



AGENDA

September 28, 2023 at 3:00 pm

Council Chambers, Ojai City Hall

401 South Ventura Street, Ojai, CA 93023

Phone: 805.640.1207 **Web site:** obgma.com

Email: obgma@aol.com

Board of Directors

Richard Hajas, Casitas Municipal Water District

Jim Finch, Ojai Water Conservation District

Peter Theilke, Mutual Water Companies

Bob Daddi, Community Facilities District

Andrew Whitman, City of Ojai

Zoom Teleconferencing for Public Call in Participation:

1. Zoom Dial in Information: 1-669-900-9128, Meeting ID: 827 5712 7464, Password: 218792.

For Public Viewing

2. Zoom Meeting

Link: <https://us02web.zoom.us/j/82757127464?pwd=Rm5JenhNUDNvRVovaEUwMzdScnFRdz09>

3. www.OBGMA.com

4. City of Ojai YouTube Channel at:

<https://www.youtube.com/channel/UC3DhCB5Z1DynNC7n8qcNeDQ/live> (2 Minute delay of transmission)

5. In Ojai, CA: Spectrum Channel 10.

Public Comments: Members of the public may provide public comments under Item 6 or on each agenda item presented herein. Please wait until the Board Chair asks if any members of the public wish to comment. This will provide for orderly participation during the meeting.

Members of the public may also submit written public comments in advance via e-mail no later than 12:00 p.m. on the day of the meeting. Public comment e-mails should be sent to

OBGMA@aol.com "Attention Board of Directors".

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. DIRECTOR ANNOUNCEMENTS/REPORTS/COMMENTS

- Mutual Water Companies
- Ojai Water Conservation District
- City of Ojai
- Casitas Municipal Water District
- Community Facilities District – CMWD Ojai Service Area

4. GENERAL MANAGER COMMENTS

5. BASIN STATUS REPORTS

- Current Status of Basin: Input, Output, and Storage

6. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive comments from the public at this time. Other than for emergency items, no action can be taken during this period. Matters raised at this time may be briefly discussed by the Board and will generally be referred to staff and/or placed on a subsequent agenda.

7. CONSENT AGENDA

- a. Financial Report for August 2023
- b. Minutes of the August 31, 2023, meeting

8. ACTION ITEMS

- a. CMWD-OBGMA Staffing Agreement

Review and approve the Staffing Agreement between Casitas Municipal Water District and Ojai Basin Groundwater Management Agency.

9. PUBLIC HEARING

- a. Proposed Ordinance to Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion (Ordinance No. 12)

The Board will open a Public Hearing to discuss the Proposed Ordinance to Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion (Ordinance No. 12), posted on the Agency's website. The Board welcomes public comment and testimony regarding the proposed Ordinance. After receiving public comment and testimony, the Board will close the Public Hearing and will consider adopting the Ordinance.

10. DISCUSSION ITEMS

- a. Groundwater Sustainability Plan (GSP) Fee and Wellhead Fee Cost of Service Model
- b. Consider Cancellation of November 30, 2023, meeting and reschedule December meeting to December 5, 2023

11. ADJOURNMENT

The regular meetings of the Ojai Basin Groundwater Management Agency are scheduled for the last Thursday of each month. The meeting agenda will be posted at Ojai City Hall and the OBGMA website 72 hours prior to the meeting.

The next regular meeting of the Ojai Basin Groundwater Management Agency is scheduled for October 26, 2023, at 3:00 p.m. to be held in the Council Chambers at Ojai City Hall and by Zoom Teleconferencing. Please contact OBGMA by email at obgma@aol.com or by calling 805.640.1207 with any questions.

Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, Interim General Manager
Subject: Financial Report for August 2023
September 28, 2023

Recommendation

- Approve Financial Report for August 2023

Background and Discussion

The August 2023 Financial Report is attached for review and approval. Extractions and associated charges were updated from the July 2023 report.

Budget Impact

There is no immediate budget impact related to approval of the Financial Report.

Attachment: August 2023 Financial Report

OBGMA
Budget Actuals FYTD 22/23

| | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 |
|-------------------------------|------------------|------------------|-------------------|-------------------|-------------------|--------------------|-------------------|--------------------|
| Beginning Bank Balance | | | | | | | | |
| Checking | 14,745.09 | 74,843.99 | 85,115.19 | 82,727.38 | 114,741.84 | 121,125.19 | 70,773.32 | 73,579.63 |
| Savings | 5,021.30 | 5,021.30 | 5,021.30 | 5,021.91 | 5,021.91 | 5,021.91 | 5,022.55 | 5,022.55 |
| | 19,766.39 | 79,865.29 | 90,136.49 | 87,749.29 | 119,763.75 | 126,147.10 | 75,795.87 | 78,602.18 |
| Income | | | | | | | | |
| Returned Check Charges | - | - | - | - | - | - | - | - |
| GSP Extraction Fees | 27,096.63 | 9,328.16 | | 21,490.54 | 1,596.32 | 395.45 | 9,987.70 | 393.84 |
| Well Head Fee | 4,759.59 | 1,509.99 | | 4,897.39 | 2,465.80 | 580.74 | 4,937.95 | 1,940.15 |
| Interest Charges | - | - | - | - | 1.25 | | 2.50 | 10.00 |
| Recordation Fee | 289.35 | 87.95 | | 303.91 | 125.00 | 34.67 | 284.44 | 94.24 |
| Extraction Charges | 19,214.92 | 6,428.25 | | 15,314.59 | 3,616.00 | 307.21 | 7,612.35 | 660.82 |
| Savings Acct Interest | - | - | 0.61 | - | - | 0.64 | - | - |
| Total Income | 51,360.49 | 17,354.35 | 0.61 | 42,006.43 | 7,804.37 | 1,318.71 | 22,824.94 | 3,099.05 |
| Total Income | 51,360.49 | 17,354.35 | 0.61 | 42,006.43 | 7,804.37 | 1,318.71 | 22,824.94 | 3,099.05 |
| Expense | | | | | | | | |
| Equipment Purchased | - | - | - | - | - | - | - | - |
| Computer Repairs | - | - | - | - | - | - | - | - |
| Printing and Reproduction | - | - | - | - | - | - | - | - |
| Liability Insurance | - | 1,176.00 | - | - | - | 2,898.00 | - | - |
| Postage and Delivery | 249.99 | 17.99 | 17.99 | 92.49 | 17.99 | 67.99 | 17.99 | 17.99 |
| Bank Service Charges | - | 3.00 | - | - | - | - | - | - |
| Workers Comp Ins | - | - | - | - | - | - | 161.08 | 368.20 |
| Office Supplies | 55.68 | 83.99 | - | - | 99.99 | 828.23 | - | - |
| Payroll Expenses | 2,874.26 | 2,422.12 | 2,422.13 | 2,471.63 | 2,471.62 | 2,767.78 | 2,841.96 | 2,745.08 |
| Professional Fees | 5,077.78 | 2,581.25 | - | 5,201.53 | - | 13,183.15 | 12,162.88 | 9,346.96 |
| Rent | 907.10 | 907.10 | 107.10 | 1,707.10 | (922.90) | 907.10 | 907.10 | 907.10 |
| Travel | - | - | - | - | - | - | - | - |
| Telecommunications | 308.28 | 307.50 | 239.09 | 317.48 | 268.68 | 552.75 | 293.77 | 371.08 |
| Total Expense | 9,473.09 | 7,498.95 | 2,786.31 | 9,790.23 | 1,935.38 | 21,205.00 | 16,384.78 | 13,756.41 |
| Net Ordinary Income | 41,887.40 | 9,855.40 | (2,785.70) | 32,216.20 | 5,868.99 | (19,886.29) | 6,440.16 | (10,657.36) |
| Grant Activity | | | | | | | | |
| WCB Grant Income | 16,516.35 | - | - | - | - | - | - | - |
| WCB (WS) Expenses | - | - | - | - | - | - | - | - |
| GSP Expenses | - | - | - | - | - | 30,975.00 | 2,868.75 | - |
| | 16,516.35 | - | - | - | - | (30,975.00) | (2,868.75) | - |
| Net Income | 58,403.75 | 9,855.40 | (2,785.70) | 32,216.20 | 5,868.99 | (50,861.29) | 3,571.41 | (10,657.36) |
| Other Adjustments | | | | | | | | |
| Deposit Paid | - | - | - | - | - | - | - | - |
| Transfer to Savings | - | - | - | - | - | - | - | - |
| Transfer From Savings | - | - | - | - | - | - | - | - |
| Deposit Adj from Bank | - | - | - | - | - | - | - | - |
| Payroll Tax Liab Paymts | 1,241.67 | - | - | 1,345.84 | - | - | 1,331.80 | - |
| Payroll Liab on hold | 527.86 | 398.48 | 398.50 | 431.88 | 431.86 | 510.06 | 491.78 | 464.25 |
| Customer Overpayments | 40.28 | 17.50 | - | 724.72 | 82.50 | - | 24.92 | - |
| Nominal Over/Short | - | (0.18) | - | - | - | - | - | - |
| Refund- Work Comp Ins | - | - | - | - | - | - | - | - |
| Customer Credits Applied | 156.32 | - | - | 12.50 | - | - | - | 82.50 |
| Refunds | - | - | - | - | - | - | 50.00 | - |
| State Comp Fund Dividend | 25.00 | - | - | - | - | - | - | - |
| Rent Reimbursement | - | - | - | - | - | - | - | - |
| Customer Reimbursement | 2,500.00 | - | - | - | - | - | - | - |
| Ending Bank Balance | | | | | | | | |
| Checking | 74,843.99 | 85,115.19 | 82,727.38 | 114,741.84 | 121,125.19 | 70,773.32 | 73,579.63 | 63,304.02 |
| Savings | 5,021.30 | 5,021.30 | 5,021.91 | 5,021.91 | 5,021.91 | 5,022.55 | 5,022.55 | 5,022.55 |
| | 79,865.29 | 90,136.49 | 87,749.29 | 119,763.75 | 126,147.10 | 75,795.87 | 78,602.18 | 68,326.57 |

