

DIRECTORS

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

John D. Menne



PLEASANT VALLEY COUNTY WATER DISTRICT

PIONEER IN FOX CANYON AQUIFER CONSERVATION
SERVING AGRICULTURE SINCE 1956

154 S. LAS POSAS ROAD, CAMARILLO, CA 93010-8570
Phone: 805-482-2119
Fax: 805 484-5835

STAFF

Jared L. Bouchard
General Manager

General Counsel
Arnold, Bleuel, LaRochelle,
Mathews & Zirbel, LLP

**PLEASANT VALLEY COUNTY WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that the Pleasant Valley County Water District Board of Directors will hold a SPECIAL MEETING Tuesday September 27th, 2022, @ 10:00 a.m. at the District Office located at 154 S. Las Posas Road, Camarillo, CA 93010-8570.

In accordance with the Governor’s Executive Order N-29-20 and the Ventura County Stay Well at Home Order resulting from the Novel Coronavirus the Meeting will be held virtually using the ZOOM platform by calling +1 669 444 9171 US and entering Meeting ID 863 0543 1230 or Join Zoom Meeting Virtually: Join Zoom Meeting <https://us06web.zoom.us/j/86305431230>

AGENDA

The agenda is posted at least 72 hours preceding the Board meeting and contains all items on which Board action will be allowed pursuant to Government Code Section 54954.2. Action will be taken on unanticipated items only when an emergency (as defined in Section 54956.5) exists or as otherwise allowed under Section 54954.2(b).

An opportunity for members of the public to briefly address the Board on items not on the agenda is provided at the beginning and end of each meeting. Persons wishing to comment on agenda items should complete a speaker card and submit it (preferably before the meeting) to the Clerk. The Chairman will then recognize them at the appropriate time. Once recognized, persons should step to the podium, clearly state their name, and address for the record, and address the item being considered in as brief, clear, and concise a manner as possible.

OPEN SESSION AND CALL TO ORDER:

- 1) Pledge of allegiance.
- 2) Roll call.
- 3) Determination of quorum.
- 4) Approval of agenda.
- 5) Approval of minutes:
 - a. August 30th, 2022 Special Board Meeting

6) Open Forum.

This is an opportunity for the public to address the Board on matters not appearing on the agenda. No action may be taken by the Board at this time, but items can be considered for placing on the agenda for a subsequent meeting

7) **Action Items**

TIME CERTAIN ACTION ITEMS – 10:00 AM PUBLIC HEARINGS

A. PUBLIC HEARING OF ORDINANCE 22-01 PLEASANT VALLEY COUNTY WATER DISTRICT ORDINANCE ESTABLISHING SUPPLEMENTAL WATER AVAILABILITY

Recommendation: 1.) Conduct Public hearing, receive staff report, public testimony, and close public hearing. 2.) Perform Second reading in title only and adoption of Ordinance 22-01 effective October 1, 2022.

B. PUBLIC HEARING OF ORDINANCE 22-02 PLEASANT VALLEY COUNTY WATER DISTRICT AN ORDINANCE ADJUSTING FEES RELATED TO THE PROVISION OF WATER SERVICE

Recommendation: 1.) Conduct Public hearing, receive staff report, public testimony, and close public hearing. 2.) Perform second reading in title only and adoption of Ordinance 22-02 effective November 1, 2022.

REGULAR ACTION CALENDAR

C. CONSIDER SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION SUBGRANT AGREEMENT- Between Fox Canyon Groundwater Management Agency and Pleasant Valley County Water District
Recommendation: Authorize the General Manager to execute the agreement

D. Ratification of Checks The Board will review and ratify checks issued and funds transferred for the period August 27th, 2022 through September 21st, 2022.
Recommendation: Approve

8) **GENERAL MANAGER COMMENTS**

9) **OTHER BUSINESS.**

10) **CLOSED SESSION.** It is the intention of the Pleasant Valley County Water District Board of Directors to be in closed session to consider the following items:

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Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

John D. Menne



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- A. Conference with legal counsel-potential/anticipated litigation. Subdivision (d) of Section 54956.9 of *California Government Code*. (One case)

11) ADJOURNMENT.

In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals with disabilities so they may attend and participate in meetings. If special assistance is needed, please call the Agency staff at (805) 482-2119 at least 24 hours prior to the meeting so proper arrangements may be assured. If requested, and as possible, agendas will be provided in alternative formats.

Agenda Posting Certification: This agenda was posted not less than 72 hours prior to the scheduled meeting date and time at 154 S. Las Posas Road Camarillo CA, 93010 in a location that is accessible 24 hours a day to the General Public and is posted on the Pleasant Valley County Water District website <https://www.pleasantvalleycountywaterdistrict.com/board-meetings>

Jared Bouchard
General Manager

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LLP

MINUTES OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS
PLEASANT VALLEY COUNTY WATER DISTRICT HELD
Tuesday August 30th, 2022 @ 10:00a.m.

Pursuant to notice given, a Special Meeting of the Board of Directors of the Pleasant Valley County Water District was held on Tuesday August 30th, 2022 @ 10:00 a.m. in the district headquarters facility, 154 S. Las Posas Rd, Camarillo, CA.

Call to Order

The meeting was called to order at 10:04 a.m. by Board President Vujovich.

Agenda Item #1- Pledge of Allegiance - led by Board President Vujovich

Agenda #2- Roll Call

Attendance at the meeting was as follows:

Directors Present:

Thomas P. Vujovich, Jr., President

Director John Menne (arrived at 10:10 a.m.)

Director John Broome

Director Craig Kaihara

Director Peter Hansen

Directors Absent:

None

Staff Present: John Matthews, Attorney

Jared Bouchard, General Manager

Agenda #3 – Determination of Quorum

Quorum was established

Agenda Item #4 – Approval of Agenda

A motion to approve the agenda was made by Director Broome; seconded by Director Hansen. Motion passed unanimously with a 4-0 vote and the agenda was approved as presented.

Ayes: -4- Directors: Vujovich, Broome, Kaihara, Hnasen

Ney's: -0-

Absent: -1- Menne

Agenda item #5 – Approval of Minutes

A motion to approve the minutes of the Special Board meeting held on June 7th, 2022, was made by Director Kaihara and seconded by Director Hansen. Motion passed unanimously with a 4-0 vote, and minutes were approved as presented.

Ayes: -4- Directors: Vujovich, Broome, Kaihara, Hansen

Ney's: -0-

Absent: -1- Menne

Agenda item #6 -Open Forum

Public comment: A letter of public comment was received by Tom Deardorff on August 29, 2022 appended to these minutes. Jurgen Gramkow addressed the board expressing opposition for the Supplemental Water Availability Ordinance 22-01. Greg Lewis addressed the board expressing support of the Supplemental Water Availability Ordinance 22-01. General Comments were made by Luis Calderon, Danny Pereira and Daniel Naumann.

Agenda Item #7 – Closed Session

The Board went into closed session per Subdivision (d) of the California Government Code Section 54956.9© to conference with legal counsel on potential or existing litigations.

The Board concluded Closed session at 10:25 a.m. General and Special counsel did not have any discussion on potential litigation and no specific action was taken.

Agenda Item #8- Action Items

- A. Consider Resolution 22-05 authorizing the continuation of remote meetings.

A motion to authorize Resolution 22-05 authorizing the continuation of remote meetings was made by Director Broome; seconded by Director Kaihara. Motion passed unanimously with a 4-0 vote.

Ayes: -4- Directors: Vujovich, Broome, Kaihara, Hansen,
Ney's: -0-
Absent: -1- Menne

B. First Reading of Ordinance 22-01 Pleasant Valley County Water District Ordinance establishing Supplemental Water Availability.

First Reading of Ordinance 22-01 establishing Supplemental Water Availability was preformed, a motion to set public hearing, second reading and adoption of Ordinance 22-01 was set for September 27th, 2022 @ 10:00a.m. was made by Director Broome, seconded by Director Kaihara. Motion passed unanimously with a 5-0 vote.

Ayes: 5-Directors: Vujovich, Menne, Broome, Kaihara, Hansen
Ney's: -0-
Absent: -0-

C. Consider Annual Audit for fiscal year ended June 30, 20201 Independent Auditors Report. Independent Auditors report for fiscal year 20-21 was presented, reviewed, and approved as presented. Motion to approve was made by Director Kaihara, seconded by Director Menne. Motion passed unanimously with a 5-0 vote.

Ayes: 5-Directors: Vujovich, Menne, Broome, Kaihara, Hansen
Ney's: -0-
Absent: -0-

D. Consider FY 2022/2023 Budget

FY Budget 22/23 was presented and reviewed. A Motion to approve FY Budget 22/23 retroactive to July 1, 2022, was made by Director Broome, seconded by Director Kaihara. Motion approved unanimously with a 5-0 vote.

Ayes: 5-Directors: Vujovich, Menne, Broome, Kaihara, Hansen
Ney's: -0-
Absent: -0-

E. First Reading of Ordinance 22-02 Pleasant Valley County Water District an Ordinance Adjusting Fees Related to the Provisions of Water Service

First Reading of Ordinance 22-02 an Ordinance Adjusting Fees Related to the Provisions of Water Service was preformed, a motion to set public hearing, second reading and adoption of Ordinance 22-02 was set for September 27th, 2022 @ 10:00a.m. was made by Director Broome, seconded by Director Kaihara. Motion passed unanimously with a 5-0 vote.

Ayes: 5-Directors: Vujovich, Menne, Broome, Kaihara, Hansen

Ney's: -0-

Absent: -0-

F. Consider Proposal from Raftelis Financial Consultant

Proposal from Raftelis Financial was presented and reviewed. A motion was made by Director Menne, seconded by Director Broome, approving General Manager Bouchard to execute consultant contact with Raftelis Financial Consultants Inc. to perform a 5 Year Water Rate Study in an amount not to exceed \$55,000.00. Motion passed unanimously with a 5-0 vote.

Ayes: 5-Directors: Vujovich, Menne, Broome, Kaihara, Hansen

Ney's: -0-

Absent: -0-

G. Ratification of Checks

A motion was made by Director Hansen, seconded by Director Kaihara to ratify the checks issued and funds transferred since 6-4-2022. The Motion passed unanimously with a 5-0 vote and a list of checks ratified is appended to these minutes.

Ayes: 5- Directors: Vujovich, Menne, Broome, Kaihara, Hansen

Ney's: -0-

Absent: -0-

Agenda Item #9 - General Manager Comments

General Manager Bouchard updated the Board on general business of the district.

Agenda Item #10 – Other Business

No other business to report.

Agenda Item #11 – Adjournment

The meeting was adjourned upon a motion duly made seconded, and carried unanimously at 11:53 a.m.

Respectfully Submitted:

Jared Bouchard, General Manager

Minutes Approval:

Thomas Vujovich, Board President

DIRECTORS

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SEPTEMBER 27, 2022, SPECIAL MEETING

TO: BOARD OF DIRECTORS

FROM: GENERAL MANAGER

Subject: PUBLIC HEARING OF ORDINANCE 22-01 PLEASANT VALLEY COUNTY WATER DISTRICT ORDINANCE ESTABLISHING SUPPLEMENTAL WATER AVAILABILITY

AGENDA ITEM: 7-A

In October of 2019 the FCGMA Adopted an Ordinance to Establish an Allocation System for the Oxnard and Pleasant Valley Groundwater Basins. Upon adoption, your Board directed staff to begin working on the development of a PVCWD Supplemental Water Availability program that would provide for compliance with the FCGMA Ordinance, equitable access to the common resource, avoid double dipping of the basin, maintain the ability of PVCWD to maximize the delivery of Conejo Creek and Santa Clara River Surface water supplies when available and whenever possible avoid FCGMA Sur Charge Penalties.

In late 2019 PVCWD staff began working with Bondy Ground Water Consulting to perform initial mapping of private wells and turnouts within PVCWD. In May of 2020 a survey was sent to all District customers to identify and tie water use through turnouts and private wells to land. Throughout 2020 that data was being collected and verified through meetings with the respondents. In 2021 data collection and verification continued and initial mapping of Water Use Areas was performed. In 2022 Land IQ was brought on Board to calculate irrigated acres, that data was pulled into the data analysis being performed by Bondy Ground Water Consulting in order to establish Supplemental Water Availability limits on per irrigated acre basis for each WUA.

In June of 2022 PVCWD held a public workshop to inform PVCWD stakeholders of how the program would work. The majority of PVCWD users attended the workshop and the program was well received by the majority of those in attendance.

Since the works shop, staff has been meeting with customers almost daily to confirm WUA and irrigated acres assigned were correct. All of the changes recorded have been updated by Land IQ and Bondy Ground Water Consultants. The changes did not affect the recommended SWA limit.

The PVCWD Board conducted a first reading of Ordinance 22-01 at its August 30th, 2022 Special Meeting. All customers and land owners of the District received notice via first class mail, of the SWA and WUA associated with their respective operations or parcels, the letter also provided notice of this public hearing date. In addition, the Public Hearing was noticed in the Ventura County Star on September 6, 2022.

Recommendation:

- 1.) **Conduct Public Hearing, receive staff report, public testimony, and close hearing.**
- 2.) **Perform second reading in title only and adoption of Ordinance 22-01 effective October 1, 2022.**

Ordinance #22-01
PLEASANT VALLEY COUNTY WATER DISTRICT
ORDINANCE ESTABLISHING SUPPLEMENTAL WATER AVAILABILITY

RECITALS

WHEREAS the Pleasant Valley County Water District, hereinafter referred to as “PVCWD” or “District,” is a Governmental entity duly organized and established pursuant to California Water Code Section 30000 et seq.; and

WHEREAS The District overlies in part the Oxnard Subbasin and the Pleasant Valley Groundwater Basins which are subject to the California Sustainable Groundwater Management Act, hereinafter referred to as “SGMA”; and

WHEREAS the District is subject to management of its groundwater resources by the Fox Canyon Groundwater Management Agency, hereinafter referred to as “FCGMA”, and

WHEREAS the District wishes to comply with the ordinances of the FCGMA, in particular, its Ordinance to Establish An Allocation System for the Oxnard and Pleasant Valley Groundwater Basins, adopted October 23, 2019 and amended March 24, 2021; and

WHEREAS a notice has been published in the Ventura County Star, a newspaper of general circulations published and circulated in the District, providing a summary of this ordinance and noticing a public hearing to consider adoption of this ordinance; and

WHEREAS after considering the information, hearing a staff presentation and considering the testimony received by the public and discussion of the issues, the Board of Directors concludes that this ordinance is necessary for the District’s ability to comply with SGMA and FCGMA's rules and ordinances; and

WHEREAS the adoption of this ordinance is statutorily exempt under the California Environmental Quality Act; and

WHEREAS the District, in order to facilitate compliance with the ordinances of the FCGMA, wishes to establish supplemental water availability to properties owned by the constituents of the District.

NOW, THEREFORE the Board ordains as follows:

Article A. Definitions

A.1 “Assessor’s Parcel Map” shall mean the Ventura County Assessor’s Parcel Maps designating Parcels by Assessor’s Parcel Number.

A.2 “Assessor’s Parcel Number” shall mean the number assigned to a Parcel by the County of Ventura for purposes of identification.

A.3 “Board of Directors” shall mean the Board of Directors of the Pleasant Valley County Water District.

A.4 “Extraction Allocation” shall mean the amount of groundwater that may be extracted by an Extraction Facility during a given Water Year without incurring a FCGMA surcharge, as established pursuant to the FCGMA Extraction Allocation Ordinance.

A.5 “Extraction Facility” shall mean any device or method (e.g., water well) for extraction of groundwater.

A.6 “FCGMA” shall mean Fox Canyon Groundwater Management Agency.

A.7 “FCGMA Extraction Allocation Carryover” shall mean unused Extraction Allocation carried over, as provided for in Article 8 of the FCGMA Extraction Allocation Ordinance.

A.8 “FCGMA Extraction Allocation Ordinance” shall mean the “Ordinance to Establish An Allocation System for the Oxnard and Pleasant Valley Groundwater Basins” adopted October 23, 2019 as amended by FCGMA from time to time.

A.9 “Irrigated Footprint” shall mean the surface area in acres of irrigated land within a Parcel, as determined by the District, as follows. For irrigated tree crops, the Irrigated Footprint is defined as the extent of canopy when mature at the perimeter. For irrigated berry crops grown under hoop houses, the extent of all hoops and semi-permanent interior roads are included in the Irrigated Footprint. For all other crops, the Irrigated Footprint is defined as the area that is plowed between plantings, excluding perimeter roads. Irrigated Footprint includes the area of irrigated landscape at Laguna Vista Elementary School.

