

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, Bieuel, 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** at **10 a.m.** on **December 15, 2020**, 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 +1 408 638 0968 and entering Meeting ID: 910 0333 7740

AGENDA

The agenda is posted at least 24 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) September 22, 2020
- 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 CALENDAR

A. Ratification of Checks The Board will review and ratify checks issued and funds transferred since the Board of Directors meeting of Tuesday, June 23, 2020.

Recommendation: Approve

B. Consider Resolution 20-01 Requesting that their Landowner General District Election to Be Held on May 4, 2021, be Consolidated with Other Elections Called to Be Held on the Same Day and in the Same Territory

Recommendation: Adopt Resolution 20-01

C. Consider Agreement Between Camrosa Water District And Pleasant Valley County Water District Regarding Use of Camrosa's Recycle Water Supply

Recommendation: Authorize the General Manager to execute the Agreement, and Authorize the General Manager to extend the Agreement annually under the same terms and conditions including adjustments in cost of the water that are consistent with CPI cost escalation.

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:

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.

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, Bieuel, LaRochelle,
Mathews & Zirbel, LLP

Agenda Posting Certification: This agenda was posted not less than 24 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/>

A handwritten signature in black ink, appearing to read 'J Bouchard', is written over the printed name and title.

Jared Bouchard
General Manager

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

MINUTES OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS
PLEASANT VALLEY COUNTY WATER DISTRICT HELD
Tuesday September 22, 2020

Pursuant of notice given, a Special Meeting of the Board of Directors of the Pleasant Valley County Water District was held on Tuesday September 22, 2020 in the District headquarters facility,

154 S. Las Posas Rd, Camarillo, CA.

Call to Order

The meeting was called to order at 9:07 a.m. by President, Thomas P. Vujovich, Jr.

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

Agenda #2- Roll Call

Attendance at the meeting was as follows:

Directors' Present: Thomas P. Vujovich, Jr., President
Craig Kaihara, Vice President
Pete Hansen
John Menne
John Broome (arrived at 9:26 a.m.)

Staff Present: John Matthews, Attorney
Jared Bouchard, General Manager

Agenda #3 – Determination of Quorum

Quorum was established

Agenda Item #4 – Approval of Agenda

Motion to approve by Director Menne; seconded by Director Kiahara, motion passed unanimously.

Agenda Item #5 – Approval of Minutes

Motion to approve the minutes of the Special Board meeting held on July 9th, 2020 by Director Hansen seconded by Director Kiahara, motion passed unanimously, and minutes were approved as presented.

Agenda item #6 – Open Forum

Public comment: Dan Naumann and Mauricio Guardado of United Water Conservation District were present. Request was made for PWCWD to show support in a form of Thank you Letters to State Assembly Member Jacqui Irwin and Congress woman Julia Brownley. Board agreed to support UWCD by sending Thank you letters. Mauricio discussed surface water deliveries for the year.

Agenda Item #7 – Action Calendar

Consider authorizing the General Manager to execute engagement letter for Auditing services provided by Fanning and Karrh for an amount not to exceed \$17,500.00 for fiscal year ending June 30, 2020

General Manager Bouchard explained Annual Audit. The Audit contract presented an additional separate fee of \$1,500.00 required for GASB reporting, bringing the total Fiscal Year Audit cost to \$19,000. Moved by Director Hansen and Seconded by Director Kiahara

All in favor 4-0

Aye's: 4- Directors: Menne, Hansen, Kiahara, Vujovich

Ney's: -0-

Absent 1 – Director: Broome

Agenda Item #8 – General Manager Comments

General Manager discussed support for UWCD efforts in surface water delivery.

Agenda Item #9 -Other Business

No other business.

Agenda Item #11 – Closed Session

The Board went into closed session per Government Code sec 54956.9© to conference with legal counsel on existing litigations. No action to report on closed session.

The board came out of session at 10:48 a.m.

Board action, Authorizing General Manager Bouchard to execute Tolling Agreement with Fox Canyon Ground Water Management Agency. All Directors in favor with a Vote of 5-0.

Aye's: 5- Directors: Menne, Hansen, Kishara, Vujovich, Broome

Ney's: -0-

Absent -0-

Agenda Item #12 – Adjournment

The meeting was adjourned upon a motion duly made seconded, and carried unanimously at 10:49 a.m.

Respectfully Submitted:

Minutes Approval:

