



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

**NOTICE IS HEREBY GIVEN that the
Mound Basin Groundwater Sustainability Agency ("Agency")
Board of Directors ("Directors") will hold a
REGULAR BOARD OF DIRECTORS MEETING
at 1:00 P.M. on Thursday, January 20, 2022**

In accordance with the **California Governor's Executive Stay at Home Order** and the **County of Ventura Health Officer Declared Local Health Emergency** and **Be Well at Home Order** resulting from the novel coronavirus (COVID-19), the Ventura City Hall is closed to the public. Therefore, the Mound Basin GSA will hold its Regular Board of Directors meeting virtually using the Zoom video conferencing application.

To participate in the Board of Directors meeting via Zoom, please access:
<https://us02web.zoom.us/j/86151283013?pwd=MWZYYTE3L1Y5U2d5YlhHZGV5SCTPQT09>

Meeting ID: 861 5128 3013 | Passcode: MBGSA

To call into the meeting (audio only), call: (877) 853-5247 (US Toll-free)

Meeting ID: 861 5128 3013

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

CALL TO ORDER 1:00 P.M.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. 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.

**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 December 16, 2021, Regular Mound Basin GSA Board of Directors meeting and the January 6, 2022, Special 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 monthly profit and loss statements and balance sheets for the month of December 2021.

5d Citing Mound Basin Groundwater Sustainability Agency's Resolution 2021-02 (adopted October 21, 2021), Subsequent Findings that the Governor's Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus remains in effect and the State of Emergency continues to directly impact the ability of the members to meet safely in person, and Authorizing remote teleconference meetings of the legislative bodies of Mound Basin Groundwater Sustainability Agency for the period of January 21 through February 19, 2022, pursuant to Brown Act provisions

Motion

The Board will, as provided in Resolution 2021-02, make the findings that the requisite conditions continue to exist for remote teleconference meetings of the Board of Directors without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), specifically (1) that the Governor's proclaimed State of Emergency as a result of the threat of COVID-19 remains in effect and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

6. BOARD MEMBER ANNOUNCEMENTS

6a Directors will provide updates on matters not on the agenda.

7. EXECUTIVE DIRECTOR UPDATE

Information Item

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

8. MOTION ITEMS

8a Agency Officer Appointments and Required Bond

Motion

The Board will consider appointing a chair, vice chair/secretary, and a treasurer to serve during calendar year 2022. The Board will also provide direction concerning obtaining a bond for the Treasurer.

8b Resolution 2022-01 A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Revising Procedures for Disbursement of Funds

Motion

The Board will consider adopting Resolution 2022-01, A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Revising Procedures for Disbursement of Funds.

8c United Water Conservation District Technical Support Contract Amendment
Motion

The Board will consider authorizing the Chair to execute an amendment to the United Water Conservation District technical support services contract to facilitate continued support during GSP implementation.

9. FUTURE AGENDA ITEMS

The Board will suggest issues and/or topics they would like to address at future meetings.

ADJOURNMENT

The Board will adjourn to the next **Regular Board of Directors Meeting** scheduled for **February 17, 2022** 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 1701 North Lombard Street in Oxnard 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.

Posted: (Date) January 14, 2022
At: <https://moundbasingsa.org>

(time) 3:15 P.M.

(attest) Jackie Lozano

Posted: (Date) January 14, 2022
At: <https://www.facebook.com/moundbasingsa/>

(time) 3:30 P.M.

(attest) Jackie Lozano

Posted: (Date) January 14, 2022

(time) 4:00 P.M.

(attest) Jackie Lozano

At: United Water Conservation District, 1701 North Lombard Street, Oxnard CA 93030

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
REGULAR BOARD OF DIRECTORS MEETING

Thursday, December 16, 2021, at 1:00 P.M.
via Zoom, due to COVID-19 Meeting Protocol

MINUTES

DIRECTORS IN ATTENDANCE

Mike Mobley, Chair
Susan Rungren, Vice-Chair/Secretary
Jim Chambers
Conner Everts

DIRECTOR ABSENT

Glenn Shephard, Treasurer

STAFF IN ATTENDANCE

Bryan Bondy, Executive Director
Jackie Lozano, Clerk of the Board

PUBLIC IN ATTENDANCE

Burt Handy
Mohammed Hasan, UWCD
John Lindquist, UWCD
Kathleen Kuepper, UWCD
Daryl Smith, UWCD

CALL TO ORDER 1:01 P.M.

Chair Mobley called the meeting to order at 1:01 P.M.

1. PLEDGE OF ALLEGIANCE

Chair Mobley led the participants in reciting the Pledge of Allegiance.

2. ROLL CALL

The Clerk of the Board called roll. Four Directors were present (Chambers, Everts, Mobley, Rungren) and one was absent (Shephard).

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chair Mobley asked if there were any public comments. None were offered.

4. APPROVAL OF AGENDA

Motion

Director Everts moved Agenda approval. Seconded by Director Rungren. Roll call vote: four ayes (Chambers, Everts, Mobley, Rungren), none opposed, one absent (Shephard). Motion carried 4/0/1.

5. CONSENT CALENDAR

5a Approval of Minutes

Motion

The Board will consider approving the Minutes from the November 18, 2021, Regular 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 monthly profit and loss statements and balance sheets for the month of October 2021.

5d Citing Mound Basin Groundwater Sustainability Agency's Resolution 2021-02 (adopted October 21, 2021), Subsequent Findings that the Governor's Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus remains in effect and the State of Emergency continues to directly impact the ability of the members to meet safely in person, and Authorizing remote teleconference meetings of the legislative bodies of Mound Basin Groundwater Sustainability Agency for the period of December 17, 2021, through January 15, 2022, pursuant to Brown Act provisions

Motion

The Board will, as provided in Resolution 2021-02, make the findings that the requisite conditions continue to exist for remote teleconference meetings of the Board of Directors without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), specifically (1) that the Governor's proclaimed State of Emergency as a result of the threat of COVID-19 remains in effect and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to approve the Consent Calendar, Director Everts; Second, Director Rungren. Roll call vote: four ayes (Chambers, Everts, Mobley, Rungren), none opposed, one absent (Shephard). Motion carried 4/0/1.

