



Board of Directors  
Lynn Maulhardt, President  
Catherine Keeling, Vice President  
Gordon Kimball, Secretary/Treasurer  
Keith Ford  
Mohammed Hasan  
Steve Huber  
Rachel Jones

General Manager  
Mauricio Guardado

Legal Counsel  
David D. Boyer

## **AGENDA FINANCE AND AUDIT COMMITTEE MEETING**

**Monday, March 3, 2025, at 9:00 a.m.  
UWCD Headquarters, First Floor, Board Room  
1701 N. Lombard Street, Oxnard CA 93030**

### **OPEN SESSION – ROLL CALL**

#### **1. Public Comments Information Item**

The public may comment on any matter not on the agenda within the jurisdiction of the Committee. All comments are subject to a five-minute time limit.

#### **2. Consent Calendar**

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

##### **2.1 Approval of Agenda Motion**

Approve March 3, 2025, Finance and Audit Committee meeting Agenda.

##### **2.2 Approval of Minutes Motion**

Approve Minutes of February 4, 2025, Finance and Audit Committee meeting.

##### **2.3 Check Recap Monthly Report Information Item**

Review the District's accounts payable recap for January 2025.

##### **2.4 Investment Monthly Report Information Item**

Review the District's investment portfolio and cash position as of January 31, 2025.

##### **2.5 Pipeline Delivery Monthly Report Information Item**

Review the District's pipeline water activities as of January 31, 2025.



**3. UWCD Board of Directors Meeting Agenda Items**

Review and discuss the following agenda items to be considered for approval at the March 12, 2025, Board of Directors meeting:

**3.1 Adopt a Resolution in Support of the State Water Project Delta Conveyance Facilities Funding Request to Continue Planning and Design Work Motion**

Recommend adoption of a Resolution directing the Ventura County Watershed Protection District to execute a Contribution or Advance of Money for Delta Conveyance Planning Activities Letter as per the Agreement for the Advance or Contribution of Money to the California Department of Water Resources by the Ventura County Watershed Protection District for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project on behalf of United Water Conservation District to the full Board.

**4. Administrative Services Department Monthly Report Information Item**


Review the monthly report from the Administrative Services team as well as receive a verbal presentation of its highlights.

**5. Future Agenda Items**

The Committee will suggest topics or issues for discussion at future meetings.

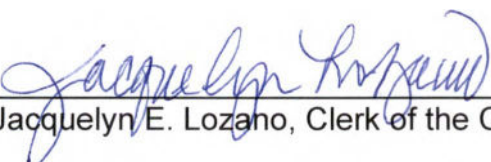
**6. Adjournment**

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

Approved  FOR MEG  
Mauricio Guardado, General Manager

Approved:   
Brian H. Zahn, Chief Financial Officer

This agenda was posted Thursday, February 27, 2025, at 9:00 a.m. at the United Water Conservation District Headquarters, Oxnard, CA and [www.unitedwater.org](http://www.unitedwater.org).

  
Jacquelyn E. Lozano, Clerk of the Committee



# United Water

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## CONSERVATION DISTRICT

### STAFF REPORT

**To:** UWCD Finance and Audit Committee Members

**Through:** Mauricio Guardado, General Manager  
Anthony A. Emmert, Assistant General Manager

**From:** Jackie Lozano, Clerk of the Committee

**Date:** February 25, 2025 (March 3, 2025, meeting)

**Agenda Item: 2.2 Approval of the February 4, 2025, Finance and Audit Committee Meeting Minutes**  
**Motion**

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**Staff Recommendation:**  
Approve the attached minutes.



Board of Directors  
 Lynn E. Maulhardt, President  
 Catherine P. Keeling, Vice President  
 Gordon Kimball, Secretary/Treasurer  
 Keith Ford  
 Mohammed A. Hasan  
 Steve Huber  
 Rachel Jones

General Manager  
 Mauricio Guardado

Legal Counsel  
 David D. Boyer

**MINUTES  
 FINANCE AND AUDIT COMMITTEE MEETING**

**Tuesday, February 4, 2025, at 10:30 a.m.  
 UWCD Headquarters, First Floor, Board Room  
 1701 N. Lombard Street, Oxnard CA 93030**

**Open Session**

Chair Catherine Keeling called the meeting to order at 10:30 a.m.

**Committee Members Roll Call**

Present: Directors Huber, Keeling, and Maulhardt

Absent: None.

**1. Public Comments:** None.

**2. Consent Calendar**

Action: M/S/C (Huber, Maulhardt) to approve the Consent Calendar items.

Vote: Ayes: Keeling, Huber, and Maulhardt; Noes: None; Absent: None.

**2.1 Approval of Agenda**

**Motion**

Approval of amended agenda. Minutes date was corrected to reflect December 2, 2024, on the agenda.

**2.2 Approval of Minutes**

**Motion**

Approved December 2, 2024, meeting minutes.

**2.3 District Staff and Board Member Reimbursement Quarterly Report  
Information Item**

Received and filed.

**2.4 Board Requested Cost Tracking Items  
Information Item**

Received and filed.

**2.5 Check Recap Monthly Report  
Information Item**

Received and filed.



**2.6 Investment Monthly Report**

**Information Item**

Received and filed.

**2.7 Pipeline Delivery Monthly Report**

**Information Item**

Received and filed.

**3. UWCD Board of Directors Meeting Agenda Items**

**3.1 Request from the California Department of Fish and Wildlife to Waive Interest Charges for Late Payment**

**Motion**

Action: M/S/C (Huber, Maulhardt) recommending approval of a request from the California Department of Fish and Wildlife to waive interest charges of \$10,398.00 for late payment to the full Board.

Vote: Ayes: Huber, Maulhardt, and Keeling; Noes: None; Absent: None.

**3.2 Request for Payment Plan from Esther Martinez (Boise Herb and Spice)**

**Motion**

Action: M/S/C (Huber, Maulhardt) recommending approval of the payment plan for Esther Martinez (Boise Herb and Spice) January 2025 Groundwater billing to the full Board.

Vote: Ayes: Huber, Maulhardt, and Keeling; Noes: None; Absent: None.

**4. Fiscal Year 2024-2025 Second Quarter Financial Report**

**Information Item**

Received and filed; presentation attached.

With General Manager guidance to staff, the Directors provided the following recommendations:

- In the future, quarterly update presentation slide nos. 7 and 8 (Top M&I Customers and Top Groundwater Customers) add a line totaling “all others” at the bottom.
- In the future, presentation slide no. 11 (Top 10 Accounts) add bottom line for payout and include the number of vendors and cost.
- Ventura County was looking into alternative energy sources and felt this was a topic staff should be thinking about. Future agenda item for discussion.



**5. Administrative Services Department Monthly Report  
Information Item**

Received and filed; presentation attached.

Director Huber was very appreciative of staff, Mauricio Guardado and Tony Huynh, for providing updates on the Hughes Fire.

**6. Future Agenda Items**

With General Manager guidance to staff, the Directors provided the following topics they would like to discuss at a future meeting:

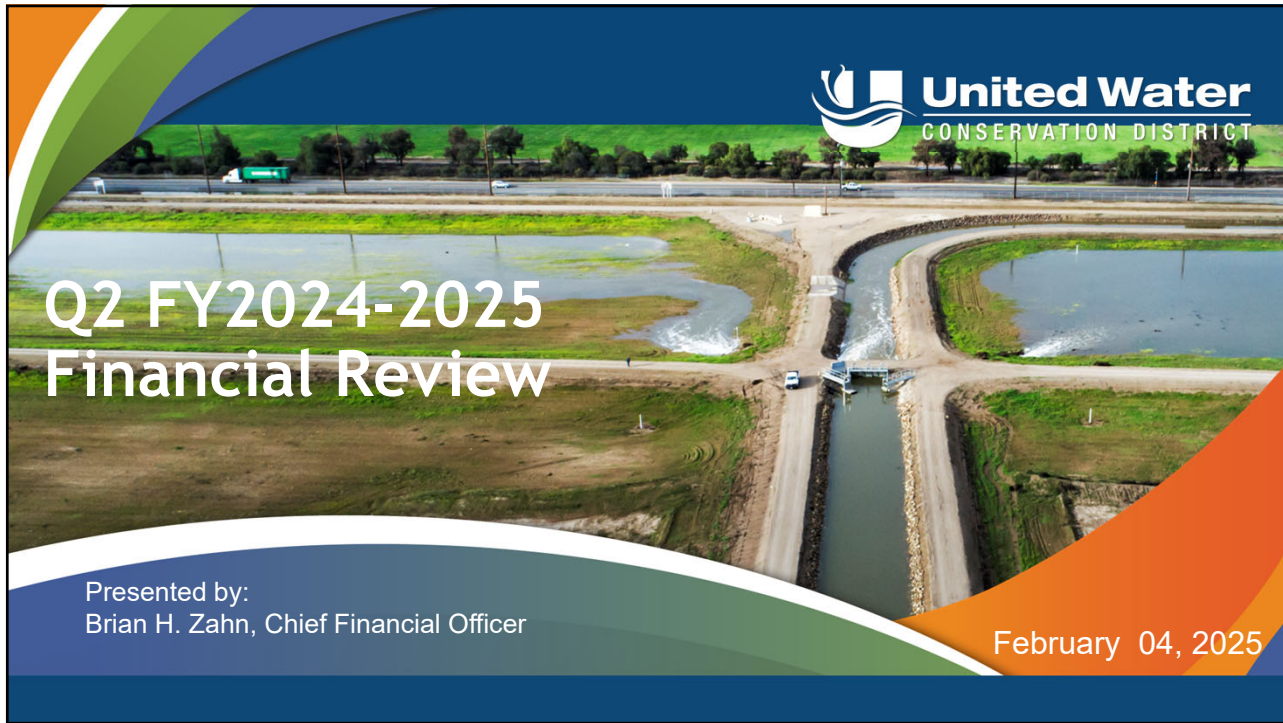
- Meetings are being set by Board members with local representatives and newly appointed council members to help with their knowledge of water and see what the Board can do in making sure those individuals understand what United does.
  - In the past, the District provided a presentation and tour of its facilities. Staff are open to receiving requests and can prepare to offer this to the individuals Directors are meeting.
    - Reminder to staff, when running into people who can use a boost in relationship building, inform them of the tours so they can be added to a list and with a message the Board/the District is here to help.

