

## **Post-Meeting Agenda Packet**

Copies of presentations given for Items 12, 13, and 14 are included after their respective items.

A handout for Item 13 is also attached.

**Fox Canyon Groundwater Management Agency**

# **FULL AGENDA PACKAGE**

**Board Regular Meeting**  
of  
**July 24, 2024**



# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY



## BOARD OF DIRECTORS

**Eugene F. West**, Chair, Director, Camrosa Water District  
**Kelly Long**, Vice Chair, Supervisor, County of Ventura  
**David Borchard**, Farmer, Agricultural Representative  
**Lynn Maulhardt**, Director, United Water Conservation District  
**Tony Trembley**, Mayor, City of Camarillo

INTERIM EXECUTIVE OFFICER  
**Arne Anselm**

## NOTICE OF MEETING

**NOTICE IS HEREBY GIVEN** that the Fox Canyon Groundwater Management Agency (FCGMA) Board of Directors will hold a **Board Hybrid Meeting** at **12:30 P.M.** on **Wednesday, July 24, 2024**, in the **Board of Supervisor's Hearing Room and via Zoom**, at the Ventura County Government Center, Hall of Administration, Main Plaza Level at **800 South Victoria Avenue, Ventura, California**.

## FCGMA BOARD REGULAR MEETING AGENDA

**July 24, 2024**  
**12:30 P.M.**

Welcome to the Meeting of the Fox Canyon Groundwater Management Agency Board of Directors, also sitting as watermaster for the Las Posas Valley Basin and the groundwater sustainability agency for the Las Posas Valley Basin, the Pleasant Valley Basin, and the Oxnard Subbasin. For more information, full agenda packets, or past meeting information, visit [www.fcgma.org](http://www.fcgma.org).

In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals with disabilities so they may attend and participate in meetings. If special assistance is needed, please call Agency staff at (805) 654-2014 at least 24 hours prior to the meeting so proper arrangements may be made. If requested, and as possible, agendas will be provided in alternative formats.

Agenda items are numbered for identification purposes only and may not necessarily be considered in this order. The Board reserves the right to limit each speaker to five (5) minutes per subject or topic if necessary. The audio/video portion of every public meeting of the Board of Directors is recorded. Please see the "STANDING NOTICES" section at the end of this Agenda for more information, including options for hybrid attendance and public participation.

## OPENING

1. **Call to Order** – The Board Chair will call the meeting to order.
2. **Pledge of Allegiance** – A Board member will lead the Pledge of Allegiance.
3. **Roll Call** – Attending Board members, alternates, and staff will be recorded by the Board Clerk.
4. **Agenda Review** – Consider and approve by majority vote, any minor revisions to Board Agenda items and/or attachments and any item(s) added or removed from this Agenda.

5. **Public Comments** – Audience members may speak about FCGMA-related matters not on today's Agenda. California State law does not allow any response or action from the Board concerning non-agenda topics at this time; however, topics can be placed on future agendas or referred to staff. Please come to the podium and state your name and affiliation for the record before commenting on any particular subject.
6. **Executive Officer's Comments** – Brief announcements and report on Agency workforce activities.
7. **Board Member Comments** – An opportunity for Board Members to make comments or to communicate with other directors, staff, and/or the public regarding non-agenda topics.

### **CORRESPONDENCE AGENDA**

*Correspondence Agenda items are presented to the Board for information. These items require no action or are not ready for Board consideration.*

8. **Correspondence** from Michele Staples of Jackson Tidus dated June 24, 2024, to the LPV Watermaster, regarding a notice and litigation hold.
9. **Correspondence** from Michele Staples of Jackson Tidus dated June 24, 2024, to the LPV Watermaster, regarding a Public Records Act request.

### **CONSENT AGENDA**

*Routine items are placed under the Consent portion of this Agenda and need only be reviewed and approved by one single motion. Consent items generally require no discussion; however, they may be debated, or voted on by moving them to the "Regular Agenda" portion at the Board's discretion.*

10. **Approval of Minutes** – (New Item) **RECOMMENDATION:** Approve minutes of the June 26, 2024, Board Regular meeting.
11. **Approval of Minutes** – (New Item) **RECOMMENDATION:** Approve minutes of the July 9, 2024, Board Special meeting.

### **REGULAR AGENDA**

*Regular Agenda items are heard at the Board's discretion and may be heard at any time during the meeting.*

#### **Fox Canyon Groundwater Management Agency Items**

12. **Update to Groundwater Sustainability Plan Five-Year Evaluations, Workshops, and Timeline** – (Returning Item) **RECOMMENDATION:** Receive an update from Agency staff on Groundwater Sustainability Plan (GSP) five-year evaluations and provide feedback or direction as appropriate.

13. **Presentation on United Water Conservation District's Extraction Barrier and Brackish (EBB) Water Treatment Project – (New Item) RECOMMENDATION:** Receive presentations from Agency staff and United Water Conservation District (United) staff regarding United's proposed Extraction Barrier and Brackish (EBB) Water Treatment Project (EBB Project) including planned phasing, extraction rates, and potential risks and benefits of the project.
14. **Approve and Authorize the Executive Officer to Execute a Professional Services Contract with Rincon Consultants Inc., to Provide Advanced Metering Infrastructure (AMI) Data Management Services – (New Item) RECOMMENDATIONS:** (1) Receive a presentation from Agency staff; and (2) Approve and authorize the Interim Executive Officer to execute a professional services contract with Rincon Consultants Inc., to provide AMI data management services and support, in the amount of \$53,977.88, effective through December 31, 2024.
15. **Authorize the Interim Executive Officer to Sign Contract Modification with Special Counsel – (New Item) RECOMMENDATION:** Authorize the Interim Executive Officer to execute a contract modification with Shute, Mihaly & Weinberger, LLP (SMW) to increase the not-to-exceed amount of the contract from \$450,000 to \$1,650,000, to continue defending lawsuits challenging Fox Canyon Groundwater Management Agency's groundwater sustainability plans and allocation ordinance for the Oxnard and Pleasant Valley groundwater basins, and representing the Agency in comprehensive groundwater adjudication of those basins.

### **CLOSED SESSION AGENDA**

*Discussions of Closed Session Agenda items are closed to the public. The Chair will announce when the Board is going into closed session. Closed session items may be heard at any time during the meeting.*

16. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9) PURSUANT TO GOVERNMENT CODE SECTION 54956.9, SUBDIVISION (d), PARAGRAPH (1): NAME OF CASE:** Las Posas Valley Water Rights Coalition v. Fox Canyon Groundwater Management Agency, Santa Barbara County Superior Court Case No. VENCI0059700
17. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9) PURSUANT TO GOVERNMENT CODE SECTION 54956.9, SUBDIVISION (d), PARAGRAPH (1): NAME OF CASE:** OPV Coalition et al v. Fox Canyon Groundwater Management Agency, Santa Barbara County Superior Court Case No. VENCI00555357
18. **Adjourn Board Meeting.**



## **STANDING NOTICES**

The next Regular Meeting of the Fox Canyon Groundwater Management Agency Board of Directors is scheduled to be held Wednesday, August 28, 2024.

The FCGMA Board strives to conduct accessible, orderly, and fair meetings where everyone can be heard on the issues. The Board Chair will conduct the meeting and establish appropriate rules and time limitations for each item. The Board can only act on items designated as Action Items. Action items on the agenda are staff proposals and may be modified by the Board as a result of public comment or Board member input.

**Public Comments** – Public comment is the opportunity for members of the public to participate in meetings by addressing the Fox Canyon Board of Directors in connection with one or more agenda or non-agenda items.

The following options allow for public participation:

1. Join the Zoom Meeting as an Attendee:

<https://us02web.zoom.us/j/89663288807?pwd=7tgbPXEzYikC2rE1Q4GrYNtLY9S2MX.1>

Webinar ID: 896 6328 8807

Passcode: 959297

With this option you will be able to raise your hand, and the Clerk of the Board will give you speaking abilities to make a public comment.

2. Observe the Board of Directors meeting streaming live by scrolling to the “Current and Upcoming Meetings” section of our website and clicking on the video button next to the meeting listing at: <https://fcgma.org/board-agendas-broadcasts-minutes/>

3. Call in to listen to the meeting:

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 408 638 0968 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 253 205 0468 US

Webinar ID: 896 6328 8807

Passcode: 959297

Options 2 and 3 will not allow you to make direct speaking comments. If you wish to make a written comment, please follow the steps below.

4. If you wish to make a written comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Tuesday prior to the Board meeting. Please submit your comment to the Clerk of the Board at [FCGMA@ventura.org](mailto:FCGMA@ventura.org). Please indicate in the subject line of your email the agenda item number (e.g., Item No. 9). Your email will be read by the Board of Directors and placed into the record.
5. If you are watching the live stream of the Board meeting and would like to make either a general public comment (Item 5) for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please submit your comment via email, limited to 250 words or less, to the Clerk of the Board at [FCGMA@ventura.org](mailto:FCGMA@ventura.org). Please indicate in the email subject line, the agenda item number (e.g., Item No. 9). Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

**Administrative Record:** Material presented as part of testimony will be made part of the Agency's record, and 10 copies should be left with the Board Clerk. This includes any photographs, slides, charts, diagrams, etc.

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**ADA Accommodations:** Persons who require accommodation for any audio, visual, or other disability in order to review an agenda or to participate in the Board of Directors meeting per the Americans with Disabilities Act (ADA), may request such accommodation in writing addressed to the Clerk of the FCGMA Board, 800 So. Victoria Avenue, Location #1610, Ventura, CA 93009-1610, via emailing [FCGMA@ventura.org](mailto:FCGMA@ventura.org) or via telephone by calling (805) 654-2014. Any such request should be made at least 48 hours prior to the meeting so staff can make the necessary arrangements.

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**Availability of Complete Agenda Package:** A copy of the complete agenda package is available for examination at the FCGMA office during regular working hours (8:00 a.m. to 5:00 p.m. Monday through Friday) beginning five days before the Board meeting. Agenda packet contents are also posted on the FCGMA website as soon as possible and left there for archival retrieval in case reference is needed on previously considered matters. Questions about specific items on the agenda should be directed to the Agency's Executive Officer.

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**Continuance of Items:** The Board will endeavor to consider all matters listed on this agenda. However, time may not allow the Board to hear all matters listed. Matters not heard at this meeting may be carried over to the next Board meeting or to a future Board meeting. Participating individuals or parties will be notified of the rescheduling of their item prior to the meeting. Please contact the FCGMA staff to find out about rescheduled items.

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**Electronic Information and Updates:** Our website address is <https://fcgma.org/>. Information available online includes the Board's meeting schedule, a list of the Board members and staff, general information, and various Agency forms. If you would like to speak to a staff member, please contact the FCGMA Clerk of the Board at (805) 654-2014 or via email at [FCGMA@ventura.org](mailto:FCGMA@ventura.org).

# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

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## BOARD OF DIRECTORS

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**Kelly Long, Vice Chair**, *Supervisor, County of Ventura*  
**David Borchard**, *Farmer, Agricultural Representative*  
**Lynn Maulhardt**, *Director, United Water Conservation District*  
**Tony Trembley**, *Mayor, City of Camarillo*

## INTERIM EXECUTIVE OFFICER

**Arne Anselm**

July 24, 2024

Board of Directors  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1600

**SUBJECT: Executive Officer's Report – (Returning Item)**

**RECOMMENDATION:** Receive and file this informational report.

## FCGMA AND LPV WATERMASTER FISCAL YEAR 2024/25 BUDGETS

On June 10, 2024, the Fiscal Committee approved a draft LPV Watermaster Budget for Fiscal Year 2024-25. This draft budget has not yet been discussed by the LPV PAC. On June 11, 2024, the Fiscal Committee met to review the FCGMA draft Work Plan and FY 24/25 budget. At that meeting the Committee directed a new format for the presentation of the Agency's budget to be developed to provide more clarity and transparency. A draft outline was reviewed during the July 9, 2024, Fiscal Committee meeting. The new format will have a greatly increased narrative as well as details on the tasks identified in the Work Plan and the staff assigned to those tasks.

The August 9, 2024, Special Board meeting was to be a joint LPV Watermaster and FCGMA Budget session. To allow the PAC sufficient time to review the draft LPV budget this item is being postponed. The Fiscal Committee will meet on August 9, 2024, to review and discuss the draft FCGMA FY 24/25 Budget in its new format, and to potentially discuss LPV PAC feedback on the updated draft LPV Watermaster Budget. It is planned that both budgets will come before your Board in September.

## STAFFING NEEDS ANALYSIS UPDATE

Staff continue to work closely with Hallmark Group to analyze the Agency's staffing needs to accomplish its work, tasks, and responsibilities. The final report will include a comprehensive analysis of all efforts needed to meet the Agency's mission including hiring, fiscal services, IT services and other efforts not traditionally thought of as Agency staff. It is my intention to bring the draft final report to your Board at the August 28, 2024, meeting unless there is direction to first present the analysis at the September 19, 2024, Executive Committee Meeting, to receive and implement feedback before the report is brought to your Board.

## LPV WATERMASTER BASIN ASSESSMENTS AND DELINQUENCIES

Full payment of the Water Year 2023-24 Basin Assessment invoices, set at \$32 per Acre-Foot, is calculated to yield \$1.28 million plus \$30,589.24 in delinquent interest charges. Assessments are considered delinquent if not received by May 6, 2024, and shall bear interest as provided by the Judgment. As of July 18, 2024, \$1,226,317.30 in Basin Assessment payments plus \$22,257.17 in interest charges have been received, while 22 water right holders remain delinquent and owe \$75,939.87 in Basin Assessments and

\$8,332.07 in interest charges. An updated delinquency list is attached as Item 6A. Based on your Board's previous direction, a first Notice of Delinquency was sent to water right holders at the end of May (over the days May 30 and 31, 2024), and a second and final notice was sent on July 18, 2024. The first page of the second notice is attached for your Board's reference as Item 6B. Staff are preparing a Resolution to memorialize your Board's direction regarding the collection and enforcement of Basin Assessments under the LPV Adjudication Judgment for your Board's consideration and approval at a future Board meeting.

### **LPV GROUNDWATER EXTRACTION AND USE REPORTING TOOL**

The due date for Groundwater Extraction and Use reporting for the LPV Basin for the period between October 1, 2023, and March 31, 2024, was extended by two weeks to July 19, 2024. Agency staff and its consultant (Regional Government Services) have been providing support to water right holders during this initial effort to collect reporting on groundwater extraction and use entry of the LPV Adjudication Judgment. The Extraction and Use Reporting Tool tutorial and instructional video, available on the Agency's LPV Watermaster website and via <https://www.youtube.com/watch?v=PW8GpPj-NCg>, has been viewed 132 times. As of July 18, 2024, 90 WMIDs have completed the reporting survey, 9 WMIDs have partially completed it, and 41 WMIDs have not started.

### **SGM GRANT – OPV MONITORING WELLS**

Installation of the multi-depth and shallow monitoring wells to fill monitoring network data gaps identified in the Oxnard Subbasin and Pleasant Valley Basin Groundwater Sustainability Plans (GSPs) has begun. Wild Heron successfully completed the placement of two casings and annular materials at Monitoring Well PNW-7S in mid-July, with well development and above ground construction currently in progress. Drilling at Monitoring Well PNW-7D is currently under way. Funding for this \$5 million effort is supported by approximately \$2,577,800 of the \$15.2 million from Department of Water Resources as part of the Sustainable Groundwater Management Round 1 Grants managed by the Agency.

### **UPCOMING MEETINGS AND THEIR LOGISTICS**

Due to construction in the Board of Supervisors Hearing Room during the months of August, November, and December, the August 28<sup>th</sup> Board regular meeting will be held in the Lower Plaza Assembly Room (LPAR); the November 8<sup>th</sup> Board Special meeting, if occurring, will be held in the Multi-Purpose Room (MPR); the December 4<sup>th</sup> Board Regular meeting will be held in the Atlantic Conference Room (ACR).

For more information, please see Item 6C, Scheduled Meetings for Calendar Year 2024.

The room change and directions to scheduled conference rooms will accompany the agenda notifications for said meetings. This information item will remain part of the Administrative Report for meetings held prior to the referenced dates.

#### **Committee Meetings:**

- The Operations Committee is scheduled to meet on Monday, August 5, 2024.
- The Fiscal Committee is scheduled to meet next on Friday, August 9, 2024.
- The Executive Committee is scheduled to meet on Thursday, September 19, 2024.

#### *Discussion Recommendation:*

We recommend the Board discuss canceling the August 28, 2024, scheduled Board regular meeting.

**CONCLUSION:**

This letter has been reviewed by Agency Counsel. If you have any questions, please call me at (805) 654-3942.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arne Anselm', with a long horizontal stroke extending to the right.

Arne Anselm

Interim Executive Officer

**Attachment:**

- Item 6A – WY 23-1 LPV Basin Assessment – Delinquency Invoice Status List, as of 7-19-24
- Item 6B – WY 23-1 LPV Basin Assessment – Second Delinquency Notice
- Item 6C – Scheduled Meetings for Calendar Year 2024

# ITEM 6A

## WY2023-1 Basin Assessment Delinquency List, as of 7/12/2024

Row	WMID	Invoice #	Landowner	Amount Due	Basin Interest Charge	Amount Paid	Balance Due
1	1008	LPV-2023-1-000008	Bryce and Elaine Bannatyne Trust, Bryce Bannatyne, Trustee	\$ 877.44	\$ 87.74		\$ 965.18
2	1009	LPV-2023-1-000009	Bryce and Elaine Bannatyne Trust, Bryce Bannatyne, Trustee	\$ 6,558.40	\$ 655.84		\$ 7,214.24
3	1013	LPV-2023-1-000013	Farmland Reserve, Inc. Berkshire Investments, LLC,	\$ 2,472.96	\$ 247.30		\$ 2,720.26
4	1018	LPV-2023-1-000018	William A. Miller, Trustee of the William A. Miller Living Trust dated August 6, 2003, et al.	\$ 1,245.76	\$ 124.58	\$ 1,370.34	
5	1032	LPV-2023-1-000031	John-Yon Chang	\$ 6,914.88	\$ 691.49	\$ 7,606.37	
6	1043	LPV-2023-1-000041	Isabella Rastegar Farms, LLC	\$ 5,532.48	\$ 553.25		\$ 6,085.73
7	1054	LPV-2023-1-000051	Farmland Reserve, Inc.	\$ 8,986.24	\$ 898.62	\$ 9,884.86	
8	1057	LPV-2023-1-000312	Golf Realty Fund, LP	\$6,165.12	\$ 616.51	\$ 6,165.12	\$ 616.51
9	1059	LPV-2023-1-000055	James A. Waters, III, Trustee for The J&H Waters Revocable Trust Dated July 18, 2008 ; James A. Waters, III, Trustee for The Andrew Exempt Trust Dated June 29, 2012	\$ 4,174.72	\$ 417.47	\$ 4,592.19	
10	1061	LPV-2023-1-000057	James A. Waters, III, Trustee for The J&H Waters Revocable Trust Dated July 18, 2008	\$ 1,066.56	\$ 106.66	\$ 1,173.22	
11	1071	LPV-2023-1-000066	Hagel, Timothy et al	\$ 282.24	\$ 28.22		\$ 310.46
12	1073	LPV-2023-1-000068	Higgins, Sunny May Trust et al	\$ 6,525.44	\$ 652.54	\$ 7,177.98	
13	1082	LPV-2023-1-000076	Los Angeles Avenue Ranch LP et al.	\$ 15,341.44	\$ 1,534.14		\$ 16,875.58
14	1094	LPV-2023-1-000088	Mastro Culbert Farms, LLC & Steven Mastro	\$ 6,998.08	\$ 699.81		\$ 7,697.89
15	1105	LPV-2023-1-000097	Benchmark Partners Ag, LLC	\$ 1,328.96	\$ 132.90		\$ 1,461.86
16	1119	LPV-2023-1-000109	Mark Ratto, Trustee of the Mark Ratto Revocable Living Trust dated February 2, 2016	\$ 2,079.68	\$ 207.97		\$ 2,287.65
17	1123	LPV-2023-1-000113	Santa Clara Avenue Oxnard, LP, a Delaware limited partnership	\$ 9,126.72	\$ 912.67		\$ 10,039.39
18	1129	LPV-2023-1-000116	Santa Paula Hay & Grain and Ranches, LLC	\$ 7,316.80	\$ 731.68	\$ 8,048.48	
19	1130	LPV-2023-1-000317	Saticoy Partners, LLC	\$ 9,334.08	\$ 933.41		\$ 10,267.49
20	1131	LPV-2023-1-000295	James A. Waters III, Trustee For The J&H Revocable Trust; James A. Waters III, Trustee For The Andrew Exempt Trust	\$ 32.96	\$ 3.30	\$ 36.26	
21	1141	LPV-2023-1-000309	Fox Canyon Farms, LLC	\$ 546.56	\$ 54.66	\$ 601.22	
22	1142	LPV-2023-1-000125	Stagola, Inc.	\$ 13,707.52	\$ 1,307.75	\$ 15,078.27	
23	1148	LPV-2023-1-000130	Sunshine Agriculture, Inc.	\$ 61,326.72	\$ 6,132.67	\$ 67,459.39	
24	1153	LPV-2023-1-000134	Urban-D Ranch Limited Partnership	\$ 4,824.00	\$ 482.40	\$ 5,306.40	
25	1158	LPV-2023-1-000139	Waters & Sons Farms LP	\$ 2,842.88	\$ 284.29		\$ 3,127.17
26	1159	LPV-2023-1-000140	Magana Ranch, LLC	\$ 4,377.28	\$ 437.73	\$ 4,815.01	
27	1169	LPV-2023-1-000147	Wonderful Citrus, LLC	\$ 12,893.12	\$ 1,289.31	\$ 14,182.43	
28	1170	LPV-2023-1-000148	Lemon 500, LLC	\$ 34,760.00	\$ 3,476.00	\$ 38,236.00	
29	1171	LPV-2023-1-000149	Yong, Jeffrey	\$ 3,688.64	\$ 368.86	\$ 4,057.50	
30	1172	LPV-2023-1-000324	ZIP TWO, LLC	\$ 10,003.84	\$ 1,000.38		\$11,004.22

## WY2023-1 Basin Assessment Delinquency List, as of 7/12/2024

Row	WMID	Invoice #	Landowner	Amount Due	Basin Interest Charge	Amount Paid	Balance Due
31	1182	LPV-2023-1-000293	Hagel, Timothy et al	\$ 30.72	\$ 3.07		\$ 33.79
32	1184	LPV-2023-1-000298	Marlene Valter	\$ 30.72	\$ 3.07		\$ 33.79
33	<del>1185</del>	<del>LPV-2023-1-000291</del>	<del>Fox Canyon Farms, LLC</del>	<del>\$ 30.72</del>	<del>\$ 3.07</del>	<del>\$ 33.79</del>	
			Wisam Salem and Athra Salem				
34	1191	LPV-2023-1-000157	Brian A. Lee and Maria G. Lee as Trustees of the Lee Family Trust	\$ 1,119.36	\$ 111.94		\$ 1,231.30
35	1196	LPV-2023-1-000162	Lynch Land & Cattle, LLC et al.	\$ 1,215.68	\$ 121.57	\$ 1,215.68	\$ 121.57
36	3203	LPV-2023-1-000177	Tom & Ruth Millington	\$ 143.04	\$ 14.30		\$ 157.34
37	3204	LPV-2023-1-000178	Patty Grubman (The City Farm)	\$ 652.16	\$ 65.22		\$ 717.38
38	<del>3207</del>	<del>LPV-2023-1-000181</del>	<del>Marlene Valter</del>	<del>\$ 28.48</del>	<del>\$ 2.85</del>	<del>\$ 31.33</del>	
39	3210	LPV-2023-1-000182	Mark Ellrott	\$ 59.20	\$ 5.92		\$ 65.12
40	3500	LPV-2023-1-000328	Del Norte Water Company	\$ 74,126.40	\$ 112.55	\$ 73,000.93	\$ 1,238.02
			AMS Craig LLC, a Delaware limited liability company				
41	<del>4201</del>	<del>LPV-2023-1-000251</del>	<del>company</del>	<del>\$ 723.20</del>	<del>\$ 72.32</del>	<del>\$ 795.52</del>	
			Benjamin Vasquez and Leonita C. Vasquez, husband and wife as joint tenants				
42	<del>4263</del>	<del>LPV-2023-1-000282</del>	<del></del>	<del>\$ 3,204.48</del>	<del>\$ 320.45</del>	<del>\$ 3,524.93</del>	
Totals				\$ 332,695.68	\$ 25,906.47	\$ 274,393.22	\$ 84,271.93



## ITEM 6B

# LAS POSAS VALLEY WATERMASTER NOTICE OF DELINQUENT BASIN ASSESSMENT

### Second and Final Notice

**Release Date: 07/18/2024**

On December 15, 2023, Fox Canyon Groundwater Management Agency (FCGMA), acting as the court-appointed Watermaster for the Las Posas Valley Groundwater Basin (LPV Basin), adopted a Basin Assessment of \$64 for Water Year 2023 [October 1, 2023 – September 30, 2024] to fund implementation and administration of the Las Posas Valley Adjudication Judgment (Judgment). On February 28, 2024, FCGMA approved invoicing the WY2023 Basin Assessment in two equal installments of \$32. Invoices for the first installment were sent electronically to Water Right Holders on March 8, 2024, and payments were due on or before April 5, 2024. Under the Judgment, unpaid Basin Assessment amounts become delinquent 30 days after they are due and shall bear interest at the current real property tax delinquency rate for Ventura County. (Judgment, Exh. A, § 2.8.2.)

FCGMA records indicate you did not pay the full amount of your WY2023 Basin Assessment on or before May 6, 2024. Accordingly, your WY2023 Basin Assessment is delinquent and shall bear interest at the current real property tax delinquency rate for Ventura County, which is 10% per year. The attached invoice has been prepared to include the amount of your delinquency payment and the new total amount for your WY2023 Basin Assessment. Please remit payment to FCGMA as provided in the attached invoice as soon as possible.

Failure to pay your Basin Assessment in full may result in (i) adverse impact to your “Good Standing” under the Judgment; (ii) prevent the purchase, sale, or transfer of your Water Right Allocation; (iii) the Watermaster petitioning the Court for an enforcement order to lien your property or foreclose your Allocation; and/or (iv) other injunctive or monetary relief to ensure compliance with the Judgment. (Judgment, §§ 4.12.3, 5.2.6; Exh. A, §2.8.2.)

Please contact the Watermaster at [LPV.Watermaster@ventura.org](mailto:LPV.Watermaster@ventura.org) with any questions.



## ITEM 6C

# Fox Canyon Groundwater Management Agency (FCGMA) Scheduled Meetings for Calendar Year 2024



## Board Regular Meetings

*Fourth Wednesday, monthly*

January 24 <sup>th</sup>	1:30 pm	BOS
February 28 <sup>th</sup>	1:30 pm	BOS
March 27 <sup>th</sup>	12:30 pm	BOS
April 24 <sup>th</sup>	12:30 pm	BOS
May 22 <sup>nd</sup>	12:30 pm	BOS
June 26 <sup>th</sup>	12:30 pm	BOS
July 24 <sup>th</sup>	12:30 pm	BOS
^^August 28 <sup>th</sup>	12:30 pm	LPAR
September 25 <sup>th</sup>	12:30 pm	BOS
October 23 <sup>rd</sup>	12:30 pm	BOS
November	N/A	N/A
^^December 4 <sup>th</sup>	12:30 pm	ACR

## \*Board Special Meetings

*Second Friday, monthly*

January 12 <sup>th</sup>	1:30 pm	BOS
February 9 <sup>th</sup>	1:30 pm	BOS
March 8 <sup>th</sup>	1:30 pm	BOS
April 12 <sup>th</sup>	1:30 pm	BOS
May 10 <sup>th</sup>	1:30 pm	BOS
June 13 <sup>th</sup>	3:00 pm	BOS
July 9 <sup>th</sup>	11:00 am	BOS
^^August 9 <sup>th</sup>	1:30 pm	LPAR
September 13 <sup>th</sup>	1:30 pm	BOS
October 11 <sup>th</sup>	1:30 pm	BOS
^^November 8 <sup>th</sup>	1:30 pm	MPR
December 13 <sup>th</sup>	1:30 pm	BOS

## \*Executive Committee Meetings

*Third Thursday, every 3 months*

March 21 <sup>st</sup>	2:00 pm	ACR
June 20 <sup>th</sup>	9:00 am	LPAR
September 19 <sup>th</sup>	9:00 am	ACR
December 19 <sup>th</sup>	9:00 am	MPR

## \*Operations Committee Meetings

*First Monday, every 2 months*

February 5 <sup>th</sup>	2:00 pm	MPR
April 1 <sup>st</sup>	2:00 pm	MPR
June 3 <sup>rd</sup>	2:00 pm	MPR
August 5 <sup>th</sup>	2:00 pm	MPR
October 7 <sup>th</sup>	2:00 pm	MPR
December 2 <sup>nd</sup>	2:00 pm	MPR

## \*Fiscal Committee Meetings

LPV Watermaster	May 14 <sup>th</sup>	2:00 pm	ACR
LPV Watermaster	June 10 <sup>th</sup>	2:00 pm	ACR
FCGMA	June 11 <sup>th</sup>	2:00 pm	LPAR
FCGMA	July 9 <sup>th</sup>	8:30 am	MPR
FCGMA	August 9 <sup>th</sup>	1:30 pm	LPAR

### Key

\*All meetings listed with an asterisk (\*) are subject to necessity.

	<b>Already Occurred</b>
Meeting Date & Time	<b>Did Not Hold Meeting</b>

^^All Regular and Special Board meetings will be held in the Board of Supervisors Hearing Room (BOS) unless noted.

ACR = Atlantic Conference Room

LPAR = Lower Plaza Assembly Room

MPR = Multi-Purpose Room

This brochure may help with locating conference rooms in the Hall of Administration:

<https://docs.vcrma.org/images/pdf/planning/brochures/HOA-Brochure-Map.pdf>

## ITEM 8



June 24, 2024

Direct Dial:  
Email:  
Reply to:  
File No:

949.851.7409  
mstaples@jacksontidus.law  
Irvine Office  
10547-128970

### **VIA E-MAIL AND U.S. MAIL**

Board of Directors  
Fox Canyon Groundwater Management Agency  
Las Posas Valley Watermaster  
800 South Victoria Avenue  
Ventura, CA 93009-1610  
[FCGMA@ventura.org](mailto:FCGMA@ventura.org)

**Re: *Las Posas Valley Water Rights Coalition, et al. v. Fox Canyon Groundwater Management Agency, et al.*: (1) Notification of Violation of Landowner Notice Requirements; and (2) Demand for Preservation of Evidence**

Dear Honorable Board Members:

We represent landowners asserting overlying water rights in the Las Posas Valley Groundwater Basin ("Basin") who were not provided mailed or posted notice of the action entitled *Las Posas Valley Water Rights Coalition, et al. v. Fox Canyon Groundwater Management Agency, et al.*, Santa Barbara County Superior Court Case No. VENC100509700 (the "Basin Adjudication"), in violation of the streamlined adjudication statutes (see, e.g., Code of Civil Procedure ("CCP") § 836(d); Water Code §§ 10720.5(c)).

Nevertheless, the Judgment incorrectly concludes at page 2, Paragraph E:

All holders of fee title to real property in the Basin were identified using the assessors records of the County of Ventura, and were served the Notice, Complaint, and Form Answer by registered mail, return receipt requested as required by Code of Civil Procedure section 836. Where the physical address of the real property differed from the mailing address of the holder of fee title, the Notice, Complaint, and Form Answer were mailed by registered mail, return receipt requested, to the physical address of the real property and the mailing address of the holder of fee title. A notice of completion of mailing was filed with the Court on June 3, 2019, consistent with Code of Civil Procedure section 836.

Plaintiffs' Notice of Completion of Mailing filed June 3, 2019 and the supporting Declaration of Jennifer M. Keough, CEO of JND Legal Administration LLC ("JND"), do not

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Irvine, California 92614  
t 949.752.8585 f 949.752.0597

Westlake Village Office  
2815 Townsgate Road, Suite 200  
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support the Judgment's conclusion that the requirements for notice under Code of Civil Procedure section 836 were complied with, and we found no other supporting evidence in the Court Docket. JND did not respond to our informal requests for information about addresses to which the Adjudication Notice Packets were mailed, which return receipts were received, or which parcels were posted with Adjudication Notice Packets.

Additionally, the Judgment entered in the Basin Adjudication fails to allocate groundwater to the Omitted Rights Holders, fails to reflect their water right priorities, does not treat them equitably as compared to the parties who participated in the Basin Adjudication, and does not take into account the groundwater used by those of our clients who are small farmers, all in violation of CCP section 850(a). Therefore, we are submitting this formal Demand for Preservation of Evidence in an effort to maintain Fox Canyon Groundwater Management Agency ("FCGMA") and Las Posas Valley Watermaster ("Watermaster") Documents and information related to whether notice was provided as required by law for purposes of potential litigation/alternative dispute resolution.

### **Litigation Hold and Preservation of Evidence**

*The Omitted Rights Holders hereby demand that FCGMA and the Watermaster preserve all Documents<sup>1</sup>, tangible things, and electronically stored information ("ESI" as defined below) potentially relevant, and/or reasonably calculated to lead to the discovery of admissible evidence relating to:*

- *Plaintiffs' mailed notices, posted notices and published notices of the Basin Adjudication required by CCP § 836(d);*
- *Plaintiffs' request to FCGMA for names and addresses of persons reporting extractions within the Basin required by CCP § 836.5(a); and*
- *FCGMA's response to Plaintiffs' request required by CCP § 836.5(b).*

As demanded in this letter, the requirement to maintain all Documents and information also pertains to any individual and/or entity working on behalf, or at the direction, of FCGMA or the Watermaster. This includes all employees, officers, directors, attorneys, accountants, partners, representatives, agents, independent contractors, divisions, and any third parties acting

---

<sup>1</sup> The term "Documents" and/or "Document" has the broadest meaning permissible pursuant to California Evidence Code § 250 and includes, without limitation, all writings, papers, books, records, memoranda, contracts, pictures, photographs, printouts, electronic data compilations, diskettes, tapes, media, and all other tangible things upon which any hand writing, typing, printing, drawing, representation, photostatic or copy, magnetic or electronic impulse, or other form of communication recorded or reproduced, and includes preliminary drafts, studies, analyses and reports as well as any and all non-identical copies of any of the foregoing now in the possession, custody, or control of each person, and her, his, or its counsel, agents, employees, and any and all persons acting on her, his, or its behalf. "Documents" includes all electronic and physical versions of any documents, including ESI.

on behalf of FCGMA or the Watermaster, whether or not those third parties are paid in performing their duties.