6. BOARD MEMBER ANNOUNCEMENTS

6a No announcements were made.

6b No directors reported any time.

7. EXECUTIVE DIRECTOR UPDATE

Executive Director Bondy briefly reviewed the staff report regarding updates on non-Groundwater Sustainability Plan (GSP) matters. There was discussion among a couple of the Directors and Mr. Bondy regarding construction of the groundwater monitoring well. Mr. Bondy would continue working with DWR on a modified wellhead and vault design to reach an agreement.

Informational item. No further comments or questions were offered by the Directors. No public comments were offered.

8. MOTION ITEMS

8a **GSP Monthly Update (Grant Category (c), Task 3 and (d), Task 4)**

Motion

Executive Director Bondy reviewed the written staff report for the Board regarding GSP development and grant status, as provided in the agenda packet. He mentioned that after this GSP Update, his focus would shift to reporting on GSP implementation. Concerning grants, Mr. Bondy had been in communication with the DRW grant manager and will be inquiring if some unused grant funds can be used for GSP implementation activities.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to receive and file the GSP monthly update, Director Everts; Second, Director Rungren. Roll call vote: four ayes (Chambers, Everts, Mobley, Rungren), none opposed, one absent (Shephard). Motion carried 4/0/1.

8b **Resolution 2021-04 A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Revising Procedures for Disbursements of Funds**

Motion

Executive Director Bondy provided a summary of Resolution 2021-04 to the Board of Directors which would modify warrant approval procedures to allow the Board to meet less frequently than monthly. He explained that all Board members would need to agree to waive the 30-day notice requirement. Because not all Board members were not present, this item was deferred to the next Regular Board of Directors meeting on January 20, 2022, for consideration.

No comments or questions were offered by the Directors. No public comments were offered.

9. FUTURE AGENDA ITEMS

Chair Mobley polled the Directors for any future agenda items.

- Reintroduce **Resolution 2021-04** A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Revising Procedures for Disbursements of Funds.

ADJOURNMENT 1:19 P.M.

Chair Mobley adjourned the meeting at 1:19 P.M. to the next Regular Board of Directors meeting on January 20, 2022, at 1:00 P.M. or call of the Chair.

I certify that above is a true and correct copy of the minutes of the Mound Basin Groundwater Sustainability Agency's Board of Directors meeting of December 16, 2021.

ATTEST: _____
Susan Rungren, Board Secretary

ATTEST: _____
Jackie Lozano, Clerk of the Board

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
SPECIAL BOARD OF DIRECTORS MEETING

Thursday, January 6, 2022, at 11:30 A.M.
via Zoom, due to COVID-19 Meeting Protocol

MINUTES

DIRECTORS IN ATTENDANCE

Mike Mobley, Chair
Susan Rungren, Vice-Chair/Secretary
Glenn Shephard, Treasurer
Jim Chambers
Conner Everts

STAFF IN ATTENDANCE

Bryan Bondy, Executive Director
Jackie Lozano, Clerk of the Board
Joseph Hughes, Legal Counsel

PUBLIC IN ATTENDANCE

None

CALL TO ORDER 11:31 A.M.

Chair Mobley called the meeting to order at 11:31 A.M.

1. PLEDGE OF ALLEGIANCE

Chair Mobley led the participants in reciting the Pledge of Allegiance.

2. ROLL CALL

The Clerk of the Board called roll. All Directors were present (Chambers, Everts, Mobley, Rungren, Shephard).

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chair Mobley asked if there were any public comments. None were offered.

4. MOTION ITEM

- 4a. Citing Mound Basin Groundwater Sustainability Agency's Resolution 2021-02 (adopted October 21, 2021), Subsequent Findings that the Governor's Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus remains in effect and the State of Emergency continues to directly impact the ability of the members to meet safely in person, and Authorizing remote teleconference meetings of the legislative bodies of Mound Basin Groundwater Sustainability Agency for the period of January 6, 2022, through February 5, 2022, pursuant to Brown Act provisions

Motion

The purpose of the meeting was to determine if the requisite conditions to utilize the alternative rules under the Brown Act for teleconference meetings still existed. Those conditions are that the state of emergency arising from COVID-19 continues to exist and the state of emergency continues to directly impact the ability of the Agency's members to meet safely in person.

The Brown Act, as recently amended, requires these findings to be renewed every 30 days. The Agency's Legal Counsel Joseph Hughes explained the reason for the legislation to the Board.

Additionally, the meeting addressed any concerns or questions the Board had concerning compliance with these remote teleconferencing rules and findings going forward. Counsel reviewed options for future instances when the Agency's next Board meeting falls after the 30-day renewal timeframe:

1. Call a special meeting to make the findings within the 30-day renewal timeframe.
2. Renew the findings at the next meeting even if it is beyond the 30-day renewal timeframe.

Counsel recommended the second option and said that it is substantially compliant with the requirements. He added that the Agency is not a typical government agency where the Board meets multiple times in one month and meeting every 30 days would not be practical.

Director Shephard agreed with the recommendation and had no objection to the recommendation. Director Rungren commented, if there would be no outside opposition and there was a cost savings, she was not opposed to the recommendation. Director Everts also agreed with the recommendation.

Chair Mobley made it clear that the Board would continue to be transparent with its stakeholders and meet when necessary. At that time, he asked if there were additional comments or questions from the Directors or public. None were offered.

