement was still going back and forth between local DWR and Sacramento. Local DWR coordinator Eddie Pech is working the Mr. Bondy on coordinating a grant kickoff meeting with Upper Ventura Basin GSA. The meeting will review procedures for filing quarterly reports with the DWR..

Mr. Bondy said that the groundwater multi-level monitoring well had been removed by the Board from the Budget and DWR was agreeable to that, however, DWR is requiring that MBGSA install the well in the future as part of the implementation of the GSP. DWR offers technical support services through the SGMA program which may be used to drill the well, greatly reducing costs for the Mound Basin GSA. The location of the well must be confirmed to begin the application process for technical support services, which was opened in October. As soon as the GSA identifies a specific location for the monitoring well, it can continue the application. The Executive Director is working with the City of Ventura to identify the drilling site on City-owned property. Director Brown mentioned that Ventura's Parks and Recreation had a location on the southwest corner of the Olivas Golf Course property off Harbor, stating that it was a feasible location for construction and the next step would be to have UWCD technical staff take a look at it. If there were no

problems or concerns from the Board, staff should start the access process with the City and DWR. Director Brown said there is also a County well in that same area.

Mr. Bondy said that it could be an ideal monitoring well location for investigating the connection between aquifer and estuary and the river, which is the data gap between surface water and groundwater data that needs to be addressed. Mr. Bondy said that staff will have to do the upfront work as the DWR driller is not a turnkey operation, but rather they just come out and drill the well.

Mr. Bondy said the Board should assume full time security would be required, and that the Agency would probably have to coordinate with the City regarding hydrometer and the City doesn't do the legwork for that. Director Chambers asked if the GSA would have to get an easement of acquisition of the property and how complicated that process would be.

Mr. Bondy said the Board could hire a Right of Way specialist as a consultant, which would probably be \$3,000 to \$5,000 in services and that he could draw up an agreement for a surveyor to provide a legal description of the property and have the attorney review the document. If the City wants to be compensated for the land, it could be between \$5,000 and \$10,000 for the well site.

Director Chambers asked if the well could be drilled elsewhere. Mr. Bondy asked if he was offering a property or a well. Director Chambers described the location of his property, approximately a quarter acre on the other side of Olivas, near the first hole on the Golf Course about a half mile in from Harbor.

Mr. Bondy said that was further from the river and that the monitoring well would be preferred from a purely technical point of view.

Mr. Bondy said that the DWR technical support services are offered on a first come, first served basis, so the MBGSA should plan to move forward as quickly as possible. Chair Mobley said that it all depends on when the City makes its decision.

Director Brown said it would be a Consent item to City Council, and that the GSA should send off the request, Ventura Water can draw up the agreement to go to Council and it should only take three to four months to get approval.

Mr. Bondy said that he would draft a letter of behalf of the GSA. Director Brown said Jennifer Tribo was all over it but the Council has to approve it. Chair Mobley said yes to drafting the agreement and then getting legal counsel to make it official. Director Brown said it's really Park and Recreation officially, but it should be good to go right through. Mr. Bondy said that he and Director Brown met with Park and Recreation, and Chair Mobley said requested that Mr. Bondy review the location with UWCD staff.

8. ACTION ITEMS

8a. Agency Officer Appointments and Required Bond Motion

Chair Mobley stated that only the three member Directors are eligible to serve as officers of the Board and that the officers serve at the pleasure of the Board. Director Shephard added that the City of Ventura's representative will serve in one of the executive positions.

Director Chambers said he would like to keep the status quo as it keeps the balance and continuity of the Board intact. With that, he made a motion to continue with the officers of the Board as is – Director Mobley as Chair; Director from City of Buenaventura/Ventura Water as Secretary; and Director Shephard as Treasurer; Second, Director Everts. Voice vote: five ayes (Brown, Chambers, Everts, Mobley, Shephard); none opposed; none absent. Motion carries unanimously.

On the question of bonding for the Board Treasurer, Mr. Bondy reminded the Board that it has no assets at present, and the Treasurer is not handling money, so a minimum bond amount was recommended. He said initial inquiries showed the lowest bond amount of \$30,000 could be secured for one percent of the bond amount for one year's coverage, but would shop around for a lower bond amount and preferably a lower rate.

Director Brown directed staff to explore the lowest possible bond amount, with a maximum amount of \$15,000 and come back to the Board with suggestions. Chair Mobley then said if a bond could be secured for between \$5,000 and \$10,000, go forward and if not, to get the lowest amount possible.

8b. Groundwater Extraction Fee Payment Update Motion

Mr. Bondy reported that, at the end of the year, 32 wells had been invoiced, of which 26 had paid (all 26 are tenants or well operators, not owners). The outstanding balance is less than 5 percent of the total invoiced amount. Of the six outstanding customers, four are non-reporters and two are owners who have paid their UWCD bill but have not as yet paid their Mound Basin GSA bill.

Mr. Bondy advised the Board that the next round of invoices will be sent out in March.

Director Chambers said that he received only one phone call from a well owner and that the two owners who have not paid, will likely never pay.

Mr. Bondy said that staff will continue to go through the process and remind those who have not paid their bills that they missed the grace period, so the penalty and interest charges will be added to the outstanding balance on their accounts.

The Board agreed to take no action at this time.

8c. GSP Development Options (Grant Category (c): Planning Activities; Task 2: Organizational Activities)

Motion

Mr. Bondy reminded the Board that this was a returning item, to continue the discussion of developing a team to work on Groundwater Sustainability Plan, with Mr. Bondy doing some of the work, United Water doing some of the work; and another consultant to pick up the remaining GSP elements.