A.10 “Operator” shall mean a person engaging in commercial production of plant crops or livestock for market on land located within the Pleasant Valley County Water District Service Area.

A.11 “Owner” shall mean a person owning Parcel(s) of land located within the PVCWD Service Area or an interest in Parcel(s) of land located within Pleasant Valley County Water District Service Area and shall include any mutual water company and incorporated ownership.

A.12 “Parcel” shall mean a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

A.13 “Person” shall mean any state or local governmental agency, private corporation, firm, partnership, individual, group of individuals, or, to the extent authorized by law, any federal agency.

A.14 “Private Extraction Allocation” shall mean the Extraction Allocation assigned to Private Extraction Facilities by the Fox Canyon Groundwater Management Agency pursuant to the FCGMA Extraction Allocation Ordinance. For Private Extraction Facilities located outside of the

jurisdiction of the Fox Canyon Groundwater Management Agency, the Private Extraction Allocation shall be the lowest annual extraction reported to United Water Conservation District during the 10-year period 2012-2021 or as otherwise determined by the Board of Directors.

A.15 "Private Extraction Facility" shall mean an Extraction Facility owned by any Person other than the District.

A.16 "Pleasant Valley County Water District Service Area" shall mean the official jurisdictional boundary of the District on file with the Ventura Local Agency Formation Commission.

A.17 "PVCWD" or "District" shall mean Pleasant Valley County Water District.

A.18 "PVCWD Extraction Allocation" shall mean the Extraction Allocation assigned to PVCWD Extraction Facilities by the Fox Canyon Groundwater Management Agency pursuant to the FCGMA Extraction Allocation Ordinance.

A.19 "PVCWD Extraction Facility" shall mean any Extraction Facility owned by the District.

A.20 "Santa Clara River Water Flex Allocation" shall mean PVCWD Extraction Allocation adjustments made by FCGMA pursuant to Article 6 of the FCGMA Extraction Allocation Ordinance.

A.21 "Supplemental Water Availability" or "SWA" shall mean volume in acre-feet of supplemental water PVCWD will provide for irrigation within a Water Use Area during a Water Year without penalty. Mathematically, Supplemental Water Availability shall be equal the Supplemental Water Availability Limit multiplied by Water Use Area Irrigated Footprint minus Water Use Area Private Extraction Allocation.

A.22 "Supplemental Water Availability Limit" or "SWA Limit" shall mean the maximum volume of supplemental water in acre-feet per irrigated acre PVCWD will provide for irrigation within a Water Use Area during a given Water Year without penalty.

A.24 "Sustainable Groundwater Management Act" or "SGMA" shall mean Part 2.74 of Division 6 of the California Water Code, sections 10720 etseq.

A.24 "Turnout" shall mean any connection to the PVCWD for the purpose of providing PVCWD supplied water

A.25 "Water Use Area" or "WUA" shall mean a Parcel or group of Parcels located within the Pleasant Valley County Water District Service Area that are supplied water for irrigation by a common and unique set of Turnouts and/or Private Extraction Facilities. Water Use Areas shall be established and adjusted by the District based on information provided by Owners and Operators.

A.26 "Water Use Area Irrigated Footprint" shall mean the sum of Irrigated Footprints of all Parcels included in a Water Use Area.

A.27 “Water Use Area Private Extraction Allocation” shall mean the sum of the Private Extraction Allocations for all Private Extraction Facilities located within a Water Use Area.

A.28 “Water Year” shall mean the period from October 1 of one calendar year through September 30 of the following calendar year.

Technical Sections

Article B. Establishment and Adjustment of Water Use Areas

B.1 **General Provision** - For the purpose of implementing this Ordinance, all Parcels located within the Pleasant Valley County Water District Service Area with an Irrigated Footprint shall be assigned to a WUA.

B.2 **Initial Water Use Areas** – Initial WUAs shall be established using Owner and Operator responses to the questionnaires issued by PVCWD dated May 2020 and supplemental information provided by Owners and Operators during the period May 2020 through July 2022.

B.3 **Water Use Area Adjustments** – Initial WUAs may be adjusted to account for changes to the common and unique set of Turnouts and/or Private Extraction Facilities serving Parcel(s) within WUAs. Owners and Operators shall be responsible for notifying PVCWD with 10 days of any change in the common and unique set of Turnouts and/or Private Extraction Facilities serving Parcel(s) within a WUA on a District-supplied form. Upon notification of any such changes, PVCWD will modify affected WUAs, as appropriate. WUA adjustments may include splitting WUAs, aggregating multiple WUAs, or reassigning Parcels, Turnouts, and/or Private Extraction Facilities to a different WUA, or combinations thereof. When adjusting WUAs, PVCWD shall adjust the current year Supplemental Water Availability and shall apportion the year-to-date PVCWD water deliveries to the affected WUAs based on information provided by the Owners and/or Operators of the affected WUAs.

Article C. Supplemental Water Availability for Water Use Areas

C.1 **Annual Establishment of Supplemental Water Availability** – Each year on or before July 1, the Board of Directors shall determine a preliminary Supplemental Water Availability for each WUA for the upcoming Water Year. The preliminary Supplemental Water Availability may be adjusted by the Board of Directors, as necessary, to address changing conditions that affect implementation of this Ordinance, including, but not limited to changes in the water supplies available to PVCWD.

C.2 **Supplemental Water Availability Methodology** – The Supplemental Water Availability for each WUA shall be determined based on, the Supplemental Water Availability Limit, Water Use Area Irrigated Footprint, and the Water Use Area Private Well Extraction Allocation according to the following formula:

Supplemental Water Availability = (Supplemental Water Availability Limit X Water Use Area Irrigated Footprint) - Water Use Area Private Extraction Allocation

By way of example, if the Board of Directors establishes a Supplemental Water Availability Limit for a given Water Year of 2.4 acre-feet per acre, the following table indicates what the Supplemental Water Availability would be for three hypothetical WUAs:

WUA	WUA Irrigated Footprint (Acres)	Supplemental Water Availability Limit in Acre-Feet	Water Use Area Private Extraction Allocation (Acre-Feet Per Year)	Supplemental Water Availability (Acre-Feet)
A	100	240	0	240
B	100	240	120	120
C	100	240	240	0

The Supplemental Water Availability Limit shall be determined by the Board of Directors based on anticipated water supplies available to PVCWD. In making the determination of anticipated water supplies available to PVCWD, the Board of Directors shall consider the PVCWD Extraction Allocation, status of PVCWD's Santa Clara River Water Flex Allocation, PVCWD FCGMA Extraction Allocation Carryover balance, anticipated availability of PVCWD's non-groundwater water supplies, estimated water distribution system losses, any known or anticipated water system operational limitations, and other factors deemed relevant by the Board of Directors.

- C.3. A Supplemental Water Availability may be pooled among multiple WUAs so long as such WUAs and all associated turnouts are registered with the District under a common financially responsible party for the entirety of the water year the customer desires to pool for.

Article D. Penalties for Supplemental Water Availability Exceedances

- D.1 In the event a WUA exceeds its Supplemental Water Availability for a given Water Year, the District may impose a penalty against such WUA not to exceed the maximum surcharge rate set forth in the FCGMA Extraction Allocation Ordinance.

Article E. Temporary Assignment of Extraction Allocations

- E.1 To increase operational flexibility and water supply reliability, Private Extraction Allocations may be temporarily assigned to PVCWD Extraction Facilities or vice versa, subject to PVCWD General Manager approval and FCGMA approval in accordance with FCGMA Extraction Allocation Ordinance Article 9. Private Extraction Allocation assignments to PVCWD shall increase the affected WUA's Supplemental Water Availability in an amount equal to the Private Extraction Allocation assignment less any

adjustments deemed appropriate by the PVCWD General Manager including, but not limited to, estimated water distribution system losses.

Article F. Water Rights

F.1 Nothing in this Ordinance or in the annual determination of Supplemental Water Availability shall operate or be deemed to create, eliminate, interfere with, or in any way affect any water rights of Owners or Operators. Nor shall anything in this Ordinance or in the annual determination of Supplemental Water Availability shall be deemed to create, eliminate, interfere with, or in any way affect any water rights of PVCWD.

Article G. Severability

G.1 This Ordinance, except for those portions that are found to be invalid, would remain in full force and effect and continue to be valid. The Board of Directors hereby declares it would have passed this Ordinance and each section., subsection, sentence, clause or phase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application therefor to any person or circumstance be held invalid.

Article H. Repeal of Prior Inconsistent Ordinances

H.1 Any prior ordinances or portions of ordinances previously adopted by the District Board of Directors that are in conflict with this Ordinance, are repealed as of the Effective date of this Ordinance.

PASSED, APPROVED and ADOPTED by the Pleasant Valley County Water District Board of Directors on this _____ of September, 2022, by the following vote:

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

Thomas Vujovich, BOARD PRESIDENT

John Mathews, General Counsel

Jared Bouchard, GENERAL MANAGER

ATTEST:
APPROVED AS TO FORM:

Text of Ad: 09/01/2022

Notice is hereby given that the Pleasant Valley County Water District Board will conduct a Public Hearing on September 27, 2022, at 10:00 AM for the purpose of adopting Ordinance 22-01.

**ORDINANCE 22-01 of
THE PLEASANT VALLEY
COUNTY WATER
DISTRICT
AN ORDINANCE ESTABLISHING Supplemental
Water Availability**

The full text of the Ordinance is available for review on the Pleasant Valley County Water District website www.pleasantvalleycountywaterdistrict.com or in person at our Office located at 154 South Las Posas Road, Camarillo, Ca. 93010 between the hours of 8 AM to 4 PM on normal business days (Mon-Fri) 805-482-2119. A Summary of the ordinance is as follows:

The Ordinance will establish Supplemental Water Availability (SWA) limits for each irrigated acre within the Pleasant Valley County Water District Service Area. For Water Year 2022-2023 (Oct 1, 2022 - Sept. 30, 2023) the SWA limit is established at 2.41 acre feet per irrigated acre, water use in excess of the SWA may be subject to penalty at the discretion of Pleasant Valley County Water District Board. Additional Purposes of the ordinance are as follows:

A. Prescribe the process the Pleasant Valley County Water District Board will engage annually in the establishment of Supplemental Water Availability Limits for each water year, and

B. Establish sufficient rules, regulations, and processes in order to effectively administer a Supplemental Water Availability program

**Publish: September 6, 2022
Ad#5399061**

Public Notices

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Public Notices

please contact Todd Mitchell, Sr. Business Operations Manager, at (805) 621-7169 or via email at tmitchell@venturaharbor.com Tuesday through Friday, 8:00AM to 5:00PM.
Publish: September 6, 2022
Ad#5400368

NOTICE INVITING BIDS
Pursuant to statute and to the authorization approved by the City of Simi Valley, California, and on file in the office of the City Clerk of said City, **NOTICE IS HEREBY GIVEN** that sealed bids for Simi Valley Landscape District No. 1 Maintenance Services Contract C, Specification No. SV 22-32 will be received by the Deputy Administrative Services Director (Support Services), at City Hall, 2929 Tapo Canyon Road, Simi Valley, California, 93063, at or before 3:30 p.m., on September 29, 2022, at which time they will be publicly opened and read at or about said hour and date by the City's Deputy Administrative Services Director (Support Services) (or designated representative) at the above address.
No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.
No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.
This project is subject to compliance monitoring and enforcement by the DIR.
A non-mandatory pre-bid meeting is scheduled to be held on Wednesday, September 14, 2022 at 10:00 a.m., via Zoom. This is not a mandatory meeting, but attendance is highly recommended

Public Notices

other. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. The City further reserves the right to make award to the lowest responsive and responsible bidder as the interest of the City may require.
In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the Contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file at the California Department of Industrial Relations and are available to any interested party at www.dir.ca.gov/DLSR/PWD/Index.htm. Future effective wage rates, which have been predetermined, are on file with the Department of Industrial Relations, and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this Contract in the same manner as if they had been included or referenced in this Contract.
The contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.
Dated this 31st day of August, 2022.
CITY OF SIMI VALLEY, CALIFORNIA
s/Lucy Blanco, City Clerk
Legal Ad No. 7997/Acct. No. 275555, Ventura County Star
Publish: September 6, 2022
Ad#5398826

FILE NO.
2022100012821
FICTITIOUS BUSINESS NAME STATEMENT
THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:
ARMS PRINTING COMPANY, 13864 RANSOM ROAD, MOORPARK, CA 93021 County of VENTURA State of Incorporation/ Organization: CA

Public Notices

Common Law (See Section 14411 ET SEQ. B & P Code).
Publish: Aug 23, 30, Sept 6, 13, 2022 #5382382

Notice is hereby given that the Pleasant Valley County Water District Board will conduct a Public Hearing on September 27, 2022, at 10:00 AM for the purpose of adopting Ordinance 22-01.
ORDINANCE 22-01 OF THE PLEASANT VALLEY COUNTY WATER DISTRICT
AN ORDINANCE ESTABLISHING Supplemental Water Availability
The full text of the Ordinance is available for review on the Pleasant Valley County Water District website www.pleasantvalleycountywaterdistrict.com or in person at our Office located at 154 South Las Posas Road, Camarillo, Ca. 93010 between the hours of 8 AM to 4 PM on normal business days (Mon-Fri) 805-482-2119. A Summary of the ordinance is as follows:
The Ordinance will establish Supplemental Water Availability (SWA) limits for each irrigated acre within the Pleasant Valley County Water District Service Area. For Water Year 2022-2023 (Oct 1, 2022 - Sept. 30, 2023) the SWA limit is established at 2.41 acre feet per irrigated acre, water use in excess of the SWA may be subject to penalty at the discretion of Pleasant Valley County Water District Board. Additional Purposes of the ordinance are as follows:
A. Prescribe the process the Pleasant Valley County Water District Board will engage annually in the establishment of Supplemental Water Availability Limits for each water year, and
B. Establish sufficient rules, regulations, and processes in order to effectively administer a Supplemental Water Availability program
Publish: September 6, 2022
Ad#5399061

Notice is hereby given that the Pleasant Valley County Water District Board will conduct a Public Hearing on September 27, 2022, at 10:00 AM for the purpose of adopting Ordinance 22-02.
ORDINANCE 22-02 OF THE PLEASANT VALLEY COUNTY WATER DISTRICT AN ORDINANCE ADJUSTING FEES RELATED TO THE PROVISION OF WATER SERVICE
The full text of the Ordinance is available for review on the Pleasant Valley County Water District Website www.pleasantvalleycountywaterdistrict.com or in person at our Office

DIRECTORS

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

John D. Menne



PLEASANT VALLEY COUNTY WATER DISTRICT

PIONEER IN FOX CANYON AQUIFER CONSERVATION
SERVING AGRICULTURE SINCE 1956

154 S. LAS POSAS ROAD, CAMARILLO, CA 93010-8570
Phone: 805-482-2119
Fax: 805 484-5835

STAFF

Jared L. Bouchard
General Manager

General Counsel
Arnold, Bleuel, LaRochelle,
Mathews & Zirbel, LLP

September 27th 2022, SPECIAL MEETING

TO: BOARD OF DIRECTORS

FROM: GENERAL MANAGER

Subject: PUBLIC HEARING - ORDINANCE 22-02 P PLEASANT VALLEY COUNTY WATER DISTRICT AN ORDINANCE ADJUSTING FEES RELATED TO THE PROVISION OF WATER SERVICE

AGENDA ITEM: 7-B

At the Boards June 7th, 2022 meeting the Board reviewed the current rates and their efficacy in meeting the financial obligations of the District, in particular the Board received a breakdown of the increase in fees PVCWD is paying in the way of ground water pump fees. PVCWD last rate adjustment was implemented in October of 2020, since that time the cost of whole sale water cost to PVCWD has increased incrementally for United Water Conservation District, Conejo Creek Water and FCGMA fees have increased as well.

It is necessary for PVCWD to pass all or a portion of those increases on to maintain the financial stability of PVCWD. The Board directed staff to return with an ordinance that will implement an effective “pass through” rate increase of \$25 acft more to the existing rate of \$330 in order to fund the increased cost of water to PVCWD.

The PVCWD board conducted a First Reading of Ordinance 22-02 at its August 30, 2022 meeting. Public Notice of the September 27, 2022, hearing was published in the Ventura County Star on September 6, 2022.

