

Port Hueneme Water Agency

250 North Ventura Road • Port Hueneme, CA 93041 • (805) 986-6563

Water Agency Regular Meeting Agenda

Tuesday, February 20, 2024

**Port Hueneme City Hall
250 North Ventura Road, Port Hueneme, CA 93041**

4:00 PM

The following provides information to the public on how to observe and/or participate in the meeting:

- Meetings may also be viewed at: <https://porthuenemeca.suiteonemedia.com/>
- Public comments may be submitted in person or in writing.
In-Person: Complete a speaker request card located at the entrance of the Chamber and give it to the Agency Clerk. Your name will be called when it is your turn to speak. Public Comment is limited to 3 minutes per speaker, unless for good cause, the Chair amends the time limit. A speaker's time may not be transferred to another speaker.
Written: All written public comments should be no more than 500 words and are subject to the Public Records Request Act. Written comments should be submitted to the Agency Clerk by 3:00 p.m. on the day of the Water Agency meeting by email or directly to the Agency Clerk's Office. Email clerk@cityofporthueneme.org and enter "PHWA Public Comment" in the Subject line (and agenda item number if applicable). Mail or drop off written comments to the Agency Clerk's Office located at 250 N. Ventura Road, Port Hueneme, CA 93041. Please clearly mark envelope with "PHWA Public Comment and meeting date".
- Additional electronic meeting guidelines can be found at the end of the agenda.

4:00 PM PHWA REGULAR MEETING AGENDA

CALL TO ORDER

ROLL CALL

Members Jared Bouchard, Roberto "Bobby" Martinez, and Martha R. McQueen-Legohn; Ex-Officio Member Nathan Jacobsen; Vice-Chair Michael Lebow and Chair Laura D. Hernandez

PUBLIC COMMENT

Members of the public may submit comments for items on the Agenda or that is within the subject matter jurisdiction of the Agency Members. General public comments regarding items *Not* on the Agenda will be heard at this time. State law prohibits the Agency from taking action on any item *Not* on the Agenda. Comments regarding items on the Agenda will be heard when the item is addressed. In-person public comments should be no more than 3 minutes in length. Written comments should be no more than 500 words. Please see Agenda cover page for submission instructions.

AGENDA APPROVAL FOR WATER AGENCY

Port Hueneme Water Agency Agenda Approval

Recommendation: Approve the Port Hueneme Water Agency Agenda of February 20, 2024.

PORT HUENEME WATER AGENCY REORGANIZATION

- A. Agency Clerk to Conduct Election of Port Hueneme Water Agency Chair
- B. Incoming Chair to Conduct Election of Port Hueneme Water Agency Vice Chair

CONSENT CALENDAR

1. [Minutes](#)
Recommendation: Approve the Minutes of the Water Agency Regular Meeting of January 16, 2024.
2. [Register of Disbursements](#)
Recommendation: Receive and file the Port Hueneme Water Agency's Register of Disbursements for the period of January 6, 2024 through February 8, 2024.
3. [Monthly Operational Report](#)
Recommendation: Receive and file the monthly Operational Report.
4. [Professional Services Agreement with Milner-Villa Consulting LLC for Temporary Staffing - Sole Source](#)
Recommendation: Authorize the Executive Director to execute an agreement, approved as to form by the City Attorney, with Milner-Villa Consulting, LLC in the amount not to exceed \$50,000.00.

BUSINESS ITEMS

5. [Appointment to the Association of Water Agencies of Ventura County Board of Directors](#)
Recommendation: Select a Director from the Port Hueneme Water Agency to serve as Member-at-Large and an Alternate for the 2024/2025 term of office to the Association of Water Agencies (AWA) of Ventura County Board of Directors.

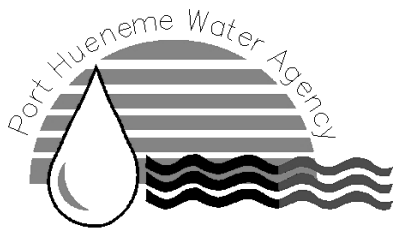
AGENCY MEMBERS' REPORTS, COMMENTS, & REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

The Water Agency will adjourn to its next regular meeting scheduled for Monday, March 18, 2024, at 4:00 p.m.

Copies of staff reports or other written documentation relating to each item of business referred to in this Agenda are available for public inspection in the Office of the Agency Clerk and on the City's website at www.cityofporthueneme.org. Materials received after agenda packet distributions are made available to the public on the City's website and in the Agency Clerk's office at the same time they are provided to the Agency. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE OFFICE OF THE AGENCY CLERK AT 986-6503 OR THE CALIFORNIA RELAY SERVICE. NOTICE 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ALLOW PARTICIPATION IN THIS MEETING.

I, Georgianna Nicole Alvarez, City/Agency Clerk of the City of Port Hueneme, do hereby affirm that the agenda was posted at least 72 hours in advance of the meeting on the City's website and near the front entrance of Port Hueneme City Hall, 250 N. Ventura Road, Port Hueneme, California, 93041, in accordance with California Government Code Section 54954.2(a).