Jared Bouchard, General Manager

Thomas P. Vujovich, Jr., President

8:13 AM

12/07/20

Accrual Basis

Pleasant Valley County Water District
Meeting Bank Accounts Register
As of December 7, 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
1000 · Cash				
1010 · Pacific Western-Checking				
Check	06/24/2020	eft	Pacific Western Bank	(15.00)
Bill Pmt -Check	06/29/2020	8315	ACWA/JPIA	(470.42)
Bill Pmt -Check	06/29/2020	8316	City of Camarillo	(63.20)
Bill Pmt -Check	06/29/2020	8317	E.J. Harrison & Sons	(198.12)
Bill Pmt -Check	06/29/2020	8318	FGL Environmental	(145.00)
Bill Pmt -Check	06/29/2020	8319	Harris Water Conditioni...	(46.75)
Bill Pmt -Check	06/29/2020	8320	Pitney Bowes	(108.99)
Bill Pmt -Check	06/29/2020	8321	XIO, INC.	(464.00)
Bill Pmt -Check	06/29/2020	8322	ACWA/JPIA	(3,757.96)
Bill Pmt -Check	06/29/2020	8324	Dial Security	(72.00)
Bill Pmt -Check	06/29/2020	8325	U S Bank Payment Center	(864.12)
Bill Pmt -Check	06/29/2020	8326	WEX BANK	(862.15)
Liability Check	06/30/2020		QuickBooks Payroll Serv...	(13,887.44)
Check	06/30/2020	eft	Pacific Western Bank	(5.95)
Paycheck	07/01/2020	DD14...	Daniel J Vasquez	
Paycheck	07/01/2020	DD14...	Jared Bouchard	
Paycheck	07/01/2020	8311	John Menne	(360.40)
Paycheck	07/01/2020	8310	Craig R Kaihara	(369.40)
Paycheck	07/01/2020	8312	John S. Broome	(369.40)
Paycheck	07/01/2020	8313	Peter W Hansen	(369.40)
Paycheck	07/01/2020	8314	Thomas P Vujovich	(369.40)
Paycheck	07/01/2020	DD14...	Nancy M Lawrence	
Paycheck	07/01/2020	DD14...	Paul A Otero	
Bill Pmt -Check	07/01/2020	8327	Prudential Overall Supply	(45.39)
Check	07/01/2020	eft	DCSS	(367.85)
Check	07/07/2020	eft	SCE/Payment Processing	(29,785.25)
Check	07/09/2020	eft	CalPERS	(5,818.78)
Check	07/09/2020	eft	CalPERS-Retirement	(1,527.21)
Bill Pmt -Check	07/09/2020	8333	Access Information Man...	(247.34)
Bill Pmt -Check	07/09/2020	8334	ACWA/JPIA	(940.84)
Bill Pmt -Check	07/09/2020	8335	Arnold, LaRochelle, Etal	(2,236.00)
Bill Pmt -Check	07/09/2020	8336	BROWNSTEIN HYATT F...	
Bill Pmt -Check	07/09/2020	8337	Dig Safe Board	(8.78)
Bill Pmt -Check	07/09/2020	8338	FGL Environmental	(145.00)
Bill Pmt -Check	07/09/2020	8339	FRONTIER	(187.71)
Bill Pmt -Check	07/09/2020	8340	Pitney Bowes Global Fin...	(164.55)
Bill Pmt -Check	07/09/2020	8341	Prudential Overall Supply	(45.39)
Bill Pmt -Check	07/09/2020	8342	SOARES, SANDALL & P...	(4,060.00)
Bill Pmt -Check	07/09/2020	8343	Underground Service Alert	(26.50)
Bill Pmt -Check	07/09/2020	8344	Ventura County Star	(141.03)
Bill Pmt -Check	07/09/2020	8345	BROWNSTEIN HYATT F...	(3,454.77)
Liability Check	07/10/2020		QuickBooks Payroll Serv...	(96.96)
Check	07/10/2020	eft	CalPERS-Retirement	(384.78)
Paycheck	07/13/2020	8328	Craig R Kaihara	(92.35)
Paycheck	07/13/2020	8329	John Menne	(92.35)
Paycheck	07/13/2020	8330	John S. Broome	(92.35)
Paycheck	07/13/2020	8331	Peter W Hansen	(92.35)
Paycheck	07/13/2020	8332	Thomas P Vujovich	(92.35)
Liability Check	07/14/2020		QuickBooks Payroll Serv...	(8.00)
Liability Check	07/14/2020		QuickBooks Payroll Serv...	(13,611.25)
Check	07/15/2020	eft	The Gas Company	(18.85)
Paycheck	07/15/2020		Daniel J Vasquez	
Paycheck	07/15/2020		Nancy M Lawrence	
Paycheck	07/15/2020		Paul A Otero	

8:13 AM

12/07/20

Accrual Basis

Pleasant Valley County Water District
Meeting Bank Accounts Register
As of December 7, 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Paycheck	07/15/2020		Jared Bouchard	
Paycheck	07/15/2020	DD14...	Jared Bouchard	
Paycheck	07/15/2020	DD14...	Nancy M Lawrence	
Paycheck	07/15/2020	DD14...	Paul A Otero	
Paycheck	07/15/2020	DD14...	Daniel J Vasquez	
Check	07/16/2020	eft	AT&T Mobility	(66.75)
Check	07/21/2020	eft	CalPERS-Retirement	(1,628.25)
Check	07/21/2020	eft	CalPERS-Retirement	(417.32)
Check	07/21/2020	eft	CalPERS	(7,631.69)
Check	07/21/2020	eft	CalPERS-Retirement	(88.23)
Liability Check	07/28/2020		QuickBooks Payroll Serv...	(15,276.38)
Bill Pmt -Check	07/28/2020	8346	AIRGAS USA, LLC	(38.95)
Bill Pmt -Check	07/28/2020	8347	BROADBAND MICROWA...	(99.00)
Bill Pmt -Check	07/28/2020	8348	Camrosa Water District	(188,715.11)
Bill Pmt -Check	07/28/2020	8349	City of Camarillo	(63.20)
Bill Pmt -Check	07/28/2020	8350	E.J. Harrison & Sons	(198.12)
Bill Pmt -Check	07/28/2020	8351	Fanning & Karrh	(3,750.00)
Bill Pmt -Check	07/28/2020	8352	Hands-On Consultations	(143.10)
Bill Pmt -Check	07/28/2020	8353	Harris Water Conditioni...	(46.75)
Bill Pmt -Check	07/28/2020	8354	Kaman Industrial Tech.	(500.32)
Bill Pmt -Check	07/28/2020	8355	Muni Billing	(117,500.00)
Bill Pmt -Check	07/28/2020	8356	Promaid, Inc.	(60.00)
Bill Pmt -Check	07/28/2020	8357	Prudential Overall Supply	(116.01)
Bill Pmt -Check	07/28/2020	8358	Red Wing Shoes	(223.33)
Bill Pmt -Check	07/28/2020	8359	UWCD	(48,529.32)
Bill Pmt -Check	07/28/2020	8360	XIO, INC.	(464.00)
Bill Pmt -Check	07/28/2020	8361	ACWA/JPIA	(3,445.30)
Bill Pmt -Check	07/28/2020	8362	UWCD	(41,754.00)
Bill Pmt -Check	07/28/2020	8363	U S Bank Payment Center	(205.83)
Check	07/28/2020	eft	CalPERS-Retirement	(1,632.75)
Check	07/28/2020	eft	CalPERS-Retirement	(419.74)
Paycheck	07/29/2020	DD14...	Daniel J Vasquez	
Paycheck	07/29/2020	DD14...	Nancy M Lawrence	
Paycheck	07/29/2020	DD14...	Paul A Otero	
Paycheck	07/29/2020	DD14...	Jared Bouchard	
Check	07/30/2020	eft	DCSS	(367.85)
Check	07/30/2020	eft	DCSS	(367.85)
Bill Pmt -Check	08/10/2020	8364	Access Information Man...	(247.34)
Bill Pmt -Check	08/10/2020	8365	Alliance Fire Protection	(1,430.00)
Bill Pmt -Check	08/10/2020	8366	AT&T Mobility	(97.63)
Bill Pmt -Check	08/10/2020	8367	BONDY GROUNDWATE...	(1,050.00)
Bill Pmt -Check	08/10/2020	8368	Camrosa Water District	(178,351.08)
Bill Pmt -Check	08/10/2020	8369	Dial Security	(72.00)
Bill Pmt -Check	08/10/2020	8370	Dig Safe Board	(8.78)
Bill Pmt -Check	08/10/2020	8371	FGL Environmental	(145.00)
Bill Pmt -Check	08/10/2020	8372	FRONTIER	(185.67)
Bill Pmt -Check	08/10/2020	8373	Promaid, Inc.	(195.00)
Bill Pmt -Check	08/10/2020	8374	Prudential Overall Supply	(184.58)
Bill Pmt -Check	08/10/2020	8375	Underground Service Alert	(34.75)
Bill Pmt -Check	08/10/2020	8376	VCSDA	(150.00)
Bill Pmt -Check	08/10/2020	8377	WEX BANK	(301.54)
Liability Check	08/11/2020		QuickBooks Payroll Serv...	(13,615.92)
Check	08/11/2020		SCE/Payment Processing	(22,263.95)
Check	08/11/2020		CalPERS	(3,955.37)
Paycheck	08/12/2020	DD14...	Daniel J Vasquez	
Paycheck	08/12/2020	DD14...	Nancy M Lawrence	

