



Special Board of Directors Meeting
Friday, July 22, 2022
5:00 p.m.

In accordance with the California Governor's Executive Stay at Home Order and the County of Ventura Health Officer Declared Local Health Emergency and Be Well at Home Order resulting from the novel coronavirus (COVID-19), the Fillmore City Hall is closed to the public. Therefore, the FPB GSA will be holding its Regular Board of Directors meeting virtually using the ZOOM video conferencing application.

To participate in the Board of Directors meeting via Zoom, please access:

<https://us02web.zoom.us/j/85480305580?pwd=ZnFBWGhtVU05dXd3REFkM255c0h6UT09>

Meeting ID: **854 8030 5580**

Password: **FPBGSA**

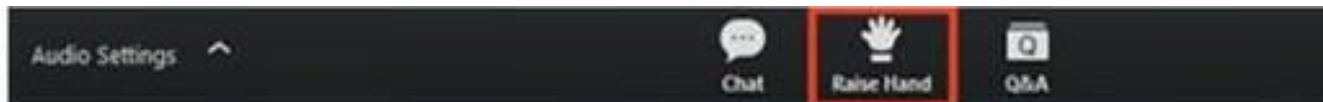
To hear just the audio portion of the meeting, phone into the toll-free number 877 853 5247

Meeting ID: **854 8030 5580**

All participants are asked to join the meeting at least five minutes in advance of the 5pm start time and be aware that all participants will be "muted" until recognized by the host. If your computer has a camera, please enable it so we can ensure better engagement between participants.

If you would like to address the Board with a question or offer a comment, please follow these simple instructions to engage the host (Clerk of the Board):

1. During a meeting, click on the icon labeled "Participants" at the bottom center of your computer screen.
2. At the bottom of the window on the right side of the screen, click the button labeled "Raise Hand."
3. Once you've been recognized by the Chair, please click on "Raise Hand" again to remove the signal.



Similarly, if you have a comment or question for the Board, you can use the "Chat" button to convey your question or comment to the HOST, who will put you in line to address the Board.

The Fillmore and Piru Basins GSA Board of Directors appreciates your participation and patience in using Zoom to conduct its public meeting.

AGENDA

1. CALL TO ORDER

1A Pledge of Allegiance

1B Directors Roll Call

1C Public Comments

Fillmore and Piru Basins Groundwater Sustainability Agency (Agency) will accept public comment concerning agenda items at the time the item is considered and on any non-agenda item within the jurisdiction of the Board during the agendaized Public Comment period. No action will be taken by the Board on any non-agenda item. In accordance with Government Code § 54954.3(b)(1), public comment will be limited to three (3) minutes per speaker per issue.

1D Approval of Agenda

Motion

2. SEATING OF NEW DIRECTORS AND SELECTION OF OFFICERS

2A Seating of New Member Director Appointed by United Water Conservation District

Information Item

The Board will welcome Gordon Kimball as the new Member Director appointed by the United Water Conservation District Board on July 13, 2022, as its representative on the Fillmore and Piru Basins Groundwater Sustainability Agency Board.

2B Appointment of Piru Basin Pumpers Stakeholder Director

Motion

The Member Directors will consider confirming Member Director Glen Pace as the Piru Basin Pumpers Stakeholder Director, as nominated by the Piru Basin Pumpers Association.

2C Appointment of Fillmore Basin Pumpers Stakeholder Director

Motion

The Member Directors will consider confirming Member Director Debbie Jackson as the Fillmore Basin Pumpers Stakeholder Director, as nominated by the Fillmore Basin Pumpers Association.

2D Selection of Officers

Motion

The Board will consider confirming Member Director Gordon Kimball as Treasurer and select a new Vice-Chair and Secretary.

3. UPDATES

3A Director Announcements/Board Communications:

Oral Reports from the Board

Fillmore Pumpers Association Stakeholder Director Update

Piru Pumpers Association Stakeholder Director Update

Environmental Stakeholder Director Update

City of Fillmore Member Director Update

United Water Conservation District Member Director Update

County of Ventura Member Director Update

3B Executive Director Update

Information Item

The Executive Director will provide an informational update on Agency activities since the previous Board meeting of June 16, 2022.

3C Legal Counsel Update

Information Item

Legal Counsel will provide an informational update on Agency's legal issues and concerns since the previous Board of Directors meeting of June 16, 2022.

3D GSP Consultant Update

Information Item

Representatives from Daniel B Stephens & Associates will provide an informational update on Agency's groundwater sustainability planning and reporting activities since the previous Board meeting of June 16, 2022.

4. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)

4A Approval of Minutes

The Board will consider approving the Minutes from the regular Board Meeting of June 16, 2022.

4B Approval of Warrants

The Board will consider approving payment of outstanding vendor invoices

United Water Conservation District	\$38,840.26
Aleshire & Wynder LLP Attorneys at Law	\$ 7,626.00
Olivarez Madruga Lemeiux O'Neill LLP	\$ 3,590.50
The Fillmore Gazette	\$ 126.00

4C Monthly Financial Report

The Board will receive the Agency's monthly profit and loss statement and balance sheet.