Port Hueneme Water Agency

250 North Ventura Road • Port Hueneme, CA 93041 • (805) 986-6563

Water Agency Regular Meeting Minutes

Tuesday, January 16, 2024

**Port Hueneme City Hall
250 North Ventura Road, Port Hueneme, CA 93041**

2:30 PM Closed Session | 4:00 PM Open Session

The following information was provided to the public on how to observe and/or participate in the meeting:

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In-Person: Complete a speaker request card located at the entrance of the Chamber and give it to the Agency Clerk. Your name will be called when it is your turn to speak. Public Comment is limited to 3 minutes per speaker, unless for good cause, the Chair amends the time limit. A speaker's time may not be transferred to another speaker.
Written: All written public comments should be no more than 500 words and are subject to the Public Records Request Act. Written comments should be submitted to the Agency Clerk by 2:00 p.m. on the day of the Water Agency meeting by email or directly to the Agency Clerk's Office. Email clerk@cityofporthueneme.org and enter "PHWA Public Comment" in the Subject line (and agenda item number if applicable). Mail or drop off written comments to the Agency Clerk's Office located at 250 N. Ventura Road, Port Hueneme, CA 93041. Please clearly mark envelope with "PHWA Public Comment and meeting date".
- Additional electronic meeting guidelines can be found at the end of the agenda.

2:30 P.M. PHWA CLOSED SESSION

CALL TO ORDER

Vice-Chair Lebow called the meeting to order at 2:34 p.m.

ROLL CALL

Present: Members Jared Bouchard, Martha R. McQueen-Legohn, and Misty Perez; Vice-Chair Michael Lebow

Absent: Ex-Officio Member Nathan Jacobsen; and Chair Laura D. Hernandez

PUBLIC COMMENT – None.

CLOSED SESSION ITEMS

Agency Attorney Kevin Spaulding read the following Closed Session item into the record:

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Authority: Government Code section 54956.9, subdivision (d)

Case Name: *OPV Coalition, et al. v. Fox Canyon Groundwater Management Agency, et al.*

Case No. Santa Barbara County Superior Court VENC100555357

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Authority: Government Code section 54956.9, subdivision (d)(2)

Based upon existing facts and circumstances, significant exposure to litigation exists in the opinion of PHWA's legal counsel. These facts and circumstances arise out of a three-party agreement between the City of Port Hueneme, the City of Oxnard, and the Calleguas Municipal Water District relating to water credits or pumping allocations.

CONFLICT OF INTEREST DECLARATION

Member Bouchard announced he would not be participating in Closed Session Item A. due to a potential conflict of interest as his current employer is Pleasant Valley County Water District.

RECESS TO CLOSED SESSION

Vice Chair Lebow recessed to the closed session meeting at 2:36 p.m. Member Bouchard was not present for Closed Session Item A. Member Bouchard entered the closed session meeting at 3:15 p.m. for the discussion of Closed Session Item B.

4:00 PM PHWA REGULAR MEETING AGENDA

CALL TO ORDER

Chair Hernandez called the meeting to order at 4:00 p.m.

ROLL CALL

Present: Members Jared Bouchard, Martha R. McQueen-Legohn, and Misty Perez; Vice-Chair Michael Lebow and Chair Laura D. Hernandez

Absent: Ex-Officio Member Nathan Jacobsen

PUBLIC COMMENT – None.

CLOSED SESSION REPORT

Agency Attorney Spaulding indicated there was no reportable action for Closed Session Item A. For Closed Session Item B., Agency Attorney Spaulding indicated that the PHWA Board agreed to enter into a tolling agreement with the City of Oxnard relative to the tripartite agreement for a period of six months and authorized the Executive Director to execute the agreement. Mr. Spaulding further indicated the vote was unanimous with Chair Hernandez absent.

AGENDA APPROVAL FOR WATER AGENCY

Port Hueneme Water Agency Agenda Approval

A motion was made Member Perez, seconded by Member Bouchard, and passed unanimously to approve the Port Hueneme Water Agency Agenda of January 16, 2024.

CONSENT CALENDAR

A motion was made by Member McQueen-Legohn, seconded by Member Perez, to approve the Consent Calendar as presented.

Motion approved 5-0 as follows:

AYES: Bouchard, Perez, McQueen-Legohn, Lebow, Hernandez

NOES: None; ABSENT: None; ABSTAIN: None

The Agency:

1. [Minutes](#)
Approved the Minutes of the Water Agency Regular Meeting of November 20, 2023.
2. [Register of Disbursements](#)
Received and filed the Port Hueneme Water Agency's Register of Disbursements for the period of November 4, 2023 through January 5, 2024.
3. [Monthly Operational Report](#)
Received and filed the monthly Operational Report.

4. [Five-Year On-Call Professional Services Agreement Project Coding and Tracking](#)
Received and filed the report.