The increases are summarized as follows:

Source	FY 20/21	FY 22/23	Difference
*UWCD	\$147.22	\$168.15	\$20.93
*FCGMA Pump Fees	\$20.00	\$55.00	\$35.00
Ground Water Total	\$167.22	\$223.15	\$55.93
Conejo Creek	\$185.00	\$206.00	\$21.00

*includes all zones or various pump fees combined

Ordinance 22-02 would become effective November 1, 2022, if adopted by the Board.

Recommendation:

- 1.) Conduct Public hearing, receive staff report, public testimony, and close public hearing.
- 2.) Perform second reading in title only and adoption of Ordinance 22-02 effective November 1, 2022.

Ordinance 22-02
PLEASANT VALLEY COUNTY WATER DISTRICT AN ORDINANCE ADJUSTING
FEES RELATED TO THE PROVISION OF WATER SERVICE

SECTION 1: Short Title

The Short Title of this Ordinance shall be: “**PVCWD Service Fee and Charges Adjustments Ordinance**” and may be cited as such.

SECTION 2: Purpose

“The purposes of this Ordinance are:

- a. In order to pass through increased wholesale water costs and increased regulatory pump charges, increase the cost of water that Pleasant Valley County Water District charges to its customers, and
- b. Establish such other fees, including stand by fees; reconnection fees; charges for water waste. Such fees are necessary for the ongoing operations and management of the District’s water service.”

Section 3: Definitions and Abbreviations.

- (a) “PVCWD” shall mean Pleasant Valley County Water District
- (b) “Recycled Water” shall mean in the broad sense, all water supplied by PVCWD
- (c) “Ac/ft “ shall mean one acre foot of water
- (d) “Turnout” shall mean any connection to the PVCWD for the purpose of providing PVCWD supplied water
- (e) “Idle Turnout” shall mean an existing turnout that has been locked off or has not been immediately available for use by the customer.
- (f) “Stand By Fee”- Shall mean a fee imposed for any turnout that is open and available for use by the customer.

Section 4: Metered Use Rates, Billing , Late Fees, Disconnection and Reconnection

The following rates are effective beginning at 12:01am on November 1, 2022:

Section 4.1 Metered Use Rates - The metered use rate for turnout delivered water in accordance with Supplemental Water Availability Limits as established by Pleasant Valley County Water District Ordinance 22-02 shall be: **\$355/ Ac/ft**

Section 4.2 Billing- The District shall deliver a monthly bill to each customer by the 5th of each month, the bills are due and payable by the 1st day of the following month of the billing date

- i. **Late Fees**- Any account that fails to pay the bill in full will incur a 6% late fee on any unpaid balance for the billing period.
- ii. **Disconnection for Non Payment**- Any account that is delinquent beyond 30 days after the due date shall be subject to termination in accordance with Resolution 17-01 or the then current Delinquent Account Policies adopted by the Pleasant Valley County Water District Board and be subject to \$150 dollar reconnection fee if service is terminated for non payment.

Section 4.3 Stand By Fees – A \$355/month fee shall be imposed for each turnout that uses less than one ac/ft of water per month in any one month billing cycle.

Section 4.4 Charges for Relocation or Abandonment of Metered Service. Charges for all meter relocation services will be billed at the District's actual cost plus a 15% administration fee to cover handling and billing costs on all materials as well as other related costs incurred by the District in connection with the provision of these services. An estimate of costs for each relocation or abandonment shall be available upon request from the District's General Manager.

Section 4.5 Reconnection Fees for Idle Turnouts- The following fees shall be imposed on each turnout where a customer request that an Idle Turnout be Restored to service:

The reconnection fee shall be calculated using the then effective Stand By Fees times the number of months the Turnout has been Idle.

Section 4.6 Prohibition of Water Waste- No Customer of PVCWD shall cause or allow the direct application or runoff from lands irrigated with PVCWD waters to reach or come in contact with roads or other prohibited drainage system consistent with applicable local, state , federal or other regulatory restrictions relating to the delivery of Recycled Water.

Violation of this section shall be subject to:

1. \$50 fine for a first offense
2. \$100 for second offense within a 12 month period and the termination of water service for 48hours.

3. \$300 for a third offense in a 12 month period and the termination of water service

SECTION 5: Effective Date

This Ordinance shall become effective at **12:01 a.m. on November 1 , 2022.**

SECTION 6: Publication

Upon adoption, this Ordinance shall be published in title and general description only in a newspaper of general circulation within the District's general area of service.

SECTION 7: Repeal of Ordinances

Ordinance 20-01 is repealed and replaced by Ordinance 22-02

SECTION 8: Severability

In the event that any section, clause or portion of this Ordinance is found to be invalid, the validity of the remaining sections of the Ordinance shall not be affected.

PASSED, APPROVED and ADOPTED by the Pleasant Valley County Water District Board of Directors on this ___ **day of September, 2022**, by the following vote:

AYES: Directors:

NOES: Directors:

ABSENT: Directors:

Thomas Vujovich, BOARD PRESIDENT

John Mathews, General Counsel

Jared Bouchard, GENERAL MANAGER

ATTEST:
APPROVED AS TO FORM:

Text of Ad: 09/01/2022

Notice is hereby given that the Pleasant Valley County Water District Board will conduct a Public Hearing on September 27, 2022, at 10:00 AM for the purpose of adopting Ordinance 22-02.

ORDINANCE 22-02 OF THE PLEASANT VALLEY COUNTY WATER DISTRICT AN ORDINANCE ADJUSTING FEES RELATED TO THE PROVISION OF WATER SERVICE

The full text of the Ordinance is available for review on the Pleasant Valley County Water District Website www.pleasantvalleycountywaterdistrict.com or in person, at our Office located at 154 South Las Posas Road, Camarillo, Ca. 93010 between the hours of 8 AM to 4 PM on normal business days (Mon-Fri) 805-482-2119. A Summary of the ordinance is as follows:

The Ordinance will impose a new delivered water rate of \$355.00/ acre foot, effective November 1, 2022. Additional purposes of the ordinance are:

A. In order to pass through increased wholesale water costs and increased regulatory pump charges, increase the cost of water that Pleasant Valley County Water District charges to its customers, and

B. Establish such other fees, including stand by fees; reconnection fees; charges for water waste. Such fees are necessary for the ongoing operations and management of the District's water service."

**Publish: September 6, 2022
Ad#5399061**

September 6, 2022, and comments must be to: Scott Kolwitz, City Development, 10000 Jaks Boulevard, Thousand Oaks, CA 91320. Comments to: Scott Kolwitz, City Development, 10000 Jaks Boulevard, Thousand Oaks, CA 91320.

Information: The IS/MND web site at: www.cityofsimivalley.com contains copies of the MND and the IS/MND. For more information, contact the City Clerk at (805) 222-3333, ext. 3333, or visit the City Clerk's Office at 10000 Jaks Boulevard, Thousand Oaks, CA 91320.

Notice of future public meetings:

Business AS:

Business under the fictitious name is true and correct. No material facts are omitted, and the registrant is not guilty of a misdemeanor under the provisions of Section 17920.

City Clerk of Ventura County:

Section 17920, a contract at the end of five years from the date of the contract. The facts set forth in this statement are true and correct. I declare that all information in this statement is true and correct. (A registrant who declares information as true any material matter pursuant to Section 17913 of Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).) /s/ Enrique A. Marquez, Managing Member

Valuation of the:

must conform to requirements: units must be 11 Grade Level 2 units and: be marine grade steel or craft grade aluminum construction with protection for display

compatible with single phase provide no less than

more than 40 amps

units should be of better rating. may be given to X or 4X ratings additional protection corrosion pedestal/bollard with stainless steel hardware have SAE J1772 connector have 18' charging num ENERGY STAR

(UL-50E) certi-

cellular network TE-4G or better) be Open charge col (OCPP) com-

be Over the air ate enabled e California Type Program rtified

12. The units will be operated in an outdoor environment near the ocean. Devices and hardware should be suitable for the conditions. V. REQUIREMENTS FOR RFP RESPONSE - Proposals should include:

1. A proposed cost based on the specifications herein including a statement regarding proposed network service from Approved Network Provider(s) and optional future warranty pricing for years two through five.
2. Statements of qualifications concisely verifying compliance of the units with the requirements above.
3. Statements regarding the suitability of the units for use in an outdoor environment near the sea.
4. Statement verifying that the units shall be available for delivery by January 1, 2023.
5. Detailed summary of responding entity or organization.
6. At least three references that use the same product including contact names and phone numbers.
7. A one-page statement of any other relevant factors that should be considered by the DISTRICT in evaluating the proposal may be provided.
8. Awarded service provider will enter into a service contract with the district. Upon execution of service agreement terms for payment will be agreed on a monthly net 30 schedule.

VI. REVIEW & SELECTION PROCESS
The DISTRICT reserves the right to reject any or all proposals submitted. Although in principle, the DISTRICT intends to award to the lowest responsible bidder, the DISTRICT reserves the right to compare the relative merits of the respective bids and to choose that which in the opinion of the DISTRICT will best serve the interests or need of the DISTRICT. During the evaluation process, the DISTRICT reserves the right to request additional information or allow corrections of errors or omissions. The DISTRICT reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. It is anticipated the selection of the charging units will be completed by September 21, 2022.

VII. BACKGROUND
The District is the owner/operator of the Ventura Harbor and Ventura Harbor Village. The Harbor is a 274-acre multiple use recreational and commercial fishing small craft harbor. The Ventura Harbor is a premier recreational harbor in Ventura County offering a variety of amenities for boater enthusiasts and visitors, including easy access to the Channel Islands, recreational fishing activities, boat-yards, fuel docks, tours, rentals, cruises, yacht clubs and public launch ramp. Ventura Harbor has five marinas with 1,500 boat slips. The Ventura Harbor Village is a vibrant mixed-use seaside attraction with bo-

for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

A non-mandatory pre-bid meeting is scheduled to be held on **Wednesday, September 14, 2022 at 10:00 a.m., via Zoom. This is not a mandatory meeting, but attendance is highly recommended.**

SCOPE OF WORK:
The Contract provides for the complete landscape care for the Simi Valley Landscape District No. 1 Maintenance Services, Contract C, including routine maintenance and all appurtenant work required for a total of 23 sites, approximately 27.78 acres of landscape divided into 12 Zones and 11 Areas located in the public rights-of-way, including certain landscape easements in areas throughout the City.

The Contract also provides for additional/potential site upgrade work and change orders for Contract C including site upgrade, repair work due to traffic collisions, or other such work not included in the baseline maintenance project.

The term of this CONTRACT shall be until the 30th day of September 2024. The CONTRACT may be extended for a maximum of three (3) additional one-year terms upon mutual written consent of the City Council and CONTRACTOR.

The Proposal shall be submitted and the work shall be performed by a State of California C27 landscape licensed contractor in strict conformance with Specification No. SV 22-32, and now on file in the City's Department of Public Works and the office of the City Clerk.

A copy of the plans and specifications can be viewed and downloaded at www.simivalley.org/BidsAndProposals.

It is the bidder's responsibility to check the City's website for any addenda that may be issued for this project prior to submittal of the bid. Failure to submit required addenda with the bid disqualifies the bidder.

Copies of plans and specifications may be obtained by prospective bidders from the Department of Public Works at 2929 Tapo Canyon Road, Simi Valley, California 93063, upon the payment of \$25.00, plus \$10.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to the Maintenance Superintendent, Department of Public Works, at (805) 583-6450. All prospective bidders

Section 22200.
Dated this 31st day of August, 2022.
CITY OF SIMI VALLEY, CALIFORNIA
s/Lucy Blanco, City Clerk
Legal Ad No. 7997/Acct. No. 275535, Ventura County Star
Publish: September 6, 2022
Ad#5398826

FILE NO.
2022100012821
FICTITIOUS
BUSINESS NAME
STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:
ARMS PRINTING COMPANY, 13864 RANSOM ROAD, MOORPARK, CA 93021 County of VENTURA State of Incorporation/ Organization: CA
Full Name of Registrant: ARMS PRINTING COMPANY, LLC
13864 RANSOM ROAD MOORPARK, CA 93021
This Business is conducted by A Limited Liability Company

The registrant commenced to transact business under the fictitious business name or names listed above on N/A

I declare that all information in this statement is true and correct. (A registrant who declares information as true any material matter pursuant to Section 17913 of Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).) /s/ Enrique A. Marquez, Managing Member

THIS STATEMENT WAS FILED WITH THE COUNTY CLERK OF VENTURA COUNTY ON 08/17/2022

NOTICE - In accordance with subdivision (a) of Section 17920, a fictitious name statement generally expires at the end of five years from the date on which it was filed in the office of the county clerk, except, as provided in subdivision section 17920 where it expires: 40 days after any change in the facts set forth in the statement pursuant to section 17913 other than a change in residence address or registered owner. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under Federal, State, or

Homes *Love the house. Know the neighborhood.*

Publish: September 6, 2022
Ad#5399061

Notice is hereby given that the Pleasant Valley County Water District Board will conduct a Public Hearing on September 27, 2022, at 10:00 AM for the purpose of adopting Ordinance 22-02.

ORDINANCE 22-02 OF THE PLEASANT VALLEY COUNTY WATER DISTRICT AN ORDINANCE ADJUSTING FEES RELATED TO THE PROVISION OF WATER SERVICE

The full text of the Ordinance is available for review on the Pleasant Valley County Water District Website www.pleasantvalleycountywaterdistrict.com or in person, at our Office located at 154 South Las Posas Road, Camarillo, Ca. 93010 between the hours of 8 AM to 4 PM on normal business days (Mon-Fri) 805-482-2119. A Summary of the ordinance is as follows:

The Ordinance will impose a new delivered water rate of \$355.00/ acre foot, effective November 1, 2022. Additional purposes of the ordinance are:

A. In order to pass through increased wholesale water costs and increased regulatory pump charges, increase the cost of water that Pleasant Valley County Water District charges to its customers, and

B. Establish such other fees, including stand by fees; reconnection fees; charges for water waste. Such fees are necessary for the ongoing operations and management of the District's water service."

Publish: September 6, 2022
Ad#5399061

Notice of Self Storage Sale

Please take notice US Storage Centers - Simi Valley located at 2073 Royal Ave. Simi Valley, CA 93065 intends to hold an auction to sell the goods stored by the following tenants at the storage facility. The sale will occur as an online auction via www.storage-treasures.com on 9/15/2022 at 10:00AM. Unless stated otherwise the description of the contents are household goods and furnishings. William Flores; Bayley Portia Stewart; Michael Anthony Ramirez Sr. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.

Publish: Aug 30, Sept 6, 2022
#5381383

SELL YOUR CAR

FIND A HOME

GET A JOB

ADOPT A PET

DIRECTORS

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

John D. Menne



PLEASANT VALLEY COUNTY WATER DISTRICT

PIONEER IN FOX CANYON AQUIFER CONSERVATION
SERVING AGRICULTURE SINCE 1956

154 S. LAS POSAS ROAD, CAMARILLO, CA 93010-8570
Phone: 805-482-2119
Fax: 805 484-5835

STAFF

Jared L. Bouchard
General Manager

General Counsel
Arnold, Bleuel, LaRochelle,
Mathews & Zirbel, LLP

September 27, 2022 SPECIAL MEETING

TO: BOARD OF DIRECTORS

FROM: General Manager

**SUBJECT: CONSIDER SUSTAINABLE GROUNDWATER MANAGEMENT
ACT IMPLEMENTATION SUBGRANT AGREEMENT- Between
Fox Canyon Groundwater Management Agency and Pleasant Valley
County Water District**

AGENDA ITEM: 7C

Background:

On December 17, 2021 the Department of Water Resources (DWR) released the final Guidelines and Proposal Solicitation Package (PSP) for the SGM Implementation Grant Program. In round 1 there is \$7.6 million available to each critically over drafted (COD) basin. DWR has designated both the Oxnard and Pleasant Valley Basins as COD.

In order to expedite the execution of grant agreements and get funding out to eligible applicants, DWR developed a self – evaluation checklist and scoring criteria that must be used to determine those projects that are most competitive in the basin.

For the Pleasant Valley Basin a total of 10 projects were submitted for consideration. Each project was ranked for competitiveness utilizing the DWR scoring criteria, a cross section of basin users was convened by the FCGMA to form a Projects Committee to review the scoring and provide input. The 2 projects submitted by PVCWD received the highest ranking within the PV Basin and were recommended for funding.

