

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 at 10:00 a.m. on Tuesday, May 22, 2018, at the District Office located at 154 S. Las Posas Road, Camarillo, CA 93010-8570.

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) 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.

6) **ACTIONS ITEMS**

A. **Consider Recycle Water Agreement with CAMROSA WATER DISTRICT**

Recommendation: Authorize the General Manager to Execute the Agreement(s) and authorize the General Manager in consultation with District Legal Counsel to make non-sustentative modifications as appropriate.

B. **Approval of, and Authorization for, the General Manager to appoint Dave Souza as an Extra-Help employee in accordance with Government Code Sections 31680.6 and 7522.56.**

Recommendation: Approval of, and Authorization for, the General Manager to appoint Mr. Dave Souza as an Extra-Help employee following his retirement from the Pleasant Valley County Water District ("PVCWD") to fill a critically needed position overseeing major projects currently underway within the PVCWD.

C. **Consider Amendment to the Calleguas Municipal Water District Agreement for Construction and Use of Salinity Management Pipeline Temporary Service Connections for Pleasant Valley County Water District ("PVCWD")**

Recommendation: Authorize the General Manager to Execute the Agreement(s) and authorize the General Manager in consultation with District Legal Counsel to make non-sustentative modifications as appropriate

7) **OTHER BUSINESS.**

8) **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 24 hours prior to the scheduled meeting date and time at 154 S. Las Posas Road Camarillo Ca, 93010 in the location that is accessible 24 hours a day to the General Public.



Jared Bouchard
General Manager

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May 22, 2018 SPECIAL MEETING

TO: BOARD OF DIRECTORS

FROM: GENERAL MANAGER

Subject: Consider Recycle Water Agreement with CAMROSA WATER DISTRICT

AGENDA ITEM: 6A

Attached file

Recommendation: Board Action as appropriate.

**AGREEMENT
FOR
RECYCLED WATER SERVICE**

THIS AGREEMENT FOR RECYCLED WATER SERVICE ("agreement") is effective as of _____, 2018, and is between Camrosa Water District ("Camrosa") Pleasant Valley County Water District ("PVCWD").

RECITALS

- A. Camrosa operates a water enterprise that supplies water for domestic, municipal, and irrigation use, including separate distribution systems for potable and nonpotable water.
- B. PVCWD operates an agricultural irrigation distribution system connected to but separate from Camrosa's.
- C. Camrosa owns and operates the Conejo Creek Diversion, which produces nonpotable surface water ("Conejo Creek Water") and the Ponds, a storage facility where Conejo Creek Water is stored.
- D. Camrosa and PVCWD entered into an agreement on April 10, 2014 for the sale of Conejo Creek Water pursuant to State Water Resources Control Board Water Right Decision 1638 ("Conejo Creek Agreement").
- E. Conejo Creek Water deliveries to PVCWD are measured at the Camrosa-Pleasant Valley Metering Station.
- F. Camrosa operates a wastewater treatment facility (Camrosa Water Reclamation Facility) that treats effluent to tertiary levels suitable for non-potable uses. The plant operates under a National Pollutant Discharge Elimination System (NPDES) permit for its wastewater treatment operations and a water reclamation permit, both issued by the Los Angeles Regional Water Quality Control Board (LA-RWQCB).
- G. Camarillo Sanitary District, an agency of the City of Camarillo, operates a wastewater treatment facility ("CamSan Plant") that treats effluent to tertiary levels suitable for non-potable uses. The CamSan Plant operates under a NPDES permit for its wastewater treatment operations and a water reclamation permit, both issued by the LA-RWQCB.
- H. The tertiary-treated effluent produced by the Camrosa and CamSan plants will hereafter be referred to as "recycled water."
- I. Camrosa entered into an agreement with CamSan on June 22, 2017 to receive excess recycled water.
- J. Deliveries of CamSan recycled water to Camrosa will be metered at the interconnection of the Camrosa pipeline with the CamSan pipeline ("CamSan Metering Station").

- K. Camrosa desires to make excess recycled water available to PVCWD and PVCWD desires to purchase such recycled water for approved uses subject to the terms and conditions of this Agreement.
- L. As recycled water will be delivered through the Camrosa-Pleasant Valley Metering Station, all water delivered to PVCWD will, from the date of this Agreement on, be regulated by Title 22 of the California Code of Regulations.
- M. PVCWD's nonpotable distribution system is approved by the Division of Drinking water to distribute and serve recycled water.

