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SECRETARY
EUNIE KANG

**NOTICE AND AGENDA OF SPECIAL BOARD MEETING OF
SANTA CLARITA VALLEY GROUNDWATER SUSTAINABILITY AGENCY BOARD**

**Santa Clarita Valley Water Agency – Board Room
Rio Vista Treatment Plant Facility
27234 Bouquet Canyon Road
Santa Clarita, CA 91350**

Monday, January 8, 2024 at 2:30 PM

IMPORTANT NOTICE

This meeting is conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually by using the **Agency’s Call-In Number 1-833-568-8864, Webinar ID: 161 775 6277 or Zoom Webinar by clicking on the link: scvwa.zoomgov.com/j/1617756277**

Any member of the public may listen to the meeting or make comments to the Board using the call-in number or Zoom Webinar link above. However, in the event there is a disruption of service which prevents the Agency from broadcasting the meeting to members of the public using either the call-in option or internet-based service, this meeting will not be postponed but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required.

Attendees should be aware that while the Agency is following all applicable requirements and guidelines regarding COVID-19, the Agency cannot ensure the health of anyone attending the Board meeting. Attendees should therefore use their own judgement to protect themselves from exposure to COVID-19.

We request that the public submit any comments in writing if practicable, which can be sent to ekang@scvwa.org or mailed to Eunie Kang, Board Secretary, Santa Clarita Valley Groundwater Sustainability Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. All written comments received before 12:00 PM the day of the meeting will be distributed to the Board members and posted on the SCV-GSA website prior to the start of the meeting. Anything received after 12:00 PM the day of the meeting will be posted on the SCV-GSA website the following day.

1. REGULAR PROCEDURES

- 1.1 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Public Comments – Members of the public may comment as to items within the subject matter jurisdiction of the Agency that are not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so now or at the time each item is considered. (Comments may, at the discretion of the Board’s presiding officer, be limited to three minutes for each speaker.) To participate in public comment from your computer, tablet, or smartphone, click the “raise hand” feature in Zoom.

You will be notified when it is your turn to speak, please unmute when requested. To participate in public comment via phone, dial *9 to raise your hand. When it is your turn to speak, dial *6 to unmute.

1.4 Approval of Agenda

2. SPECIAL PROCEDURE

<u>ITEMS</u>	<u>PAGE</u>
2.1 * Appointment of Board President and Vice President for the 2024 Year Term	1

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by the Board by one motion. There will be no separate discussion on these items prior to the time the Board votes unless any Board member, staff or the public, requests specific items be discussed and/or removed from the Consent Calendar for separate action.

<u>ITEMS</u>	<u>PAGE</u>
3.1 * Approve Minutes of the October 2, 2023, Santa Clarita Valley Groundwater Sustainability Agency Special Board of Directors Meeting	3

4. DISCUSSION AND/OR ACTION AGENDA ITEMS

<u>ITEMS</u>	<u>PAGE</u>
4.1 * Approve Adopting a Resolution Directing the Board President to Execute an Administrative Services Agreement with Santa Clarita Valley Water Agency to Provide Administrative, Management, and Technical Services	5
4.2 Quarterly Status Update of Groundwater Sustainability Plan (GSP) Implementation	

5. SCV-GSA EXECUTIVE DIRECTOR'S REPORT

6. DIRECTOR REQUESTS FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT

- * Indicates attachment
- ◆ To be distribute

NOTICES:

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Eunie Kang, Secretary to the Board of Directors, at (661) 297-1600 or writing to Santa Clarita Valley

Groundwater Sustainability Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at scvgsa.org.

Posted on January 2, 2024

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Santa Clarita Valley Groundwater Sustainability Agency Board Memorandum

DATE: January 8, 2024

TO: SCV-GSA Board of Directors

FROM: SCV-GSA Staff

SUBJECT: Appointment of Board President and Vice President for the 2024 Year Term

SUMMARY/DISCUSSION:

At the April 5, 2021 meeting, the Board approved the rotational schedule to appoint the SCV-GSA Board President and Vice President, with the understanding that a Board Director could pass on the option if decided. Russ Bryden was appointed Board President and Gary Martin was appointed Vice President for the 2023-year term. The rotational schedule approved by the Board indicates that Gary Martin will be the next President and Jason Gibbs will be the next Board Vice President.

Below is the approved rotational schedule.

SEAT	2021	2022	2023	2024	2025	2026	2027	2028
SCVWA 1 - Cooper					VP	Pres		
SCVWA 2 - Martin			VP	Pres				
SCVWA 3 – Marks							VP	Pres
SCVWA 4 - Gutzeit	VP	Pres						
LAWW - Bryden		VP	Pres					VP
City of SC -Gibbs				VP	Pres			
LACDRP - Natoli	Pres					VP	Pres	

FINANCIAL CONSIDERATIONS:

None at this time.

RECOMMENDATION:

That the Board of Directors appoint Gary Martin as Board President and Jason Gibbs as Board Vice President for the 2024-year term per the approved rotational schedule.

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Minutes of the Regular Board Meeting of the Board of Directors of the Santa Clarita Valley Groundwater Sustainability Agency – October 2, 2023

A regular board meeting of the Board of Directors of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) was held in person at 2:30 PM on Monday, October 2, 2023. A copy of the Agenda is inserted in the Minute Book of the SCV-GSA preceding these minutes.

DIRECTORS PRESENT: Russ Bryden, Jeff Ford (Alternate for William C. Cooper), Gary Martin, Piotr Orzechowski, Laurene Weste (Alternate for Jason Gibbs)

DIRECTORS ABSENT: Jason Gibbs, William C. Cooper, Maria Gutzeit, and Gina Natoli

Also present in person: SCV-GSA General Counsel Tom Bunn, SCV-GSA Board Secretary Eunie Kang; SCV Water Agency Assistant General Manager Steve Cole, Principal Water Resource Planner Rick Viergutz, Communications Manager Kevin Strauss, Consultant John Porcello with GSI Water Solutions, Inc. and various members of the public.