OBGMA
Budget Actuals FYTD 22/23

| | Jun-23 | Jul-23 | Aug-23 | YTD |
|-------------------------------|--------------------|--------------------|-------------------|--------------------|
| Beginning Bank Balance | | | | |
| Checking | 63,304.02 | 46,401.76 | 43,627.79 | |
| Savings | 5,022.55 | 5,023.17 | 5,023.17 | |
| | 68,326.57 | 51,424.93 | 48,650.96 | |
| Income | | | | |
| Returned Check Charges | | | | - |
| GSP Extraction Fees | 689.31 | 22,568.03 | 5,831.85 | 99,377.83 |
| Well Head Fee | 580.81 | 6,552.91 | 5,695.66 | 33,920.99 |
| Interest Charges | 6.25 | 1.25 | 18.25 | 39.50 |
| Recordation Fee | 30.00 | 156.97 | 149.67 | 1,556.20 |
| Extraction Charges | 577.44 | 15,989.95 | 4,424.62 | 74,146.15 |
| Savings Acct Interest | 0.62 | | | 1.87 |
| Total Income | 1,884.43 | 45,269.11 | 16,120.05 | 209,042.54 |
| Total Income | 1,884.43 | 45,269.11 | 16,120.05 | 209,042.54 |
| Expense | | | | |
| Equipment Purchased | | | | - |
| Computer Repairs | | | | - |
| Printing and Reproduction | | 280.58 | | 280.58 |
| Liability Insurance | | | | 4,074.00 |
| Postage and Delivery | 17.99 | (17.99) | 2.00 | 502.42 |
| Bank Service Charges | | | | 3.00 |
| Workers Comp Ins | | | | 529.28 |
| Office Supplies | 14.73 | | | 1,082.62 |
| Payroll Expenses | 1,938.86 | 3,207.62 | 2,641.89 | 28,804.95 |
| Professional Fees | 480.00 | 22,026.51 | 15,718.97 | 85,779.03 |
| Rent | 1,044.00 | 800.00 | 923.00 | 8,193.80 |
| Travel | 923.34 | | | 923.34 |
| Telecommunications | 380.67 | 476.34 | 373.87 | 3,889.51 |
| Total Expense | 4,799.59 | 26,773.06 | 19,659.73 | 134,062.53 |
| Net Ordinary Income | (2,915.16) | 18,496.05 | (3,539.68) | 74,980.01 |
| Grant Activity | | | | |
| WCB Grant Income | | | 11,093.85 | 27,610.20 |
| WCB (WS) Expenses | | | | - |
| GSP Expenses | 14,261.25 | 20,826.25 | | 68,931.25 |
| | (14,261.25) | (20,826.25) | 11,093.85 | (41,321.05) |
| Net Income | (17,176.41) | (2,330.20) | 7,554.17 | 33,658.96 |
| Other Adjustments | | | | |
| Deposit Paid | 50.00 | (50.00) | | |
| Transfer to Savings | | | | |
| Transfer From Savings | | | | |
| Deposit Adj from Bank | | | | |
| Payroll Tax Liab Paymts | | 1,270.21 | | |
| Payroll Liab on hold | 324.77 | 600.28 | 479.42 | |
| Customer Overpayments | | 176.16 | 604.25 | |
| Nominal Over/Short | | | | |
| Refund- Work Comp Ins | | | | |
| Customer Credits Applied | | | | |
| Refunds | | | | |
| State Comp Fund Dividend | | | | |
| Rent Reimbursement | | | | |
| Customer Reimbursement | | | | |
| Ending Bank Balance | | | | |
| Checking | 46,401.76 | 43,627.79 | 52,265.63 | |
| Savings | 5,023.17 | 5,023.17 | 5,023.17 | |
| | 51,424.93 | 48,650.96 | 57,288.80 | |

OBGMA EXTRACTION CHARGES BY PERIOD

2022/2023

| Oct/Nov/Dec 2022 | | (1-2023) | | (\$25/acre foot) | | |
|------------------|---------------|--------------------|-------------------|------------------|--------------------|--------------------|
| | Acre Feet | Charges | Well Head | Recordation | GSP Fees | Total Rec'd |
| Agriculture | 295.76 | \$7,498.60 | | | | |
| Dom/Land | 34.51 | \$1,017.00 | | | | |
| Muni/Indus | 2.42 | \$60.50 | | | | |
| CMWD | 299.00 | \$7,475.00 | | | | |
| Totals | 631.69 | \$16,051.10 | \$7,930.00 | \$455.00 | \$22,123.14 | \$46,559.24 |

| Jan/Feb/Mar 2023 | | (2-2023) | | (\$25/acre foot) | | |
|------------------|---------------|-------------------|-------------------|------------------|--------------------|--------------------|
| | Acre Feet | Charges | Well Head | Recordation | GSP Fees | Total Rec'd |
| Agriculture | 60.38 | \$1,604.86 | | | | |
| Dom/Land | 31.48 | \$873.25 | | | | |
| Muni/Indus | 1.33 | \$34.75 | | | | |
| CMWD | 229.50 | \$5,737.50 | | | | |
| Totals | 322.69 | \$8,250.36 | \$7,475.00 | \$435.00 | \$10,760.17 | \$26,920.53 |

| April/May/June 2023 | | (3-2023) | | (\$25/acre foot) | | |
|---------------------|---------------|--------------------|-------------------|------------------|--------------------|--------------------|
| | Acre Feet | Charges | Well Head | Recordation | GSP Fees | Total Rec'd |
| Agriculture | 379.46 | \$9,559.12 | | | | |
| Dom/Land | 48.98 | \$1,255.85 | | | | |
| Muni/Indus | 0.50 | \$12.50 | | | | |
| CMWD | 337.40 | \$8,435.00 | | | | |
| Totals | 766.34 | \$19,262.47 | \$7,298.50 | \$155.00 | \$25,738.34 | \$52,454.31 |

| Jul/Aug/Sept 2023 | | (4-2023) | | (\$25/acre foot) | | |
|-------------------|-------------|---------------|-----------|------------------|----------|---------------|
| | Acre Feet | Charges | Well Head | Recordation | GSP Fees | Total Rec'd |
| Agriculture | | | | | | |
| Dom/Land | | | | | | |
| Muni/Indus | | | | | | |
| CMWD | | | | | | |
| Totals | 0.00 | \$0.00 | | | | \$0.00 |

Total for water YTD 10/1/22- 9/30/23

| Acre Feet | Charges | Well Head Fee | Recordation Fee | GSP Fees | Total Rec'd |
|-----------|--------------|---------------|-----------------|-------------|--------------|
| 1720.72 | \$ 43,563.93 | \$22,703.50 | \$1,045.00 | \$58,621.65 | \$125,934.08 |

OBGMA
Cash Flow
As of August 31, 2023

Ending Cash Balances as of 7/31/2023

| | |
|------------------------------------|-------------------------|
| Bank of the Sierra-Checking | 43,627.79 |
| Bank of the Sierra-Savings | 5,023.17 |
| | <u>48,650.96</u> |