Mr. Bondy has been working closely with John Lindquist and Dan Detmer at United Water reviewing the roles and tasks required for GSPs and the cost estimates from UWCD for GSP technical support. UWCD would take the lead, Mr. Bondy would review the work and a third party consultant would fill in the gaps. GSP policy issues, such as sustainability criteria, is not something UWCD is comfortable leading and Mr. Bondy said he could take the lead in managing criteria and program management actions, with UWCD reviewing the work.

Mr. Bondy also suggested that Lorraine Walter, who helped write the GSA's Grant application, could help write non-technical portions of the GSP, but the GSA should secure a backup in case she is committed to another project before the GSA is ready to hire her.

United's technical staff is estimating their scope of work at \$214,000, which is lower than private consultants. As an agreement is forged, or the existing agreement with United is amended, both the Mound Basin and UWCD Board's will have an opportunity to review and approve the final agreement.

Mr. Bondy said the Request for Qualifications for the consultant would ideally be coordinated with the Upper Ventura River to reduce costs. Chair Mobley asked if Upper Ventura River was ready to send out its RFQ. Mr. Bondy reported that its Board approved the RFQ last week. Director Chambers asked if Papadopulos was one of the consultants being considered by Mr. Bondy. Mr. Bondy replied that Papadopulos was hired for their specialized expertise needed for the isotope study, but is not staffed appropriately to support the broader GSP effort.

Mr. Bondy explained that he has experience working with companies on similar projects. He cited Intera, as an example of a company he managed on another project. He said Intera is really strong on tech support and very good writers and he is comfortable working with them.

Director Chambers said he would like to include a not to exceed amount which can be reviewed at certain points throughout this large project. He said that he understands that its better when you have your own crew, but also wanted Mr. Bondy to consider other options.

Mr. Bondy clarified that he was only recommending issuing and request for qualifications and that the contract would require work orders with not to exceed budgets. He said that the Board would have approval on every work order. Director Shephard said the RFQ was a good idea just to see what's out there. He

also stated that Intera worked with Fox Canyon GMA and he wanted to be transparent in identifying who is available and who the GSA selects.

Chair Mobley said to be sure the RFQ describes the full scenario, of working with both basins, on two GSPs, and that the work for Mound Basin involves less consulting due to United's involvement. He said he wanted to make sure the team in place issues work orders as all move forward.

Director Everts said he was confused as the staff report is not listed exactly, each item for motion, it should be further along. When requesting direction, it's useful to have more exact minutes.

Mr. Bondy replied that when the scope and costs are finalized with United, he will either amend the existing contract with United or develop a new agreement and bring it back to the Board for approval. Regarding the Request for Qualifications, he will issue the RFQ, review responses received and provide a recommendation to the Board for its consideration.

Chair Mobley asked for a motion.

Motion to authorize Executive Director to proceed with pursuing an agreement with UWCD including a scope of work and estimated costs which will be brought back to the Board for approval; and working in coordination with the Upper Ventura River GSA, develop a joint Request for Qualifications for a groundwater consultant to assist with GSP development for both the Mound Basin GSP and Upper Ventura River GSP, Director Everts; Second, Director Shephard. Voice vote: five ayes (Brown, Chambers, Everts, Mobley, Shephard); none opposed; none absent. Motion carries 5/0/0.

8d. Isotope Study (Grant Category (b): Models and Studies)

Motion

Mr. Bondy addressed the Board, explaining that an isotope study to investigate sources and mechanisms of groundwater recharge, groundwater age and dynamics, interconnections between aquifers, and interaction between surface water and groundwater. The study is included in the GSP grant agreement. This study requires oversight by a geochemist, which is a highly specialized focus area of hydrogeology. UWCD will provide the labor for the sampling.

Mr. Bondy secured a proposal for professional services from S.S. Papadopoulos and Associates to assist the Agency with completing the isotope study described in the GSP Grant application at a proposed cost of \$17,556 plus a 10 percent contingency to be authorized by Mr. Bondy on an as needed basis, for a total of \$19,331.60.

Director Shephard asked if S.S. Papadopoulos was a registered geologist in the State of California. Mr. Bondy said the firm is located in Annapolis, MD, but does work across the country, so he assumes someone in the firm is licensed in California, but he will verify that information.

Chair Mobley asked if the work should move ahead pending resolution of the licensing issue or should it wait another month for approval.

Motion to approve professional services agreement in the amount of \$19,311.60 (\$17,556 plus 10 percent contingency) pending Executive Director's confirmation of California Geologist license for S.S. Papadopulos, Director Brown; Second, Director Everts. Voice vote: five ayes (Brown, Chambers, Everts, Mobley, Shephard); none opposed; none absent. Motion carries 5/0/0.

9. INFORMATION ITEMS

No informational items were agendized or discussed.

10. FUTURE AGENDA ITEMS

Chair Mobley asked if there were enough items for discussion to merit a February meeting.

ADJOURNMENT -- 2:25 p.m.

The Board was adjourned at 2:25 p.m. to the next Regular Board Meeting on Thursday, February 21, 2019 or call of the Chair.

I certify that the above is a true and correct copy of the minutes of the Mound Basin Groundwater Sustainability Agency's Board of Directors meeting of Thursday, January 17, 2019.