8:13 AM

12/07/20

Accrual Basis

**Pleasant Valley County Water District
Meeting Bank Accounts Register
As of December 7, 2020**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Paycheck	08/12/2020	DD14...	Paul A Otero	
Paycheck	08/12/2020	DD14...	Jared Bouchard	
Check	08/13/2020		DCSS	(367.85)
Check	08/17/2020		SoCalGas	(19.18)
Check	08/20/2020	eft	AT & T	(67.43)
Check	08/24/2020	eft	CalPERS	(5,817.04)
Check	08/24/2020		CalPERS-Retirement	(1,632.75)
Check	08/24/2020		CalPERS	(700.00)
Check	08/24/2020		CalPERS-Retirement	(419.74)
Liability Check	08/25/2020		QuickBooks Payroll Serv...	(13,668.46)
Paycheck	08/26/2020	DD14...	Daniel J Vasquez	
Paycheck	08/26/2020	DD14...	Nancy M Lawrence	
Paycheck	08/26/2020	DD14...	Jared Bouchard	
Paycheck	08/26/2020	DD14...	Paul A Otero	
Bill Pmt -Check	08/26/2020	8379	ACWA/JPIA	(940.84)
Bill Pmt -Check	08/26/2020	8380	AIRGAS USA, LLC	(253.56)
Bill Pmt -Check	08/26/2020	8381	Asbury Environmental S...	(160.00)
Bill Pmt -Check	08/26/2020	8382	AT&T Mobility	(97.63)
Bill Pmt -Check	08/26/2020	8383	BROADBAND MICROWA...	(99.00)
Bill Pmt -Check	08/26/2020	8384	BROWNSTEIN HYATT F...	(4,606.35)
Bill Pmt -Check	08/26/2020	8385	City of Camarillo	(70.02)
Bill Pmt -Check	08/26/2020	8386	Digital Deployment	(300.00)
Bill Pmt -Check	08/26/2020	8387	E.J. Harrison & Sons	(198.12)
Bill Pmt -Check	08/26/2020	8388	Harris Water Conditioni...	(46.75)
Bill Pmt -Check	08/26/2020	8389	Pitney Bowes	(108.99)
Bill Pmt -Check	08/26/2020	8390	Prudential Overall Supply	(142.48)
Bill Pmt -Check	08/26/2020	8391	SOARES, SANDALL & P...	(550.00)
Bill Pmt -Check	08/26/2020	8392	UWCD	(60,209.32)
Bill Pmt -Check	08/26/2020	8393	XIO, INC.	(464.00)
Check	08/27/2020	eft	DCSS	(367.85)
Bill Pmt -Check	08/28/2020	8394	Arnold, LaRochelle, Etal	(4,810.00)
Bill Pmt -Check	08/28/2020	8395	LAFCO	(3,128.00)
Bill Pmt -Check	08/28/2020	8396	Prudential Overall Supply	(48.41)
Liability Check	09/04/2020		QuickBooks Payroll Serv...	(791.49)
Paycheck	09/08/2020	TRUE...	Jared Bouchard	
Liability Check	09/08/2020		QuickBooks Payroll Serv...	(14,268.97)
Check	09/08/2020	eft	SCE Southern California...	(37,191.19)
Paycheck	09/09/2020	DD14...	Daniel J Vasquez	
Paycheck	09/09/2020	DD14...	Jared Bouchard	
Paycheck	09/09/2020	DD14...	Nancy M Lawrence	
Paycheck	09/09/2020	DD14...	Paul A Otero	
Bill Pmt -Check	09/17/2020	8397	ACWA/JPIA	(940.84)
Bill Pmt -Check	09/17/2020	8398	AIRGAS USA, LLC	(39.81)
Bill Pmt -Check	09/17/2020	8399	Arnold, LaRochelle, Etal	(7,384.00)
Bill Pmt -Check	09/17/2020	8400	AWA.	(75.00)
Bill Pmt -Check	09/17/2020	8401	BROADBAND MICROWA...	(129.00)
Bill Pmt -Check	09/17/2020	8402	BROWNSTEIN HYATT F...	(6,635.34)
Bill Pmt -Check	09/17/2020	8403	Dial Security	(72.00)
Bill Pmt -Check	09/17/2020	8404	Dig Safe Board	(8.78)
Bill Pmt -Check	09/17/2020	8405	Digital Deployment	(600.00)
Bill Pmt -Check	09/17/2020	8406	FCGMA	(12,387.65)
Bill Pmt -Check	09/17/2020	8407	FGL Environmental	(145.00)
Bill Pmt -Check	09/17/2020	8408	FRONTIER	(183.46)
Bill Pmt -Check	09/17/2020	8409	Hands-On Consultations	(178.50)
Bill Pmt -Check	09/17/2020	8410	Hose-Man Inc.	(220.46)
Bill Pmt -Check	09/17/2020	8411	Light Gabler	(570.00)