On February 8th, 2022 the PVCWD Adopted Resolution 22-02 authorizing the General Manager to submit a DWR Grant Application for the 2 Projects to be funded from the Pleasant Valley Basin funding pool.

Discussion:

The FCGMA is the designated Groundwater Sustainability Agency and is technically the grant recipient from DWR, the attached Subgrant Agreement sets forth mutual and individual obligations of PVCWD and FCGMA necessary to administer “The Grant” and receive reimbursement under the program. The Pleasant Valley Basin Grant is attached

to this agreement as it is a party to and referenced in the Sub Grant Agreement. The PVCWD projects are listed as components 2 and 3 in the Pleasant Valley Basin Grant.

All the agencies receiving funding under the program are being required to share in FCGMA grant administration fees. Those fees are being divided on a prorated share based on the amount of the grant funds being awarded in each basin. For PVCWD the below is a schedule of administration fee payments PVCWD will pay to the FCGMA:

Payment	Date Due	Amount
1	11/8/2022	\$21,970
2	8/1/2023	\$21,970
3	8/1/2024	\$21,970
4	8/1/2025	\$21,970
Total:		\$87,880

As stated earlier PVCWD submitted 2 projects for consideration. Those projects are as follows:

1. PVCWD Recycled Connection Pipeline
 - a. \$5.6 million total project cost
 - b. \$5.26 million in grant funding
 - c. \$340K PVCWD funding

2. PVCWD Private Reservoir Pilot Program
 - a. \$590k total project cost
 - b. \$550 k in grant funding
 - c. \$40k PVCWD funding

PVCWD will has until June 30, 2025 to complete the projects. To date PVCWD and its contract consultant have completed significant work on the projects. Those accomplishments include:

1. Completion of the hydraulic model
2. Pipe Sizing determination
3. Initial Pipe line alignment and geotechnical reports
4. Environmental Reports
5. Private Reservoir Program Pilot Program Frame Work
6. Meter Modification selections and acquisition in process
7. Native American Notice and Consultation Completed

Recommendation: Authorize the General Manager to execute the agreement

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT
IMPLEMENTATION SUBGRANT AGREEMENT**

**Between Fox Canyon Groundwater Management Agency and
Pleasant Valley County Water District**

This Sustainable Groundwater Management Act Implementation Subgrant Agreement (“Agreement”) is made this 9th day of September, 2022, between Fox Canyon Groundwater Management Agency (hereinafter called “Agency”), and Pleasant Valley County Water District (hereinafter called “Subgrantee”) regarding the approved grant funded project components known as Component 2: PVCWD Recycled Water Connection Pipeline, Component 3: PVCWD Private Reservoir Program (“Project Component[s]”).

WHEREAS, the Agency submitted a grant application to the California State Department of Water Resources (“State”) for a 2021 Sustainable Groundwater Management Grant Program SGMA Implementation Round 1 Grant for the Pleasant Valley Basin for six (6) component implementation projects throughout the Pleasant Valley Basin, including the Project Component[s];

WHEREAS, the State has approved the grant application of the Agency and requires that the grant agreement be entered into with a single eligible grant recipient;

WHEREAS, Agency is an eligible grant recipient and is willing to serve as the single grantee under the grant agreement with the State, to enter into subgrant agreements with project proponents for State-approved project components in the grant application and to act, with the assistance of a contractor, as the administrator of the grant;

WHEREAS, Subgrantee has requested that the Agency perform the function of administrator under the grant and is willing to pay its share of Agency’s costs in

administering the grant;

WHEREAS, Subgrantee wishes to carry out the approved Project Component[s] and consents to implementing the Project Component[s] through this Agreement;

WHEREAS, Subgrantee is willing to meet all requirements under the grant agreement for the Project Component[s];

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. Agency shall act as grantee under the 2021 Sustainable Groundwater Management Grant Program SGMA Implementation Round 1 Grant and shall enter into the grant agreement with the State to implement the approved project components in the grant and to administer grant requirements. The Agency may contract a third party for the administrative services called for in the grant agreement.
2. Agency shall reimburse grant funds to Subgrantee for work on the Project Component[s] for activities completed in accordance with the terms of the grant agreement, but only upon receipt of grant funds for that work from the State.
3. Agency shall timely submit invoices, reports, and assurances received from Subgrantee prepared to meet the accounting, reporting and other requirements in the grant agreement for the Project Component[s].
4. Subgrantee shall maintain accounts for the Project Component[s] in accordance with the grant agreement.
5. a) Subgrantee shall carry out the Project Component[s] in accordance with all requirements for the Project Component[s] set forth in the grant agreement. Wherever the Agreement refers to the grant agreement, it shall mean the grant agreement attached

hereto as Exhibit 1 and any amendment or modification of Exhibit 1. Subgrantee shall fulfill all assurances, declarations, representations and commitments made by Subgrantee in support of Subgrantee's request for grant funds. Subgrantee shall meet all requirements and limitations of the grant agreement for the Project Component[s], including but not limited to Section D.19. GRANTEE'S RESPONSIBILITIES of the Standard Conditions to the grant agreement.

b) Subgrantee shall immediately provide notice to Agency in the event Subgrantee wishes to alter the schedule, materials, methods or deliverables related to the Project Component[s] as set forth in the grant agreement. Agency shall timely forward Subgrantee's request for alteration for State consideration.

c) As Agency is acting as grantee under the grant agreement, Subgrantee's questions and other communications related to the grant agreement or performance of work under the grant agreement shall be directed to Agency for resolution with the State.

6. Subgrantee shall provide all necessary environmental review and obtain all required permits for the Project Component[s].

7. a) Agency and Subgrantee agree that the initial budget for the Project Component[s] are: \$5,260,000 for Component 2, and \$550,000 for Component 3, a total of \$5,810,000. This budget may be adjusted in accordance with the grant agreement.

b) There shall be paid by Subgrantee to Agency, or withheld from disbursements to Subgrantee, to fund Agency's ongoing administrative services as grant administrator an amount not to exceed \$87,880. Agency may utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. The first year's payment shall be made within 60 days of

entering into the Agreement. Thereafter, Subgrantee shall on or before August 1st of each fiscal year that it is carrying out the Project Component[s] make payments to Agency as set forth in Exhibit 2 attached hereto or on such other schedule acceptable to Agency to fund Agency's services for grant administration. As an alternative to the payment schedule set forth above, Subgrantee's costs share for ongoing administrative services may be withheld by Agency from grant funds disbursed to Subgrantee for work on the Project Component[s]. Subgrantee shall pay Agency additional amounts as billed by Agency at applicable hourly rates for any additional costs of administrative services caused by delays of Subgrantee.

8. Subgrantee shall provide Agency with access to all facilities funded under this Agreement at all reasonable times during construction and thereafter as provided in the grant agreement. The access obligations under this Section 8 shall survive the termination of this Agreement.

9. Subgrantee guarantees that all monies it receives for the Project Component[s] from the State under the grant agreement shall solely and exclusively be used for the purposes set out in this Agreement for the Project Component[s]. Subgrantee shall be fully and solely responsible for any audit disallowances for the Project Component[s] under the grant agreement and shall return the full amount of any such disallowance to Agency within thirty (30) days of written notice thereof. Subgrantee agrees to indemnify and defend and hold Agency harmless from any claims asserted against Agency by the State for the return of monies as a result of any audit disallowance for the Project Component[s]. Subgrantee's responsibility for return of monies under this Section 9 shall survive the termination of this Agreement.

10. Agency shall have no responsibility for maintenance of and insurance for the Project Component[s].

11. Agency is not acting as a surety. This Agreement is not a performance, payment, completion or labor and materials bond. Agency does not guarantee or warrant that construction of the Project Component[s] will proceed, be completed, or that the grant funds for the Project Component[s] will be sufficient to meet incurred expenses. Agency does not guarantee or warrant the plans and specifications for the Project Component[s]. Agency does not guarantee or warrant any estimated construction costs or budgets set forth in either the grant application or grant agreement. Agency shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of the Project Component[s] under this Agreement. Instead, Agency is only acting as a conduit: 1) for transfer of grant monies to Subgrantee for the Project Component[s] in furtherance of the grant agreement and 2) for the transmission of invoices, reports, financial information and state disclosure assurances and other information required by the grant agreement to be transmitted from the Subgrantee to the State.

12. Agency does not guarantee or warrant that it will pay any invoice submitted by Subgrantee until monies for approved invoices have actually been transmitted by the State to Agency. Agency assumes no liability to any entity, including but not limited to, Subgrantee and any contractors and subcontractors on the Project Component[s] for any delays by the State in approval or transmittal of grant monies to Agency.

13. Subgrantee shall be responsible for securing insurance protection against loss or damage to the Project Component[s] and any pre-purchased materials from any source, including but not limited to the following: fire, earthquake, vandalism and theft.

Agency shall not be liable for any loss or damage resulting from the failure to secure any such insurance.

14. Agency shall not be obligated to recognize any assignment of the Agreement by Subgrantee to any third party, except as agreed to in writing by both Agency and Subgrantee.

15. Subgrantee shall proceed with all reasonable diligence in: (i) the commencement and completion of the Project Component[s]; (ii) submission of plans, specifications, written reports, data, financial information, insurance, bonds, assurances and other information or documentation required by the grant agreement for the Project Component[s]; and (iii) submittal of requests for payment fully compliant with the grant agreement, and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for the Project Component[s].

16. If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

17. This Agreement is only for the benefit of the parties and not for the benefit of any third party. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of Subgrantee and Agency. Subgrantee agrees to be fully responsible to Agency for the acts and omissions of its contractors and subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Subgrantee. Subgrantee's obligation to pay its contractors

and subcontractors is independent of the obligation of the State to transmit monies to Agency, and Agency's obligation to transmit monies to Subgrantee. As a result, Agency shall have no obligations to pay monies to any contractor or subcontractor of Subgrantee.

18. For three years after completion of the Project Component[s] or as otherwise required by the grant agreement, Subgrantee shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for the Project Component[s]; and (ii) requests for payment from Subgrantee. Upon prior written request, Subgrantee shall provide reasonable access to inspect such records during normal business hours.

19. Except as otherwise provided herein, the term of this Agreement shall be the same as, and coincide with, the term of the grant agreement.

20. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be sent to the following representatives for the parties:

SUBGRANTEE:

Pleasant Valley County Water District
154 South Las Posas Road
Camarillo, CA 93010
ATTN: Jared Bouchard

AGENCY:

Fox Canyon Groundwater Management Agency
800 South Victoria Avenue
Ventura, CA 93009-1610
ATTN: Kimball Loeb

A party may change representative upon written notice to the other party.

21. The parties agree that if Subgrantee abandons carrying out the Project Component[s] or fails to cure any breach of this Agreement within 30 days of receipt of

Notice of Breach from Agency, then Agency may, in its sole discretion, serve written notice to Subgrantee that Agency intends to terminate this Agreement due to Subgrantee's breach in 30 days and thereafter, if the breach is not timely and reasonably cured, terminate this Agreement.

22. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The parties agree that venue for any action, suit or other legal proceeding concerning this Agreement shall be in Ventura County.

23. No variation, modification, change, or amendment of this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by each party. This Agreement shall not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties.

24. It is agreed by the parties that: (a) if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the grant, or (b) if the State otherwise exercises its right to withhold grant funding for the Project Component[s], then this Agreement shall be of no force and effect and shall terminate if the grant agreement is canceled by the State. In this event, except for those monies already received from State and approved for payment for work on the Project Component[s], Agency shall have no liability to transmit any monies for work on the Project Component[s] to Subgrantee. Subgrantee agrees to indemnify and defend and hold Agency harmless from any claims asserted against Agency by any entity in the event that the applicable federal or state budget act does not appropriate sufficient funds for the Project Component[s]. The

indemnification and defense obligations under this Section 24 shall survive the termination of this Agreement.

25. Subgrant shall ensure that Agency shall be named as an additional insured, and insured in the same amount as Subgrantee, on all insurance policies which Subgrantee is required to obtain pursuant to the grant agreement. Subgrantee agrees to provide Agency with written documentation that it has been so named as an additional insured on all insurance policies.

26. To the extent permitted by law, Subgrantee shall fully indemnify, defend, and hold Agency, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorney's fees, judgments, awards or liabilities arising out of this Agreement, Subgrantee's work on the Project Component[s] or Subgrantee's compliance with the terms and conditions of the grant agreement. The indemnification and defense obligations under this Section 26 shall survive the termination of this Agreement.

27. This Agreement shall terminate upon the earlier of: (i) September 30, 2025; (ii) completion of all obligations under the Agreement; or (iii) termination of the Agreement by Agency due to breach as set forth in Paragraph 21.

28. Each of the parties represents and warrants that each person signing this Agreement on behalf of any of the parties has legal authority to sign this Agreement and bind that party.

29. This Agreement has been negotiated between the parties and shall not be construed against any party as the drafting party.

30. This Agreement constitutes the entire agreement between the parties with

respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

31. This Agreement will be considered binding and effective when it has been fully executed by the parties. This Agreement may be executed in counterpart originals, with all components taken as a whole constituting the complete Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Jeff Pratt, Executive Officer
Fox Canyon Groundwater Management Agency

Jared Bouchard, General Manager
Pleasant Valley County Water District

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
FOX CANYON GROUNDWATER MANAGEMENT AGENCY
AGREEMENT NUMBER 4600014641**

SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Fox Canyon Groundwater Management Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. PURPOSE. The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Implementation Project for the Pleasant Valley Basin (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is to implement SGMA as outlined in the Grantee's Groundwater Sustainability Plan (GSP) or Alternative to a GSP. The provision of State funds pursuant to this Agreement shall not be construed or interpreted to mean that the Groundwater Sustainability Plan (GSP) or Alternative to GSP, or any components of the GSP, implemented in accordance with the Work Plan as set forth in Exhibit A will be: adopted by the applicable Groundwater Sustainability Agency (GSA); obtain the necessary desirable results of Sustainable Management Criteria; or, meet all of the evaluation and assessment criteria when submitted to DWR as required by the SGMA and implementing regulations.
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on SEPTEMBER XX, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by APRIL 30, 2025, and no funds may be requested after JUNE 30, 2025.
3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$7,600,000.
4. GRANTEE COST SHARE. Not applicable.
5. BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project under this Grant Agreement until the Grantee has satisfied the following conditions:
 - A. The Grantee must demonstrate compliance with all eligibility criteria set forth on Pages 7 through 13 of the *SGM Grant Program 2021 Guidelines* (2021 Guidelines).
 - B. For the term of this Grant Agreement, the Grantee submits Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A, "Work Plan" of this Grant Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) process and/or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - a. The Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form (EIF) to the State,
 - b. Documents that satisfy the CEQA process are received by the State,
 - c. The State has completed its CEQA compliance review as a Responsible Agency, and

- d. The Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. The Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

iii. A monitoring plan as required by Paragraph 14, "Project Monitoring Plan Requirements."

6. DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after DECEMBER 17, 2021, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or Spending Plan.
- B. Costs associated with the formation of a GSA(s) or other board formation that is responsible for implementing SGMA.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supplies.
- G. Replacement of existing funding sources for ongoing programs.
- H. Travel and per diem costs, except for mileage.
- I. Support of existing agency requirements and mandates.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Meals, food items, or refreshments.
- L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Overhead and indirect costs: "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee via US mail or Express mail delivery of a "wet signature" invoice or an electronic invoice certified and transmitted via DocuSign for costs incurred and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices must accompany a Quarterly Progress Report and shall be submitted within no later than sixty (60) days following the end of the calendar quarter (e.g. submitted by May 30th, August 29th, November 29th, and February 28th). The State will notify the Grantee, in a timely manner, whenever, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice. If backup documentation provided is outside of the period identified in the particular invoice, the Grantee must provide justification within the associated Quarterly Progress Report and note the discrepancy on the Invoice Submittal Summary Sheet.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget". The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".

Original signature and date (in ink) of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Derek Cheung at P.O. Box 942836, Sacramento, CA 94236-0001 or an electronic signature certified and transmitted via DocuSign from authorized representative to Derek Cheung at Derek.Cheung@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. The Grantee will be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11. CONTINUING ELIGIBILITY. The Grantee must meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:
- A. The Grantee must continue to demonstrate eligibility and the groundwater basin must continue to be an eligible basin as outlined in the 2021 Guidelines and 2021 PSP.
 - B. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - C. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - D. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - E. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - F. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Grant Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS), or an equivalent online submittal tool. If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, or an equivalent online submittal tool, and the State's Grant Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, the Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report and associated quarterly invoice should be submitted to the State no later than NOVEMBER 30, 2022, with future reports then due on successive three-month increments based on the invoicing schedule and this date. The DWR Grant Manager will provide a Quarterly Progress Report template that shall be used for the duration of the Agreement.