**7. Adjournment**

Chair Keeling adjourned the meeting at 11:49 a.m.

I certify that the above is a true and correct copy of the minutes of the UWCD Finance and Audit Committee Meeting of February 4, 2025.

Approved: \_\_\_\_\_  
Steve Huber, Chair



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### Highlights – Revenue

**PIPELINE REVENUE DRIVES FAVORABILITY TO BUDGET**

**REVENUE**

Total operating revenue is \$1.6M or 7% favorable to budget

- Pipeline revenue is favorable to budget by \$1.3M or 13%
- Groundwater revenue has not reported yet
- Taxes are favorable to budget by \$0.1K or 3%
- Other Operating Revenue is flat to budget
- Non-Operating Revenue is unfavorable to budget by \$0.4M or 5% primarily due to \$1.1M in Grants not received yet offset by positive variances in Finance Proceeds, Unrealized Gains and Revenue Reimbursement.

in \$000's	Q2 FY24-25 Actual	Q2 FY24-25 Budget	Q2 FY23-24 Actual
Taxes	4,383	4,239	4,830
Water Delivery/Fixed Cost	11,420	10,128	7,610
Groundwater	505	-	(120)
Other Operating Revenue	499	500	382
Non-Operating Revenue	6,926	7,309	1,870
<b>Total Revenue</b>	<b>\$ 23,732</b>	<b>\$ 22,176</b>	<b>\$ 14,572</b>

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## Highlights – Expenses

### PROFESSIONAL FEES AND CAPITAL SPEND DRIVE FAVORABILITY TO BUDGET

#### EXPENDITURE

Total expenditures are \$22.1M or 46% favorable to budget

- Professional and legal fees are favorable to budget \$1.8M or 35% due to underspending across all departments
- Operations expenses are favorable to budget \$16.6M or 60% primarily due to Capital being \$13.5M under spent

in \$000's	Q2 FY24-25	Q2 FY24-25 Budget	Q2 FY23-24 Actual
Personnel Expense	7,586	8,082	7,150
Professional Fees	3,345	5,139	4,558
Operating Expense	10,984	27,538	10,874
Allocated Overhead	2,387	3,651	2,604
Debt Service	262	1,307	296
Other	1,350	2,324	1,466
<b>Total Expenditure</b>	<b>\$ 25,914</b>	<b>\$ 48,041</b>	<b>\$ 26,947</b>

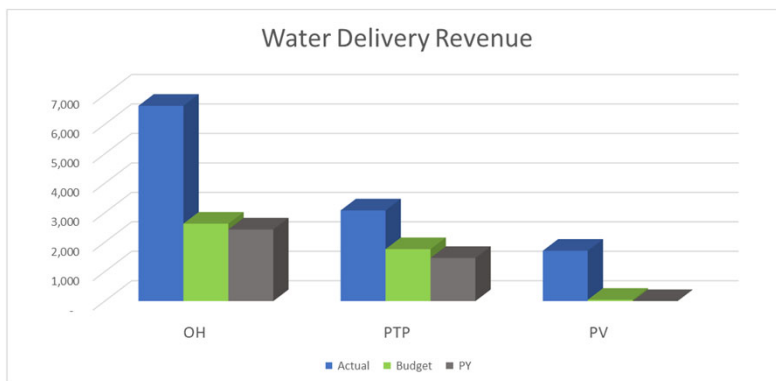


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## Pipeline Revenue

### EXCLUDING IN-LIEU OF PUMPING CHARGES



- Pipeline revenue up 157% against the budget
- OH 152% favorable
- PTP 75% favorable
- PV very favorable

Pipeline	Actual	Budget	PY	vs Budget	vs PY	% var Budget	% var PY
OH	6,630	2,629	2,432	4,001	4,198	152%	173%
PTP	3,079	1,764	1,466	1,315	1,614	75%	110%
PV	1,710	45	-	1,665	1,710	3699%	0%
	<b>\$ 11,419</b>	<b>\$ 4,439</b>	<b>\$ 3,898</b>	<b>\$ 6,981</b>	<b>\$ 7,521</b>	<b>157%</b>	<b>193%</b>

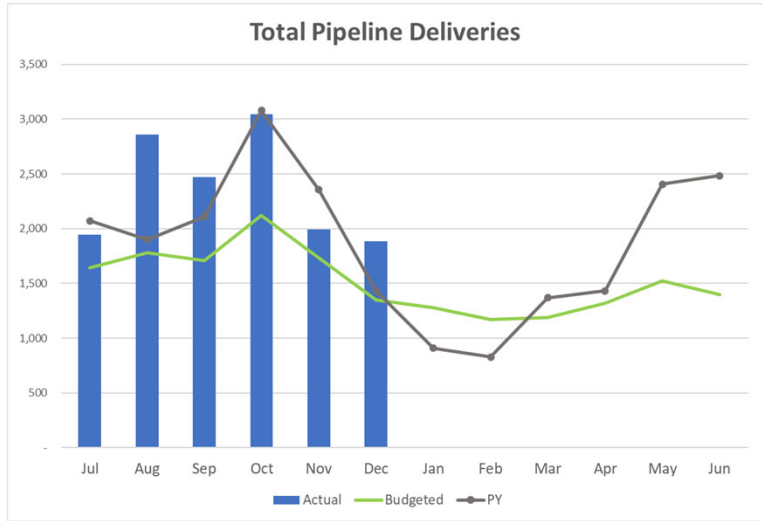


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## Pipeline Volume

DELIVERY VOLUME 14,192 AF YTD VS. BUDGET OF 10,330 AF



- Delivery volume 37% above budget (14,192 AF Actual vs. 10,330 AF Budget)
- All three pipelines driving the positive variance.



## Top AG Pipeline Customers

Customer	Total Usage	Total Revenue
PVCWD	2,854.20	\$ 931,444.34
Oceanview	356.44	\$ 288,695.01
Sorrento Berry Farms	224.01	\$ 229,780.93
Reiter Brothers & Laguna Farms	158.65	\$ 187,452.02
Laubacher Farms Inc	157.26	\$ 159,428.32
Catalinos Berry Farms	129.68	\$ 127,495.50
Tom Vujovich	104.95	\$ 100,862.33
Colorado Farms, LLC	85.57	\$ 82,929.63
Oxnard Village Apartments	73.08	\$ 75,122.39
Capri Farms LLC	69.18	\$ 67,763.64
<b>Total</b>	<b>4,213.02</b>	<b>\$ 2,250,974</b>



## Top M&I Pipeline Customers

Customer	Total Usage	Total Revenue
City of Oxnard	1,338.41	\$ 1,542,473.07
Port Hueneme & USNCBC	863.81	\$ 1,059,890.22
Vineyard Estates	37.66	\$ 51,814.29
Dempsey Road MWC	24.36	\$ 33,294.10
Cypress Mutual	12.44	\$ 16,514.01
Saviors Road MWC	8.04	\$ 10,393.76
Rio School	0.89	\$ 16,249.92
E & H Land Company	0.56	\$ 1,194.95
<b>Total</b>	<b>2,286.17</b>	<b>\$ 2,731,824</b>



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## Personnel Expenses

### SALARIES DRIVE BUDGET FAVORABILITY

\$000's	Q2 2024-25 Actual	Q2 2024-25 Budget	PY Actual	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Regular Salary	4,403	5,176	3,451	773	15%	952	28%
Over-time Salary	80	168	81	88	52%	-1	-1%
Part-time	324	259	153	(64)	-25%	171	112%
<b>Salaries</b>	<b>\$ 4,807</b>	<b>\$ 5,604</b>	<b>\$ 3,684</b>	<b>797</b>	<b>14%</b>	<b>\$ 1,122</b>	<b>30%</b>
Retirement- Classic	1,463	945	349	(518)	-55%	1,115	320%
Retirement - PEPRA	215	240	1,096	25	11%	-881	-80%
Soc Sec/457b Expense	249	287	191	38	13%	58	30%
Medicare Expense	68	75	53	7	9%	15	28%
SUI Expense	2	7	1	5	70%	1	50%
Medical Ins Exp	496	620	381	125	20%	115	30%
LTD	14	19	10	5	25%	4	36%
Life Insurance	12	15	10	4	24%	2	17%
Worker's Comp Expens	146	173	93	27	16%	54	58%
OPEB	20	21	38	0	0%	-17	-46%
Deferred Comp	35	37	31	3	8%	3	0%
Other	60	38	-	(21)	0%	60	0%
<b>Employee Benefits</b>	<b>\$ 2,779</b>	<b>\$ 2,478</b>	<b>\$ 2,253</b>	<b>-301</b>	<b>-12%</b>	<b>\$ 526</b>	<b>23%</b>
<b>Personnel Expenses</b>	<b>\$ 7,586</b>	<b>\$ 8,082</b>	<b>\$ 5,937</b>	<b>496</b>	<b>6%</b>	<b>\$ 1,648</b>	<b>28%</b>

- Salaries are favorable to budget \$0.8M or 14%
- Employee Benefits are unfavorable to budget \$0.3M or 12% primarily due to:
  - Higher Retirement costs