BUSINESS ITEMS

5. [Port Hueneme Water Agency Audit Report FY 2022-23](#)
Recommendation: Receive and file Agency's Fiscal Year 2022-23 Annual Financial Audit Report.

Finance Director Lupe Acero presented the report. A question followed. There were no public comments.

A motion was made by Member Bouchard, seconded by Vice Chair Lebow, to receive and file the Agency's Fiscal Year 2022-23 Annual Financial Audit Report.

Motion approved 5-0 as follows:

AYES: Bouchard, Perez, McQueen-Legohn, Lebow, Hernandez

NOES: None; ABSENT: None; ABSTAIN: None

6. [2024 PHWA Meeting Schedule](#)
Recommendation: Approve the proposed 2024 PHWA meeting schedule or provide direction.

Executive Director James Vega presented the report. A question followed. There were no public comments.

A motion was made by Member McQueen-Legohn, seconded by Member Perez to approve the proposed 2024 PHWA meeting schedule.

Motion approved 5-0 as follows:

AYES: Bouchard, Perez, McQueen-Legohn, Lebow, Hernandez

NOES: None; ABSENT: None; ABSTAIN: None

AGENCY MEMBERS' REPORTS, COMMENTS, & REQUEST FOR FUTURE AGENDA ITEMS

– None.

ADJOURNMENT

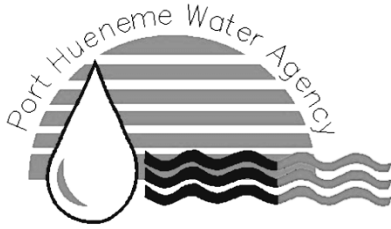
The Water Agency adjourned at 4:14 p.m. to its next regular meeting scheduled for Tuesday, February 20, 2024, at 4:00 p.m.

Respectfully Submitted:

Georgianna Nicole Alvarez
Agency Clerk

Approved this 20th day of February, 2024:

Laura Hernandez, Chair



Port Hueneme Water Agency

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WATER AGENCY AGENDA STAFF REPORT

DATE: February 20, 2024

TO: PHWA Board Members

FROM: James Vega, City Manager
Lupe Acero, Finance Director

SUBJECT: REGISTER OF DISBURSEMENTS

RECOMMENDATION:

Receive and file the Port Hueneme Water Agency’s Register of Disbursements for the period January 6, 2024 through February 8, 2024.

BACKGROUND:

Cash disbursements are made weekly based on the submission of all required documents supporting the invoices submitted for payment. Prior to payment, Finance Department staff reviews all disbursement documents to ensure that they meet the approval requirements adopted in the Municipal Code and the City’s Purchasing Policies and Procedures Manual. The summary table below represents the Register of Disbursements and included for the listed check dates. The disbursements are accounted for in the current budget. Quarterly, a Budget to Actual report is prepared and presented to Council representing the summation of these disbursements.

Date	Type of Payment	Attachment	Amount
January 6, 2024 through February 8, 2024	A/P Checks 5731-5738	A	\$731,173.12
TOTAL			\$731,173.12

FISCAL IMPACT:

This is an informational report only.

ATTACHMENTS:

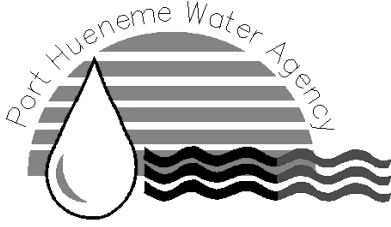
A. Disbursement Register

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Accounts Payable Check Register