8:13 AM

12/07/20

Accrual Basis

Pleasant Valley County Water District
Meeting Bank Accounts Register
As of December 7, 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	09/17/2020	8412	McMaster Carr Supply	(731.62)
Bill Pmt -Check	09/17/2020	8413	Promaid, Inc.	(195.00)
Bill Pmt -Check	09/17/2020	8414	Prudential Overall Supply	(145.23)
Bill Pmt -Check	09/17/2020	8415	Quinn Company	(30.80)
Bill Pmt -Check	09/17/2020	8416	SOARES, SANDALL & P...	(765.00)
Bill Pmt -Check	09/17/2020	8417	U S Bank Payment Center	(1,397.67)
Bill Pmt -Check	09/17/2020	8418	Underground Service Alert	(33.10)
Bill Pmt -Check	09/17/2020	8419	UWCD	(47,878.87)
Check	09/17/2020	PHONE	WEX BANK	(835.63)
Bill Pmt -Check	09/17/2020	8420	AT&T Mobility	(97.63)
Bill Pmt -Check	09/17/2020	8421	Access Information Man...	(301.61)
Check	09/20/2020	eft	AT&T Mobility	(67.44)
Liability Check	09/22/2020		QuickBooks Payroll Serv...	(14,322.54)
Liability Check	09/22/2020		QuickBooks Payroll Serv...	(8,238.30)
Bill Pmt -Check	09/22/2020	8422	Camrosa Water District	(162,029.39)
Bill Pmt -Check	09/22/2020	8423	J. Harrison & Sons	(198.12)
Bill Pmt -Check	09/22/2020	8424	G. WILCOX, INC.	(47.41)
Bill Pmt -Check	09/22/2020	8425	GL Environmental	(170.00)
Bill Pmt -Check	09/22/2020	8426	Hands-On Consultations	(119.00)
Bill Pmt -Check	09/22/2020	8427	Harris Water Conditioni...	(46.75)
Bill Pmt -Check	09/22/2020	8428	XIO, INC.	(464.00)
Paycheck	09/23/2020	DD14...	Daniel J Vasquez	
Paycheck	09/23/2020	DD14...	Jared Bouchard	
Paycheck	09/23/2020	DD14...	Nancy M Lawrence	
Paycheck	09/23/2020	DD14...	Paul A Otero	
Paycheck	09/23/2020	DD14...	Jared Bouchard	
Bill Pmt -Check	09/30/2020	8429	ACWA/JPIA	(3,146.43)
Bill Pmt -Check	09/30/2020	8430	City of Camarillo	(83.66)
Bill Pmt -Check	09/30/2020	8431	Dial Security	(72.00)
Bill Pmt -Check	09/30/2020	8432	Prudential Overall Supply	(48.41)
Bill Pmt -Check	09/30/2020	8433	RICOH USA, INC	(17.95)
Bill Pmt -Check	09/30/2020	8434	U S Bank Payment Center	(894.17)
Bill Pmt -Check	10/01/2020	8439	Association of California ...	(9,640.00)
Bill Pmt -Check	10/01/2020	8440	Prudential Overall Supply	(61.64)
Bill Pmt -Check	10/01/2020	8446	McMaster Carr Supply	(89.36)
Liability Check	10/02/2020		QuickBooks Payroll Serv...	(206.00)
Paycheck	10/05/2020	8441	Craig R Kaihara	(92.35)
Paycheck	10/05/2020	8442	John Menne	(92.35)
Paycheck	10/05/2020	8443	John S. Broome	(92.35)
Paycheck	10/05/2020	8444	Peter W Hansen	(92.35)
Paycheck	10/05/2020	8445	Thomas P Vujovich	(92.35)
Check	10/05/2020	eft	SCE / ACCOUNTS REC...	(80,532.14)
Liability Check	10/06/2020		QuickBooks Payroll Serv...	(14,268.90)
Check	10/06/2020	EFT	CalPERS	(6,517.04)
Paycheck	10/07/2020	DD14...	Daniel J Vasquez	
Paycheck	10/07/2020	DD14...	Jared Bouchard	
Paycheck	10/07/2020	DD14...	Nancy M Lawrence	
Paycheck	10/07/2020	DD14...	Paul A Otero	
Bill Pmt -Check	10/08/2020	8461	UWCD	(116,525.02)
Bill Pmt -Check	10/12/2020	8447	ACWA/JPIA	(13,585.00)
Bill Pmt -Check	10/12/2020	8448	AIRGAS USA, LLC	(35.95)
Bill Pmt -Check	10/12/2020	8449	BROADBAND MICROWA...	(129.00)
Bill Pmt -Check	10/12/2020	8450	BROWNSTEIN HYATT F...	(25,883.30)
Bill Pmt -Check	10/12/2020	8451	Dig Safe Board	(8.06)
Bill Pmt -Check	10/12/2020	8452	FRONTIER	(195.51)
Bill Pmt -Check	10/12/2020	8453	Pitney Bowes Global Fin...	(164.55)