AGREEMENT

1. Provision of Recycled Water.

Subject to the terms of this Agreement, Camrosa will deliver recycled water for irrigation use to PVCWD through the Camrosa-Pleasant Valley Metering Station.

2. Limitations on Recycled Water Delivery and Use.

- A. Camrosa estimates the quantity of excess recycled water available for sale to PVCWD to be at least 500 acre feet per year. These estimated quantities do not bind Camrosa to a minimum delivery to PVCWD. PVCWD acknowledges that:
 - i. Camrosa does not guarantee the availability of recycled water throughout the term of this Agreement. Recycled water delivery may be intermittent, inconsistent in volume, subject to reduction, or discontinued with or without notice.
 - ii. The recycled water system is not equipped to detect, treat, or remove harmful chemicals or toxic materials except to the extent required to meet federal, state, and local regulatory agency discharge standards.
 - iii. CamSan will conduct water quality sampling at the CamSan Plant on a regular basis in accordance with their water reclamation permit. This sampling includes continuous monitoring for chlorine residual, pH, a minimum of 90-minute disinfection contact time, turbidity, and daily coliform (total coliform). All other water quality monitoring will be conducted daily, weekly, monthly, quarterly, or annually. This information is available to PVCWD on an as-needed basis.
 - iv. Camrosa conducts water quality sampling at the Camrosa Water Reclamation Facility on a regular basis in accordance with their water reclamation permit. This sampling includes continuous monitoring for chlorine residual, pH, turbidity, and daily coliform (total coliform). All other water quality monitoring will be

conducted daily, weekly, monthly, quarterly, or annually. This information is available to PVCWD on an as-needed basis.

- B. Based on the above acknowledgments, PVCWD agrees to waive all claims against Camrosa for consequential or any other damages that might arise or result from the use of recycled water.

3. Camrosa Operational Responsibilities.

- A. Camrosa will provide excess recycled water up to the Camrosa-Pleasant Valley Metering Station in compliance with the applicable requirements of federal, state, and local regulatory agencies.
- B. Ultimate responsibility for the use of Camarillo's recycled water rests with CamSan, but as Camrosa is a Division of Drinking Water-certified recycled water distributor, CamSan ceded inspection authority and responsibilities to Camrosa.
- C. While such authority and responsibility grant Camrosa the right to enter PVCWD's premises to monitor and inspect all on-site recycled water facilities, because PVCWD is a DDW-certified recycled water distributor, Camrosa cedes inspection responsibilities to PVCWD and conditionally suspends Camrosa's right to enter PVCWD property and inspect on-site facilities.
 - i. The condition of such suspension is that PVCWD meet its Title-22/recycled water permit use-site reporting obligations; should PVCWD miss two or more consecutive quarterly use-site reports, and/or refuse two consecutive requests by Camrosa to either submit reports or perform coordinated inspections of on-site recycled water facilities (made by telephone to the contacts listed in Section 4), such suspension is automatically revoked and Camrosa regains the right to enter PVCWD's property and inspect all on-site recycled water facilities. PVCWD agrees to grant Camrosa access to its property for the purpose of such inspections; should PVCWD fail to accommodate such a request from Camrosa, recycled water service will be suspended until such time as PVCWD files delinquent use-site report or Camrosa is granted access to PVCWD's property to perform inspections of on-site recycled water facilities and verify recycled water is being used in accordance with Title 22 rules and regulations.
 - ii. Camrosa agrees to cede inspection responsibility to PVCWD. The same conditions regarding the suspension of Camrosa's right to access PVCWD's property outlined in Section 3C.i apply to the properties of any and all of PVCWD's users, as well.
- D. If water quality requirements set by Camrosa's Waste Discharge Requirements are not met and service is interrupted, Camrosa will promptly notify PVCWD by telephone. Contacts at PVCWD, in order of priority, are:

- i. PVCWD Main/Emergency Line: (805) 482-2119
- E. Camrosa is responsible for the Camrosa-Pleasant Valley Metering Station.