FCGMA and the Watermaster must anticipate that information either relevant to, and/or reasonably calculated to lead to the discovery of admissible evidence in, this matter is in its possession, custody, or control. The requested information includes all documents initially in FCGMA's or the Watermaster's possession, custody, or control and/or created by FCGMA or the Watermaster, as well as all Documents and information obtained by FCGMA or the Watermaster during the course of the Basin Adjudication, whether through formal discovery or otherwise. Such information may reside, without limitation, on current and former computer systems and removable electronic media, all computer systems, services, servers, and devices (including all remote access and wireless devices) used in any way relating to the Basin Adjudication, including, without limitation, phones and tablets, online repositories, and on other storage media and sources, voice and video recording systems, cloud storage services, servers, and social networking accounts. This may include, but not be limited to, Documents stored on the personal devices of Watermaster employees and/or those working on its behalf and/or at its direction (including all lawyers, consultants, experts, employees and independent contractors).

Electronically stored information ("ESI") shall be afforded the broadest possible meaning and includes, without limitation, potentially relevant information stored electronically, magnetically, optically, or otherwise as and on:

- Digital Communications (e.g., electronic mail ("email"), voicemail, text messages, WhatsApp messages, Facebook Messenger messages, or messages stored on SIM cards)
- Email Servers (e.g., Microsoft 365, Gmail, or Microsoft Exchange databases)
- Word Processed Documents (e.g., Microsoft Word, Apple Pages, or Google Docs files and drafts)
- Spreadsheets and Tables (e.g., Microsoft Excel, Apple Numbers, or Google Sheets files and drafts)
- Presentations (e.g., Microsoft PowerPoint, Apple Keynote, or Google Slides files and drafts)
- Social Networking Sites (e.g., Facebook, Twitter, Instagram, or LinkedIn)
- Online "Cloud" Repositories (e.g., Drive, OneDrive, Box, DropBox, iCloud, AWS, or Azure)
- Calendar, Journaling, and Diary Application Data (e.g., Microsoft Outlook PST, Google Calendar, or iCal)
- Online Access Data (e.g., Temporary Internet Files, Web cache, Google history, cookies)
- Routers and any other internet access devices
- Encrypted messages

ESI resides not only in areas of electronic, magnetic, and optical storage media

reasonably accessible, but also in areas that may not be deemed reasonably accessible. Regardless, FCGMA and the Watermaster are obligated to preserve potentially relevant evidence that resides in areas both reasonably accessible and not reasonably accessible, even if such ESI is not anticipated to be produced or claims may be made that such ESI is confidential or privileged from disclosure.

It is hereby demanded that FCGMA and the Watermaster act immediately to preserve potentially relevant Documents, tangible things, and ESI, including, without limitation, information with the earlier of a "Created" or "Last Modified" date on or after January 1, 2018 through the date of this demand and continuing thereafter.

Adequate preservation of ESI requires more than simply refraining from efforts to delete, destroy, or dispose of such evidence. FCGMA and the Watermaster must intervene to prevent loss due to routine operations or active deletion by employing proper techniques and protocols to preserve ESI. Many routine activities serve to irretrievably alter evidence and constitute unlawful spoliation of evidence.

Nothing herein shall be read to limit or diminish any concurrent common law and statutory obligations to preserve Documents, tangible things, and other potentially relevant evidence. These duties and obligations exist under federal and state law, and require FCGMA and the Watermaster to preserve evidence of the subject-matter of litigation from the moment such litigation is reasonably anticipated. (*See e.g., Montoya v. Orange County Sheriff's Dept.*, 987 F.Supp.2d 981, 1010 (C.D. Cal. 2013) (citing *Apple Inc. v. Samsung Electronics Co., Ltd.*, 881 F.Supp.2d 1132, 1136 (N.D. Cal. 2012).) Since the Basin Adjudication was filed on March 27, 2018, such preservation must date back at least that far, but we are demanding preservation back to January 1, 2018. Further, "[w]hen a company or organization has a document retention policy, it is obligated to suspend that policy and implement a litigation hold to ensure the preservation of relevant documents after the preservation duty has been triggered." (*Apple Inc. v. Samsung Electronics Co., Ltd.*, *supra*, 881 F.Supp.2d at 1137.) The failure to preserve evidence may result in sanctions against FCGMA and the Watermaster. (*See, e.g., Kwan Software Eng'g, Inc. v. Hennings* (2020) 58 Cal.App.5th 57, 74; *Kim v. R Consulting & Sales, Inc.* (2021) 67 Cal.App.5th 263, 268–269.)

### **Suspension of Routine Destruction**

Demand is hereby made that FCGMA and the Watermaster immediately initiate a hold for potentially relevant ESI, Documents, and tangible things and to act diligently and in good faith to secure and audit compliance with such hold. Demand is further made that FCGMA and the Watermaster immediately identify and modify or suspend features of their information systems and devices that, in routine operation, operate to cause the loss of potentially relevant ESI, if such features or operations exist. Examples of such features and operations may include, without limitation:

- Purging the contents of email and messaging repositories by age, quota, or other criteria;

- Using data or media wiping, disposal, erasure, or encryption utilities or devices;
- Overwriting, erasing, destroying, or discarding backup media;
- Re-assigning, re-imaging, or disposing of systems, servers, devices, or media;
- Running "cleaner" or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories or non-renewal of online accounts;
- Using metadata stripper utilities;
- Disabling server, packet, or local instant messaging logging; and
- Executing drive or file defragmentation, encryption, or compression programs.

### **Guard Against Deletion and Spoliation**

FCGMA and the Watermaster should anticipate the potential that their employees, officers, directors, attorneys, accountants, bookkeepers, consultants, partners, representatives, agents, independent contractors, divisions, and/or any third parties acting on their behalf, or at their direction, may seek to hide, destroy, or alter ESI. FCGMA and the Watermaster must act to prevent and guard against such actions. Especially where machines were used for internet access or personal communications, it must be anticipated that users may seek to delete or destroy information they regard as personal, confidential, incriminating, or embarrassing, and, in so doing, may also unintentionally delete or destroy potentially relevant ESI.

FCGMA and the Watermaster must take affirmative steps to prevent anyone with access to their data, systems, accounts, and archives from seeking to modify, destroy, or hide potentially relevant ESI wherever it resides (such as by deleting or overwriting files, using data shredding and erasure applications, re-imaging, damaging or replacing media, encryption, compression, steganography, or the like).

### **Preservation in Native Forms**

FCGMA and the Watermaster must anticipate that ESI, including, without limitation, emails, text messages, Documents, spreadsheets, presentations, and databases, will be sought in the form(s) in which it is ordinarily maintained (i.e., native form). Accordingly, demand is hereby made that FCGMA and the Watermaster preserve ESI in such native forms, and ensure that no methods be employed to preserve ESI that removes or degrade the ability to search the ESI by electronic means or that make it difficult or burdensome to access or use that information.

It is also requested that FCGMA and the Watermaster refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible. This includes, but is not limited to, maintaining all metadata.

### Metadata

FCGMA and the Watermaster should anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location, and dates of creation and last modification. Application metadata is information automatically included or embedded in electronic files, but which may not be apparent to a user, including deleted content, draft language, commentary, tracked changes, speaker notes, collaboration and distribution data, and dates of creation and printing. For email, metadata includes all header routing data and Base 64 encoded attachment data, in addition to the To, From, Subject, Received Date, CC, and BCC header fields.

Metadata may be overwritten or corrupted by careless handling or improper preservation, including by carelessly copying, forwarding, or opening files.

### Servers

With respect to servers used to manage email (*e.g.*, Microsoft 365, Gmail, Microsoft Exchange) and network storage (referred to as a "network share"), the complete contents of all relevant custodians network share and email accounts must be preserved. If FCGMA or the Watermaster is uncertain whether the preservation method they plan to employ is one that we will deem sufficient, please contact the undersigned.

### **Home Systems, Laptops, Phones, Tablets, Online Accounts, Messaging Accounts, and Other ESI Sources**

Though we expect that FCGMA and the Watermaster will act swiftly to preserve data on office workstations and servers, they also must determine whether any home or portable systems or devices may contain potentially relevant data. To the extent that any potentially relevant emails or other digital communications have been sent or received, or potentially relevant Documents have been created or viewed away from the office, the contents of systems, devices, and media used for these purposes (including not only potentially relevant data from portable or home computers, but also from external storage devices, thumb drives, CD-R/DVD-R disks, and the user's phone, tablet, voice mailbox, or other forms of ESI storage) must be preserved.

Similarly, if FCGMA or the Watermaster use(d) online or browser-based email and messaging accounts or services/servers (such as Gmail, Yahoo Mail, Microsoft 365, Slack, Apple Messaging, WhatsApp, or the like) to send or receive potentially relevant messages and attachments, the contents of these account mailboxes and messages must be preserved.

### **Ancillary Preservation**

The Omitted Rights Holders demand FCGMA and the Watermaster preserve passwords, keys, and other authenticators required to access encrypted files or run applications, along with the installation disks, use manuals, and license keys for applications required to access the ESI.

### **Paper Preservation of ESI is Inadequate**

As hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for, or cumulative of, electronically stored versions. If information exists in both electronic and paper forms, FCGMA and the Watermaster should preserve both forms.

### **Agents, Attorneys, and Third Parties**

FCGMA and the Watermaster's preservation obligations extend beyond ESI in their care, possession, or custody and includes ESI in the custody of others that are subject to the direction or control of FCGMA or the Watermaster. Accordingly, it is hereby demanded that FCGMA and the Watermaster immediately notify any current or former employees, officers, directors, attorneys, accountants, bookkeepers, consultants, partners, representatives, agents, independent contractors, divisions, and/or third parties acting on their behalf in possession of potentially relevant ESI to preserve such ESI and all relevant evidence to the full extent of the obligations to do so referenced in this letter, and take reasonable steps to secure their compliance.

We are available to discuss reasonable preservation steps at your convenience; however, FCGMA and the Watermaster must not defer preservation steps pending such discussions, as ESI and other evidence may be lost or corrupted because of delay. Should the failure to preserve potentially relevant evidence result in the corruption, loss, or delay in production of evidence to which the Omitted Rights Holders are entitled, such failure would constitute spoliation of evidence.

***Please confirm by June 28, 2024 that FCGMA and the Watermaster have taken the steps outlined in this letter to preserve all Documents, tangible things, and ESI potentially relevant to this matter.***

Sincerely,



Michele Staples

Cc: Arne Anselm, Interim Executive Officer, [Arne.anselm@ventura.org](mailto:Arne.anselm@ventura.org)  
Tiffany North, County Counsel, County of Ventura, [tiffany.north@ventura.org](mailto:tiffany.north@ventura.org)  
Jason Canger, Assistant County Counsel, County of Ventura, [jason.canger@ventura.org](mailto:jason.canger@ventura.org)  
Elizabeth Ewens, Stoel Rives, [elizabeth.ewens@stoel.com](mailto:elizabeth.ewens@stoel.com)





June 24, 2024

Direct Dial: 949.851.7409  
Email: [mstaples@jacksontidus.law](mailto:mstaples@jacksontidus.law)  
Reply to: Irvine Office  
File No: 10547-128970

**VIA E-MAIL AND U.S. MAIL**

Board of Directors  
Fox Canyon Groundwater Management Agency  
Las Posas Valley Watermaster  
800 South Victoria Avenue  
Ventura, CA 93009-1610  
[FCGMA@ventura.org](mailto:FCGMA@ventura.org)

**Re: *Las Posas Valley Water Rights Coalition, et al. v. Fox Canyon Groundwater Management Agency, et al.*: Public Records Act Request**

Dear Honorable Board Members:

Pursuant to the California Public Records Act (the “Act”) (Gov. Code, §§ 7920.000–7931.000), we request that the Fox Canyon Groundwater Management Agency (“FCGMA”) and FCGMA in its role as Watermaster under the action entitled *Las Posas Valley Water Rights Coalition, et al. v. Fox Canyon Groundwater Management Agency, et al.*, Santa Barbara County Superior Court Case No. VENCI00509700 (the “Basin Adjudication”), produce the following “public records” as that term is defined by Section 7920.530 of the Act dated on or after January 1, 2018:

1. Any and all public records, including internal and external memoranda and communications, containing information relating to any request made by Plaintiffs in the Basin Adjudication pursuant to Code of Civil Procedure, Section 836.5 for the names and addresses of persons reporting extractions within the Las Posas Valley Groundwater Basin (“Basin”), including any response FCGMA made to such request.
2. Any and all public records, including internal and external memoranda and communications, containing information relating to Plaintiffs’ identification of assessor parcel numbers and physical addresses of all real property in the Basin and the names and addresses of all landowners in the Basin using the records of the Ventura County Assessor pursuant to Code of Civil Procedure section 836(d)(1)(A).

Irvine Office  
2030 Main Street, Suite 1500  
Irvine, California 92614  
t 949.752.8585 f 949.752.0597

Westlake Village Office  
2815 Townsgate Road, Suite 200  
Westlake Village, California 91361  
t 805.230.0023 f 805.230.0087

[www.jacksontidus.law](http://www.jacksontidus.law)

3. Any and all public records, including internal and external memoranda and communications, containing information relating to notice of the Basin Adjudication mailed by registered or certified mail, return receipt requested, to landowners in the Basin pursuant to Code of Civil Procedure, Section 836(d)(1)(B).
4. Any and all public records, including internal and external memoranda and communications, containing information relating to notice of the Basin Adjudication posted on parcels of land within the Basin pursuant to Code of Civil Procedure, Section 836(d)(1)(C).
5. Any and all public records, including internal and external memoranda and communications, containing information relating to notice of the Basin Adjudication published in newspapers of general circulation in Ventura County pursuant to Code of Civil Procedure, Section 836(d)(1)(D).

This request for public records applies to any applicable “writing” as defined under Section 7920.545 of the Act, including, but not limited to, any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Under the California Constitution, the people have “the right of access to information concerning the conduct of the people’s business[.]” (See Cal. Const., Art. I, § 3(b).) In furtherance of that constitutional right, this request must be construed broadly and any asserted exemptions construed narrowly. (See *ibid.*) Regardless, we believe that all of the requested public records are subject to public inspection and disclosure under the Act. If FCGMA or the Watermaster should nevertheless decide to withhold any of the requested public records, please identify the record along with the justification for withholding in writing within ten (10) days after receipt of this request, in accordance with Sections 7922.000 and 7922.540, subdivision (a), of the Act and/or 5 U.S.C. section 552, subdivision (b) of FOIA. In that correspondence please identify the records within the scope of the request that will be withheld from disclosure and the justification for such withholding, including: (1) identities of the author and recipients of the documents (including recipients copied); (2) the date prepared; (3) the privilege being asserted; and, (4) the subject matter of the document. (See Gov. Code, §§ 7922.000, 7922.540, subd. (a).)

Fox Canyon Groundwater Management Agency  
RE: Public Records Act Request  
June 24, 2024  
Page 3

To minimize duplication costs, please advise as to whether the documents can be provided in electronic format or the anticipated costs for production. Otherwise, please contact us when the records are available for review.

Sincerely,

A handwritten signature in blue ink that reads "Michele Staples". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Michele Staples

Cc: Arne Anselm, Interim Executive Officer, [Arne.anselm@ventura.org](mailto:Arne.anselm@ventura.org)  
Tiffany North, County Counsel, County of Ventura, [tiffany.north@ventura.org](mailto:tiffany.north@ventura.org)  
Jason Canger, Assistant County Counsel, County of Ventura, [jason.canger@ventura.org](mailto:jason.canger@ventura.org)  
Elizabeth Ewens, Stoel Rives, [elizabeth.ewens@stoel.com](mailto:elizabeth.ewens@stoel.com)

# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY



## BOARD OF DIRECTORS

**Eugene F. West**, Chair, Director, Camrosa Water District  
**Kelly Long**, Vice Chair, Supervisor, County of Ventura  
**David Borchard**, Farmer, Agricultural Representative  
**Lynn Maulhardt**, Director, United Water Conservation District  
**Tony Trembley**, Mayor, City of Camarillo

## INTERIM EXECUTIVE OFFICER

**Arne Anselm**

## MINUTES

Minutes of the Fox Canyon Groundwater Management Agency's (FCGMA) **Board Regular Hybrid Meeting** held **Wednesday, June 26, at 12:30 P.M.**, in the **Board of Supervisor's Hearing Room and via Zoom.**

### 1. Call to Order

Chair Eugene F. West called the meeting to order at 12:31 P.M.

### 2. Pledge of Allegiance

Director Trembley led the Pledge of Allegiance.

### 3. Directors Present

Chair Eugene F. West (teleconferencing from Seattle, WA)  
Director Kelly Long (acting as Chair in-person while Chair West attends remotely)  
Director Lynn Maulhardt  
Director Tony Trembley  
Director Borchard (recused during closed session)  
Alternate Director Michael Craviotto (attendance during closed session)

#### Agency Staff Present

Alberto Boada, County Counsel  
Jason Canger, Assistant County Counsel  
Arne Anselm, Interim Executive Officer  
Farai Kaseke, Assistant Groundwater Manager  
Elka Weber, Management Assistant/Clerk of the Board  
Robert Hampson, Groundwater Specialist

### 4. Agenda Review

No agenda revisions were made.

### 5. Public Comments

12:33 P.M.

No public comments were made.

### 6. Executive Officer's Comments

12:34 P.M.

Arne Anselm noted he has been the Agency's Interim Executive Officer for three months and currently the Agency is experiencing many unique demands. Mr. Anselm noted in the last three months the Agency has held four Board meetings, three GSP workshops, three fiscal committee meetings, and an executive committee meeting. Non-routine efforts by staff include the church well destruction, an ongoing staffing needs analysis; the DWR required 5-year GSP evaluation; and administration of the \$15.2 million SGMA grant, including the \$5 million for monitoring wells that the Agency is drilling. To help your Board and stakeholders, staff have revised the agenda to provide more clarity on LPV items. Implementation of the LPV Adjudication Judgment is also a unique demand at this time including contacting for support, building reporting infrastructure, issuing new Judgment-specific allocation-based assessments, collection efforts, and development of new reporting tools to collect information required by the Judgment, the contracting and formation of the TAC. In addition, staff have developed a budget for the LPV Watermaster, and are working to develop a new budget format for FCGMA as requested by the Fiscal Committee. The OPV Adjudication will be starting soon which is expected to be a great burden on staff resources. This high level of change and activity the Agency is experiencing creates unforeseen challenges with competing priorities and has led to confusion among stakeholders and increased communication demands (calls, emails, drop-ins, appointments). With all of that going on, Mr. Anselm reiterated that hiring and recruiting capable staff is still one of his top priorities; he noted that a new Administrative Assistant, Cynthia Rodriguez, has joined the team, and that the recruitment for the water quality specialist opened today.

**7. Board Member Comments**

12:36 P.M.

No Board comments were made.

**CORRESPONDENCE AGENDA:**

**8. Correspondence** from Laurel Servin, member of LPV Watermaster PAC, regarding securing Directors and Officers liability insurance for the LPV Watermaster advisory committees, dated June 12, 2024.

**CONSENT AGENDA:**

12:37 P.M.

**9. Approval of Minutes** of the May 22, 2024, Board Regular meeting.

**10. Approval of Minutes** of the June 13, 2024, Board Special meeting.

Director Maulhardt made a motion to approve the Consent Agenda as presented. Director Borchard seconded the motion. The motion passed unanimously.

**REGULAR AGENDA:**

**Fox Canyon Groundwater Management Agency Items**

**11. Update to Groundwater Sustainability Plan Five-Year Evaluations, Workshops, and Timeline**  
12:38 P.M.

Robert Hampson, Hydrologist, presented an update on the ongoing GSP evaluation and amendments work, noting that the past month has seen the Agency complete report preparation that addresses corrective actions recommended by the California Department of Water Resources (DWR); model scenarios and analysis, including adding additional model scenarios; and hosting a technical workshop for OPV on May 30 that was very well attended and resulted in further analysis.

The project's timeline has been updated per the Board's feedback as follows: the third workshop has been moved a month earlier, so it allows additional time for stakeholders to review and digest the report before the fourth workshop occurs six weeks later. The draft report is expected to be released, distributed, and published online for public review in August 2024; the third workshop will now occur six weeks later, in September; all comments, whether delivered verbally during the workshop or submitted in writing will be due a week after the September public workshop. Revisions will occur during the month of October, and the final draft with GSP Amendments is anticipated to be released in November 2024 prior to the fourth workshop, also in November. The Agency expects the Board to formally adopt the GSP Amendments during its December 4, 2024, Board Regular meeting, which will then allow for submittal to DWR by the January 2024 deadline.

Mr. Hampson noted that the Las Posas Valley Basin Technical Advisory Committee (TAC) will be reviewing the report and its revisions, but their official review sessions have not been added to the timeline until we have a firmer idea of their meeting schedule.

Mr. Hampson discussed some preliminary model findings and how the volatility of factors such as recharge, time horizon, and hydrology impact sustainable yield. He noted that management shifting pumping levels in the Lower and Upper Aquifers and moving pumping out of saline intrusion areas can optimize pumping may result in a higher operating sustainable yield. Pumping closer to the ocean and farther from it both produce different results than a blanket reduction. Mr. Hampson said as priorities allow after the GSP Amendments are adopted more analysis on the model scenarios can shed light on how moving pumping can increase sustainable yield.

At 12:49 P.M., the Board gave comments. Director Maulhardt stressed that all analysis needs to be completed in its proper phase for the GSP Amendment to stay on track for its deadline. Director Long suggested that the TAC receives the initial draft as early as possible to allow for their review and commentary. Chair West commended Mr. Hampson's comments on basin optimization and noted that, with the model scenarios included in this project and revisiting this strategy in the future provides hope for a higher sustainable yield. Director Trembley noted his appreciation for accelerating the workshop schedule per the Board's recommendation and asked after the fifty-year time horizon included in the model scenarios. Mr. Hampson and Director Long clarified that the time horizon was recommended by DWR for the Sustainable Groundwater Management Act (SGMA). Director Trembley asked if the fifty-year cycle makes sense from a practical level, and Mr. Hampson voiced his agreement, noting that one wet and one dry cycle was selected for the time horizon in the project's analysis. Director Long noted that it can be very helpful for the stakeholders to understand the DWR recommendations and parameters that are included in the project. She stressed that, no matter what reports the Agency writes, it is very important to both follow the DWR and SGMA rules and to have transparency in how they are incorporated. Director Trembley agreed with Director Long and then noted that perhaps extending the time horizon as it makes sense for model scenario analysis in the future could be revisited after the GSP Amendment project is complete.

Public comment was given by Rob Grether, LPV Policy Advisory Committee (PAC) Vice Chair. Mr. Grether noted that the LPV Adjudication Judgment's review deadlines for TAC involvement

have already passed; he stressed his hope that future project timelines will include Committee review phases as required by the Judgment.

Director Long agreed with Mr. Grether and noted that incorporating hard dates as outlined in the Judgment in future projects would be a best practice. Director Maulhardt stressed that this project must meet its deadline but agreed that future projects should consider this best practice.

Executive Officer Arne Anselm noted that the GSP Amendments report is being written right now; he reiterated that the five-year evaluation is not an entirely new report, but a revision of the GSPs, incorporating new projects that have occurred within the past five years and analysis from the updated data and the modeling. Mr. Anselm suggested that staff return to the Board and explain the steps and key tasks taken along the way with each Agenda until the project is completed. Director Long agreed. Chair West stated that his preference would be a more collaborative process, with TAC brought into the drafting process. He suggested that, time permitting, TAC meet with staff before the draft is released for comment. This meeting might expedite revisions and reduce workload in the long road.

Director Borchard noted that he's heard comments about optimizing basin management via restructuring pumping between the Lower and Upper Aquifers for quite a while now, and said some of this strategy has been implemented, for example by United with their PTP pipeline, to favorable results. Moving the pumping around, and perhaps having the Agency act as facilitator for restructured pumping, can make the basins work better for everyone concerned. He voiced his support for this strategy and reminded the Board of their goal to maximize sustainable yield for all users, municipalities, farmers; Director Borchard commended where the GSP Amendment project is headed.

As this Item was presented for information only, no Board action was taken. Director Borchard moved to receive and file the information, and Director Trembley seconded the motion. At 1:15 P.M., the motion passed unanimously.

**12. Authorize the Executive Officer to Pay a Final Invoice from Vasquez & Company LLP for Professional Biennial Audit Services in the Amount of \$4,950 (for a Total Amount of \$24,950)** 1:15 P.M.

Arne Anselm presented the Item as described in the Board Letter, summarizing the actions and events leading up to the auditor surpassing the not-to-exceed amount as specified in their contract. Upon further negotiations, the auditor has agreed to a final invoice of \$4,950, of which upon payment the auditor will release the audit report overdue to the Agency.

Director Maulhardt made a motion to approve and authorize the Executive Officer to pay the invoice as recommended. Chair West seconded the motion.

Motion discussion: Director Borchard voiced his disappointment with this project's outcome and its lengthy process. Director Borchard stressed that audits need to be managed properly and completed in a timely fashion. Director Trembley agreed with Director Borchard and suggested the issue be referred to the Fiscal Committee for review and development of the audit process, as understanding and updating protocol will help to circumvent this issue happening in the future. Director Long agreed and requested that the Fiscal Committee also review the released audit report and make recommendations for following up on items reported on. Director Trembley agreed and added that he would like to see a check-in time built into the process time, with a meeting between the auditor and staff, that would perhaps involve an interview with the Chair.

Agency Counsel Alberto Boada noted that, per Board policy, any Action that involves an expenditure of funds does require a roll call vote.

Via a roll call vote at 1:24 P.M., the motion made by Director Maulhardt and seconded by Chair West passed unanimously.

### **Las Posas Valley Watermaster Items**

#### **13. Adoption of Resolution 2024-04 Cancelling the Second Installment of the Las Posas Valley Watermaster Basin Assessment for Fiscal Year 2023-24** 1:25 P.M.

Interim Executive Officer Arne Anselm presented the Item and provided background on Resolution 2024-04, noting that it is a follow up to Resolution 2023-03, which established a Basin Assessment of \$64.00 per acre-foot (AF) of Annual Allocation on Water Right Holders in the LPV Basin for Fiscal Year 2023-2024; during the February 28, 2024, Board Regular meeting, the Board directed the assessment be invoiced in two equal installments of \$32 per AF, the first installment to be issued on March 1, 2024, and the second installment on June 1, subject to an accounting of needs for the Watermaster. Mr. Anselm noted that the Fiscal Committee met on June 10, 2024, to discuss the Watermaster's year-end cash balance and draft budget for the coming Fiscal Year.

As of June 20, 2024, the Watermaster fund balance reflected:

- \$1,280,000 million invoiced (40,000 AF x \$32 per AF)
- \$1,183,007.33 collected
- \$597,667 projected year-end expenditures
- \$586,340 projected year-end balance (which does not include any reimbursement to FCGMA for funds expended on the legal appeal of the Watermaster Rules, roughly \$400,000, of which the Fiscal Committee has recommended the cost be split equally between the Agency and the Watermaster).

In summary, Mr. Anselm informed the Board of the Fiscal Committee's recommendation, that the LPV Watermaster waive collection of the second installment of FY 23/24 Basin Assessment, while increasing collection efforts on delinquent payments, and while beginning the levying of assessments quarterly after adoption of the FY 2024/25 LPV Watermaster Budget.

Director Long stated that this Item is good news and asked for Board and public comment. Chair West commented that the philosophy of this Agency has always been to change course as needed to ensure we do not over collect fees.

Director Trembley made a motion to Adopt Resolution 2024-04 as presented. Director Borchard seconded the motion. Via roll call vote at 1:30 P.M., the motion passed unanimously.

#### **14. Fiscal Committee Recommendations on Collection and Enforcement Efforts of the Las Posas Valley Watermaster Basin Assessment** 1:30 P.M.

Executive Officer Anselm presented the item and stated that lack of timely payments created a cash flow issue for the LPV Watermaster. As of this meeting, more delinquent payments have been received, leaving a balance due of approximately \$100,000. Collection efforts to date included clearly identifying the due date and Judgment requirements for timely payment on Initial Basin Assessments and sending a notice of delinquency alongside a delinquency invoice to all delinquent assessments, including plain language explaining how the delinquent WMID is



assessed Basin Interest Charges at the current real property tax delinquency rate for Ventura County, per the Judgment (Exh. A, 2.8.2).

Per 7.3, Section 5.2.6 of the Judgment, LPV Watermaster Enforcement powers are as follows:

- Petition the Court to issue enforcement orders:
  - to seek a judgment lien from the Court; or
  - to foreclose an Allocation to be Transferred to Watermaster to either be retired or Transferred to another Party to satisfy any delinquent Basin Assessments or Overuse Assessments,
- If the Watermaster is required to take legal action for the collection delinquent assessments, it shall also recover costs of suit, attorney's fees, and reasonable costs of collection [WM Rules § 2.8.2].
- Watermaster may also withhold approval of any transfer until full payment of any delinquent assessments [Jdg. § 4.12.3].

Authorities under the Fox Canyon Groundwater Management Act and SGMA include:

- SGMA allows the Agency may bring suit for the collection of delinquent fees, including interest of 1% per month and a 10% penalty including a Cease-and-Desist order on pumping.
- FCGMA allows for an injunction restraining and prohibiting the operation of delinquent well, and the Agency may bring suit for the collection of delinquent pump charges with interest of 1% per month and a 10% penalty.

Director Maulhardt asked if the two different entities are accumulative in the delinquency assessment; if enforcement efforts may be pursued by both entities, FCGMA and Watermaster, each applying 10% penalties. Agency Counsel Alberto Boada responded that while LPV Watermaster could perhaps seek collection of 20% penalties, he is unsure whether the Court would impose that action. Director Long stated that she would support issuing enforcement under one. Director Trembley stated that the quickest and most robust way to ensure action from people who haven't paid is to proceed with enforcement under 5.2.6 of the Judgment; he noted that this is the Fiscal Committee's recommendation.

Executive Officer Anselm continued his presentation, focusing on the Fiscal Committee's recommendations:

1. LPV Watermaster should attempt direct contact of delinquent WMIDs through telephone or other available means to inform them of the need for payment and the enforcement policy.
2. A second notice of delinquent payment should be sent requiring payment within ten calendar days.
3. If payment is not received within ten days, then a second and final notice shall be sent requiring payment within an additional ten calendar days including a warning that...
4. If payment is not received within the additional ten days, the LPV Watermaster shall petition the court to issue enforcement orders and recover interest thereon, costs of suit, attorney's fees, and costs of collection.
5. No transfers shall be approved until full payment of any delinquent assessments.

Director Long asked whether the current process for FCGMA debt collection is similar or would the Watermaster be creating collection procedures anew. Agency Counsel Alberto Boada responded that it is a new process; currently, the Agency files a collection action; a separate lawsuit against a pumper for failure to pay pump fees. Mr. Boada continued that, under the

Judgment, Watermaster may pursue collection without filing a separate lawsuit. Watermaster can file the petition with the Court that is overseeing implementation and ask the Court to impose.

Director Trembley stated that the LPV Watermaster will be starting from the premise that the Assessment is already delinquent by the time the delinquency notice goes out; the Fiscal Committee then recommends sending a second notice – which may be most practical sent out after 60 days past the due date – after those who have not paid should be batched and sent to collections.

Executive Officer Anselm noted that the PAC has been very helpful in following up with individual delinquent water right holders. He noted that the delinquency list included in the Executive Officer's Administrative Report is shared with all on the Agency notification list and is posted on the website.

Public comment was given by:

Rob Grether, LPV Policy Advisory Committee (PAC) Vice Chair, and  
Bert Perello, City of Oxnard and FCGMA Alternate Director.

Chair West clarified that the enforcement options included in the Fiscal Committee's recommendations are sourced directly from the Judgment. Director Trembley describes these recommendations as assertive and prudent; he reminded the Board that implementing the Judgment is new, and water right holders need to get used to the new routine. Those who do not pay will not be subsidized by those who do. We need to set the standards for response now, at the beginning, which helps people manage expectations over time.

The Board agrees with the Fiscal Committee's recommendations as presented and expects that staff will return to the Board for approval as an action item, should they petition the Court, as described in recommendation 4.

Director Trembley asked that this be brought back to the Fiscal Committee and formalized as policy. With regards to recommendation 4: should staff wish to petition the Court, they should agendaize a closed session Item for the Board to take action in future meetings. Executive Officer Anselm noted that no LPV Watermaster policy document has been created to date, and Director Trembley agreed that it will begin with these recommendations.

As this Item was presented for information only, no Board action was taken. Director Maulhardt moved to accept the Item as presented, and Director Trembley seconded the motion. Via roll call vote at 2:10 P.M., the motion passed unanimously.

## **15. Las Posas Valley Semi-Annual Extraction and Use Reporting Tool** 2:10 P.M.

Assistant Groundwater Manager Farai Kaseke presented a development update on the testing and schedule of the Las Posas Valley Semi-Annual Extraction and Use Reporting Tool, as required by the LPV Adjudication Judgment (4.5, Exh. A, Article V, and 4.10.1.2, Exh. A, 5.2).

Director Long requested that, if PAC has reviewed an Item and issued recommendations, their letter be included as an attachment to said Item.

Chair West noted that he is unsure whether the Judgment includes enforcement or data collection policies for recalcitrant reporters.

Public comment was given by Derek Knobel and by Rob Grether, in their capacity as growers. Mr. Grether noted, and Mr. Knobel agreed that the tool is not designed for reporting on well shares; when the water is extracted on one property and used on another property. Mr. Knobel also asked after the deadline for reporting and asked that future notices ask for feedback on the tool as it is still in development.

Dr. Kaseke noted that the tool does include the option to report estimates under the additional water sources category on the form. He noted that the tool is brand new and will be modified as needed based on stakeholder feedback; regarding the deadline, Dr. Kaseke stated that Watermaster is flexible to increasing the deadline, but that staff needs time to review the data.

Public comment was also given by Michael Craviotto, who noted that reporting using the tool for Fuller Falls Mutual Water Company was very straightforward and easy to use; he asked after FCGMA SAES reporting release dates. Executive Officer Anselm stated that FCGMA SAES will be released to LPV Basin pumpers soon, as in mid- to late-July, but the Agency did not want to overburden stakeholders or cause confusion by releasing FCGMA reporting alongside Watermaster reporting. Dr. Kaseke noted that LPV statements are also delayed because staff is discussing with counsel how best to align the SAES with reporting required by the Judgment in a way that does not overlap.