8:13 AM

12/07/20

Accrual Basis

Pleasant Valley County Water District
Meeting Bank Accounts Register
As of December 7, 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	10/12/2020	8454	Progressive Land Manag...	(1,585.00)
Bill Pmt -Check	10/12/2020	8455	Promaid, Inc.	(195.00)
Bill Pmt -Check	10/12/2020	8456	Prudential Overall Supply	(48.41)
Bill Pmt -Check	10/12/2020	8457	SOARES, SANDALL & P...	(660.00)
Bill Pmt -Check	10/12/2020	8458	WEX BANK	(460.48)
Bill Pmt -Check	10/12/2020	8459	ACWA/JPIA	(470.42)
Bill Pmt -Check	10/12/2020	8460	Underground Service Alert	(23.20)
Bill Pmt -Check	10/12/2020	8462	ACWA/JPIA	(4,187.95)
Check	10/19/2020		CalPERS-Retirement	(419.74)
Check	10/19/2020	eft	CalPERS-Retirement	(1,658.56)
Check	10/20/2020	eft	AT&T Mobility	(67.43)
Liability Check	10/20/2020		QuickBooks Payroll Serv...	(14,215.27)
Check	10/20/2020	eft	CalPERS-Retirement	(1,814.65)
Check	10/20/2020	eft	CalPERS-Retirement	(88.23)
Check	10/20/2020	eft	CalPERS-Retirement	(1,658.56)
Check	10/20/2020	eft	CalPERS-Retirement	(419.74)
Check	10/20/2020	eft	CalPERS	(200.00)
Check	10/20/2020	eft	CalPERS	(5,817.04)
Check	10/20/2020	eft	CalPERS-Retirement	(1,658.56)
Check	10/20/2020	eft	CalPERS-Retirement	(419.74)
Paycheck	10/21/2020	DD14...	Daniel J Vasquez	
Paycheck	10/21/2020	DD14...	Nancy M Lawrence	
Paycheck	10/21/2020	DD14...	Jared Bouchard	
Paycheck	10/21/2020	DD14...	Paul A Otero	
Bill Pmt -Check	10/23/2020	8463	Arnold, LaRochelle, Etal	(8,241.00)
Bill Pmt -Check	10/23/2020	8464	AT&T Mobility	(97.75)
Bill Pmt -Check	10/23/2020	8465	Camrosa Water District	(137,995.72)
Bill Pmt -Check	10/23/2020	8466	Digital Deployment	(300.00)
Bill Pmt -Check	10/23/2020	8467	E.J. Harrison & Sons	(198.12)
Bill Pmt -Check	10/23/2020	8468	Harris Water Conditioni...	(46.75)
Bill Pmt -Check	10/23/2020	8469	Kimball Midwest	(277.78)
Bill Pmt -Check	10/23/2020	8470	Prudential Overall Supply	(96.82)
Bill Pmt -Check	10/23/2020	8471	XIO, INC.	(464.00)
Bill Pmt -Check	10/28/2020	8472	City of Camarillo	(63.20)
Bill Pmt -Check	10/28/2020	8473	Dial Security	(72.00)
Bill Pmt -Check	10/28/2020	8474	Pitney Bowes	(108.99)
Bill Pmt -Check	10/28/2020	8475	Prudential Overall Supply	(48.41)
Paycheck	11/04/2020	DD14...	Daniel J Vasquez	
Paycheck	11/04/2020	DD14...	Nancy M Lawrence	
Paycheck	11/04/2020	DD14...	Paul A Otero	
Paycheck	11/04/2020	DD14...	Jared Bouchard	
Liability Check	11/04/2020		QuickBooks Payroll Serv...	(14,324.26)
Check	11/09/2020	eft	SCE/Payment Processing	(17,688.59)
Bill Pmt -Check	11/10/2020	8476	Access Information Man...	(301.61)
Bill Pmt -Check	11/10/2020	8477	AIRGAS USA, LLC	(39.81)
Bill Pmt -Check	11/10/2020	8478	Arnold, LaRochelle, Etal	(6,094.06)
Bill Pmt -Check	11/10/2020	8479	BONDY GROUNDWATE...	(1,732.50)
Bill Pmt -Check	11/10/2020	8480	Camrosa Water District	(153,261.17)
Bill Pmt -Check	11/10/2020	8481	Dig Safe Board	(8.78)
Bill Pmt -Check	11/10/2020	8482	FGL Environmental	(145.00)
Bill Pmt -Check	11/10/2020	8483	FRONTIER	(184.94)
Bill Pmt -Check	11/10/2020	8484	Fumio Sasaki	(58.40)
Bill Pmt -Check	11/10/2020	8485	Promaid, Inc.	(195.00)
Bill Pmt -Check	11/10/2020	8486	SOARES, SANDALL & P...	(1,394.00)
Bill Pmt -Check	11/10/2020	8487	U S Bank Payment Center	(398.46)
Bill Pmt -Check	11/10/2020	8488	Underground Service Alert	(31.45)

8:13 AM

12/07/20

Accrual Basis

Pleasant Valley County Water District
Meeting Bank Accounts Register
As of December 7, 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Bill Pmt -Check	11/10/2020	8489	BROADBAND MICROWA...	(129.00)
Bill Pmt -Check	11/10/2020	8490	Michael K. Nunley & Ass...	(1,506.89)
Bill Pmt -Check	11/10/2020	8491	Prudential Overall Supply	(96.82)
Check	11/15/2020	eft	SoCalGas	(20.75)
Paycheck	11/18/2020	DD14...	Paul A Otero	
Paycheck	11/18/2020	DD14...	Nancy M Lawrence	
Paycheck	11/18/2020	DD14...	Daniel J Vasquez	
Paycheck	11/18/2020	DD14...	Jared Bouchard	
Liability Check	11/18/2020		QuickBooks Payroll Serv...	(14,215.26)
Bill Pmt -Check	11/23/2020	8492	ACWA/JPIA	(470.42)
Bill Pmt -Check	11/23/2020	8493	AT&T Mobility	(97.75)
Bill Pmt -Check	11/23/2020	8494	California School Boards...	(1,500.00)
Bill Pmt -Check	11/23/2020	8495	Dial Security	(246.00)
Bill Pmt -Check	11/23/2020	8496	Digital Deployment	(300.00)
Bill Pmt -Check	11/23/2020	8497	E.J. Harrison & Sons	(198.12)
Bill Pmt -Check	11/23/2020	8498	Hands-On Consultations	(159.00)
Bill Pmt -Check	11/23/2020	8499	Prudential Overall Supply	(88.09)
Bill Pmt -Check	11/23/2020	8500	UWCD	(122,516.70)
Bill Pmt -Check	11/23/2020	8501	XIO, INC.	(464.00)
Bill Pmt -Check	11/30/2020	8502	BONDY GROUNDWATE...	(997.50)
Bill Pmt -Check	11/30/2020	8503	City of Camarillo	(76.84)
Bill Pmt -Check	11/30/2020	8504	Daniel Vasquez	(120.47)
Bill Pmt -Check	11/30/2020	8505	Diener's Electric	(3,006.68)
Bill Pmt -Check	11/30/2020	8506	FCGMA	(18,925.14)
Bill Pmt -Check	11/30/2020	8507	Harris Water Conditioni...	(46.75)
Bill Pmt -Check	11/30/2020	8508	Paul Otero	(30.00)
Paycheck	12/02/2020	DD14...	Daniel J Vasquez	
Paycheck	12/02/2020	DD14...	Nancy M Lawrence	
Paycheck	12/02/2020	DD14...	Paul A Otero	
Paycheck	12/02/2020	DD14...	Jared Bouchard	
Liability Check	12/02/2020		QuickBooks Payroll Serv...	(15,855.81)
Total 1010 · Pacific Western-Checking				(1,995,421.59)
Total 1000 · Cash				(1,995,421.59)
TOTAL				(1995421.59)

STAFF

Jared L. Bouchard
General Manager

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

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

RESOLUTION No. 20-01

**A Resolution of the Board of Directors of
PLEASANT VALLEY COUNTY WATER DISTRICT**

Requesting that their Landowner General District Election to Be Held on May 4, 2021, be Consolidated with Other Elections Called to Be Held on the Same Day and in the Same Territory

WHEREAS, an election shall be conducted for the *Pleasant Valley County Water District* pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on May 4, 2021, for the purpose of electing 2 full term Directors.