ATTEST: _____
Michael Mobley, Board Chair

ATTEST: _____
Kris Sofley, Clerk of the Board



MOUND BASIN GSA BOARD OF DIRECTORS MEETING
January 17, 2019

Name: BURT HANOW

Name: _____

Organization: _____

Organization: _____

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Phone: _____

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Mound Basin Groundwater Sustainability Agency
Check Detail
February 21, 2019

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
11264	02/13/2019	Bondy Groundwater Consulting, Inc	10000 - Bank of the Sierra	(5,404.32)
11265	02/13/2019	United Water Conservation District	10000 - Bank of the Sierra	(2,573.51)
11266	01/31/2019	A.J. Klein, Inc T. Denatale, B. Goldner	10000 - Bank of the Sierra	(854.00)
			TOTAL CHECKS	(8,831.83)

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 5(c)

DATE: February 14, 2019
TO: Board of Directors and Executive Director
FROM: Erin Gorospe, UWCD
SUBJECT: Monthly Financial Reports

SUMMARY

The Board will receive the monthly financial reports for the Mound Basin GSA.

INFORMATIONAL ITEM

UWCD accounting staff has prepared financial reports based on the Mound Basin GSA revenue and expenses for the month of January 2019.

BACKGROUND

FISCAL SUMMARY

Not applicable.

ATTACHMENTS

- A. January 2019 Profit/Loss Statement
- B. January 2019 Balance Sheet

Mound Basin Groundwater Sustainability Agency Profit and Loss Budget Performance

January 2019

	Jul 18 - Jan 19	Annual Budget	% of Budget
Income			
40001 · Groundwater Extraction Fees	0.00	204,000.00	0.0%
41000 · Grant revenue			
41001 · State Grants	0.00	9,540.00	0.0%
Total 41000 · Grant revenue	0.00	9,540.00	0.0%
Total Income	0.00	213,540.00	0.0%
Gross Profit	0.00	213,540.00	0.0%
Expense			
52200 · Professional Services			
52240 · Prof Svcs - IT Consulting	1,774.68	2,400.00	73.95%
52250 · Prof Svcs - Groundwater/GSP Pre			
52252 · Prof Svcs - GSP Consultant	18,952.50		
52250 · Prof Svcs - Groundwater/GSP Pre - Other	0.00	114,430.00	0.0%
Total 52250 · Prof Svcs - Groundwater/GSP Pre	18,952.50	114,430.00	16.56%
52270 · Prof Svcs - Accounting	1,672.82	17,000.00	9.84%
52275 · Prof Svcs - Admin/Clerk of Bd	3,651.10	20,000.00	18.26%
52280 · Prof Svcs - Executive Director	9,882.22	50,000.00	19.76%
Total 52200 · Professional Services	35,933.32	203,830.00	17.63%
52500 · Legal Fees			
52501 · Legal Counsel	6,986.33	42,400.00	16.48%
Total 52500 · Legal Fees	6,986.33	42,400.00	16.48%
53000 · Office Expenses			
53010 · Public Information	463.84	1,500.00	30.92%
53020 · Office Supplies	2.59	1,000.00	0.26%
53026 · Postage & Mailing	27.26		
53070 · Licenses, Permits & Fees	0.00	500.00	0.0%
53110 · Travel & Training	185.27		
Total 53000 · Office Expenses	678.96	3,000.00	22.63%
53500 · Insurance			
53510 · Liability Insurance	2,064.44	1,955.00	105.6%
Total 53500 · Insurance	2,064.44	1,955.00	105.6%
Total Expense	45,663.05	251,185.00	18.18%
Net Income	-45,663.05	-37,645.00	121.3%

Mound Basin Groundwater Sustainability Agency

Balance Sheet

As of January 31, 2019

Jan 31, 2019

ASSETS

Current Assets

Checking/Savings

10000 · Bank of the Sierra 71,412.44

Total Checking/Savings 71,412.44

Accounts Receivable

11000 · Accounts Receivable 53,753.24

Total Accounts Receivable 53,753.24

Total Current Assets 125,165.68

TOTAL ASSETS 125,165.68

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 7,977.83

Total Accounts Payable 7,977.83

Other Current Liabilities

20001 · Advance from City of Ventura 55,000.00

20002 · Advance from County of Ventura 50,000.00

Total Other Current Liabilities 105,000.00

Total Current Liabilities 112,977.83

Total Liabilities 112,977.83

Equity

32000 · Retained Earnings 57,850.90

Net Income -45,663.05

Total Equity 12,187.85

TOTAL LIABILITIES & EQUITY 125,165.68

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 5(d)

DATE: February 14, 2019
TO: Board of Directors and Executive Director
FROM: Kris Sofley, Clerk of the Board
SUBJECT: Debit card linked to Mound Basin GSA Checking Account

SUMMARY

The Board will consider approving a debit card application linked to its Bank of Sierra checking account for use in lieu of a credit card for travel and other expenses that need to be paid for electronically.

INFORMATIONAL ITEM

While applying for a company credit card would have to be linked to an individual's credit history (the GSA hasn't been operating long enough to have its own credit history), authorizing a debit card eliminates the need for a credit history. The debit card would be used for future online transactions, such as online purchases (air travel, hotel, conference registration, etc.) Authorization and approval for expenses would still be submitted to the Board for approval in advance of incurring the expense.

FISCAL SUMMARY

Not applicable.