4. PVCWD Responsibilities and Use Requirements.

- A. PVCWD must pay all costs to accept delivery of recycled water and is responsible for the operation, surveillance, repair, and maintenance of its on-site recycled water facilities in compliance with all applicable laws and regulations.
- B. PVCWD acknowledges receipt of and agrees to comply with the applicable provisions of the most current version of Camrosa's *Recycled Water User Manual*. A copy of the current version of the manual is attached as Exhibit B.
- C. Upon receiving recycled water from Camrosa, PVCWD will be responsible for the protection of public health by following the most current version of the *Recycled Water User Manual*. If PVCWD is found to violate any requirements of the manual, Camrosa may cease delivery of recycled water without notice until corrections are made.
- D. PVCWD will provide SWRCB-DDW-approved Use Site Reports to Camrosa for sites that may be the receiver of recycled water that originates from Camrosa.
- E. PVCWD agrees that recycled water delivered by Camrosa to PVCWD will have the same priority of use as Conejo Creek water in PVCWD's portfolio of supply, as established in Fox Canyon Groundwater Management Agency Resolution 2013-02 and defined as "Conejo Creek Project supplemental water" therein; PVCWD will rely on Camrosa's recycled water and Conejo Creek water as their first priority supply as long as they have access to these supplies.
- F. Camrosa will operate the recycled system, when excess recycled water is available, such that recycled water is flowing to PVCWD. In the event that PVCWD does not wish to receive recycled water, PVCWD must contact Camrosa by telephone. Contacts, in order of priority, are:
 - a. Kevin Wahl (office: 805.482.8673 - cell: 8054696401)
 - b. Eric Garcia (805.256.3326)
 - c. Camrosa main line (805.388.0226)

5. Violations – Termination of Agreement.

- A. Camrosa reserves the right to decide if a violation of this Agreement has occurred. Violations may include, but are not limited to, noncompliance with any of the provisions of the *Recycled Water User Manual*. In addition, any act of noncompliance, either willful or not, with any federal, state, or local regulation regarding the use of recycled water will constitute a violation of this Agreement.

- B. If Camrosa determines that a violation has occurred, Camrosa will notify PVCWD of the violation and what corrective action must be taken. Upon receipt of a notice of violation, PVCWD must promptly take action to correct the violation. If the violation is not corrected in the period of time indicated on the notice of violation, Camrosa reserves the right to terminate recycled water service or this Agreement.
- C. Depending on the nature of the violation, Camrosa reserves the right to immediately terminate recycled water service or this Agreement due to PVCWD's noncompliance with this Agreement.

6. Monthly Billing for Service.

- A. PVCWD is obligated to take or pay for 500 AFY of recycled water as long as that quantity has been made available for delivery.
- B. PVCWD shall pay Camrosa for any recycled water delivered by Camrosa to PVCWD in accordance with the following conditions:
 - i. The initial purchase price for recycled water is \$610.00/AF. The annual adjusted unit price per acre foot of water shall be determined by adjusting the previous year's unit price per acre foot of water by the annual percentage change for the previous calendar year in the Consumer Price Index (Los Angeles-Riverside-Orange County, All Urban Consumers) as published by the U.S. Bureau of Labor Statistics (See Exhibit B for sample calculation). Notwithstanding the foregoing, in no event shall the adjusted unit price be more than 107% of the previous year's unit price and in no event shall the adjusted unit price be less than 93% of the previous year's unit price.
 - ii. Camrosa shall invoice PVCWD on a monthly basis for recycled water delivered during the prior month. Such bill will be included with the monthly invoices described in the Conejo Creek Agreement. Water quantity from each source, Conejo Creek and recycled, shall be clearly identified on the monthly invoice.
 - iii. PVCWD must make payments within 30 days of the date of issuance of a monthly bill. Any late payments will be considered delinquent and will be subject to Camrosa's standard penalty charges and disconnection procedures then in effect.
 - iv. The first water delivered through the Camrosa-Pleasant Valley Metering Station will be recycled water, up to the volume of recycled water available, as measured at the CamSan Metering Station. Ex: In June, if 250 AF of recycled water is measured at CamSan Metering Station and PVCWD deliveries from Camrosa total 500 AF, the first 250 AF of water will be billed as recycled water and the remainder will be billed as Conejo Creek Water.

- v. Energy costs associated with the delivery of recycled water through the Camrosa-Pleasant Valley Metering Station are captured in the purchase price established in Section 6.B.i. There will be no additional energy cost for the delivery of recycled water. Recycled water deliveries will therefore not be included in the calculation of energy costs for the delivery of Conejo Creek water to Pleasant Valley.