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## Operating Expenses

### PROFESSIONAL AND OPERATING EXPENSES DRIVE BUDGET FAVORABILITY

000's	Q2 2024-25 Actual	Q2 2024-25 Budget	PY Actual	Var to Budget	% Var to Budget	Var to PY	% Var to PY
Profess Fees - Engineering	3	212	134	(210)	-99%	(131)	-98%
Prof. Fees - Environmental	135	900	244	(765)	-85%	(109)	-45%
Prof. Fees - IT consulting	17	139	10	(122)	-88%	7	70%
Prof. Fees - GW Consulting	0	0	8	-	#DIV/0!	(8)	-100%
Prof. Fees - Other	417	1,089	252	(671)	-62%	165	66%
<b>Professional Fees</b>	<b>\$ 572</b>	<b>\$ 2,339</b>	<b>\$ 647</b>	<b>\$ (1,767)</b>	<b>-76%</b>	<b>\$ (75)</b>	<b>-12%</b>
<b>Legal Fees</b>	<b>\$ 2,773</b>	<b>\$ 2,800</b>	<b>\$ 719</b>	<b>\$ (26)</b>	<b>-1%</b>	<b>\$ 2,054</b>	<b>286%</b>
Utilities	563	1,315	797	(752)	-57%	(233)	-29%
Maintenance	519	1,336	583	(816)	-61%	(64)	-11%
Field Supplies	268	287	23	(19)	-7%	244	1043%
Insurance	946	649	696	297	46%	250	36%
Office Expenses	76	120	84	(45)	-37%	(8)	-9%
Miscellaneous	528	528	516	-	0%	11	2%
Travel, Trainings and Meetings	50	171	35	(122)	-71%	14	41%
Gasoline, Diesel, Fuel	94	121	94	(27)	-22%	0	0%
Fox Canyon GMA	-195	443	(81)	(638)	-144%	(114)	140%
Safety, supplies, clothing	62	121	73	(58)	-48%	(11)	100%
Telephone	39	51	33	(12)	-24%	6	18%
<b>General Operating Expenses</b>	<b>\$ 2,949</b>	<b>\$ 5,141</b>	<b>\$ 2,853</b>	<b>\$ (2,192)</b>	<b>-43%</b>	<b>\$ 96</b>	<b>3%</b>
<b>State Water Import Costs</b>	<b>\$ 2,176</b>	<b>\$ 2,599</b>	<b>\$ 572</b>	<b>\$ (423)</b>	<b>-16%</b>	<b>\$ 1,604</b>	<b>100%</b>
<b>Total Operating Expenses</b>	<b>\$ 8,471</b>	<b>\$ 12,879</b>	<b>\$ 4,791</b>	<b>\$ (4,408)</b>	<b>-34%</b>	<b>\$ 3,680</b>	<b>77%</b>

- Professional Fees are favorable to budget by \$1.8M
- Legal Fees are flat to budget
- Operating Expenses are favorable to budget \$2.2M Key variances include:
  - Maintenance \$816K favorable
  - Utilities \$752K favorable
  - Fox Canyon \$638K favorable
  - Off-set by unfavorable Insurance \$297K
- State Water Import Costs higher due to state water purchases



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## Top 10 Accounts Payable Vendors

Vendor	Payment Amount
CITY OF VENTURA	\$ 2,000,000.00
ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	\$ 513,157.17
GEI CONSULTANTS, INC.	\$ 509,510.31
ABC LIOVIN DRILLING INC.	\$ 445,877.75
BELLINGHAM MARINE INDUSTRIES INC.	\$ 265,050.00
CASITAS MUNICIPAL WATER	\$ 241,628.30
STANTEC CONSULTING SERVICE	\$ 170,823.98
GRANITE CONTSTUCTION COMPANY	\$ 159,980.00
JACOBS ENGINEERING GROUP INC.	\$ 151,847.79
BLACK & VEATCH CORPORATION	\$ 143,906.19



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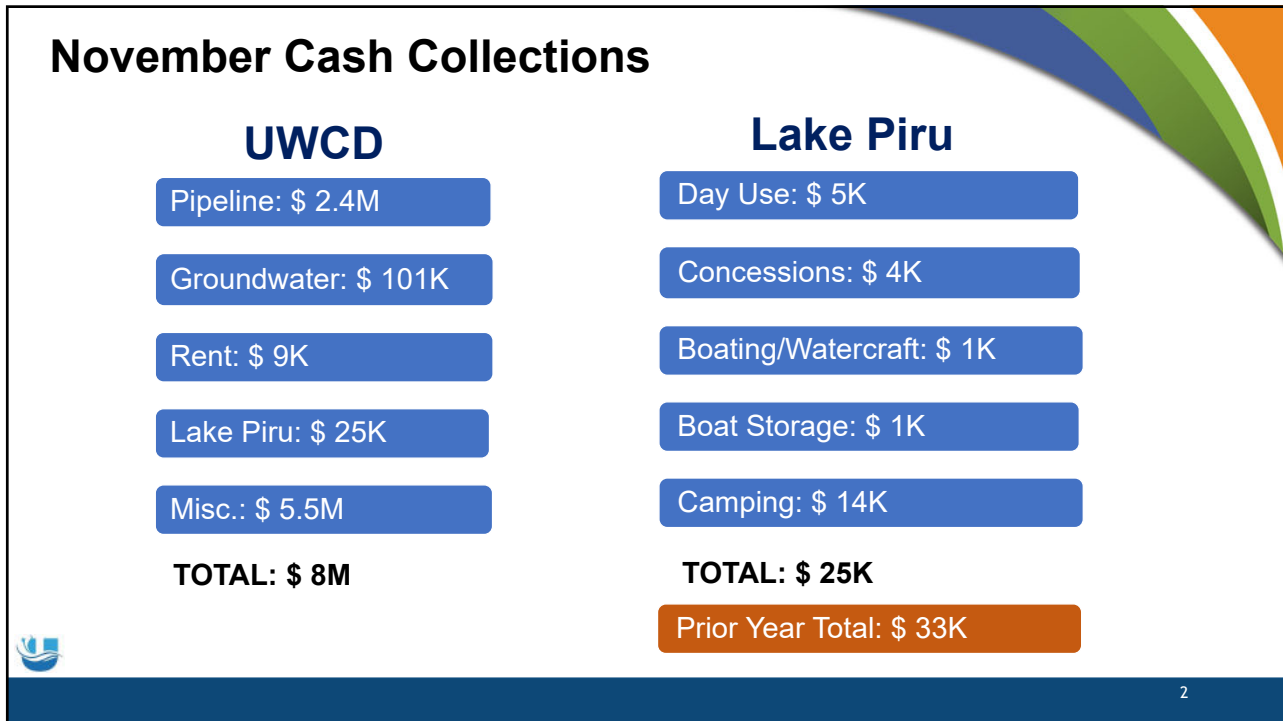
## SUPPLEMENTAL WATER PURCHASE FUND STATUS UPDATE

	<u>Revenue (\$000'S)</u>
Beginning Balance - July 1, 2024	\$5,145
Changes in Surcharge	\$962
Other	\$0
Ending Balance - December 31, 2024	\$6,107