Director Maulhardt compared the Watermaster reporting tool with the FCGMA reporting database. He expressed his displeasure with the current FCGMA reporting database. He recommended that the reporting tool be highlighted as an ongoing Agenda Item for regular updates, so its development proceeds most effectively.

Director Long requested that a "Frequently Asked Questions" (FAQ) be added directly under the video tutorial for the reporting tool. Dr. Kaseke agreed but explained that the FAQ has not been prioritized due to other priorities and existing demands on staff. Director Trembley noted that RGS can provide support for a FAQ in their capacity as consultant on this project. Dr. Kaseke agreed that they might be able to assist in future, but at present, staff is guiding RGS during the tool's first release and use.

As this Item was presented for information only, no Board action was taken. Director Borchard moved to accept the Item as receive and file, and Director Trembley seconded the motion. Via roll call vote at 2:38 P.M., the motion passed unanimously.

### **CLOSED SESSION AGENDA**

**16. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9) PURSUANT TO GOVERNMENT CODE SECTION 54956.9, SUBDIVISION (d), PARAGRAPH (1): NAME OF CASE:** OPV Coalition et al v. Fox Canyon Groundwater Management Agency, Santa Barbara County Superior Court Case No. VENC100555357

Director Borchard recused himself from closed session at: 2:39 P.M.

Alternate Director Craviotto took his seat with the Board at: 2:39 P.M.

The Board adjourned to closed session at 2:40 P.M.

The Board returned from closed session at 3:57 P.M. Director Long announced that no action was taken during closed session.

### **17. Adjourn Board Meeting**

At 3:57 P.M., Director Long adjourned the Board meeting.

Submitted by:

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Elka Weber  
Management Assistant II, Interim Clerk of the Board

# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY



## BOARD OF DIRECTORS

**Eugene F. West**, Chair, Director, Camrosa Water District  
**Kelly Long**, Vice Chair, Supervisor, County of Ventura  
**David Borchard**, Farmer, Agricultural Representative  
**Lynn Maulhardt**, Director, United Water Conservation District  
**Tony Trembley**, Mayor, City of Camarillo

## INTERIM EXECUTIVE OFFICER

**Arne Anselm**

## MINUTES

Minutes of the Fox Canyon Groundwater Management Agency's (FCGMA) **Board Special Hybrid Meeting** held **Tuesday, July 9, at 11:00 A.M.**, in the **Multi-Purpose Room** and via **Zoom**.

### 1. Call to Order

Chair Eugene F. West called the meeting to order at 11:03 A.M.

### 2. Pledge of Allegiance

Chair West led the Pledge of Allegiance at 11:04 A.M.

### 3. Directors Present

Chair Eugene F. West  
Director Kelly Long (Teleconferencing from Woodinville, WA)  
Director Lynn Maulhardt  
Director Tony Trembley  
Alternate Director Michael Craviotto

Director David Borchard recused himself from the meeting and did not attend.

#### Agency Staff Present

Alberto Boada, County Counsel  
Jason Canger, Assistant County Counsel  
Arne Anselm, Interim Executive Officer  
Elka Weber, Management Assistant/Clerk of the Board

### 4. Agenda Review

No agenda revisions were made.

### 5. Public Comments

3:05 P.M.

No public comment was made.

### 6. Board Member Comments

3:05 P.M.

No Board comment was given.

Chair West adjourned the meeting to closed session at 11:05 A.M.

**CLOSED SESSION AGENDA:**

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9) PURSUANT TO GOVERNMENT CODE SECTION 54956.9, SUBDIVISION (d), PARAGRAPH (1):** NAME OF CASE: Las Posas Valley Water Rights Coalition v. Fox Canyon Groundwater Management Agency, Santa Barbara County Superior Court Case No. VENC10059700
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code, §54956.9) PURSUANT TO GOVERNMENT CODE SECTION 54956.9, SUBDIVISION (d), PARAGRAPH (1):** NAME OF CASE: OPV Coalition et al v. Fox Canyon Groundwater Management Agency, Ventura Superior Court Case No. 56-2021-00555357-CU-PT-VTA

Chair West resumed the meeting from closed session at 11:47 A.M. and announced that no Board action was taken during closed session.

**7. Adjournment**

Chair West adjourned the meeting at 11:48 A.M.

Submitted by:

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Elka Weber  
Management Assistant II, Interim Clerk of the Board

# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

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**David Borchard**, *Farmer, Agricultural Representative*  
**Lynn Maulhardt**, *Director, United Water Conservation District*  
**Tony Trembley**, *Mayor, City of Camarillo*

## INTERIM EXECUTIVE OFFICER

**Arne Anselm**

July 24th, 2024

Board of Directors  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1610

**SUBJECT: Update on Groundwater Sustainability Plan Five-Year Evaluations, Workshops, and Timeline – (Returning Item)**

**RECOMMENDATION:** Receive an update from Agency staff on Groundwater Sustainability Plan (GSP) five-year evaluations and provide feedback or direction as appropriate.

## BACKGROUND:

On March 27, 2024, the Board requested Agency staff provide updates on the preparation of the Groundwater Sustainability Plan Five-Year Evaluations at subsequent Board meetings. The Sustainable Groundwater Management Act (SGMA) requires that Groundwater Sustainability Agencies (GSAs) periodically evaluate their GSP(s) to “assess changing conditions in the basin that may warrant modification of the plan or management objectives and may adjust components in the plan.”

GSP Emergency Regulations require that GSAs evaluate their GSPs at least every five years and whenever the GSP is amended. The GSP evaluations are due to the Department of Water Resources (DWR) no later than January 13, 2025. GSP evaluations for the Oxnard Subbasin and Pleasant Valley Basin (collectively, the OPV Basin) and the Las Posas Valley Basin (LPV Basin) are being prepared by Agency staff in conjunction with Dudek, which prepared the original GSPs for the OPV Basin and the LPV Basin.

## KEY WORK COMPLETED

During the months of June and July, Dudek completed and analyzed additional model scenarios and continued to prepare drafts of each GSP evaluation. Agency staff is reviewing a draft of the OPV Basin GSP Evaluation and expects to receive and review a draft LPV Basin GSP Evaluation shortly.

Draft GSP evaluations will be made available for stakeholder review in August. Workshop No. 3, the 5-year Evaluation Review and Feedback, has been tentatively scheduled for September 9<sup>th</sup> and 10<sup>th</sup>, pending scheduling logistics.

## DEVELOPMENT TIMELINE

1. Stakeholder Engagement / Outreach – ongoing through January 2025
  - a. Workshop No. 1 (LPV & OPV): August 30, 2023 – Kick-off
  - b. Workshop No. 2: April 2024 – Modeling
    - i. LPV April 25, 2024
    - ii. OPV April 24, 2024
  - c. OPV Technical Workshop – April 30, 2024, 8:00 - 12:00
  - d. Workshop No. 3: September 2024 – 5-year Evaluation Review and Feedback
    - i. LPV September 2024
    - ii. OPV September 2024
  - e. Workshop No. 4 – November 2024 – GSP Amendment Review and Feedback
    - i. LPV November 2024
    - ii. OPV November 2024
2. Modeling and Data Analysis – July 2023 through June 2024
3. Board Meeting Discussions on Minimum Thresholds and Minimum Objectives - August 2024
4. Report Preparation – November 2023 through August 2024
  - a. Monitoring Network Review
  - b. New Information
  - c. Projects and Management Actions
  - d. Current Groundwater Conditions
  - e. Plan Element Review
  - f. Agency Action and Coordination
5. Report Review – August 2024 through November 2024
  - a. Public Review – August 2024
  - b. Technical Advisory Committee Review - August 2024
  - c. Report Revisions and 90-day notice of hearing to adopt – September 2024
  - d. Final Draft Report– November 2024
  - e. Board and public discussions on Final Draft - October and November 2024
  - f. FCGMA Board Adoption of Evaluation & Amendments – December 2024
  - g. Reports Submitted to DWR – January 2024

## CONCLUSION:

Staff recommends that the Board receive and file this report and provide feedback or direction as appropriate.

This letter has been reviewed by Agency Counsel. If you have any questions, please call me at (805) 654-3952.

Sincerely,



Robert Hampson  
FCGMA Hydrologist



# Groundwater Sustainability Plan Five-Year Evaluations

Item No. 12 – July 24, 2024



Robert Hampson  
Hydrologist



# Background

- SGMA requires Groundwater Sustainability Agencies to evaluate their GSPs at least every 5 years
- GSP emergency regulations specify minimum scope of evaluation
- Board approved a new contract with Dudek on December 9, 2022, including 5-year evaluations, amended Feb 28<sup>th</sup>, and May 22<sup>nd</sup>, 2024.
- DWR requires GSPs amended if evaluation leads to changes to projects or overall management of the basin



## Key Work Completed

- Report preparation
- Staff received Oxnard 5 Year Evaluation Draft
- Staff received Pleasant Valley 5 Year Evaluation Draft
- Las Posas Valley nearing delivery to Agency Staff for review

# GSP Evaluation Tasks and Schedule

GSP 5-Year Evaluation Tasks and Schedule



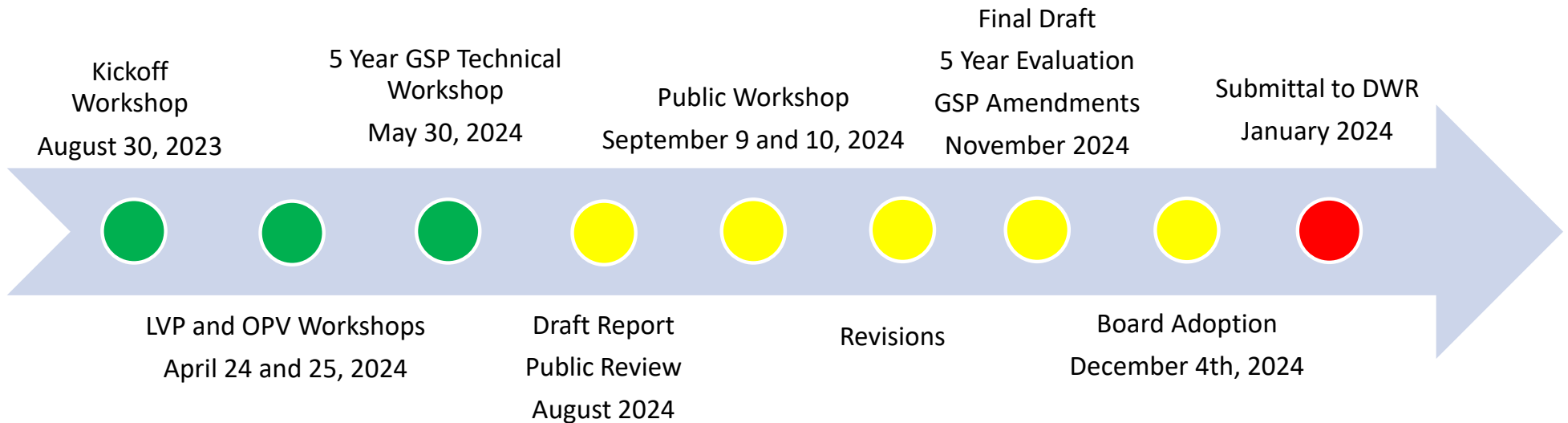
Activity	2023												2024												2025			
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A
Five Year GSP Evaluation																												
Stakeholder Engagement / Outreach																												
Workshop No. 1 - Process and Introduction																												
Workshop No. 2 - State of the Basins																												
Workshop No. 3 - Review and Comment on Draft 5-year evaluations																												
Workshop No. 4 - GSP Amendments																												
Technical Workshop - OPV modeling																												
Modeling and Data Analysis																												
Report Preparation																												
Monitoring Network Review																												
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Report Review																												
Public Review																												
Report Revisions																												
Final Report to FCGMA																												
FCGMA Board Adopts Reports																												
Reports Submitted to DWR																												



# Public Engagement

- The kick-off workshop on August 30, 2023
- LPV and OPV Workshops on April 24 and 25, 2024
- 5 Year GSP Eval Technical discussion May 30, 2024
  
- TAC and Public Review - August
- Workshop Number 3 – Review of Draft 5-year GSP Evaluation, early September 2024
- Workshop Number 4 – GSP Amendments November 2024

# Timelines



# Managing the Basin and 5 Year Evaluation

- Priority
  - Meeting DWR requirements
  - 20-year implementation
  - 30-year sustaining period
- Better data
  - Pumping
  - Projects
  - Calibration
  - Water levels
- Meeting OUR requirements



## In Summary

- First 5 Year Evaluation in California
- We are on track for the 5-year evaluations
- Next step is stakeholder review
- TAC review for LVP

First 5-Year Evaluation

# Groundwater Sustainability Plan for the Oxnard Subbasin

JULY 2024

Prepared for:

**FOX CANYON GROUNDWATER MANAGEMENT AGENCY**  
800 South Victoria Avenue  
Ventura, CA 93009-1610  
Contact: Farai Kaseke, PhD, [PMP,CSM](#)

Prepared by:

**DUDEK**  
605 Third Street  
Encinitas, California 92024  
Contact: Insert Name





# Recommendations

- Provide feedback and direction if desired
- Receive and file this presentation

# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

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**Tony Trembley**, *Mayor, City of Camarillo*

## INTERIM EXECUTIVE OFFICER

**Arne Anselm**

July 24th, 2024

Board of Directors  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1600

**SUBJECT: Presentation on United Water Conservation District's Extraction Barrier and Brackish (EBB) Water Treatment Project**

## RECOMMENDATION:

Receive presentations from Agency staff and United Water Conservation District (United) staff regarding United's proposed Extraction Barrier and Brackish (EBB) Water Treatment Project (EBB Project) including planned phasing, extraction rates, and potential risks and benefits of the project.

## BACKGROUND:

United has been developing the EBB Project over the last several years, with FCGMA staff participating as part of a Technical Advisory Committee during initial modeling in 2021. The EBB Project is intended to create a seawater intrusion barrier in the Oxnard Subbasin by extracting saline-impacted (brackish) groundwater at NBVC-Point Mugu from the Oxnard and Mugu Aquifers. This would maintain a pumping trough that helps prevent landward migration of seawater, which may increase the sustainable yield of the Oxnard Subbasin and may influence water levels in the adjacent Pleasant Valley Basin. In addition, in Phase 2 of the EBB Project, United is proposing to treat extracted water used to create the seawater intrusion barrier and deliver it to the Navy and other customers for their municipal, industrial, and/or agricultural use or for recharge in the Oxnard Forebay. Project components include construction of extraction barrier wells near Mugu Lagoon on NBVC, a reverse-osmosis treatment plant, and a conveyance system for distribution of treated water.

On August 25, 2021, the Board submitted a letter of support for United's application to the State Water Resources Control Board for grant funds for United's preliminary review and study of the EBB Project, including coastal brackish groundwater extraction wells, demonstration pumping, and monitoring wells in the Oxnard Subbasin. On January 26, 2022, the Board approved the addition of projects including the EBB Project to the list of projects it would consider including in amendments to the Oxnard and Pleasant Valley Basins (OPV Basins) Groundwater Sustainability Plans (GSP), which would make it eligible for future grant funding. In fiscal year 2021 -2022, United was awarded a subgrant of \$1,317,900 of the Agency's DWR Sustainable Groundwater Management Act Implementation Grant for construction of monitoring wells and data collection in the vicinity of the EBB Water Treatment Project.

The EBB Water Treatment Project requires significant State agency permitting including by the California Coastal Commission, State Water Resources Control Board, Division of Drinking Water, and Regional

Water Quality Control Board. The State agencies have expressed concern about the potential for pumping from the EBB wells to induce migration of contaminated shallow groundwater in the semi-perched aquifer to the underlying drinking water aquifers. If shallow groundwater contamination is mobilized, then the EBB Water Treatment Project is unlikely to receive the permits needed for construction and/or continued operation.

### **EBB PROJECT:**

In its current form, the EBB Project consists of two phases. Phase 1 is designed to test and study the creation of a seawater intrusion barrier, collect data to design Phase 2. This includes monitoring and test pumping for potential adverse results including intake of fresh groundwater and the migration of contaminated groundwater in the project area. Up to seven extraction wells would be constructed for Phase 1, with up to five wells installed in the Oxnard aquifer (approximately 250 feet deep) and up to two wells installed in the Mugu Aquifer (approximately 340 feet deep). Each well would be equipped with a pump designed to extract up to 500 acre-feet per year (AFY) for a combined total of 2,500 AFY extraction from the Oxnard aquifer and 1,000 AFY extraction from the Mugu aquifer, resulting in a total Phase 1 capacity of 3,500 AFY. The groundwater extracted during Phase 1 is anticipated to have a salinity like, or slightly less than, that of seawater and that of Mugu Lagoon, because the aquifers in the project area have been adversely affected by past intrusion of seawater. The extracted brackish water would be discharged back to Mugu Lagoon via a discharge facility consisting of a surface dissipater or a submerged diffuser. At this time, United is proposing to operate Phase 1 until Phase 2 is designed, permitted, constructed, and operational, which it projects will be approximately five years.

Currently, United is preparing an Initial Study, Mitigated Negative Declaration (ISMND), for EBB Phase 1 under the California Environmental Quality Act (CEQA), and the U.S. Navy is developing an Environmental Assessment (EA) for Phase 1 of the project under the National Environmental Policy Act (NEPA). The ISMND is expected to be completed in December 2024, and the EA is scheduled to be completed in March 2025.

Phase 2 of the EBB Project would include additional extraction wells, treatment of extracted water through a full-scale reverse-osmosis water treatment facility, and conveyance of treated water for use by NBVC Point Mugu, groundwater recharge, and/or potential direct use by neighboring users, and a connection to the Calleguas Salinity Management Pipeline for brine discharge. As currently planned, Phase 2 would include extraction and treatment of approximately 10,000 AFY of brackish groundwater. Although that volume may be adjusted based on results of Phase 1. Modeling conducted by United suggests that the EBB Project Phase 2 will also create a slight hydraulic gradient from the Grimes Canyon and Fox Canyon Aquifers upward toward the Mugu and Oxnard Aquifers in the vicinity of the proposed extraction wells, thereby removing brackish and saline groundwater in the Grimes Canyon and Fox Canyon Aquifers as well in the vicinity of Point Mugu. Agency staff understands that United has recently estimated the capital costs for Phase 2 to be approximately \$400 million, and that no funding has been secured for the EBB Project Phase 2.

As presented to the Board at multiple meetings over the past half year or so, the EBB Project was included in modeling scenarios for preparation of the five-year GSP Evaluation for the OPV Basins, modeling Phase 1 extractions at 3,500 AFY and Phase 2 extractions at 10,000 AFY.

### **DISCUSSION:**

As explained above, EBB Project Phase 1 consists of testing, monitoring, and studying the extractions necessary to create and maintain a seawater extraction barrier. Accordingly, United is proposing to extract up to 3,500 AFY of brackish groundwater from the Oxnard Basin the vicinity of NBVC Point Mugu and discharge the extracted groundwater to Mugu Lagoon, under a discharge permit to be obtained from the Regional Water Quality Control Board-Los Angeles. EBB Project Phase 1 is designed to monitor for intake

of fresh groundwater and migration of groundwater contamination, provide data necessary to design the EBB Project Phase 2.

At this time, United is not requesting to extract groundwater for Phase 1 of the EBB Project. Agency staff understands United plans to request the Board grant permission to extract 3,500 AFY from the Upper Aquifer System (Oxnard and Mugu aquifers) of the OPV Basins for Phase 1 of the EBB Project. Whether the Board decides to grant United permission to extract brackish water for the EBB Project should be made after United completes the requisite environmental review required by the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Only then will the Board, as a responsible agency under CEQA, be able to evaluate potentially significant groundwater impacts and approve those parts of the EBB Project within the Agency's jurisdiction (i.e., the approval of the 3,500 AFY allocation requested by United).

Agency staff informed United that it will need to prepare, at a minimum, a Monitoring and Contingency Plan prior to consideration by the Board of a special extraction allocation for the project. Specifically, the Monitoring and Contingency Plan would need to monitor for, and provide contingencies, for the following concerns:

1. Extraction is limited to saline-impacted brackish groundwater so that no freshwater is pumped from the extraction wells;
2. Nearby wells are not harmfully impacted by drawdown from the EBB extraction wells;
3. Migration of dissolved contaminants present in the overlying semi-perched aquifer;
4. Unexpected changes in groundwater quality or geochemical conditions in the Oxnard or Mugu aquifers; and
5. Inelastic land subsidence.

In April 2024, United provided Agency staff a preliminary draft Monitoring and Contingency Plan for discussion; they plan to provide a revised draft to the Agency later this year. United is in the process of constructing 18 new monitoring wells in the vicinity of the proposed extraction wells so that groundwater levels and quality can be monitored prior to and during the operation of EBB Project Phase 1. Any undesirable result detected during the monitoring phase will be responded to in an appropriate timeframe. Contingency Plan requirements generally include notification of potential issues to the Agency, evaluation of the causes of such issues, and modification of system operation if needed to prevent or mitigate such issues. The Monitoring and Contingency Plan would also need to address monitoring and potentially significant impacts that may be identified in the CEQA and NEPA documents in preparation by United and the Navy, respectively.

**CONCLUSION:**

Staff recommends that the Board receive and file the presentation and provide direction if desired.

This letter has been reviewed by Agency Counsel. If you have any questions, please call me at (805) 654-3952.

Sincerely,



Robert Hampson  
FCGMA Hydrologist

# Extraction Barrier Brackish Water Treatment



## Location:

An extraction barrier and brackish water treatment system will be constructed on the coast at Naval Base Ventura County Point Mugu. The treated water will be used as potable supply by the U.S. Navy; the remainder will be recharged or delivered for beneficial use in the Oxnard and Pleasant Valley basins.



## Project Description:

Extract coastal brackish (salinity too high for agriculture or human consumption) groundwater from aquifers to remediate effects of past seawater intrusion, develop a hydraulic barrier by intercepting landward flow of seawater, and desalinate the extracted groundwater for direct use or recharge.



## CURRENT STATUS

United has gathered and interpreted available geologic data in the project area and refined their existing groundwater flow model to include solute transport and refined aquifer layering. As part of a Proposition 1 planning grant, various scenarios for project scale, well locations and distribution of product water were completed in 2021. Initial modeling indicates pumping 3,500 acre-feet per year (AFY) can mitigate inland intrusion in the Upper Aquifer System, and larger projects are likely feasible.

United has begun conducting design, environmental and permitting work in coordination with the U.S. Navy, under a Memorandum of Agreement (MOA) and license agreement, and is constructing monitoring wells for the project in 2024. United has secured State grant funding to support construction of the monitoring wells, and anticipates securing grant funding to support construction of Phase I extraction wells in late 2024.



## BENEFITS/YIELD

### Phase I:

- Controls seawater intrusion with a groundwater extraction barrier
- Restores offshore groundwater gradients in coastal areas
- Removes saline and brackish groundwater from the Oxnard Plain and improves groundwater quality
- Supports and increases the sustainable yield of the Oxnard-Pleasant Valley basins

### Phase II:

- Enhances resilience of local water supplies (e.g. unaffected by droughts, providing alternate water supply)
- Treated water provides a high-quality water source available for all users including municipal, industrial, and agricultural customers, small mutual water companies, and disadvantaged communities
- Enables Naval Base Ventura County to meet its water goals







## Estimated Cost:

The capital cost is estimated at \$410 million for construction. State grant funding in the amount of \$9.9M has already been secured for some of the design, feasibility studies and monitoring costs. State funding is expected to be secured in mid-2024 to support construction of Phase I. Additional federal grants and financial support are being actively pursued to minimize capital costs. When the sustainable yield improvements to the basin are considered as well, the yield of the project, a combination of treated water and increased basin groundwater yield, would result in a larger benefit and lower cost capital and operational cost estimates.



## Current Funding Sources:

State Water Resources Control Board - Groundwater Grant Program

- \$122,563 - Round 1 Planning Grant
- \$8.45 million - Round 3 Implementation Grant

Department of Water Resources (DWR) - Sustainable Groundwater Management Grant Program

- \$1,317,900 for monitoring well construction

## Potential Funding Sources:

- United States Bureau of Reclamation - Water Infrastructure Improvements for the Nation (WIIN)
- DWR - Proposition 1 - Integrated Regional Water Management Grant Program
- Department of Defense (DOD) - Office of Local Defense Community Cooperation (OLDCC) - Defense Community Infrastructure Program (DCIP)
- California Ocean Protection Council (OPC) Prop 68

## Ask from United to Regulators, Legislators, Local Agencies, and Stakeholders:

Support for permitting this innovative project; funding assistance.



# Extraction Barrier and Brackish (EBB) Water Treatment Project

Item No. 13 – July 24, 2024



Robert Hampson  
Hydrologist



# Introduction

- Extraction Barrier and Brackish Water Treatment introduction – Phase I
- Project feasibility
- Management framework included GSP 5 Year Evaluation (Phase II)
- The road to sustainability



# **EXTRACTION BARRIER AND BRACKISH (EBB) WATER TREATMENT PROJECT, PHASE 1: DESCRIPTION, FORECASTED EFFECTS, AND MONITORING / CONTINGENCY PLAN**

**Presented at FCGMA Board of Directors Meeting  
July 24, 2024**



**First, thanks to FCGMA and Navy staff!**



MP 660

A1 195

CM#3

CM#7



## United's “ask” today:

1. That your Board receive a comprehensive description of Phase 1 of the EBB Water Treatment Project, Phase 1
  - *Will also touch on initial plans for Phase 2*
2. Receive a brief summary of the draft monitoring and contingency plan for Phase 1
  - *Conceptually similar to what your Board required for the NPV Desalter*
3. Provide input to Agency and United staff on what information and process your Board would like in order to grant permits for extraction wells and temporary pumping to remove brackish groundwater from aquifers
  - *United plans to begin construction of Phase 1 extraction wells in late 2025 or early 2026*



# **Ultimately asking for authorization to extract (remove) saline groundwater, without penalties or surcharges for exceeding our existing allocations**

From FCGMA Resolution 2016-04, for NPV Desalter:

“NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND RESOLVED AS FOLLOWS:

The Agency authorizes the Desalter Project as proposed by the City subject to the conditions described below.

1. The City is authorized to extract a maximum of 4,500 acre-feet per year (AFY) for operation of the Desalter Project, without incurring surcharges or penalties for exceeding its groundwater allocation.”
2. Yada, yada, yada...



# The Biggest Challenges to Groundwater Sustainability in OPV Basins:

1. **Groundwater pumping  
+ Other outflows** **>** **Groundwater recharge  
+ Other inflows**

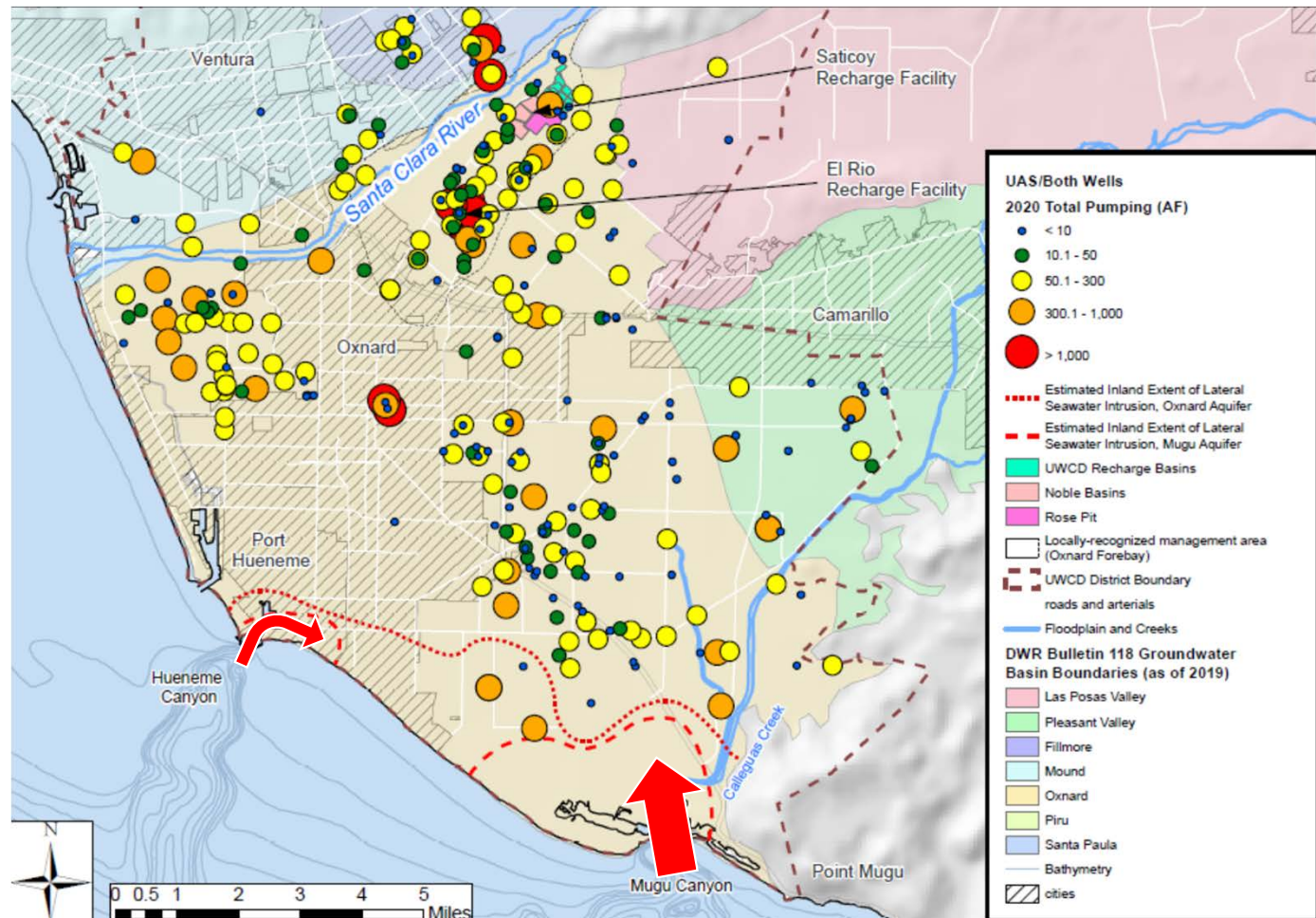
(Difference of ~13,000 acre-feet per year [AFY] reported in 2019 GSPs)

2. Seawater intrusion can persist even if basins “in balance,” forcing deeper cuts in water supply (10,000 to 20,000 AFY) if not directly addressed
- *To date, only the model scenarios that include the EBB Water Treatment project are capable of completely stopping or reversing seawater intrusion in the Lower Aquifer System near Point Mugu*