- B. Groundwater Sustainability Plan or Alternative: The Grantee shall ensure that any updates to the GSP or Alternative shall be formatted, drafted, prepared, and completed as required by the GSP Regulations, and in accordance with any other regulations or requirements that are stipulated through SGMA.
- C. Component Completion Report(s): The Grantee shall prepare and submit to the State a separate Component Completion Report for each component included in Exhibit A, "Work Plan". The Grantee shall submit a Component Completion Report within ninety (90) calendar days of component completion or before the work completion date in Paragraph 2, whichever is earliest. Each Component Completion Report shall include, in part, a description of actual work done, any changes or amendments to each component, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Component Completion Report shall also include, if applicable, certification of final component by a California Registered Civil Engineer (or equivalent registered professional as appropriate), consistent with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
- D. Grant Completion Report: Upon completion of the Project included in Exhibit A, "Work Plan" the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibit F, "Report Formats and Requirements". Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State. The Grantee must submit the draft Grant Completion Report to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date listed in Paragraph 2. The Grantee must obtain the DWR Grant Manager's approval of the report within 30 days after the work completion date.
- E. Post-Performance Reports (PPRs): The Grantee shall submit PPRs to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the completed project begins operation.
- F. Deliverable Due Date Schedule: The Grantee shall submit a Deliverable Due Date Schedule within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the Deliverable Due Date Schedule has been received by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.
- G. Environmental Information Form (EIF): Prepare and submit the EIF within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager.
13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable

for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14. PROJECT MONITORING PLAN REQUIREMENTS. As required in Exhibit A, "Work Plan", a Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post Performance Monitoring Report requirements as defined and listed in Exhibit J, "Monitoring and Maintenance Plan Components". The SGM Grant Program has developed post construction monitoring methodologies that shall be used for the Post Performance Reporting.
15. STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Wat. Code, § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G, "Requirements for Data Submittal" for web links and information regarding other State monitoring and data reporting requirements.
16. NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. For implementation/construction Projects, final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.18, "Final Inspections and Certification of Registered Civil Engineer." The Grantee shall notify the State's Grant Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.

- C. By “overnight” delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
 Manager, Division of Regional Assistance
 P.O. Box 942836
 Sacramento, CA 94236-0001
 Phone: (916) 902-6713
 Email: Arthur.Hinojosa@water.ca.gov

Fox Canyon Groundwater Management Agency

Jeff Pratt
 Executive Officer
 800 S Victoria Avenue
 Ventura, CA 93009-1600
 Phone: (805) 654-2073
 Email: Jeff.Pratt@ventura.org

Direct all inquiries to the Grant Manager:

Department of Water Resources

Derek Cheung
 Engineering Geologist
 715 P Street, 6th Fl.
 Sacramento, CA 95814
 Phone: (916) 902-7085
 Email: Derek.Cheung@water.ca.gov

Fox Canyon Groundwater Management Agency

Kimball Loeb
 Groundwater Manager
 800 S Victoria Avenue
 Ventura, CA 93009-1610
 Phone: (805) 650-4083
 Email: Kim.Loeb@ventura.org

Either party may change its Grant Manager, Project Representative, or Project Manager upon written notice to the other party.

20. STANDARD PROVISIONS AND INTEGRATION. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A– Work Plan

Exhibit B– Budget

Exhibit C– Schedule

Exhibit D– Standard Conditions

Exhibit E– Authorizing Resolution Accepting Funds

Exhibit F– Report Formats and Requirements

Exhibit G– Requirements for Data Submittal

Exhibit H– State Audit Document Requirements and Funding Match Guidelines for Grantees

- Exhibit I– Project Location
- Exhibit J– Monitoring and Maintenance Plan Components
- Exhibit K– Local Project Sponsors
- Exhibit L– Appraisal Specifications
- Exhibit M– Information Needed for Escrow Process and Closure
- Exhibit N– Project Monitoring Plan Guidance
- Exhibit O– Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Fox Canyon Groundwater Management Agency

Arthur Hinojosa
Manager, Division of Regional Assistance

Jeff Pratt
Executive Officer

Date _____

Date _____

Approved as to Legal Form and Sufficiency

_____ for
Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date _____

Exhibit A

WORK PLAN

Project Title: Implementation Project for the Pleasant Valley Basin

Project Description: The Work Plan includes activities associated with planning and development, as well as implementation projects for the Pleasant Valley Basin (Basin) including installation of recycled water connection pipeline, private reservoir program and a stormwater diversion feasibility study. The Project also consists of install up to 6 monitoring wells for identifying data gaps in optimizing the existing monitoring network. The Work Plan includes six components:

Component 1: Grant Agreement Administration

Component 2: Pleasant Valley County Water District (PVCWD) Recycled Water Connection Pipeline

Component 3: Pleasant Valley County Water District Private Reservoir Program

Component 4: Fox Canyon Groundwater Management Agency (FCGMA) Multi-Depth Monitoring Well Installation in the Pleasant Valley Basin (PVB)

Component 5: Fox Canyon Groundwater Management Agency Monitoring Well Installation

Component 6: Camarillo Stormwater Diversion to Water Reclamation Plant (WRP) Feasibility Study

COMPONENT 1: GRANT AGREEMENT ADMINISTRATION

Category (a): Grant Agreement Administration

Prepare reports detailing work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement. Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports and should be submitted to the DWR Grant Manager for review to receive reimbursement of Eligible Project Costs. Collect and organize backup documentation by component, budget category, and task and prepare a summary Excel document detailing contents of the backup documentation organized by component, budget category, and task.

Prepare and submit the Environmental Information Form (EIF) within 30 days of the execution date of the Grant Agreement. No invoices will be reviewed or processed until the EIF has been received by the DWR Grant Manager. Submit a deliverable due date schedule within 30 days of the execution date of the Grant Agreement to be reviewed and approved by the DWR Grant Manager. Any edits to the schedule must be approved by the DWR Grant Manager and the revised schedule saved in the appropriate project files.

Prepare the Draft Grant Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the work completion date listed in Paragraph 2. DWR's Grant Manager will review the Draft Grant Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Completion Report addressing the DWR Grant Manager's comments prior to the work completion date. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the work completion report. However, all charges accrued after the work completion date in Paragraph 2 will not be reimbursed. The retention invoice must be received, process, and through DWRs accounting office by the all funds must be requested by date outlined in Paragraph 2. All deliverables listed within the Work Plan shall be submitted with the Final Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- EIF
- Deliverable due date schedule
- Quarterly Progress Reports, Quarterly Invoices, and all required backup documentation
- Draft and Final Grant Completion Reports

COMPONENT 2: PVCWD RECYCLED WATER CONNECTION PIPELINE

Implementing Agency: PVCWD

Component 2 will design and install a new pipeline, minimum of 5,300 ft, spanning from Wood Rd east towards Las Posas Rd in Oxnard, Ca. Preliminary engineering, including hydraulic modeling and site surveys, will confirm the size and route of the pipeline. This will create a more effective and efficient PVCWD distribution system by connecting the east and west transmissions mains within the PVCWD's service area and connecting PVCWD to the adjacent United Water Conservation District (UWCD) Pumping Trough Pipeline (PTP) system. Component 2 will allow for an increase in the volume of water that can be harvested from the Conejo Creek when it is available. The District estimates that up to 4,000 acre-feet-per-year (AFY) of recycled water will be available from the City and another 1,000 to 2,000 AFY of surface water is available for harvest from the Conejo Creek Diversion.

Category (a): Component Administration

Prepare reports detailing Component 2 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 2 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 2 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 2 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Submit the final Initial Study (IS) and CEQA documents(s) for Component 2 to the DWR Grant Manager for review and concurrence prior to advertising Component 2 for bids and construction activities. Construction may not begin and no costs for Category (c), Task 2 may be incurred until the State has reviewed the CEQA document(s), completed its CEQA responsible agency obligations and given its environmental clearance in accordance with Paragraphs 5 and D.8 of this Agreement. Any costs incurred for Category (c), Task 2 prior to DWR giving its environmental clearance shall not be reimbursed and any such amounts shall be deducted from the total Grant Amount in Paragraph 3.

Submit all permits associated with the Component 2 construction activities. Submit the 30% draft design plans and specifications for the component to the DWR Grant Manager for review and concurrence prior to completing the final design plans and specifications. Prepare the final design plans and specifications and submit to the DWR Grant Manager for review and concurrence prior to advertising Component 2 for bids. Prepare the bid documents that will include the plans, specifications, and an engineer's cost estimate for Component 2. Acquire rights of way, encroachment permits and easements for pipeline, as needed.

Deliverables:

- IS and other CEQA documentation
- All required permits
- 30% Draft design plans and specifications
- Final design plans and specifications, and opinion of probably construction cost (combined as bid documents)
- Copies of right of way, encroachment permits and/or easements

Category (c): Implementation / Construction**Task 1: Construction Management**

Provide construction management services for Component 2. Complete bid advertisement(s), pre-bid meeting(s), and answer questions during the bidding process. Following bidding deadline, the submitted bids will be evaluated through a bid canvas and the consultant will recommend a contractor selection and approval. A Notice of Award and a Notice to Proceed will be provided to the selected contractor.

This task also includes construction administration and observation efforts during construction. A construction inspector will be utilized who is familiar with these types of projects to ensure conformance with the final plans and specifications and keep the project on budget and on schedule. The construction inspector duties include periodic visits to the project site during construction, organize and attend kickoff meeting(s), periodic meetings with contractors and vendors, submittal review, progress payment requests, and contract change order requests. Final inspections will be performed to ensure the project facilities were constructed in compliance with the plans and specifications. Record drawings will be prepared for the project once complete to provide a record of any changes from the Bid Document to completed project. Submit construction activity summaries to include in the associated quarterly Progress Reports that also includes descriptions of any change orders. Conduct a minimum of one pre-, during, and post-construction site visits with the DWR Grant Manager and/or representative of DWR. The site visit(s) can be in-person onsite or virtual.

Deliverables:

- Notice to Proceed
- Notice of Completion
- Copy of bid advertisement
- Bid canvass for the construction bid document
- Notice of Award to the selected contractor
- Summaries of activities included in the Quarterly Progress Reports
- Record drawings
- Summary of pre-, during, and post-construction site visits included in the Quarterly Progress Reports

Task 2: Construction

Construct Component 2 per the final design plans and specifications and as outlined in the awarded contract. Conduct an inspection of the completed Component 2 by a licensed professional engineer and submit a Certification of Completion letter from the licensed professional engineer to ensure that Component 2 was constructed per the final approved design plans and specifications and that Component 2 will provide the benefits claimed. Provide photo documentation within the associated quarterly Progress Reports.

Deliverables:

- Photo documentation included within the Quarterly Progress Reports
- Certification of completion

- As-built drawings

Category (d): Monitoring / Assessment**Task 1: Monitoring & Maintenance Plan**

Develop a Monitoring & Maintenance Plan that provides the scientific method to quantify the amount of annual water provided by Component 2 resulting in a direct reduction in groundwater pumping. Submit the Monitoring & Maintenance Plan to the DWR Grant Manager for review and comments. Develop Monitoring and Maintenance Plan in accordance with Exhibit J of this Agreement.

Deliverables:

- Monitoring and Maintenance Plan

Category (e): Engagement / Outreach

Coordinate and conduct partnering workshops with three neighboring agencies (UWCD, Camrosa Water District and City of Oxnard). The partnering workshops will consist of coordinating projects design, operations and implementation schedules. The workshop may be in-person or virtual and will be conducted in accordance with State and local health guidelines.

Deliverables:

- Meeting agenda and materials

COMPONENT 3: PVCWD PRIVATE RESERVOIR PROGRAM**Implementing Agency: PVCWD**

Component 3 includes conducting outreach, developing a database of existing private storage volume, preparing the program framework, projecting the costs and benefits, piloting the program with 2 customers, modifying the plan as necessary, and implementation. The program would seek to incentivize the utilization of existing and the construction of new privately owned and operated reservoirs for the use of surface water capture during rain events for the purpose of expanding storage capacity within the District. While a formal accounting of private storage has not been completed, it is estimated to be on the order of 100 acre-feet (AF). Component 3 can increase annual winter flow harvesting by an estimated 500 AFY. No grant funding will go to private parties nor are use of grant funds for reservoir construction part of this component. Rather, private parties will be incentivized to participate in the program and potentially construct new reservoirs through special pricing of water delivered by PVCWD for program participants.

Category (a): Component Administration

Prepare reports detailing Component 3 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 3 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 3 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 3 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and

approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

Task 1: Pilot Program Framework

Develop framework for the use of private reservoirs to increase District storage. Develop a database of existing private storage reservoirs and other customers interested in constructing new private storage.

Deliverables:

- Pilot Program Framework

Task 2: Pilot Plans

Complete construction design plans. Submitted final design to the Grant Manager for review. For construction activities not performed by Pleasant Valley County Water District staff, develop all necessary pre-bid and bid documents to secure a contractor and submit to the Grant Manager prior to advertising. Award contract and issue Notice to Proceed.

Deliverables:

- Draft/Final Design Plans
- Bid Package
- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid Documentation

Task 3: Review Pilot Program Results, Finalize Full Program Framework

Review results from Pilot Program. Finalize framework for the use of private reservoirs to increase District storage.

Deliverables:

- Pilot Program Results Technical Memorandum
- Program Framework/Implementation

Task 4: Full Program Design

Complete the construction design plans. Submitted final design to the Grant Manager for review. For construction activities not performed by Pleasant Valley County Water District staff, develop all necessary pre-bid and bid documents to secure a contractor and submit to the Grant Manager prior to advertising. Award the contract and issue Notice to Proceed.

Deliverables:

- Final Design Plans

- Bid Package
- Proof of bid advertisement
- Notice of Award
- Notice to Proceed
- Bid Documentation

Category (c): Implementation / Construction

Task 1: Pilot Construction

Construct Component 3 per the final design plans [per Category (b) – Task 2] and as outlined in the awarded contract. Conduct an inspection of the completed Component 3 by a licensed professional engineer and submit a Certification of Completion letter from the licensed professional to ensure that Component 3 was constructed per the final design plans and that Component 3 will provide the benefits claimed.

Deliverables:

- Certification of completion letter(s)

Task 2: Contract Services & Construction Administration (Pilot)

Photo-document pre-construction conditions and weekly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager.

Deliverables:

- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports
- Notice of Completion
- As-built drawings

Task 3: Post-Pilot Construction

Construct Component 3 per the final design plans [per Category (b) – Task 4] and as outlined in the awarded contract. Conduct an inspection of the completed Component 3 by a licensed professional and submit a Certification of Completion letter from the licensed professional to ensure that Component 3 was constructed per the final design plans and specifications and that Component 3 will provide the benefits claimed.

Deliverables:

- Certification of completion letter(s)

Task 4: Contract Services & Construction Administration (Post-Pilot)

Photo-document pre-construction conditions and weekly construction activities. Prepare any change orders, address contractor's onsite questions, review/update construction schedule, review contractor submittals and pay requests, and notify contractor if work is not acceptable. Finalize record drawings and submit the as-built drawings to DWR's Grant Manager.

Deliverables:

- Photo-documentation of pre-, during, and post-construction activities included within the appropriate quarterly Progress Reports

- Notice of Completion
- As-built drawings

Category (d): Monitoring / Assessment

Develop a Monitoring & Maintenance Plan that provides the scientific method to quantify the amount of annual water provided by Component 3 resulting in a direct reduction in groundwater pumping. Submit the Monitoring & Maintenance Plan to the DWR Grant Manager for review and comments. Develop Monitoring and Maintenance Plan in accordance with Exhibit J of this Agreement.

Deliverables:

- Monitoring Plan

Category (e): Engagement / Outreach

Engage stakeholders through a variety of options including public meetings at which Component 3 will be discussed and interested parties will have the opportunity to provide input in the decision-making processes.