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

Item No. 8(a)

DATE: February 21, 2019
TO: Board of Directors
FROM: Executive Director
SUBJECT: Agreement with United Water Conservation District for GSP Technical Services (Grant Category (c): Planning Activities; Task 2: Organizational Activities)

SUMMARY

Pursuant to Board direction, the Executive Director has worked with UWCD to develop an agreement for groundwater modeling and other technical services for GSP development. UWCD staff provided a proposed agreement on February 8, 2019. The agreement was promptly reviewed by MBGSA counsel and the Executive Director. Several modifications were requested that are now under review by UWCD counsel. The requested modifications are indicated in track changes mode in the draft agreement attached to this staff report. It is also noted that the fee estimate and billing rates are subject to minor changes due to discrepancies identified by the Executive Director during his review.

UWCD staff has requested that MBGSA approve the agreement before presenting to their board. In order to avoid delaying UWCD approval until April, the Executive Director is recommending that the Board authorize the Chair to execute the agreement, subject negotiation of final terms to the satisfaction of the Chair, Agency Counsel, and Executive Director. The UWCD Board would then consider approving the agreement during its March meeting.

RECOMMENDED ACTION

It is recommended that the Board authorize the Chair to execute the agreement with United Water Conservation District for groundwater modeling and other technical services related to GSP development, subject negotiation of final agreement terms to the satisfaction of the Chair, Agency Counsel, and Executive Director.

BACKGROUND

In July 2018, UWCD staff confirmed that the District will contribute \$50,000 of in-kind labor to MBGSA in the form of technical services. Approximately \$5,000 of the in-kind labor was allocated to the basin boundary modification and the remaining \$45,000 was allocated to the plan area and basin setting chapter of the GSP.

During subsequent discussions with the Executive Director, UWCD staff expressed a willingness to explore a larger role in the GSP development that would extend beyond the \$45,000 of in-kind technical services. Services provided beyond the in-kind limit would be provided for a fee to MBGSA.

On October 18, 2018, the Executive Director briefed the Board on discussions with UWCD concerning technical staff support for the GSP and presented a three-pronged approach to completing the GSP consisting of services by UWCD and the Executive Director, with support from a to-be-determined consultant(s). The Board directed staff to continue the discussions with UWCD and return with a matrix of tasks and assignments with an eye toward maximizing the most cost effective and efficient means of completing the GSP.

On January 17, 2019, the Executive Director presented a summary of proposed roles for GSP preparation and a draft scope of work and fee estimate for UWCD to perform its identified role. The Board directed staff to develop an agreement with UWCD and to issue a Request for Qualifications (RFQ) for a consultant to provide support to the Executive Director and UWCD during GSP development.

FISCAL SUMMARY

The draft UWCD fee estimate is \$214,302. Minor changes are expected to the fee estimate to remedy billing rate discrepancies identified by the Executive Director during his review of the draft agreement. The Agency's adopted 5-year budget includes \$503,000 for GSP development.

ATTACHMENTS

- Draft UWCD Agreement

Action: _____

Motion: _____ 2nd: _____

S. Rungren ___ M. Mobley ___ G. Shephard ___ J. Chambers ___ C. Everts _____



CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into as of _____, 20__ (“Effective Date”), by and between UNITED WATER CONSERVATION DISTRICT (“Consultant”) and Mound Basin Groundwater Sustainability Agency (“Client”). Consultant and Client may individually be referred to as a “Party” and collectively as “Parties.”

WHEREAS, the Consultant has developed a Ventura Regional Groundwater Flow Model (“System”), which may be used to simulate groundwater levels and flows, and is willing to provide additional related services;

WHEREAS, the Client has requested that Consultant use its System to provide certain services as described below for Client’s development and implementation of a Groundwater Sustainability Plan for the Mound Basin (“Project”);

WHEREAS, Consultant has agreed to provide such services, subject to the terms and conditions set forth below.

1. SCOPE OF WORK: Consultant shall perform the following services: described in Exhibit A – Scope of Work (“Services”). In order for Consultant to provide the Services, Client shall provide the following data: See Exhibit A.

2. TERM: The term of this Agreement shall be from the Effective Date through December 31, 2022 (“Term”), unless mutually extended in writing by both Parties, or terminated earlier as set forth herein.

3. FEES: Payment can be set up either of these ways:

The not-to-exceed amount for this Agreement is **Two Hundred Fourteen Thousand Three Hundred and Two Dollars (\$214,302)**. Services will be billed at the hourly rates set forth below: See Exhibit B – UWCD Staff Hourly Rates.

4. INVOICES: Invoices will be submitted to Client once a month with payment due within ~~thirty~~ **sixty (3060)** days of the date of the invoice. A late charge at the rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said ~~sixty~~ **sixtythirty (3060)** days. Client shall continue to be responsible for payment of Consultant’s charges, along with Client’s other obligations hereunder, even if Client requests the invoices to be sent to a third party. Client agrees to pay any and all attorney’s fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts arising out of this Agreement.

5. PERFORMANCE. Consultant will exercise reasonable skill and judgment in providing the Services. No other warranties (express or implied) or representations of performance are given. Consultant does not warrant any specific results of any kind. Consultant does not warrant that the Services (or any reports or data based thereon, hereinafter referred to as “Work Product”) will be sufficient in form or substance to satisfy any required or desired regulatory agency approval. The Parties further agree that Consultant’s performance of the Services described in this Agreement does not in any way constitute Consultant’s agreement with or endorsement of any simulation outputs or results, conclusions drawn from such outputs or results, or anything developed therefrom. All Services and resulting Work Product are

provided AS-IS.