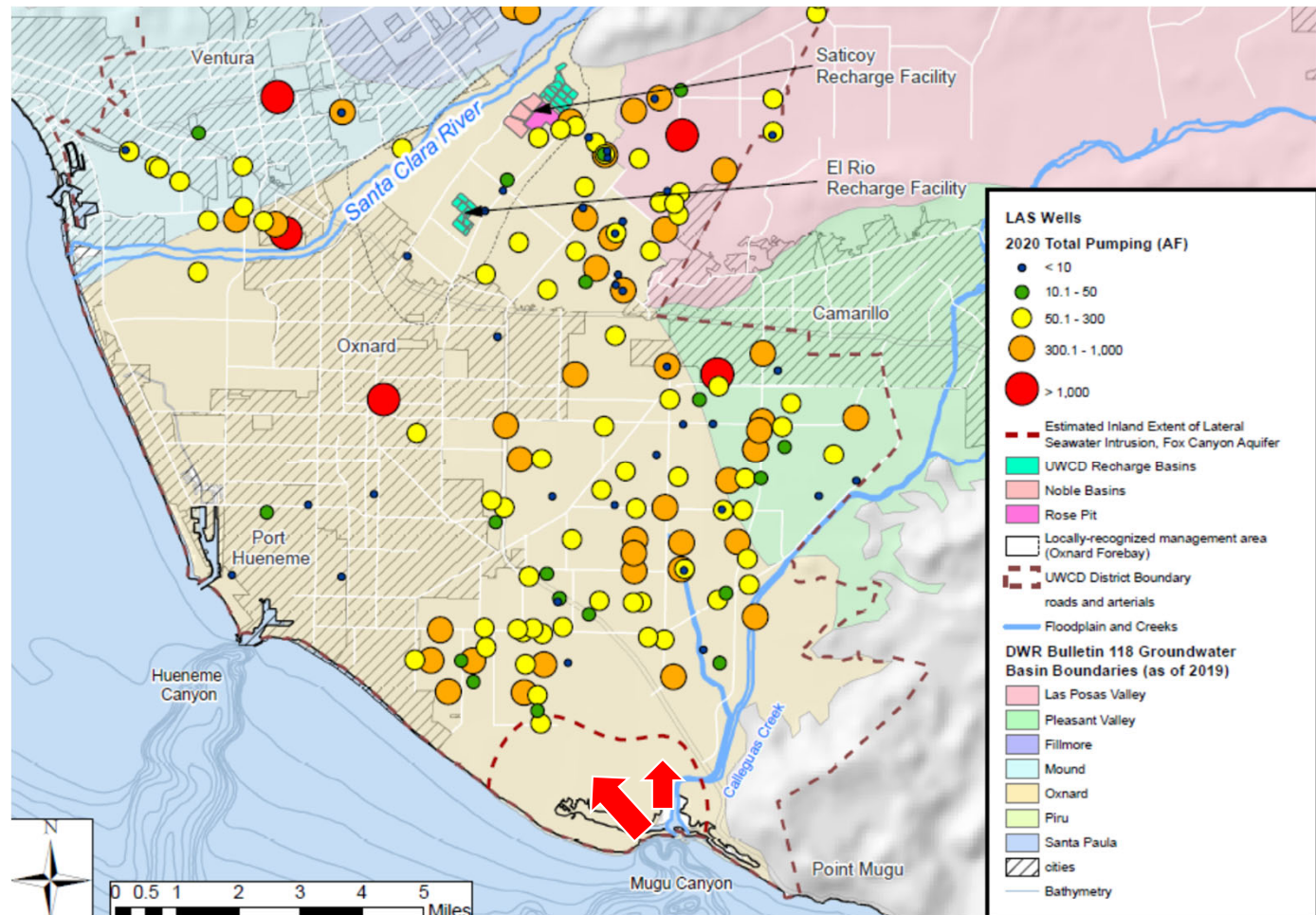




# Pumping and Seawater Intrusion in Oxnard and Mugu Aquifers, 2020



# Pumping and Seawater Intrusion in Fox Canyon Aquifer, 2020

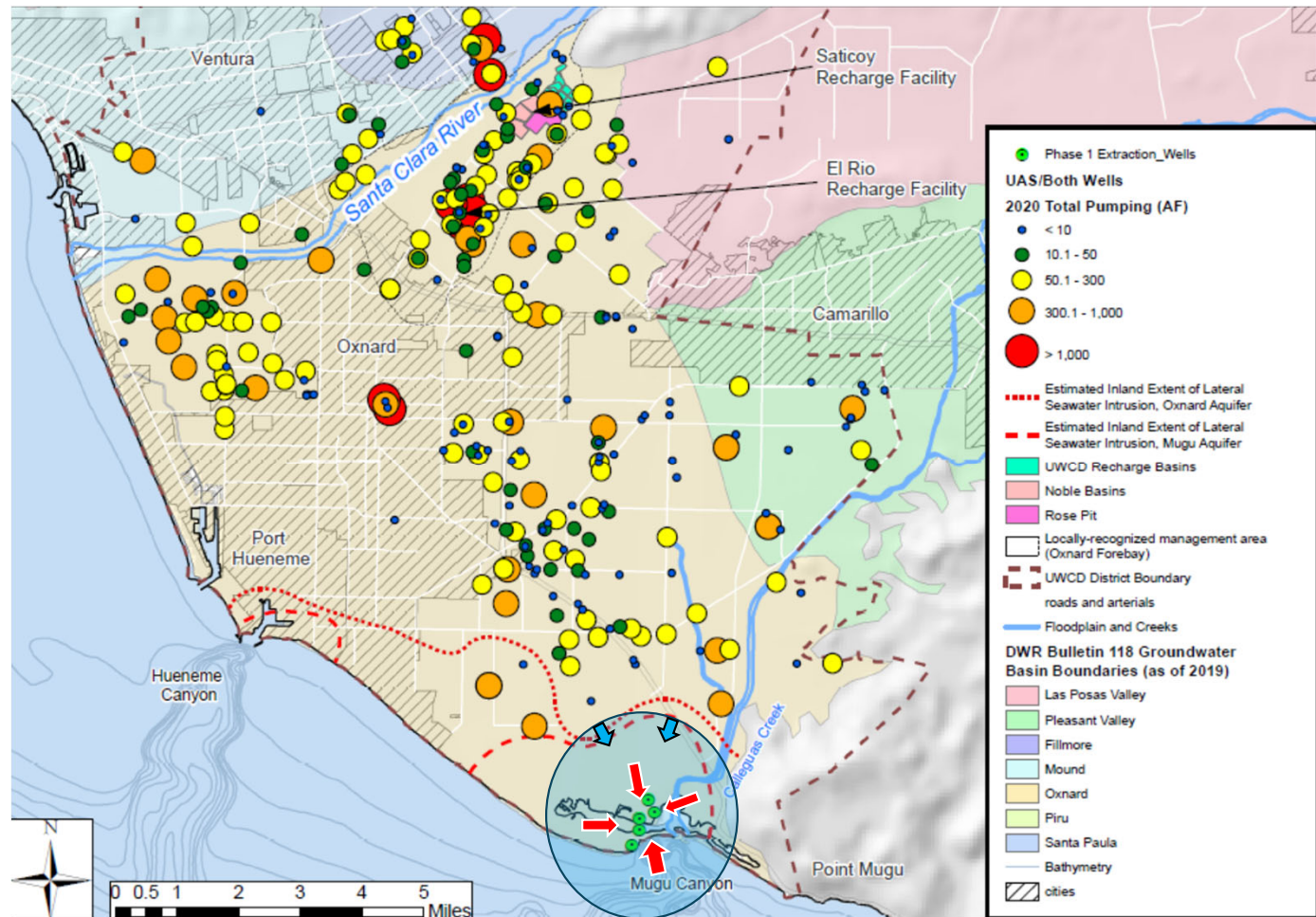




# EBB Water Phase 1

## Five locations:

- 4 to 5 Oxnard Aquifer wells
  - 2,000 to 2,500 AFY total
- 2 Mugu Aquifer wells
  - 1,000 AFY total
- Discharge of brackish to saline water to Mugu Lagoon
- No treatment (desalination) at this time
- Provide important data
- Begin removing intruded seawater



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## Shared Interest in Success with the U.S. Navy

From the Memorandum of Agreement for EBB **Phase 1** between United and the US Navy (dated Nov. 9, 2023):

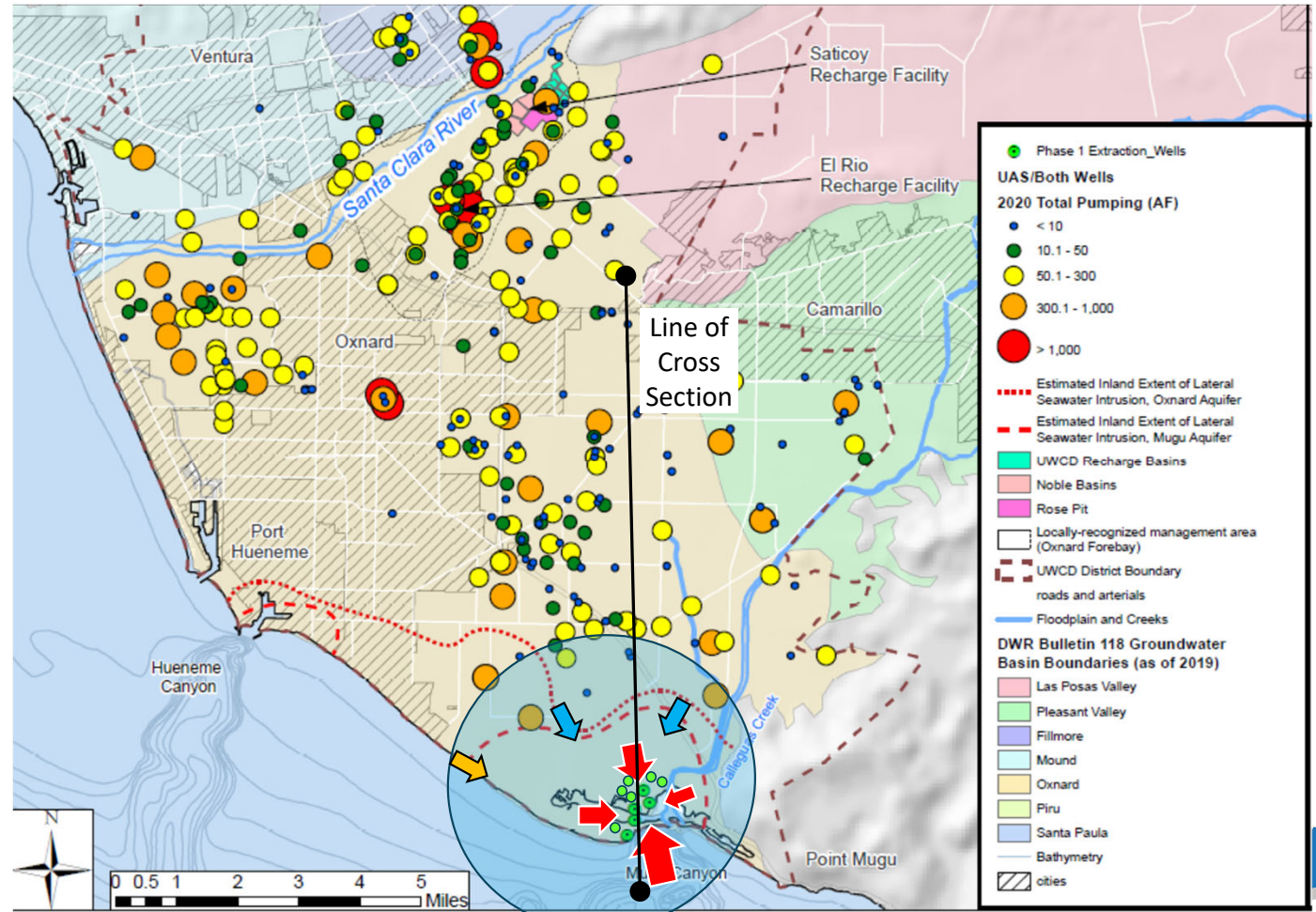
*“The EBB Water project aligns with reference (b) and the UWCD mission to provide clean and safe water to the Ventura County community and CNRSW’s mission to have installation water resiliency, redundancy, and **security of a critical utility (potable water); reduced risk of encroachment to NBVC Point Mugu; and continuing positive impact on the local community.**”*



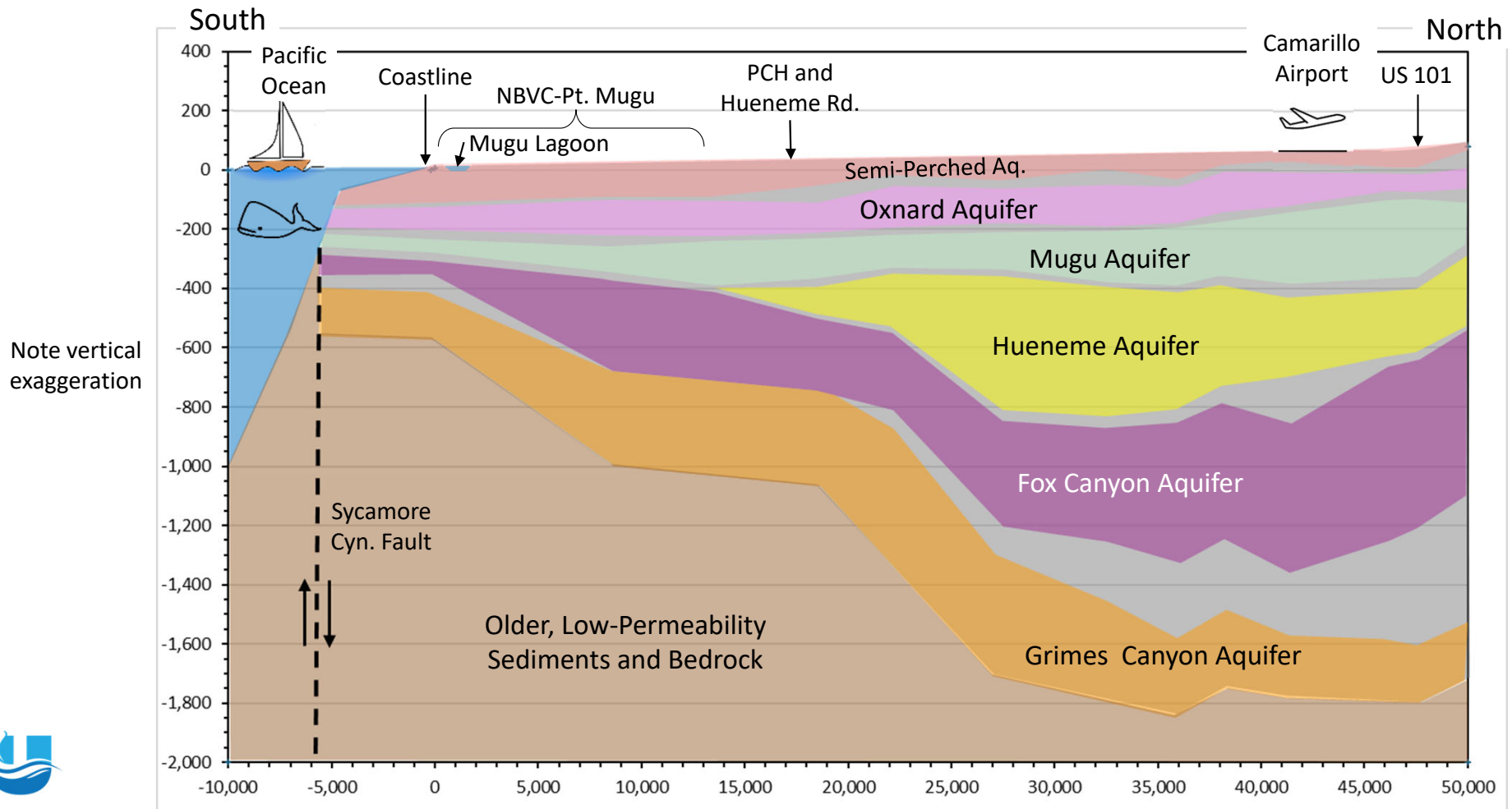
# EBB Water Phase 2

10 or more locations:

- Oxnard, Mugu, and possibly Fox Cyn. Aquifer wells
  - 10,000 or more AFY
- Continue removing intruded seawater
- Treatment of extracted saline to brackish groundwater for multiple uses
  - Secure Navy supply
  - Direct or indirect (following recharge) use by other basin stakeholders

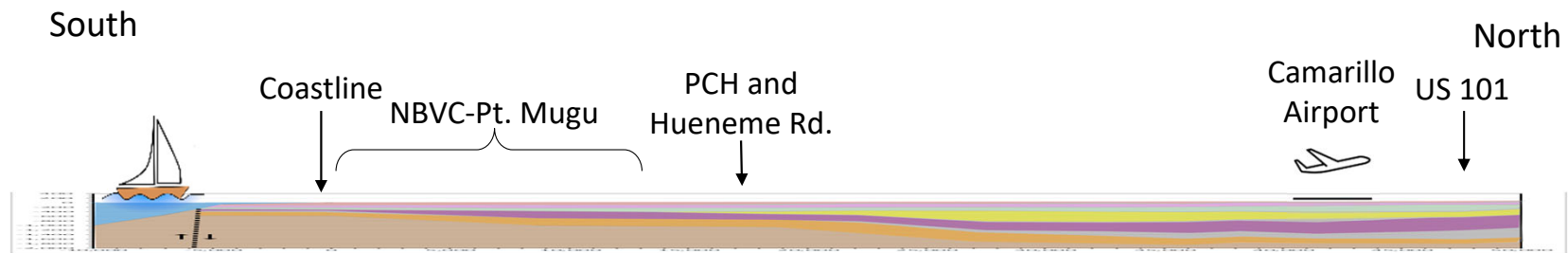


# North-to-South Cross-Sectional View

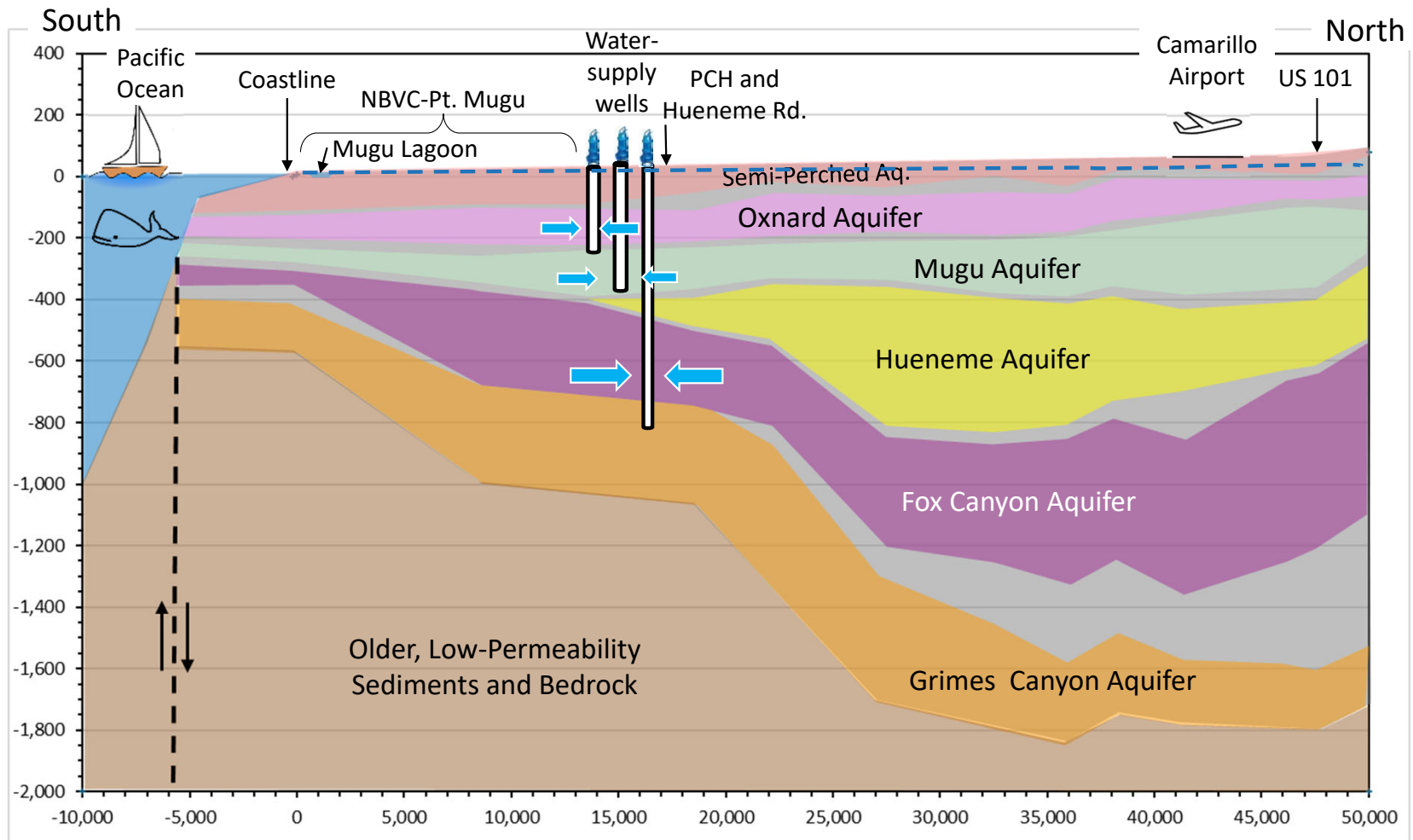




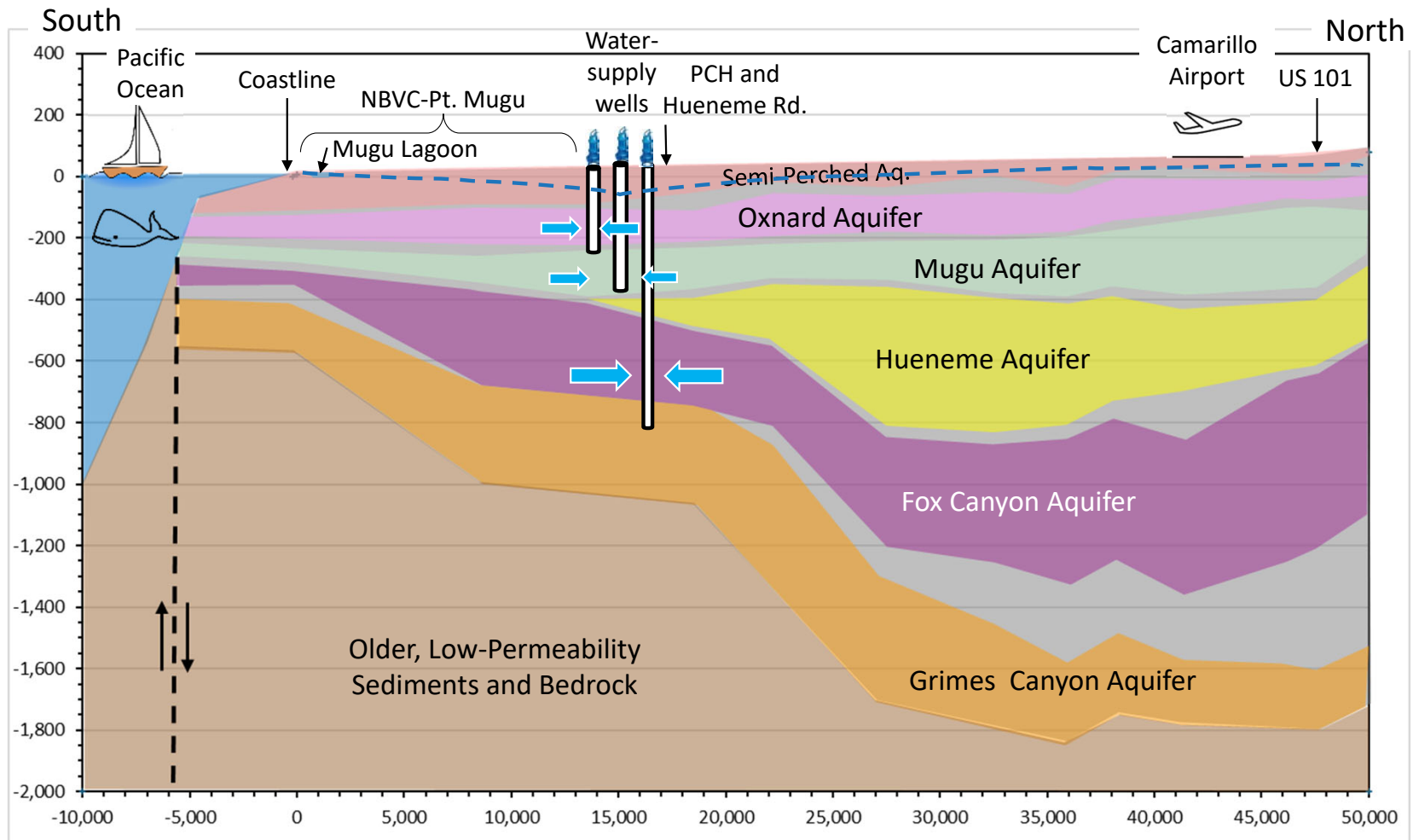
# North-to-South Cross-Sectional View (drawn to scale without vertical exaggeration)



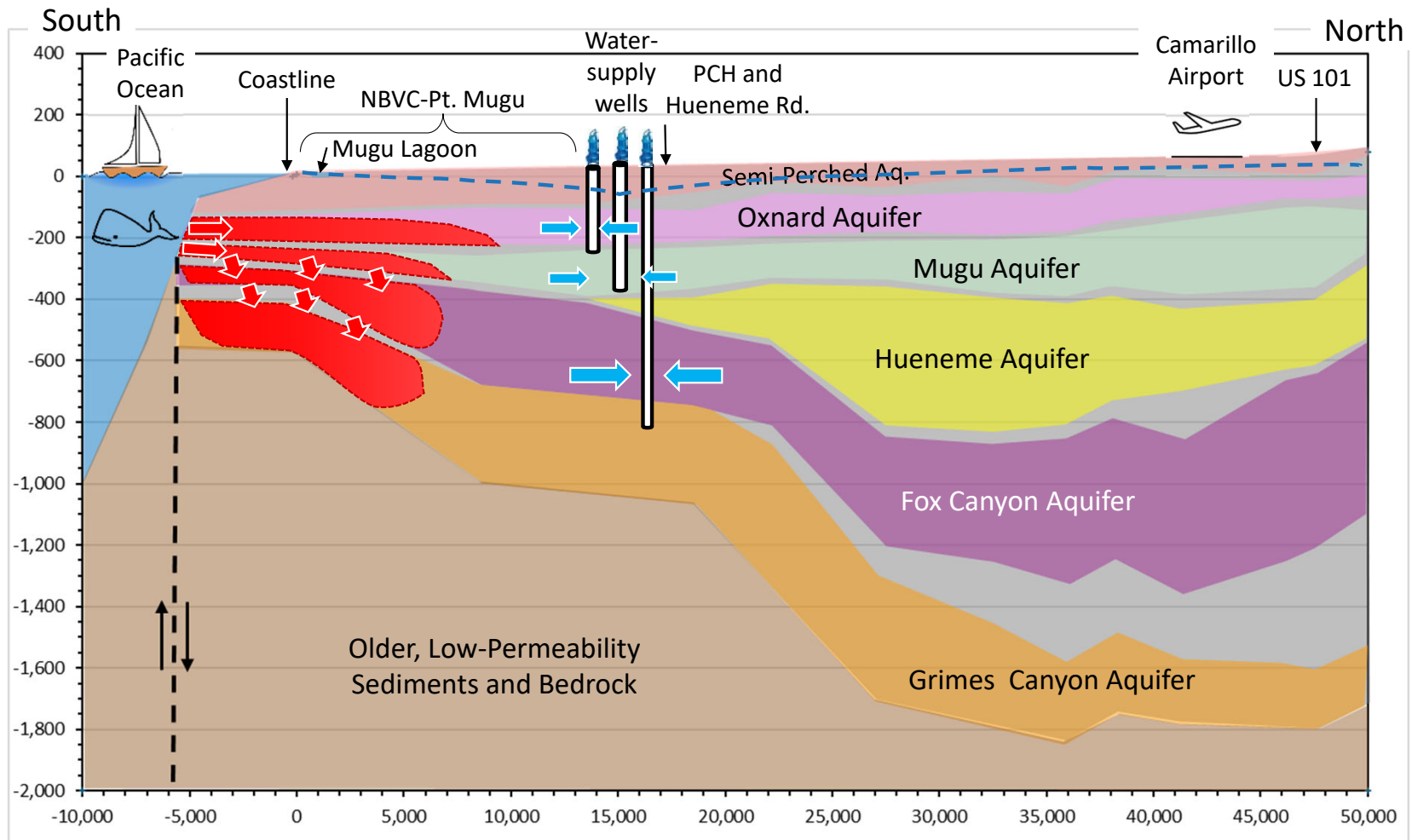
# North-to-South Cross-Sectional View



# North-to-South Cross-Sectional View

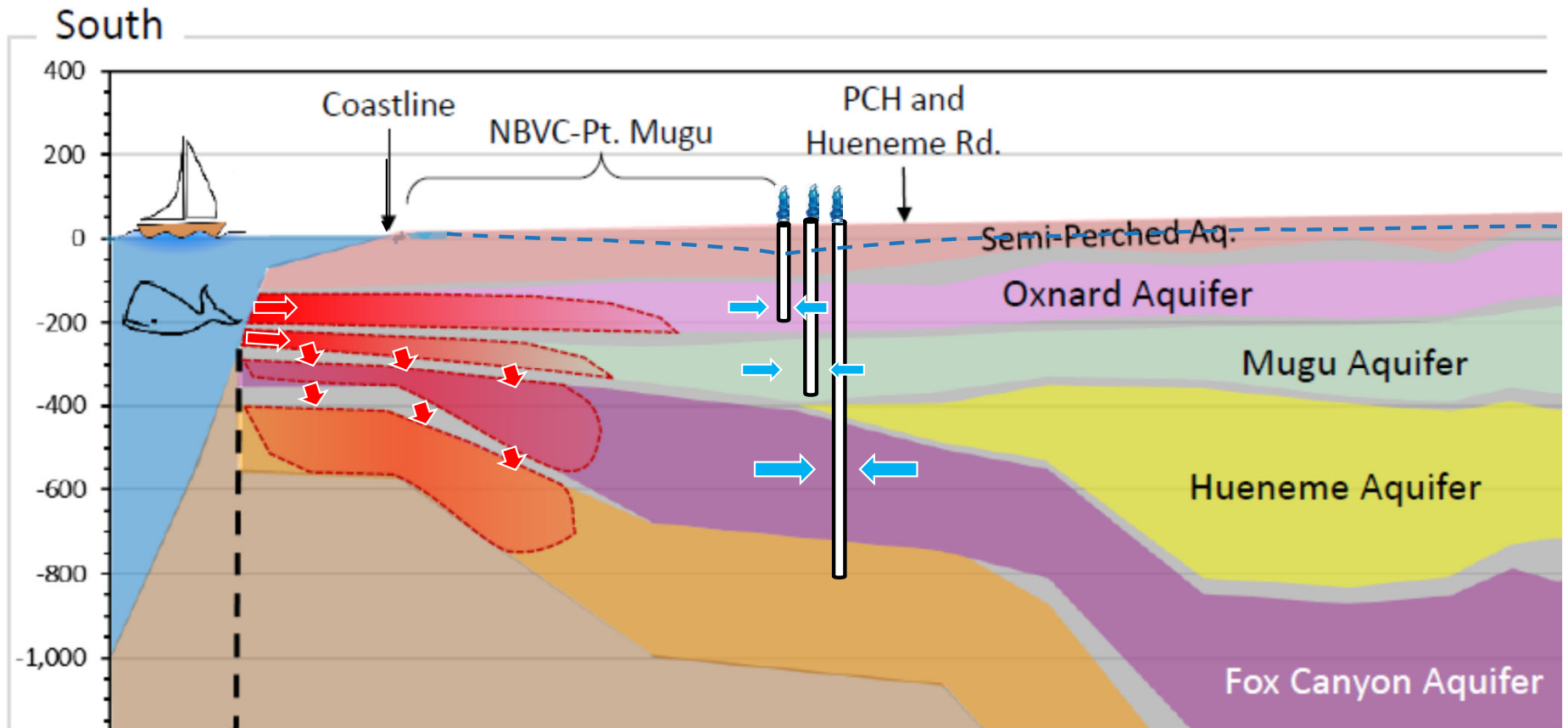


# North-to-South Cross-Sectional View

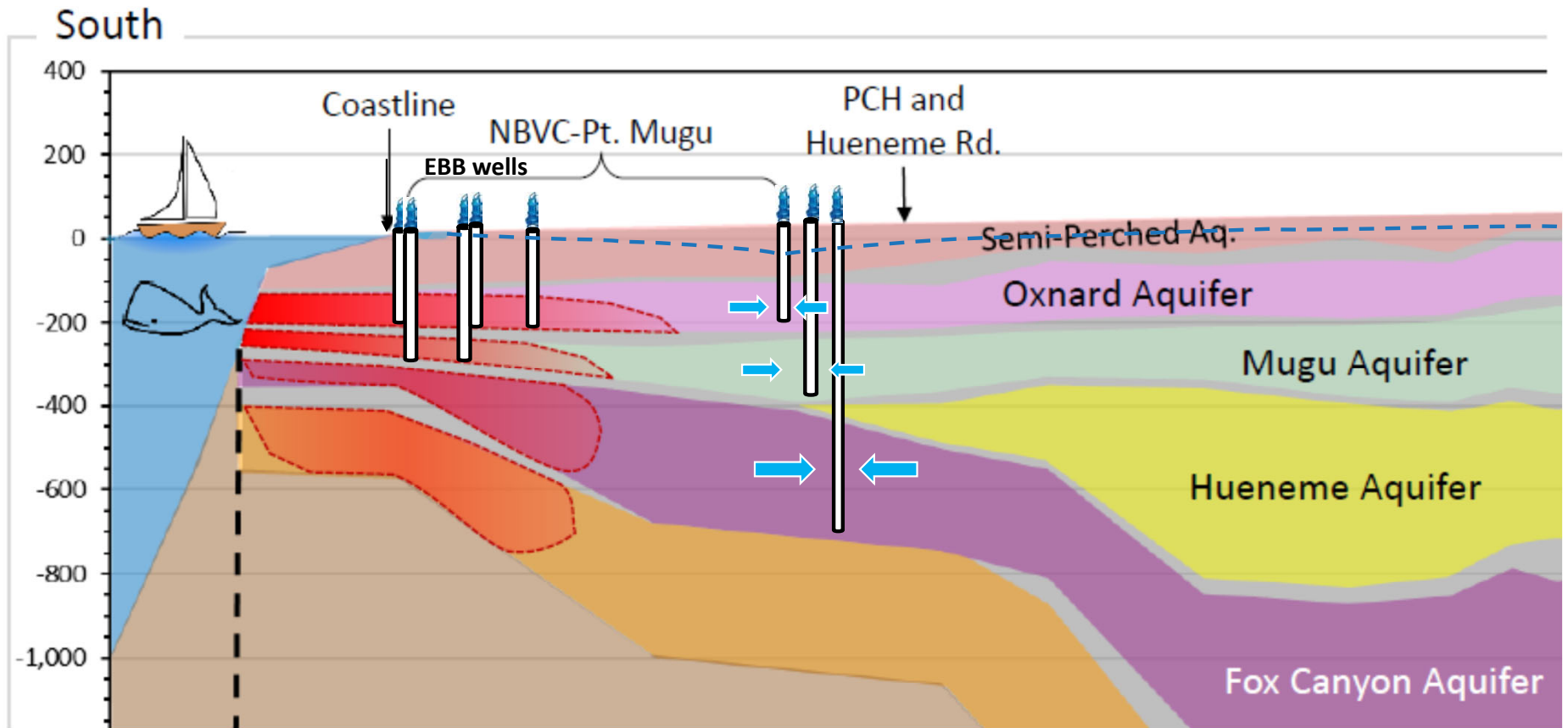




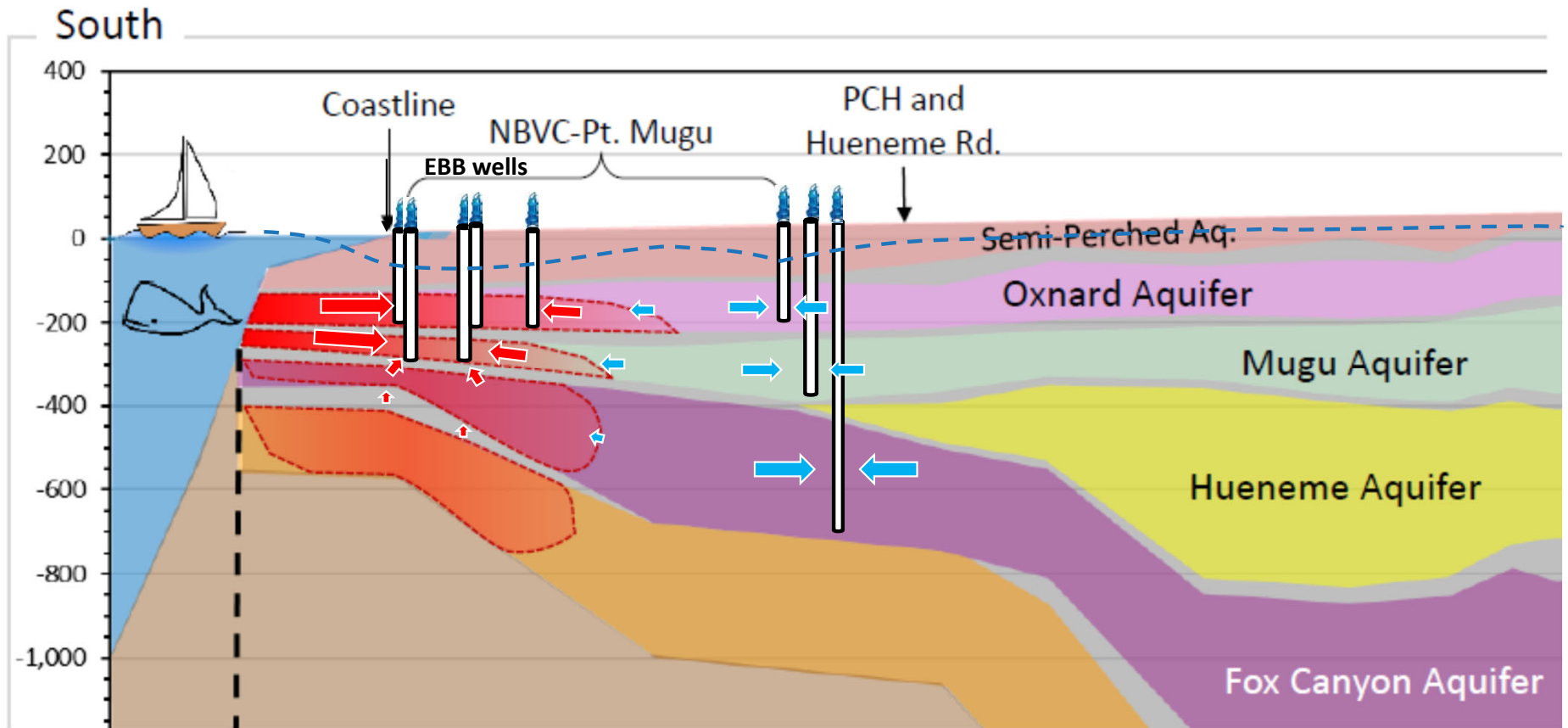
# North-to-South Cross-Sectional View (closeup)