President Bryden called the meeting to order at 2:30 P.M. A quorum was present.

Item 1.3: There was no public comment.

Item 1.4: There were no changes to the October 2, 2023 Board Agenda and it was accepted as presented.

Item 2.1: The SCV-GSA Board of Directors and Alternate Board of Directors for the 2024-2026 Term have appointed and reappointed the following representatives:

- Jason Gibbs, representing the City of Santa Clarita, reappointed as Director
- Laurene Weste, representing the City of Santa Clarita, reappointed as Alternate Director
- Gina Natoli, representing the Los Angeles County Department of Regional Planning, reappointed as Director
- Russ Bryden, representing the Los Angeles County Waterworks District No. 36, reappointed as Director
- Sami Kabar, representing the Los Angeles County Waterworks District No. 36, reappointed as Alternate Director
- William C. Cooper, representing the SCV Water Agency, reappointed as Director
- Maria Gutzeit, representing the SCV Water Agency, reappointed as Director
- Dirk Marks, representing the SCV Water Agency, appointed as Director
- Gary Martin, representing the SCV Water Agency, reappointed as Director
- Jeff Ford, representing the SCV Water Agency, reappointed as Alternate Director
- Piotr Orzechowski, representing the SCV Water Agency, appointed as Alternate Director
- Ken Petersen, representing the SCV Water Agency, appointed as Alternate Director

These appointments and reappointments are effective as of January 1, 2024. This is an information item, and no action was taken.

Item 3.1: Upon motion of Director Orzechowski, seconded by Vice President Martin and carried, the Board approved the Consent Calendar by the following roll call votes:

President Bryden	Yes	Director Weste	Yes
Director Ford	Yes		
Vice President Martin	Yes		
Director Orzechowski	Yes		

Item 4.1: Rick Viergutz gave an update on the Groundwater Sustainability Plan implementation in the last quarter. He highlighted on the GDE monitoring in the Santa Clara River, Upland Biologic Monitoring, and the Sustainable Groundwater Management Grant received from the California Department of Water Resources Sustainable Groundwater Management Grant Program. He also mentioned the first evaluation of a proposed domestic well and the expected evaluation of another proposed well.

Item 4.2: Rick Viergutz and John Porcello presented an overview of the progress and plans of the groundwater flow model calibration and the revision on the sustainable management criteria. Staff will complete current tasks related to the flow model, and based on DWR’s recent advisement, consider the DWR comments on the adopted Groundwater Sustainability Plan (GSP) before submitting any amendments to the GSP. Staff will also propose a process and a timeline for presenting any amendments to the GSP to the public and the SCV-GSA Board for approval after receiving the DWR comments on the adopted GSP.

Item 5: Steve Cole reported on the following:

- Bouquet Canyon Creek – On August 24, 2023, the Wildlife Conservation Board is set to consider the grant application for the Bouquet Canyon Creek Recovery Project. The grant amount of \$12,067.00 will help fund for planning, design, and environmental compliance.
- CEMEX Mine Application of Appropriation of Water – Assemblywoman Pilar Schiavo bill, AB 1631, would require the State Water Resources Control Board to reopen the protest period for applications by a mine that are still pending for 30 years or more. This would allow for additional protests in the Cemex application.

Item 6: No future agenda items requested.

Item 7: The meeting was adjourned at 3:57 P.M.

Eunie Kang, Board Secretary

ATTEST:

President of the Board



Santa Clarita Valley Groundwater Sustainability Agency Board Memorandum

DATE: January 8, 2024
TO: SCV-GSA Board of Directors
FROM: SCV-GSA Staff
SUBJECT: Approve Adopting a Resolution Directing the Board President to Execute an Administrative Services Agreement with Santa Clarita Valley Water Agency to Provide Administrative, Management, and Technical Services

SUMMARY

The SCV-GSA JPA Agreement contemplates that SCV Water would initially manage the administrative operations of the SCV-GSA pursuant to a separate agreement. Consistent with this intent, at your Board's October 1, 2018 Board meeting, the Board adopted Resolution No. GSA 2018-02 Directing the Board President to Execute an Administrative Services Agreement with SCV Water.

Pursuant to the Administrative Services Agreement, SCV Water will provide the SCV-GSA administrative, management, and technical services necessary to assure compliance with the Sustainable Groundwater Management Act, including preparation of a Groundwater Sustainability Plan (GSP). The first executed Administrative Services Agreement has a term of five years unless otherwise extended or terminated by either member. Administrative Services Agreements must be executed by signature of the SCV-GSA Board President, and the General Manager of SCV Water. On August 7, 2018, the Board of Directors of SCV Water approved execution of the first agreement.

DISCUSSION

The JPA Agreement forming the SCV-GSA went into effect September 27, 2018. It contains details regarding the purpose, powers and makeup of the SCV-GSA, including details on board appointments, meetings, voting, and the budget, among others. It also indicates that, unless otherwise determined by the SCV-GSA Board of Directors, SCV Water, pursuant to a separate Agreement with the SCV-GSA will initially manage the administrative operations of the SCV-GSA and the development of the Groundwater Sustainability Plan.

To this end, in October 2018 the SCV-GSA Board adopted Resolution No. GSA 2018-02 directing the Board President to execute an Administrative Services Agreement with SCV Water. Under the Administrative Service Agreement, SCV Water shall perform general services and secure consultant services to administer the SCV-GSA and develop and implement the GSP. The Administrative Services Agreement allows SCV Water to provide staff resources to administer the operations of the SCV-GSA and authorizes SCV Water to contract directly with consultants and other parties to carry out the direction of the SCV-GSA Board. Procurement and purchasing will be in accordance with SCV Water's policies unless otherwise specified.

Pursuant to the executed Administrative Services Agreement, development of the Groundwater Sustainability Plan was completed with the Board adopting it at a public hearing in January 2022.