Deliverables:

- Meeting postings, agendas, materials and minutes

COMPONENT 4: FCGMA MULTI-DEPTH MONITORING WELL INSTALLATION IN THE PVB

Implementing Agency: Grantee

Component 4 will install multi-depth monitoring wells at a minimum of two locations in areas of the PVB that currently lack data to assess groundwater conditions in the principal aquifers. Each location will consist of two boreholes, one shallower and one deeper, with two to three casings installed and screened in specific aquifer zones. The shallower boreholes will be drilled to approximately 600 to 975 feet below ground surface (bgs) and the deeper boreholes will be drilled as deep as 1,200 feet bgs. Actual depths will depend on location and encountered geology. Casings may be installed and screened in the Older Alluvium – Oxnard Aquifer equivalent (approximately 90 feet to 300 feet bgs), the Older Alluvium – Mugu Aquifer equivalent (approximately 275 feet to 470 feet bgs), the Upper San Pedro Formation (approximately 450 feet to 690 feet bgs), the upper Fox Canyon Aquifer (approximately 550 feet to 975 bgs), basal Fox Canyon Aquifer (approximately 890 feet to 1,100 feet bgs), and the Grimes Canyon Aquifer (approximately 1,010 feet to 1,200 feet bgs). Installed screened intervals will be based on location and encountered geology. These wells will also provide information on groundwater conditions in the Grimes Canyon Aquifer, which can be used to determine sustainable management criteria for this aquifer. Data from the construction of the wells will help define aquifer properties in each of the principal aquifers.

Category (a): Component Administration

Prepare reports detailing Component 4 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 4 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 4 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt,

when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 4 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

- Not applicable to this Component

Category (c): Implementation / Construction

Perform monitoring well installations per scope of work and agreements. Document and finalize construction activities, perform project reporting, closeout permits, implement post-project requirements.

Deliverables:

- Work implementation and progress/oversight documentation
- Change order and/or scope change documentation
- Certification of completion, permit closeout documentation
- Well completion reports

Category (d): Monitoring / Assessment

- Not applicable to this Component

Category (e): Engagement / Outreach

- Not applicable to this Component

COMPONENT 5: FCGMA MONITORING WELL INSTALLATION

Implementing Agency: Grantee

Component 5 will install a minimum of two shallow monitoring wells to assess groundwater conditions along Arroyo Las Posas, Conejo Creek, and Calleguas Creek which will be used to help understand the relationship between surface water and groundwater along the stream courses. The wells will be installed to depths of approximately 150 to 400 feet bgs depending upon encountered geology. Three casings will be installed and screened in the Shallow Alluvium (approximately 10 to 30 feet bgs), Older Alluvium – Oxnard Aquifer equivalent (approximately 30 feet to 250 feet bgs), and in the Older Alluvium – Mugu Aquifer equivalent (approximately 260 feet to 400 feet bgs). Installed screen intervals will be based on location and encountered geology. The data from these wells will be used to help understand the relationship between surface water and groundwater adjacent to waterways in the basin. Data from the construction of the wells will help define aquifer properties in the shallow alluvium and older alluvium (Oxnard and Mugu Aquifers), and data on groundwater conditions in these wells will be used to help assess whether riparian vegetation is accessing groundwater in the Shallow Alluvial Aquifer.

Category (a): Component Administration

Prepare reports detailing Component 5 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 5 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 5 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 5 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Environmental / Engineering / Design

- Not applicable to this Component

Category (c): Implementation / Construction

Perform monitoring well installations per scope of work and agreements. Document and finalize construction activities, perform project reporting, closeout permits, implement post-project requirements.

Deliverables:

- Work implementation and progress/oversight documentation
- Change order and/or scope change documentation
- Certification of completion, permit closeout documentation
- Well completion reports

Category (d): Monitoring / Assessment

- Not applicable to this Component

Category (e): Engagement / Outreach

- Not applicable to this Component

COMPONENT 6: CAMARILLO STORMWATER DIVERSION TO WRP FEASIBILITY STUDY

Implementing Agency: City of Camarillo

Component 6 is a Feasibility Study to investigate diverting dry weather and initial stormwater flows from the City's stormwater drainage system to the Water Reclamation Plant (WRP) to be turned into recycled water for

farming and irrigation uses thereby reducing water demand from the Basin. The Feasibility Study would also assess the types of modifications required to existing City of Camarillo pipelines as well as new infrastructure required.

Category (a): Component Administration

Prepare reports detailing Component 6 work completed during reporting period as outlined in Exhibit F, "Report Formats and Requirements" of this Agreement, for inclusion in Component 1 Quarterly Progress Reports. Quarterly Progress Reports will include sufficient information for the DWR Grant Manager to understand and review backup documentation submitted with invoices. Quarterly invoices will accompany the Quarterly Progress Reports. Collect and organize backup documentation by the Component 6 budget category and task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare the Draft Component Completion Report and submit to the DWR Grant Manager for comment and review 90 days before the end date for Component 6 as outlined in Exhibit C. DWR's Grant Manager will review the Draft Component Completion Report and provide comments and edits within 30 days of receipt, when possible. Prepare a Final Component Completion Report addressing the DWR Grant Manager's comments within 30 days before the Component 6 end date outlined in Exhibit C. The report shall be prepared and presented in accordance with the provisions of Exhibit F, "Report Formats and Requirements" and approved by the DWR Grant Manager within 30 days after the end date. All deliverables listed within the Work Plan shall be submitted with the Final Component Completion Report unless a new deliverable due date was approved by the DWR Grant Manager.

Deliverables:

- Component reporting to be included in Quarterly Progress Reports and Invoices
- Draft and Final Component Completion Reports

Category (b): Planning / Design / Environmental

Task 1: Procure Consultant for Feasibility Study

Issue Request for Qualifications and select the most qualified consultant for the Component 6 Feasibility Study.

Deliverables:

- Copies of Request for Qualification
- Copy of Notification of Selection

Task 2: Kick-off and Agency Consultant

Conduct a kick-off meeting and perform work to gather required information such as various information on utilities, system flows, and Water Reclamation Plant current and future treatment capacities for stormwater flows, and other information as required. Conduct additional meetings as necessary to define the scope of the draft Feasibility Study and perform follow-up work as required.

Deliverables:

- Copy of meeting agendas

Task 3: Develop Feasibility Report

Develop feasibility report. Provide the draft Feasibility Study report for review. The report will include results of investigations, feasibility of achieving the Component 6 project and available possible alternatives for further

investigation, as well as other information.

Deliverables:

- Draft Feasibility Report
- Final Feasibility Report

Category (c): Implementation / Construction

- Not applicable to this Component

Category (d): Monitoring / Assessment

- Not applicable to this Component

Category (e): Engagement / Outreach

- Not applicable to this Component

Exhibit B
BUDGET

Grant Title: Implementation Project for the Pleasant Valley Basin

Components	Grant Amount
Component 1: Grant Agreement Administration	\$0
Component 2: PVCWD Recycled Water Connection Pipeline	\$5,260,000
Component 3: PVCWD Private Reservoir Program	\$550,000
Component 4: FCGMA Multi-Depth Monitoring Well Installation in the Pleasant Valley Basin	\$1,075,000
Component 5: FCGMA Monitoring Well Installation	\$382,500
Component 6: Camarillo Stormwater Diversion to WRP Feasibility Study	\$332,500
Total:	\$7,600,000

Component 1: Grant Agreement Administration

Component 1 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Grant Agreement Administration	\$0
Total:	\$0

Component 2: PVCWD Recycled Water Connection Pipeline

Component 2 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$55,000
(b) Environmental / Engineering / Design	\$580,000
(c) Implementation / Construction	\$4,580,000
(d) Monitoring / Assessment	\$25,000
(e) Engagement / Outreach	\$20,000
Total:	\$5,260,000

Component 3: PVCWD Private Reservoir Program

Component 3 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$35,000
(b) Environmental / Engineering / Design	\$235,000
(c) Implementation / Construction	\$240,000
(d) Monitoring / Assessment	\$25,000
(e) Engagement / Outreach	\$15,000
Total:	\$550,000

Component 4: FCGMA Multi-Depth Monitoring Well Installation in the Pleasant Valley Basin

Component 4 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$1,075,000
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$1,075,000

Component 5: FCGMA Monitoring Well Installation

Component 5 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Environmental / Engineering / Design	\$0
(c) Implementation / Construction	\$382,500
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$382,500

Component 6: Camarillo Stormwater Diversion to WRP Feasibility Study

Component 6 serves a need of a DAC, SDAC, Tribe and/or Underrepresented Community?

(check all that apply): DAC, SDAC, Tribe, and/or Underrepresented Community

Budget Categories	Grant Amount
(a) Component Administration	\$0
(b) Planning / Design / Environmental	\$332,500
(c) Implementation / Construction	\$0
(d) Monitoring / Assessment	\$0
(e) Engagement / Outreach	\$0
Total:	\$332,500

Exhibit C
SCHEDULE

Grant Title: Implementation Project for the Pleasant Valley Basin

Categories	Start Date ¹	End Date ¹
Component 1: Grant Agreement Administration	July 19, 2022	April 30, 2025
(a) Grant Agreement Administration	July 19, 2022	April 30, 2025
Component 2: PVCWD Recycled Water Connection Pipeline	July 19, 2022	October 31, 2024
(a) Component Administration	July 19, 2022	October 31, 2024
(b) Environmental / Engineering / Design	July 19, 2022	December 1, 2023
(c) Construction / Implementation	December 1, 2023	June 30, 2024
(d) Monitoring / Assessment	June 30, 2024	October 31, 2024
(e) Engagement / Outreach	July 19, 2022	October 31, 2024
Component 3: PVCWD Private Reservoir Program	July 19, 2022	October 31, 2024
(a) Component Administration	July 19, 2022	October 31, 2024
(b) Environmental / Engineering / Design	July 19, 2022	January 23, 2024
(c) Construction / Implementation	October 30, 2022	July 21, 2024
(d) Monitoring / Assessment	December 29, 2022	October 31, 2024
(e) Outreach / Education	July 19, 2022	October 31, 2024
Component 4: FCGMA Multi-Depth Monitoring Well Installation in the Pleasant Valley Basin	July 19, 2022	March 31, 2025
(a) Component Administration	July 19, 2022	March 31, 2025
(b) Environmental / Engineering / Design	N/A	N/A
(c) Construction / Implementation	January 1, 2023	January 1, 2025
(d) Monitoring / Assessment	N/A	N/A
(e) Outreach / Education	N/A	N/A
Component 5: FCGMA Monitoring Well Installation	July 19, 2022	March 31, 2025
(a) Component Administration	July 19, 2022	March 31, 2025
(b) Environmental / Engineering / Design	N/A	N/A
(c) Construction / Implementation	January 1, 2023	January 1, 2025
(d) Monitoring / Assessment	N/A	N/A
(e) Outreach / Education	N/A	N/A
Component 6: Camarillo Stormwater Diversion to WRP Feasibility Study	July 19, 2022	February 28, 2024
(a) Component Administration	July 19, 2022	October 31, 2024
(b) Planning / Design / Environmental	July 19, 2022	February 28, 2024
(c) Construction / Implementation	N/A	N/A
(d) Monitoring / Assessment	N/A	N/A
(e) Outreach / Education	July 19, 2022	February 28, 2024

NOTES:

¹Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee must adhere to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager. The dates listed in Exhibit C Schedule are date ranges that correlates to the Deliverable Due Date Schedule. Eligible costs for each line item will only be approved if the work completed falls within the date ranges listed in Exhibit C.

Exhibit D**STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** the Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." The State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 10, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the DWR Grant Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by the State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations

regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.12. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the the Grantee:** Employees of the the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.15. **DISPOSITION OF EQUIPMENT:** The Grantee shall provide to the State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction shall be provided and approved by the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
- Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
- Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, "Work Plan" and in accordance with Project Exhibit B, "Budget" and Exhibit C, "Schedule".
 - B. Must maintain eligibility requirements as outlined in the 2021 Guidelines and 2021 PSP and pursuant to Paragraph 11.
 - C. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - D. Comply with all applicable California, federal, and local laws and regulations.
 - E. Implement the Project in accordance with applicable provisions of the law.
 - F. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

- G. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.
- H. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Agreement.
- I. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.
- D.22. **INDEMNIFICATION:** The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. **INDEPENDENT CAPACITY:** The Grantee, and the agents and employees of the Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- D.25. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.
- D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation

or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement (Level I – Informal). Non-material changes with respect to work plan are changes that help clarify the original language, addition of task without deleting others, and minor edits that will not result in change to the original scope. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State’s Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee’s service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and

assessments that could adversely affect the ability of the Grantee meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.37. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. The Grantee, its contractors, or subcontractors have made a false certification, or
 - B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
- D.41. TERMINATION BY THE GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 10, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."

- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
 - B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
 - C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- D.47. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.48. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
AUTHORIZING RESOLUTION ACCEPTING FUNDS

Resolution No. 2022-02
of the
Fox Canyon Groundwater Management Agency

NOW, IT IS HEREBY RESOLVED AND ORDERED as follows:

Resolved by the Board of Directors of the Fox Canyon Groundwater Management Agency, that an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the: Implementation Project for the Pleasant Valley Basin. The Executive Officer of the Fox Canyon Groundwater Management Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

On motion by Trembley, and seconded by Mobley, the foregoing resolution was passed and adopted on January 26, 2022, by the following vote.

AYES – 5
NOES – 0
ABSTAINS – 0
ABSENT – 0

By: 

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

ATTEST: I hereby certify that the above is a true and correct copy of Resolution No. 2022-02.

By: Keely Royas
Keely Royas, Clerk of the Board

RESOLUTION NO. 2022-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMARILLO
AUTHORIZING THE FOX CANYON GROUNDWATER MANAGEMENT
AGENCY TO SUBMIT A GRANT APPLICATION TO THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES TO OBTAIN GRANT
FUNDING UNDER THE SUSTAINABLE GROUNDWATER
MANAGEMENT GRANT PROGRAM ROUND NO. 1**

The City Council of the City of Camarillo resolves as follows:

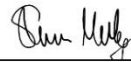
SECTION 1: The City Council of the City of Camarillo finds and declares as follows:

A. An application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the: Implementation Project for the Pleasant Valley Basin.

B. The Executive Officer of the Fox Canyon Groundwater Management Agency, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources.

SECTION 2: A copy of this resolution be transmitted to the California Department of Water Resources in connection with submittal of the grant.

PASSED AND ADOPTED February 9, 2022.



Mayor

Attested to on 02 / 10 / 2022.



Interim City Clerk

I, Carrie Weal, Interim City Clerk of the City of Camarillo, certify Resolution No. 2022-14 was adopted by the City Council of the City of Camarillo at a regular meeting held February 9, 2022, by the following vote:

AYES: Councilmembers: Craven, Kildee, Santangelo, Trembley, Mayor Mulchay
NOES: Councilmembers: None
ABSENT: Councilmembers: None



Interim City Clerk



c: Public Works Department (2)
California Department of Water Resources

DIRECTORS

Peter W. Hansen
Craig R. Kaihara
Thomas P. Vujovich, Jr.
John S. Broome
John D. Menne



PLEASANT VALLEY COUNTY WATER DISTRICT

PIONEER IN FOX CANYON AQUIFER CONSERVATION
SERVING AGRICULTURE SINCE 1956

154 S. LAS POSAS ROAD, CAMARILLO, CA 93010-8570
Phone: 805-482-2119
Fax: 805-484-5835

STAFF

Jared L. Bouchard
General Manager

General Counsel
Arnold, Bleuel,
LaRochelle,
Mathews & Zirbel,
LLP

RESOLUTION 22-02

AUTHORIZING THAT AN APPLICATION BE MADE TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN A GRANT UNDER THE 2021 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM SGMA IMPLEMENTATION ROUND 1 GRANT

Resolved by the Pleasant Valley County Water District, that an application be made to the California Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Round 1 Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resource Code, § 80000 et seq.) and the California Budget Act of 2021 (Stats. 2021, ch. 240, § 80) and to enter into an agreement to receive a grant for the: Implementation Project for the Pleasant Valley Basin. The General Manager of the Pleasant Valley County Water District or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any future amendments (if required), submit invoices, and submit any reporting requirements with the California Department of Water Resources. Passed and adopted at a meeting of the Board of Directors of the Pleasant Valley County Water District on February 8th, 2022

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley County Water District, this 8th day of February 2022, by the following vote: 5-0

AYES: Hansen, Kaihara, Menne, Broome, Vujovich
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-



Board President
Thomas Vujovich



General Manager
Jared Bouchard

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. QUARTERLY PROGRESS REPORTS

A Quarterly Progress Report template will be provided by the DWR Grant Manager. Grantees must use the template provided for all Quarterly Progress Reports to obtain reimbursement reported. The Quarterly Progress Report must accompany an Invoice and be numbered the same for ease of reference for auditing purposes. In addition, the reporting period for the Quarterly Progress Report must also align with the corresponding quarterly Invoice.