Motion to approve that the Board, as provided in Resolution 2021-02, and has found that the requisite conditions continue to exist for remote teleconference meetings of the Board of Directors without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), specifically (1) that the Governor's proclaimed State of Emergency as a result of the threat of COVID-19 remains in effect and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person, Director Rungren; Second, Director Shephard. Roll call vote: five ayes (Chambers, Everts, Mobley, Rungren, Shephard), none opposed. Motion carried 5/0.

ADJOURNMENT 11:45 A.M.

Chair Mobley adjourned the Special meeting at 11:45 A.M. to the Regular Board meeting on Thursday, January 20, 2022, or call of the Chair.

I certify that above is a true and correct copy of the minutes of the Mound Basin Groundwater Sustainability Agency's Special Board of Directors meeting of January 6, 2022.

ATTEST: _____
Susan Rungren, Vice-Chair/Secretary

ATTEST: _____
Jackie Lozano, Clerk of the Board



Motion Item No. 5(b)

DATE: January 14, 2022

TO: Board of Directors and Executive Director

FROM: Ambry Tibay, UWCD

SUBJECT: **Warrant Register for December 2021**
Motion

SUMMARY:

The Board will receive and review the monthly warrant register for the Mound Basin GSA.

STAFF RECOMMENDATION:

UWCD accounting staff has prepared the December 2021 warrants based on the Mound Basin GSA payables and is recommending approval. All expenditures are in accordance with the Board approved budget and have been reviewed by the Executive Director.

FISCAL SUMMARY:

Not applicable

ATTACHMENT:

December 2021 Warrant Register

Action: _____

Motion: _____ 2nd: _____

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

Mound Basin Groundwater Sustainability Agency

Check Detail
January 1 - 13, 2022

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	11426	01/13/2022	A.J. Klein, Inc T. Denatale, B. Goldner	10000 · Bank of the Sierra	-2,295.00
Bill Pmt -Check	11427	01/13/2022	Bondy Groundwater Consulting, Inc	10000 · Bank of the Sierra	-4,305.63
Bill Pmt -Check	11428	01/13/2022	County of Ventura- IT Servces Department	10000 · Bank of the Sierra	-611.88
Bill Pmt -Check	11429	01/13/2022	INTERA Incorporated	10000 · Bank of the Sierra	-12,662.00
Bill Pmt -Check	11430	01/13/2022	Roger, Anderson, Malody & Scott, LLP	10000 · Bank of the Sierra	-950.00
Bill Pmt -Check	11431	01/13/2022	United Water Conservation District	10000 · Bank of the Sierra	-1,600.59
					-22,425.10



MoundBasin
GROUNDWATER SUSTAINABILITY AGENCY

Information Item No. 5(c)

DATE: January 10, 2022
TO: Board of Directors and Executive Director
FROM: Ambry Tibay, 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 December 2021.

BACKGROUND

FISCAL SUMMARY

Not applicable.

ATTACHMENTS

- A. December 2021 Profit/Loss Statement
- B. December 2021 Profit/Loss by Class
- C. December 2021 Balance Sheet

Mound Basin Groundwater Sustainability Agency

Profit & Loss Budget Performance

July through December 2021

	<u>Jul - Dec 21</u>	<u>Annual Budget</u>	<u>Budget</u>
Income			
40001 · Groundwater Extraction Fees	0.00	377,600.00	0.00%
41000 · Grant revenue			
41001 · State Grants	105,093.15	150,000.00	70.06%
Total 41000 · Grant revenue	105,093.15	150,000.00	70.06%
47000 · Other Revenue			
47001 · Late Fees	-222.00		
Total 47000 · Other Revenue	-222.00		
Total Income	104,871.15	527,600.00	19.88%
Gross Profit	104,871.15	527,600.00	19.88%
Expense			
52200 · Professional Services			
52240 · Prof Svcs - IT Consulting	611.88	1,000.00	61.19%
52250 · Prof Svcs - Groundwater/GSP Pre			
52252 · Prof Svcs - GSP Consultant	166,966.91	150,000.00	111.31%
52250 · Prof Svcs - Groundwater/GSP Pre - Other	6,956.20	102,500.00	6.79%
Total 52250 · Prof Svcs - Groundwater/GSP Pre	173,923.11	252,500.00	68.88%
52270 · Prof Svcs - Accounting	14,311.89	21,200.00	67.51%
52275 · Prof Svcs - Admin/Clerk of Bd	4,649.33	7,500.00	61.99%
52280 · Prof Svcs - Executive Director	9,801.25	17,500.00	56.01%
Total 52200 · Professional Services	203,297.46	299,700.00	67.83%
52500 · Legal Fees			
52501 · Legal Counsel	6,947.00	7,500.00	92.63%
Total 52500 · Legal Fees	6,947.00	7,500.00	92.63%
53000 · Office Expenses			
53010 · Public Information	564.89	3,000.00	18.83%
53020 · Office Supplies	26.15	200.00	13.08%
53026 · Postage & Mailing	222.04	400.00	55.51%
53070 · Licenses, Permits & Fees	557.53	3,000.00	18.58%
53110 · Travel & Training	61.37	500.00	12.27%
53000 · Office Expenses - Other	118.43		
Total 53000 · Office Expenses	1,550.41	7,100.00	21.84%
53500 · Insurance			
53510 · Liability Insurance	5,106.34	2,000.00	255.32%
Total 53500 · Insurance	5,106.34	2,000.00	255.32%
70000 · Interest & Debt Service			
70120 · Interest Expense	0.00	1,238.00	0.00%
Total 70000 · Interest & Debt Service	0.00	1,238.00	0.00%
81000 · Contingency - Non Capital Expen	0.00	16,754.00	0.00%
Total Expense	216,901.21	334,292.00	64.88%
Net Income	<u>-112,030.06</u>	<u>193,308.00</u>	<u>-57.95%</u>