	Vendor Name	Vendor #	Invoice General Description	GL Account	Fund	PO Number	Invoice Number	Check Date	Check/EFT #	Detail Amount
Check No. 5731	CITY OF OXNARD	2293	NOV'23 WATER METER PORTION 234633-252984 UTIL BILL	801590-5305	Port Hueneme Water Agency Fund		2984 12182023B	01/12/2024	5731	67,368.31
										Check Total: 67368.31
Check No. 5732	SAM HILL AND SONS, INC	4269	INSTALL WATER BYPASS-LOW FLOW PUMP PROJECT	801590-5601	Port Hueneme Water Agency Fund	20240058	4730	01/12/2024	5732	9,375.00
										Check Total: 9375.00
Check No. 5733	UNITED WATER CONSERVATION DISTRICT	223	DEC'23 WATER PURCHASE (020-00125-00 PHW0002)	801590-5304	Port Hueneme Water Agency Fund		25-00 01012024	01/12/2024	5733	167,239.32
	UNITED WATER CONSERVATION DISTRICT	223	DEC'23 OFF-AQUEDUCT WATER (040-00030-00 ZPH0001)	801590-5306	Port Hueneme Water Agency Fund		30-00 01012024	01/12/2024	5733	63,237.35
	UNITED WATER CONSERVATION DISTRICT	223	DEC'23 WATER PURCHASE (020-00090-00 HUE0001)	801590-5304	Port Hueneme Water Agency Fund		90-00 01012024	01/12/2024	5733	56,063.62
										Check Total: 286540.29
Check No. 5734	BROWN ARMSTRONG ACCOUNTANCY	230	FY 22/23 PHWA AUDIT SERVICES THROUGH OCT'23	801590-5200	Port Hueneme Water Agency Fund	20240095	271931	01/18/2024	5734	7,637.65
	BROWN ARMSTRONG ACCOUNTANCY	230	FY 22/23 PHWA AUDIT SERVICES THROUGH NOV'23	801590-5200	Port Hueneme Water Agency Fund	20240095	272501	01/18/2024	5734	6,309.25
	BROWN ARMSTRONG ACCOUNTANCY	230	FY 22/23 PHWA AUDIT SERVICES THROUGH DEC'23	801590-5200	Port Hueneme Water Agency Fund	20240095	273066	01/18/2024	5734	1,053.10
										Check Total: 15000.00
Check No. 5735	GREEN DE BORTNOWSKY, LLP	4463	PHNE.0006-02 - OCTOBER 2023 LEGAL SERVICES	801590-5202	Port Hueneme Water Agency Fund		48355	01/18/2024	5735	735.00
										Check Total: 735.00
Check No. 5736	UNITED WATER CONSERVATION DISTRICT	223	DEC'23 WATER PURCHASE -NAVY (020-00110-00 CBC0001)	801590-5304	Port Hueneme Water Agency Fund		10-00 01012024	01/18/2024	5736	444.55
	UNITED WATER CONSERVATION DISTRICT	223	NOV'23 WATER PURCHASE -NAVY (020-00110-00 CBC0001)	801590-5304	Port Hueneme Water Agency Fund		10-00 12012023	01/18/2024	5736	804.44
										Check Total: 1248.99
Check No. 5737	CITY OF OXNARD	2293	DEC'23 WATER METER PORTION 234633-252984 UTIL BILL	801590-5305	Port Hueneme Water Agency Fund		2984 01172024A	01/31/2024	5737	54,638.71
										Check Total: 54638.71
Check No. 5738	UNITED WATER CONSERVATION DISTRICT	223	JAN'24 WATER PURCHASE -NAVY (020-00110-00 CBC0001)	801590-5304	Port Hueneme Water Agency Fund		10-00 02012024	02/08/2024	5738	81.40
	UNITED WATER CONSERVATION DISTRICT	223	JAN'24 WATER PURCHASE (020-00125-00 PHW0002)	801590-5304	Port Hueneme Water Agency Fund		25-00 02012024	02/08/2024	5738	150,603.05

Vendor Name	Vendor #	Invoice General Description	GL Account	Fund	PO Number	Invoice Number	Check Date	Check/EFT #	Detail Amount
UNITED WATER CONSERVATION DISTRICT	223	JAN'24 OFF-AQUEDUCT WATER (040-00030-00 ZPH0001)	801590-5306	Port Hueneme Water Agency Fund		30-00 02012024	02/08/2024	5738	63,237.35
UNITED WATER CONSERVATION DISTRICT	223	JAN'24 WATER PURCHASE (020-00090-00 HUE0001)	801590-5304	Port Hueneme Water Agency Fund		90-00 02012024	02/08/2024	5738	82,345.02
Check Total: 296266.82									
Grand Total									731,173.12



Port Hueneme Water Agency

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WATER AGENCY AGENDA STAFF REPORT

DATE: February 20, 2024

TO: PHWA Board Members

FROM: James Vega, Executive Director
Dennis Martinez, Water General Manager

SUBJECT: PHWA MONTHLY OPERATIONAL REPORT

RECOMMENDATION:

It is recommended the Board receive and file this report.

BACKGROUND/ANALYSIS:

This operational update provides information on the performance of the Port Hueneme Water Agency (PHWA) Treatment Facility during the month of January 2024.

In January 2024, the water demand for PHWA amounted to 2.43 million gallons per day (MGD), indicating a decline from the December 2023 figure of 2.75 MGD. In contrast, during January of 2023, the demand was 2.31 MGD.

The Silt Density Index (SDI) levels at the facility ranged from 0.20 to .80, allowing the plant to operate in membrane production mode throughout the entire month. The daily average SDI sample recorded was 0.58, indicating the presence of Iron and Manganese in the water entering the treatment plant.

For the water supply, the United Water Conservation District (UWCD) provided 94% of the water, while the Calleguas Municipal Water District (CMWD) supplied the remaining 6%.

PHWA's water quality consistently meets all State and Federal regulatory standards, ensuring the delivery of safe and compliant water to its consumers.

WATER SUPPLY/ALLOCATION UPDATE:

United Water Supply (Water Year):

- **Allocation:** Under the Sustainable Groundwater Management Act, our allocation for this water year is 3,901 acre-feet.
- **Utilization:** As of January 31, 2024, which marks four months into the water year, PHWA has purchased 1,070 acre-feet or 27% of our allocated water.