WHEREAS, the Board of Directors wishes the Elections Division of the Office of the County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 et seq. of the Elections Code, said election may be consolidated with other elections to be held on the same day; and

WHEREAS, the Board of Directors desires to request that this District's General District Election be consolidated with any other election, which may be held on the same date and involving the same territory.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS as follows:

THAT the General District Election of this District is to be held on May 4, 2021, and consolidated with any other elections held on the same date and involving all of a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code; and further

THAT, pursuant to Elections Code Section 13307, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

PASSED, APPROVED AND ADOPTED this 15th day of December 2020.

ATTEST:

Thomas P. Vujovich, Jr. President

Jared Bouchard, General Manager



**County of Ventura
COUNTY CLERK AND RECORDER**

MARK A. LUNN
County Clerk and Recorder
Registrar of Voters

JAMES B. BECKER
Assistant County Clerk and Recorder

TRACY D. SAUCEDO
Assistant Registrar of Voters

MARTIN E. COBOS
Operations Manager

MIRANDA L. NOBRIGA
Public Information Officer

November 23, 2020

Mr. Jared Bouchard, General Manager
Pleasant Valley County Water District
154 South Las Posas Road
Camarillo, CA 93010

Re: Landowner General District Election May 4, 2021

Dear Mr. Bouchard:

Enclosed is an abbreviated calendar of events actions as applicable. The following documents are to be returned by Monday, December 28, 2020:

1. Resolution requesting consolidation election to be conducted (E.C. §10502)
2. "Notice of Elective Offices to be Filled" and whether the candidate or the district will bear the cost of the candidate statement (form enclosed)
3. Criteria for determining tie votes by lot (E.C. §15651)
4. A copy of your governing board's Conflict of Interest Code
5. "Request for Specified Election Services" form (form enclosed)
6. A map showing the boundaries of the district. (E.C. §10524)

The nomination period opens on Monday, January 11, 2021, and closes on Friday, February 5, 2021. The extension period ending on Wednesday, February 10th in those cases where the incumbent does not file. Please remember that upon issuance of the nomination documents the completed check sheet should be emailed immediately for verification of the candidate's eligibility to Candidate.Filing@Ventura.org.

USB Drives with Nomination Documents and instructions on the nomination procedures will be mailed at a later date.

If you have any questions or require additional documents, please feel free to call Monica Terrones at (805) 654-5031.

Sincerely,

TRACY D. SAUCEDO, CERA, REO
Assistant Registrar of Voters

Preserving History • Protecting Democracy

COUNTY OF VENTURA
ELECTIONS DIVISION CALENDAR
MAY 4, 2021 LANDOWNER MAIL BALLOT ELECTION

December 28, 2020 (E – 127)	Last day to submit resolution to County calling the election. (Resolution, Offices to be Filled, Request for Specified Election Services and map due to the County).
January 6, 2021 (E – 118)	County to Publish Notice of Election.
January 11, 2021 (E – 113)	Nomination period begins.
January 15, 2021 (E – 109)	District to request latest equalized assessment roll from Assessor's office in order to tabulate eligible votes per parcel.
February 5, 2021 (E – 88 5:00 p.m.)	Last day of nomination period.
February 6-10, 2021 (E – 87-83)	Extension of nomination period.
February 11, 2021 (E – 82)	Random alpha drawing.
February 26, 2021 (E – 67)	County Voter Information Guides to printers.
March 8 – April 20 (E – 57-14)	Write-In Candidate Filing Period.
March 11, 2021 (E – 54)	District to provide the County a mailing list of landowners qualified under the principal act of the District to vote.
April 5, 2021 (E – 29)	Mail County Voter Information Guides.
April 5, 2021 (E – 29)	Mail Landowner Ballots.
May 4, 2021 (E)	Election Day.
June 3, 2021 (E + 30)	Completion of official canvass.



MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

Notice to the County Clerk of Elective Offices to be Filled in the

(Name of City, School or Special District)

You are hereby notified that a Landowner General District Election will be held on May 4, 2020.

Records indicate that the elective offices held by the persons listed below are to be filled:

Name of Officeholder*

Title & Division (if any)

The _____ is to pay for the printing, handling, translating, and mailing
City/District/Candidate**
of the candidate's statements pursuant to Section 13307 of the Elections Code.

Dated: _____

(SEAL)

District Secretary

* Please note if any appointments were made to fill vacancies and indicate expiration of terms.

** Indicate City, District or Candidate depending upon which entity is to be billed for the cost of printing and handling the candidate's statements.

AGREEMENT BETWEEN
CAMROSA WATER DISTRICT AND
PLEASANT VALLEY COUNTY WATER DISTRICT
REGARDING USE OF CAMROSA'S RECYCLE WATER SUPPLY

THIS AGREEMENT BETWEEN CAMROSA WATER DISTRICT AND PLEASANT VALLEY COUNTY WATER DISTRICT REGARDING USE OF CAMROSA'S RECYCLE WATER SUPPLY ("Agreement") is entered into this ___ day of _____, 2020, ("Effective Date"), between CAMAROSA WATER DISTRICT ("Camrosa") and PLEASANT VALLEY COUNTY WATER DISTRICT ("Pleasant Valley"), both California county water districts formed pursuant to California Water Code Section 30000, et seq. Camrosa and Pleasant Valley are at times collectively referred to as "parties" or individually as "Party."

RECITALS

A. Camrosa produces excess Recycle Water from the Camrosa Water Reclamation Facility ("CWRF"), which, unless used in some other way, would be discharged to the Salinity Management Pipeline ("SMP") and lost to the ocean.

B. Pleasant Valley's primary mission is to provide supplemental water to agricultural users within the boundaries of its district, and to maintain and preserve the limited groundwater resources within its district. Using Camrosa's excess Recycle Water from the CWRF allows Pleasant Valley to reduce its groundwater production.

C. Camrosa has previously made its excess Recycle Water available for use by Pleasant Valley pursuant to a Memorandum of Understanding, dated November 21, 2019.

D. The parties wish to confirm and continue the arrangement for Pleasant Valley's use of Camrosa's excess Recycle Water, as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, it is agreed as follows:

1. Availability of Water Pursuant to this Agreement.
 - (a) Pleasant Valley acknowledges that Camrosa cannot guarantee, for

whatever reason, to Pleasant Valley the amount of Recycle Water, if any, available for purchase by Pleasant Valley under this Agreement.

(b) During the Term of this Agreement, Camrosa shall make available to Pleasant Valley for purchase any excess Recycle Water that would otherwise be subject to being discharged to the SMP. The purchase price for such Recycle Water is set forth in Section 3, below.