7. Annual Payment.

- A. In the event that PVCWD's total monthly purchases of recycled water during a given year ("cumulative purchases") represent less than 500 acre feet, PVCWD is obligated to make an annual payment equal to the difference between the cost of the cumulative purchases and the cost of the recycled water Camrosa made available, up to 500 acre feet. Camrosa and PVCWD further agree that recycled water subject to take or pay shall be limited to a monthly maximum of 100AF.
 - i. The acre-foot rate for the volume of recycled water constituted by the required annual payment will be the same as outlined in Section 6.B.i.
 - ii. Should an annual payment be necessary, Camrosa will invoice PVCWD for the annual payment on or before November 1st each year.
- B. Camrosa agrees to provide written notice (by email or other method agreed upon in writing) to PVCWD within 24 hours of PVCWD's failure at any time to accept delivery of recycled water when it is available.

8. Protection of Public Health.

Camrosa reserves the right to terminate service at any time and without prior notice to PVCWD's recycled water system in order to safeguard the public health. Promptly after termination of service, Camrosa will notify PVCWD, by telephone, at the contacts and according to the priorities listed in Section 4.C.

9. Assignment.

PVCWD may not assign any of its individual or collective rights under this Agreement to any person or entity, or become associated with any other party involving, in any way, the recycled water to be delivered pursuant to this Agreement without the prior written consent of Camrosa. Any such approved assignee must execute and agree to be bound by this Agreement.

10. Term.

Subject to the termination provisions of Section 5, the term of this Agreement will be forty years, and can be extended by mutual agreement.

11. Hold Harmless and Indemnification.

- A. PVCWD agrees to indemnify, defend, protect, and hold harmless Camrosa from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which Camrosa may suffer or incur or to which Camrosa may become subject by reason of or arising out of any injury to or death of any person(s), damage to Property, loss of use of Property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or willfully wrongful acts or omissions of PVCWD, its officers, employees, or agents related to PVCWD's use of recycled water on the Property or the performance of PVCWD's obligations under this Agreement.
- B. If any action or proceeding is brought against Camrosa by reason of any of the Claims that PVCWD has agreed to indemnify Camrosa against, as provided above, PVCWD, upon notice from Camrosa, must defend Camrosa at PVCWD's expense by counsel acceptable to Camrosa, such acceptance not to be unreasonably withheld. Camrosa need not have first paid for any of the matters to which Camrosa is entitled to indemnification in order to be so indemnified.
- C. For the purposes of this section, "Camrosa" includes Camrosa's officers, officials, employees, agents, and volunteers.
- D. The provisions of this section do not apply to Claims occurring as a result of Camrosa's sole negligence or willful acts or omissions.
- E. The hold harmless and indemnification obligations of this section will survive the termination of this Agreement.

12. Notices.

All notices given or required to be given pursuant to this Agreement must be in writing and may be given by personal delivery or by mail. Notice sent by mail will be addressed as follows:

To PVCWD: General Manager
Pleasant Valley County Water District
154 South Las Posas Road
Camarillo, CA 93010
(805) 482-2119

To Camrosa: General Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012
Phone: (805) 388-0226

Such notice will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this section.

13. General Provisions.

- A. Entire agreement. This Agreement and the attached Exhibits A, B and C which are incorporated by reference, sets forth the parties' entire understanding. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- B. Amendment. No alteration, change, or amendment to the terms of the Agreement will be valid unless made in writing and signed by both parties.
- C. Interpretation; venue. This Agreement is governed by the laws of the State of California. Exclusive venue for any action involving this agreement will be in Ventura County.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES of the Parties execute this agreement on the day and year entered above.

CAMROSA WATER DISTRICT

Tony Stafford, General Manager, Camrosa Water District

PLEASANT VALLEY COUNTY WATER DISTRICT

Jared Bouchard, General Manager, Pleasant Valley County Water District

DIRECTORS

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

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Mathews & Zirbel, LLP

MAY 22, 2018 SPECIAL MEETING

TO: BOARD OF DIRECTORS

FROM: GENERAL MANAGER

Subject: Approval of, and Authorization for, the General Manager to appoint Dave Souza as an Extra-Help employee in accordance with Government Code Sections 31680.6 and 7522.56.

AGENDA ITEM: 6B

RECOMMENDATION:

Approval of, and Authorization for, the General Manager to appoint Dave Souza as an Extra-Help employee following his retirement from the Pleasant Valley County Water District ("PVCWD") to fill a critically needed position overseeing major projects currently underway within the PVCWD.