Inflows

| | |
|--------------------------------------|-------------------------|
| Grant Payment | 11,093.85 |
| Overpayments | 604.25 |
| GSP Extraction | 5,831.85 |
| Well Head Fee | 5,695.66 |
| Interest Charge On Extraction | 18.25 |
| Recordation Fee | 149.67 |
| Extraction Charges | 4,424.62 |
| | <u>27,818.15</u> |

Outflows

| | |
|-----------------------------|-------------------------|
| Postage and Delivery | 2.00 |
| Payroll Expenses | 2,162.47 |
| Professional Fees | 15,718.97 |
| Rent | 923.00 |
| Telephone | 373.87 |
| | <u>19,180.31</u> |

Ending Cash Balances as of 8/31/2023

| | |
|------------------------------------|-------------------------|
| Bank of the Sierra-Checking | 52,265.63 |
| Bank of the Sierra-Savings | 5,023.17 |
| Total Checking/Savings | <u>57,288.80</u> |

| | |
|---|------------------------|
| Net Change in Financial Position | <u>8,637.84</u> |
|---|------------------------|

OBGMA Reconciliation Summary

Bank of the Sierra-Checking, Period Ending 08/31/2023

| | Aug 31, 23 |
|--|------------------|
| Beginning Balance | 53,248.98 |
| Cleared Transactions | |
| Checks and Payments - 15 items | -12,138.47 |
| Deposits and Credits - 14 items | 29,924.07 |
| Total Cleared Transactions | 17,785.60 |
| Cleared Balance | 71,034.58 |
| Uncleared Transactions | |
| Checks and Payments - 8 items | -19,384.30 |
| Deposits and Credits - 2 items | 615.35 |
| Total Uncleared Transactions | -18,768.95 |
| Register Balance as of 08/31/2023 | 52,265.63 |
| New Transactions | |
| Checks and Payments - 1 item | -123.00 |
| Deposits and Credits - 2 items | 1,595.01 |
| Total New Transactions | 1,472.01 |
| Ending Balance | 53,737.64 |

OBGMA
02-Disbursements
As of August 31, 2023

| Date | Num | Name | Description | Amount |
|------------|------|-------------------------------------|----------------------|--------------------------|
| 08/04/2023 | ACH | AT&T | Telecommunications | -358.08 |
| 08/30/2023 | ACH | Spectrum | Telecommunications | -164.89 |
| 08/25/2023 | e | Stamps.com | Postage and Delivery | -19.99 |
| 08/07/2023 | R | Stamps.com | Postage and Delivery | 17.99 |
| 08/01/2023 | 3510 | Condor Self Storage | Rent | -123.00 |
| 08/21/2023 | 3511 | 417 Bryant Circle LLC | Rent | -800.00 |
| 08/21/2023 | 3514 | Kear Groundwater | Professional Fees | -5,924.08 |
| 08/21/2023 | 3515 | Michelle Gaston | Professional Fees | -775.00 |
| 08/21/2023 | 3516 | Spectrum | Telecommunications | 0.00 |
| 08/21/2023 | 3517 | Casitas Municipal Water District | Professional Fees | -3,400.00 |
| 08/21/2023 | 3518 | Hollister & Brace, Attorneys at Law | Professional Fees | -5,619.89 |
| 08/30/2023 | 3519 | 417 Bryant Circle LLC | Rent | 0.00 |
| 08/31/2023 | 3520 | Ransom, Tara R. | Payroll Expenses | -809.33 |
| 08/31/2023 | 3521 | VanDerMeer, Cece A | Payroll Expenses | -1,353.04 |
| | | | | -19,329.31 |
| | | | | <u>-19,329.31</u> |

Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, Interim General Manager
Subject: Agreement between Casitas Municipal Water District and Ojai Basin
Groundwater Management Agency for Manager Services

September 28, 2023

Recommendation

- Approve the Staffing Agreement between Casitas Municipal Water District and Ojai Basin Groundwater Management Agency

Background and Discussion

The General Manager of OBGMA is currently being staffed by the Engineering Manager of Casitas Municipal Water District (CMWD), Julia Aranda. This arrangement was for an Interim position of six months, starting April 1, 2023, which will expire September 30, 2023. A draft Staffing Agreement was discussed at the Board meeting of August 31, 2023. OBGMA and CMWD counsel have revised the Agreement and incorporated Board comments.

The final version (attached) will be presented to CMWD's Board for approval at their meeting of October 11, 2023, and will be retroactive to October 1, 2023.

Budget Impact

The fees for the Manager services will be included in the budget for each fiscal year.

Attachment: Staffing Agreement between Ojai Basin Groundwater Management Agency and Casitas Municipal Water District for General Manager Services

STAFFING AGREEMENT

This Staffing Agreement (the “Agreement”) is entered into by and between Casitas Municipal Water District, hereafter referred to as “CMWD” and the Ojai Basin Groundwater Management Agency, hereafter referred to as “OBGMA”.

1. Staffing Services.

- a. Description of Staffing Services. CMWD agrees to provide the services of its Engineering Manager, Julia Aranda, P.E. (hereafter “Manager”), to OBGMA. The responsibilities of the Manager, including the services to be provided by Manager to OBGMA (the “Services”) are set forth in Exhibit A hereto. Such terms may be modified in a written amendment executed by both parties.
- b. Status of Manager. The Manager shall have the status of an independent contractor to OBGMA and shall not be an employee of OBGMA. The Manager will remain an exclusive employee of CMWD. Because the Manager is not an employee of OBGMA, the Manager is not entitled to participate in any fringe benefit plans or programs of OBGMA, including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers’ compensation coverage, and pension benefits.

2. CMWD’s Obligations. CMWD shall be solely responsible for complying with all employer-related obligations applicable to the Manager, including (without limitation) paying all salary, wages and/or other payments required by law or contract to be made to the Manager, providing all employee benefits coverage for the Manager (including, but not limited to, all legally required benefits such as workers’ compensation insurance coverage and sick time), providing any legally required leave benefits, and maintaining all legally required employment records. CMWD shall be solely responsible for all direct and indirect costs and administrative expenses attributable to the Manager’s employment by CMWD, including federal, state and/or income tax withholdings, FICA and administration of payroll. CMWD, at its sole cost and expense, will maintain the following insurance coverages to extend to all Services provided by the Manager to OBGMA: (i) worker’s compensation insurance with minimum coverage in the amount required by law, (ii) commercial liability insurance with minimum coverage of \$1 million for each occurrence and \$2 million aggregate, and (iii) professional liability insurance with minimum coverage of \$1 million for each occurrence and \$1 million aggregate. CMWD is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to payments made to Manager by CMWD.

3. OBGMA's Obligations. OBGMA agrees to pay CMWD a fee for the Manager's Services. The schedule of monthly fees applicable to the Manager's Services is set forth in Exhibit B. The fees are the only amounts that OBGMA will pay for the Manager's Services. CMWD will invoice OBGMA for the Manager's Services on a monthly basis. Payment by OBGMA shall be due within thirty (30) days after OBGMA's receipt of a monthly invoice.

4. Confidentiality. The parties to this Agreement recognize that both CMWD and OBGMA may have access to confidential information concerning the other party and its operations ("Confidential Information") arising out of this Agreement and the Services provided by Manager. The parties agree to maintain the confidentiality of all such Confidential Information. In particular, and without limiting the foregoing, the parties acknowledge and understand that the Confidential Information to which the parties will gain access is the confidential information of OBGMA and CMWD and agree that each party will:
 - a. not disclose any Confidential Information to anyone other than an employee of CMWD or OBGMA who has a need to know such information;
 - b. prevent any unauthorized use or disclosure of the Confidential Information;
 - c. promptly notify the other party of any unauthorized use of Confidential Information of which that party learns;
 - d. use Confidential Information for the sole purpose of performing the Services under this Agreement; and
 - e. return or destroy any and all copies of the Confidential Information, and any portion thereof, or notes that the parties have made relating to or based upon the Confidential Information, promptly upon receipt of notice from either party requesting such return or destruction. The parties acknowledge and agree that its obligations set forth herein regarding the non-disclosure, non-use, return and/or destruction of the Confidential Information will survive any termination of this Agreement or expiration of that party's access to the Confidential Information.