6. COURT PROCEEDINGS. Client is responsible for payment of all costs and expenses resulting from Consultant's attendance at any depositions, judicial or administrative proceedings, ~~meetings,~~ and/or response to subpoenas issued by any Party, third party or court orders in connection with Consultant's provision of the Services hereunder. Consultant's hourly rate for travel, preparation and attendance at any depositions, judicial or administrative proceedings, meetings, and/or response to subpoenas issued by any Party, third party or court orders in connection with Consultant's provision of the Services hereunder shall be three times (3x) the then-scheduled hourly rate. In addition, Client shall reimburse Consultant for all the reasonable and actual out-of-pocket travel expenses (food, lodging, mileage) incurred by Consultant for attendance at any depositions, judicial or administrative proceedings, meetings, and/or response to subpoenas issued by any Party, third party or court orders in connection with Consultant's provision of the Services hereunder, provided that Consultant shall first furnish supporting documentation detailing such costs and expenses. This Section shall survive the expiration or termination of this Agreement.

7. CLIENT OBLIGATIONS; DISCLAIMER. It is recognized that Client has superior knowledge of the Project and Client is obligated to advise Consultant of all or any of the conditions that may affect Consultant's performance hereunder. Client agrees to provide Consultant with such specifications, plans, studies, documents or other information as will be reasonably required by Consultant for proper and timely performance of the Services. Consultant may rely upon information supplied by Client or its contractors or consultants, or information available from generally accepted reputable sources, without independent verification, and assumes no responsibility for the accuracy thereof.

8. CONFIDENTIALITY. Client shall not provide Consultant with any confidential information, unless such information is clearly marked. Consultant may disclose confidential information when required by law after giving reasonable notice to the Client, with such notice to be reasonably sufficient under the circumstances to give the Client the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. It is understood that Consultant is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). If Client fails to obtain a court order enjoining disclosure, Consultant will release the requested information on the date required under the California Public Records Act.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY. Client shall indemnify, defend and hold Consultant harmless from all damage, liability, cost, expense, liens, personal injury, property damage, loss or other claim ("collectively "Claims") that may arise from or in connection with the Services and/or the Work Product, except to the extent such Claims arise out of the sole negligence or willful misconduct of Consultant. Consultant shall not be liable for any special, incidental or consequential damages, such as loss of use, loss of profits or revenue, claims of customers of Client, etc., whether based on contract or tort, including negligence or strict liability. This Section shall survive the expiration or termination of this Agreement.

10. DELAYS. Consultant shall have no liability towards Client, or its contractors or consultants, for delays in the performance of the Services, or any part of the Services, caused by actions or occurrences beyond Consultant's reasonable control. The time of Consultant's performance under this Agreement shall be extended to reflect such delays.

11. USE OF WORK PRODUCT. Client may use any final reports, or other work performed or prepared by Consultant under this Agreement only in connection with the Project. Client shall ~~obtain~~

~~prior provide reasonable advance~~ -written ~~consent notice from to~~ Consultant ~~in the event of for any other use of such Work Product, including Work Product~~ use in any litigation or other regulatory proceeding, except where mandated under court order. Client shall obtain prior written consent from Consultant for any other use Work Product, except where mandated under court order.

12. TERMINATION. Either Party may terminate this Agreement upon thirty (30) days advance written notice. All outstanding fees shall be due within thirty (30) days of termination. After thirty (30) days from the date of termination or expiration of this Agreement, Consultant will dispose of any Client data unless prior to that date the Client requests in writing that the data be returned.

13. NOTICES. All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee. All notices and demands shall be given as follows:

To Consultant: United Water Conservation District
 Attn: Maryam Bral
 106 N. 8th Street
 Santa Paula, CA 93060

To Client: Mound Basin Groundwater Sustainability Agency
 Attn: Bryan Bondy
 P.O. Box 3544
 Ventura, CA 93006-3544

14. MISCELLANEOUS. The Agreement constitutes the entire understanding of the Parties relating to the Services. Previous proposals, offers, and other communications relative to the Services, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement, or other form of the Client is hereby expressly objected to by Consultant and shall not operate to modify this Agreement. This Agreement may not be changed except in writing executed by both Parties. ~~Client may not~~Neither Party may assign this Agreement without the written consent of the Consultant. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California, with venue in Ventura County, California. If any legal action is necessary to enforce any of the terms or conditions of this Agreement (except as set forth in Section 4, above), each Party shall bear their own attorneys' fees. This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. This Agreement may be executed and transmitted to any other

Party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document. The Recitals herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Client or Consultant. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. This Agreement is not valid or an enforceable obligation against the Consultant until approved or ratified by motion of the Consultant’s Board of Directors duly passed and adopted.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

CLIENT: *Mound Basin Groundwater Sustainability Agency*

By: _____
Name and Title: Mike Mobley, Chair, Board of Directors

CONSULTANT: UNITED WATER CONSERVATION DISTRICT

By: _____
Name and Title: Mauricio E. Guardado Jr., General Manager

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – UWCD Staff Hourly Rates
- Exhibit C – UWCD Staff Hours and Fees

Exhibit A – Scope of Work

Exhibit A – Scope of Work

**Table 1. Summary of Planned Scope of Work for Preparation of Mound Basin GSP
to be Performed by United Water Conservation District (UWCD), including UWCD Deliverables and Estimated Delivery Dates**