Following the Board's adoption of the GSP, work continued under the Administrative Services Agreement to operate the GSA and implement the GSP. The executed Administrative Services Agreement contains a 5-year term, which expired in October 2023, though administrative work continued.

Under the JPA Agreement, a SCV-GSA Account was created and each member agency of the SCV-GSA is required to contribute a non-reimbursable \$20,000 per fiscal year. These initial contributions were the start-up resources of the SCV-GSA and have been collected for each fiscal year since the GSA was created. Further, pursuant to the executed Administrative Services Agreement, in the event that there are insufficient funds to cover the general costs of operating the SCV-GSA (General Services), SCV Water will continue to provide the General Services for the term of the Administrative Services Agreement subject to the potential for later reimbursement. The Administrative Services Agreement also authorizes SCV Water to advance funds on behalf of the SCV-GSA to cover consultant services.

As indicated above, the SCV-GSA shall be responsible for reimbursing SCV Water for all of SCV Water's costs associated with carrying out the Administrative Services Agreement, including any and all advances provided by SCV Water. In the event that the SCV-GSA Account does not have sufficient funds to reimburse SCV Water's costs, SCV Water will be entitled to reimbursement if such funds become available. State grant funds have been utilized for development of the GSP and are now available (new SGM Round 2 grant) to pay for some of the costs of implementing the GSP. These funds will be used to reimburse SCV Water for its costs of preparing and implementing the GSP.

SCV-GSA Staff is recommending relatively minor text updates and revisions to the recently expired Administrative Services Agreement as shown in the attached redline document. Proposed changes include ratification of actions under the agreement since expiration, removal of the 5-year term, consistent with SCV Water's contracting policy the contract limit to require Board of Directors approval has been revised from \$100,000 to \$150,000, more reference to GSP implementation, and other clarifications.

FINANCIAL CONSIDERATIONS

Fiscal year 2023/24 costs for GSP development have been developed by SCV Water and included in its 2023/24 budget for work on behalf of the SCV-GSA. Consistent with the JPA Agreement SCV-GSA Members will contribute a non-refundable \$20,000 each fiscal year to support compliance with the Sustainable Groundwater Management Act.

RECOMMENDATION

That the SCV-GSA staff recommends that the Board of Directors adopt the attached resolution directing the renewal of the prior agreement and ratification of any actions taken by SCV Water since the prior agreement expired.

Attachments

RESOLUTION NO. GSA 2024-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CLARITA VALLEY GROUNDWATER SUSTAINABILITY AGENCY (SCV-GSA)
DIRECTING THE BOARD PRESIDENT TO EXECUTE AN ADMINISTRATIVE SERVICES
AGREEMENT WITH SANTA CLARITA VALLEY WATER AGENCY TO PROVIDE
ADMINISTRATIVE, MANAGEMENT, AND TECHNICAL SERVICES**

WHEREAS, the members of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) executed a Joint Powers Agreement (JPA Agreement) effective September 27, 2018; and

WHEREAS, the JPA Agreement contains details regarding powers, membership, board, meetings, member contributions, voting, budget, and other details; and

WHEREAS, the JPA Agreement indicates that, unless otherwise determined by the SCV-GSA Board of Directors, SCV Water, under a separate Administrative Services Agreement with the SCV-GSA, will manage the administrative operations of the SCV- GSA and the development of the Groundwater Sustainability Plan; and

WHEREAS, SCV Water and SCV-GSA entered into an earlier version of this Administrative Services Agreement as of October 4, 2018.

WHEREAS, the October 2018 Administrative Services Agreement requires SCV Water to provide staff resources to administer the operations of the SCV-GSA and authorizes SCV Water to contract directly with consultants and other parties to carry out the direction of the SCV-GSA Board, including the development and implantation of the Groundwater Sustainability Plan (GSP); and

WHEREAS, That Administrative Services Agreement expired on October 4, 2023, but SCV Water continued to provide the services called for by the agreement.

WHEREAS, The parties intend to extend the Administrative Services Agreement as if it had not expired.

WHEREAS, The parties hereby ratify the actions taken by SCV Water under the expired agreement.

WHEREAS, the Administrative Services Agreement by SCV-GSA and SCV Water will enable the SCV-GSA to carry out the work necessary to comply with the Sustainable Groundwater Management Act, including the preparation and implementation of the GSP and securing of grant funds to assist with such.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors, the governing body of the Santa Clarita Valley Groundwater Sustainability Agency, resolves and orders as follows:

1. The SCV GSA Board President is directed to execute an Administrative Services Agreement with SCV Water to perform General Services and secure Consultant Services in order to administer the SCV-GSA, develop and implement the Groundwater Sustainability Plan, and ratify actions taken under the expired agreement.

President

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Groundwater Sustainability Agency, and that at a special meeting of the Board of Directors of said Agency held on January 8, 2024, the foregoing Resolution No. GSA 2024-01 was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

DATED: January 8, 2024

Secretary

ADMINISTRATIVE SERVICES AGREEMENT

This ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is entered into as of October 4, 2023 ("Effective Date") by and between the SANTA CLARITA VALLEY WATER AGENCY, a California special act agency (Chapter 833, Statutes of 2017) ("SCV Water") and THE SANTA CLARITA VALLEY GROUNDWATER SUSTAINABILITY AGENCY, a California joint powers authority ("SCV-GSA").

RECITALS

- A. SCV-GSA is a joint powers authority created by SCV Water, the City of Santa Clarita, Los Angeles County Waterworks District No. 36, Val Verde, and the County of Los Angeles pursuant to the Joint Exercise of Powers Agreement dated September 27, 2018 (JPA Agreement) to act as and perform the functions of a Groundwater Sustainability Agency pursuant to the Sustainable Groundwater Management Act, Water Code section 10720 et seq. ("SGMA") for the Santa Clara River Valley East Subbasin, groundwater basin number 4-4.07 ("Basin"), per the State of California, Department of Water Resources (DWR) Groundwater Bulletin 118 (Bulletin 118).
- B. Pursuant to Bulletin 118, the Basin is designated a high-priority basin that is not in a state of critical overdraft.
- C. SGMA Section 10720.7 states that by January 31, 2022, all basins designated high- or medium-priority that are not in a state of critical overdraft shall be managed under a Groundwater Sustainability Plan (GSP) for the sustainable management of the Basin, which GSP must be finalized and submitted to DWR on or before January 31, 2022.