5. Conflicts of Interest.
 - a. When two agencies collaborate on a project, but have differing priorities, goals, and potential biases, conflicts of interest can arise when the interests of one party potentially compromise the ability to act impartially and in the best interests of the other party. This is particularly true when agencies pool resources for a collaborative project, for instance by sharing expenses or key personnel. Conflicts can arise over how joint resources

are allocated and utilized. One agency might want to allocate funds or personnel differently from another, causing conflicts over spending priorities and/or staffing responsibilities. Collaborating agencies might also have different levels of willingness to share sensitive or confidential information.

- b. Given the potential for conflict of interest to arise between CMWD and OBGMA, both parties agree to regularly assess the circumstances that might influence their decision-making with regard to matters involving the other party. Where it appears the personal, organizational, or professional interests of one party might interfere with that party's ability to act impartially and in the best interests of the other party, both parties agree to acknowledge the existence of a potential conflict of interest in writing. The details of the conflict, including its nature and any relevant circumstances shall be documented. In these situations, both parties agree that, unless the identified conflict is waived by both parties in writing, the Manager will refrain from participating in any discussions, deliberations, or activities related to the matter in question. Both parties agree that, absent a mutual waiver of the conflict in writing, recusal of the Manager is important to prevent any undue influence by one party or the other, and to maintain the integrity of the collaborative process, including the sharing of resources and key personnel.

6. Compliance with All Laws. CMWD represents and warrants that with respect to its performance under this Agreement, it will remain in compliance with all state and federal laws governing employment and all other laws applicable to the Agreement.

7. Term. This Agreement shall become effective on October 1, 2023 ("Effective Date"), and will terminate upon thirty (30) days written notice by either party to the other. In addition, either party may terminate this Agreement immediately upon written notice to the other party due to any material breach of this Agreement.

8. Indemnification. CMWD agrees to indemnify, defend, and hold OBGMA, its elected Board, appointed officers, and employees harmless from and against any and all costs, expenses (including attorneys' fees), liabilities, damages, judgments and settlements arising out of or relating to any actual or alleged failure by CMWD to comply with any of the employer-related obligations set forth in Section 2 of this Agreement.

9. Miscellaneous.

- a. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California.

- b. Amendments. This Agreement, including Exhibit A, may not be amended or modified except by a written agreement signed by duly authorized officers of both CMWD and OBGMA.
- c. Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.
- d. Waiver. No waiver by either party of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement will be construed as a waiver of any other right.
- e. Severability. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and the invalid, illegal or unenforceable provision will be enforced to the extent permitted by law to conform as closely as possible to the intent of the parties.
- f. Notices. Any notices required or permitted hereunder will be given to the appropriate party at the address specified below:

To OBGMA:

Ojai Basin Groundwater Management Agency – Attention: Board
President

P.O. Box 1779

Ojai CA 92024

obgma@aol.com

TO CMWD:

Casitas Municipal Water District – Attention: General Manager

1055 Ventura Avenue

Oak View CA 93022

mflood@casitaswater.com

Such notice will be deemed given upon email, upon personal delivery to the appropriate address, or if sent only by overnight mail, three (3) days after the date of mailing.

- g. Entire Agreement. This Agreement, including Exhibit A, sets forth the exclusive and entire understanding and agreement of the parties with

respect to the subject matter hereof and supersedes any and all previous agreements between the parties with respect to the subject matter hereof.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

By: _____ Date: _____

President of the Board, OBGMA

By: _____ Date: _____

Michael Flood, CMWD General Manager

EXHIBIT A

RESPONSIBILITIES AND SERVICES PROVIDED BY THE MANAGER TO THE OJAI BASIN GROUNDWATER MANAGEMENT AGENCY

GENERAL OVERVIEW

The General Manager (“Manager”) is an executive management position reporting to the Ojai Basin Groundwater Management Agency (OBGMA) Board of Directors. The Manager’s primary focus will be to assist in the development, implementation and management of the Groundwater Sustainability requirements under the Sustainable Groundwater Management Act of 2014 and subsequent legislation; provide leadership and direction to the organization; ensure efficient and effective legislative and regulatory compliance, in accordance with Board directives; collaborate with state and local agencies; and facilitate outreach efforts with stakeholders to strategically comply with goals and objectives. Other responsibilities of the position are outlined under Essential Duties.

ESSENTIAL DUTIES

- Direct the operations and general administration of the OBGMA including budget development and oversight, short- and long-range planning, and policy development and implementation.
- Assist with the planning and development of Board Meeting agendas.
- Ensure the timely and effective accomplishment of goals and objectives as determined by the Board.
- Develop, implement, and manage the Groundwater Sustainability Plan (GSP); update and/or revise plans as needed.
- Administer various contracts and agreements to ensure compliance.
- Oversee the consultant/contract selection process including determining scope of work, preparing Requests for Proposals (RFPs); negotiation of terms and contract development and review; monitor and evaluate consultant/contract performance.
- Prepare and present a variety of complex administrative and technical reports, recommending appropriate alternatives; follow up on action items as required.
- Actively participate in, review, and interpret analytical work completed by consultants, and present results to the Board and member agencies.
- Identify future funding sources and develop and implement funding strategies.
- Conduct outreach to appropriate stakeholders and other appropriate agencies.
- Develop, plan, and implement compliance measures. Coordinate the activities and meetings of the Board and Committees.
- Make presentations to the Board, governing bodies, and a variety of Boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field.

- Monitor changes in laws, regulations, and technology that may affect OBGMA; implement policy and procedural changes as required.
- Remain current on, review, analyze, and determine impact of legislative developments, State legislation, State and Federal regulations, local ordinances, trends, practices and procedures in the field. Advise and make recommendations to decision makers on appropriate position or action to take in response to changes.
- Work cooperatively with other agencies including other Groundwater Sustainability Agencies, and County, State and Federal agencies to identify and develop programs/projects to advance sustainability of the local groundwater resource.
- Identify stakeholders within the community and conduct public outreach relating to groundwater sustainability; develop and implement educational programs, including printed materials, web site information, and other activities.
- Implement programs and projects established by the Board of Directors.

QUALIFICATIONS

DEMONSTRATED KNOWLEDGE OF AND PERFORMANCE IN THE FOLLOWING AREAS:

- ◀ General operations, functions and purposes of a municipal water district and environmental issues affecting such operations;
- ◀ Modern management practices, including: municipal finance, supervision, and organizational development;
- ◀ Negotiation strategies;
- ◀ Managerial, leadership, and interpersonal skills essential to demanding and visible activities within the OBGMA and the community;
- ◀ Laws and regulations pertaining to a groundwater sustainability;
- ◀ Fiscal management and decision making.

ABILITY TO:

- ◀ Ensure the timely and economic completion of necessary projects, reports, and studies as required by the Board;
- ◀ Plan for future needs of OBGMA;
- ◀ Employ modern management practices to insure the efficient operation of OBGMA;
- ◀ Communicate in an effective manner with the Board and all other interest groups including all governmental agencies;
- ◀ Establish and maintain cooperative working relationships with all such groups including representation of OBGMA's interest with the news media.

TRAINING AND EXPERIENCE GUIDELINES

Any combination of training and experience, which demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation, if needed), typically:

EDUCATION: Equivalent to graduation from an accredited college or university with major work in public administration, business administration, civil engineering or a closely related field. An advanced degree from an accredited institution in one of the above areas is highly desirable.

EXPERIENCE: Five (5) years senior-level managerial experience with three (3) years of experience as General Manager or department head of a governmental agency or special district.

CERTIFICATIONS, LICENSES AND REGISTRATIONS

A valid California Class C driver's license must be maintained at all times.

EXHIBIT B

COMPENSATION FOR MANAGER SERVICES

| Time Period | Monthly Payment |
|---------------------------------------|------------------------|
| October 1, 2023 to September 30, 2024 | \$1,785 |
| October 1, 2024 to September 30, 2025 | \$1,875 |
| October 1, 2025 to September 30, 2026 | \$1,970 |

Future years will be subject to negotiation between the parties.

Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, Interim General Manager
Subject: Public Hearing on Proposed Ordinance To Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion

September 28, 2023

Recommendation

- Open a Public Hearing to discuss the Proposed Ordinance To Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion (Ordinance No. 12)
- Approve and adopt the Ordinance To Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion (Ordinance No. 12) after the Public Hearing

Background and Discussion

The Sustainable Groundwater Management Act (Act) authorizes the OBGMA, as the “exclusive local agency” within its statutory boundaries for purposes of implementing the Act within the Ojai Valley Groundwater Basin (OVGB). OBGMA has the authority to control groundwater extractions from the shallow perched aquifer [(aka SWUSZ) Water Code Section 10726.4(a)(2)] by regulating, limiting or suspending extractions from existing groundwater wells and prohibiting the construction of new groundwater wells completed in the perched aquifer system.