2. COMPONENT COMPLETION REPORT

Component Completion Reports shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to the State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

3. GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This report should summarize all work completed as part of this grant.. This is standalone document and should not reference other documents or websites. Web links are edited or removed over time. These grants can be audited several years after they are closed. Therefore, links are not appropriate to include in the close out reports.

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

4. POST-PERFORMANCE REPORT

The Post Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance. The PPR should be following the Methodology Report for the specific project type(s) provided by the DWR Grant Manager. The PPR should identify whether the project is being operated and maintained. DWR requirements is for all funded projects should be maintained and operated for a minimum of 15 years. If the project is not being maintained and operated, justification must be provided. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

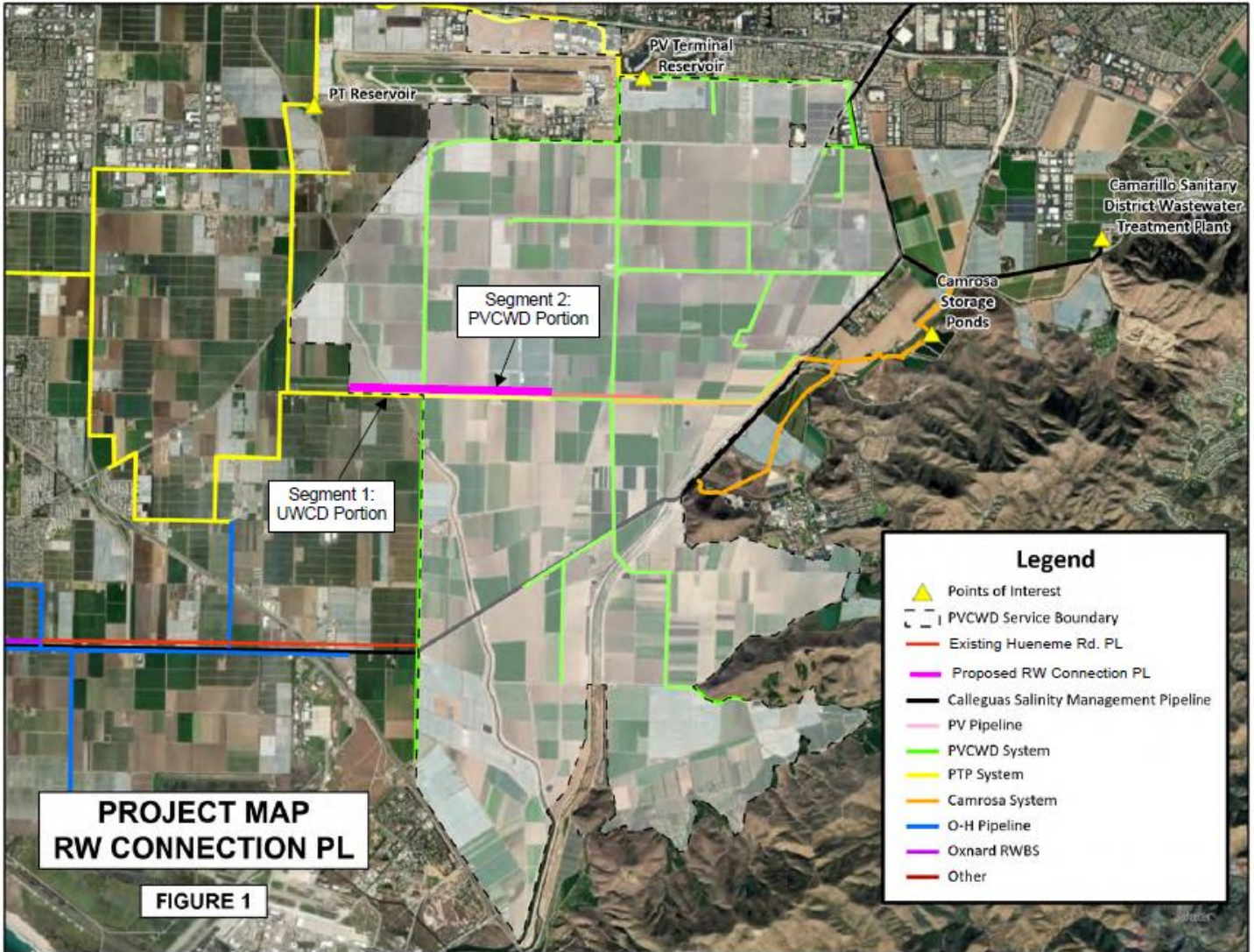
1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

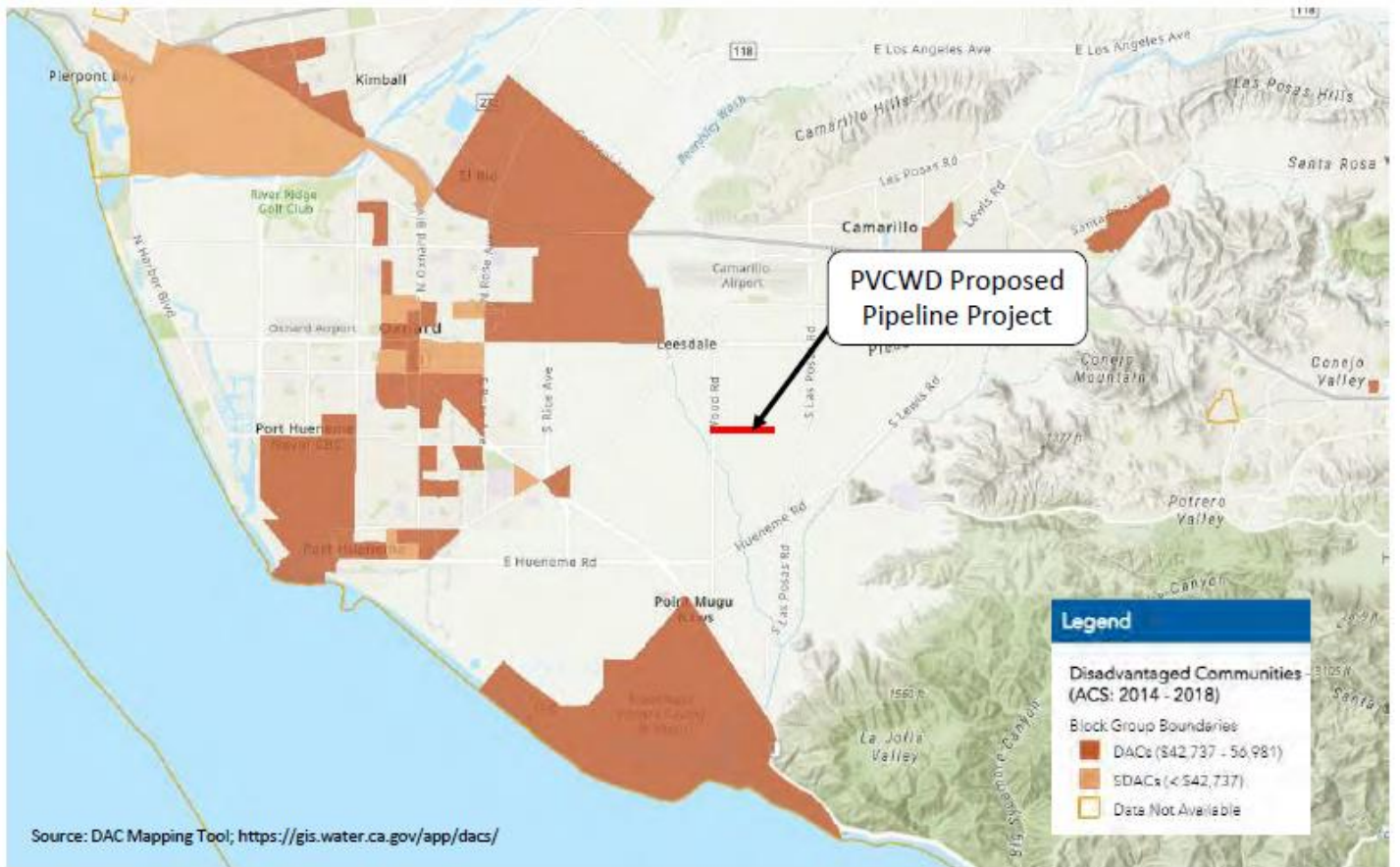
Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

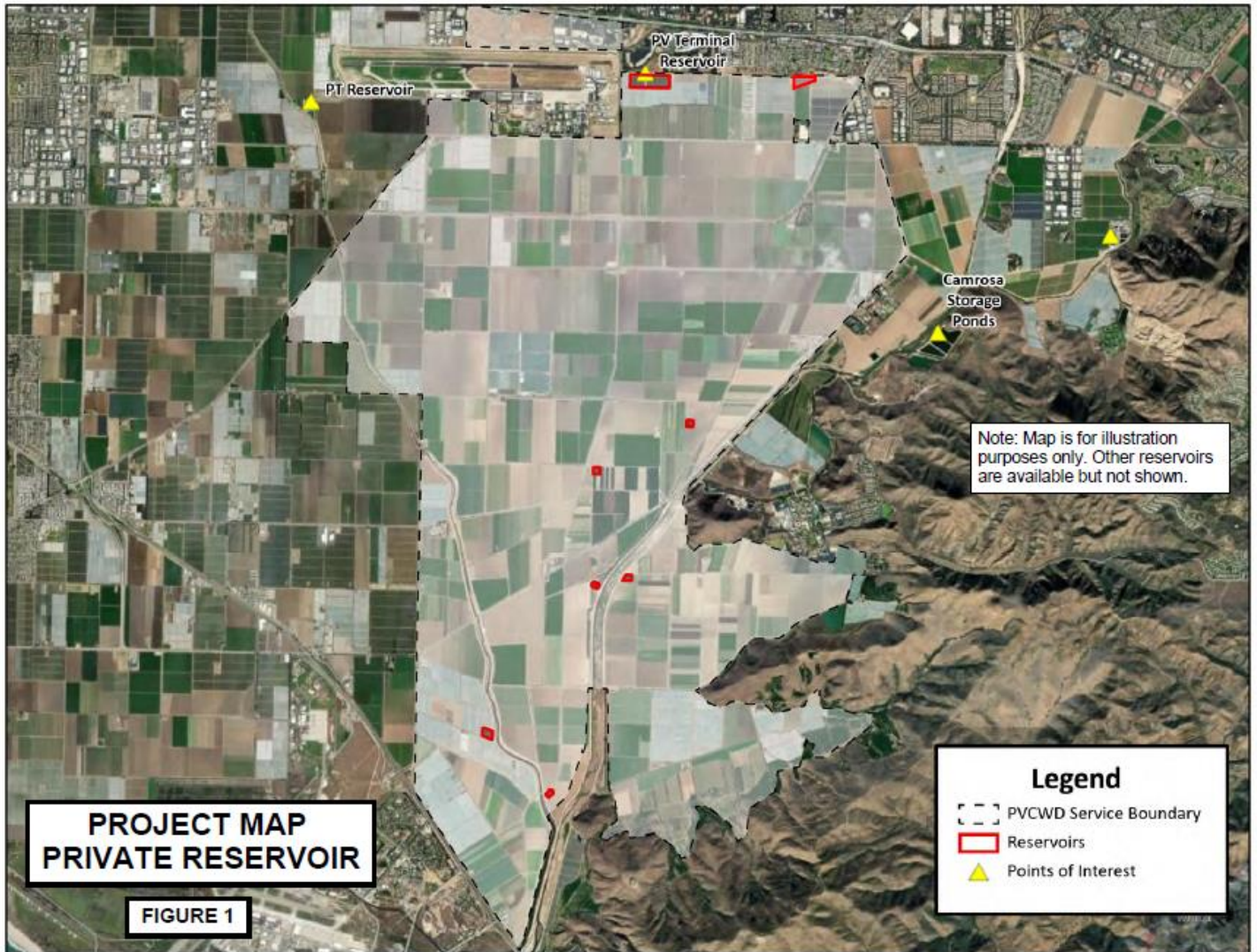
Exhibit I
PROJECT LOCATION

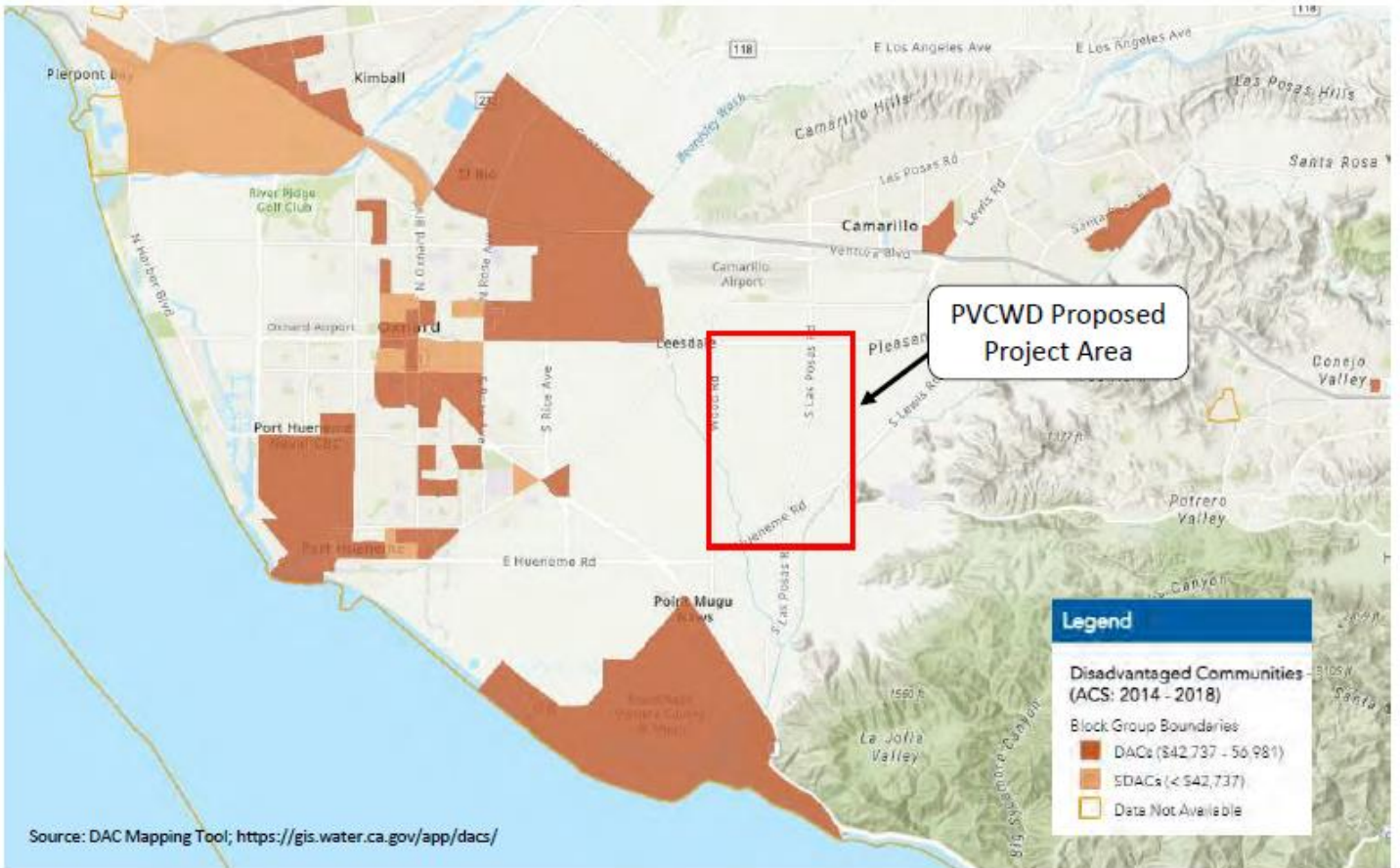
Component 2: PV Recycled Water Connection Pipeline