Calleguas Water Supply (Calendar Year):

- **Allocation:** Our State Water Project Allocation for the calendar year is 1,850 af/yr.
- **Utilization:** As of January 31, 2024, which marks one month into the calendar year, PHWA has purchased 17 acre-feet or 1% of our allocated water.

Shortage Alert:

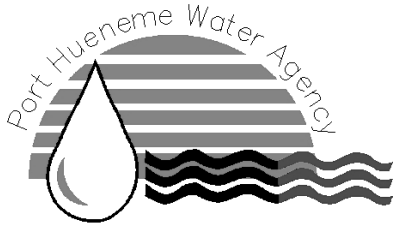
- **Water Supply Stability:** At this time our staff does not foresee any impending water supply shortages for PHWA.
- **Executive Order:** Notably, on March 24, 2023, Governor Newsom issued Executive Order N-5-23, which relaxed water restrictions due to significant rainfall and snowfall that have replenished the State's reservoirs and alleviated concerns about shortages, following three years of severe drought.

FISCAL IMPACT:

There is no fiscal impact of this action if taken as recommended.

ATTACHMENTS:

None.



Port Hueneme Water Agency

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WATER AGENCY AGENDA STAFF REPORT

DATE: February 20, 2024

TO: PHWA Board Members

FROM: James Vega, Executive Director
Dennis Martinez, Water General Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT (PSA) WITH MILNER-VILLA CONSULTING, LLC FOR TEMPORARY STAFFING- SOLE SOURCE

RECOMMENDATION:

It is recommended that the Board authorize the Executive Director to execute an agreement, approved as to form by the City Attorney, with Milner-Villa Consulting, LLC in the amount not to exceed \$50,000.00.

BACKGROUND/ANALYSIS:

The water treatment facility plays a critical role in ensuring the delivery of safe and clean drinking water to our community. However, due to a vacant electrical Instrumentation Technician position, the facility is currently facing challenges in addressing electrical and SCADA (Supervisory Control and Data Acquisition) issues. These issues need immediate attention to maintain the facility's operational efficiency and public safety.

To address this staffing gap, it has been determined that the most efficient solution would be to engage temporary staff through a Professional Services Agreement (PSA). This will provide the necessary expertise to handle the electrical and SDADA issues at the water treatment facility until a permanent technician is hired.

In addition to the preceding recommendation, it is pertinent to note that Milner-Villa Consulting has been a trusted partner in addressing staffing vacancies in prior years, particularly in providing essential support for resolving electrical and SCADA-related issues at the water treatment facility.

Therefore, leveraging Milner-Villa Consulting's services again aligns with our historical success in overcoming staffing shortages and underscores the confidence we have in their ability to maintain the operational integrity of the water treatment plant during this period. Not only do these services ensure the plant's functionality, but they also play a

pivotal role in preventing the need for purchasing more expensive Calleguas (state water). Jesse Laforest's expertise has been instrumental in maintaining the efficiency of the treatment plant, thereby saving the Port Hueneme Water Agency valuable resources.

Staff recommends retaining Milner Villa as opposed to engaging in a competitive bidding procedure due to their specially trained staff in connection with their specialized SCADA expertise.

FISCAL IMPACT:

Sufficient funds for this PSA are available in Contact Services Account No. 302-561-5204-.

ATTACHMENTS:

- A. Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 20th day of February 2024, by and between the Port Hueneme Water Agency, (“AGENCY”) and Milner-Villa Consulting LLC, who individually may be referred to herein as a “Consultant,” and jointly as the “Parties.”

RECITALS

- A. Consultant, is trained, experienced and competent to perform the services which will be required by this Agreement.
- B. Agency desires to retain Consultant, to render professional services as set forth in this Agreement.

AGREEMENT

SERVICES

1. Scope of Services; Extra Work.

- A. Consultant shall furnish the services (the “Services”) described in the attached hereto as Exhibit "A" and incorporated herein by this reference (the “Scope of Work”). Consultant shall provide the Services at the time, place, and in the manner specified in the Scope of Work. To the extent that the time, place and manner are not fully set forth in the Scope of Work, the Services will be provided as agreed by the Parties or as required by the nature of the Services.
- B. At any time during the term of this Agreement, Agency may request that Consultant perform Extra Work. As used herein, Extra Work means any work that is determined by Agency to be necessary for the proper completion of the Services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without advance express written authorization from Agency. Consultant shall perform the Extra Work in the manner specified in the Scope of Work , or if variations are found by the Parties to be desirable or necessary, in the manner described in the writing wherein the Extra Work is authorized.

Professional Services Agreement Milner-Villa Consulting, LLC.

2. Familiarity with Work.

- A. Consultant warrants that it has thoroughly investigated and considered the scope and nature of the Services, has carefully considered how the Services should be performed and fully understands the facilities and restrictions associated with performance of the Services under this Agreement.
- B. Should Consultant, subsequent to the execution of this Agreement, discover any conditions that may materially affect the performance of the Services hereunder, it shall immediately inform Agency of such fact and shall not proceed without written instructions from Agency except at its own risk.