Draft Ordinance No. 12 (attached) was discussed at the Board meeting of August 31, 2023. No changes were requested by the Board.

Budget Impact

There is no budget impact associated with this action.

Attachment:

Proposed Ordinance To Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion (Ordinance No. 12)

ORDINANCE NO. 12

AN ORDINANCE OF THE OJAI BASIN GROUNDWATER MANAGEMENT AGENCY TO PROTECT THE SOUTHWEST UPPER SATURATED ZONE (SWUSZ) FROM GROUNDWATER EXTRACTION AND DEPLETION

WHEREAS, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("Act") (Water Code § 10720 et. seq.), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the legislative intent of the Act is to provide for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local agencies with the authority to sustainably manage groundwater; and

WHEREAS, the California Department of Water Resources ("DWR") has designated the 9.2-square-mile Ojai Valley Groundwater Basin ("OVGB") (DWR Basin No. 4-002) as a "high-priority" basin pursuant to the Act; and

WHEREAS, the Act identifies the Ojai Basin Groundwater Management Agency ("Agency") as the "exclusive local agency" within its statutory boundaries for purposes of implementing the requirements of the Act for the OVGB; and

WHEREAS, on January 6, 2022, the Agency adopted a Groundwater Sustainability Plan ("GSP") for the OVGB consistent with the requirements of the Act; and

WHEREAS, the GSP is intended to ensure the OVGB continues to operate within its sustainable yield and does not exhibit "undesirable results" within the GSP's planning and implementation horizon of 50 years; and

WHEREAS, the Act defines "undesirable results" as, among other things, depletions of interconnected surface water that have significant and unreasonable adverse impacts on beneficial uses of the surface water; and

WHEREAS, the Act considers depletions of interconnected surface water to be significant and unreasonable if such depletions cause a decline or permanent loss of identified Groundwater Dependent Ecosystems ("GDEs"); and

WHEREAS, the Act defines GDEs as "ecological communities or species that depend on groundwater emerging from aquifers or on groundwater occurring near the ground surface" (Title 23 CCR Section 351(m)); and

WHEREAS, available lithologic, streamflow, and groundwater level and quality data demonstrate the existence of a shallow perched aquifer in the southern and western portion of the OVGB, commonly known as the Southwest Upper Saturated Zone

("SWUSZ"), that is in hydraulic connection with surface water of Lower San Antonio Creek and its tributaries; and

WHEREAS, there are potential GDEs in the vicinity of Lower San Antonio Creek and its tributaries which likely rely on groundwater from the SWUSZ for survival; and

WHEREAS, the SWUSZ is separated from the deeper confined production aquifers of the OVGB by an extensive clay aquitard (Kear 2005, 2021; OBGMA 2018); and

WHEREAS, groundwater levels in the SWUSZ exhibit a stable trend with little seasonal fluctuation or response to groundwater extraction while groundwater levels in the primary production aquifer show the effects of widespread groundwater extraction (Shallow Perched Aquifer and Deep Production Aquifer Groundwater Level Trends; Kear 2021); and

WHEREAS, the unique hydrogeologic characteristics of the SWUSZ justify separate management for purposes of protecting potential GDEs reliant on the perched aquifer; and

WHEREAS, on March 28, 2022 and February 13, 2023, Governor Newsom signed Executive Orders N-7-22 and N-3-23 ("EOs"), respectively, directing the County of Ventura, prior to approving a permit for a groundwater well or alteration of an existing well in the OVGB, to obtain written approval from the Agency determining that the proposed well would not be inconsistent with the GSP adopted by the Agency and would not decrease the likelihood of achieving a sustainability goal for the OVGB; and

WHEREAS, the Governor's EOs do not apply to permits for wells (i) that will provide less than two acre-feet per year of groundwater for individual domestic users, (ii) that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code, or (iii) that are replacing existing, currently permitted wells acquired by eminent domain or under threat of condemnation with new wells that will produce an equivalent quantity of water; and

WHEREAS, the Act authorizes the Agency pursuant to the GSP to control groundwater extractions from the SWUSZ (Water Code Section 10726.4(a)(2)) by regulating, limiting or suspending extractions from existing groundwater wells and prohibiting the construction of new groundwater wells completed in the perched aquifer system; and

NOW, THEREFORE, given the importance of protecting potential GDEs reliant on the shallow perched aquifer known as the SWUSZ, and minimizing the withdrawal of interconnected groundwater water and surface water, the Board of Directors of the Ojai Basin Groundwater Management Agency do hereby ordain as follows:

ARTICLE 1. General

Section 1. Ordinance Name.

This Ordinance shall be known as an “Ordinance of the Ojai Basin Groundwater Management Agency To Protect the Southwest Upper Saturated Zone (SWUSZ) From Groundwater Extraction and Depletion.”

Section 2. Purpose and Intent.

The purpose and intent of this Ordinance is to preserve and protect potential GDEs reliant on the shallow perched aquifer known as the SWUSZ by prohibiting the withdrawal and depletion of groundwater from the SWUSZ.

Section 3. Periodic Review Procedure.

The Board will periodically review the effectiveness of this Ordinance toward meeting its purpose and intent. This review shall occur at least once every five years. If necessary, this Ordinance will be amended by the Board to ensure that the goals of the Agency are met.

Section 4. Definitions.

As used in this Ordinance, the following terms shall have the meanings stated below:

- A. “**Agency**” means the Ojai Basin Groundwater Management Agency.
- B. “**Aquifer**” means a geologic formation or structure that yields water in sufficient quantities to supply pumping wells or springs. A confined aquifer is an aquifer with an overlying less permeable or impermeable layer.
- C. “**Board**” means the Board of Directors of the Ojai Basin Groundwater Management Agency.
- D. “**Extraction**” means the act of obtaining groundwater by pumping or other controlled means.
- E. “**Extraction facility**” means any device or method (e.g., water well) used for extraction of groundwater within a groundwater basin or aquifer.
- F. “**Groundwater**” means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water.

G. "**Groundwater basin**" means a geologically and hydrologically defined area containing one or more aquifers, which store and transmit water yielding significant quantities of water to extraction facilities.

H. "**Operator**" means a person who either owns or operates a groundwater extraction facility with the written approval of the owner. In the event the Agency is unable to determine who operates a particular extraction facility, then "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 extraction facility or the land upon which it is located.

I. "**Person**" includes any state or local governmental agency, private corporation, firm, partnership, individual, group of individuals, or, to the extent authorized by law, any federal agency.

J. "**Shallow perched aquifer**" means the water bearing area that is located between the earth's surface and the clay aquitard that exists above the deeper confined production aquifers of the OVGB.

K. "**Southwest Upper Saturated Zone**" or "**SWUSZ**" means the shallow perched aquifer located in the in the southern and western portion of the OVGB, the areal extent of which is depicted on Attachment 1, incorporated herein and made a part of this Ordinance by reference.

ARTICLE 2. PROHIBITION ON EXTRACTION

Section 1. Prohibition.

In order to protect the Southwest Upper Saturated Zone (SWUSZ) from groundwater extraction and depletion, no person shall (1) perforate the well casing of any extraction facility in the shallow perched aquifer for the purpose of extracting groundwater from the SWUSZ; and (2) operate any extraction facility that penetrates the shallow perched aquifer in a manner and for the purpose of extracting groundwater from the SWUSZ.

Section 2. Exceptions.

The prohibitions set forth in Article 2, Section 1 of this ordinance shall not apply to:

1. Extraction facilities drilled exclusively for dewatering or remediation which discharge legally to surface waters.
2. Monitoring wells that do not extract more than 500 gallons of water annually for purging and sampling as directed by a public agency having authority over such operations.
3. Dry wells or wells used to direct stormwater into the SWUSZ for the purpose of recharging the shallow perched aquifer.

4. Extraction facilities that function as surface water diversions permitted by and/or registered with the State Water Resources Control Board by extracting water that is flowing in a known and defined channel and not percolating groundwater of the OVGB.

Section 3. Hardship Exemption.

The Board, on a case-by-case basis, shall have the authority, upon a showing of good cause by an applicant or other person with standing, to waive the requirements of this Ordinance. "Good cause" shall mean a factual and evidentiary showing by the applicant that the prohibitive effect of this Ordinance, if not waived, will (1) deprive the applicant of substantially all reasonable use of their property under the Fifth Amendment of the U.S. Constitution or Article I, Section 19 of the California Constitution; or (2) result in a violation of an applicable California state or federal law. Any such request for a waiver shall be filed with the Agency including all supporting materials intended to demonstrate "good cause."