D. On January 3, 2022, the SCV-GSA adopted the Groundwater Sustainability Plan, and it was then provided to DWR for its review pursuant to SGMA.

E. The SCV-GSA is now implementing the adopted GSP.

D-F. SCV-GSA requires the services of consultants, experienced staff and support personnel to assist in the development of the GSP for the Basin and to carry out the activities of the GSA and desires to obtain such services in a cost-effective and efficient manner.

E-G. SCV Water has adopted procurement, purchasing and contracting policies and has developed qualified staff and procedures for handling financial, administrative and human resource functions for the operations of SCV Water and has the capacity to provide those services to SCV-GSA.

F-H. SCV-GSA desires, and SCV Water is willing, to have SCV Water negotiate and enter into contracts directly with consultants and other parties, including the State of California, as necessary to carry out the direction of the SCV-GSA Board.

I. SCV Water is willing to provide certain administrative and ancillary services to SCV-GSA in accordance with the terms and conditions set forth herein.

G-J. SCV Water and SCV-GSA entered into an earlier version of the Administrative Services Agreement as of October 4, 2018. That agreement expired on October 4, 2023, but SCV Water continued to provide the services called for by the agreement. The parties intend to extend the agreement as if it had not expired. The parties hereby ratify the actions taken by SCV Water under the expired agreement.

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NOW, THEREFORE, in consideration of the foregoing and mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I AGREEMENT AND TERM

1.1 Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings and agreements. Neither party will be bound by or deemed to have made in connection herewith any representations, warranties, commitments or undertakings other than those expressly set forth herein.

1.2 Term. The "Term" of this Agreement commences on the Effective Date October 4, 2023, and will continue until terminated by either of the parties pursuant to Article VI of this Agreement.

ARTICLE II SERVICES

2.1 Services. SCV-GSA and SCV Water hereby agree that SCV Water will provide the Services, as described below, during the Term on the terms and conditions set forth in this Agreement.

2.1.1 General Services. Unless directed in writing to the contrary by SCV- GSA, SCV Water shall perform or cause to be performed the following management, financial, administrative and support services in connection with SCV-GSA's operations (General Services, when taken together with Contracting Services set forth in Section 2.1.2 below, are referred to collectively herein as "Services"):

- a. SCV Water shall assist SCV-GSA with the continuing development and implementation of its a GSP and compliance with all related legal and regulatory requirements related to such.
- b. SCV Water shall assist SCV-GSA with the administration of purchasing and accounts payable. At the request of SCV-GSA, SCV Water shall use its purchasing department to source and procure goods, hardware and equipment that are used in SCV-GSA operations;
- c. SCV Water shall manage all funds of SCV-GSA using a separate bank account that is in the name of SCV-GSA and used strictly for SCV-GSA purposes (the "SCV- GSA Account"). The SCV-GSA Account shall be funded pursuant to Article 14 of the JPA Agreement. SCV Water shall have full authority to deposit and withdraw funds from the SCV- GSA Account in connection with the performance by SCV Water of the services to be provided hereunder and in accordance with duly adopted SCV-GSA policy and/or SCV-GSA Board authorization. SCV Water shall keep accurate records of all transactions involving SCV-GSA funds and provide cash flow and other cash management reports as may be requested by the SCV-GSA.

- d. SCV Water shall provide bookkeeping and accounting, budgeting, financial reporting and other usual and customary financial services and information to SCV- GSA for the Term. All financial statements and reports shall be provided in accordance with accounting standards applicable to government agencies.
- e. SCV Water shall administer SCV-GSA's insurance program, including assistance in procuring and maintaining insurance coverages. With the consent of SCV-GSA, SCV Water may include SCV-GSA as an additional insured entity under SCV Water's insurance coverage rather than obtaining separate coverage.
- f. SCV Water will provide SCV-GSA with IT services as necessary for SCV-GSA to conduct its operations subject to the terms set forth in Section 2.6.
- g. SCV Water shall provide any other assistance or "back-office services" reasonably requested by SCV-GSA in connection with the administration of SCV-GSA.
- h. SCV Water will provide office space and facilities from time to time for the conduct of SCV-GSA meetings and such other activities for which facilities may reasonably be necessary.

2.1.2 Contracting Services.

- a. SCV Water shall make and enter into contracts to secure the services of consultants and other professionals as necessary for the development and implementation of the GSP and performance of the Services. Any such contract shall be made for the benefit of SCV- GSA and all debts, liabilities, or obligations related thereto shall be the debts, liabilities, or obligations of SCV-GSA. SCV Water must obtain the approval of ~~the~~ SCV-GSA before entering into any contract for consultant services that exceeds one hundred fifty thousand dollars (\$~~150~~150,000). SCV Water may enter into consulting contracts that are less than one hundred fifty thousand dollars (\$~~150~~150,000) without the prior approval of the Board provided that such actions are consistent with the approved budget.
- b. All payments for services performed pursuant to contracts entered into by SCV Water pursuant to this section shall be made from the SCV-GSA Account.

2.2 Advances by SCV Water. As part of the cash management services provided hereunder, SCV Water, with the consent of SCV-GSA, may advance funds on behalf of SCV- GSA from time to time as necessary to cover the costs of goods procured and services provided pursuant to this Agreement and any other agreement between SCV Water and SCV-GSA. Notwithstanding the foregoing, and except as provided herein, SCV Water shall have no obligation to finance or provide funding for any payment obligations of SCV-GSA, all of which shall remain the sole responsibility of SCV-GSA.