2. Use Restrictions; Indemnification. Pleasant Valley acknowledges and agrees that all Recycle Water delivered to Pleasant Valley pursuant to this Agreement must be used only within the boundaries of Pleasant Valley Water District. Pleasant Valley shall defend, indemnify, and hold harmless Camrosa, its officers, directors, employees, managers, and agents from any and all claims, lawsuits, demands, judgments, or other liability arising out of, directly or indirectly, Pleasant Valley's distribution of recycle water delivered under this Agreement outside Pleasant Valley's jurisdictional boundaries.

3. Monthly Payment. Pleasant Valley has no obligation to take any Recycle Water from Camrosa under this Agreement. Pleasant Valley shall pay Camrosa for any Recycle Water delivered by Camrosa to Pleasant Valley ("Delivered Water") in accordance to with the following provisions:

(a) Subject to subparagraph 5(c), below, the base unit price per acre foot of Project Water is \$171.80 per acre foot, plus calculated electrical cost.

(b) Camrosa shall invoice Pleasant Valley on a monthly basis for Delivered Water during the prior month. Pleasant Valley shall render payment to Camrosa within thirty days of receiving a monthly invoice for Delivered Water.

4. Relationship to Other Agreements. The volume of CWRP Recycle Water purchased by Pleasant Valley shall not decrement the yearly or monthly take-or-pay requirement defined in Sections 2 and 7 of the *Agreement For Recycled Water Service*, dated June 20, 2018, or the yearly take-or-pay requirement defined in Section 6 of the *Agreement Between Camrosa Water District and Pleasant Valley County Water District For The Sale of Water Pursuant to State Water Resources Control Board Water Right Decision 1638*, dated April 10, 2014.

5. Credits. There are no credits transferred or used in association with Recycle

Water delivered under this Agreement.

6. Term. The "Term" of this Agreement is one year, and shall commence on the Effective Date.

7. Water Quality.

(a) Pleasant Valley acknowledges that Camrosa cannot guarantee to Pleasant Valley the quality of the Recycle Water available for purchase by, and/or delivered to, Pleasant Valley pursuant to this Agreement. If Camrosa receives knowledge or notification of any condition that impairs the quality of the Recycle Water available under this Agreement, Camrosa shall notify Pleasant Valley by telephone. Pleasant Valley shall provide to Camrosa the emergency phone number and contact at Pleasant Valley for purposes of this notification and shall promptly notify Camrosa in writing of any changes to this information during the term.

(b) Pleasant Valley shall hold Camrosa harmless from any and all claims, lawsuits, demands, judgments, or other liability arising out of, directly or indirectly, the use of Recycle Water delivered under this Agreement, including but not limited to impurities, pollution, or chemical which may be introduced into the water made available under this Agreement. Notwithstanding the foregoing, Camrosa, its elective and appointive boards, officers, agents and employees, shall not be relieved from liability to Pleasant Valley for Camrosa's gross negligence or willful misconduct arising from or related to Camrosa's performance of its notification obligations under Section 7(a) of this Agreement.

8. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CAMROSA:

General Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

PLEASANT VALLEY:

General Manager
Pleasant Valley County Water District
154 S Las Posas Rd.
Camarillo, CA 93010-8570

9. Miscellaneous.

(a) Assignment. The Parties agree that this Agreement may not be assigned without the prior written consent of the other Party.

(b) Waiver: Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's rights to demand strict compliance by such other Party in the future. No waiver by a Party of a default or breach by another Party or Parties shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(c) Construction. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any Party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

(d) Mitigation of Damages. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

(e) Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California.

(f) Captions. The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

(g) Authorization. Each Party represents and warrants to the other that the execution, delivery, election to participate in, and performance of this Agreement (i) are within its powers, (ii) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (iii) binds said Party and its respective administrators, officers, directors, agents, employees, successors, assigns, principals, joint venturers, insurance carriers, and any others who may claim through it under this Agreement.

(h) Entire Agreement. This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the Parties with respect thereto. Any modifications of this Agreement will be effective only if it is in writing and signed by each Party to this Agreement.

(i) Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Relationship of the Parties. The relationship of the Parties to this Agreement shall be that of independent contractors and in no event shall any Party be considered an officer, agent, servant or employee of any other Party. Without limiting the foregoing, each Party agrees to be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work or obligations assigned to them under this Agreement.

///

///

///

///

IN WITNESS WHEREOF, the Parties have entered into this Agreement.

CAMROSA WATER DISTRICT

By _____
Tony Stafford, General Manager

Date: _____

PLEASANT VALLEY COUNTY WATER DISTRICT

By _____
Jared L. Bouchard, General Manager

Date: _____

AGREEMENT BETWEEN
CAMROSA WATER DISTRICT AND
PLEASANT VALLEY COUNTY WATER DISTRICT
REGARDING USE OF CAMROSA'S RECYCLE WATER SUPPLY

THIS AGREEMENT BETWEEN CAMROSA WATER DISTRICT AND PLEASANT VALLEY COUNTY WATER DISTRICT REGARDING USE OF CAMROSA'S RECYCLE WATER SUPPLY ("Agreement") is entered into this ___ day of _____, 2020, ("Effective Date"), between CAMAROSA WATER DISTRICT ("Camrosa") and PLEASANT VALLEY COUNTY WATER DISTRICT ("Pleasant Valley"), both California county water districts formed pursuant to California Water Code Section 3C000, et seq. Camrosa and Pleasant Valley are at times collectively referred to as "Parties" or individually as "Party."

RECITALS

A. Camrosa produces ~~excess~~ Recycle Water from the Camrosa Water Reclamation Facility ("CWRF"), which, unless used ~~in some other way~~, within the District would be discharged to the Salinity Management Pipeline ("SMP") and lost to the ocean.

B. Pleasant Valley's primary mission is to provide supplemental water to agricultural users within the boundaries of its district, and to maintain and preserve the limited groundwater resources within its district. Using Camrosa's ~~excess~~ Recycle Water from the CWRF allows Pleasant Valley to reduce its groundwater production.

C. Camrosa has previously made its ~~excess~~ Recycle Water available for use by Pleasant Valley pursuant to a Memorandum of Understanding, dated November 21, 2019.

D. The parties wish to confirm and continue the arrangement for Pleasant Valley's use of Camrosa's ~~excess~~ Recycle Water, as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, it is agreed as follows:

1. Availability of Water Pursuant to this Agreement.
 - (a) Pleasant Valley acknowledges that Camrosa cannot guarantee, for

whatever reason, to Pleasant Valley the amount of Recycle Water, if any, available for purchase by Pleasant Valley under this Agreement.