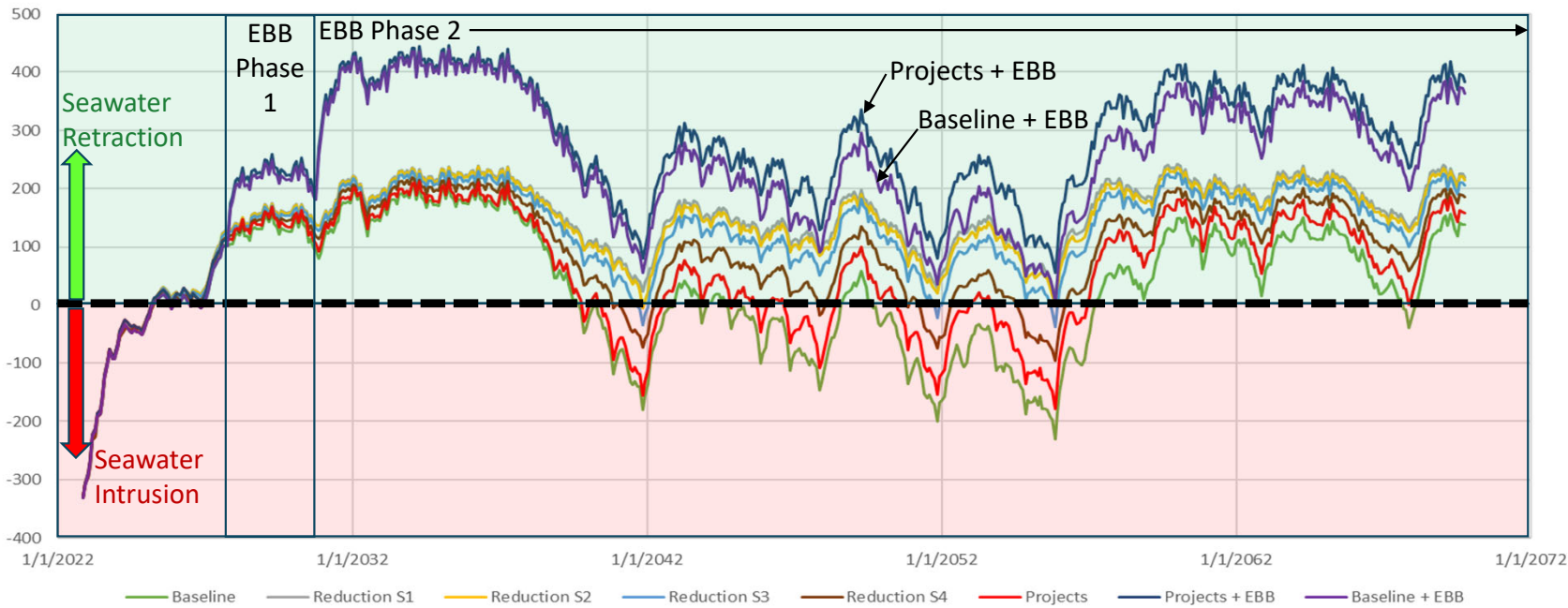
# North-to-South Cross-Sectional View (closeup)



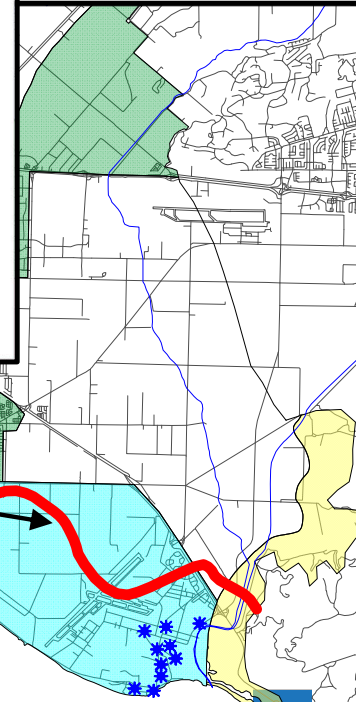
# North-to-South Cross-Sectional View (closeup)



# Oxnard Aquifer

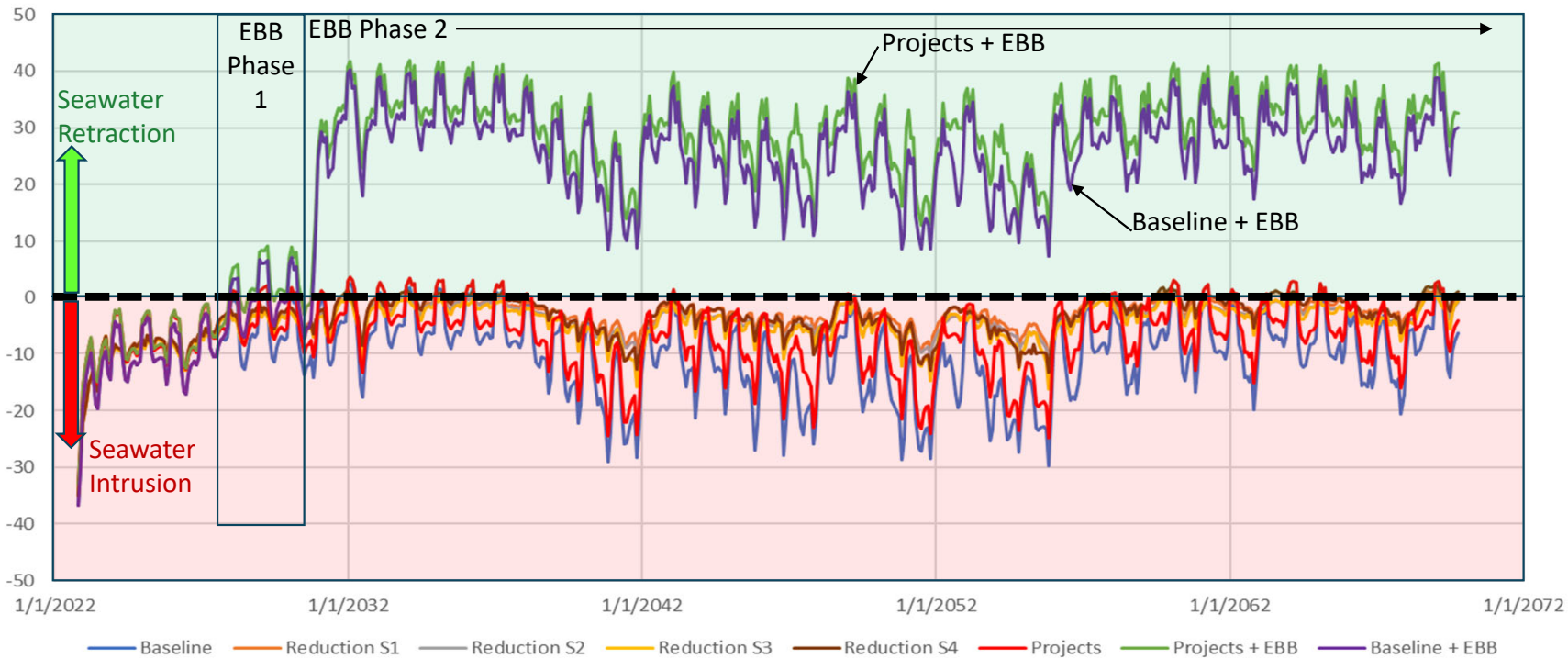


## Effects of EBB Phase 1 on Seawater Intrusion Rates—Oxnard Aquifer

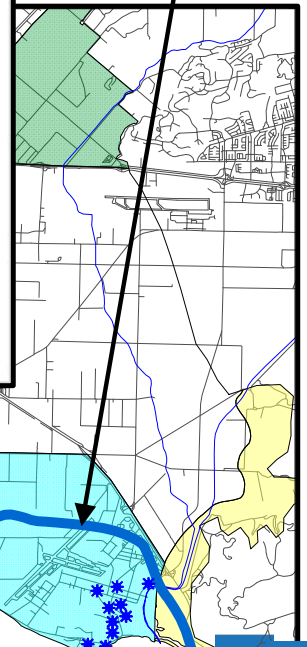


The flow across the 500 mg/L chloride conc. front (in RED line) has been calculated. Positive values of the flow indicate net groundwater flow toward the ocean. The 30-year average for all scenarios equals or exceeds zero.

### Upper Fox Canyon Aquifer



### Effects of EBB Phase 1 on Seawater Intrusion Rates—Fox Cyn. Aquifer



The 30-year average for the two EBB scenarios shows positive values, indicating a reversal of saline intrusion. All other scenarios yield negative values, indicating ongoing saline intrusion.

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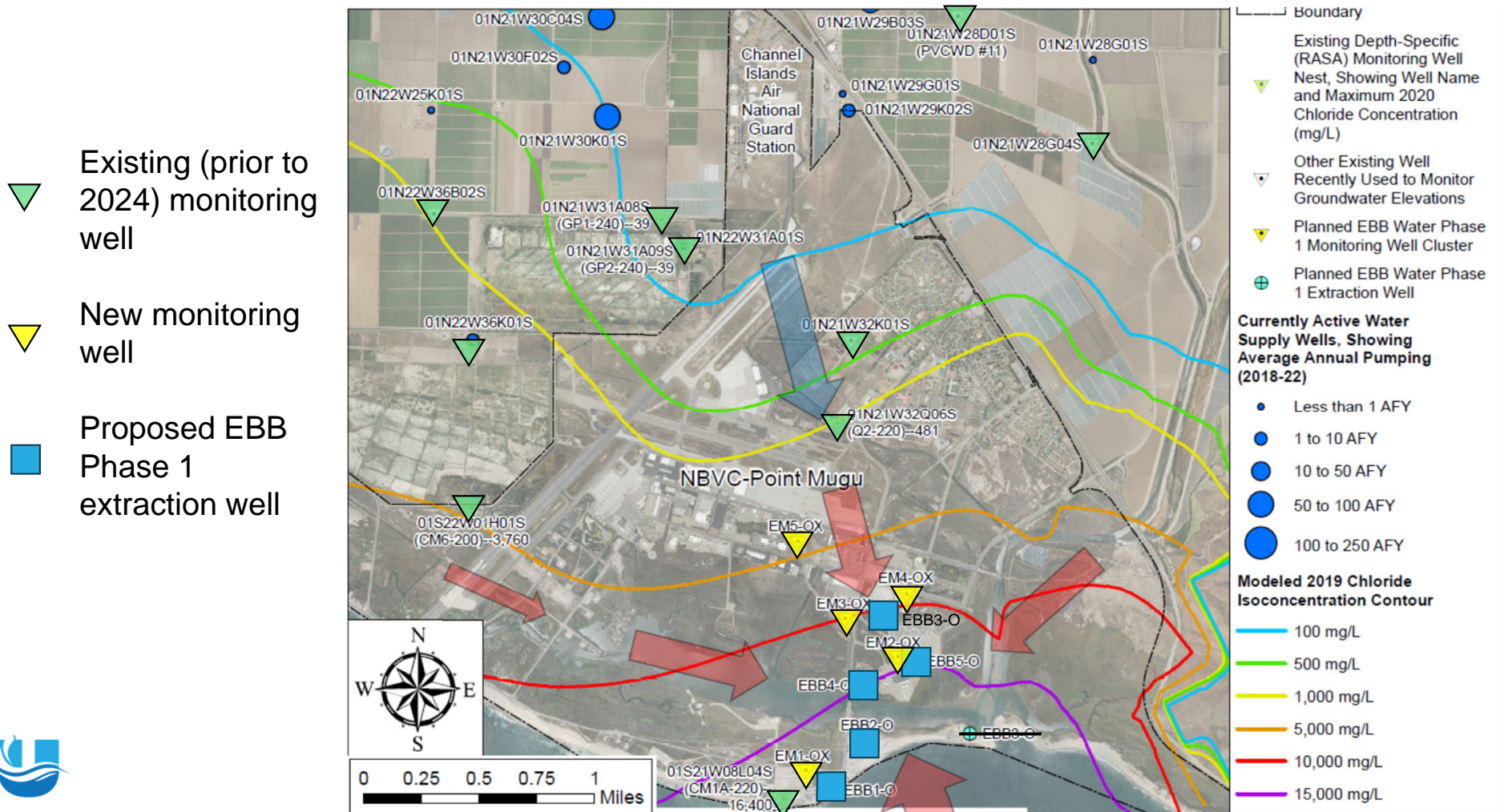
# Is EBB Affecting the Aquifer in the Way We Expected?

- If observed conditions match forecasted conditions, then our conceptual model is correct and our design is most likely good!
- If not, then our conceptual model probably needs some adjustment before we proceed to Phase 2.
- **Need to monitor, plan contingency actions**

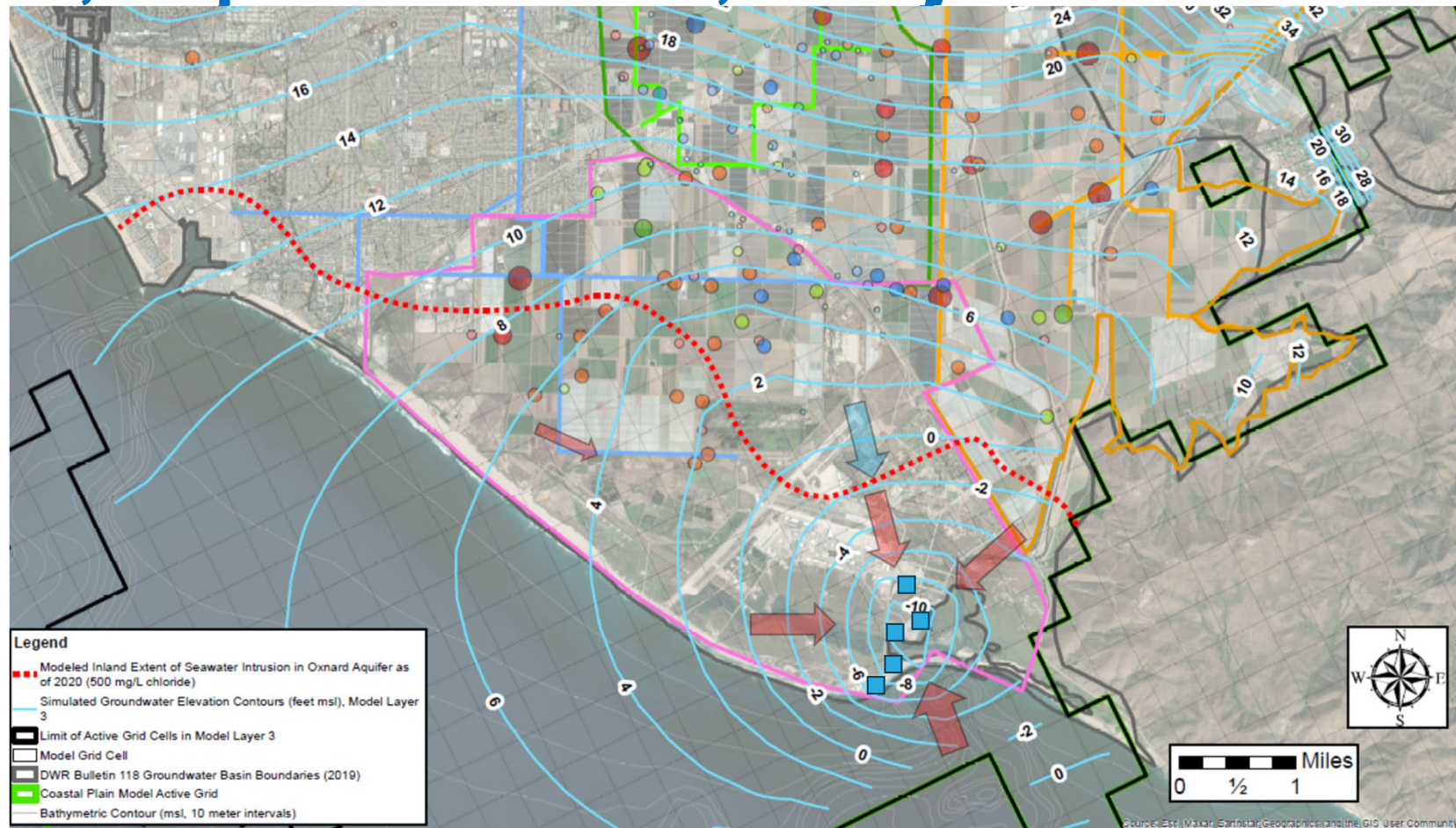




# Existing & Planned New Monitoring Wells, Oxnard Aquifer

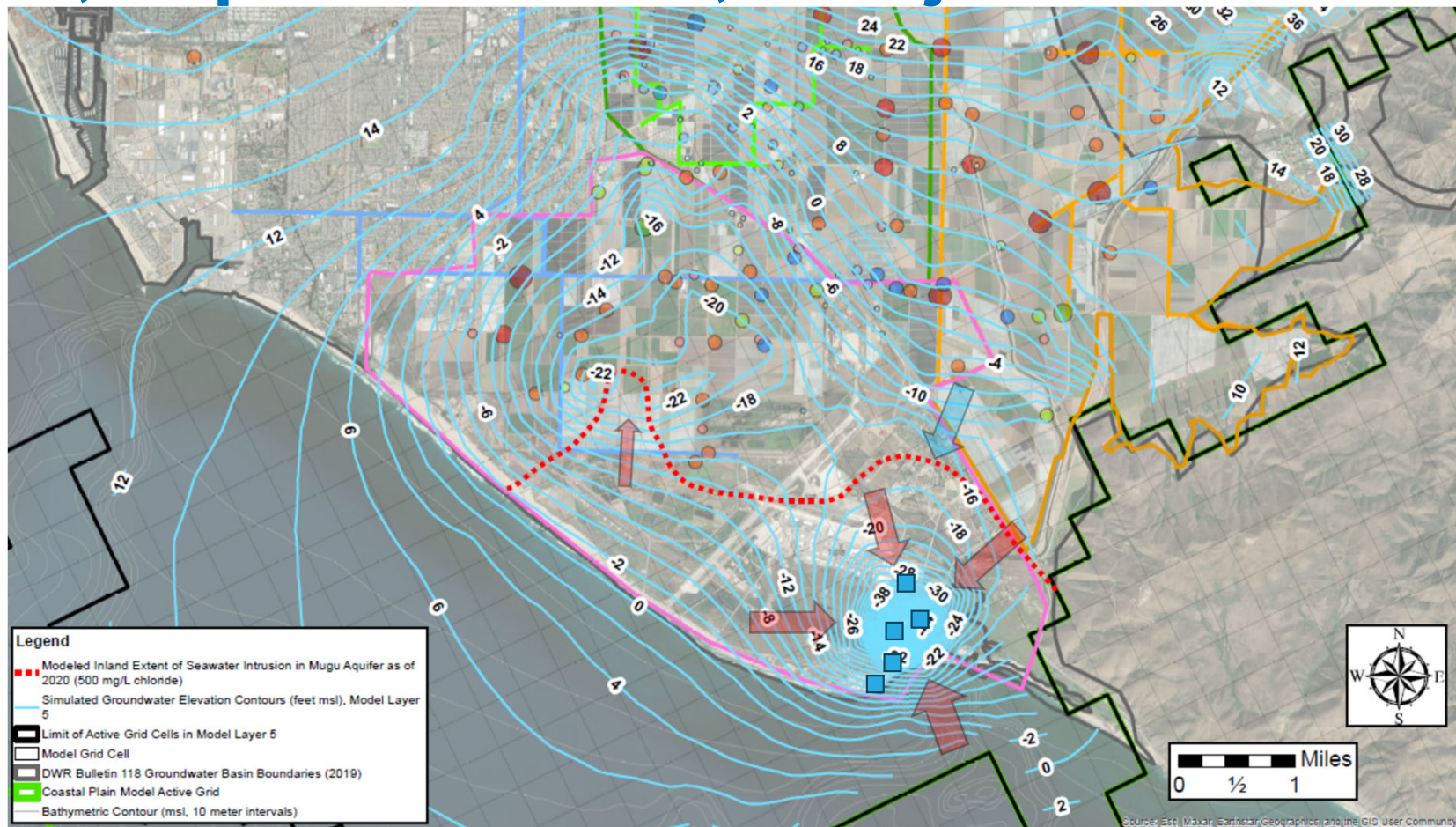


# Forecasted Groundwater Elevations in Oxnard Aquifer, September 2030, “Projects with EBB”





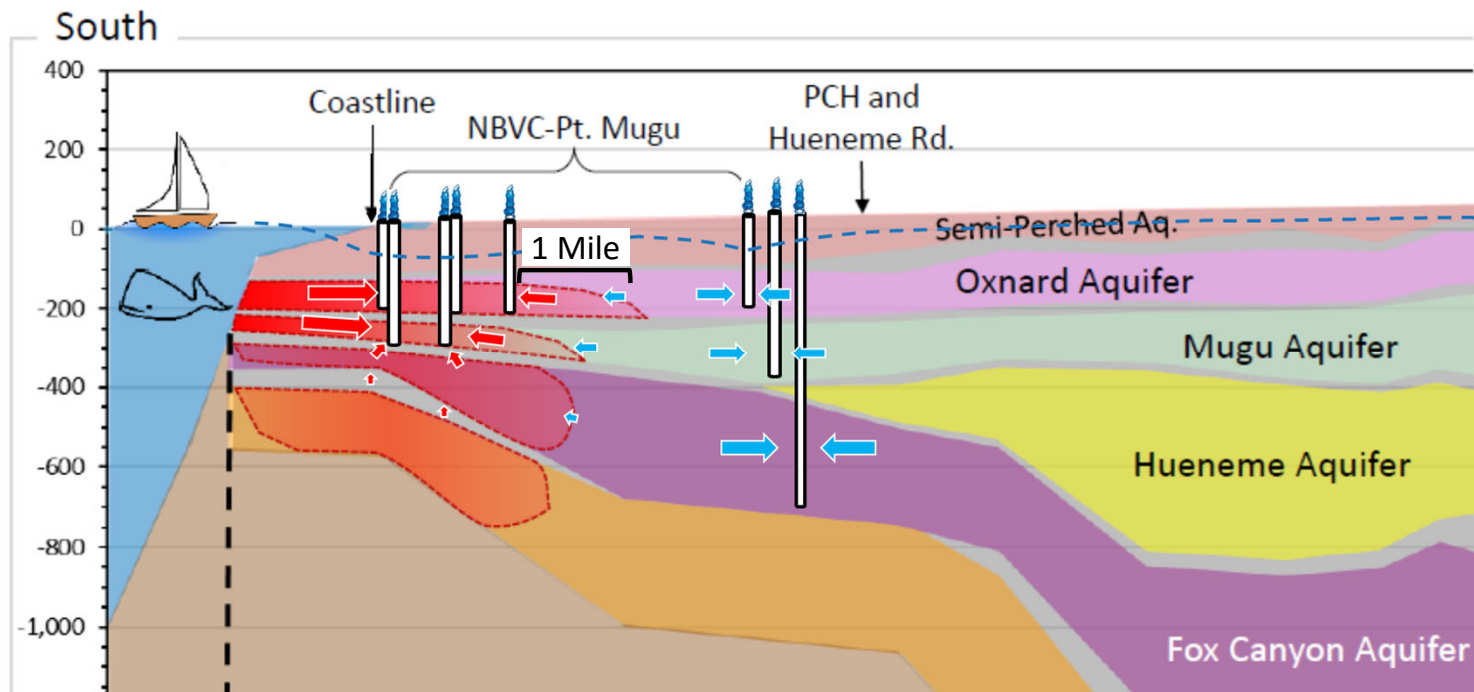
# Forecasted Groundwater Elevations in Mugu Aquifer, September 2030, “Projects with EBB”



# Is Fresh Groundwater Being Extracted?

During Phase 1, we don't want to extract fresh groundwater and discharge it to the ocean.

- Model indicates that extracting fresh water is highly unlikely during Phase 1.



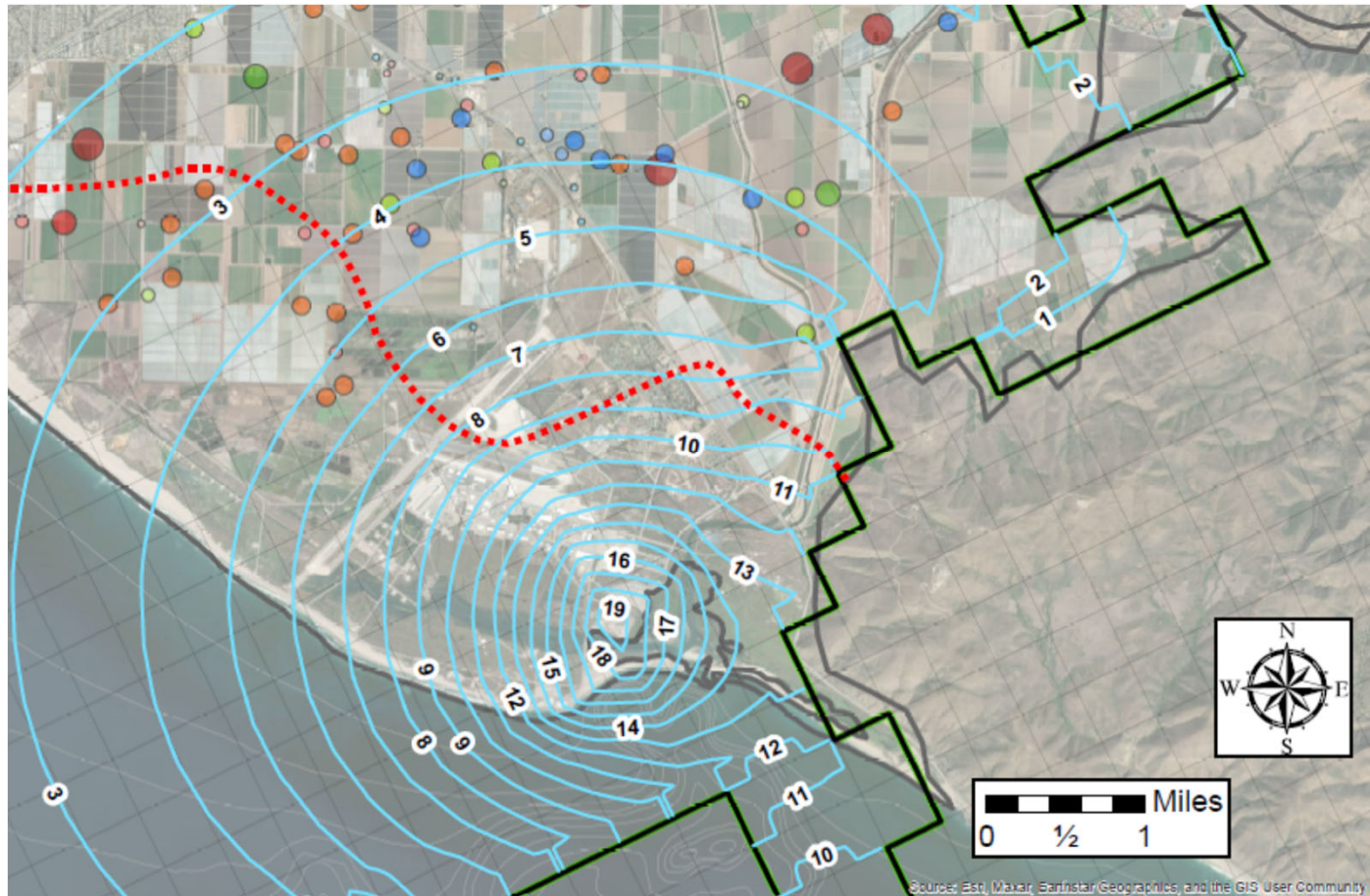
# Are EBB Extractions Causing Excessive Drawdown at Off-Base Water-Supply Wells? (e.g., below historical lows)

- Pumping from EBB extraction wells will cause some groundwater-level drawdown
- Goal is to keep drawdown at off-base supply wells within its historical range
- Drawdown below historical lows could present issues for well owners and potentially lead to land subsidence

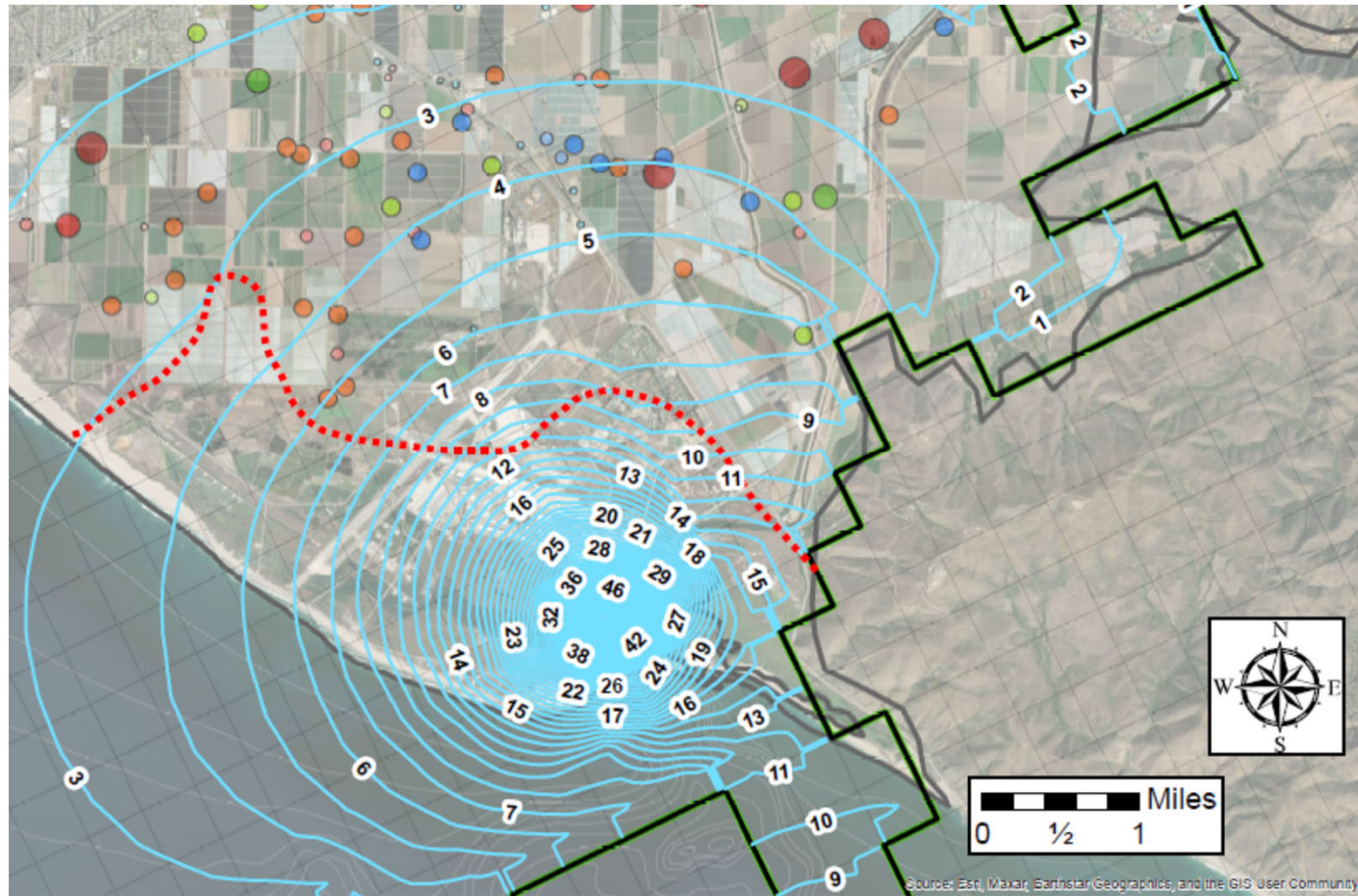




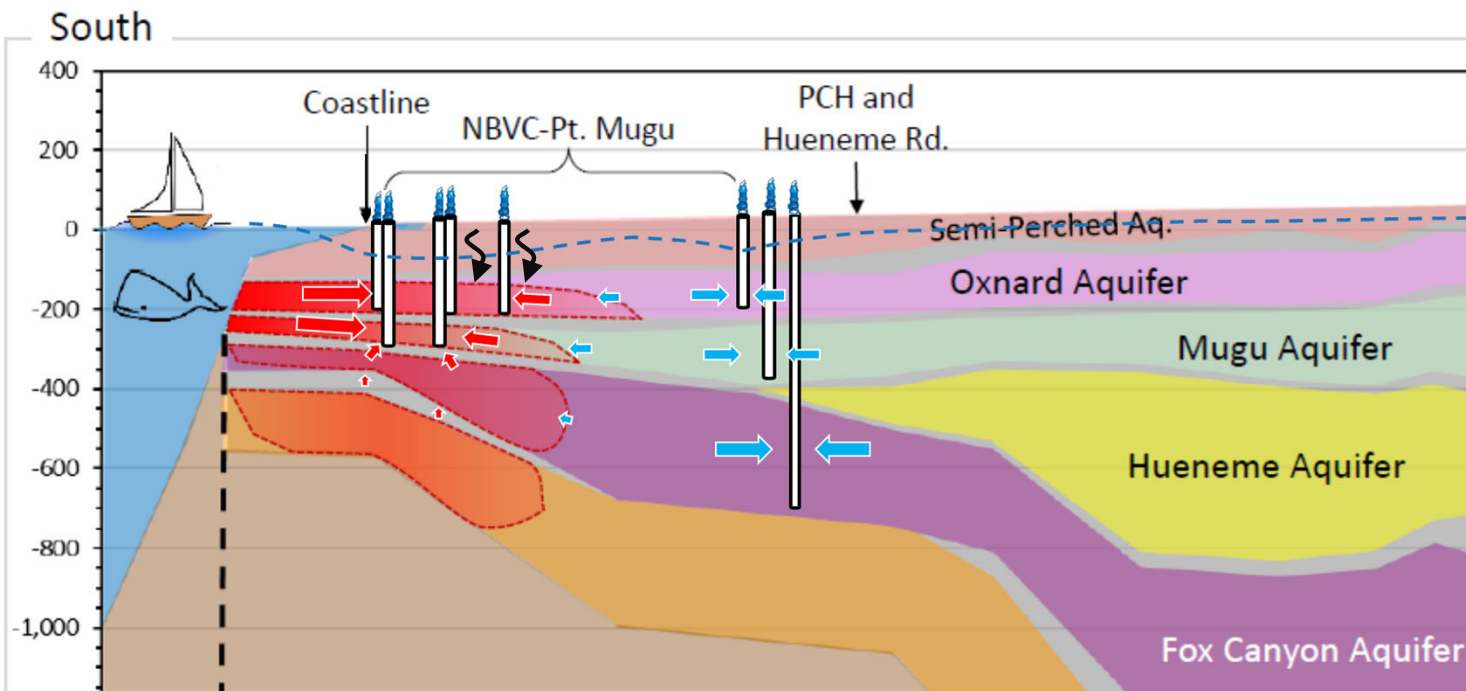
# Forecasted Drawdown in Oxnard Aquifer, September 2030, “Projects with EBB”