Mound Basin Groundwater Sustainability Agency

Profit & Loss by Class

July through December 2021

	A - Grant Administration	Task 04 - GSP Development (D - GSP Development)	Total D - GSP Development	Unclassified	TOTAL
Income					
41000 · Grant revenue					
41001 · State Grants	0.00	0.00	0.00	105,093.15	105,093.15
Total 41000 · Grant revenue	0.00	0.00	0.00	105,093.15	105,093.15
47000 · Other Revenue					
47001 · Late Fees	0.00	0.00	0.00	-222.00	-222.00
Total 47000 · Other Revenue	0.00	0.00	0.00	-222.00	-222.00
Total Income	0.00	0.00	0.00	104,871.15	104,871.15
Gross Profit	0.00	0.00	0.00	104,871.15	104,871.15
Expense					
52200 · Professional Services					
52240 · Prof Svcs - IT Consulting	0.00	0.00	0.00	611.88	611.88
52250 · Prof Svcs - Groundwater/GSP Pre					
52252 · Prof Svcs - GSP Consultant	2,913.77	164,053.14	164,053.14	0.00	166,966.91
52250 · Prof Svcs - Groundwater/GSP Pre - Other	0.00	0.00	0.00	6,956.20	6,956.20
Total 52250 · Prof Svcs - Groundwater/GSP Pre	2,913.77	164,053.14	164,053.14	6,956.20	173,923.11
52270 · Prof Svcs - Accounting	1,695.69	0.00	0.00	12,616.20	14,311.89
52275 · Prof Svcs - Admin/Clerk of Bd	1,005.73	0.00	0.00	3,643.60	4,649.33
52280 · Prof Svcs - Executive Director	0.00	0.00	0.00	9,801.25	9,801.25
Total 52200 · Professional Services	5,615.19	164,053.14	164,053.14	33,629.13	203,297.46
52500 · Legal Fees					
52501 · Legal Counsel	0.00	0.00	0.00	6,947.00	6,947.00
Total 52500 · Legal Fees	0.00	0.00	0.00	6,947.00	6,947.00
53000 · Office Expenses					
53010 · Public Information	0.00	564.89	564.89	0.00	564.89
53020 · Office Supplies	0.00	0.00	0.00	26.15	26.15
53026 · Postage & Mailing	0.00	0.00	0.00	222.04	222.04
53070 · Licenses, Permits & Fees	0.00	0.00	0.00	557.53	557.53
53110 · Travel & Training	0.00	0.00	0.00	61.37	61.37
53000 · Office Expenses - Other	0.00	0.00	0.00	118.43	118.43
Total 53000 · Office Expenses	0.00	564.89	564.89	985.52	1,550.41
53500 · Insurance					
53510 · Liability Insurance	0.00	0.00	0.00	5,106.34	5,106.34
Total 53500 · Insurance	0.00	0.00	0.00	5,106.34	5,106.34
Total Expense	5,615.19	164,618.03	164,618.03	46,667.99	216,901.21
Net Income	-5,615.19	-164,618.03	-164,618.03	58,203.16	-112,030.06

Mound Basin Groundwater Sustainability Agency
Balance Sheet
As of December 31, 2021

	<u>Dec 31 21</u>
ASSETS	
Current Assets	
Checking/Savings	
10000 · Bank of the Sierra	174,791.67
Total Checking/Savings	<u>174,791.67</u>
Accounts Receivable	
11000 · Accounts Receivable	152,978.23
Total Accounts Receivable	<u>152,978.23</u>
Total Current Assets	<u>327,769.90</u>
TOTAL ASSETS	<u><u>327,769.90</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	22,425.10
Total Accounts Payable	<u>22,425.10</u>
Other Current Liabilities	
20001 · Advance from City of Ventura	55,000.00
20510 · Interest Payable	2,233.30
Total Other Current Liabilities	<u>57,233.30</u>
Total Current Liabilities	<u>79,658.40</u>
Total Liabilities	79,658.40
Equity	
32000 · Retained Earnings	360,141.56
Net Income	-112,030.06
Total Equity	<u>248,111.50</u>
TOTAL LIABILITIES & EQUITY	<u><u>327,769.90</u></u>



Motion Item No. 5(d)

DATE: January 14, 2022

TO: Board of Directors

FROM: Agency Counsel

SUBJECT: Citing Mound Basin Groundwater Sustainability Agency's Resolution 2021-02 (adopted October 21, 2021), Subsequent Findings that the Governor's Proclamation of a State of Emergency on March 4, 2020 relating to the COVID-19 virus remains in effect and the State of Emergency continues to directly impact the ability of the members to meet safely in person, and Authorizing remote teleconference meetings of the legislative bodies of Mound Basin Groundwater Sustainability Agency for the period of January 21 through February 19, 2022, pursuant to Brown Act provisions
Motion

STAFF RECOMMENDATION:

As provided in Resolution 2021-02, make the findings that the requisite conditions continue to exist for remote teleconference meetings of the Board of Directors without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), specifically (1) that the Governor's proclaimed State of Emergency as a result of the threat of COVID-19 remains in effect and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

BACKGROUND:

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively modified certain requirements created by the Ralph M. Brown Act ("the Brown Act"), the state's local agency public meetings law.

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September 30, 2021. After that date, local agencies are required to observe all the usual Brown Act requirements status quo ante (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public in order to observe a meeting and provide public comment.

On September 16, the Governor signed AB 361 into law, effective immediately, which extends the flexibilities provided in the Governor's prior executive order to local and state bodies to hold public meetings remotely beyond the executive order's September 30, 2021, expiration date.