2.3 Personnel. SCV Water shall provide and make available as necessary all professional, supervisory, managerial, administrative and other personnel as are necessary to perform the Services, which personnel may be employees or independent contractors of SCV Water. The working hours, rates of compensation and all other matters relating to the use of individuals employed by SCV Water in the performance of the Services shall be determined solely by

SCV Water and SCV Water shall be solely responsible, ~~therefore~~. No such employee shall be considered employed by or under the control or supervision of SCV-GSA

2.4 Tools and Equipment. SCV Water shall provide all tools and equipment necessary to carry out the Services, including software, computers, equipment and supplies. SCV Water may provide SCV-GSA with access to certain software programs, computers or servers owned and operated by SCV Water, provided, however, that such access shall be subject to the requirements of all license agreements to which SCV Water is a party and SCV-GSA shall strictly comply with the security requirements and protocols which are necessary for access to SCV Water information technology systems and servers.

2.5 Authority of SCV Water. Except as expressly set forth in this Agreement for the purpose of carrying out the Services, SCV Water shall not be deemed an agent or representative of SCV-GSA. Unless specifically authorized in writing by SCV-GSA, SCV Water shall have no authority to (i) represent SCV-GSA in any regulatory or legal proceedings or settle, compromise, assign or release any claim, suit, debt, demand or judgment against or due to SCV-GSA, or (ii) borrow or lend any money on behalf of or in the name of SCV-GSA. SCV Water shall have the authority to enter into purchase orders and contracts on behalf of SCV-GSA as reasonably necessary to carry out the Services. Purchase orders and contracts that exceed one hundred thousand dollars (\$100,000) must be preapproved by the SCV-GSA.

2.6 Preservation of Separateness. In performing its obligations hereunder, SCV Water shall at all times take reasonable steps to ensure the legal separateness of the activities and operations of SCV Water from the activities and operations of SCV-GSA carried out by SCV Water in accordance with this Agreement. Specific examples of maintenance of separateness include, without limiting the foregoing:

- a. maintaining books, accounting and other operational and financial records, and other entity documents separate from those of SCV Water;
- b. preparing reports and financial statements with respect to SCV-GSA;
- c. not holding SCV-GSA out to be responsible for the debts or obligations of SCV Water or vice versa; and
- d. not paying any liabilities, obligations or expenses of SCV-GSA out of the funds of SCV Water (except for advances made by SCV Water pursuant to this Article II).

ARTICLE III ITEMS TO BE FURNISHED BY SCV-GSA

3.1 General. SCV-GSA shall furnish, or cause to be furnished, to SCV Water, at SCV-GSA's expense, such information, documentation, services and materials which are not in the normal possession of SCV Water and which are reasonably requested by SCV Water to perform the Services and to otherwise fulfill its obligations under this Agreement. All such items shall be made available at such times and in such manner as may be required by SCV Water for the expeditious and orderly performance of the Services. SCV Water shall not be deemed in default hereunder for any non-performance or delay attributable to SCV-GSA's failure to deliver such information to SCV Water on a reasonably timely basis.

**ARTICLE IV
PERSONNEL AND REPORTING**

4.1 SCV Water Representative. The General Manager of SCV Water or his or her designee ("SCV Water Representative") shall have the authority to bind SCV Water with respect to all matters concerning this Agreement and the Services. At any time, SCV Water Representative may act through or be represented by one or more individuals appointed by SCV Water.

4.2 Reports and Information. SCV Water shall furnish or cause to be furnished such reports and information concerning the Services or SCV-GSA as may be reasonably requested by SCV-GSA from time to time.

**ARTICLE V
COMPENSATION**

5.1 Reimbursement of Costs and Expenses. Unless otherwise provided herein, SCV-GSA shall reimburse SCV Water for all of SCV Water's costs and expenses associated with providing the Services consistent with the budget and details in the attached Exhibit "A". The SCV-GSA shall update Exhibit A as necessary following budget adoption or budget modification. SCV Water shall provide SCV-GSA with a monthly invoice for its time, costs and expenses that are subject to reimbursement and SCV-GSA shall pay such invoices within thirty (30) days of receipt. It is the understanding of the parties that state grant funds are available to pay for some of the costs of preparing and implementing the GSP. Such grant funds shall be used to reimburse SCV Water for its costs incurred ~~incited~~ in the preparation and implementation of the GSP consistent with the requirements of the sState. To the extent SCV Water enters into a grant agreement directly with the state on behalf of or for the benefit of the SCV-GSA to support the development and implementation of the GSP with the consent of the SCV-GSA, such funds may be directly deposited with and used by SCV Water consistent with the terms of the grant. Any such grant funds directly received by SCV Water shall offset any obligations of the SCV-GSA to reimburse SCV Water for an equivalent amount of funds and shall be accounted for as such. Except as otherwise covered by this Agreement, the SCV-GSA shall be responsible for all liabilities and obligations in the state grant agreement, including any local cost share requirement.

5.2 Insufficient Funds and SCV Water Voluntary Member Contributions.

5.2.1 General Services. In the event the SCV-GSA Account does not contain sufficient funds to cover costs or expenses properly incurred and timely invoiced for General Services performed by SCV Water pursuant to this Agreement, SCV Water will continue to provide the General Services for the Term. In such instances, SCV Water will keep an account of the costs and expenses and shall be entitled to reimbursement when such funds become available.

5.2.2 Consultant Services. In the event the SCV-GSA Account does not contain sufficient funds to cover costs or expenses properly incurred and timely invoiced for Consultant Services, SCV Water may, in its discretion, advance SCV Water funds to cover any difference between the amount invoiced and owing under the applicable contract and

the funds available in the SCV-GSA Account. SCV Water shall be entitled to reimbursement of all such unpaid costs and expenses and advances when such funds become available.