# Forecasted Drawdown in Mugu Aquifer, September 2030, “Projects with EBB”



## Verify Dissolved Constituents Are Not Moving Downward from the Semi-perched Aquifer to the Oxnard Aquifer

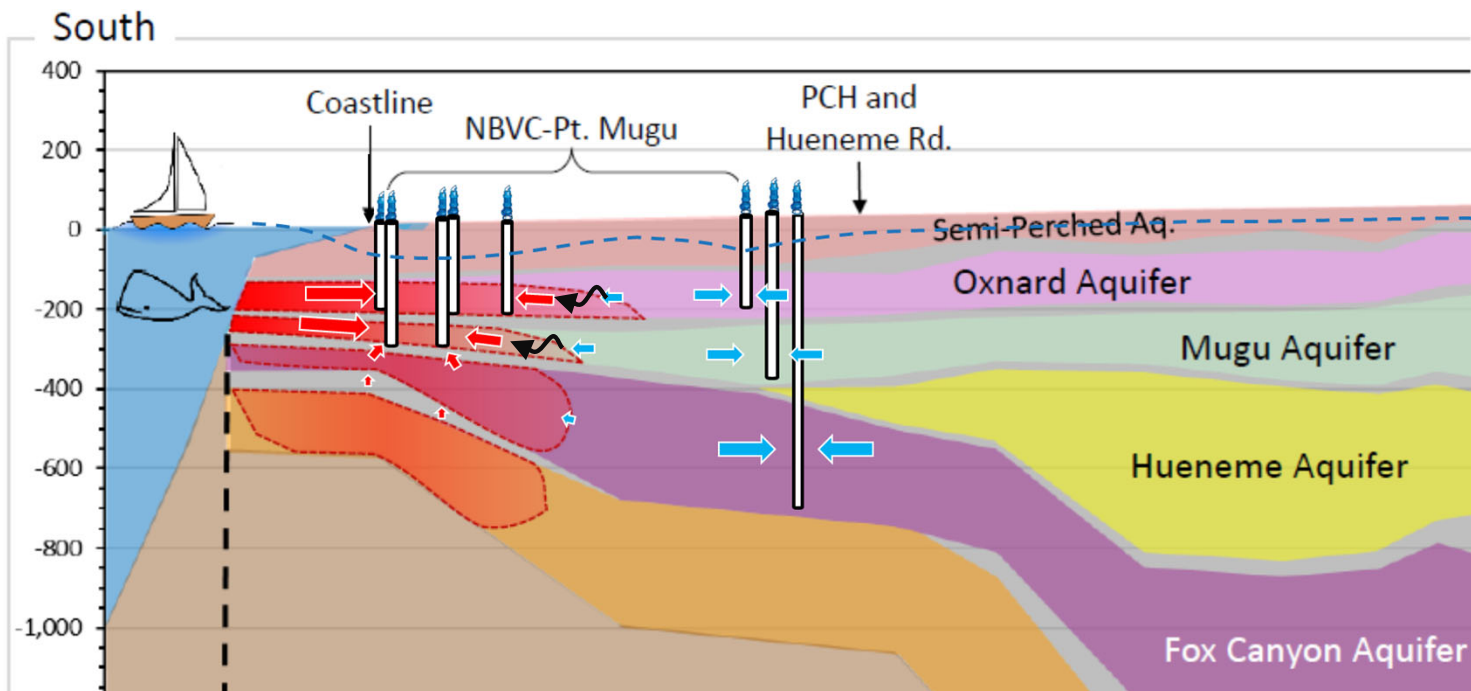


Different chemistry could affect our system operation (discharge and treatment, in future).

Downward migration of some constituents into the Oxnard Aquifer could degrade groundwater quality.



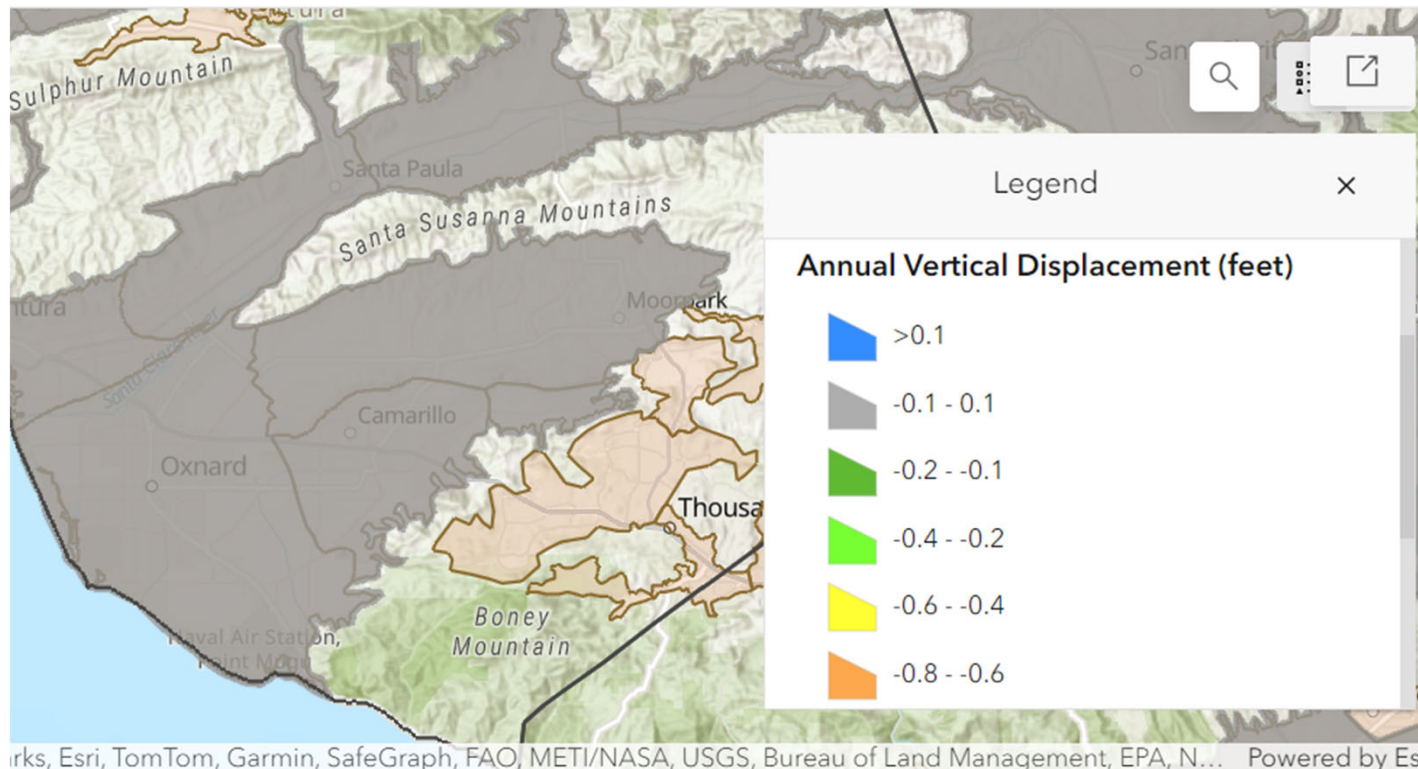
# Watch for Dissolved Constituents Moving Horizontally toward the Extraction Wells



Changes in chemistry could affect our EBB operation (discharge during Phase 1, and treatment in Phase 2).



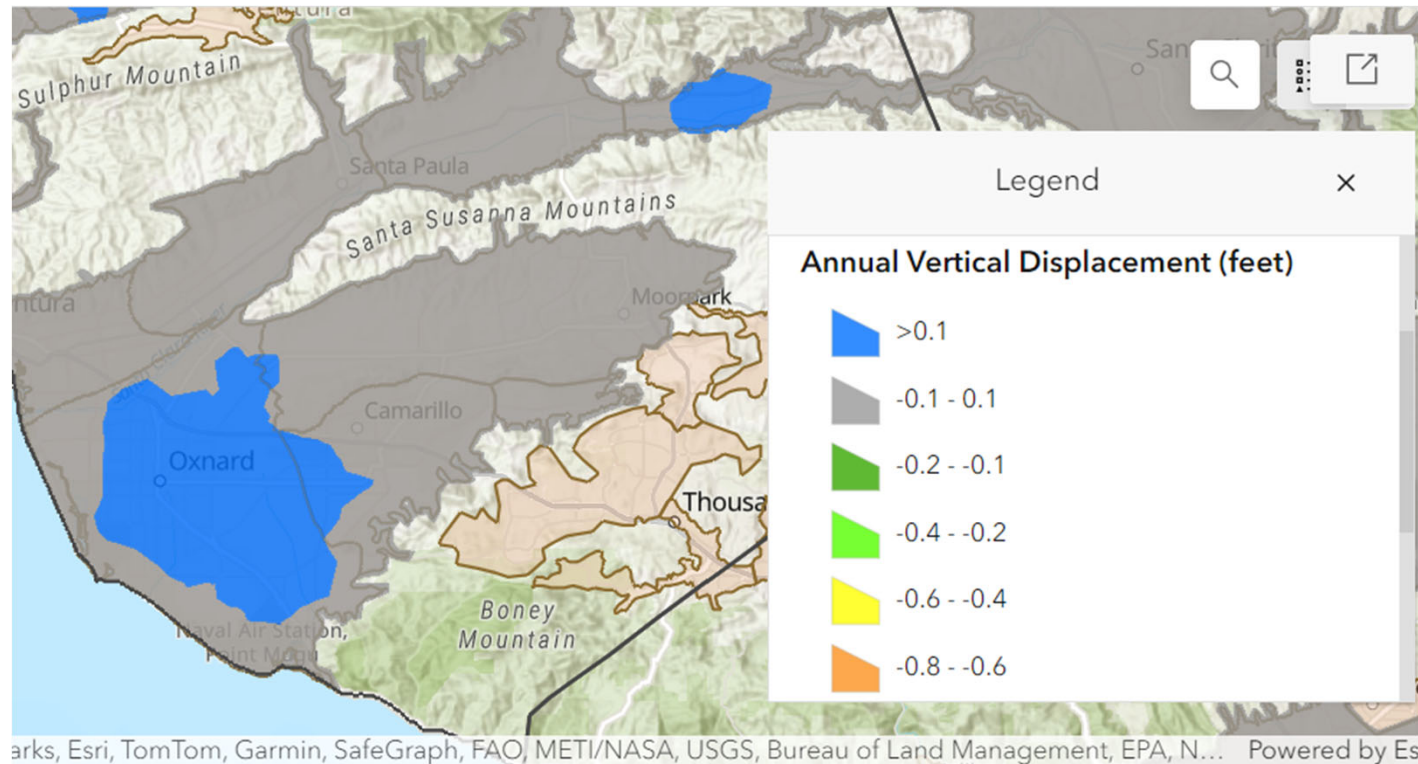
# Are EBB Extractions Causing Inelastic Land Subsidence?



*WYs 2015 through 2022*

- **Not expected.**
- Drawdown below historical lows for extended periods could lead to inelastic land subsidence.
- Depends partly on aquifer materials, partly on magnitude and area of drawdown.
- Substantial land subsidence could be problematic for Navy operations.

# Actually, Land Surface has Risen Slightly in the Last Year+



WY 2023

- **Not expected.**
- Drawdown below historical lows for extended periods could lead to inelastic land subsidence.
- Depends partly on aquifer materials, partly on magnitude and area of drawdown.
- Substantial land subsidence could be problematic for Navy operations.

# Reporting

- As needed:
  - Notifications of problems in accordance with the contingency plans
- Quarterly data submittals to FCGMA following receipt of laboratory results and retrieval of transducer data
- Annual Summary Reports 3 months after each full year of operation:
  - Summary tables of key data
  - Narrative discussion of operations and issues
  - Hydrographs and groundwater elevation contour maps (also showing chloride concentrations)
  - Subsidence data
  - Contingency actions or reporting
  - Recommended changes in monitoring or system operations



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## Contingency Actions

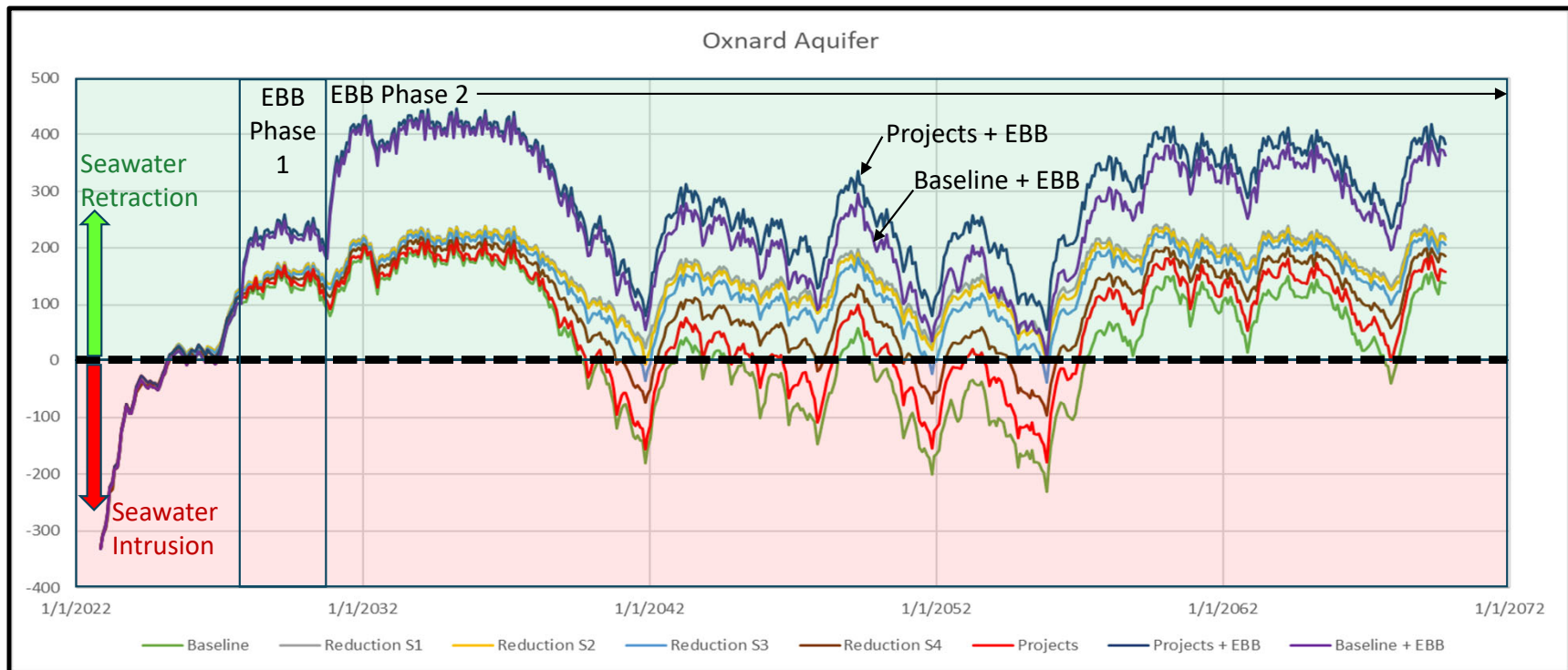
What if monitoring indicates something unexpected may be occurring?

*(e.g., fresh water approaching extraction wells sooner than expected)?*

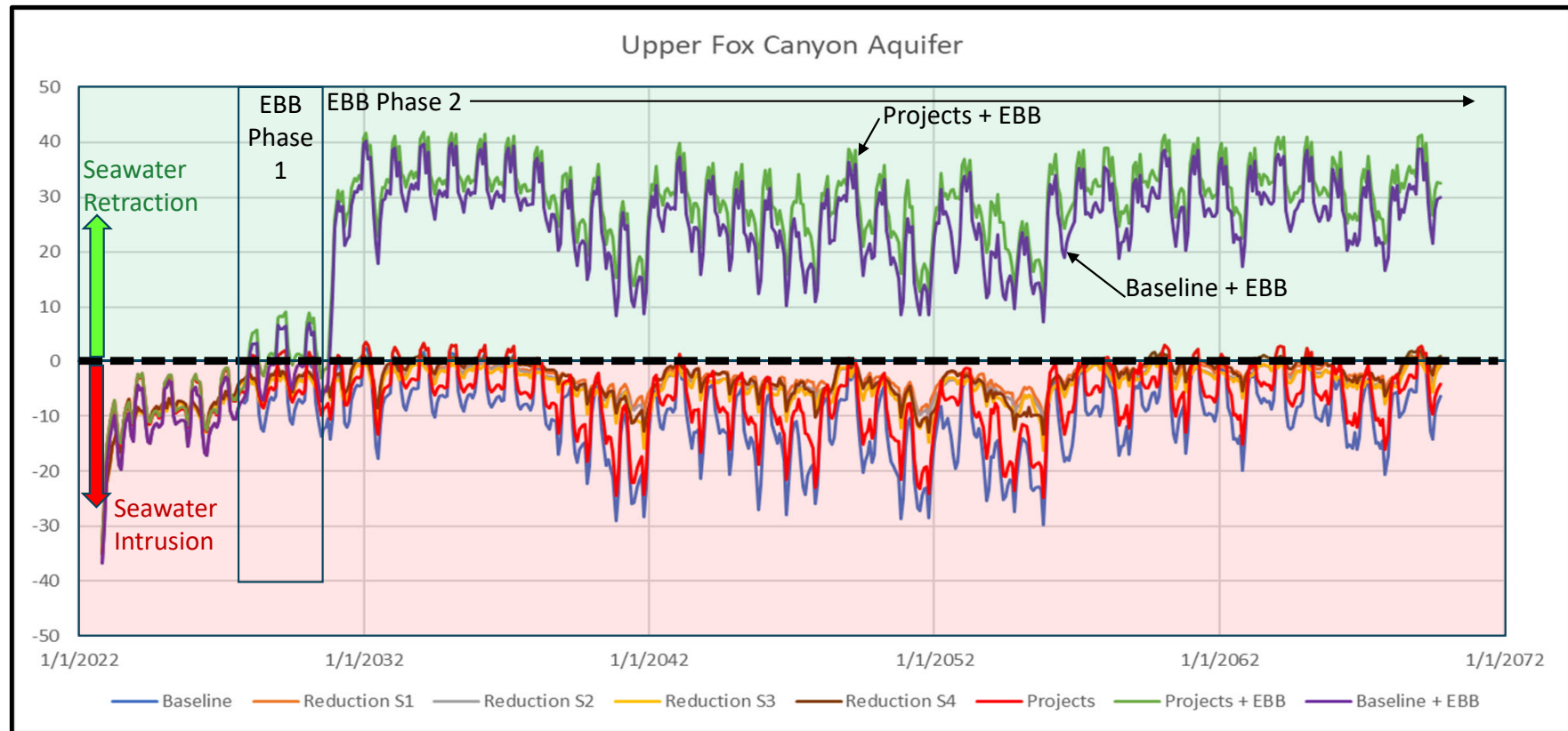
1. Notify FCGMA and other relevant parties
2. Evaluate potential causes
  - *There are other things than EBB Water happening in the basin!*
3. Submit plan for modified Project operation, if appropriate



# What Happens after Phase 2 Starts? (Oxnard Aquifer)



# What Happens after Phase 2 Starts? (Fox Canyon Aquifer)





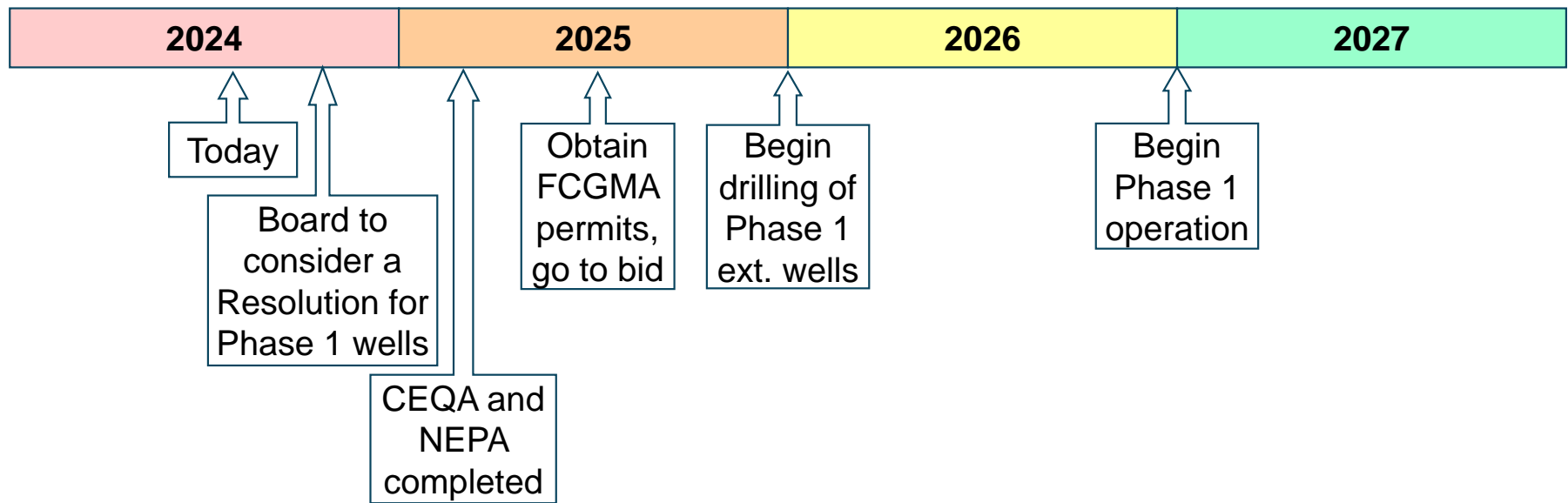
## What Happens if Phase 1 Stops Earlier than Planned? (e.g., Phase 2 is Cancelled)

- Salinity of groundwater south of EBB extraction wells remains high
  - Approximately equal to seawater today, will remain so during operation of EBB Phase 1
- Quick return to status quo
  - Modest benefits of Phase 1 will be undone over time





# Timing



# | Questions?



# **Supporting Slides**

**(available if needed for clarification)**



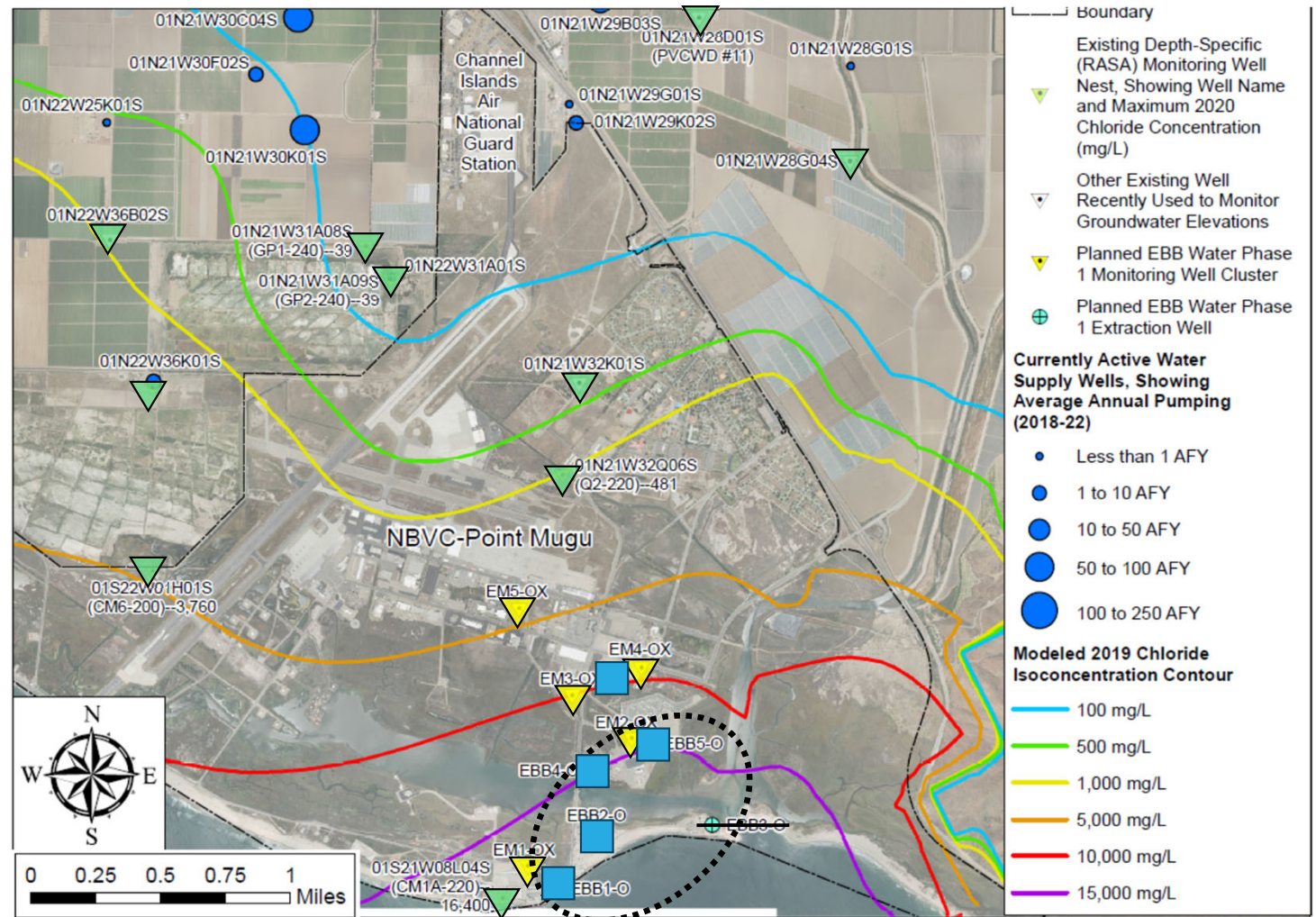
# Monitoring of Extraction Wells

## GW Levels:

- Hourly for first 12 months
- Monthly during subsequent years

## GW Quality:

- Monthly for first 12 months
- Monthly to quarterly during subsequent years





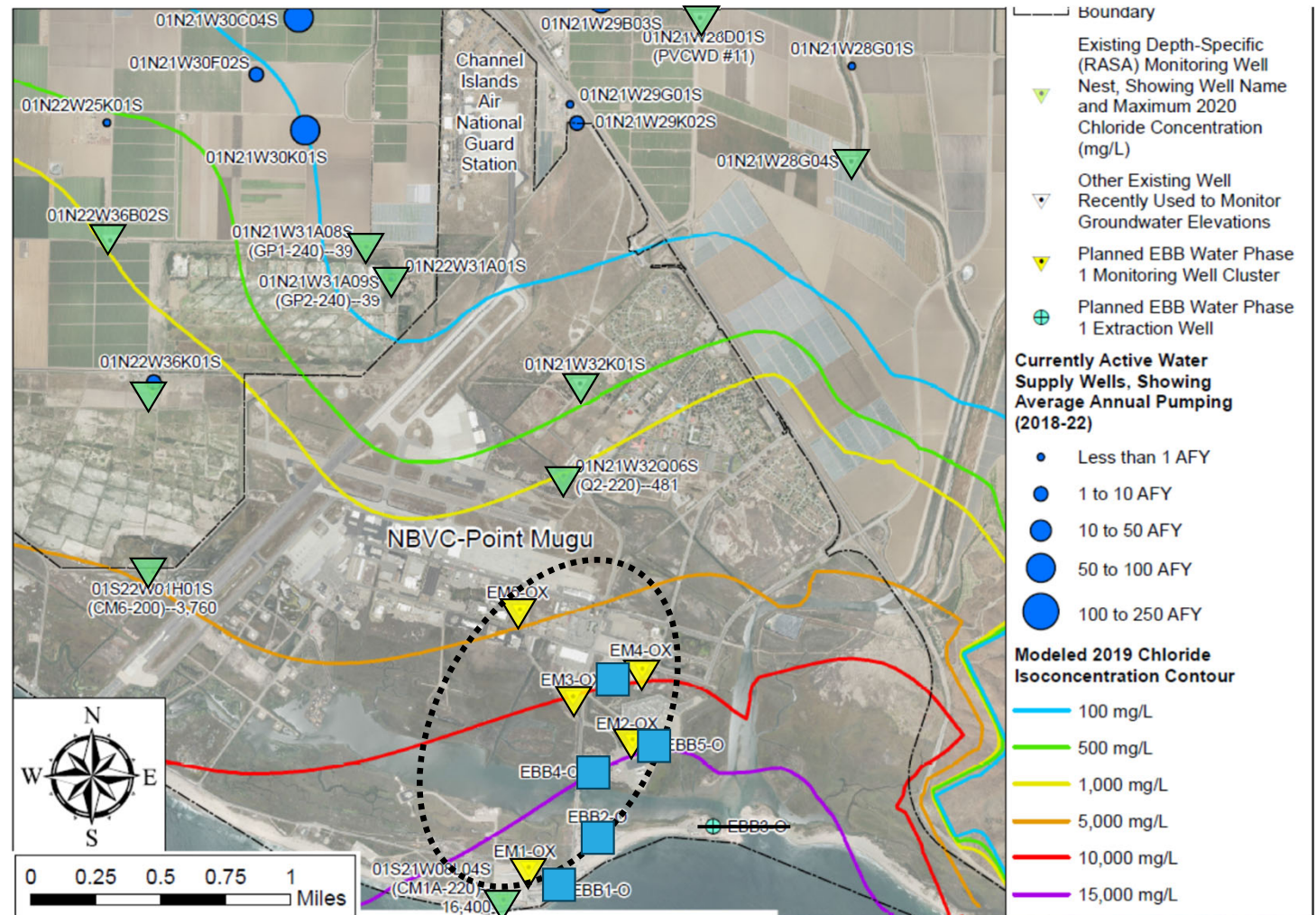
# Monitoring of New Monitoring Wells

## GW Levels:

- Hourly to monthly for first 12 months
- Monthly to quarterly during subsequent years

## GW Quality:

- Monthly to quarterly



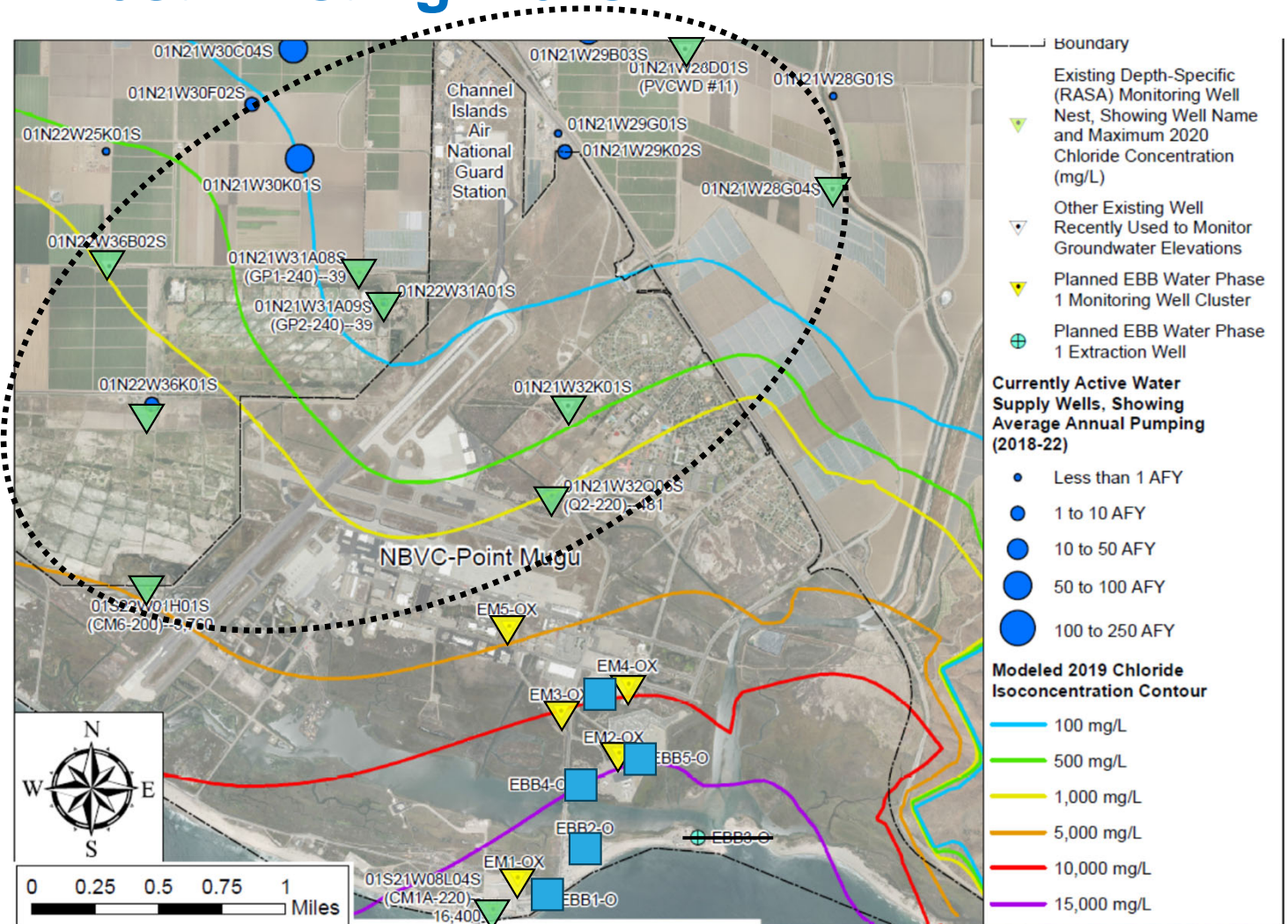
# Monitoring of Most Existing Wells

## GW Levels:

- Monthly for first 12 months
- Quarterly during subsequent years

## GW Quality:

- Continue current schedule (quarterly to semi-annually)





## Contingency 1—Detection of Fresh Water

Detection and confirmation of fresh groundwater (<500 mg/L chloride) in Oxnard and Mugu Aquifers immediately **upgradient** from EBB extraction wells:

1. Notify FCGMA within 14 days
2. 30 days later, submit a plan to modify Project operations to avoid extracting fresh water

*This is expected to provide several months warning before fresh groundwater reaches the extraction wells.*





## Contingency 2—Unexpected Groundwater Level Decline

Off-base groundwater levels drop below historical lows, or are expected to reach historical lows within the next 6 months:

1. Notify FCGMA within 14 days
2. 30 days later, submit proposal to evaluate potential causes
3. 60 days after evaluation, submit plan for modified Project operation, if appropriate

*There are several other potential causal factors than EBB Water for future groundwater elevation declines below historical lows.*



## Contingency 3—Downward Migration of Dissolved Constituents

Detection of downward migration of dissolved constituents within the Semi-perched Aquifer or from the Semi-perched Aquifer to the Oxnard Aquifer:

1. Notify FCGMA within 14 days
2. 30 days later, submit proposal to evaluate potential causes
3. 30 days after proposal, submit plan for modified Project operation, if appropriate

*Some variability in concentrations is to be expected for a variety of reasons, including cross-contamination in the laboratory.*



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## Contingency 4—Unexpected Changes in Upgradient Groundwater Quality

Unexpected changes in groundwater quality or geochemistry in Oxnard or Mugu Aquifers upgradient from extraction wells:

1. United to evaluate for potential impacts to discharge permit
2. Notify RWQCB if evaluation indicates potential problems, copy to FCGMA
3. Notify RWQCB and FCGMA if system operational changes are required



## Contingency 5—Inelastic Subsidence

Differential **inelastic** subsidence (from State InSAR database or surveying at 5-year interval) greater than 0.1 ft per year within ½ mile of extraction wells:

1. Within 60 days, United to submit a plan for further evaluating subsidence and provide potential mitigation measures, if applicable.
2. Potentially may have to change operations of extraction system, depending on evaluation and mitigation measures selected.