On September 20, the Governor signed an executive order (N-15-21) waiving the application of AB 361 until October 1, 2021, when the provisions of prior Executive Orders that established certain requirements for public agencies to meet remotely during the COVID-19 emergency will expire. The September 20 order makes clear that, until September 30, local agencies may conduct open and public remote meetings relying on the authority provided under prior Executive Orders (rather than AB 361). The revised Order also explicitly permits a local agency to meet pursuant to the procedures provided in AB 361 before October 1, so long as the meeting is conducted in accordance with the requirements of AB 361.

All local agencies are being asked to be aware that they may not conduct remote teleconference meetings pursuant to the authority in the Governor's prior Executive Orders beyond September 30; after that date, all meetings subject to the Brown Act must comply with standard teleconference requirements (as they existed "pre-pandemic") OR must comply with the newly enacted provisions of AB 361. The adoption of Resolution 2021-02 on October 21, 2021, provides the Agency with compliance as it relates to the newly enacted provisions of AB 361.

FISCAL SUMMARY:

There is no fiscal impact related to the approval of this motion.

ATTACHMENT: **Resolution 2021-02, adopted October 21, 2021**

Action: _____
Motion: _____ 2 nd : _____
J.Chambers: _____ C.Everts: _____ M.Mobley: _____ S.Rungren: _____ G.Shephard: _____

BOARD OF DIRECTORS

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY

RESOLUTION 2021-02

**A RESOLUTION OF THE MOUND BASIN GROUNDWATER SUSTAINABILITY
AGENCY AUTHORIZING THE REVISED USE OF TELECONFERENCING
FOR PUBLIC MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MOUND BASIN
GROUNDWATER SUSTAINABILITY AGENCY** as follows:

WHEREAS, the Governor of the State of California (“Governor”) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor’s Proclamation of a State of Emergency (Mar. 4, 2020).)

WHEREAS, the Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Govt. Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting.
- b) The requirement that each teleconference location be accessible to the public.
- c) The requirement that members of the public may address the body at each teleconference location.
- d) The requirement that state and local bodies post agendas at all teleconference locations.
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

WHEREAS, the provisions of Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and will no longer remain in effect thereafter;

WHEREAS, the Center for Disease Control is currently contending with the Delta Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements;

AND WHEREAS, recent legislation (A.B. 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act's teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mound Basin Groundwater Sustainability Agency as follows:

Section 1. Incorporation of Recitals. All of the foregoing Recitals are true and correct and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

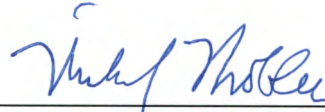
Section 2. Adoption of AB-361. The Board has determined by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Section 3. Continued Implementation of AB-361. If the state of emergency remains active, or state or local officials have imposed measures to promote social distancing, the Board of Directors of the Mound Basin Groundwater Sustainability Agency shall, in order to continue meeting subject to this exemption to the Brown Act, no later than 30 days after it commences using the exemption, and every 30 days thereafter, make the following findings by majority vote:

- a) The legislative body has reconsidered the circumstances of the state of emergency; *and*
- b) Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials continue to impose or recommend measures to promote social distancing.

[signature page follows]

PASSED, APPROVED AND ADOPTED this 21st day of October 2021.



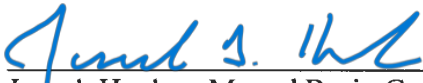
Michael Mobley, Board Chair

ATTEST:



Bryan Bondy, Executive Director

APPROVED AS TO FORM:



Joseph Hughes, Mound Basin Groundwater
Sustainability Agency General Counsel



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Information Item No. 7

DATE: January 20, 2022
TO: Board of Directors
FROM: Executive Director
SUBJECT: Executive Director Update

SUMMARY

The following are updates on Agency activities since the last Board meeting.

1. Administrative: No update.
2. Financial:
 - a. Invoices for the 2020-2 semi-annual period (July-December 2020) were issued in early March and were due in early April. One entity is past due with a total of \$270.76 unpaid.
 - b. Invoices for the 2021-1 semi-annual period (January–July 2021) were issued in September and were due in October. One entity is past due with a total of \$415.72 unpaid.
3. Legal: No activity.
4. Groundwater Sustainability Plan (GSP) Implementation:
 - a. GSP: The GSP was submitted to DWR on December 31, 2021.
 - b. GSP Grant: The Executive Director submitted progress report and invoice no. 10. Payment in the amount of \$94,583.84 is expected in one to two months following DWR approval. The Executive Director is working with the DWR Grant Manager on a grant agreement amendment that would reallocate grant budget from underspent budget categories to overspent budget categories. Doing so will facilitate invoicing \$58,264 in costs currently stranded in overspent budget categories. Remaining unbilled costs will be invoiced following amendment approval together with the required grant closeout report.
 - c. GSP Annual Report: Work on the first annual report began in January. The report must be submitted to DWR by April 1, 2022.

- d. Groundwater Monitoring Well – DWR Technical Support Services (TSS): The Executive Director worked with DWR on a revised wellhead design, per DWR request, which was approved on January 11, 2022. The next steps are to execute the TSS agreement and reschedule the construction activities.

5. Correspondence: None.

INFORMATIONAL ITEM

Receive an update from the Executive Director on activities since the previous board meeting.

BACKGROUND

Not applicable.

FISCAL SUMMARY

Not applicable.



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 8(a)

DATE: January 20, 2022
TO: Board of Directors
FROM: Executive Director
SUBJECT: Agency Officer Appointments and Required Bond

SUMMARY

It is recommended that the Board appoint a chair, vice chair/secretary, and a treasurer to serve during calendar year 2022.

Pursuant to Government Code section 6505.1, a bond is required for the Treasurer. A \$5,000 bond was obtained in 2021 that expires in April 2023. Therefore, a new bond is not required unless the Board determines that it would like to change the bond amount.