5.2.3 Member Contribution. Notwithstanding SCV-GSA's obligation to reimburse SCV Water, SCV Water may choose, in its discretion, to forgo any reimbursements it is otherwise entitled to pursuant to this Agreement, as well as any advances, and classify such as voluntary nonreimbursable Member contributions, including in-kind contributions, consistent with Section 14.5 of the JPA Agreement.

ARTICLE VI TERMINATION

6.1 Termination. Either party may terminate this Agreement, in its discretion, at any time for convenience, upon thirty (30) days prior written notice to the other party. ~~If not terminated earlier pursuant to this Section, this Agreement will terminate five (5) years from the Effective Date unless otherwise extended by SCV-GSA.~~

6.2 Rights upon Termination. Upon any expiration or termination of this Agreement, SCV Water shall deliver to SCV-GSA at SCV-GSA's principal place of business identified in Section 9.7 all available records, documents, accounts, files and other data of SCV-GSA or pertaining to the Services provided on behalf of SCV-GSA or as SCV-GSA may reasonably request. Expiration or termination of this Agreement shall not relieve any party hereto of liability that has accrued or arisen prior to the date of such expiration or termination.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification.

- a. SCV Water shall indemnify, defend and hold harmless SCV-GSA, its shareholders, directors, officers, employees and agents from and against any and all claims, demands or causes of action, (collectively, "Claims"), directly arising from the negligent acts or willful misconduct of SCV Water, its agents or employees, in carrying out the Services.
- b. SCV-GSA shall indemnify, defend and hold harmless SCV Water, its shareholders, directors, officers, employees and agents from and against any and all Claims which arise from (i) SCV-GSA operations; or (ii) resulting from the negligent acts or willful misconduct of SCV-GSA, its agents or employees.
- c. The indemnifying party will reimburse the indemnified party for any and all costs, liabilities, judgments, and expenses (including attorneys' fees) reasonably incurred by the indemnified party in connection with the delegating, preparing for, and defending against any such claim, demand, or cause of action, whether or not resulting in any liability, and any amount paid in settlement of any litigation, commenced, or threatened, or of any such Claim, demand, or cause of action if such settlement is effected with the written consent of such indemnifying party.

7.2 Third Party Indemnification or Reimbursement. To the extent that SCV-GSA receives reimbursement or indemnity with respect to any cost or claim in connection with the development and implementation of the GSP from any other third party, SCV-GSA will allocate to SCV Water that portion of the reimbursement or indemnity payment or obligation that is attributable to or incurred by SCV Water.

ARTICLE VIII LIABILITIES OF THE PARTIES

8.1 Limitations of Liability. Notwithstanding any provision in this Agreement to the contrary, neither party hereto, nor any of their respective officers, directors, employees, agents, shareholders, or representatives shall be liable in connection with this Agreement or the Services for any consequential or indirect loss or damage, including loss of revenues, cost of capital, loss of goodwill, increased operating costs or any other special or incidental damages, including any punitive or exemplary damages. Except as expressly provided in Section 7.1, SCV Water shall have no liability hereunder to SCV-GSA for damages or other amounts in connection with a breach by SCV Water of this Agreement or a failure by SCV Water to perform the Services in accordance with the terms and conditions hereof or as a result of the Services performed by SCV Water pursuant to this Agreement; and, except as otherwise expressly provided in this Section and in Section 7.1, the parties agree that SCV-GSA's only remedy for breach of this Agreement by SCV Water shall be to terminate this Agreement pursuant to and in accordance with Article VI. The parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply whether in contract, equity, tort or otherwise, even in the event of the fault, negligence, including sole negligence, strict liability, or breach of the party indemnified, released or whose liabilities are limited, and shall extend to the partners, principals, shareholders, directors, officers, employees and agents of each party. Each party's maximum liability to the other with respect to all claims arising out of this Agreement shall be limited to the amount payable hereunder.

8.2 No Warranties or Guarantees. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY HERETO MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY DISCLAIMS AND WAIVES ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 Documents. All materials and documents prepared or developed for SCV-GSA by SCV Water or its affiliates, employees, or representatives in connection with the performance of the Services, including all records, reports, and accounts, together with any materials and documents furnished to SCV Water by SCV-GSA, are the property of SCV-GSA and shall be delivered to SCV-GSA upon expiration or termination of this Agreement; provided that SCV Water may retain copies for its own files. If SCV Water wishes to dispose of any such materials and documents prior to the expiration or termination of this Agreement, SCV Water shall so advise SCV-GSA, and if SCV-GSA objects to such disposal it shall so notify SCV Water and shall designate to SCV Water a place for delivery of such materials and documents to SCV-GSA.

9.2 Assignment. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party. No assignment by any party to this Agreement for any purpose whatsoever shall be valid until all obligations of the assignor hereunder shall have been assumed by the assignee by written agreement delivered to the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their successors and permitted assigns. Any assignment that does not comply with the provisions of this Section 9.2 shall be null and void.

9.3 Independent Contractor. SCV Water shall be an independent contractor with respect to the performance of the Services hereunder. Neither SCV Water, nor its employees or other agents employed in the Services, shall be deemed to be agents of SCV-GSA, except to the extent of the limited agency created hereunder pursuant to the authority granted to SCV Water under Article II.

9.4 Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of SCV-GSA and SCV Water.

9.5 Survival. Notwithstanding any provisions herein to the contrary, the provisions set forth in Articles V, VI, VII and VIII shall survive the expiration or termination of this Agreement.

9.6 Non-Waiver. It is understood and agreed that any delay, waiver or omission by SCV-GSA or SCV Water to exercise any right or power arising from any breach or default by SCV-GSA or SCV Water with respect to any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver by SCV-GSA or SCV Water of any subsequent breach or default of the same or other terms, provisions or covenants on the part of SCV-GSA or SCV Water. No waiver of any right or power by any party under this Agreement shall be deemed effective unless in writing, signed by the waiving party.

9.7 Notices. Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be (i) served personally to the party to whom notice is to be given, or (ii) sent by a recognized overnight courier service, such as Federal Express, to the party to whom notice is to be given; and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other party in the manner provided in this Section 9.7.