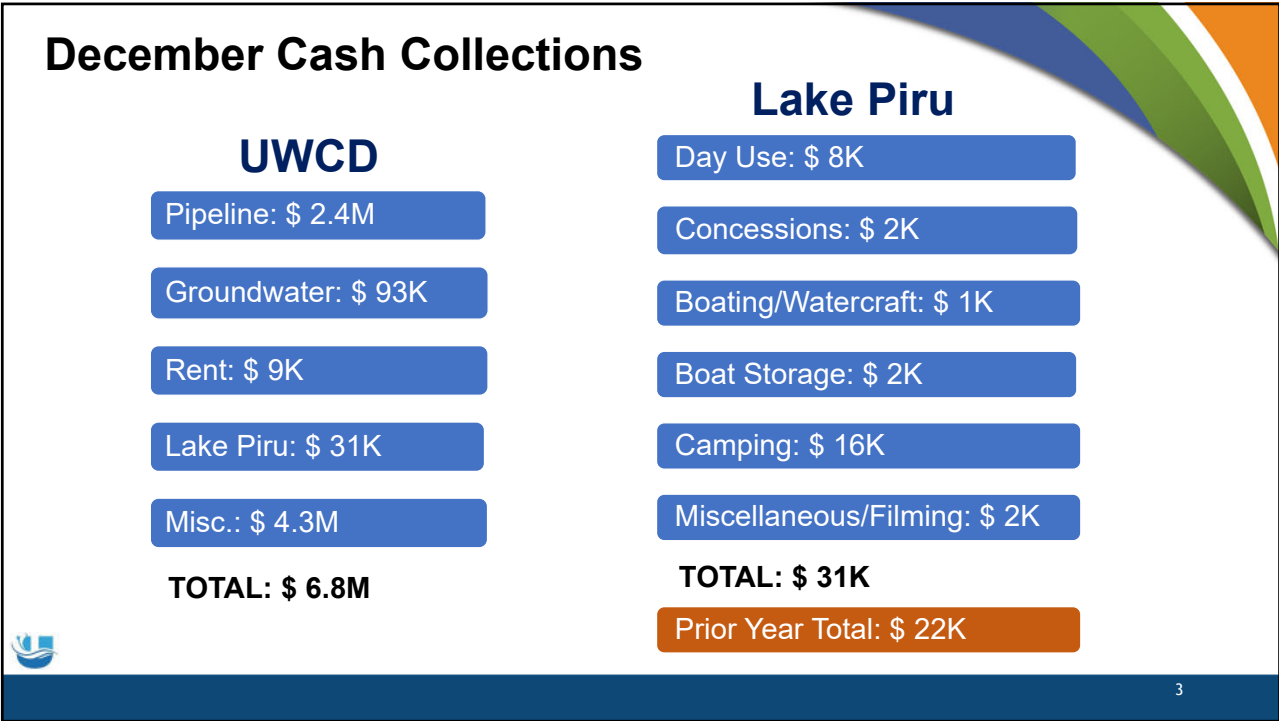




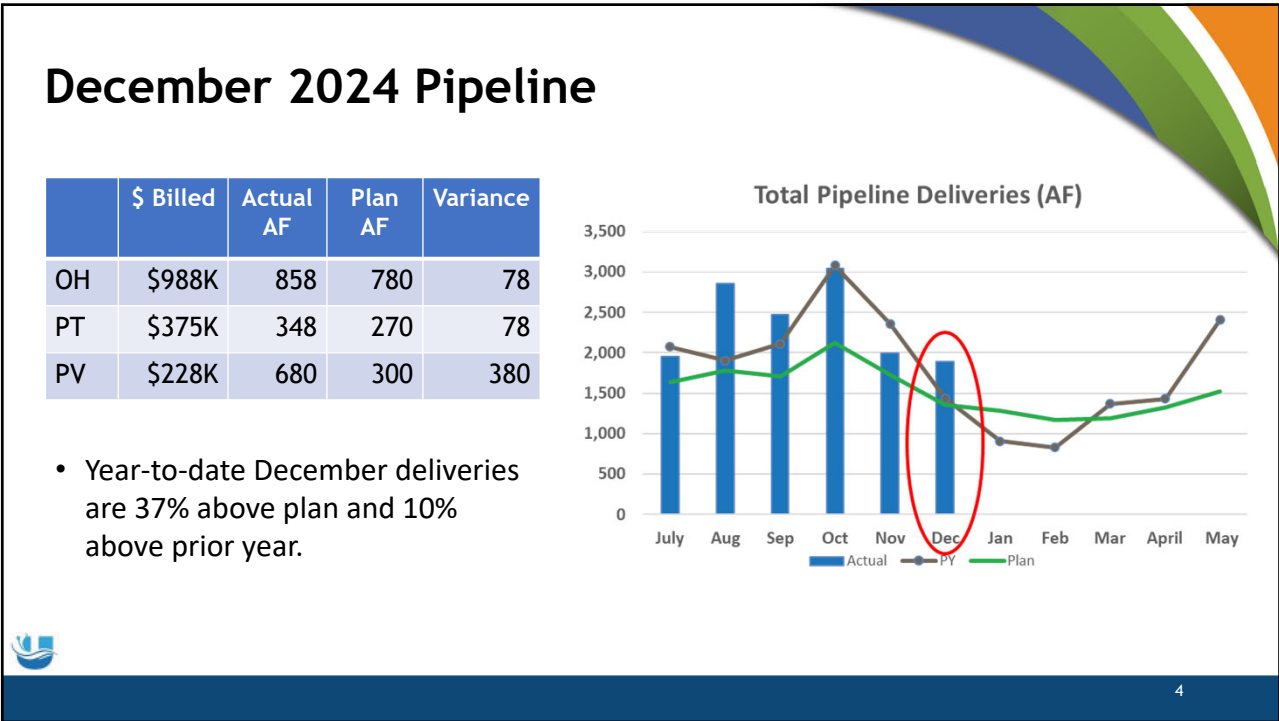
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## Board Motion Items with Fiscal Impact

Sponsor	Description/Summary	Budget Y/N	Funding Source	Cash Impact of Approval	Other Financial Impact
Environmental Services	Resolution Authorizing a Funding Agreement with the United States Bureau of Reclamation for the Freeman Diversion Fish Passage Rehabilitation Project	Y* (FY2026-27)	Federal Grant	\$3,000,000	None
<b>TOTAL</b>				<b>\$3,000,000</b>	

\* The project cost will be included in the future Capital Improvement Projects budget projected to begin in fiscal year 2026-27.



## Finance Department

- Bond poll conducted January 25 - 27
- Finalizing fiscal year 2023-24 Financial Audit
- Preparing draft of the Annual Comprehensive Financial Report
- Department budgets due January 31
- WIFIA Construction loan process started





# Administrative Update

**Josh Perez**  
Chief Human Resources Officer

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## Human Resources

- Completed recruitments for the following positions:
  - Park Ranger I – Internal selection (Park Ranger Cadet Todd Spencer)
  - Park Ranger II – Internal selection (Park Ranger Groeneveld)
  - No current recruitments necessary, all positions are currently staffed
- Hosted Brown Bag Presentation on Management Essentials on January 22
- Collaborated with departments on personnel budget requests for fiscal year 2025-26
- Updated staff benefit packets to reflect 2025 IRS and CalPERS compensation limits
- Initiated processing the 2025 1094C and 1095C for full-time employees required by the Department of Treasury
- Registered to participate in the Feb. 13 Cal State Northridge Tech Fest

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## Risk Management

- Conducted Risk and Resiliency Assessment in collaboration with O&M and Engineering senior staff
- Coordinated with Ventura County IT on programming new radios and deployed them to staff
- Maintained situational awareness on Red Flag wind events and impact to District facilities and staff



### (continued)

- Supported Control Systems Supervisor with DHS CISA OT Validated Architecture and Design Review Assessment
- Collaborated with Recreation and HR on Annual Rangers Policy Manual updates
- Certified 12 staff in CPR/AED/First Aid across Engineering, Operations and Maintenance, and Administrative Departments
- Covered Excavation Safety during monthly safety meeting



## Technology Systems

- ERP Server Migration
  - Collaborated with professional services to successfully migrate the ERP server operating system to the latest supported version
  - Update ensures continued security and access to new features for the District's financial and enterprise resource planning system
- System and Process Improvements
  - Authentication Monitoring: Tech Systems interns implemented new tools to enhance the monitoring of key authentication systems, improving visibility and security across IT infrastructure
  - Patch Management Updates: Revised the software patching process to stagger updates across departments minimizing the risk of disruptions from defective patches or software incompatibilities



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### (continued)

- Cybersecurity Grant Awarded
  - Technology Systems in concert with Control Systems, Risk and Safety Manager, and the Grant Task Force (GTF) played a pivotal role in securing funding related to our cybersecurity efforts
- Mobile Computing Pilot
  - Initiated a project to implement advanced mobile computing and connectivity solutions for operators at the Saticoy Diversion and Spreading Fields
  - If successful, this program will be adapted to other operational facilities, including the booster plant and Lake Piru, to enhance field operations
- Document Management Review
  - Participated in an evaluation of the District's document and records management practices, led by the Administrative Department



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## STAFF REPORT

**To:** UWCD Finance and Audit Committee Members

**Through:** Mauricio Guardado, General Manager  
Anthony A. Emmert, Assistant General Manager

**From:** Brian H. Zahn, Chief Financial Officer  
Sara Guzman, Finance Supervisor

**Date:** February 25, 2025 (March 3, 2025, meeting)

**Agenda Item:** **2.3 Check Recap Monthly Report – January 2025**  
**Information Item**

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**Recommendation:**

Review the District's accounts payable recap report for the month of January 2025 that is attached.

No action is required. All expenditures are in accordance with the Board approved budget and approved financial policies of the District.

**Attachment:**

Check Recap Monthly Report – January

<b>January 2025 Check Register Recap</b>	
<u>Payments Reflected in System</u>	
A/P Payments	<b>\$3,380,930.77</b>
Direct Deposit/Payroll Related	<b>\$1,163,088.12</b>
FSA Payment	<b>\$15,228.20</b>
<i>Total Payments Reflected in System</i>	<b>\$4,559,247.09</b>
<u>Top 5 Itemized by Category</u>	
GEI Consultants, Inc	<b>\$729,609.69</b>
Fox Canyon GW Mgmt Agency	<b>\$478,528.20</b>
Casitas Municipal Water	<b>\$406,954.63</b>
Bellingham Marine Industries Inc.	<b>\$307,341.22</b>
Mott MacDonald Group Inc.	<b>\$84,361.64</b>
<b>Total Disbursements 01/2025</b>	<b>\$4,559,247.09</b>

**TOP FIVE VENDORS JANUARY 2025**

<b>Vendor</b>	<b>Check/EFT Number</b>	<b>Check Date</b>	<b>Amount</b>
GEI Consultants, Inc	2410	1/17/2025	(254,133.75)
GEI Consultants, Inc	2431	1/23/2025	(13,714.75)
GEI Consultants, Inc	2451	1/31/2025	(233,995.15)
GEI Consultants, Inc	2468	1/31/2025	(227,766.04)
Fox Canyon GW Mgmt Agency	303041	1/31/2025	(71,103.45)
Fox Canyon GW Mgmt Agency	303044	1/31/2025	(106.70)
Fox Canyon GW Mgmt Agency	303045	1/31/2025	(950.00)
Fox Canyon GW Mgmt Agency	303042	1/31/2025	(19,412.80)
Fox Canyon GW Mgmt Agency	303043	1/14/2025	(386,955.25)
Casitas Municipal Water	2401	1/3/2025	(215.63)
Casitas Municipal Water	2370	1/31/2025	(271,748.25)
Casitas Municipal Water	2458	1/3/2025	(134,990.75)
Bellingham Marine Industries Inc.	2368	1/23/2025	(307,341.22)
Mott MacDonald Group Inc.	2454	1/3/2025	(67,361.14)
Mott MacDonald Group Inc.	2384	1/3/2025	(17,000.50)

**Total**

**(2,006,795.38)**

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## STAFF REPORT

**To:** UWCD Finance and Audit Committee Members

**Through:** Mauricio Guardado, General Manager  
Anthony A. Emmert, Assistant General Manager

**From:** Brian H. Zahn, Chief Financial Officer  
Sara Guzman, Finance Supervisor

**Date:** February 25, 2025 (March 3, 2025, meeting)

**Agenda Item:** **2.4 Investment Monthly Report (January 2025)**  
**Information Item**

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**Staff Recommendation:**

Review the most current investment report for the month ending January 31, 2025.

**Discussion:**

None. Informational only.

**Fiscal Impact:**

As shown.