3. Standard of Care. Services shall be performed by Consultant in accordance with generally accepted professional practices and principles and not less than the level of care and skill previously exercised by Consultant in providing prior services to Agency. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the professional standard of care in California. Consultant shall perform the Services in conformance to and consistent with that degree of care and skill consistent with the generally accepted professional standards prevailing at the time the work is performed.

4. Independent Evaluation. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the Services, including, without limitation, applicable federal, state and local laws and regulations, and all other contingencies or considerations. Information, opinions, reports, investigations, and other similar information provided by Agency relating to the Services is not warranted or guaranteed, either expressly or impliedly, by Agency.

5. Licenses.

- A. Consultant represents and warrants to Agency that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required to practice its profession as well as perform the Services.

- B. Consultant represents and warrants to Agency that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.
 - C. Consultant shall maintain a valid Agency business license.
- 6. Coordination of Services. All services shall be coordinated with the Public Works Director ("Director") or his designee and shall be performed under the jurisdiction of the Director.
 - 7. Agency's Responsibility. Agency shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Director agrees to provide direction to Consultant as requested regarding particular project requirements.
 - 8. Correction of Errors. Consultant agrees to correct, at its expense, all errors which may be disclosed during Director's review of Consultant services.

COMPENSATION

- 9. Contract Sum. Compensation to be paid to Consultant shall be in the amount and paid in accordance with the description set forth in the Scope of Work, Exhibit A. No payment will be made by Agency for Services performed without the prior written approval of Agency.
- 10. Payment.
 - A. Consultant shall submit billings to Agency describing the work performed. Consultant bills shall include a brief description of the Services performed, the date the Services were performed, and a description of any reimbursable expenditures (if provided for in the Scope of Work).
 - B. Agency shall pay Consultant no later than 30 days after approval of the invoice by Agency staff.

PERFORMANCE SCHEDULE

- 11. Time of Performance. This agreement shall begin on February 20, 2024 and expire on February 28, 2025.

12. Time of Essence. Time is of the essence in the performance of this Agreement.

COORDINATION OF WORK

13. Conflicts of Interest.

- A. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the Agency or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of the Services. Consultant further covenants and represents that in the performance of the Services no person having any such interest shall perform any services under this Agreement.

- B. The Agency has determined that Consultant is not a designated employee within the meaning of the Political Reform Act.

14. Assignment and Subcontracting. The parties recognize that a substantial inducement to Agency for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of Agency, which can be denied at its sole discretion. Consultant shall not subcontract any portion of the Services without the advance express written authorization of Agency. If Agency consents to such subcontract, Consultant shall be fully responsible to Agency for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Agency and subcontractor nor shall it create any obligation on the part of Agency to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

RECORDS AND REPORTS

15. Books and Records.

- A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Agency for a minimum period of three (3) years, or for any longer

period required by law, from the date of final payment to Consultant under this Agreement.

- B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the Agency Manager, Agency Attorney, Agency Finance Director or a designated representative of these officers. Copies of such documents shall be provided to Agency for inspection at Agency Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant address indicated for receipt of notices in this Agreement.
- D. Where Agency has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant business, Agency may, by written request by any of the above-named officers, require that custody of the records be given to Agency and that the records and documents be maintained in Agency Hall. Access to such records and documents shall be granted to any Consultant authorized by Consultant, Consultant representatives, or Consultant successor-in-interest, unless confidential.

CONFIDENTIALITY OF INFORMATION

- 16. Confidential Information. Any report, information, exhibits, data, documents or materials given to or prepared by Consultant under this Agreement shall be confidential and shall not be made available to any third-party person or organization by Consultant without prior written approval of the Director.

INDEPENDENT CONTRACTOR

- 17. Independent Contractor. Agency and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of the Agency. Consultant has

and shall retain the right to exercise full control over the employment, direction, compensation and discharge of the persons assisting Consultant.

18. Employees' Pay. Consultant shall be solely responsible for, and shall save Agency harmless from all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
19. Employees' Benefits. Consultant acknowledges that Consultant and Consultant employees are not entitled to receive from Agency any benefits or rights afforded employees of Agency, including but not limited to, reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.
20. Not Agent. Except as Official may specify in writing, Consultant and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of Agency in any capacity, as agents or otherwise, or to bind Agency to any obligation.

INSURANCE

21. Insurance Requirements.

- A. Policies. Consultant, at its own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 1. Workers Compensation Coverage. Consultant shall maintain Workers Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers Compensation policies must be received by the Agency at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against Agency, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for Agency. This provision shall not apply if

Consultant has no employees performing work under this Agreement. If Consultant has no employees for the purposes of this Agreement, Consultant shall provide Agency with a signed Certificate of Exemption from Workers Compensation Insurance in a form acceptable to Agency.

2. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant performance of the Services under this Agreement, whether such performance is by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence.
- B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
1. Agency, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations.