Task	Description of Work to be Performed by UWCD Staff	UWCD Deliverable(s)	Estimated Delivery Date(s)
Task 1 – Project Coordination	<ul style="list-style-type: none"> Staff workshops—UWCD staff will aid MBGSA and any consultants in developing and presenting supporting data and other materials as needed at staff workshops. Agency coordination—UWCD staff will aid MBGSA and any consultants in coordinating and providing required information as needed to support project management requirements of the MBGSA and the California Department of Water Resources (DWR). 	<ul style="list-style-type: none"> Attendance at up to four staff workshops, preparation of up to 15 PowerPoint slides for each workshop, participation in up to two 1-hour conference calls with the MBGSA's consultant prior to each workshop. Attendance at up to twelve 1-hour teleconferences with the MBGSA, its consultant, and DWR, as needed. 	<ul style="list-style-type: none"> Workshops will be attended as needed; assumed to occur once each in calendar years (CYs) 2019 and 2020, twice in 2021. Teleconferences will be attended as requested, assumed to occur quarterly throughout CY 2019, 2020, and 2021.
Task 2 – Compilation of Existing Data	<ul style="list-style-type: none"> UWCD staff to compile existing data for the Fillmore and Piru basins that are available in UWCD's electronic databases and deliver to MBGSA and any consultants the following: well inventory (including location and construction information), well production records, groundwater elevation data, groundwater and surface water quality data, precipitation data, stream gaging data. Note—construction, location, pumping, and water quality data for private wells will be provided to the MBGSA for the sole purpose of analysis and reporting required under SGMA for development of GSPs for the Mound Basin. UWCD will release the data only after receiving written agreement from MBGSA that the data will not be used for other purposes or projects. 	<ul style="list-style-type: none"> Compile and provide the listed data to MBGSA and any consultants in Excel, Access, or ESRI shapefile format. 	<ul style="list-style-type: none"> Data—within one month after the MBGSA's MBGSA signs an agreement with UWCD regarding use of data from private wells. Assume February 28, 2019.
Task 3 – Assessment of Existing Data and Data Gap Analysis	<ul style="list-style-type: none"> UWCD to provide assistance to MBGSA in determining whether and where any notable data gaps (for the purpose of monitoring groundwater sustainability) exist in the groundwater monitoring network present in the Mound Basin. UWCD to prepare a brief technical memorandum summarizing those data gaps, to be reviewed by MBGSA Executive Director. 	<ul style="list-style-type: none"> Data gap memo – one draft and one final, with comments addressed. Attend two 2-hr in-person meetings with MBGSA to discuss data gaps and memo. 	<ul style="list-style-type: none"> May 31, 2019.
Task 4 – Monitoring Program and Data Management System	<ul style="list-style-type: none"> UWCD to provide assistance to MBGSA in evaluating the existing monitoring program in the Mound Basin, and in developing recommendations for expansion or changes to the monitoring program, if necessary. UWCD to prepare a technical memorandum summarizing those recommendations, to be MBGSA reviewed by MBGSA Executive Director. UWCD to provide input and assistance to GSA concerning design and development of a Data Management System (DMS). DMS will be constructed and populated by others. 	<ul style="list-style-type: none"> Monitoring plan memo – one draft and one final, with comments addressed. . Attend two 2-hr in-person meetings with MBGSA to discuss monitoring plan and memo. Attend two 2-hr in-person meetings with MBGSA to discuss DMS. 	<ul style="list-style-type: none"> July 31, 2019.
Task 5 – Water Level and Water Quality Data Collection and Analysis	<ul style="list-style-type: none"> UWCD to provide assistance to MBGSA in developing a proposed sampling and analysis program for future SGMA-related water-quality monitoring in the Mound Basin. UWCD to prepare a Sampling and Analysis Plan (SAP), to be reviewed by MBGSA Executive Director. 	<ul style="list-style-type: none"> SAP Attend two 2-hr in-person meetings with MBGSA to discuss SAP. 	<ul style="list-style-type: none"> September 30, 2019.
Task 6 – Develop GSP Section 2.2	<ul style="list-style-type: none"> UWCD to develop water budgets for the Mound Basin using the Ventura Regional Groundwater Flow Model (VRGWFModel) and GSP Section 2.2.3. Groundwater modeling work completed already will be used to develop the historical water budget and modeling of future conditions (projected water budgets) will require additional simulations, and provide them to the MBGSA Executive Director for review and subsequent inclusion in the GSP. UWCD to adapt/re-package the hydrogeologic conceptual model (HCM) 	<ul style="list-style-type: none"> GSP Sections 2.2.1 through 2.2.3 – one draft and one final, with comments addressed. Attend six 2-hr in-person meetings with MBGSA to discuss GSP Section 2.2. 	<ul style="list-style-type: none"> GSP Section 2.2.1 and 2.2.2: September 30, 2019. GSP Section 2.2.3: December 31, 2019. GSP Section 2.1.1 and 2.1.2 listed items: December 31, 2019. .

**Table 1. Summary of Planned Scope of Work for Preparation of Mound Basin GSP
to be Performed by United Water Conservation District (UWCD), including UWCD Deliverables and Estimated Delivery Dates**