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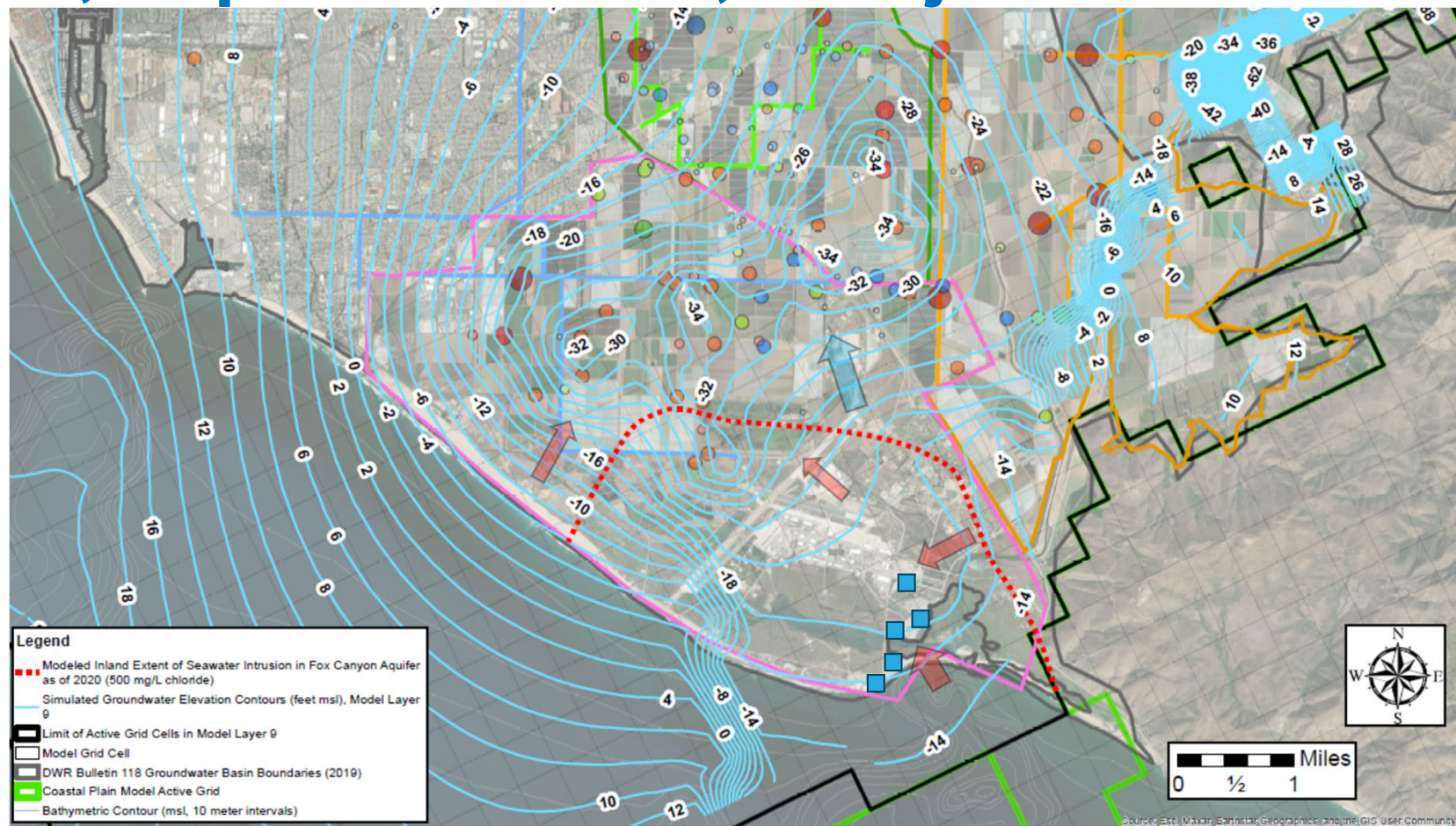
## Contingency 6—Unexpected Groundwater Elevations and Hydraulic Gradients

Groundwater elevations and hydraulic gradients deviate substantially from forecasts:

1. United will use the collected data as input to revise its conceptual and numerical models used to inform Project operation and design of Phase 2.

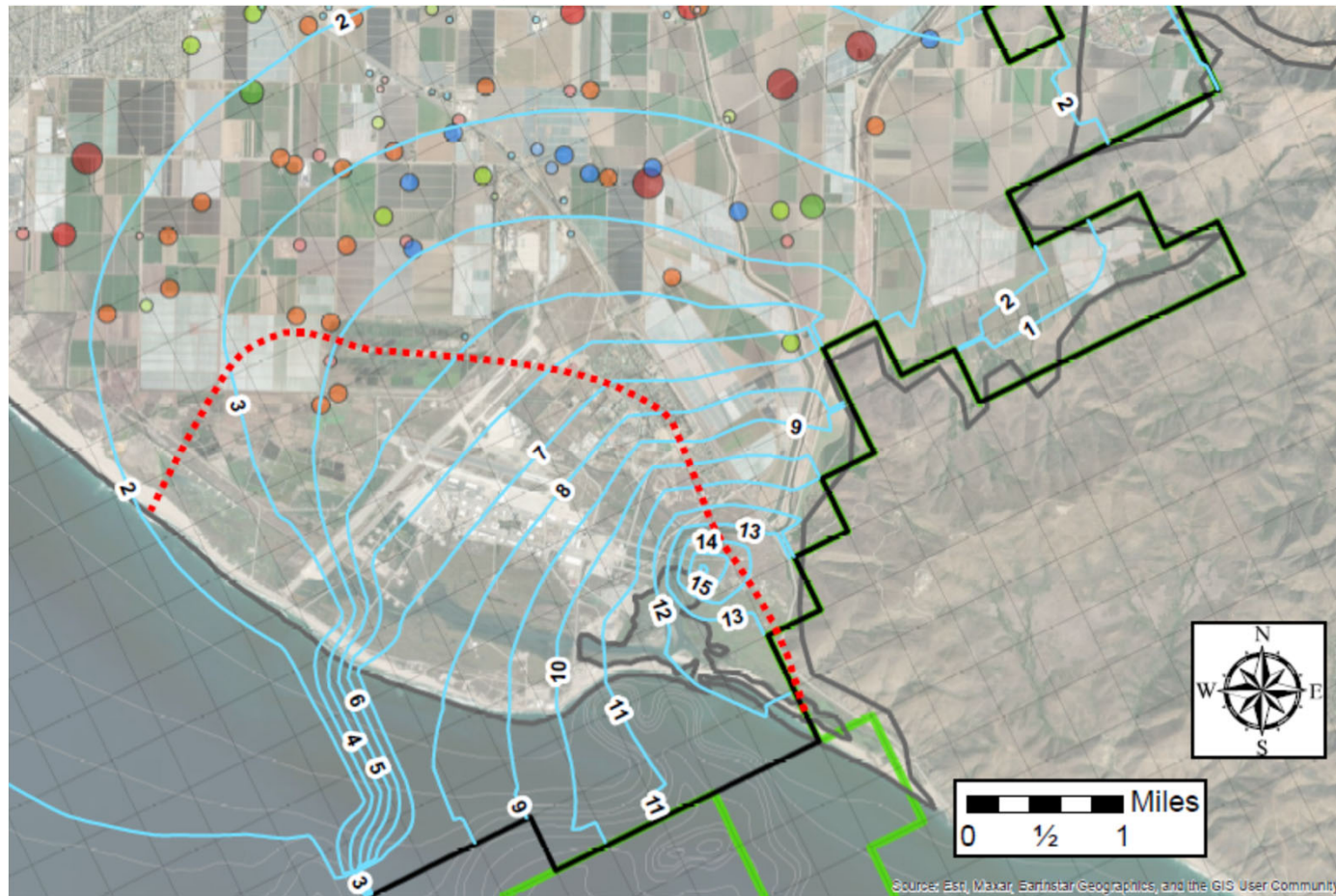


# Forecasted Groundwater Levels in Fox Canyon Aquifer, September 2030, “Projects with EBB”

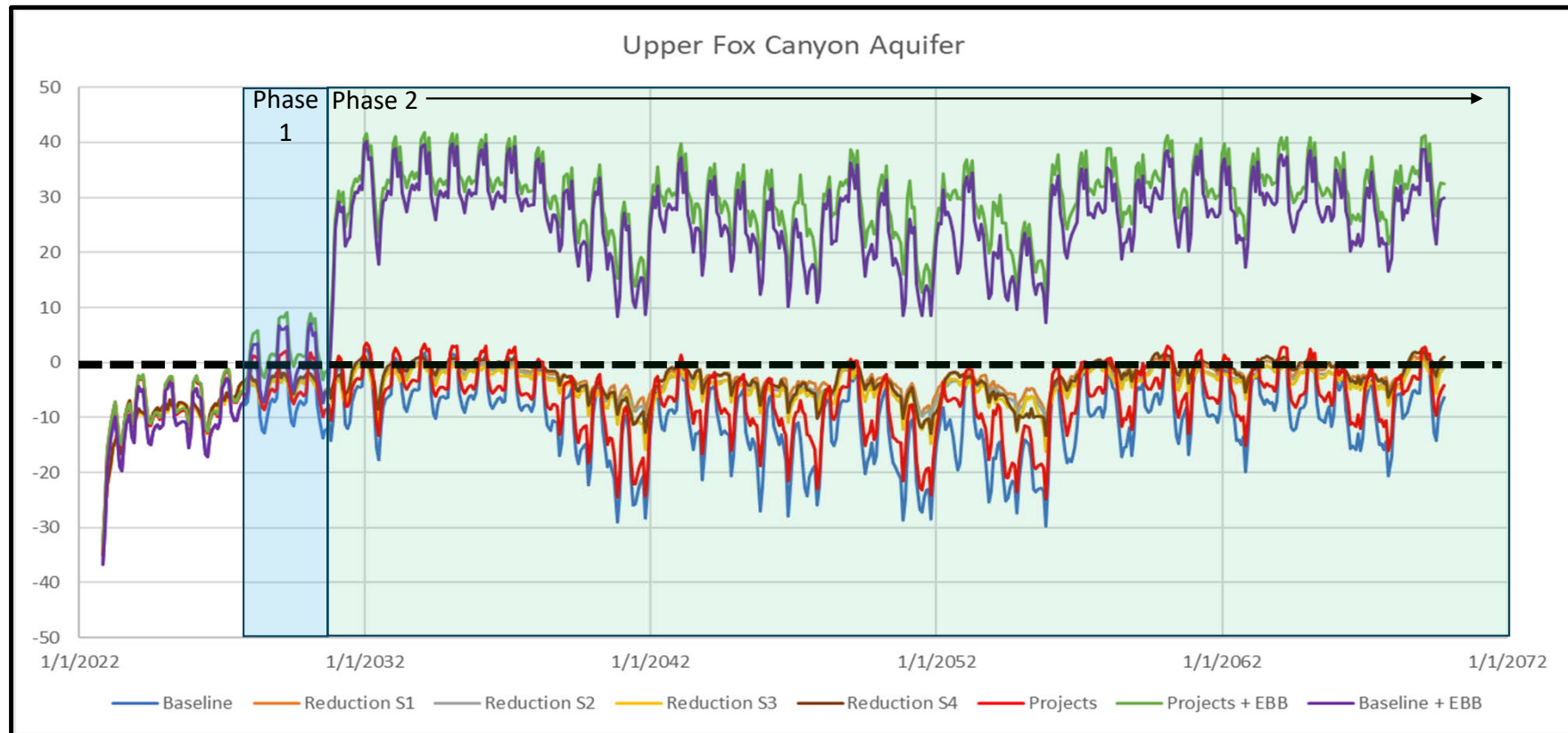




# Forecasted Drawdown in Fox Canyon Aquifer, September 2030, “Projects with EBB”



# What Happens after Phase 2 Starts? (Fox Canyon Aquifer)



# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A State of California Water Agency



## BOARD OF DIRECTORS

Eugene F. West, Chair, Camrosa Water District  
David Borchard, Vice Chair, Farmer, Agricultural Representative  
Steve Bennett, Supervisor, County of Ventura  
Charlotte Craven, Councilperson, City of Camarillo  
Robert Eranio, Director, United Water Conservation District

EXECUTIVE OFFICER  
Jeff Pratt, P.E.

RECEIVED

FEB 23 2019

United Water  
Conservation District

February 15, 2019

Meghan Tosney  
Supervising Water Resource Control Engineer  
State Water Resources Control Board – Division of Financial Assistance  
CalEPA Building  
1001 I Street, 17th Floor  
Sacramento, CA 95814

**Subject: Support for United Water Conservation District's (UWCD) Application for Proposition 1 Groundwater Planning Grant**

Dear Ms. Tosney:

The Fox Canyon Groundwater Management Agency (FCGMA) supports the United Water Conservation District (UWCD) application for a Proposition 1 Groundwater Grant Program Planning Grant to conduct a basin impacts and benefit analysis of a proposed Coastal Brackish Water Treatment Plant.

FCGMA was established by the State Legislature as an independent State of California special agency due to concerns with historical and continuing seawater intrusion. With the adoption of the Sustainable Groundwater Management Act (SGMA), FCGMA is also the Groundwater Sustainability Agency for the Oxnard Subbasin, in which UWCD's proposed project would be located. Seawater intrusion is the primary undesirable result identified in the Oxnard Subbasin Groundwater Sustainability Plan (GSP) currently under development.

UWCD's proposed Coastal Brackish Water Treatment Plant would consist of a groundwater extraction well field to intercept seawater intrusion and treat the extracted brackish water at a large-scale treatment plant. UWCD's grant application scope is to refine its numerical groundwater flow model, which is the model the FCGMA is relying on for its GSP for the Oxnard Subbasin, refine and update the conceptual site model for its proposed Coastal Brackish Water Treatment Plant, and analyze the potential basin impacts and benefits of the proposed project.

The Coastal Brackish Water Treatment Plant project has the potential to significantly control seawater intrusion in furtherance of FCGMA's mission. The purpose of UWCD's grant application scope of work would be to conduct a detailed proof-of-concept for the proposed project and to analyze potential impacts and benefits. Such analysis is required for the FCGMA to evaluate the project itself in the future.

Ms. Meghan Tosney

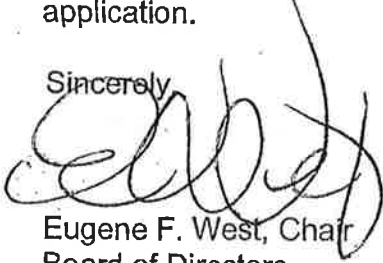
State Water Resources Control Board

February 15, 2019

Page 2 of 2

Thank you for the opportunity to express our support for UWCD's application for Proposition 1 Groundwater Planning Grant funds. We strongly urge your thoughtful consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. West', written over the word 'Sincerely,'.

Eugene F. West, Chair

Board of Directors

Fox Canyon Groundwater Management Agency

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# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY



## BOARD OF DIRECTORS

Eugene F. West, Chair, Director, Camrosa Water District  
David Borchard, Vice Chair, Farmer, Agricultural Representative  
Michael Mobley, Director, United Water Conservation District  
Carmen Ramirez, Supervisor, County of Ventura  
Tony Trembley, Councilperson, City of Camarillo

EXECUTIVE OFFICER  
Jeff Pratt, P.E.

August 25, 2021

Ms. Meghan Tosney  
Supervising Water Resource Control Engineer  
State Water Resources Control Board  
Division of Financial Assistance  
CalEPA Building  
1001 I Street, 17th Floor  
Sacramento, CA 95814

**SUBJECT: Letter of Support for United Water Conservation District's Proposition 1  
Groundwater Grant (Round 3) Application**

Dear Ms. Tosney:

On behalf of the Board of Directors of the Fox Canyon Groundwater Management Agency (FCGMA), please accept this letter of support for United Water Conservation District's (UWCD) application for Proposition 1, Round 3, Groundwater Grant funds for further development and initial implementation of the proposed Coastal Brackish Groundwater Extraction and Treatment Project.

FCGMA was established by the California Legislature in 1982 as an independent State of California special agency due to concerns with historical and continuing seawater intrusion. FCGMA is also the Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA) for the Oxnard Subbasin in which UWCD's proposed project would be located. The Oxnard Subbasin has been designated by the Department of Water Resources as being in a state of critical overdraft and seawater intrusion is the primary undesirable result identified in the Groundwater Sustainability Plan (GSP) for the Oxnard Subbasin; seawater intrusion indirectly impacts the Las Posas Valley and Pleasant Valley Basins which are in direct hydraulic continuity with the Oxnard Subbasin and are also managed by FCGMA.

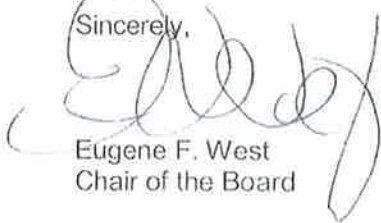
Controlling seawater intrusion is critical to achieving sustainable management of the basins and arresting continued saline degradation of the aquifers supplying potable and irrigation water to the most populous and intensively farmed area of Ventura County. Numerical groundwater modeling by UWCD forecasts that the proposed project would clean up saline and brackish water and promote offshore gradients in the Upper Aquifer System in the vicinity of the Mugu submarine canyon, an area of significant seawater intrusion.

UWCD's grant proposal consists of construction of up to four full-scale production wells and up to 20 monitoring wells and conducting long-term pumping test to evaluate the effectiveness of drawing saline-impacted groundwater back toward the coast and creating a hydrologic barrier to further seawater intrusion. UWCD also plans to conduct treatability studies with a pilot-scale reverse-osmosis treatment system to ultimately meet some water-supply needs and reduce other pumping. Additionally, the proposed grant project should help inform design of companion injection wells to form a barrier to seawater intrusion in the Lower Aquifer System.

Ms. Meghan Tosney  
August 25, 2021  
Page 2 of 2

The Fox Canyon Groundwater Management Agency encourages the State Water Resources Control Board to award Prop 1, Round 3, Groundwater Grant funds to United Water Conservation District for further development and initial implementation of the proposed Coastal Brackish Groundwater Extraction and Treatment Project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eugene F. West', written over the word 'Sincerely,'.

Eugene F. West  
Chair of the Board

EW/kl/F:\gma\Business Administration\Correspondence\2021\20210825\_Letter\_of\_Support\_UWCD.docx



# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

A STATE OF CALIFORNIA WATER AGENCY



## BOARD OF DIRECTORS

**Eugene F. West, Chair**, *Director, Camrosa Water District*  
**Kelly Long, Vice Chair**, *Supervisor, County of Ventura*  
**David Borchard**, *Farmer, Agricultural Representative*  
**Lynn Maulhardt**, *Director, United Water Conservation District*  
**Tony Trembley**, *Mayor, City of Camarillo*

## INTERIM EXECUTIVE OFFICER

**Arne Anselm**

July 24, 2024

Board of Directors  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1610

**SUBJECT: Approve and Authorize the Executive Officer to Execute a Professional Services Contract with Rincon Consultants Inc., to Provide Advanced Metering Infrastructure (AMI) Data Management Services – (New Item)**

**RECOMMENDATIONS:** (1) Receive a presentation from Agency staff; and (2) Approve and authorize the Interim Executive Officer to execute a professional services contract with Rincon Consultants, Inc. to provide AMI data management services and support, in the amount of \$53,977.88, effective through December 31, 2024.

## INTRODUCTION:

In 2018, the FCGMA Board adopted an Advanced Metering Infrastructure (AMI) Ordinance, whose purpose and intent are to: a) provide for broader and simultaneous measurement and reporting of groundwater extractions; b) improve the Agency's ability to monitor and manage groundwater use; c) facilitate implementation of a Groundwater Sustainability Plan; and d) promote sustainable groundwater management within the Agency. The AMI Ordinance is attached as Item 14A.

Due to the Agency's increased workload and current staffing levels, the Interim Executive Officer exercised the authority granted by your Board via Resolution 2018-2 (attached as Item 14B) to enter professional services contracts up to \$25,000 to supplement staff. As cited in the Executive Officer's Report presented to the Board on April 24, 2024 (attached as Item 14C), a work order was prepared and approved to contract Rincon Associates, Inc. (Rincon) to assist with the Agency's AMI data management, track data deliverables from AMI vendors, and to import the monthly data. Funds available under the Rincon AMI work order will run out in July 2024.

## DISCUSSION:

Under a fully staffed Agency, AMI data management and related work falls under the Water Resource Specialist, but the position is currently vacant. Staff have been covering this workload in addition to their primary and other additional duties. At the same time, AMI data has become an integral part of the Agency's functions by providing access to the latest extraction data to help execute the Agency's basin management duties.

The scope of work included in the Rincon AMI work order includes, but is not limited to:

1. Monitoring and tracking data deliverables from AMI vendors and alternative reporting users.
2. Managing monthly AMI data and keeping the database current.
3. Performing Quality Control
4. Identifying and documenting unreported meter changes.
5. Conducting vendor follow-up on reported Quality Control or reporting issues.
6. Onboarding of new vendors.

Rincon Consultants Inc. was selected through an interview process with responsive firms with water resources and data management capabilities. Under the existing work order, Rincon has been supporting Agency staff in this capacity since May 2024, and Agency staff has been pleased with Rincon's performance and deliverables to date. Funding under the Rincon AMI work order will run out at the end of July 2024; however Agency staff estimate that Rincon's support will be required until at least the end of the 2024 calendar year at a cost of \$53,977.88. Although a work order was previously used to contract Rincon's services, a new professional services agreement has been prepared on the advice of Agency Counsel, given the anticipated not-to-exceed amount of the new contract (attached as Item 14D). The proposed new Rincon contract will include the same scope of work as the current Rincon work order.

**RECOMMENDATION:**

Staff recommends your Board approve and authorize the Interim Executive Officer to execute the proposed professional services contract with Rincon Consultants Inc., for AMI data management and related services, in an amount not-to-exceed \$53,977.88, effective through December 31, 2024.

This letter has been reviewed by Agency Counsel. If you have any questions, please call me at (805) 654-2010.

Sincerely,



Kudzai Farai Kaseke  
Assistant Groundwater Manager

**Attachments:**

- Item 14A – AMI Ordinance
- Item 14B – Resolution 2018-02
- Item 14C – April 24, 2024 Executive Officer's Report
- Item 14D – Draft AMI Professional Services Contract and Exhibits

## **ITEM 14A**

### **AN ORDINANCE TO REQUIRE THAT FLOWMETERS BE EQUIPPED WITH ADVANCED METERING INFRASTRUCTURE (AMI) TELEMETRY**

The Board of Directors of the Fox Canyon Groundwater Management Agency, State of California, hereby ordain as follows:

#### **ARTICLE 1. Findings**

The Board of Directors hereby finds that:

- A. The Agency has the authority to adopt ordinances to regulate, conserve, manage, and control the use and extraction of groundwater within its territory.
- B. Excessive groundwater extraction can cause overdraft, failed wells, deteriorated water quality, environmental damage, and irreversible land subsidence that damages infrastructure and diminishes an aquifer's capacity for groundwater storage.
- C. The Agency is developing a Groundwater Sustainability Plan in accordance with the Sustainable Groundwater Management Act of 2014 that will identify the means by which the Agency will achieve the sustainability goal for each of the groundwater basins within the Agency.
- D. Accurate and timely measurement and reporting of groundwater extraction data are essential elements to achieving effective and sustainable groundwater management of the basins underlying the Agency boundaries.
- E. The Agency may require that extraction facilities be equipped with waterflow measuring devices and that operators report total extractions to the Agency.
- F. Advanced Metering Infrastructure (AMI) is a robust method to measure well activity and may be used as part of a groundwater management program to effectively monitor and manage groundwater extractions.
- G. Installation of AMI devices on extraction facilities will result in: (i) more comprehensive groundwater extraction data; (ii) timely reporting of groundwater extractions, (iii) improved groundwater management; (iv) reduced need for and reliance on manual reporting; and (v) more efficient groundwater use.
- H. The adoption of this ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3), 15301, 15307, and 15308. These provisions exempt a project if there is no possibility the activity will have a significant effect on the environment, the activity consists of minor alteration of existing facilities, or the activity is taken to ensure the maintenance, restoration, or enhancement of natural resources or the environment. This ordinance will conserve and improve the availability of Agency water resources and will help ensure the maintenance and sustainability of certain local and imported water resources.

## ARTICLE 2. Purpose

The purpose and intent of this ordinance is to: a) provide for broader and simultaneous measurement and reporting of groundwater extractions; b) improve the Agency's ability to monitor and manage groundwater use; c) facilitate implementation of a Groundwater Sustainability Plan; and d) promote sustainable groundwater management within the Agency.

## ARTICLE 3. Definitions

- 3.1 "Advanced Metering Infrastructure (AMI)" means a fully automated infrastructure consisting of various technologies integrated into new and existing flowmeters that enables communication between a groundwater extraction facility and a centralized computer database via cellular, radio, or satellite communication systems to acquire real-time or near real-time groundwater extraction data.
- 3.2 "Agency" means the Fox Canyon Groundwater Management Agency.
- 3.3 "Agricultural extraction facility" means a facility from which the groundwater produced is used on lands in the production of plant crops or livestock for market, and uses incidental thereto.
- 3.4 "Board" means the Board of Directors of the Fox Canyon Groundwater Management Agency.
- 3.5 "Device" means an instrument designed to be attached to a flowmeter that measures flowmeter activity through various sensors and uses telemetry to transmit a record of that activity to a centralized computer data base.
- 3.6 "Executive Officer" means the individual appointed by the Board to administer Agency functions or his/her designee.
- 3.7 "Extraction facility" means any device or method (e.g. water well) for extraction of groundwater within a groundwater basin or aquifer.
- 3.8 "Flowmeter" means a manufactured instrument for measuring and recording the volume of water moving through a pipeline.
- 3.9 "Operator" means a person who operates an extraction facility. In the event the Agency is unable to determine who operates a particular extraction facility, the "operator" shall mean the person to whom the extraction facility is assessed by the County Assessor, or, if not separately assessed, the person who owns the land upon which the extraction facility is located.
- 3.10 "Municipal and Industrial extraction facility" means a facility from which the groundwater produced is used for domestic, industrial, commercial or fire protection purposes.
- 3.11 "Resolution" means a formal statement of a decision adopted by the Board.

## ARTICLE 4. AMI Requirement Compliance Schedule

4.1 In order to carry out the purpose of this ordinance, and except as otherwise provided herein, the flowmeter specified in chapter 3.0 of the Agency Ordinance Code shall be equipped with an AMI device that automatically records and reports extractions to the Agency. Compliance with this article shall occur according to the following schedule:

4.1.1. An AMI device shall be installed on all agricultural extraction facilities required to be equipped with flowmeters no later than December 31, 2018.

4.1.2. An AMI device shall be installed on all municipal and industrial extraction facilities required to be equipped with flowmeters no later than October 1, 2019.

4.1.3. An AMI device shall be installed on all other extraction facilities required to be equipped with flowmeters no later than October 1, 2020.

4.2 The requirements of this article may be met by replacing or retrofitting the flowmeter with the required AMI equipment. Technical specifications and standards for the installation, operation, and maintenance of the device required under this article shall be set forth in a Resolution.

## ARTICLE 5. Request for Additional Time

An operator may submit a request for an extension of the compliance date in article 4, not to exceed six (6) months, to comply with the provisions of this ordinance. The Executive Officer may grant such extensions upon a showing of good cause. For purposes of this article 5, good cause includes, but is not limited to, proof that compliance with this ordinance will cause undue financial hardship or that the required equipment could not be installed by the compliance date in article 4 due to a factor beyond the operator's control.

## ARTICLE 6. Alternative Reporting

In areas where it is demonstrated that compliance with the requirements of article 4 is impossible or highly impractical, the operator shall report extractions on a monthly basis. Extraction reports required under this article shall contain the information specified under section 2.3 of the Agency Ordinance Code, along with a photograph of the flowmeter totalizer reading. The report shall be filed no later than the 15<sup>th</sup> day of each month following the month in which the extraction facility is operated. The monthly report required by this article shall be in addition to other reporting requirements set forth in the Agency Ordinance Code. Failure to file the monthly report when due is a violation of this ordinance. An operator who violates this article more than three (3) times within any 12-month period shall be subject to monthly site visits from Agency staff to manually read the flowmeter. An operator who becomes subject to monthly flow meter readings under this article shall be responsible for all costs incurred by the Agency, including legal fees, in enforcing the provisions of this ordinance.

## ARTICLE 7. Compliance with Existing Reporting Requirements

Except as provided in article 6, nothing in this ordinance is intended to rescind, repeal, modify, or adjust any reporting requirements set forth in the Agency Ordinance Code.

## ARTICLE 8. Compliance and Inspection

The device required by article 4 shall be installed in a manner that makes it reasonably accessible for inspection and testing. The Agency may enter a property to inspect the flowmeter and AMI unit for compliance with this ordinance and/or Resolution 2018-01 at any reasonable time, or at least within 72 hours after notice or request by the Agency to the landowner or extraction facility operator. Should an operator decline two (2) consecutive inspection requests by the Agency, the Agency may obtain a warrant to enter the property for the purpose of carrying out the inspection. An operator or landowner who declines two (2) consecutive inspection requests by the Agency shall be responsible for all costs incurred by the Agency, including legal fees, in obtaining and executing a warrant to enforce the provisions of this ordinance and may be subject to a civil penalty of up to one thousand dollars (\$1,000) per day (see Article 9).

## ARTICLE 9. Enforcement

Failure to comply with any provision of this ordinance is a violation subject to a civil penalty of up to one thousand dollars (\$1,000) per day. In addition, the Agency may petition the superior court for a temporary restraining order, preliminary or permanent injunction prohibiting operation of the extraction facility, or such other equitable relief as may be appropriate.

## ARTICLE 10. Effective Date

This ordinance shall take effect and be operative 30 days after its adoption.

PASSED AND ADOPTED this 28 day of February, 2018, by the following vote:

AYES: 4 (Chair West, Director Zaragoza, Director Eranio, Director Craven)

NOES: 0

ABSENT: 1 (Director Borchard)

  
\_\_\_\_\_  
Chair, Board of Directors  
Fox Canyon Groundwater  
Management Agency

ATTEST:

By:   
Clerk of the Board



**ITEM 14B**

**Resolution No. 2018- 02**  
**Of the**  
**Fox Canyon Groundwater Management Agency**

**A RESOLUTION DELEGATING AUTHORITY TO THE EXECUTIVE OFFICER TO  
ENTER INTO PROFESSIONAL SERVICES CONTRACTS**

**WHEREAS**, the Agency may hire such contractors and consultants as it considers appropriate; and


**WHEREAS**, the Board has appointed an Executive Officer to act as manager of the Agency and to perform its executive functions; and

**WHEREAS**, the Board previously approved a spending limit for the Executive Officer of \$5,000; and

**WHEREAS**, the Board now desires to provide the Executive Officer with greater authority to retain contractors and consultants.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED THAT** the Executive Officer may enter into and administer professional services contracts where the total estimated cost of the contract, including change orders, amendments and modifications, does not exceed the maximum sum of \$25,000.

On a motion by Director Craven and seconded by Director Eranio, the foregoing Resolution was duly passed and adopted by the Board of Directors at a regularly scheduled meeting of the Board held on this 24th day of January 2018 in Ventura, California.

  
\_\_\_\_\_  
Eugene F. West, Chair, Board of Directors  
Fox Canyon Groundwater Management Agency

ATTEST: I hereby certify that the above is a true and correct copy of Resolution No. 2018-02.