2. This policy shall be considered primary insurance as respects Agency, and/or its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by Agency, including any self-insured retention by Agency, shall be considered excess insurance only and shall not contribute to Consultant insurance.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against Agency, and its elected or appointed officers, officials, employees or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Agency, its elected or appointed officers, officials, employees, agents or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by Agency, except for non-payment of premium when ten (10) days' written notice will be provided.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions applicable to Consultant must be declared to and approved by Agency. At Agency's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to Agency as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with Agency on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with Agency at all times during the term of this Agreement.
22. Indemnity. To the fullest extent permitted by law, Consultant shall indemnify, defend (with independent counsel approved by Agency) and hold harmless Agency, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs

of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of Consultant or the acts or omissions of an employee, agent or subcontractor of Consultant. In the event that a third party institutes such an action against Agency which pertains to the Services, whether Consultant is named or not, Consultant shall provide a defense of said action at its sole expense, and shall indemnify Agency from any costs or expenses related to said action and any judgments rendered therein. No settlement of such an action may occur without the express written consent of Agency. The provisions of this paragraph survive completion of the Services or the termination of this Agreement. The provisions of this section are not limited by the provisions of Section 24 relating to insurance.

MISCELLANEOUS

23. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between Agency and Consultant with respect to the Services. All prior written and oral communications, including correspondence, drafts, memoranda, and representations pertaining to the Services, are superseded in total by this Agreement.
24. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provisions under this Agreement. Payment by Agency under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Agency at the time of payment.
25. Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by a Consultant of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Consultant.
26. Controlling Law Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Ventura.
27. Litigation Expenses and Attorneys' Fees. If either Consultant to this Agreement commences any legal action against the other Consultant (or any third party institutes such an action naming Agency) arising out of this Agreement and/or the

Services, the prevailing party as between Agency and Consultant shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

28. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Consultant warrants that the individual(s) who has signed this Agreement has the legal power, right, and authority to make this Agreement and to bind Consultant. Agency shall not be bound to this Agreement until such time as the Agency Manager has executed it.
29. Termination. Agency may terminate this Agreement immediately for cause. Agency may terminate this Agreement without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to its receipt of the notice of termination. Consultant may terminate this agreement by providing 60 days' written notice of termination to the Agency.
30. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Consultant:

Brad Milner, President
Milner-Villa Consulting, LLC
1746 S. Victoria Ave, #F126
Ventura, CA 93003

If to Agency:

Dennis Martinez, Water General Manager
Port Hueneme Water Agency
250 N. Ventura Rd.
Port Hueneme, CA 93041

31. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Agency and approved as to form by the Agency Attorney.
32. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

33. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
34. Non-liability of Agency Officers and Employees. No officer or employee of Agency shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
35. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
36. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of sex, marital status, race, color, religion, ancestry, natural origin, physical handicap, sexual orientation or domestic partnership status. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
37. Commencement of Services. Consultant shall not commence performance the Services until this contract has been approved by the Agency and notification to proceed has been issued by the Agency Manager or designee. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

PORT HUENEME WATER AGENCY

MILNER-VILLA CONSULTING, LLC.

James Vega, Executive Director

Brad Milner, President
Taxpayer ID No. 83-4091808

ATTEST:

Georgianna Nicole Alvarez, Agency Clerk

APPROVED AS TO FORM:

Kevin Spaulding, Agency Attorney

EXHIBIT “A”
SCOPE OF WORK

MILNER-VILLA CONSULTING, LLC FOR THE PORT HUENEME WATER AGENCY

AGENCY agrees to pay Consultant a sum not to exceed \$50,000 dollars for the following services and tasks:

- 1) Provide on-call water operations professional that has a minimum of a State of California D-4 and T-4 Water certifications.
- 2) Provide on-call water operations professional that has Electrical and Instrumentation Technician.
- 3) Provide on-call operations assistance to maintain compliance with State of California regulations.
- 4) Provide on-call engineering assistance to maintain compliance with State of California regulations.
- 5) Provide on-call regulatory assistance to maintain compliance with State of California regulations.

Examples of projects may include but are not limited to the following items:

- Oversee the update of the City of Port Hueneme Consumer Confidence Report (CCR) for all customers due by July 1st.
- Complete a 12-week training manual for new Water Utility Operators for the Brackish Water Reclaim Demonstration Facility for Port Hueneme Water Agency.
- Prepare and submit a BWRDF Facility Audit due every 5 years.
- Prepare and submit an Urban Water Management Plan due every 5 years.
- Prepare and submit a Water Audit Validation due every year.
- Provide as-needed documentation and submittals to meet requirements for the Water Division.
- Provide as-needed support services to the Public Works Director and Water General Manager to meet requirements for the Water Division.

Professional Services Agreement Milner-Villa Consulting, LLC.