ARTICLE 4. WELL SEALING REQUIREMENTS

Any extraction facility that penetrates the shallow perched aquifer and is completed in the deeper confined production aquifers of the OVGB shall be equipped with an annular seal in accordance with County of Ventura standards to preclude communication between the SWUSZ and the production stream of any well.

ARTICLE 5. VIOLATION

Any person who intentionally violates this Ordinance is guilty of an infraction and may be required to pay a fine not to exceed five hundred dollars (\$500).

Any person who negligently or intentionally violates this Ordinance may also be liable civilly to the Agency for a sum not to exceed one thousand dollars (\$1,000) per day for each violation, in addition to any other penalties that may be prescribed by law.

ARTICLE 6. ENFORCEMENT

The Agency may take any actions authorized by law, to enforce the terms and provisions of this Ordinance.

ARTICLE 7. TERMINATION DATE

This Ordinance shall remain in full force and effect until repealed by action of the Board.

ARTICLE 8. APPLICATION

The provisions of this Ordinance shall be read in conjunction with and complement all other Agency Ordinances and Resolutions and shall apply to all operators within the boundaries of the Agency.

ARTICLE 9. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Ordinance and its implementing rules and regulations are for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares and determines that it would have passed this Ordinance and its implementing rules and regulations irrespective of the fact that any one or more sections, subsection, sentences, clauses or phrases may be determined to be unconstitutional or invalid.

ARTICLE 10. EFFECTIVE DATE

This Ordinance shall become effective on the thirty-first (31st) day after adoption.

PASSED, APPROVED AND ADOPTED THIS ____ day of September, 2023.

ATTEST

Richard Hajas, President

Cece VanDerMeer, Secretary

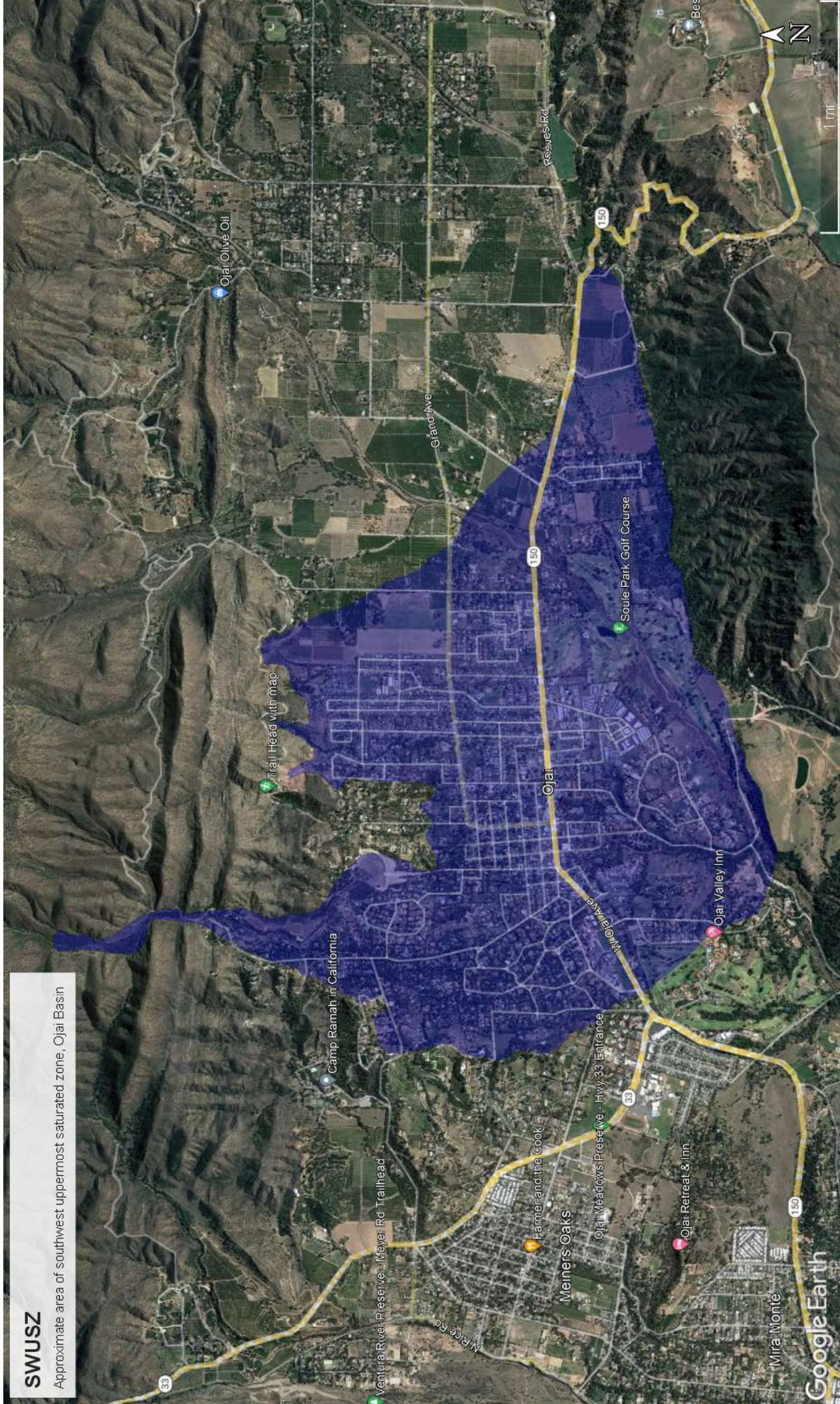
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

NOTE: Adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Guidelines Sections 15307 and 15308 as it is an action taken by a regulatory agency, as authorized by state law, to ensure the maintenance, restoration, or enhancement of natural resources and the environment, for the protection of water resources and GDEs reliant thereon, and does not have the potential for causing a significant effect on the environment, and the County remains responsible for CEQA review of each extraction facility permit as the lead permitting agency.

ATTACHMENT 1

SWUSZ

Approximate area of southwest uppermost saturated zone, Ojai Basin



Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, Interim General Manager
Subject: Groundwater Sustainability Plan Fee and Wellhead Fee Cost of Service Rate Model

September 28, 2023

Background and Discussion

At the Board meeting of August 31, 2023, the Board approved the Fiscal Year (FY) 2023-24 Budget and the Groundwater Sustainability Plan (GSP) Implementation Schedule. Both these approvals have implications to the cash flow of the OBGMA which are discussed in the following subsections.

Groundwater Sustainability Plan Implementation Fee. The GSP Implementation Schedule includes anticipated expenses for the next five fiscal years. Estimated expenses for the GSP tasks were presented and discussed at the last meeting. The Board directed a rate model to evaluate a GSP fee structure to cover these expenses. The current GSP fee is \$37 per acre-foot (AF).

The rate model results attached show estimated pumping in acre-feet per year (AFY), the current GSP fee (Row 4) and projections of revenue and expenses for the next five fiscal years (2023-2024 through 2027-2028). FY 2023-2024 is split into two sections; since we are in the last quarter of FY 2022-2023, it is anticipated a fee adjustment would not be made effective until January 1, 2024, the second quarter of FY 2023-2024. Row 4 also assumes estimated pumping is consistently 3,000 AFY each year. It is apparent this fee is not enough to cover anticipated expenses even for FY 2023-2024 and must be adjusted.

Rows 5 through 9 show different scenarios based on consistent 3,000 AFY of pumping and adjusting GSP fees so there is positive cash flow each year, some more than others. Row 5 shows an increase to \$60 per AF for the next five years and the model shows a deficit in FY 2025-2026. A stepped increase is needed to maintain positive cash flow to cover GSP expenses, depending on the assumed pumping and amount of the increase as shown in Rows 6 through 9.

Rows 10 through 14 show different scenarios based on 4,000 AFY for FY 2023-2024. Row 10 assumes pumping is consistently 4,000 AFY and the GSP remains at \$37 per AF. Even with an assumed increase in pumping the current GSP is not sufficient to cover expenses and adjustment is necessary. Row 11 shows an increase to \$60 per AF for the next five years and the cash flow is positive in all years, though the reserves in FY 2025-2026 are a bit low. Row 12 is another scenario showing reduced pumping in FYs 2026-2027 and 2027-2028 with a

consistent \$60 per AF fee. Modest step increases are shown in Rows 13 through 15 and the reserve amount fluctuates depending on the assumed pumping.

The next two to three years may see increased pumping due to the current groundwater level in the basin, compared to the last few drought years. The rate model is intended to be flexible and allow adjustments to the GSP fee based on reserves from the prior year and anticipated estimated pumping.