By:

  
\_\_\_\_\_  
Keely Royce, Clerk of the Board

**FOX CANYON  
GROUNDWATER MANAGEMENT AGENCY**

A STATE OF CALIFORNIA WATER AGENCY

**BOARD OF DIRECTORS**

**Eugene F. West**, Chair, Director, Camrosa Water District  
**Kelly Long**, Vice Chair, Supervisor, County of Ventura  
**David Borchard**, Farmer, Agricultural Representative  
**Lynn Maulhardt**, Director, United Water Conservation District  
**Tony Trembley**, Mayor, City of Camarillo

**INTERIM EXECUTIVE OFFICER****Arne Anselm**

April 24, 2024

Board of Directors  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1600

**SUBJECT: Executive Officer's Report – (New Item)****RECOMMENDATION:** Receive and file an informational update on Agency activities.**CONTRACTS**

In 2018 your Board authorized the Executive Officer to enter professional services contracts up to \$25,000. I exercised this authority to fill short-term needs with the three contracts described below. Each of these contracts includes a not to exceed limit of \$25,000.

- Las Posas Valley water rights holders are required under the Las Posas Adjudication Judgment to report water extractions and use by May 1<sup>st</sup>. Regional Government Services (RGS) was contracted to develop an electronic reporting tool, provide assistance and instructions on the tool, and attend a meeting to introduce and explain the tool. RGS will compile all extraction and use data for the Watermaster. This contract's scope also includes General Support Services as requested by Agency.
- Under an existing Agency resolution, operators are required to equip their flowmeters with advanced metering infrastructure (AMI). The Agency contracted with Rincon Associates to assist with AMI data input/data management, track data deliverables from AMI vendors, and import the monthly data.
- As identified in item 3 of this month's meeting agenda, Hallmark Group was contracted to evaluate the staffing needs of the Agency to meet its goals through the end of this year and for the next fiscal year. This contract's scope also includes General Support Services as requested by Agency.

**CONCLUSION:**

This letter has been reviewed by Agency Counsel. If you have any questions, please call me at (805) 805.654.3942.

Sincerely,

Arne Anselm  
Interim Executive Officer

Attachment: Item 7A – EO Correspondence RE: *People v. Naumann*; VCSC Case No. 2023020834

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**PROFESSIONAL SERVICES CONTRACT**  
**with RINCON CONSULTANTS, INC**

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***Advanced Metering Infrastructure (Telemetry) Data Management Services***

This "CONTRACT" is made and entered into as of the 1st day of August, 2024, by and between the Fox Canyon Groundwater Management Agency (AGENCY), and Rincon Consultants, Inc (CONSULTANT), regarding CONSULTANT's performance of the work and services described in Exhibit A (the "Work"). Hereinafter, AGENCY and CONSULTANT may be referred to individually as a PARTY or collectively as the PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

**1. Scope of Work; Standard of Performance**

AGENCY hereby retains CONSULTANT to perform the Work described in Exhibit A, attached hereto and incorporated herein by this reference. The Work shall be performed in accordance with the terms and conditions of this CONTRACT (including all exhibits hereto). In performing the Work, CONSULTANT shall exercise the degree of skill and care customarily exercised by professionals in the State of California when providing similar services with respect to similarly complex work and projects.

**2. Schedule**

All Work and any portion thereof separately identified shall be completed within any applicable time schedule provided in Exhibit A. AGENCY may suspend a time schedule if CONSULTANT is delayed by a public agency reviewing documents produced by CONSULTANT pursuant this CONTRACT or solely due to acts or omissions of AGENCY, provided CONSULTANT promptly notifies AGENCY in writing of any such delay.

**3. Compensation, Invoicing, and Payment**

A. Compensation, invoicing, and payment for CONSULTANT's performance and provision of the Work shall be made in accordance with Exhibit B, attached hereto and incorporated herein by this reference.

B. Notwithstanding anything in this CONTRACT to the contrary, the total sum of all payments made by AGENCY to CONSULTANT for the performance or provision of the Work pursuant to this CONTRACT shall not exceed the "Not To Exceed Limit" specified in Exhibit B, attached hereto. AGENCY expressly reserves the right to deny any payment or reimbursement requested by CONSULTANT in excess of the Not To Exceed Limit.

**4. Term; Termination**

A. The term of this CONTRACT shall be from August 1, 2024, to December 31, 2024, unless sooner terminated as provided in this CONTRACT.

B. Upon receiving any notice of termination from AGENCY, CONSULTANT shall stop performing and providing all Work and cooperate with AGENCY to close out CONSULTANT's obligations under this CONTRACT. AGENCY shall pay CONSULTANT for all Work satisfactorily performed prior to CONSULTANT receiving notice of termination; provided, however, that such payments shall not exceed the "Not To Exceed Limit" specified in Exhibit B for completion of any separately identified task or phase

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## PROFESSIONAL SERVICES CONTRACT

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of the Work which, at the time AGENCY received notice of termination, has been started by request of AGENCY.

### 5. Right to Review

AGENCY shall have the right to review the Work at any time during AGENCY's usual working hours. Review, checking, approval, or other action by the AGENCY shall not relieve CONSULTANT of CONSULTANT's responsibility for the accuracy and completeness of the Work.

### 6. Work Product

On completion or any termination of this CONTRACT, AGENCY shall be entitled to immediate possession of, and CONSULTANT shall promptly furnish, on request, all reports, drawings, designs, computations, plans, specifications, correspondence, data and other work product prepared or gathered by CONSULTANT arising out of or related to the Work (collectively, "Work Product"). AGENCY has a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, Work Product for government purposes. CONSULTANT may retain copies of the Work Product for its files. Work Product prepared by CONSULTANT pursuant to this CONTRACT shall not be modified by AGENCY unless CONSULTANT's name, signatures, and professional seals are completely deleted. CONSULTANT shall not be responsible for any liabilities to AGENCY for the use of such Work Product that is modified by persons other than CONSULTANT.

### 7. Subconsulting

With the prior written consent of AGENCY, CONSULTANT may engage the professional services of subconsultants for the performance of a portion of the Work ("Subconsultants"). CONSULTANT shall be fully responsible for all Work performed by Subconsultants which shall be performed in accordance with all terms and conditions of this CONTRACT. All insurance requirements set forth in Section 11 below, "Insurance Requirements," shall apply to each Subconsultant, except to the extent such requirements are modified or waived in writing by AGENCY. CONSULTANT shall ensure that each Subconsultant obtains and keeps in force and effect during the term of this CONTRACT the required insurance.

### 8. Independent Contractor

A. No Employment Relationship. CONSULTANT is an independent contractor, and no relationship of employer and employee is created by this CONTRACT. Neither CONSULTANT nor any of the persons performing services for CONSULTANT pursuant to this CONTRACT, whether said person be a principal, member, partner, officer, employee, agent, volunteer, associate, Subconsultant, or otherwise of CONSULTANT, will have any claim under this CONTRACT or otherwise against AGENCY for any salary, wages, sick leave, vacation pay, retirement, social security, workers' compensation, disability, unemployment insurance, federal, state or local taxes, or other compensation, benefits or taxes of any kind. AGENCY is not required to make any deductions from the compensation payable to CONSULTANT under the provisions of this CONTRACT. CONSULTANT shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONSULTANT does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state law.

B. No AGENCY Control of Means and Methods of Performance. Except as otherwise provided in this CONTRACT, AGENCY will have no control over the means or methods by which CONSULTANT will perform services under this CONTRACT, provided, however, that CONSULTANT will perform the Work and related services hereunder and function at all times in accordance with approved methods of practice in the professional specialty of CONSULTANT.

## PROFESSIONAL SERVICES CONTRACT

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C. Third Parties Employed by CONSULTANT. If, in the performance of this CONTRACT, any third parties (including, without limitation, Subconsultants) are employed by CONSULTANT, such third parties will be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and other applicable requirements of law will be the responsibility of and determined by CONSULTANT, and AGENCY will have no right or authority over such third parties or the terms of such employment, except as may be provided in this CONTRACT.

D. Compliance with Workers' Compensation Laws. CONSULTANT will comply with all applicable provisions of the Workers Compensation Insurance and Safety Act of the State of California (codified as amended commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all applicable similar state and federal acts or laws, and will indemnify and hold harmless AGENCY and the County of Ventura from and against all Third-Party Claims (defined in Section 10 hereof) presented, brought, or recovered against AGENCY or the County of Ventura, for or on account of any liability under any of said laws which may be incurred by reason of any services to be performed under this CONTRACT.

E. Indemnity for Claims of Employer-Employee Relationship. Notwithstanding anything herein to the contrary, CONSULTANT agrees to defend (with counsel acceptable to AGENCY), indemnify, and hold harmless AGENCY and the County of Ventura and their respective boards, agencies, departments, officers, employees, agents and volunteers from and against any and all Third-Party Claims (defined in Section 10 hereof) made against AGENCY and the County of Ventura based upon any contention by any third-party that an employer-employee relationship exists by reason of this CONTRACT. CONSULTANT further agrees to hold AGENCY and the County of Ventura harmless from and to compensate AGENCY and the County of Ventura for any Third-Party Claims against AGENCY or the County of Ventura for payment of state or federal income or other tax obligations relating to CONSULTANT's compensation under the terms of this CONTRACT. CONSULTANT will not settle or otherwise compromise a Third-Party Claim covered by this Section 8(E) without AGENCY's advance written approval. This Section 8(E) does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of CONSULTANT.

### 9. Conflicts of Interest

A. During the term of this CONTRACT, CONSULTANT shall not have or obtain economic interests, or participate in activities, that conflict with AGENCY's interests with respect to this CONTRACT and the Work. CONSULTANT shall take reasonable measures to ensure that CONSULTANT and its principals, officers, employees, agents, and Subconsultants do not possess or obtain a financial conflict of interest, and do not participate in activities that conflict with the AGENCY's interests, with respect to this CONTRACT and the Work. CONSULTANT shall promptly inform AGENCY of any matter that could reasonably be interpreted as creating a conflict of interest for CONSULTANT with respect to this CONTRACT or the Work. This Section 9(A) is not intended to modify the standard of performance as set forth in this CONTRACT.

B. CONSULTANT acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that principals, officers, employees and agents of consultants retained by a public agency may be deemed "public officials" subject to the Act if they make or advise AGENCY on decisions or actions to be taken by AGENCY. To the extent AGENCY determines that the Act applies to CONSULTANT or its principals, officers, employees or agents, each designated person shall abide by the Act, including the requirement for public officials to prepare and file statements disclosing specified economic interests, as directed by AGENCY. In addition, CONSULTANT acknowledges and shall abide by the contractual conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

C. During the term of this CONTRACT, CONSULTANT shall not employ or compensate AGENCY's current employees.

**10. Defense and Indemnification**

A. CONSULTANT shall defend (with attorneys acceptable to AGENCY), indemnify, and hold harmless AGENCY and the County of Ventura, their respective boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all third-party claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Third-Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, arising directly or indirectly out of, resulting from, or in connection with, the performance of this CONTRACT and/or the Work by CONSULTANT or CONTRACTOR's officers, directors, employees, agents, representatives, Subconsultants, and anyone directly or indirectly employed by them. CONSULTANT shall not settle or otherwise compromise a Third-Party Claim covered by this Section 10 without AGENCY's advance written approval. Notwithstanding the foregoing, CONSULTANT's obligation to defend, indemnify, and hold harmless under this Section 10 shall not extend to Third Party Claims resulting from the gross negligence or willful misconduct of Indemnitees.

B. CONSULTANT's obligation to defend, indemnify, and hold Indemnitees harmless under this Section 10 is not limited to, or restricted by, any requirement in this CONTRACT for CONSULTANT to procure and maintain a policy of insurance and shall survive any termination or expiration of this CONTRACT.

C. This Section 10 shall control and govern the PARTIES' obligations over any contrary provision or language in the Exhibits, including any fee schedules attached thereto.

**11. Insurance Requirements**

A. Without limiting CONSULTANT's duty to defend and indemnify AGENCY as required herein, CONSULTANT shall, at CONSULTANT's sole cost and expense and throughout the term of this CONTRACT and any extensions hereof, carry one or more insurance policies that provide at least the following minimum coverage:

i. Commercial general liability insurance shall provide a minimum of \$1,000,000.00 coverage for each occurrence and \$2,000,000.00 in general aggregate coverage.

ii. Automobile liability insurance shall provide a minimum of either a combined single limit (CSL) of \$1,000,000.00 for each accident or all of the following: \$250,000.00 bodily injury (BI) per person, and \$500,000.00 bodily injury per accident, and \$100,000.00 property damage (PD). Automobile liability insurance is not required if CONSULTANT does no traveling in performing the Work.

iii. Workers' compensation insurance in full compliance with California statutory requirements for all employees of CONSULTANT in the minimum amount of \$1,000,000.00. This workers' compensation insurance requirement may only be waived by AGENCY in writing if CONSULTANT is a sole proprietor with no employees and CONSULTANT provides AGENCY with evidence of such before commencing any work under the CONTRACT.

iv. Professional liability (errors and omissions) insurance shall provide a minimum of \$1,000,000.00 coverage per claim and \$2,000,000.00 in annual aggregate coverage.



## PROFESSIONAL SERVICES CONTRACT

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B. If CONSULTANT maintains higher limits than the minimums shown above, AGENCY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to AGENCY.

C. With respect to any coverage written on a "claims made" basis, CONSULTANT shall, for three years after the date when this CONTRACT is terminated or completed, maintain such policy with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). AGENCY may withhold final payments due until satisfactory evidence of the continued maintenance of such policy or the tail coverage is provided by CONSULTANT to AGENCY. Such policy shall allow for reporting of circumstances or incidents that may give rise to future claims.

D. CONSULTANT shall notify AGENCY immediately if CONSULTANT's general aggregate of insurance is exceeded by valid litigated claims in which case additional levels of insurance must be obtained to maintain the above-stated requirements. All required insurance shall be written by a financially responsible company or companies authorized to do business in the State of California. CONSULTANT shall notify AGENCY of any and all policy cancellations within three working days of the cancellation.

E. The commercial general liability policy shall name "Fox Canyon Groundwater Management Agency" and the "County of Ventura" as additional insureds ("Additional Insureds"). All required insurance shall be primary coverage as respects the Additional Insureds, and any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance coverage and shall not contribute to it. Coverage shall apply separately to each insured, except with respect to the limits of liability, and an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds. Additional Insured coverage shall include both ongoing and completed operations. In the case of policy cancellation, AGENCY shall be notified by the insurance company or companies as provided for in the policy.

F. CONSULTANT hereby waives all rights of subrogation against AGENCY, the County of Ventura, all special districts governed by the Ventura County Board of Supervisors, and each of their boards, directors, employees, agents, and representatives for losses arising directly or indirectly from the activities or Work under this CONTRACT. The commercial general liability, automobile liability, and workers' compensation policies shall contain a provision or endorsement needed to implement CONSULTANT's waiver of these rights of subrogation.

G. Prior to commencement of the Work, CONSULTANT shall furnish AGENCY with certificates of insurance and endorsements effecting all coverage required hereunder. Copies of renewal certificates and endorsements shall be furnished to AGENCY within 30 days of the expiration of the term of any required policy. CONSULTANT shall permit AGENCY at all reasonable times to inspect any policies of insurance required hereunder.

H. Each insurance policy required above shall state that coverage shall not be canceled except with notice to AGENCY.

### 12. Claims and Disputes

A. Administrative Review. Prior to filing a complaint in arbitration against AGENCY seeking payment of money or damages regarding the Work, an extension of contract time, or an interpretation or adjustment of the terms of this CONTRACT, including "pass-through" claims asserted by CONSULTANT on behalf of a Subconsultant (collectively referred to hereinafter as "claim"), CONSULTANT shall first

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## PROFESSIONAL SERVICES CONTRACT

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exhaust its administrative remedies by attempting to resolve the claim with AGENCY's staff. CONSULTANT shall initiate the administrative review process no later than 60 calendar days after the claim has arisen by submitting to the 'AGENCY'S project manager a written statement describing each claim and explaining why CONSULTANT believes AGENCY is at fault, as well as all correspondence and evidence regarding each claim. CONSULTANT may appeal the decision made by the AGENCY's project manager to the AGENCY's executive officer, provided that AGENCY receives such appeal in writing no later than 30 calendar days after the date of the decision being appealed. If CONSULTANT does not appeal a decision to the next level of administrative review within this 30 calendar day period, the decision shall become final and binding and not subject to appeal or challenge.

B. Arbitration. All CONSULTANT claims not resolved through the administrative review process stated above shall be resolved by arbitration unless AGENCY and CONSULTANT agree in writing, after the claim has arisen, to waive arbitration and to have the dispute litigated in a court of competent jurisdiction. Arbitration shall be pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code and the regulations promulgated thereto, chapter 4 (commencing with section 1300) of division 2 of title 1 of the California Code of Regulations (collectively, "Rules for Public Works Contract Arbitrations"). Arbitration shall be initiated by a complaint in arbitration prepared, filed and served in full compliance with all requirements of the Rules for Public Works Contract Arbitrations. CONSULTANT consents and agrees that AGENCY may join it as a party to any arbitration involving third-party claims asserted against AGENCY and the County of Ventura arising from or relating to any Work performed by CONSULTANT hereunder.

### 13. Compliance with Laws and Regulations; Permits and Licenses

CONSULTANT shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws and regulations. CONSULTANT certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to AGENCY, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its principals, officers, employees, agents and Subconsultants to comply with all applicable statutes, ordinances, regulations, and/or other laws, that apply to performance of this CONTRACT and the Work. AGENCY is entitled to review and copy all such applications, permits, and licenses which CONSULTANT shall promptly make available upon AGENCY's request.

### 14. Miscellaneous

A. Exhibits. The following exhibits are attached to, incorporated into, and a part of this CONTRACT:

- Exhibit A (Scope of Work)
- Exhibit B (Compensation, Invoicing and Payment)
- Exhibit C (Consultant's Schedule of Fees)

In the event of a conflict between the terms of this CONTRACT and any exhibits, the terms of this CONTRACT shall govern unless otherwise expressly provided or complying with the CONTRACT would frustrate the purpose of the CONTRACT.

B. Entire Understanding. This CONTRACT is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the PARTIES' agreement with respect to the subject matter hereof, including but not limited to the Work. This CONTRACT supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either PARTY or any agent, principal, officer, partner, employee or representative of either PARTY, with

## PROFESSIONAL SERVICES CONTRACT

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respect to the subject matter hereof. Without limiting the foregoing, CONSULTANT acknowledges that no representation, inducement, promise or warranty not contained in this CONTRACT will be valid or binding against AGENCY.

C. Amendment and Modification. No modification, waiver, amendment or discharge of this CONTRACT shall be valid unless the same is in writing and signed by duly authorized representatives of both PARTIES.

D. Assignment. CONSULTANT will not assign this CONTRACT or any portion thereof to a third-party without the prior written consent of AGENCY, and any attempted assignment without such prior written consent will be null and void and will be cause, at AGENCY's sole and absolute discretion, for immediate termination of this CONTRACT. AGENCY may withhold its consent to assignment at its discretion. In the event AGENCY consents to assignment, the obligations of CONSULTANT hereunder shall be binding on CONSULTANT's assigns.

E. Third-Party Beneficiaries. Except for the Indemnitees specified in Sections 8 and 10, this CONTRACT does not, and the PARTIES do not intend to, confer a third-party beneficiary right of action on any third-party whatsoever, and nothing set forth in this CONTRACT will be construed so as to confer on any third-party a right of action under this CONTRACT or in any manner whatsoever.

F. Time of Essence. Time limits stated in this CONTRACT, including all exhibits hereto, are of the essence.

G. Governing Law; Venue. This CONTRACT is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference, or other proceeding concerning this CONTRACT shall be in Ventura County, California.

H. Notices. All notices, requests, claims, and other official communications under the CONTRACT shall be in writing and transmitted by one of the following methods: (i) personal delivery; (ii) courier where receipt is confirmed; or (iii) registered or certified mail, postage prepaid, return receipt requested. Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent to CONSULTANT at the current address on file with AGENCY for contract payment purposes, and shall be sent to AGENCY as follows:

Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1670

Either PARTY may change its contact information by providing written notice of the change to the other PARTY in accordance herewith.

I. Further Actions. The PARTIES agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this CONTRACT.

J. Legal Representation. Each PARTY warrants and represents that in executing this CONTRACT, the PARTY has relied upon legal advice from attorneys of the PARTY's choice (or had a reasonable opportunity to do so); that the PARTY has read the terms of this CONTRACT and had their

## PROFESSIONAL SERVICES CONTRACT

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consequences (including risks, complications and costs) completely explained to the PARTY by the PARTY's attorneys (or had a reasonable opportunity to do so); and that the PARTY fully understands the terms of this CONTRACT. Each PARTY further acknowledges and represents that it has executed this CONTRACT freely and voluntarily without the undue influence of any person, and the PARTY has not relied on any inducements, promises or representations made by any person not expressly set forth in this CONTRACT.

K. No Waiver. Failure by a PARTY to insist upon strict performance of each and every term, condition, and covenant of this CONTRACT shall not be deemed a waiver or relinquishment of the PARTY's rights to enforce any term, condition, or covenant.

L. Partial Invalidity. If any provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the PARTIES intend, and it shall be so deemed, that the remaining provisions of this CONTRACT shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

M. Interpretation of Contract. For purposes of interpretation, this CONTRACT shall be deemed to have been drafted by both PARTIES, and no ambiguity shall be resolved against any PARTY by virtue of the PARTY's participation in the drafting of the CONTRACT. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this CONTRACT. Where appropriate in the context of this CONTRACT, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter. Section and paragraph headings in this CONTRACT are included for ease of reference only and shall not affect its construction or interpretation.

N. Counterparts. This CONTRACT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

[SIGNATURES ON FOLLOWING PAGE]

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**PROFESSIONAL SERVICES CONTRACT**

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IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT through their duly authorized representatives as of the last date written below.

**RINCON CONSULTANTS, INC.**

**FOX CANYON GROUNDWATER  
MANAGEMENT AGENCY**

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

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

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

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

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

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

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

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

## **EXHIBIT A - SCOPE OF WORK AND SERVICES**

### **1. Overview of Services and Project**

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

Management of the AGENCY's Advanced Metering Infrastructure (AMI) data. The Agency adopted An Ordinance To Require That Flowmeters Be Equipped With Advanced Metering Infrastructure Telemetry Data Management on February 28, 2018. The purpose and intent of this ordinance is to: a) provide for broader and simultaneous measurement and reporting of groundwater extractions; b) improve the Agency's ability to monitor and manage groundwater use; c) facilitate implementation of a Groundwater Sustainability Plan; and d) promote sustainable groundwater management within the Agency.

### **2. Basic Services**

The following Basic Services shall be performed by CONSULTANT:

- CONSULTANT shall attend training provided by Agency covering the AMI program and data system, well operators and owner tracking and relevant ordinances.
- CONSULTANT shall monitor and track data deliverables from AMI vendors and alternative reporting users (monthly AMI data) via the dedicated email Ami@ventura.org.
- CONSULTANT shall keep the Ami@ventura.org inbox up-to-date and current.
- CONSULTANT shall import / enter monthly data received from AMI vendors and alternative reporting users into data management system (PP\_AMI list).
- CONSULTANT shall organize AMI Data, log / maintain records (PP\_AMI list, All AMI list, Vendor Data Tracking Spreadsheet) and maintain the listed records current.
- CONSULTANT shall perform quality control (group formatting, data validation, missing data, duplicates, abnormal extractions, filenames).
- CONSULTANT shall identify and document unreported meter changes, flowmeter roll-overs, damaged AMI, or if it is undergoing maintenance.
- CONSULTANT shall conduct vendor follow-up on identified Quality Control (QC) or reporting issues (negative extractions, abnormal extractions, missing data, late reporting of data, reported / unreported meter changes, damaged AMI, sensor vs serial number ID (Ranch Systems)).
- CONSULTANT shall develop data analysis (graphs) as and when required.
- CONSULTANT shall onboard new vendors: inform new vendors of formatting and report due date requirements, provide AMI data sheet templates, obtain contact information, follow up (new reporters often have several questions)
- CONSULTANT shall maintain AMI vendor contact spreadsheet and update when needed.
- CONSULTANT shall make recommendations and implement changes to improve operations.
- CONSULTANT shall meet with AGENCY staff as and when necessary to discuss the status of the project (in-person or remotely)



## **Professional Requirements**

A. Consistent with Section 13 of the CONTRACT, at CONSULTANT's sole cost and expense, CONSULTANT shall maintain his/her license(s) as a professional geologist or registered civil engineer in accordance with the California Business and Professions Code at all times during the term (including any extension) of the CONTRACT.

End of Exhibit A

## **EXHIBIT B COMPENSATION, INVOICING, AND PAYMENT**

### Compensation Summary.

- A. Except as expressly provided in the CONTRACT, the total sum of all payments made by AGENCY to CONSULTANT for services and work performed under this CONTRACT shall not exceed **\$53,977.88** ("Not To Exceed Limit"). AGENCY expressly reserves the right to deny any payment or reimbursement requested by CONSULTANT for services or work performed in excess of this Not To Exceed Limit.
- B. Subject to the Not To Exceed Limit set forth in subsection (A) above, AGENCY agrees to compensate CONSULTANT, on a time and materials basis for the satisfactory performance of the Work and services set forth in the CONTRACT, based upon the hourly rates set forth in Exhibit C, attached hereto, which rates shall remain fixed for the duration of the CONTRACT.

### Invoicing and Payment.

- A. CONSULTANT invoicing and requests for payment shall be made on an AGENCY-approved claim form and include the following:
  - 1. Personnel time records for work and services actually performed at the rates specified in this Exhibit if applicable; and
  - 2. Receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment if required above.
- B. Timely Invoicing Required.
  - 1. Timely invoicing by CONSULTANT is required. Delays in invoicing for services and work performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall invoice the AGENCY for the performance or provision of Work no later than 60 calendar days after the close of the month in which the Work was performed or provided.
  - 2. CONSULTANT shall submit a final invoice within 60 days of the earliest of the following events: (i) completion and acceptance by AGENCY of all Work required by the CONTRACT; or (ii) any termination of the CONTRACT.
- C. CONSULTANT shall submit invoices and/or requests for payment to:  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue, L#1610  
Ventura, CA 93009-1670
- D. Payments shall be made by AGENCY upon presentation of a properly completed AGENCY claim form and determination by AGENCY that all Work described in the claim form was performed or provided according to the CONTRACT.

End of Exhibit B

**EXHIBIT C**

**CONSULTANT RATES AND FEES**

**Rate Table**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
<b>Rincon Consultants, Inc.</b>					
1.	Principal/Director	Hour	\$255.66	n/a	No
2.	Supervising Environmental Scientist / Planner / Biologist	Hour	\$204.58	n/a	No
3.	Senior Environmental Scientist II / Sr. Planner II / Sr. Biologist II	Hour	\$193.80	n/a	No
4.	Senior Environmental Scientist / Planner/Biologist	Hour	\$178.20	n/a	No
5.	Environmental Scientist IV / Planner IV/Biologist IV	Hour	\$165.94	n/a	No
6.	Environmental Scientist III / Planner III/Biologist III	Hour	\$150.59	n/a	No
7.	Environmental Scientist II / Planner II / Biologist II	Hour	\$131.12	n/a	No
8.	Environmental Scientist I / Planner I / Biologist I	Hour	\$118.51	n/a	No
9.	AutoCAD, GIS Technician	Hour	\$111.35	n/a	No
10.	Graphic Designer	Hour	\$104.02	n/a	No
11.	Administrative	Hour	\$89.72	n/a	No
12.	Flow Meter	Day	\$50.00	n/a	No
13.					

Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

2)The Prevailing rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

3)The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

End of Exhibit C

# Approve and Authorize the Executive Officer to Execute a Professional Services Contract with Rincon Consultants Inc., to provide AMI Data Management Services

Item No. 14 – July 24, 2024

Fox Canyon Groundwater Management Agency and



Farai Kaseke (PhD, PMP, CSM)  
Assistant Groundwater Manager



# Background

- FCGMA Board adopted the Advanced Metering Infrastructure (AMI) Ordinance:
  - Provide for simultaneous measurement and reporting of groundwater extractions;
  - Improve the Agency's ability to monitor and manage groundwater use;
  - Facilitate implementation of a Groundwater Sustainability Plan;
  - Promote sustainable groundwater management within the Agency.
- AMI data is an integral part of the Agency's functions (extractions, estimates, meter changes, monthly data used for modeling etc.,)
- Water Resources Specialist (vacant)



# Background and Agency Actions

- [Resolution 2018-2](#), authorizes the Executive Officer to enter into professional services contracts (“Not to Exceed Limit” of \$25, 000) (*Item 14A*)
- Agency:
  - Solicited firms with water resources and data management capabilities
  - Conducted interviews with responsive firms
  - Selected Rincon Consultants Inc., as consultant (work order)
  - May 2018 – Rincon Consultants Inc. staff support
- Funding for the Rincon AMI work order will run out at the end of July 2024.
- AMI support will be required until December 2024 at a cost of \$53,977.88



# Proposed Scope of Work

- Monitoring and tracking data deliverables
- Managing monthly AMI data (maintain up-to-date database)
- Quality Control (QC)
- Identifying and documenting unreported meter changes
- Conducting vendor follow-up on reported QC or reporting issues
- Onboarding new AMI vendors



# Recommendations

1. Receive and file this presentation
2. Staff recommends your Board authorize the Executive Officer to execute a Professional Services Contract with Rincon Consultants Inc., to provide Advanced Metering Infrastructure until end of December 2024 at a cost of \$53,977.88.



TIFFANY N. NORTH  
COUNTY COUNSEL

JEFFREY E. BARNES  
CHIEF ASSISTANT

ALBERTO BOADA  
EMILY T. GARDNER  
JOSEPH J. RANDAZZO  
PRINCIPAL ASSISTANTS

**ASSISTANTS**

LISA CANALE  
JASON CANGER  
PHEBE W. CHU  
MITCHELL B. DAVIS  
DAVID EDSALL JR.  
ALISON L. HARRIS  
MARTHA ANN KNUTSON  
CYNTHIA KRAUSE  
KAREN V. MARBLE  
BRETT B. MCMURDO  
ILENE F. MICKENS  
SEAN A. PEREZ  
MARINA PORCHE  
CHRISTINE A. RENSHAW  
JACLYN SMITH  
MATTHEW A. SMITH  
LINDA L. STEVENSON  
THOMAS W. TEMPLE  
FRANCESCA S. VERDIN  
ERIC WALTERS

July 24, 2024

Board of Directors  
Fox Canyon Groundwater Management Agency  
800 South Victoria Avenue  
Ventura, CA 93009-1600

**SUBJECT:** Authorization for the Interim Executive Officer to Sign Contract Modification with Special Counsel - (New Item)

**RECOMMENDATION:** Authorize the Interim Executive Officer to execute a contract modification with Shute, Mihaly & Weinberger, LLP (SMW) to increase the not-to-exceed amount of the contract from \$450,000 to \$1,650,000, to continue defending lawsuits challenging Fox Canyon Groundwater Management Agency's groundwater sustainability plans and allocation ordinance for the Oxnard and Pleasant Valley groundwater basins, and representing the Agency in the comprehensive groundwater adjudication of those basins.

**DISCUSSION:** On August 23, 2023, your Board authorized the Executive Officer to retain SMW to serve as special counsel to the Agency in the OPV Basins adjudication. The not-to-exceed amount of the original contract was \$450,000. SMW has provided the Agency with valuable legal services in the adjudication and related legal challenges to the groundwater sustainability plans and allocation system for these basins. The cost of these services will soon reach the limit of the original contract amount and the court is expected to schedule a Phase 1 trial in the adjudication for the first half of 2025. In order to allow the Agency to continue to benefit from SMW's representation in this proceeding, a contract modification increasing the not-to-exceed amount is required.

**CONCLUSION:** Agency counsel recommends that the Interim Executive Officer be authorized to sign a contract modification with SMW to increase the not-to-exceed amount to \$1,650,000.

Board of Directors  
Fox Canyon Groundwater Management Agency  
July 24, 2024  
Page 2

If you have any questions, please call me (805) 654-2578.

Sincerely,

TIFFANY N. NORTH  
County Counsel

A handwritten signature in blue ink, appearing to read 'Alberto Boada', is written over a light blue rectangular background.

ALBERTO BOADA  
Assistant County Counsel

AB:sg

# FOX CANYON GROUNDWATER MANAGEMENT AGENCY

Ventura County Government Center Hall of Administration  
800 South Victoria Avenue, Ventura, California 93009-1610  
Phone: (805) 654-2014 Website: [www.fcgma.org](http://www.fcgma.org)

## DIRECTORS

**Eugene F. West (Chair)** – Small Water Districts (805) 657-2121 (*Term Exp 2-28-25*)  
*Executive Committee, Fiscal Committee*

**Kelly Long (Vice Chair)** – Ventura County Board of Supervisors (805) 654-2276 (*Term Exp 2-28-25*)  
*Executive Committee*

**David Borchard** – Farming Interests (805) 485-3525 (*Term Exp 2-28-26*)  
*Operations Committee, Flynn Award Selection Committee*

**Lynn Maulhardt** – United Water Conservation District (805) 982-0780 (*Term Exp 2-28-26*)  
*Operations Committee*

**Tony Trembley** – Five Cities (805) 388-5307 (*Term Exp 2-28-26*)  
*Fiscal Committee, Flynn Award Selection Committee*

## ALTERNATE DIRECTORS

**Raul Avila** – Small Water Districts (818) 798-8745 (*Term Exp 2-28-25*)

**Michael Craviotto** – Farming Interests (805) 766-9602 (*Term Exp 2-28-26*)

**Vianey Lopez** – Ventura County Board of Supervisors (805) 654-2613 (*Term Exp 2-28-25*)

**Sheldon Berger** – United Water Conservation District (805) 312-7653 (*Term Exp 2-28-26*)

**Bert Perello** – Five Cities (805) 240-6194 (*Term Exp 2-28-26*)

## STAFF

Arne Anselm – Interim Agency Executive Officer (805) 654-3942

Alberto Boada – Agency Legal Counsel (805) 654-2578

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Kathy Jones – Staff Services Specialist (805) 645-1372

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Kylen Wooley – Water Resources Compliance Specialist (805) 658-4374

Cynthia Rodriguez – Administrative Assistant (805) 662-6831

Elka Weber – Management Assistant | Clerk of the Board (805) 654-2014