RECOMMENDED ACTIONS

1. Appoint a chair, vice chair/secretary, and a treasurer to serve during calendar year 2022.
2. Confirm the existing Treasurer bond is sufficient or provide direction concerning obtaining a new bond.

BACKGROUND

Pursuant to Joint Exercise of Powers Agreement (JPA) Article 7, the Board of Directors shall select officers annually at the first Board meeting following January 1st of each year. Officers may serve for multiple consecutive terms, with no term limit.

The 2021 Officers were as follows:

- Chair: Mike Mobley
- Vice Chair/Secretary: Susan Rungren
- Treasurer: Glenn Shephard

Government Code section 6505.1, the JPA agreement §13.3, and the GSA Bylaws §4.4 require the Treasurer to post a bond for an amount determined by the GSA. The current Treasurer bond is \$5,000 and expires in April 2023.

FISCAL SUMMARY

Bonds have a nominal fee.

Action: _____

Motion: _____ 2nd: _____

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



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 8(b)

DATE: January 20, 2022
TO: Board of Directors
FROM: Executive Director
SUBJECT: Resolution 2022-01: A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Revising Procedures for Disbursement of Funds

SUMMARY

In order to avoid the need for the Board to meet monthly when there is no business other than warrants approval to meet contract payment terms, the Agency Bylaws must be amended to provide authority for warrant approvals to someone other than the Board. The following proposed Bylaw modifications would provide any two officers with the authority to approve warrants and issue checks in payment thereof:

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.~~ Following the review of warrants by the Executive Director, any two Officers shall have the authority to approve the reviewed warrants. All approved warrants shall be presented in a financial summary report to the Board during its next regular meeting.

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 ~~officers~~, 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.

Resolution 2022-01 would modify the Agency Bylaws as shown above.

Section 13.1 of the Bylaws provides that the Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board, provided, however, that no such amendment may be adopted unless at least 30 days written notice thereof has been given to all members of the Board, unless that notice has been waived by unanimous consent of the Board. Distribution of the Agency's December 16, 2021 Regular Board Meeting agenda and packet provided written notice to all Board members of the proposed Bylaw amendments.

RECOMMENDED ACTIONS

1. By motion, adopt Resolution 2022-01 amending the Agency Bylaws to revise procedures for disbursement of funds.

BACKGROUND

Please see summary.

FISCAL SUMMARY

None.

ATTACHMENTS

- A. Draft Resolution 2022-01

Action: _____

Motion: _____ 2nd: _____

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

**MOUND BASIN
GROUNDWATER SUSTAINABILITY AGENCY**

RESOLUTION NO. 2022-01

**A RESOLUTION OF THE
MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY BOARD OF
DIRECTORS REVISING PROCEDURES FOR DISBURSEMENT OF FUNDS**

WHEREAS, Mound Basin Groundwater Sustainability Agency (“Agency”) approved and adopted its Bylaws (“Bylaws”) on August 16, 2018; and

WHEREAS, Section 7.1 of the Bylaws requires approval of the Agency’s Board of Directors (“Board”) prior to disbursement of any Agency funds; and

WHEREAS, Section 14.3 (a) of the Bylaws requires the Agency’s procurement authority to be exercised by the Board through the approval of warrants; and

WHEREAS, to reduce the Agency’s administrative costs, the Board wants to avoid meeting when there is no Agency business other than to the approve disbursement of Agency funds to meet contractual payment obligations; and

WHEREAS, the Board wants to amend (a) section 7.1 of the Bylaws to authorize two Officers of the Board to approve Agency warrants for the disbursement of Agency funds following their review by the Agency’s Executive Director and (b) section 14.3 of the Agency’s Bylaws to authorize the Board to delegate its procurement authority to its Officers; and

WHEREAS, Section 13.1 of the Bylaws provides that the Bylaws may be amended from time to time by resolution of the Board duly adopted upon majority of the Board, provided, however, that no such amendment may be adopted unless at least 30 days written notice thereof has been given to all members of the Board unless that notice has been waived by unanimous consent of the Board; and

WHEREAS, Distribution of the Agency’s December 16, 2021, Regular Board Meeting agenda and packet provided written notice to all Board members of the proposed Bylaw amendments; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Mound Basin Groundwater Sustainability Agency as follows:

1. The foregoing is true and correct.
2. Section 7.1 of the Bylaws is hereby repealed in its entirety and replaced as follows:

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

Item 8(b) Attachment A

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. Following the review of warrants by the Executive Director, any two Officers shall have the authority to approve the reviewed warrants. All approved warrants shall be presented in a financial summary report to the Board during its next regular meeting.

3. Section 14.3(a) of the Bylaws is hereby repealed in its entirety and replaced as follows:

(a) Procurement Authority. Procurement authority shall be exercised and performed by the Board of Directors. 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 officers, 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.

PASSED AND ADOPTED by the Board of Directors of the Mound Basin Groundwater Sustainability Agency, this 20th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair Michael Mobley

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Mound Basin GSA, hereby certifies that the foregoing Resolution was adopted by the Board of Directors of said District at a meeting thereof, duly, and specially held on January 20, 2022, at which meeting a quorum of the Board of Directors was at all times present and acting.

IN WITNESS WHEREOF, I have set my hand this _____ day of January 2022.

Susan Rungren, Secretary



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 8(c)

DATE: January 20, 2022
TO: Board of Directors
FROM: Executive Director
SUBJECT: United Water Conservation District Technical Support Contract Amendment

SUMMARY

The Executive Director anticipates that continued support from United Water Conservation District (UWCD) technical staff will be required from time-to-time during Groundwater Sustainability Plan (GSP) implementation. To address this need, it is recommended that the Board authorize the Chair to execute an amendment to the UWCD technical support contract to facilitate continued support during GSP implementation. The proposed amendment extends the term of the contract with UWCD from December 31, 2021, to January 31, 2027, which addresses the first five-year GSP assessment period (Attachment A).