(b) During the Term of this Agreement, Camrosa shall make available to Pleasant Valley for purchase any ~~excess~~ Recycle Water that would otherwise be subject to being discharged to the Salinity Management Pipeline (SMP). The purchase price for such Recycle Water is set forth in Section 3, below.

2. Use Restrictions; Indemnification. Pleasant Valley acknowledges and agrees that all Recycle Water delivered to Pleasant Valley pursuant to this Agreement must be used only within the boundaries of Pleasant Valley Water District. Pleasant Valley shall defend, indemnify, and hold harmless Camrosa, its officers, directors, employees, managers, and agents from any and all claims, lawsuits, demands, judgments, or other liability arising out of, directly or indirectly, Pleasant Valley's distribution of recycle water delivered under this Agreement inside and outside Pleasant Valley's jurisdictional boundaries.

3. Monthly Payment. Pleasant Valley has no obligation to take any Recycle Water from Camrosa under this Agreement. Pleasant Valley shall pay Camrosa for any Recycle Water delivered by Camrosa to Pleasant Valley ("Delivered Water") in accordance to with the following provisions:

(a) ~~Subject to subparagraph 5(e), below,~~ The base unit price per acre foot of Project Water is \$171.80 per acre foot, plus calculated electrical cost. Costs are calculated according to a proportional share of the water delivered to PVCWD via the PV Metering Station, located at Camrosa's Ponds Pump site, where the discharge of the Camrosa-owned PV Pumps are metered into the PVCWD irrigation water distribution system. Both parties recognize that there are multiple interrelated variables that affect energy consumption and that the energy cost allocation described below is a reasonable but not exact allocation of energy consumption.

1. A kWh/af energy factor for the production and delivery of CWRf water is calculated on a monthly basis.
2. A cost per kWh is calculated and applied to the production and delivery components of the formula each month.
3. Energy costs for delivery of CWRf water from the Camrosa Ponds are calculated by multiplying acre feet pumped to PVCWD by the energy factor by the cost per kWh. Both parties recognize that there are multiple interrelated variables that affect energy consumption and that the energy cost allocation described below is a reasonable but not exact allocation of energy

(b) Camrosa shall invoice Pleasant Valley on a monthly basis for Delivered Water during the prior month. Pleasant Valley shall render payment to Camrosa within thirty days of receiving a monthly invoice for Delivered Water. Any late payments will be considered delinquent and will be subject to Camrosa's standard penalty charges and disconnection procedures then in effect.

4. Relationship to Other Agreements. The volume of CWRF Recycle Water purchased by Pleasant Valley shall not decrement the yearly or monthly take-or-pay requirement defined in Sections 2 and 7 of the *Agreement For Recycled Water Service*, dated June 20, 2018, or the yearly take-or-pay requirement defined in Section 6 of the *Agreement Between Camrosa Water District and Pleasant Valley County Water District For The Sale of Water Pursuant to State Water Resources Control Board Water Right Decision 1638*, dated April 10, 2014.

5. Credits. There are no credits transferred or used in association with Recycle

Agreement Between Camrosa and Pleasant Valley Water District

Water delivered under this Agreement. Credits as defined in the Fox Canyon Groundwater Management Agency resolution 2014-01 and the Agreement Between Camrosa Water District and Pleasant Valley County Water District For The Sale of Water Pursuant to State Water Resources Control Board Water Right Decision 1638 Agreement do not apply to this agreement.

6. Term. The "Term" of this Agreement is one year, and shall commence on the Effective Date.

7. Water Quality.

(a) Pleasant Valley acknowledges that Camrosa cannot guarantee to Pleasant Valley the quality of the Recycle Water available for purchase by, and/or delivered to, Pleasant Valley pursuant to this Agreement. ~~If Camrosa receives knowledge or notification of any condition that impairs the quality of the Recycle Water available under this Agreement~~ If water quality requirements set by Camrosa's waste discharge requirements are not met, Camrosa shall notify Pleasant Valley by telephone. Pleasant Valley shall provide to Camrosa the emergency phone number and contact at Pleasant Valley for purposes of this notification and shall promptly notify Camrosa in writing of any changes to this information during the term.

(b) Pleasant Valley shall hold Camrosa harmless from any and all claims, lawsuits, demands, judgments, or other liability arising out of, directly or indirectly, the use of Recycle Water delivered under this Agreement, including but not limited to impurities, pollution, or chemical which may be introduced into the water made available under this Agreement. Notwithstanding the foregoing, Camrosa, its elective and appointive boards, officers, agents and employees, shall not be relieved from liability to Pleasant Valley for Camrosa's gross negligence or willful misconduct arising from or related to Camrosa's performance of its notification obligations under Section 7(a) of this Agreement.

8. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CAMROSA:

General Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

PLEASANT VALLEY:

General Manager
Pleasant Valley County Water District
154 S Las Posas Rd.

Camarillo, CA 93010-8570

Agreement Between Camrosa and Pleasant Valley Water District

9. Miscellaneous.

(a) Assignment. The Parties agree that this Agreement may not be assigned without the prior written consent of the other Party.

(b) Waiver: Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's rights to demand strict compliance by such other Party in the future. No waiver by a Party of a default or breach by another Party or Parties shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(c) Construction. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any Party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

(d) Mitigation of Damages. In all situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

(e) Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California.

(f) Captions. The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

(g) Authorization. Each Party represents and warrants to the other that the execution, delivery, election to participate in, and performance of this Agreement (i) are within its powers, (ii) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (iii) binds said Party and its respective administrators, officers, directors, agents, employees, successors, assigns, principals, joint venturers, insurance carriers, and any others who may claim through it under this Agreement.

(h) Entire Agreement. This Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the Parties with respect thereto. Any modifications of this Agreement will be effective only if it is in writing and signed by each Party to this Agreement.

(i) Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Relationship of the Parties. The relationship of the Parties to this Agreement shall be that of independent contractors and in no event shall any Party be considered an officer, agent, servant or employee of any other Party. Without limiting the foregoing, each Party agrees to be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work or obligations assigned to them under this Agreement.

///

///

///

///

IN WITNESS WHEREOF, the Parties have entered into this Agreement.

CAMROSA WATER DISTRICT

By _____ Date:
Tony Stafford, General Manager

PLEASANT VALLEY COUNTY WATER DISTRICT

By _____ Date:
Jared L. Bouchard, General Manager