SCV WATER: Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road Santa Clarita, CA 91350
Attention: General Manager

SCV-GSA: Santa Clarita Valley Groundwater Sustainability Agency
27234 Bouquet Canyon Road Santa Clarita, CA 91350
Attention: Agency Secretary

9.8 Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both the parties, and each counterpart shall be deemed an original instrument as against any party who has signed it.

9.9 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of laws. Any action brought to enforce the terms of this Agreement shall be in the federal and state courts, as applicable, located in the County of Los Angeles, California.

9.10 Partial Invalidity. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired, or invalidated.

9.11 Captions; Table of Contents. Titles or captions of Sections and Articles contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe, or otherwise affect the scope or meaning of this Agreement or the intent of any provision hereof as though fully set forth herein.

9.12 Not for Benefit of Third Parties. This Agreement and each and every provision thereof is for the exclusive benefit of SCV-GSA and SCV Water and is not for the benefit of any third party. The provisions of this Agreement are enforceable solely by the parties to this Agreement, and no other shall have the right to enforce any provision of this Agreement or to compel any party to this Agreement to comply with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Administrative Services Agreement through their duly authorized officers as of the date set forth in the Preamble to this Agreement.

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SANTA CLARITA VALLEY WATER AGENCY

By: _____
Name: Matthew G. Stone
Title: General Manager

SANTA CLARITA VALLEY GROUNDWATER
SUSTAINABILITY AGENCY

By: _____
Name: Gary Martin
Title: Board President

EXHIBIT "A"

Exhibit A will be updated following adoption of the budget by the SCV-GSA Board of Directors.

*SCV Water may, in its discretion, advance these funds, or provide a voluntary nonreimbursable Member contribution.

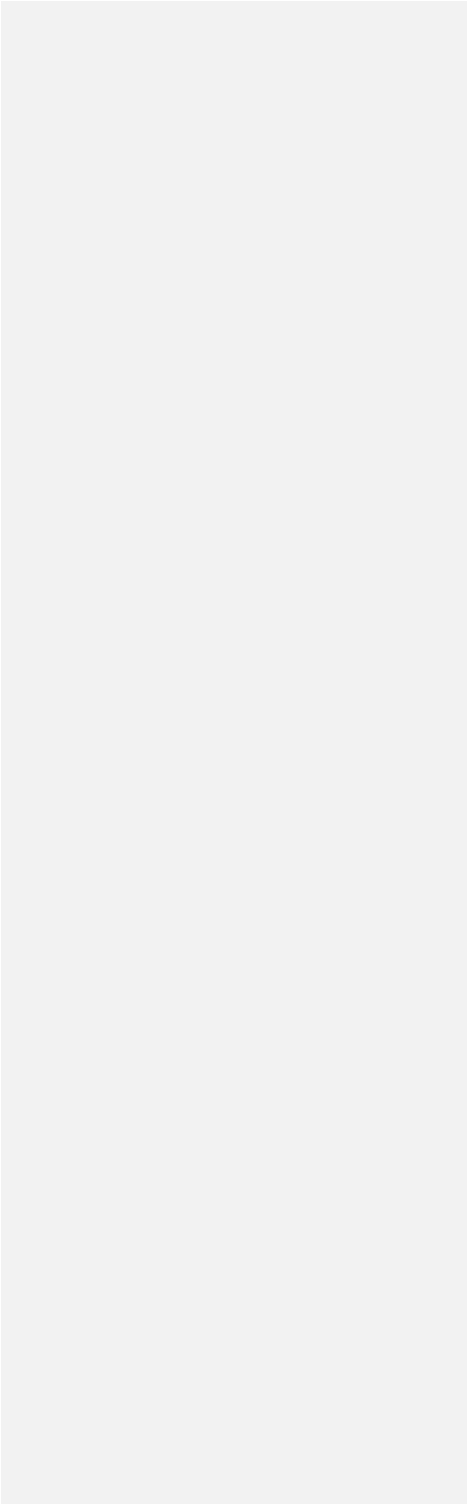


EXHIBIT A

TABLE 1 Estimated Administrative Costs (June 5, 2023)			
	FY 22/23	FY 23/24	FY 24/25 estimate
SCV Water Administrative Support	\$ 10,000	\$ 10,000	\$ 10,000
SCV Water Consultant Management and Technical Services	\$ 50,000	\$ 50,000	\$ 50,000
SCV Water Support with Public Outreach	\$ 3,000	\$ 3,000	\$ 3,000
Ad Buys for Outreach	\$ 2,000	\$ 2,000	\$ 2,000
Proposed FY 23/24 Total SCV Water Staff Cost	\$ 65,000	\$ 65,000	\$ 65,000
Adopted FY 22/23 Budget	\$ 65,000	\$ 65,000	
Difference 23/24 minus 22/23	\$ -	\$ -	

TABLE 2 Consultant Cost Estimate for GSP Development (June 5, 2023)			
	FY 22/23	FY 23/24	FY 24/25 estimate
Consultant Cost Estimate for GSP Development			
Groundwater Model Readiness- Additional Calibration of Modflow USG	\$ -	\$ -	\$ -
RFP Development- Status of Groundwater Model Memo	\$ -	\$ -	\$ -
RFP Development - Consultant Assistance in Drafting RFPs and Reviewing Proposals	\$ -	\$ -	\$ -
GSP Technical Consultant	\$ -	\$ -	\$ -
R3 Grant Application Tech Support for Meetings	\$ -	\$ -	\$ -
R3 Grant Application GSP Tech Consultant Install of Data Loggers	\$ -	\$ -	\$ -
GSP Stakeholder Engagement Consultant	\$ -	\$ -	\$ -
GSP Grant Administration Consultant	\$ 5,000	\$ -	\$ -
Peer Review Group to evaluate Modflow USG for suitability.	\$ -	\$ -	\$ -
R3 Grant Application Incremental Cost for GW Flowmodel Peer Review	\$ -	\$ -	\$ -
R3 Grant Application Infiltration Testing and Pilot Studies	\$ 35,000	\$ 30,000	\$ -
(New) Bio Study and delineation required for R3 Grant at Pine Tree Site	\$ 30,000		
Proposed FY 23/24 Consultant Cost GSP Development	\$ 70,000	\$ 30,000	\$ -
Adopted FY 22/23 Budget	\$ 64,000	\$ -	
Difference 23/24 minus 22/23	\$ 6,000	\$ 30,000	