2024 STANDARD FEE SCHEDULE



MILNER-VILLA CONSULTING, LLC

1746 S. Victoria Ave #F126

Ventura, CA 93003

Phone: 805-551-3294

mvconsulting1@gmail.com

www.milnervilla.com

FEE SCHEDULE FOR PROFESSIONAL SERVICES FOR COPH/PHWA PROJECTS

Effective Date: February 2024

Principal	\$170 per hour (standard)
Principal	\$250 per hour (after-hours, weekends, holidays, rush, etc.)
Principal	\$320 per hour (expert witness, legal proceedings, hazardous conditions, etc)
Principal	\$100 per hour (standby, travel)
Water Superintendent	\$125 per hour (standard)
Water Superintendent	\$180 per hour (after-hours, weekends, holidays, etc.)
Electrical/Instrumentation Tech	\$100 per hour (standard)
Electrical/Instrumentation Tech	\$130 per hour (after-hours, weekends, holidays, etc.)
Support Staff	\$50-200 per hour depending on responsibilities and experience
Student Assistant	\$50 per hour
Subconsultants	Cost plus 10%
Travel Expenses	Cost plus 10%
Equipment Rental	Cost plus 10%
Reproduction	Cost plus 10%
Miscellaneous Expenses	Cost plus 10%
Mileage	\$0.67/mile

Standard Conditions

Invoices will be submitted monthly. Payment is due within 30 days of receipt of invoice.

Miscellaneous expenses may include, but not limited to, the following: maps, photographs, and special supplies necessary for the project; rented vehicles, public transportation, and taxis necessary for the project; subsistence associated with travel required by the project; specific telecommunications and delivery charges necessary for the project; sample handling and laboratory analyses necessary for the project; special fees, insurance, permits, licenses necessary for the project; outside computer processing, computation, and proprietary software programs necessary for the project.

Fee Schedule is subject to change annually. A revised Fee Schedule will be submitted prior to implementation of new rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coastal States Insurance Services 1986 S Victoria Ave Ventura, CA 93003	CONTACT NAME: Doug Smith PHONE (A/C, No, Ext): (805) 642-5290 FAX (A/C, No): E-MAIL ADDRESS: dsmith@coastalstatesins.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Milner-Villa Consulting LLC 1746 S. Victoria Ave # F126 Ventura, CA 93003	INSURER A : ACE Property & Casualty Insurance Company 20699 INSURER B : Employers Preferred Insurance Company 10346 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

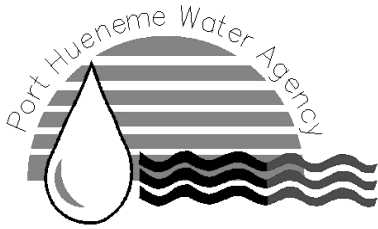
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D96001940	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DATA BREACH \$ 25,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A			EIG4738152-02	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Port Hueneme 250 North Ventura Rd. Port Hueneme, CA 93041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Port Hueneme Water Agency

250 North Ventura Road • Port Hueneme, CA 93041 • (805) 986-6563

WATER AGENCY AGENDA STAFF REPORT

DATE: February 20, 2024

TO: PHWA Board Members

FROM: James Vega, Executive Director
Dennis Martinez, Water General Manager

SUBJECT: APPOINTMENT TO THE ASSOCIATION OF WATER AGENCIES OF VENTURA COUNTY BOARD OF DIRECTORS

RECOMMENDATION:

It is recommended the Board select a Director from the Port Hueneme Water Agency (PHWA) to serve as Member-at-Large and an alternate for the 2024/2025 term of office to the Association of Water Agencies (AWA) of Ventura County Board of Directors.

BACKGROUND/ANALYSIS:

The AWA was formed in 1976 to provide a forum for exchanging information on local and regional water issues. AWA is governed by a 21-member board of directors comprised of leaders representing various water entities in our region (agriculture, municipalities, water purveyors, small systems, industrial water users, private businesses, concerned citizens, students, etc.) Regular meetings and special events are held to disseminate information and encourage discussion and innovative solutions to water issues facing Ventura County.

AWA designates a seat on its Board of Directors for the Port Hueneme Water Agency (as a member-at-large category). The term is for two years (Current appointees are Misty Perez – Director, and Nathan Jacobsen – Alternate).

The “**Director**” must be an AWA member in good standing (via Agency membership) and should be at the policy-making level. Directors shall exercise those powers necessary to execute policy as established by the Board. The “**Alternate**” is authorized to actively participate at all levels, vote in the Director’s absence at Board Meetings, and fulfill the term of “Director” in the event of a permanent absence of the Director.

The AWA Board meets on the first Thursday every other month beginning in January, at 3:00 PM currently HYBRID in-person (1701 N. Lombard St. Oxnard), and Zoom option until further notice (6 Board meetings per year).

These appointments will be confirmed at their next regularly scheduled meeting on March 7, 2024, with the installation at the March 21 WaterWise meeting.

FISCAL IMPACT:

The action, if taken as recommended, will not have a fiscal impact.

ATTACHMENTS:

None.