**Attachment:**



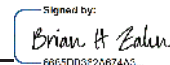
Combined Investment Monthly Report

**United Water Conservation District  
Monthly Investment Report  
January 31, 2025**

<b>Investment Recap</b>	<b>G/L Balance</b>	<b>Weighted Avg Days to Maturity</b>	<b>Diversification Percentage of Total</b>
Citizens Business Bank	10,538,295	1	26.24%
Petty Cash	5,400	1	0.01%
County Treasury	3,217	1	0.01%
LAIF Investments	29,612,033	1	73.73%
<b>Total Cash, Cash Equivalents and Securities</b>	<b>40,158,945</b>		<b>100.00%</b>
<b>Investment Portfolio w/o Trustee Held Funds</b>	<b>40,158,945</b>		
<b>Trustee Held Funds</b>	<b>-</b>		
<b>Total Funds</b>	<b>40,158,945</b>		

<b>Local Agency Investment Fund (LAIF)</b>	<b>Beginning Balance</b>	<b>Deposits (Disbursements)</b>	<b>Ending Balance</b>
	24,612,033	5,000,000	29,612,033
	<b>Interest Earned YTD</b>	<b>Interest Received YTD</b>	<b>Qtrly Yield</b>
	352,888	698,097	4.71%

All District investments are shown above and conform to the District's Investment Policy. All investment transactions during this period are included in this report. Based on budgeted cash flows the District appears to have the ability to meet its expenditure requirements for the next six months.

 <small>DocuSigned by: 73D59CFC0C9D48E...</small>	On behalf of Mauricio Guardado	2/25/2025
<hr/> <b>Mauricio Guardado, General Manager</b>		<hr/> <b>Date Certified</b>
 <small>DocuSigned by: 73D59CFC0C9D48E...</small>		2/25/2025
<hr/> <b>Anthony Emmert, Assistant General Manager</b>		<hr/> <b>Date Certified</b>
 <small>Signed by: 68C5DD32274A5...</small>		2/25/2025
<hr/> <b>Brian H. Zahn, Chief Financial Officer</b>		<hr/> <b>Date Certified</b>

<b>United Water Conservation District</b>			
<b>Cash Position</b>			
<b>January 31, 2025</b>			
Fund	Total	Composition	Restrictions/Designations
<b>General/Water Conservation Fund:</b>			<b>Revenue collected for district operations</b>
General/Water Conservation	10,927,431	(1,417,847)	Includes General, Rec & Ranger, Water Conservation
		4,962,000	Reserved for legal expenditures
		1,249,683	Designated for replacement, capital improvements, and environmental projects
		6,133,594	Supplemental Water Purchase Fund
General CIP Funds	11,138,572	11,138,572	Appropriated for capital projects
	5,133,911	5,133,911	Reserved for CIP Projects
<b>Special Revenue Funds:</b>			<b>Revenue collected for a special purpose</b>
State Water Project Funds	6,268,352	6,268,352	Procurement of water/rights from state water project
<b>Enterprise Funds:</b>			<b>Restricted to fund usage</b>
Freeman Fund	(4,950,657)	(4,950,657)	Operations, Debt Service and Capital Projects
		-	Designated for replacement and capital improvements
		-	Reserved for legal expenditures
Freeman CIP Fund	4,479,086	4,479,086	Appropriated for capital projects
OH Pipeline Fund	1,388,871	1,388,871	Delivery of water to OH customers
OH CIP Fund	1,267,560	1,267,560	Appropriated for capital projects
OH Pipeline Well Replacement Fund	(40,815)	(40,815)	Well replacement fund
PV Pipeline Fund	1,086,740	1,086,740	Delivery of water to PV customers
PV CIP Fund	254,128	254,128	Appropriated for capital projects
PT Pipeline Fund	1,390,704	1,390,704	Delivery of water to PTP customers
PT CIP Fund	1,815,063	1,815,063	Appropriated for capital projects
<b>Total District Cash &amp; Investments</b>	<b>40,158,945</b>	<b>40,158,945</b>	



## STAFF REPORT

**To:** UWCD Finance and Audit Committee Members

**Through:** Mauricio Guardado, General Manager  
Anthony A. Emmert, Assistant General Manager

**From:** Brian H. Zahn, Chief Financial Officer  
Sara Guzman, Finance Supervisor

**Date:** February 25, 2025 (March 3, 2025, meeting)

**Agenda Item: 2.5 Pipeline Delivery Monthly Report (January 2025)**  
**Information Item**

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**Staff Recommendation:**

Review the most current pipeline delivery report for January 2025 that is attached.

**Fiscal Impact:**

As shown.

**Discussion:**

Informational only.

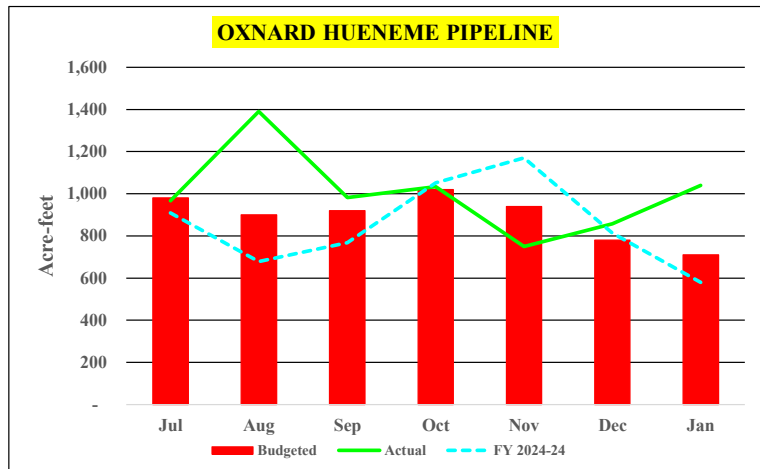
**Attachments:**

Pipeline Delivery Report - January

United Water Conservation District  
 Pipeline Water Deliveries (Acre-feet)  
 FY 2024-25 data thru January 31, 2025

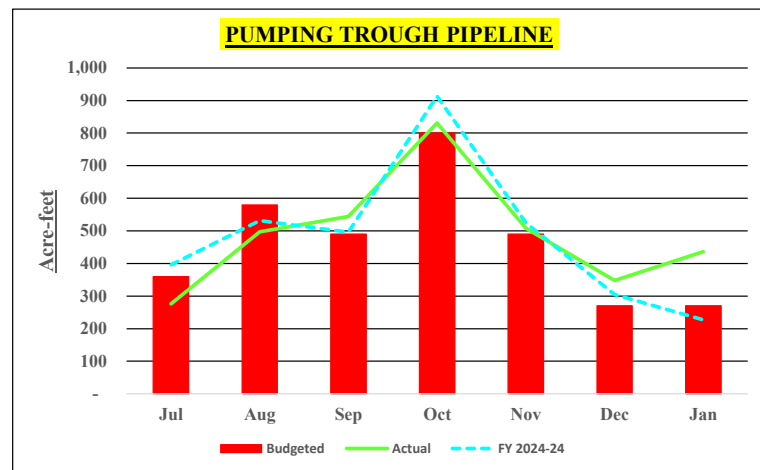
OH Pipeline 2024-25			
	Projection	Actual	Difference
Jul	980	966	(14)
Aug	900	1,392	492
Sep	920	982	62
Oct	1,020	1,034	14
Nov	940	750	(190)
Dec	780	858	78
Jan	710	1,039	329
Feb	740		
Mar	800		
Apr	820		
May	980		
Jun	930		
Totals	10,520	7,022	772
YTD	6,250	7,022	772

YTD Actual to Budget: 12.3%



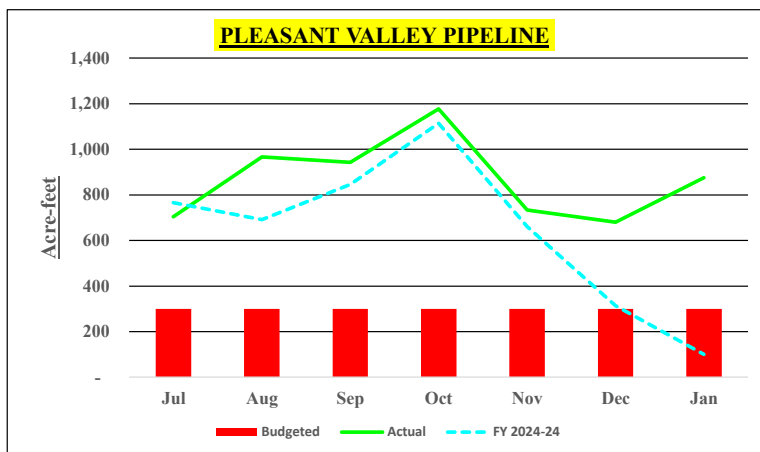
PT Pipeline 2024-25			
	Projection	Actual	Difference
Jul	360	276	(84)
Aug	580	497	(83)
Sep	490	544	54
Oct	800	831	31
Nov	490	508	18
Dec	270	348	78
Jan	270	436	166
Feb	430		
Mar	390		
Apr	500		
May	540		
Jun	470		
Totals	5,590	3,441	181
YTD	3,260	3,441	181

YTD Actual to Budget: 5.6%



PV Pipeline 2024-25			
	Projection	Actual	Difference
Jul	300	704	404
Aug	300	967	667
Sep	300	942	642
Oct	300	1,178	878
Nov	300	734	434
Dec	300	680	380
Jan	300	876	576
Feb	-		
Mar	-		
Apr	-		
May	-		
Jun	-		
Totals	2,100	6,081	3,981
YTD	2,100	6,081	3,981

YTD Actual to Budget: 189.6%





## STAFF REPORT

**To:** UWCD Finance and Audit Committee Members

**Through:** Mauricio Guardado, General Manager

**From:** Anthony A. Emmert, Assistant General Manager

**Date:** February 26, 2025 (March 3, 2025, meeting)

**Agenda Item:** **3.1 Adopt a Resolution in Support of the State Water Project Delta Conveyance Facilities Funding Request to Continue Planning and Design Work**  
**Motion**

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### **Staff Recommendation:**

Recommend adoption of a Resolution directing the Ventura County Watershed Protection District to execute a Contribution or Advance of Money for Delta Conveyance Planning Activities Letter ("Letter") as per the Agreement for the Advance or Contribution of Money to the California Department of Water Resources by the Ventura County Watershed Protection District for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project ("Funding Agreement") on behalf of United Water Conservation District to the full Board.