Task	Description of Work to be Performed by UWCD Staff	UWCD Deliverable(s)	Estimated Delivery Date(s)
	<p>developed for the VRGWFM to address the requirements of the GSP Emergency Regulations for GSP Section 2.2.1. MBGSA Executive Director will review the HCM. .</p> <ul style="list-style-type: none"> • UWCD to develop current and historical groundwater conditions section (2.2.2). MBGSA Executive Director will review the HCM. • Section 2.2.4 will be prepared by MBGSA or a consultant, with technical support from UWCD. • UWCD to provide draft text, tables, and figures for portions of Section 2 of the GSPs, as follows: <ul style="list-style-type: none"> • Section 2.1.1 maps of: <ul style="list-style-type: none"> • area covered by GSP • adjudicated areas, other agencies within each basin, and areas covered by an alternative plan • jurisdictional boundaries of federal or state land • existing land-use designations • density of wells per square mile • Section 2.1.2 descriptions of: <ul style="list-style-type: none"> • how existing monitoring networks will be incorporated into the GSP • how existing monitoring networks and programs may limit operational flexibility of the basins • any existing conjunctive use programs 		
<p>Task 7 – Development of Sustainable Management Criteria</p>	<ul style="list-style-type: none"> • UWCD to be lead author of GSP Section 3.5 that describes the existing monitoring network and its ability to provide useful data for monitoring groundwater conditions relevant to sustainable management criteria. Section 3.5.3 will be prepared by MBGSA or a consultant, with technical support from UWCD. • UWCD to provide technical support to MBGSA and any consultants in developing GSP Sections 3.1 – 3.4, • UWCD to provide text for the following: <ul style="list-style-type: none"> • Describes how each minimum threshold will be quantitatively measured for each relevant sustainability indicator; • Evaluates causes of groundwater conditions that would lead to undesirable results; • Describes proposed monitoring protocols; • Selects and describes representative monitoring sites; • Assesses and describes improvements to the existing monitoring network (see 	<ul style="list-style-type: none"> • Draft text (no more than 20 pages) for a portion of Section 3 of each GSP. • Staff attendance at up to two 2-hour in-person meetings and two 1-hour conference calls led by MBGSA and any consultant to assist with developing draft text regarding monitoring the sustainable management criteria. 	<ul style="list-style-type: none"> • June 2020.

**Table 1. Summary of Planned Scope of Work for Preparation of Mound Basin GSP
to be Performed by United Water Conservation District (UWCD), including UWCD Deliverables and Estimated Delivery Dates**

Task	Description of Work to be Performed by UWCD Staff	UWCD Deliverable(s)	Estimated Delivery Date(s)
	Tasks 3 and 4). <ul style="list-style-type: none"> • 		
Task 8 – Projects and Management Actions	<ul style="list-style-type: none"> • UWCD to participate in meetings with the MBGSA and any consultants to select potential projects and management actions as required to achieve or maintain sustainable groundwater management. • UWCD to perform flow and particle trace modeling of projects and management actions considered for inclusion in the GSP. Assume 8 model scenarios will be required, as well as processing of output and preparation of text for the GSP that describes model input and output. 	<ul style="list-style-type: none"> • Staff attendance at up to three 2-hour in-person meetings and three 1-hour conference calls led by MBGSA. • Model output for 8 model runs (selected hydrographs, heads at selected times, particle traces at selected times, and water budget outputs). • Provide GSP text, tables, and figures describing the model input and output (assume up to 16 pages, 16 maps, 4 graphs, and 4 tables). • Attend four meetings: three 2-hour in-person meetings with MBGSA and one 3-hour public workshop to discuss and present modeling results . 	<ul style="list-style-type: none"> • As requested; one call and one meeting assumed to occur each month from July through September 2020.
Task 9 – Stakeholder Engagement	<ul style="list-style-type: none"> • UWCD to assist MBGSA and its consultant at seven stakeholder meetings with: <ul style="list-style-type: none"> • Development of presentation materials; • Presentation of technical information; • Receiving public feedback/comments; • Developing responses to comments following each meeting. 	<ul style="list-style-type: none"> • Staff attendance at up to seven 3-hour stakeholder meetings, including interaction with the public (receiving feedback or comments). • Preparation of up to 15 PowerPoint slides for each meeting, including 12 hours staff time each for preparation of slides and other materials; • Participation in up to two 1-hour conference calls with the MBGSA and any consultants prior to each meeting. • Preparation of written responses to technical feedback/ comments provided by stakeholders (assumed to require 4 hours staff time following each meeting). 	<ul style="list-style-type: none"> • Assume two meetings in 2019, three in 2020, and two in 2021, with planning conference calls held 1 month and 1 week before each meeting. • Assume draft presentation materials will be submitted to MBGSA and any consultants no less than 1 week before scheduled meetings for review. • Assume that the MBGSA will assign specific comments to UWCD 1 week after each meeting; UWCD will prepare draft responses within 14 days after receiving assignments, and will make revisions (if requested) within 7 days of receiving comments on draft responses.
Task 10 – Prepare Groundwater Sustainability Plan	<ul style="list-style-type: none"> • UWCD to provide technical review of all other sections of the GSPs prepared by MBGSA's consultant. 	<ul style="list-style-type: none"> • Staff attendance at up to four 2-hour in-person meetings and four 1-hour conference calls led by MBGSA and any consultants to coordinate and work through revisions of portions of the GSPs prepared by UWCD, MBGSA, and any consultants. • Staff review of complete drafts of the GSPs (40 hours review time assumed for each) and revised-draft GSPS (24 hours review time assumed for each), including preparation of comments and questions. 	<ul style="list-style-type: none"> • Participate in meetings and conference calls as needed to coordinate work; assume one call or meeting per month in the 8 months preceding July 2021. • Review of draft text by MBGSA's consultant—UWCD to complete each review within 21 calendar days of receiving complete versions of the draft text.