Additionally, since a significant amount will be spent in FY 2025-2026 in anticipation of the Five-Year GSP Update, it would be prudent to adjust the GSP fee in FY 2023-2024 and 2024-2025 to build up the reserves to accomplish that work. The GSP fee can then be revisited for future years.

Wellhead Fee. The Wellhead Fee, as well as the Extraction Charges, cover OBGMA's normal operating expenses and is currently \$260 per year per well. (Extraction charges are currently \$25 per AF). The Wellhead Fee rate model incorporates operating expenses as shown in the approved FY 2023-2024 budget of \$124,000; subsequent fiscal years show a 5 percent increase per year. It was assumed extraction fees are steady at \$100,00 per year (4,000 AFY); this can be adjusted similarly to the GSP fee as needed.

Row 4 shows the projection if the current fee is maintained for the next five fiscal years. A deficit occurs in FY 2026-2027 and FY 2027-2028.

The Board does not currently have a reserve policy so it is difficult to establish a recommendation for a Wellhead Fee until such a policy is in place. OBGMA is required to follow Proposition 26 guidelines for rate adjustments to the GSP and Wellhead Fees.

Budget Impact

The budget impacts associated with this action are shown in the model results.

Attachments:

- GSP Fee rate model results under various scenarios
- Wellhead Fee rate model results under various scenarios

| | A | B | C | D | E | F | G | H | I |
|----|--|----------------|-------------------------|---------------------------|--------------------------|----------------|-------------------------|---------------------------|----------------|
| 1 | GROUNDWATER SUSTAINABILITY PLAN FEE | | | | | | | | |
| 2 | 2023-2024 (Q1) | | | | 2023-2024 (Q2-Q4) | | | | |
| 3 | Estimated Pumping (AFY) | GSP Fee | Estimate Revenue | Estimated Expenses | Reserve | GSP Fee | Estimate Revenue | Estimated Expenses | Reserve |
| 4 | 3000 | \$37.00 | \$27,750.00 | \$31,275.00 | (\$3,525.00) | \$37.00 | \$83,250.00 | \$93,825.00 | (\$14,100.00) |
| 5 | 3000 | \$37.00 | \$27,750.00 | \$31,275.00 | (\$3,525.00) | \$60.00 | \$135,000.00 | \$93,825.00 | \$37,650.00 |
| 6 | 3000 | \$37.00 | \$27,750.00 | \$31,275.00 | (\$3,525.00) | \$60.00 | \$135,000.00 | \$93,825.00 | \$37,650.00 |
| 7 | 3000 | \$37.00 | \$27,750.00 | \$31,275.00 | (\$3,525.00) | \$100.00 | \$225,000.00 | \$93,825.00 | \$127,650.00 |
| 8 | 3000 | \$37.00 | \$27,750.00 | \$31,275.00 | (\$3,525.00) | \$60.00 | \$135,000.00 | \$93,825.00 | \$37,650.00 |
| 9 | 3000 | \$37.00 | \$27,750.00 | \$31,275.00 | (\$3,525.00) | \$60.00 | \$135,000.00 | \$93,825.00 | \$37,650.00 |
| 10 | 4000 | \$37.00 | \$37,000.00 | \$31,275.00 | \$5,725.00 | \$37.00 | \$111,000.00 | \$93,825.00 | \$22,900.00 |
| 11 | 4000 | \$37.00 | \$37,000.00 | \$31,275.00 | \$5,725.00 | \$60.00 | \$180,000.00 | \$93,825.00 | \$91,900.00 |
| 12 | 4000 | \$37.00 | \$37,000.00 | \$31,275.00 | \$5,725.00 | \$50.00 | \$150,000.00 | \$93,825.00 | \$61,900.00 |
| 13 | 4000 | \$37.00 | \$37,000.00 | \$31,275.00 | \$5,725.00 | \$60.00 | \$180,000.00 | \$93,825.00 | \$91,900.00 |
| 14 | 4000 | \$37.00 | \$37,000.00 | \$31,275.00 | \$5,725.00 | \$60.00 | \$180,000.00 | \$93,825.00 | \$91,900.00 |
| 15 | 4000 | \$37.00 | \$37,000.00 | \$31,275.00 | \$5,725.00 | \$55.00 | \$165,000.00 | \$93,825.00 | \$76,900.00 |

| | J | K | L | M | N | O | P | Q | R | S | T |
|----|--|----------|------------------|--------------------|---------------|-------------------------|------------------|------------------|--------------------|----------------|-------------------------|
| 1 | GROUNDWATER SUSTAINABILITY PLAN FEE | | | | | | | | | | |
| 2 | 2024-2025 | | | | | | 2025-2026 | | | | |
| 3 | Estimated Pumping (AFY) | GSP Fee | Estimate Revenue | Estimated Expenses | Reserve | Estimated Pumping (AFY) | GSP Fee | Estimate Revenue | Estimated Expenses | Reserve | Estimated Pumping (AFY) |
| 4 | 3000 | \$37.00 | \$111,000.00 | \$147,200.00 | (\$50,300.00) | 3000 | \$37.00 | \$111,000.00 | \$415,900.00 | (\$355,200.00) | 3000 |
| 5 | 3000 | \$60.00 | \$180,000.00 | \$147,200.00 | \$70,450.00 | 3000 | \$60.00 | \$180,000.00 | \$415,900.00 | (\$165,450.00) | 3000 |
| 6 | 3000 | \$80.00 | \$240,000.00 | \$147,200.00 | \$130,450.00 | 3000 | \$100.00 | \$300,000.00 | \$415,900.00 | \$14,550.00 | 3000 |
| 7 | 3000 | \$120.00 | \$360,000.00 | \$147,200.00 | \$340,450.00 | 3000 | \$80.00 | \$240,000.00 | \$415,900.00 | \$164,550.00 | 3000 |
| 8 | 3000 | \$70.00 | \$210,000.00 | \$147,200.00 | \$100,450.00 | 3000 | \$80.00 | \$240,000.00 | \$415,900.00 | (\$75,450.00) | 3000 |
| 9 | 3000 | \$100.00 | \$300,000.00 | \$147,200.00 | \$190,450.00 | 3000 | \$120.00 | \$360,000.00 | \$415,900.00 | \$134,550.00 | 3000 |
| 10 | 4000 | \$37.00 | \$148,000.00 | \$147,200.00 | \$23,700.00 | 4000 | \$37.00 | \$148,000.00 | \$415,900.00 | (\$244,200.00) | 4000 |
| 11 | 4000 | \$60.00 | \$240,000.00 | \$147,200.00 | \$184,700.00 | 4000 | \$60.00 | \$240,000.00 | \$415,900.00 | \$8,800.00 | 4000 |
| 12 | 4000 | \$55.00 | \$220,000.00 | \$147,200.00 | \$134,700.00 | 4000 | \$60.00 | \$240,000.00 | \$415,900.00 | (\$41,200.00) | 3000 |
| 13 | 4000 | \$70.00 | \$280,000.00 | \$147,200.00 | \$224,700.00 | 3500 | \$75.00 | \$262,500.00 | \$415,900.00 | \$71,300.00 | 3500 |
| 14 | 3000 | \$70.00 | \$210,000.00 | \$147,200.00 | \$154,700.00 | 3000 | \$80.00 | \$240,000.00 | \$415,900.00 | (\$21,200.00) | 3000 |
| 15 | 3000 | \$65.00 | \$195,000.00 | \$147,200.00 | \$124,700.00 | 3000 | \$75.00 | \$225,000.00 | \$415,900.00 | (\$66,200.00) | 3000 |