DISCUSSION & LEGAL JUSTIFICATION:

As you know, former General Manager Dave Souza retired from PVCWD effective January, 2018 after more than 20 years of service to PVCWD. Dave's many years and accomplishments with PVCWD have given him an intimate knowledge of and expertise with PVCWD's extensive ground water extraction, delivery and storage system.

As your Board is also aware, Dave has also played an important role in several projects which are at a critical point in their development such that, without Dave's continued involvement, they would encounter unnecessary costs or further delays. One such project is the permanent pipeline from the Oxnard AWTF to the PVCWD for another supply of water to the PVCWD service area.

Pursuant to Government Code sections 31680.6 and 7522.56(c), a retiree may be employed by PVCWD for a period not to exceed 120 working days or 960 hours, whichever is greater, in any one fiscal year or any other 12-month period designated by the PVCWD Board of Directors in a position of limited duration requiring special skills or knowledge. Government Code section 7522.56(c) generally requires that a retired person may be hired without reinstatement from retirement only during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration. This situation specifically satisfies the latter standard. Dave's unique knowledge and experience of PVCWD operations, the specifics of the above time-sensitive project, and the regulatory process for groundwater resource and supplement of water development

overseen by various state, regional and local government agencies, require his appointment and qualify him for appointment to this Extra-Help position. It is anticipated that the work position will be of limited duration, to oversee certain projects while avoiding delays. It is anticipated Dave would average approximately 16 hours or 2 days of work per week, however this would be adjusted depending on the requirements of the projects.

Pursuant to Government Code section 7522.56(d), the rate of pay of the Extra-Help employee position cannot exceed the maximum rate paid for employees performing comparable duties. As Dave previously performed these duties in his capacity as General Manager, his pay rate as an Extra-Help employee will be limited to the salary range of the General Manager classification and will not include any premium pay, incentives, or benefits.

Given his unique experience and knowledge of the PVCWD facilities and projects the General Manager and Legal Counsel hereby certifies that Dave Souza has the special skills and knowledge necessary to fill the position of (Extra-Help) during the June 1, 2018 to June 1, 2019.

The cost estimates for this Extra-Help is based on a 16 hour average work week estimate for the remainder of the current fiscal, year and a total of 960 hours of work for the 12-month period beginning on June 1, 2018 and ending on June 1, 2019 .

Approval of this letter by the Board of Directors shall constitute the Board's Resolution for above-referenced matter.

Fiscal Impact:

If all 960 Hours were utilized the financial impact would be approximately 40k for a 12 month period. Staff does not anticipate needing the entire 960 hours. Staff estimates less than 200 hours of time would be required to assist in completing the projects.

Jared Bouchard
General Manager

John M. Mathews
District Legal Counsel

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May 22, 2018 SPECIAL MEETING

TO: BOARD OF DIRECTORS

FROM: GENERAL MANAGER

Subject: Consider Amendment to the Calleguas Municipal Water District Agreement for Construction and Use of Salinity Management Pipeline Temporary Service Connections for Pleasant Valley County Water District ("PVCWD")

AGENDA ITEM: 6C

Attached file

Recommendation: Board Action as appropriate.

AMENDMENT TO AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Calleguas Municipal Water District, organized under the Municipal Water District Act of 1911, as amended, hereinafter referred to as the "District" and the Pleasant Valley County Water District hereinafter referred to as "Customer".

RECITALS

- A. The District and Customer entered into an agreement entitled "Calleguas Municipal Water District Agreement for Construction and Use of Salinity Management Pipeline Temporary Service Connections for Pleasant Valley County Water District" hereinafter referred to as "Agreement".
- B. The Customer has been utilizing the Salinity Management Pipeline for conveyance of recycled water from the City of Oxnard's advanced water purification facility for connection to the Customer's water distribution system.
- C. The parties wish to extend the term of the Agreement for an additional three (3) years.

NOW THEREFORE, IT IS AGREED as follows:

- 1. The Agreement shall be extended for a period of three (3) years, but in no case longer than July 1, 2021.
- 2. Except as provided for herein, all terms and conditions set forth in the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment in Ventura County, California, and have caused this Amendment to be executed in duplicate on the day and year first above written.

CALLEGUAS MUNICIPAL WATER DISTRICT

BY: _____
Susan B. Mulligan
General Manager

PLEASANT VALLEY COUNTY WATER DISTRICT

BY: _____
Jared Bouchard
General Manager