The UWCD contract included a detailed scope and budget for GSP development support. In contrast, the type, frequency, and amount of support needed going forward is not known. Thus, the proposed amendment provides for services to be requested by the MBGSA Executive Director on an as-needed and time-and-materials basis. The proposed amendment requires UWCD to provide a written estimate for any tasks that are anticipated to exceed \$10,000. Requests for UWCD technical support will be made in accordance with the Agency's adopted fiscal year budget. This approach provides flexibility to address issues as they arise.

RECOMMENDED ACTION

It is recommended that the Board authorize the Chair to execute an amendment to the UWCD technical support services contract to facilitate continued support during GSP implementation.

BACKGROUND

The UWCD technical support contract was executed on March 26, 2019 (Attachment B).

FISCAL SUMMARY

The contract amendment itself has no fiscal impact. Requests for UWCD professional services will be made in accordance with the Agency's adopted fiscal year budget.

ATTACHMENTS

- A. Proposed Contract Amendment
- B. UWCD Contract dated March 26, 2019

Action: _____

Motion: _____ 2nd: _____

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

AMENDMENT No. 1
TO THE CONSULTING AGREEMENT

The Consulting Agreement (hereinafter referred to as “Agreement”) for the purpose of providing professional services, made effective March 26, 2019 by and between United Water Conservation District (hereinafter "United"), and Mound Basin Groundwater Sustainability Agency (hereinafter referred to as “MBGSA”), is hereby amended as follows:

Original Agreement

On March 26, 2019, United entered into an agreement with MBGSA to provide services in relation to the development and implementation of a Groundwater Sustainability Plan (“GSP”) for the Mound Basin (“Project”).

Scope of Work

Under this amendment, United will conduct GSP implementation support services that are similar to, and generally related to, the GSP development tasks outlined in the Agreement. The tasks to be performed under this amendment are anticipated to include analysis of groundwater data, sampling of wells, measurement of groundwater levels in piezometers (either with sounders or with pressure transducers and dataloggers), preparation of supporting documentation (including text, tables, and figures for new technical memoranda or for sections of reports prepared by the MBGSA), and similar technical work. The specific details and due dates for such tasks will be agreed upon by United and the MBGSA’s Executive Director as the need for each task arises and subject to availability of United staff to perform such tasks, within the execution period of this amendment.

Contract Term

This amendment dated January __, 2022 provides an extension to the original Agreement, dated March 26, 2019, through January 31, 2027.

Compensation

Any GSP implementation support services requested by MBGSA following the date of this contract amendment will be billed on a time and materials basis according to the currently applicable United rate sheet. United shall provide a written estimate for any tasks that are anticipated to exceed \$10,000. United will internally track costs for each assigned task, and if costs for a task originally anticipated to require less than \$10,000 reaches \$8,000, then the MBGSA’s Executive Director will be notified in writing by United staff. At that time, United and MBGSA will hold discussions to determine whether a written estimate would be required to complete that task, or if the task can be reasonably expected to be completed for less than \$10,000 with a degree of confidence acceptable to both Parties.

The United rate sheet included in Exhibit B of the Agreement is hereby amended to include the updated fee schedule presented as Attachment A for FY 2021-22, and will be updated each year in accordance with the Agreement.

Item 8(c) Attachment A

Each and all other provisions of the Agreement dated March 26, 2019, shall remain in force except as amended herein.

Consultant
United Water Conservation District

Client
Mound Basin Groundwater Sustainability Agency

Mauricio E. Guardado, Jr.
General Manager

Chair, Board of Directors

AMENDMENT No. 1
TO THE PROFESSIONAL CONSULTING SERVICES AGREEMENT
Attachment A – Fee Schedule

DRAFT

United Water Conservation District

FY 2021-22 Rates

Step 5

Position	FY 21-22 Billing Rates	FY 20-21 Billing Rates	% Change
Accountant I	67.56	66.59	1.45%
Accountant III	77.49	76.39	1.45%
Administrative Assistant I	54.98	54.11	1.61%
Administrative Assistant II	57.47	56.85	1.09%
Assistant Engineer / Associate Engineer	89.98	88.30	1.90%
Assistant General Manager	186.99	184.97	1.09%
Assistant Hydrogeologist	107.07	102.49	4.47%
Associate Ecologist / Environmental Scientist	104.64	102.72	1.87%
Asst. Ecologist / Associate Environmental Scientist	74.09	72.54	2.14%
Chief Engineer	156.77	154.18	1.68%
Chief Financial Officer	156.29	153.97	1.51%
Chief Park Ranger	120.93	103.85	16.44%
Chief Water Treatment Operator	100.24	103.17	-2.84%
Controller	122.29	120.51	1.48%
Controls System Supervisor	107.07	102.72	4.24%
Dam Operator	86.50	84.90	1.88%
Engineering Manager	129.00	-	
Engineering Technician	69.52	63.93	8.75%
Environmental Scientist - Regulatory affairs	88.06	-	
Environmental Services Lead Field Technician	66.48	-	
Executive Assistant / Clerk of the Board	96.14	94.69	1.53%
Facilities Maintenance Worker	56.54	51.28	10.26%
Field Technician	52.04	51.15	1.74%
General Manager	269.00	268.07	0.35%
HR Administrator	78.84	77.47	1.76%
HR Manager	136.90	129.32	5.86%
Hydrogeologist	89.78	88.09	1.92%
Hydrologist	89.78	88.38	1.58%
Instrument & Elect. Tech	94.54	92.55	2.15%
IT Administrator	91.57	90.21	1.52%
Lead Recharge O&M Worker	88.39	86.75	1.89%
Park Ranger	76.05	73.70	3.19%
Principal Hydrogeologist/ Modeler	121.25	-	
Recharge O&M Worker I	69.32	68.08	1.83%
Recharge O&M Worker II	77.23	75.81	1.88%
Senior Accountant	83.97	82.72	1.51%
Senior Engineer	119.17	116.88	1.96%
Senior Environmental Scientist	141.50	136.45	3.70%
Senior Environmental Scientist	141.50	136.45	3.70%
Senior Hydrogeologist	116.12	114.41	1.49%
Senior Hydrogeologist/Modeler	116.12	114.41	1.49%
Senior Water Treatment Operator	96.07	60.52	58.74%
Staff Hydrogeologist	89.78	77.56	15.76%
Supervising Hydrogeologist	120.91	119.32	1.33%
Supervising I&E Technician	102.60	102.84	-0.24%
Water Resources Manager	127.99	-	