### **Background:**

In 1963, the Ventura County Flood Control District (VCFPD) (now the Ventura County Watershed Protection District (VCWPD)) entered into an agreement with the California Department of Water Resources (DWR) for entitlement to 20,000 acre-feet of State Water Project (SWP) water supply annually (VCWPD State Water Contract) for use in portions of Ventura County. In 1970, the VCWPD and the Ventura River Municipal Water District (now the Casitas Municipal Water District (Casitas)) entered into an agreement for Casitas to assume the administrative responsibilities and costs for the VCWPD State Water Contract.

Subsequently, Casitas entered into agreements with both the City of Ventura (City) and the United Water Conservation District (District), assigning 10,000 acre-feet of SWP entitlement to the City and 5,000 acre-feet to the District, while retaining 5,000 acre-feet. Under these agreements, the City and United assumed responsibility for the costs associated with their entitlements. Casitas remained the administrator of the VCWPD State Water Contract. As VCWPD is the named contractor, DWR requires VCWPD to execute most transactions.

### **3.1 Adopt a Resolution in Support of the State Water Project Delta Conveyance Facilities Funding Request to Continue Planning and Design Work** **Motion**

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#### **Discussion:**

Due to regulatory, environmental, and physical, challenges, the amount of water that DWR has been able to reliably convey to its SWP contractors south of the Sacramento-San Joaquin Delta (Delta) has decreased over time. The primary flaw in the existing conveyance system is DWR's use of the Delta's surface water channels as conveyance, which was originally considered a temporary measure until the cross-Delta conveyance could be funded and constructed. Without action, the amount of water conveyed will continue to decrease from the current 60% annual average allocation to an estimated 40% annual average. In response to this challenge, DWR and the State Water Contractors (SWC) have been developing a potential Delta Conveyance Project/Delta Conveyance Facility (DCP/DCF) that will convey water from the Sacramento River in the northern Delta to the SWP pumping facilities in the southern Delta. The proposed project will include two new intake structures on the Sacramento River and a single tunnel under the Delta to the Banks Pumping Plant in the southern Delta. Conveyance of water via these new facilities will help DWR to avoid many of the regulatory and physical constraints of moving water through the Delta channels, thereby improving the reliability of water deliveries. The 2020 estimated cost for the project was approximately \$16 billion.

In 2020, DWR and the SWCs reached an agreement in principle for a DCP that would preserve operational flexibility such that DWR can manage the SWP to meet regulatory requirements, contractual responsibilities, and SWP purposes, and that would equitably allocate the costs and benefits. The next step toward developing the DCP was planning, preliminary design and other preconstruction activities scope of work that would support DWR's environmental review and permitting process, estimated to cost \$385 million over the period January 2020 to December 2024. The VCWPD State Water Contract share of the cost for the proposed scope of work was \$2,101,339. Advance funding at that level would preserve the VCWPD State Water Contract's expected annual average allocation at the 60% level. In 2020, at the request of Casitas, the City and the District, the VCWPD entered into the Agreement for Advance or Contribution of Money to the Department of Water Resources for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (Funding Agreement). The City chose the DCP level of participation, which preserved its reliability at the 60% level. Both Casitas and the District chose the DCP-Plus level of participation, which preserved their reliability at the 60% level plus an additional average amount of water. Casitas and the District chose to cover the City's DCP-Plus share, for an estimated additional 2,000 acre-feet of water per year, split evenly between Casitas and the District. Over the next four years, the VCWPD State Water Contract agencies provided \$2,101,339 as per the Funding Agreement to fund their portion of the planning and design work for the period January 2021 to December 2024.

Since 2020, significant progress has been made on development and evaluation of conceptual designs, geotechnical surveys, California Environmental Quality Act (CEQA) compliance (Draft Environmental Impact Report (EIR), Final EIR) and National Environmental Policy Act (NEPA) compliance (Draft Environmental Impact Statement (EIS)), and development of Endangered Species Act-related documents (Biological

### **3.1 Adopt a Resolution in Support of the State Water Project Delta Conveyance Facilities Funding Request to Continue Planning and Design Work Motion**

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Assessment (BA), Biological Opinions (BO), Incidental Take Permits (ITP)). Proposed scope of work over the next two years includes continued program planning, geotechnical surveys, completion of the NEPA process (review and approval of Final EIS), continued development of amended water rights, and determination of consistency with the Delta Plan. The DCP team's goal is to complete all permitting and certification process by the end of 2026.

The estimated cost for the upcoming scope of work is \$297,710,364. The VCWPD State Water Contract share of the cost for the proposed scope of work is \$1,637,407. To maintain the same DCP-Plus level of participation and coverage of half of the City's DCP-Plus costs that it selected in 2020, the District's share of the cost for the upcoming scope of work is \$461,451, spread over two years (\$184,580 in 2026 and \$276,871 in 2027). Staff recommend that the Board approve the Resolution.

#### **Fiscal Impact:**

The fiscal year 2024-2025 budget contains sufficient funds to cover the anticipated year-one billing from DWR. Funds for the anticipated year-two billing will be included in the fiscal year 2025-2026 budget.

#### **Attachments:**

- A – Resolution
- B – DWR Funding Agreement
- C – Template Contribution Letter

**RESOLUTION NO. 2025-**

**A RESOLUTION DIRECTING THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT TO EXECUTE A CONTRIBUTION OR ADVANCE OF MONEY FOR DELTA CONVEYANCE PLANNING ACTIVITIES LETTER AS PER THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR FUNDING FURTHER PLANNING AND DESIGN FOR THE POTENTIAL DELTA CONVEYANCE FACILITY ON BEHALF OF UNITED WATER CONSERVATION DISTRICT**

**WHEREAS**, Casitas Municipal Water District, City of San Buenaventura, and United Water Conservation District (“District”) share the water supplies and related costs associated with the Water Supply Contract Between the State of California Department of Water Resources (“DWR”) and Ventura County Watershed Protection District; and

**WHEREAS**, the Board of Directors has received information regarding the proposed Contribution or Advance of Money for Delta Conveyance Planning Activities letter (“Letter”) as per the funding agreement between the DWR and the Ventura County Watershed Protection District entitled Agreement for the Advance or Contribution of Money to the Department of Water Resources by the Ventura County Watershed Protection District for preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project (“Funding Agreement”); and

**WHEREAS**, the Board of Directors has been informed that additional costs are attributable to the upcoming scope of work and that to maintain the same Delta Conveyance Project-Plus level of participation selected, its share of the upcoming scope of work is \$461,451.

**NOW, THEREFORE, BE IT RESOLVED** that Board of Directors of the District hereby directs the Ventura County Watershed Protection District to execute the Letter as per the Funding Agreement on the behalf of the District.

**IT IS FURTHER RESOLVED** that the Board of Directors of the District hereby approves the contribution and/or advance of its own funds in the amount of \$461,451 to the DWR for use in accordance with the terms of the Funding Agreement. The contribution or advance will be collected from the District over a two-year period via inclusion of a Pay-Go Charge on the Statement of Charges that the DWR will issue to the Ventura County Watershed Protection District. The charge shall be referred to as the 2021 Pay-go Charge.

The foregoing Resolution was adopted by the Board of Directors of United Water Conservation District on March 12, 2025, by the following vote:

Ayes:

Noes:

Absent:

ATTEST: \_\_\_\_\_  
Lynn Maulhardt, President

ATTEST: \_\_\_\_\_  
Gordon Kimball, Secretary/Treasurer

**State of California  
California Natural Resources Agency  
DEPARTMENT OF WATER RESOURCES**

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**AGREEMENT FOR  
THE ADVANCE OR CONTRIBUTION OF MONEY TO  
THE DEPARTMENT OF WATER RESOURCES  
BY  
THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT**

---

**FOR PRELIMINARY PLANNING AND DESIGN COSTS RELATED TO A  
POTENTIAL DELTA CONVEYANCE PROJECT**

**THIS AGREEMENT** is made, pursuant to the provisions of all applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources (“Department” or “DWR”), and the Ventura County Watershed Protection District (“Contractor”), each herein referred to individually as a “Party” and collectively as the “Parties”.

**Recitals**

**WHEREAS**, DWR and the Contractor listed on the signature page hereto have entered into and subsequently amended a long-term water supply contract, herein referred to as a “Water Supply Contract,” providing that DWR will supply certain quantities of water to the Contractor, providing that Contractor shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments; and

**WHEREAS**, the Bay Delta Conservation Plan (“BDCP”) process was initiated in 2005-2006 and the Delta Habitat Conservation and Conveyance Program (“DHCCP”) was initiated in 2008; and

**WHEREAS**, the Bay Delta Conservation Plan (“BDCP”) and (“DHCCP”) resulted in development of a project known as the California WaterFix (“WaterFix”); and

**WHEREAS**, on July 21, 2017, DWR approved the California WaterFix project; and

**WHEREAS**, certain Contractors have entered into that certain Joint Powers Agreement dated May 14, 2018 forming the Delta Conveyance Design and Construction Authority (“DCA”); and

**WHEREAS**, DWR and DCA have entered into that certain Joint Powers Agreement (“JEPA”), dated May 22, 2018, as amended and restated, and as the same has or may be further amended, wherein the DCA will provide preliminary design, planning and other preconstruction activities to

assist the environmental planning process for a potential Delta conveyance project under the supervision of DWR (the “Work” as defined in the JEPA); and

**WHEREAS**, a copy of the resolution of the Board of Directors of Contractor authorizing its General Manager to execute this Agreement is attached hereto as Exhibit A; and

**WHEREAS**, a State Agency may advance or contribute funds to DWR for SWP purposes pursuant to Water Code section 11135 and (ii) DWR may accept such advanced or contributed funds and thereafter use such funds in accordance with the terms of this Agreement pursuant to Water Code section 11141; and

**WHEREAS**, DWR and Contractor desire to enter into this funding Agreement to provide for the contribution or advance of funds to DWR and authorize the use of the contributed funds for purposes related to environmental review, planning and design of a Delta conveyance project as described below.