Exhibit B – United Staff Hourly Rates

EXHIBIT B UWCD Staff Hourly Rates

BILLING RATES SCHEDULE

2018-2019

Staff Classification	Hourly Rate*	
Assistant General Management	\$172	
Chief Engineer/ Groundwater Group Leader	\$151	
Supervising Hydrogeologist	\$116	
Sr. Hydrogeologist/ Modeler	\$109	
Sr. Hydrogeologist	\$89	
Hydrologist	\$77	
Staff Hydrogeologist	\$70	
Administration Assistance	\$59	

Direct Expenses	2018	
Mileage Reimbursement Rate (District/personal vehicles)	\$0.545	Standard IRS mileage rate
Transportation (rental car, local transportation)	Refer to United's Expenses and Board Member Compensable Activity Policy.	
Meals (a full travel day)		
Lodging (daily rate)		
Other Expenses (print/postage)	at Cost	

Notes:

* Hourly rates include raw labor rates and benefits (including vacation and holidays) and no overhead charges.

Maryam and John,

The following are discrepancies I noticed between the classifications and rates used in the estimate versus what appears in this billing rate schedule. Just would like to make the estimate and billing rates schedule consistent (please). Thank you.

(1) There are two senior hydrogeologist classifications here on this billing rate schedule. Cost estimate uses \$109/hr (I have the spreadsheet so I can see the rates in the formulas). Is the \$89/hr supposed to be a different classification? I do not see that \$89/hr is used anywhere in the cost estimate.

(2) Cost estimate shows Assoc. Eng. (to be Assoc. Hydro upon new hire) at \$97/hr, but neither the classification nor the rate appears on this billing rate schedule.

(3) Assistant Hydro appears on cost estimate at \$83/hr, but does not appear on this billing rate schedule.

(4) Staff hydro is \$73/hr on the cost estimate, but \$70 on this billing rate schedule.

Exhibit C – United Staff Hours and Fees

Exhibit C – United Staff Hours and Fees

Estimated Level of Effort and Costs for United WCD to Provide GSP Support to Mound Basin GSA

Task	Description (see Table 2 for more detail regarding scope of work and assumptions)	Estimated Level of Effort (hours)								Est. Labor Cost (\$) ²	Fiscal Year Task to be Completed	Labor Rate Escalation (%)
		Deputy GM	Chief Eng.	Sup. Hydro.	Senior Modeler	Senior Hydro.	Assoc. Eng. ¹	Asst. Hydro.	Staff Hydro.			
1 - Project Coordination	-Prepare for and participate in 4 workshops -Attend 20 x 1-hr teleconferences	4	4	8		48	36			11,355.63	FY 2018-19 & 2019-20	3%
2 - Compilation of Existing Data	-Compile existing data, provide to MBGSA and consultants, if any			8		24		16		4,908.32	FY 2018-19	0%
3 - Assmt. Of Existing Data and Data Gaps Analysis	-Prepare one draft and one final data-gaps memo, address comments -Attend two meetings with MBGSA to evaluate data gaps and plan memo			12		60		16		9,350.64	FY 2018-19	0%
4 - Mon. Prog. and Data Mgmt. System	-Prepare one draft and one final mon-plan memo, address comments -Attend two meetings with MBGSA to develop monitoring plan and memo -Attend two meetings with MBGSA to plan Data Mgmt. System			12		72		24		11,683.29	FY 2019-20 <i>(some portions of this work may not be needed)</i>	3%
5 - Water Level and WQ Data Collection and Analysis	-Prepare one draft and one final sampling/analysis plan (SAP), address comments -Attend two meetings with MBGSA to develop monitoring plan and memo			12		72		24		11,683.29	FY 2019-20	3%
6 - Develop GSP Section 2.2	-Prepare one draft and one final version of GSP sections 2.2.1 through 2.2.3, address comments -Attend six meetings with MBGSA to develop Section 2.2 of the GSP			40	40	120	120	40	40	41,432.78	FY 2019-20	3%
7 - Develop Sust. Mgmt. Criteria	-Prepare or support preparation of one draft and one final version of portions of GSP sections 3.1 through 3.5, address comments -Attend two meetings and attend two conf. calls with MBGSA in support of this task			24		80	80	20	20	23,191.89	FY 2019-20	3%
8 - Projects and Mgmt. Actions	<i>If needed:</i> -Attend three meetings and attend three conf. calls with MBGSA to help develop projects and management actions -UWCD to perform flow and particle trace modeling of up to eight scenarios (each considered under four future climate conditions) for projects and magagement actions that may be considered in the GSP. Also to include GSP text describing input and output.	6	6	9	296	60	60			51,097.86	FY 2020-21 <i>(may not be needed)</i>	6%
9 - Stakeholder Engagement	-Prepare for and participate in 7 public meetings -Attend two 1-hr teleconferences prior to each meeting -Prepare written responses to technical feedback/comments after each public meeting			21	6	100	100	21	21	27,959.71	FY 2018-19, 2019-20, 2020-21	3%
10 - Review GSP	-Attend four 2-hour meetings and four 1-hr teleconferences -Review complete draft and revised draft of each GSP, provide comments and questions			80		80	24			21,638.76	FY 2020-21 & 2021-22	6%
Total:		10	10	226	342	716	420	161	81	214,302.17		

Notes:

¹ At this time, United's Associate Hydrogeologist position is vacant; therefore, an Associate Engineer is assumed to provide the level of effort estimated in this column. However, United is planning to fill the vacant Associate Hydrogeologist position, and the staff member that fills the position would likely provide support for the GSP effort. The billing rate for an Associate Hydrogeologist is anticipated to be similar to that for an Associate Engineer.

² Estimated labor costs are calculated based on estimated level of effort multiplied by United WCD staff labor rates for FY 2018-19 (as listed in executed consulting agreement with MBGSA, dated July 10, 2018) and assumes an annual escalation of those labor rates by 3% per year for work expected to be completed in fiscal years subsequent to FY 2018-19.