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into as of March 26, 2019 ("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 Two Hundred Ninety Six Dollars and Ninety Three Cents (\$214,296.93). Services will be billed at the hourly rates set forth below: See Exhibit B – UWCD Staff Hourly Rates and Exhibit C – UWCD Staff Hours and Fees.

4. INVOICES: Invoices will be submitted to Client once a month with payment due within sixty (60) 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 (60) 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, 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 provide reasonable advance written notice to Consultant in the event of 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. 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

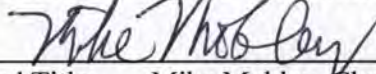
Item 8(c) Attachment B

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

H. Bral
3/22/19
Feb 25 Mar 19

Exhibit A – Scope of Work

Exhibit A – Scope of Work

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 Mound Basin that are available in UWCD's electronic databases and deliver to MBGSA 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. <i>Note—construction, location, pumping, and water quality data for private wells will be provided to the MBGSA for the 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.</i> 	<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.

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 		
Task 7 – Development of Sustainable Management Criteria	<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.

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).		
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

United Water Conservation District

FY 2018-19 Rates

Step 5

Position	Full Exposure Hourly Rate
Accountant I	62.96
Accountant III	71.77
Accounting Technician III	57.29
Administrative Assistant	51.40
Assistant Engineer	83.52
Assistant Hydrogeologist	83.19
Associate Ecologist	97.19
Associate Engineer	97.18
Asst. Ecologist	88.58
Chief Engineer	151.11
Chief Financial Officer	146.23
Chief Operations Officer	143.00
Chief Water Treatment Operator	93.30
Controller	115.91
Dam Operator	80.11
Deputy General Manager	172.25
District Safety Officer/Rech O&M WII	83.13
Engineering Manager - 7 months	78.04
Engineering Technician	60.48
Env. Planning & Conservation Mgr	132.34
Executive Assistant	69.06
Executive Coordinator	114.49
Facilities Maintenance Worker	48.58
Field Technician	48.42
General Manager	206.70
HR Administrator	73.00
Hydrologist	83.49
Instrument & Elect. Tech	87.24
IT Administrator	85.13
Lead Recharge O&M Worker	81.85
O&M Manager	130.46
Park Services Officer	70.62
Park Services Officer	71.69
Recharge O&M Worker I	64.53
Recharge O&M Worker II	71.89
Senior Accountant	78.06
Senior Ecologist	106.02
Senior Engineer	110.52
Senior Hydrogeologist	110.57
Senior Hydrologist	105.93
Senior Park Services Officer	99.53
Senior Water Treatment Operator	85.14
Sr. Environmental Scientist	97.40
Sr. Hydrogeologist/Modeler	110.67
Staff Hydrogeologist	73.09
Supervising Hydrogeologist	115.45
Water Resources Tech	62.00
Water Treatment Operator III	73.20

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)	Deputy GM	Chief Eng.	Estimated Level of Effort (hours)				Asst. Hydro.	Staff Hydro.	Est. Labor Cost (\$) ¹	Fiscal Year Task to be Completed	Labor Rate Escalation (%)
				Sup. Hydro.	Senior Modeler	Senior Hydro.	Assoc. Eng. ¹					
1 - Project Coordination	-Prepare for and participate in 4 workshops -Attend 20 x 1-hr teleconferences	4	4	8		48	36			11,353.57	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 - Asmt. 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 non-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 <i>If needed:</i>			24		80	80	20	20	23,191.89	FY 2019-20	3%
8 - Projects and Mgmt. Actions	-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 management actions that may be considered in the GSP. Also to include GSP text describing input and output. -Prepare for and participate in 7 public meetings	6	6	9	296	60	60			51,094.68	FY 2020-21 <i>(may not be needed)</i>	6%
9 - Stakeholder Engagement	-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%
Notes:		Total:	10	226	342	716	420	161	81	214,296.93		

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.



Memorandum

To: Mauricio E. Guardado, Jr.
From: Maryam Bral, Chief Engineer
cc: Dan Detmer, Supervising Hydrogeologist
Date: March 22, 2019
Subject: **Consulting Agreement between United Water Conservation District and Mound Basin Groundwater Sustainability Agency, to Provide Additional Technical Support for Groundwater Sustainability Plan**

At the March 20, 2019 Board of Directors meeting, the Board authorized the General Manager to enter into a consulting agreement with the Mound Basin Groundwater Sustainability Agency (MBGSA), wherein the District will provide technical support to the consultants developing the Mound basin's Groundwater Sustainability Plan (GSP) equivalent to \$214,000.

The District intends to provide the technical services that would fall outside and beyond the services and level of support that the District would normally provide to groundwater users in our service area under this contract. However, some of the effort to be performed by the District (e.g., basic data collection and analysis) falls within our existing mission and routine Groundwater Department work for the upcoming two years; for this reason, the District has agreed to provide the first \$50,000 of labor effort to the MBGSA as an in-kind service, without reimbursement. The anticipated reimbursement would be equivalent to \$164,296.93 covering the direct cost of the staff time required to conduct the work.