## **AGREEMENT**

**NOW, THEREFORE**, it is mutually agreed by the Parties as follows:

1. When used in this Agreement, terms defined in the Water Supply Contract (as defined herein) shall be defined by reference to the Water Supply Contractor. In addition, the following definitions shall apply:
  - a. “**Calendar Year**” means the period January 1 through December 31.
  - b. “**Contributed Funds**” means money contributed or advanced to DWR by Contractor pursuant to this Agreement. The total initial amount Contractor agrees to provide is \$2,101,339.00 and is comprised of the following annual amounts to be paid to DWR in the manner described in Section 5 of this Agreement are \$431,184] for 2021, \$469,390 for 2022, \$600,382 for 2023, and \$600,382.
  - c. “**Contribution Payment(s)**” means the payments of Contributed Funds that Contractor agrees to provide to DWR pursuant this Agreement
  - d. “**Contractor**” means a State Agency that is a party to a Water Supply Contract with DWR.
  - e. “**Department**” or “**DWR**” means the California Department of Water Resources.
  - f. “**Effective Date**” has the meaning ascribed to it in section 11 hereof.

- g. **“JEPA”** means the Joint Exercise of Powers Agreement between DWR and the DCA dated May 22, 2018, as amended and restated and as may be further amended from time to time.
  - h. **“Pay-Go Charge”** means the charge included on Contractor’s Statements of Charges for the purpose of collecting Contributed Funds that Contractor agrees to advance or contribute to DWR pursuant to this Agreement.
  - i. **“Party”** or **“Parties”** means DWR, the undersigned Contractor, or all signatories to this Agreement.
  - j. **“State Agency”** has the meaning ascribed to it by Water Code section 11102.
  - k. **“SWP”** or **“State Water Project”** means the State Water Project operated by DWR. The SWP generally includes the State Water Facilities, as defined in California Water Code section 12934(d), and certain facilities authorized by the Central Valley Project Act at section 11100 *et. seq.*
  - l. **“Water Supply Contract”** means the long-term water supply contract, as amended and as may be amended in the future, between Contractor and DWR.
  - m. **“Work”** has the meaning ascribed to it in the Recitals to this Agreement.
2. Effect of Agreement. DWR and Contractor agree that nothing in this Agreement supersedes previous funding agreements or the obligations under those funding agreements unless specifically addressed in this Agreement.
  3. Purposes of Agreement. This Agreement documents Contractors agreement to provide Contributed Funds to DWR for the purposes set forth in Section 4, the manner of providing those funds as set forth in Section 5, and the means by which future contributions may be made.
  4. Use of Funds. DWR shall use the Contributed Funds and any future Contributed Funds collected from Contractor pursuant to section 5 hereof, for the payment of DCA invoices submitted to DWR on or after October 1, 2020 for the Work done or costs incurred by DCA, or for Delta conveyance project planning work done by DWR through the Delta Conveyance Office (“DCO”) and any other purpose consistent with the JEPA, as the same has been, and may be, amended from time to time. DWR will not use funds provided under this Agreement for the activities described in the Mitigated Negative Declaration for Soil Investigations for Data Collection in the Delta adopted by DWR on July 9, 2020.
  5. Charge Procedure. Contractor shall pay its Pay-Go Charge on the date(s) and in the amount(s) set forth on the revised Statement of Charges for 2021, and subsequent Statements of Charges issued to Contractor by DWR. The annual amounts will be paid in twelve monthly installments. Contractor may agree, without amending this Agreement, to

advance additional funds after the Effective Date, which shall be considered Contributed Funds, by delivery to DWR of a letter in substantially the form attached hereto as Exhibit B, which letter shall specify the amount to be advanced or contributed, whether the payments will be in the form of one or more lump sums or in 12 equal installments, and together with such other information the Parties deem necessary or desirable to effectuate the advance or contribution. A copy of the resolution, or other Board authorization, of Contractor's Board of Directors approving the subject contribution shall be enclosed with the letter. Upon receipt of a contribution letter DWR shall indicate its agreement by returning a counter signed copy of the letter to Contractor. The agreed upon advance or contribution shall thereafter be included in Contractor's Statement of Charges or a revised Statement of Charges, as appropriate. The charge shall be designated by reference to the year in which the charge is to begin, followed, if there be more than one such subsequent advance or contribution in a year by a dash and an integer followed by the words Pay-Go Charge.

6. Limitation. With respect to the Work and the DCA, nothing in this Agreement imposes any duty or obligation either expressly or by implication on DWR other than the duty to use Contributed Funds to pay the undisputed portion of DCA invoices submitted to DWR during the term of this Agreement in accordance with the terms of this Agreement and the JEPA if, as and when Contributed Funds have been received by DWR under this Agreement and other similar agreements or arrangements with other Contractors for purposes substantially the same as those described herein and is available for the payment thereof.
7. Reporting. DWR, through its DCO and in coordination with its State Water Project Analysis Office (SWPAO), shall annually prepare a report summarizing the advances or contributions received, and expenditures made pursuant to, this Agreement. The first such report shall be completed not later than March 31, 2021 and thereafter not later than March 31 of each subsequent year. Contractor may request in writing a summary of the advances, contributions, and expenditures at any time during the term of this Agreement and DWR shall provide such within thirty (30) days of such written request.
8. Status of Project. Contractor recognizes that the funds contributed pursuant to this Agreement are for the planning activities in support of DWR's environmental review and permitting process, including but not limited to the Work, for a potential Delta Conveyance project. The advance or contribution of Contributed Funds is not contingent on, or in exchange for, DWR's agreement to exercise its discretion in future to approve a Delta conveyance project.
9. Unspent Funds. Upon termination of this Agreement, it is the intent of the Parties that any unspent Contributed Funds remaining after payment of all costs for which the funds were contributed will be returned to Contractor as a credit on Contractor's Statement of Charges in proportion to its percentage share of advances or contributions made by all Contractors that entered into Agreements similar to this Agreement.
10. Reimbursement of Contributed Funds. If a Delta conveyance project is approved by DWR and is implemented it is the intent of the Parties hereto that the Contributed Funds spent in

accordance with this Agreement be reimbursed or credited to Contractor according to the relative amount each such Contractor paid pursuant to this Agreement, upon the issuance and sale of revenue bonds by either the Department or a Joint Powers Authority established , whichever occurs earlier, for the purpose of, among other things, funding a future Delta conveyance facility. The Department shall be under no obligation to issue and sell bonds for the purpose(s) described in the foregoing sentence or to undertake any reimbursement or credit as so described, unless a determination is first made by DWR in its sole discretion that such issuance and sale of revenue bonds, such reimbursement, or such credit as applicable is consistent with applicable law, applicable judicial rulings, and applicable contractual obligations of DWR, and the Parties have negotiated and executed such further agreements as may be necessary to accomplish such credit or reimbursement on terms acceptable to DWR.

11. Effective Date and Term. This Agreement shall become effective on the date the last Party hereto signs the Agreement as set forth on the signature page(s) hereto (“Effective Date”) and shall continue in effect until terminated in writing by the Parties. The Parties obligations under Section 10 shall survive termination of this Agreement.
  
12. Invoices, Notices or Other Communications. All invoices, notices, or other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (i) served personally on the Party to whom notice is to be given; (ii) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (iii) on the third day after mailing, if mailed to the Party to whom invoice, notice or other communication is directed, by first-class mail, postage prepaid, and properly addressed to the designated representative(s) of the Party set forth below.

DWR: Pedro Villalobos  
Chief, State Water Project Analysis Office  
Department of Water Resources  
1416 Ninth Street, Room 1620  
Post Office Box 94236  
Sacramento, California 94236-0001

*Copy to*  
Anthony Meyers  
Executive Director, Delta Conveyance Office  
Department of Water Resources  
901 P Street, Room 413  
Sacramento, California 94236-0001

*Copy to*  
Christopher Martin  
Office of the Chief Counsel  
Department of Water Resources  
1416 Ninth Street, Room 1620

Post Office Box 94236  
Sacramento, California 94236-0001

Contractor:

*Copy to:*  
Glenn Shephard, Director  
Ventura County Watershed Protection District  
800 S. Victoria Avenue  
Ventura, CA 93009

13. No Delegation of Authority. Nothing in this Agreement constitutes a delegation by any Party of its existing authority to make any decision it is mandated to make. Nothing in this Agreement shall limit DWR's final decision-making authority at the time of consideration of future Delta conveyance facility related approvals. All provisions of this Agreement are intended to be, and shall to the extent reasonable be interpreted to be, consistent with all applicable provisions of State and federal law. The undersigned recognize that the Parties are public agencies and have specific statutory responsibilities, and that actions of these public agencies must be consistent with applicable procedural and substantive requirements of State and federal law. Nothing in this Agreement is intended to, nor will have the effect of, constraining or limiting any public agency in carrying out its statutory responsibilities or requiring an agency to take any action inconsistent with applicable law. Nothing in this Agreement constitutes an admission by any Party as to the proper interpretation of any provision of law, nor will it have the effect of, waiving or limiting any public entity's rights and remedies under applicable law except as expressly provided elsewhere in this Agreement. Execution of this Agreement does not constitute pre-approval of any project or preferred project alternative, or waive or otherwise abridge responsible trustee duties required, or discretion authorized or granted by, State and federal law.
14. Amendment. Except as otherwise set forth above, this Agreement may only be amended or modified by a subsequent written agreement approved and executed by both Parties.
15. Applicable Law. This Agreement will be construed under and will be deemed to be governed by the laws of the United States and the State of California.
16. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. Each signing Party shall have received a copy of the signature page signed by every other Party.