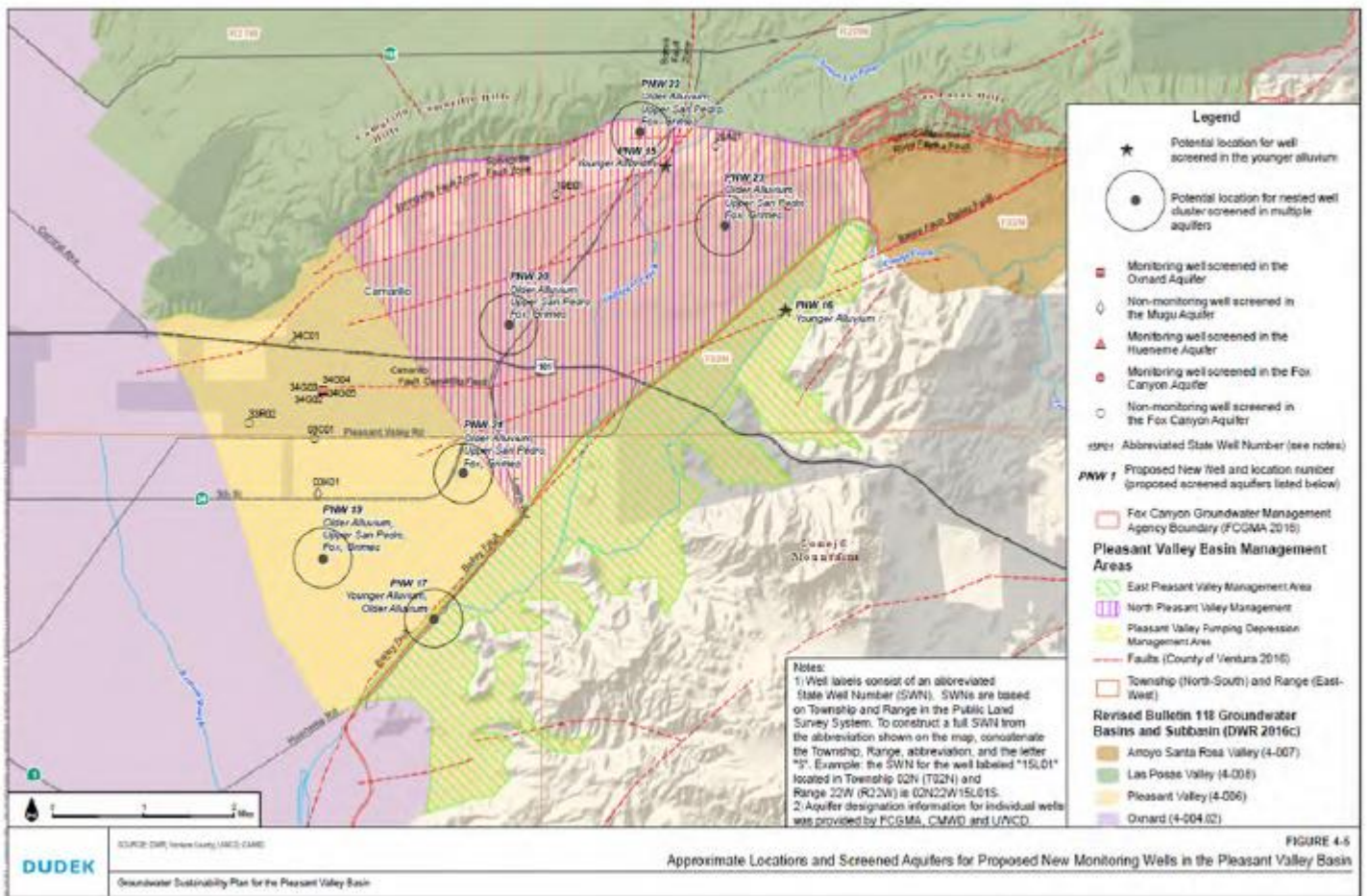


Component 3: PV Private Reservoir Program

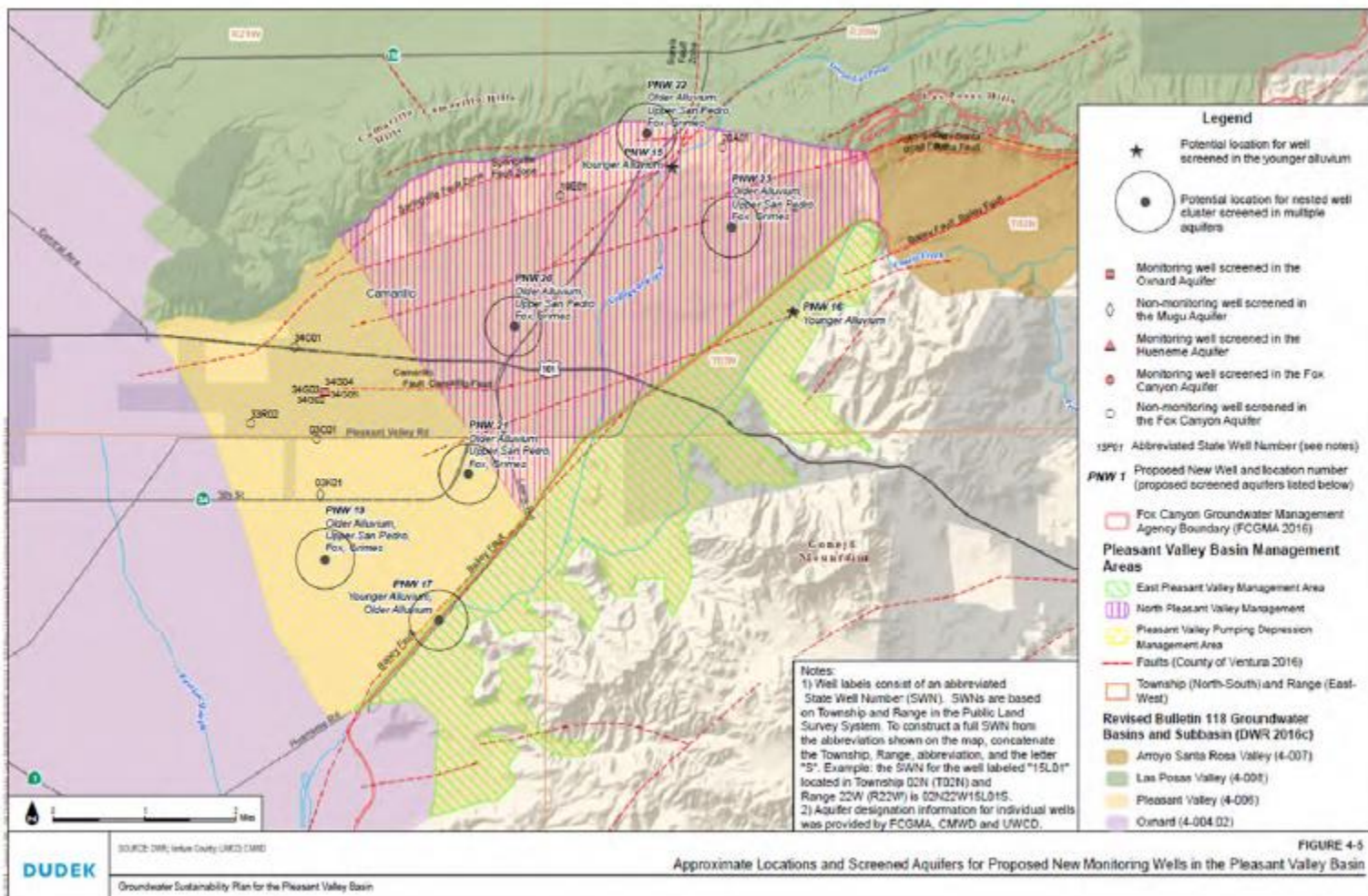




Component 4: FCGMA Install Multi-Depth Monitoring Wells at Three Locations in the Pleasant Valley Basin (PVB)



Component 5: FCGMA Installation of 3 Monitoring Wells to Assess the Hydraulic Connectivity Between Surface Water Bodies, the Semi-Perched Aquifer, and the Principal Aquifers



Component 6: Camarillo Stormwater Diversion to WRP Feasibility Study

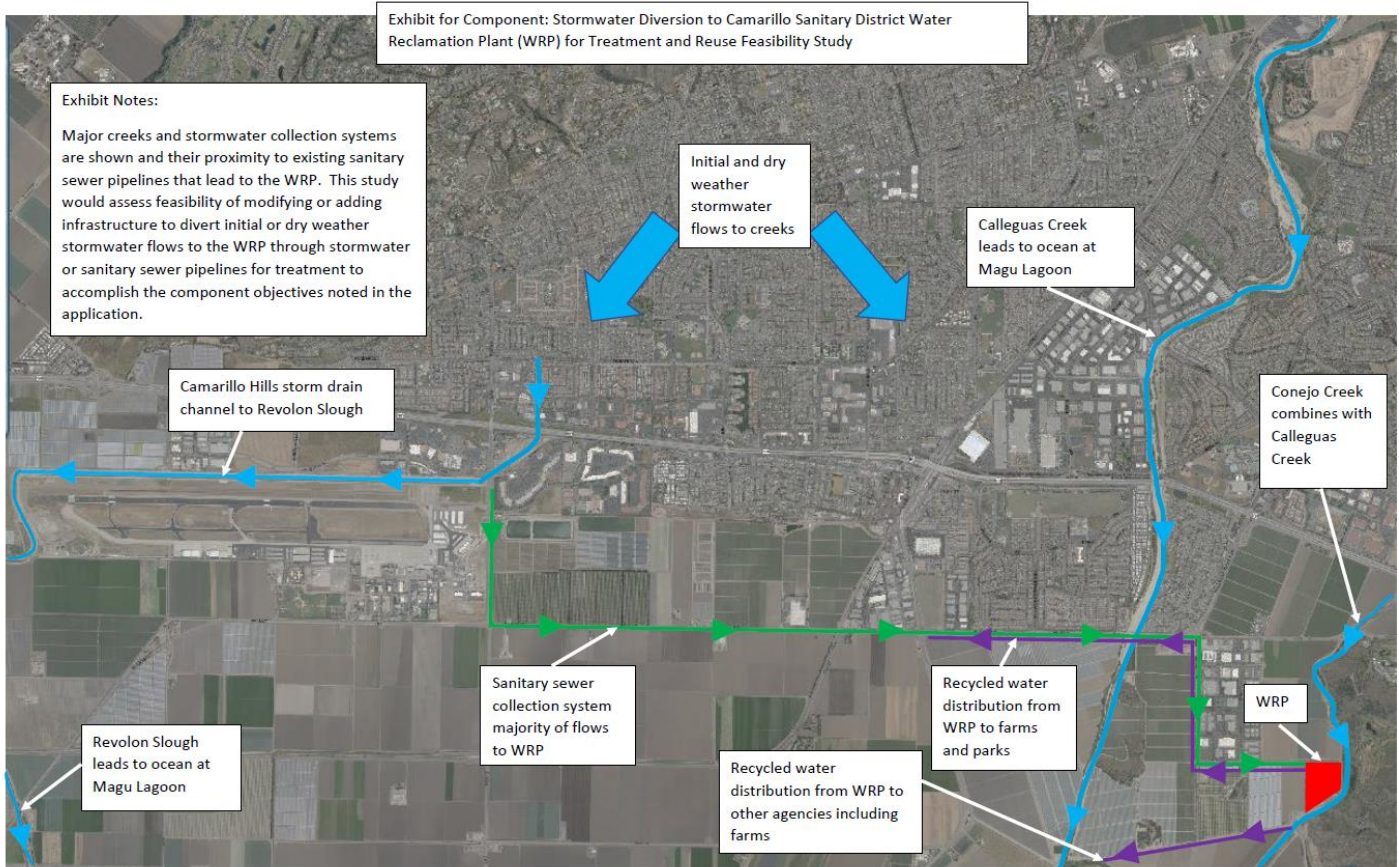


Exhibit J

MONITORING AND MAINTENANCE PLAN COMPONENTS

Introduction

- Goals and objectives of project
- Site location and history
- Improvements implemented
- Monitoring and Maintenance Plan

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

Exhibit K
LOCAL PROJECT SPONSORS
NOT APPLICABLE

Exhibit L**APPRAISAL SPECIFICATIONS**

For property acquisitions funded this Grant Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a) For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

Exhibit M

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT N

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each component contained in Exhibit A, please include a brief description of the component (maximum ~150 words) including component location, implementation elements, need for the component (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

Detailed monitoring methods and protocols specific to the components listed in Exhibit A will be provided by the Grant Manager later. The full monitoring method report is available on the SGM Grant Program website at: www.water.ca.gov/sgmgrants.

EXHIBIT O

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter

Pleasant Valley County Water District
Meeting Bank Accounts Register
As of September 21, 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
1000 · Cash				
1010 · Pacific Western-Checking				
Bill Pmt -Check	08/30/2022	9313	AIRGAS USA, LLC	(16.00)
Bill Pmt -Check	08/30/2022	9314	Pleasant Valley Land Ho...	(5,009.40)
Paycheck	09/02/2022	9315	Daniel J Vasquez	(384.86)
Paycheck	09/02/2022	DD16...	Nancy M Lawrence	
Paycheck	09/02/2022	DD16...	Paul A Otero	
Paycheck	09/02/2022	DD16...	Jared Bouchard	
Liability Check	09/02/2022		QuickBooks Payroll Serv...	(1,489.10)
Check	09/05/2022	eft	SCE/Payment Processing	(80,244.30)
Paycheck	09/05/2022	DD16...	Jared Bouchard	
Paycheck	09/05/2022	DD16...	Daniel J Vasquez	
Paycheck	09/05/2022	DD16...	Nancy M Lawrence	
Paycheck	09/05/2022	DD16...	Paul A Otero	
Liability Check	09/06/2022		QuickBooks Payroll Serv...	(14,429.61)
Bill Pmt -Check	09/15/2022	9316	Access Information Man...	(463.66)
Bill Pmt -Check	09/15/2022	9317	ACWA/JPIA	(940.84)
Bill Pmt -Check	09/15/2022	9318	BROADBAND MICROWA...	(129.00)
Bill Pmt -Check	09/15/2022	9319	Camrosa Water District	(100,440.02)
Bill Pmt -Check	09/15/2022	9320	Dial Security	(72.00)
Bill Pmt -Check	09/15/2022	9321	Diener's Electric	(1,309.66)
Bill Pmt -Check	09/15/2022	9322	FRONTIER	(171.00)
Bill Pmt -Check	09/15/2022	9323	Grainger	(251.64)
Bill Pmt -Check	09/15/2022	9324	Kaman Industrial Tech.	(122.07)
Bill Pmt -Check	09/15/2022	9325	Macvalley Oil Company	(3,626.57)
Bill Pmt -Check	09/15/2022	9326	McCrometer	(584.69)
Bill Pmt -Check	09/15/2022	9327	Michael K. Nunley & Ass...	(50,457.87)
Bill Pmt -Check	09/15/2022	9328	Promaid, Inc.	(210.00)
Bill Pmt -Check	09/15/2022	9329	Prudential Overall Supply	(129.48)
Bill Pmt -Check	09/15/2022	9330	Underground Service Alert	(31.00)
Bill Pmt -Check	09/15/2022	9331	Ventura County Star	(261.99)
Bill Pmt -Check	09/15/2022	9332	Michael K. Nunley & Ass...	(107.64)
Bill Pmt -Check	09/15/2022	9333	Michael K. Nunley & Ass...	(6,158.50)
Bill Pmt -Check	09/15/2022	9334	Michael K. Nunley & Ass...	(680.00)
Bill Pmt -Check	09/15/2022	9335	Prudential Overall Supply	(43.16)
Bill Pmt -Check	09/15/2022	9336	U S Bank Payment Center	(856.23)
Bill Pmt -Check	09/15/2022	9337	Red Wing Shoes	(437.56)
Paycheck	09/19/2022	DD16...	Daniel J Vasquez	
Paycheck	09/19/2022	DD16...	Nancy M Lawrence	
Paycheck	09/19/2022	DD16...	Paul A Otero	
Paycheck	09/19/2022	DD16...	Jared Bouchard	
Liability Check	09/19/2022		QuickBooks Payroll Serv...	(14,429.62)
Bill Pmt -Check	09/20/2022	9338	AIRGAS USA, LLC	(49.80)
Bill Pmt -Check	09/20/2022	9339	AT&T Mobility	(98.03)
Bill Pmt -Check	09/20/2022	9340	UWCD	(26,530.40)
Bill Pmt -Check	09/20/2022	9341	BROWNSTEIN HYATT F...	(12,007.49)
Total 1010 · Pacific Western-Checking				(322,173.19)
Total 1000 · Cash				(322,173.19)
TOTAL				(322,173.19)