| | U | V | W | X | Y | Z | AA | AB | AC |
|--|------------------|-------------------------|---------------------------|----------------|--------------------------------|----------------|-------------------------|---------------------------|----------------|
| GROUNDWATER SUSTAINABILITY PLAN FEE | | | | | | | | | |
| 1 | | | | | | | | | |
| 2 | 2026-2027 | | | | | | | | |
| | | | | | | | | | |
| 3 | GSP Fee | Estimate Revenue | Estimated Expenses | Reserve | Estimated Pumping (AFY) | GSP Fee | Estimate Revenue | Estimated Expenses | Reserve |
| 4 | \$37.00 | \$111,000.00 | \$108,400.00 | (\$352,600.00) | 3000 | \$37.00 | \$111,000.00 | \$286,800.00 | (\$528,400.00) |
| 5 | \$60.00 | \$180,000.00 | \$108,400.00 | (\$93,850.00) | 3000 | \$60.00 | \$180,000.00 | \$286,800.00 | (\$200,650.00) |
| 6 | \$80.00 | \$240,000.00 | \$108,400.00 | \$146,150.00 | 3000 | \$70.00 | \$210,000.00 | \$286,800.00 | \$69,350.00 |
| 7 | \$80.00 | \$240,000.00 | \$108,400.00 | \$296,150.00 | 3000 | \$80.00 | \$240,000.00 | \$286,800.00 | \$249,350.00 |
| 8 | \$90.00 | \$270,000.00 | \$108,400.00 | \$86,150.00 | 3000 | \$100.00 | \$300,000.00 | \$286,800.00 | \$99,350.00 |
| 9 | \$100.00 | \$300,000.00 | \$108,400.00 | \$326,150.00 | 3000 | \$100.00 | \$300,000.00 | \$286,800.00 | \$339,350.00 |
| 10 | \$37.00 | \$148,000.00 | \$108,400.00 | (\$204,600.00) | 4000 | \$37.00 | \$148,000.00 | \$286,800.00 | (\$343,400.00) |
| 11 | \$60.00 | \$240,000.00 | \$108,400.00 | \$140,400.00 | 4000 | \$60.00 | \$240,000.00 | \$286,800.00 | \$93,600.00 |
| 12 | \$60.00 | \$180,000.00 | \$108,400.00 | \$30,400.00 | 3000 | \$60.00 | \$180,000.00 | \$286,800.00 | (\$76,400.00) |
| 13 | \$70.00 | \$245,000.00 | \$108,400.00 | \$207,900.00 | 3000 | \$60.00 | \$180,000.00 | \$286,800.00 | \$101,100.00 |
| 14 | \$90.00 | \$270,000.00 | \$108,400.00 | \$140,400.00 | 3000 | \$100.00 | \$300,000.00 | \$286,800.00 | \$153,600.00 |
| 15 | \$85.00 | \$340,000.00 | \$108,400.00 | \$165,400.00 | 3000 | \$90.00 | \$270,000.00 | \$286,800.00 | \$148,600.00 |

| | A | B | C | D | E | F | G |
|---|-----------------------------|---------------|---------------------------------|-------------------------------|---|---------------------------|------------------------|
| 1 | WELLHEAD FEE | | | | | | |
| 2 | 2023-2024 (Q1) | | | | | | |
| 3 | Estimated # of Wells | WH Fee | Estimated WH Fee Revenue | Estimated Pumping (AF) | Estimated Extraction Charges Revenue | Estimated Expenses | Reserve (C+E-F) |
| 4 | 150 | \$65.00 | \$9,750.00 | 1000 | \$25,000.00 | \$31,000.00 | \$3,750.00 |
| 5 | 150 | \$65.00 | \$9,750.00 | 1000 | \$25,000.00 | \$31,000.00 | \$3,750.00 |
| 6 | 150 | \$65.00 | \$9,750.00 | 1000 | \$25,000.00 | \$31,000.00 | \$3,750.00 |
| 7 | 150 | \$65.00 | \$9,750.00 | 1000 | \$25,000.00 | \$31,000.00 | \$3,750.00 |

| | H | I | J | K | L | M | N |
|---|-----------------------------|---------------|---------------------------------|-------------------------------|---|---------------------------|------------------------|
| 1 | WELLHEAD FEE | | | | | | |
| 2 | 2023-2024 (Q2-Q4) | | | | | | |
| 3 | Estimated # of Wells | WH Fee | Estimated WH Fee Revenue | Estimated Pumping (AF) | Estimated Extraction Charges Revenue | Estimated Expenses | Reserve (J+L-M) |
| 4 | 150 | \$195.00 | \$29,250.00 | 3000 | \$75,000.00 | \$93,000.00 | \$11,250.00 |
| 5 | 150 | \$600.00 | \$90,000.00 | 3000 | \$75,000.00 | \$93,000.00 | \$72,000.00 |
| 6 | 150 | \$900.00 | \$135,000.00 | 3000 | \$75,000.00 | \$93,000.00 | \$117,000.00 |
| 7 | 150 | \$1,200.00 | \$180,000.00 | 3000 | \$75,000.00 | \$93,000.00 | \$162,000.00 |

| | O | P | Q | R | S | T | U |
|---|-----------------------------|---------------|---------------------------------|-------------------------------|---|---------------------------|------------------------|
| 1 | WELLHEAD FEE | | | | | | |
| 2 | 2024-2025 | | | | | | |
| 3 | Estimated # of Wells | WH Fee | Estimated WH Fee Revenue | Estimated Pumping (AF) | Estimated Extraction Charges Revenue | Estimated Expenses | Reserve (Q+S-T) |
| 4 | 150 | \$260.00 | \$39,000.00 | 4000 | \$100,000.00 | \$130,200.00 | \$8,800.00 |
| 5 | 150 | \$1,000.00 | \$150,000.00 | 4000 | \$100,000.00 | \$130,200.00 | \$119,800.00 |
| 6 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$130,200.00 | \$149,800.00 |
| 7 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$130,200.00 | \$149,800.00 |

| | V | W | X | Y | Z | AA | AB |
|---|-----------------------------|---------------|---------------------------------|-------------------------------|---|---------------------------|-------------------------|
| 1 | WELLHEAD FEE | | | | | | |
| 2 | 2025-2026 | | | | | | |
| 3 | Estimated # of Wells | WH Fee | Estimated WH Fee Revenue | Estimated Pumping (AF) | Estimated Extraction Charges Revenue | Estimated Expenses | Reserve (X+Z-AA) |
| 4 | 150 | \$260.00 | \$39,000.00 | 4000 | \$100,000.00 | \$136,700.00 | \$2,300.00 |
| 5 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$136,700.00 | \$143,300.00 |
| 6 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$136,700.00 | \$143,300.00 |
| 7 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$136,700.00 | \$143,300.00 |

| | AC | AD | AE | AF | AG | AH | AI |
|---|-----------------------------|---------------|---------------------------------|-------------------------------|---|---------------------------|---------------------------|
| 1 | WELLHEAD FEE | | | | | | |
| 2 | 2026-2027 | | | | | | |
| 3 | Estimated # of Wells | WH Fee | Estimated WH Fee Revenue | Estimated Pumping (AF) | Estimated Extraction Charges Revenue | Estimated Expenses | Reserve (AE+AG-AH) |
| 4 | 150 | \$260.00 | \$39,000.00 | 4000 | \$100,000.00 | \$143,500.00 | (\$4,500.00) |
| 5 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$143,500.00 | \$136,500.00 |
| 6 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$143,500.00 | \$136,500.00 |
| 7 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$143,500.00 | \$136,500.00 |

| | AJ | AK | AL | AM | AN | AO | AP |
|---|-----------------------------|---------------|---------------------------------|-------------------------------|---|---------------------------|---------------------------|
| 1 | WELLHEAD FEE | | | | | | |
| 2 | 2027-2028 | | | | | | |
| 3 | Estimated # of Wells | WH Fee | Estimated WH Fee Revenue | Estimated Pumping (AF) | Estimated Extraction Charges Revenue | Estimated Expenses | Reserve (AL+AN-AO) |
| 4 | 150 | \$260.00 | \$39,000.00 | 4000 | \$100,000.00 | \$150,675.00 | (\$11,675.00) |
| 5 | 150 | \$1,200.00 | \$180,000.00 | 4000 | \$100,000.00 | \$150,675.00 | \$129,325.00 |
| 6 | 150 | \$1,000.00 | \$150,000.00 | 4000 | \$100,000.00 | \$150,675.00 | \$99,325.00 |
| 7 | 150 | \$800.00 | \$120,000.00 | 4000 | \$100,000.00 | \$150,675.00 | \$69,325.00 |

Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, Interim General Manager
Subject: November 30, 2023 and December 28, 2023 Board meetings
September 28, 2023

Recommendation

- Cancel November 30, 2023 Board meeting
- Reschedule December 28, 2023 Board meeting to December 5, 2023

Background and Discussion

The OBGMA Board typically consolidates the November and December Board meetings to accommodate the holiday season. This years' meetings would fall on November 30, 2023 (after Thanksgiving) and December 28, 2023 (between Christmas and New Year's Day). The General Manager will be on vacation the week of December 25, 2023.

The City of Ojai can accommodate a meeting on Tuesday, December 5, 2023, in Council Chambers. Other dates in December may be available in Kent Hall at a rate of \$30 for three hours.

Budget Impact

There is no budget impact associated with this action unless Kent Hall is the selected venue.