Exhibits attached and incorporated herein:

Exhibit A Board Resolution or other Board Authorization

Exhibit B Form of Letter Regarding Future Contributions

IN WITNESS WHEREOF, the Parties hereto, by their authorized representatives, have executed this Agreement on the date(s) set forth below.

Approved as to Legal Form  
and Sufficiency

State of California  
Department of Water Resources

Spencer Kenner  
Spencer Kenner, Chief Counsel

Jed Craddock  
Karla A. Nemeth,  
Director

1/6/2021  
Date

1/6/2021  
Date

Approved as to Legal Form  
and Sufficiency

Glenn Shephard  
Ventura County Watershed Protection  
District

Alberto Boada  
Signature

Glenn Shephard Digitally signed by Glenn Shephard  
Date: 2020.12.14 10:05:58 -0800  
Signature

Alberto Boada  
Printed Name

Glenn Shephard  
Printed Name

12/14/2020  
Date

Director  
Title

12/14/2020  
Date

**Exhibit A**

Resolution of the Board of Directors of Contractor

**Exhibit B**

Form of Contribution Letter

[date]

[address]

Re: Contribution or Advance of Money for Delta Conveyance Planning Activities

Dear Mr. Villalobos:

This letter is sent pursuant to section 5 of the Agreement for the Advance of Contribution of Money to the Department of Water Resources for Preliminary Planning and Design Costs Related to a Potential Delta conveyance Project dated \_\_\_\_\_, 2019 between Department of Water Resources and the [agency] (“Funding Agreement”).

On [date] the Board of Directors of [agency] approved the contribution or advance of \$[amount] to the Department for use in accordance with the terms of the Funding Agreement. A copy of the Board’s resolution is enclosed with this letter. The contribution or advance will be collected from [agency] in [a lump sum][equal monthly installments] by inclusion of a charge [on its Statement of Charges for [year]][on a revised Statement of Charges for [year] that Department will issue to [agency]]. The charge shall be referred to as the [year] Pay-go Charge. As provided by section 5 of the Agreement the contribution or advance described herein will be subject to the terms and conditions of the Agreement.

Please confirm your agreement to the foregoing by countersigning in the space provided below and returning an original copy of this letter agreement to [agency] at [address].

[signature blocks for agency and Department]

Enclosure(s)

cc: Anthony Meyers, Executive Director of Delta Conveyance Office



**BOARD MINUTES  
BOARD OF SUPERVISORS, COUNTY OF VENTURA, STATE OF CALIFORNIA**

**SUPERVISORS LINDA PARKS,  
KELLY LONG, ROBERT O. HUBER AND JOHN C. ZARAGOZA  
December 8, 2020 at 2:30 p.m.**

**Approval of, and Authorization for the Watershed Protection District Director to Sign, the Agreement for the Advance or Contribution of Money to the Department of Water Resources for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project; All Watershed Protection District Zones; All Supervisorial Districts. (Public Works Agency)**

- (X) All Board members are present, with Supervisor Huber absent.
  
- (X) The following persons are heard: Glenn Shephard and Jennifer Tribo.
  
- (X) Upon motion of Supervisor Parks, seconded by Supervisor Zaragoza, and duly carried, the Board hereby approves recommendations as stated in the Board letter.

By: Lori Key  
Lori Key  
Deputy Clerk of the Board

TEMPLATE LETTER

[Date]

Hong Lin  
California Department of Water Resources  
PO Box 942836  
Sacramento CA 94236-001

Re: Contribution or Advance of Money for Delta Conveyance Planning Activities

Dear Ms. Lin:

This letter is sent pursuant to section 5 of the Agreement for the Advance of Contribution of Money to the Department of Water Resources for Preliminary Planning and Design Costs Related to a Potential Delta Conveyance Project dated December 14, 2020, between Department of Water Resources and the Ventura County Watershed Protection District ("Funding Agreement").

On [date], the Board of Directors of the Casitas Municipal Water District, on [date] the City Council of the City of San Buenaventura, and on February 12, 2025, the Board of Directors of the United Water Conservation District approved the contribution or advance of \$1,637,407 to the Department for use in accordance with the terms of the Funding Agreement. Copies of the resolutions from the Casitas Municipal Water District, City of San Buenaventura, and United Water Conservation District are enclosed with this letter. The contribution or advance will be collected from the Ventura County Watershed Protection District in equal monthly installments by inclusion of a charge on its Statement of Charges for 2026 and 2027 that Department will issue to Casitas Municipal Water District, as administrator of the Ventura County Water Protection District contract. The charge shall be referred to as the 2026 and 2027 Pay-go Charge. As provided by section 5 of the Agreement, the contribution or advance described herein will be subject to the terms and conditions of the Agreement.

Please confirm your agreement to the foregoing by countersigning in the space provided below and returning an original copy of this letter agreement to Casitas Municipal Water District.

Sincerely,

Jeff Palmer  
Director, County of Ventura Watershed Protection District

Enclosure(s)

cc: Anthony Meyers, Executive Director of Delta Conveyance Office



## STAFF REPORT

**To:** UWCD Finance and Audit Committee Members

**Through:** Mauricio Guardado, General Manager  
Anthony A. Emmert, Assistant General Manager

**From:** Josh Perez, Chief Human Resources Officer  
Brian H. Zahn, Chief Financial Officer  
Tony Huynh, Risk and Safety Manager  
Zachary Plummer, Technology Systems Manager  
Tracy Oehler, Executive Assistant/Clerk of the Board

**Date:** February 26, 2025 (March 3, 2025, meeting)

**Agenda Item:** 4. **Administrative Services Department Monthly Report Information Item**

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### **Staff Recommendation:**

Review this staff report from the Administrative Services Department and receive a presentation from staff of its highlights for February 2025.

### **Discussion:**

#### **Finance**

- Completed groundwater billing for 12/31/24
- Preparing Fiscal Year 2025-26 Budget for general manager and assistant general manager review
- Finalizing the 2023-24 ACFR
- Finalizing the FY2023-24 Audit Report

#### **Administrative Services**

- Provided administrative assistance for drafting, finalizing, distributing/posting materials, and room set up for the following meetings: special Board of Directors (Feb. 3), Finance and Audit Committee (Feb. 4), and regular Board of Directors (Feb. 8), as well as the Fillmore and Piru Basins Groundwater Sustainability Agency meeting (Feb. 20) held at the City of Fillmore's office.
- Coordinated logistical support with room and beverage setup for the following outside agency meetings: UC Davis CA Avocado Society (Feb. 5), AWA Executive Committee (Feb. 6), Water Issues Committee (Feb. 18), AWA WaterWise Program (Feb. 20), Farm Bureau (Feb. 25 and 26), and Santa Clara River Watershed Committee (Feb. 27).

#### **4. Administrative Services Department Monthly Report Information Item**

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- Coordinated with staff and scheduled a tour of the Freeman Diversion for Senator Monique Limon held on Feb. 28.

#### **Human Resources**

- Completed processing of the 2025 1094C and 1095C for full-time employees required by the Department of Treasury.
- Posted annual OSHA Form 300A and Regulatory Compliance posters at all District facilities in collaboration with Risk Management staff.
- Current recruitments are ongoing for the following positions:
  - Environmental Services Field Technician – interviews scheduled for February 18 and 20, 2025 selection forthcoming
  - Environmental Services Field Assistant – position closes March 13, 2025
  - Season Park Ranger Assistant – position closes on March 13, 2025
  - Technology Systems Intern – position closes April 21, 2025
- Staff attended Ventura College Technology Career Fair on February 26, 2025, and registered for the Moorpark College Career Fair to be held on March 5, 2025.
- Human Resources and Risk and Safety staff are also scheduled to attend the SDRMA Spring Education Day on March 26, 2025, as part of ongoing safety training and specialization efforts designed to maximize insurance savings.

#### **Risk and Safety Management**

- Met with OES Director at County EOC along with the District's Senior Park Ranger and Control Systems Supervisor to discuss regional collaboration efforts and partnership on certain technology projects.
- Coordinated Aerial Lift Safety Training for additional Operations and Maintenance staff which provided additional operational flexibility.
- Deployed noise dosimeters to measure noise exposure during a full shift across multiple sites as part of the District's Hearing Conservation Program.
- Recertified Administrative staff in Adult and Pediatric CPR/AED/First Aid.
- Attended FBI-CISA-EPA California Water Security Summit held at Metropolitan Water District along with the District's Senior Park Ranger, covering both physical and cyber security issues pertaining to the water and dam's sectors.
- Delivered District's preparedness and response efforts to Red Flag Warning/PSPS Events and Fires at Santa Clara Valley Watershed Committee.
- Conducted baseline hearing tests for the new Lake Piru Recreation Area Park Ranger Cadets.
- Supported Human Resources and Technology Systems staff with potential networking contractor selection process.

#### **4. Administrative Services Department Monthly Report Information Item**

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##### **Technology Systems**

- Career Day Event:
  - Successfully participated in tremendously successful Career Day at Cal State University Northridge Technology Career Event.
- Saticoy Office Equipment Deployment:
  - The Saticoy office began receiving modernized mobile computing equipment.
  - Deployment is approximately 50% complete, with three out of six deployments finalized.
- Lake Piru Rangers Office Equipment:
  - Equipment for the Lake Piru Rangers Office has been received.
  - Technology Systems staff members are currently configuring the equipment for deployment scheduled for March.