Table 2 Consultant Cost Estimate for Administration (June 5, 2023)

	FY 22/23	FY 23/24	FY 24/25 estimate
Grant Application Cost	\$ 40,000	\$ -	\$ -
Consultant Support for SGM Grant		\$ 30,000	\$ 20,000.00
Rate Study for Post GSP Adoption Fee Collection	\$ -	\$ -	\$ -
Agency Insurance through JPIA	\$ 2,500	\$ 2,500	\$ 2,500.00
Legal	\$ 15,000	\$ 15,000	\$ 15,000.00
Annual Audit Costs	\$ 10,000	\$ 10,000	\$ 10,000.00
Proposed FY 23/24 Consultant Cost Estimate for Administration	\$ 67,500	\$ 57,500	\$ 47,500.00
Adopted FY 22/23 Budget	\$ 47,500	\$ 47,500	
Difference 23/24 minus 22/23	\$ 20,000	\$ 10,000	

Table 2 Consultant Cost Estimates for GSP Implementation (June 5, 2023)			
	FY 22/23	FY 23/24	FY 24/25 estimate
Technical Consultant Support For GSP Implementation. GSI Water Solutions GSP Implementation Support. Includes efforts to fill data gaps, to collect data, to monitor and track basin metrics (sustainable management criteria), preparation of annual report, coordination with ESA on GDEs, and CV Strategies on outreach, preparation of 22/23 Annual Report.	\$ 100,000	\$ 125,000	\$ 75,000
Outreach Consultant for GSP Implementation CV Strategies Implementation Support. Includes outreach for helping fill data gaps and best management practices for non-municipal wells.	\$ 5,000	\$ 40,000	\$ 25,000
Placing 12-15 Surveyor Bench Marks in 23/24, semiannual monitoring 23/24 and 24/25 licensed land surveyor		\$ 30,000	\$ 15,000
GSA 2023 Water Year Annual Report		\$ 30,000	\$ 30,000
Annual Model Maintenance and Update and Limited Model Runs	\$ -	\$ 50,000	\$ 50,000
Installation of 2 Piezometers 50 feet deep and data evaluation. SCV Water would download data logger info and upload to DMS.		\$ 70,000	\$ 5,000
Installation of 15 Temperature Probes and data evaluation. SCV Water would download data logger info and upload to DMS		\$ 35,000	\$ 5,000
ESA Woodlands Condition Monitoring	\$ 10,000	\$ 30,000	\$ 20,000
ESA GDE Evaluation Support	\$ 40,000	\$ 35,000	\$ 35,000
On Call Senior Biologist Support Services	\$ 5,000	\$ 25,000	\$ 25,000
Data Management System Includes inputting data into the DMS, preparation of reports and charts to display basin metrics, provision of charts and data for Annual Report.	\$ 35,000	\$ 35,000	\$ 35,000
SCV Water Capital Planning and Studies "Feasibility Study and Environmental Docs (GSP)"	\$ 150,000	\$ 150,000	\$ 150,000
<i>Budget Placeholder</i> for SGMA Implementation Round 2 Grant	\$ -	\$ 60,000	\$ 180,000
Subtotal FY 23/24 Consultant Cost Estimate for GSP Implementation	\$ 345,000	\$ 715,000	\$ 650,000
(New) 10% Contingency for Consultant Costs	\$ -	\$ 71,500.00	\$ 65,000.00
FY 23/24 Consultant Cost Estimate for GSP Implementation	\$ 345,000	\$ 786,500	\$ 715,000
Adopted FY 22/23 Budget	\$ 498,500	\$ 390,000	
Difference 23/24 minus 22/23	\$ (153,500)	\$ 396,500	

Table 2 Proposed FY 23/24 Consultant Costs All Categories (June 5, 2023)			
	FY 22/23	FY 23/24	FY 24/25 estimate
Proposed FY 23/24 Consultant Cost All Categories	\$ 482,500	\$ 874,000	\$ 762,500
Adopted FY 22/23 Budget	\$ 610,000	\$ 437,500	
Difference 23/24 minus 22/23	\$ (127,500)	\$ 436,500	

Table 3. Proposed 23/24 Budget Summary Including Anticipated Revenue (June 5, 2023)			
	FY 22/23	FY 23/24	FY 24/25 estimate
Table 1. Total Estimated SCV Water Staff	\$ 65,000	\$ 65,000	\$ 65,000
Table 2. Total Estimated Consultant Services*	\$ 482,500	\$ 874,000	\$ 762,500
Estimated Staff and Consultant Cost	\$ 547,500	\$ 939,000	\$ 827,500
Anticipated Revenue			
Estimated R2 Grant Reimbursement	\$ -		
Estimated R3 Grant Reimbursement	\$ 100,000	\$ 130,000	
Place holder Estimated SGMA R2 Implementation			\$ 100,000
Member Agency Contributions	\$ 80,000	\$ 80,000	\$ 80,000
Subtotal Anticipated Revenue	\$ 180,000	\$ 210,000	\$ 180,000
Additional Revenue Required*	\$ 367,500	\$ 729,000	\$ 647,500
Total Revenue for GSP Development and Implementation	\$ 547,500	\$ 939,000	\$ 827,500
Balance	\$ -	\$ -	\$ -

*SCV Water may, in its discretion, advance these funds, or provide a voluntary non reimbursable Member contribution.