4D Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

The Board will consider adopting Resolution 2022-11 continuing findings that the requisite conditions exist for remote teleconference meetings of the Agency's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

5. MOTION ITEMS

5A Waivers of Late Fees and Interest for Five Pumpers

Motion

The Board will consider waiving late fees and interest in the total amount of \$5,671.43 for groundwater pumping during 2021-2 associated with Brownstone Mutual Water Company, Community Mutual Water Company, Elkins Ranch Company, Farmers Irrigation Company, and Goodenough Mutual Water Company, who did not receive their statements in March 2022.

5B Kenter Canyon Farms Inc. Well Permit Application Review

Motion

The Board will consider finding that the Kenter Canyon Farms Inc. application for the construction of a new irrigation well located at 1043 Santa Paula Street, Fillmore, California, is not inconsistent with the Agency's Fillmore Basin Groundwater Sustainability Plan and directing staff to provide a letter to the County of Ventura stating the Agency's findings.

5C Groundwater Monitoring Wells Project Construction Award

Motion

The Board will consider awarding the Groundwater Monitoring Wells Project construction to BC2 Environmental, LLC, for a total of \$441,485, and authorizing the Chair to execute the construction agreement.

FUTURE TOPICS FOR BOARD DISCUSSION

ADJOURNMENT


The Board will adjourn to the next **Regular Board Meeting** on Thursday, **August 18, 2022**, or call of the Chair.

Materials, which are non-exempt public records and are provided to the Board of Directors to be used in consideration of the above agenda items, including any documents provided subsequent to the publishing of this agenda, are available for inspection at UWCD's offices at 1701 N. Lombard Street in Oxnard during normal business hours.

The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs, or activities because of any disability. If you need special assistance to participate in this

Fillmore and Piru Basins Groundwater Sustainability Agency
Special Board of Directors Meeting
July 22, 2022
Page 5

meeting, or if you require agenda materials in an alternative format, please contact the UWCD Office at (805) 525-4431 or the City of Fillmore at (805) 524- 1500. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.

Approved: 
Board Chair Kelly Long

Posted: (date) July 15, 2022 (time) 4:40pm (attest) Eva Ibarra
At: <https://www.FPBGSA.org>

Posted: (date) July 15, 2022 (time) 4:45pm (attest) Eva Ibarra
At: <https://www.facebook.com/FPBGSA/>

Posted: (date) July 15, 2022 (time) 5:00 pm (attest) Eva Ibarra
At: UWCD, 1701 N. Lombard Street, Oxnard CA 93030

RESOLUTION 2022-32

**A RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
UNITED WATER CONSERVATION DISTRICT
APPOINTING DIRECTOR GORDON KIMBAL AS ITS REPRESENTATIVE TO THE
BOARD OF DIRECTORS OF THE FILLMORE AND PIRU BASINS
GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, the City of Fillmore, County of Ventura, and United Water Conservation District ("Member Agencies") entered into a joint exercise of powers agreement ("JPA Agreement") creating the Fillmore and Piru Basins Groundwater Sustainability Agency (FPBGSA); and

WHEREAS, the JPA Agreement requires the governing board of each Member agency to appoint a Director to the FPBGSA Board of Directors by resolution;

NOW, THEREFORE, BE IT RESOLVED that the UWCD Board of Directors takes the following actions:

1. The Board of Directors appoints UWCD Director Gordon Kimball to serve on the FPBGSA Board of Directors.
2. The UWCD Board of Directors confirms that the Director appointed pursuant to this resolution is authorized to represent the District's interests with respect to all matters that come before the FPBGSA Board.

PASSED, APPROVED AND ADOPTED this 13th day of July, 2022.

ATTEST: Bruce E. Dandy
Bruce E. Dandy, Board President

ATTEST: Lynn E. Maulhardt
Lynn E. Maulhardt, Board Secretary/Treasurer



Piru Basin Pumpers Association, Inc.
PO Box 987
Fillmore, CA 93016

July 12, 2022

Dear Fillmore and Piru Groundwater Basins Sustainability Agency Directors,


Per the terms of the Joint Exercise of Powers Agreement in creating the Fillmore and Piru Groundwater Sustainability Agency, the Piru Basin Pumpers Association respectfully nominates Glen Pace as the Piru Basin Pumper Stakeholder Director.

Mr. Pace meets the requirements set forth in Paragraph 6.2 of the Joint Exercise of Powers Agreement as he is an individual who is a party to an unexpired contract entitling him to produce groundwater from land overlying the Piru basin that is owned by another party to the contract and has produced groundwater pursuant to such a contract within the past year.

As the Piru Basin Pumper Stakeholder Director, Glen Pace is authorized to represent the interests of the Piru Basin Pumpers Association with respect to all matters that come before the Fillmore and Piru Basins Groundwater Sustainability Agency Board.

Sincerely,

The Directors of the Piru Basin Pumpers Association, Inc.



Glen Pace



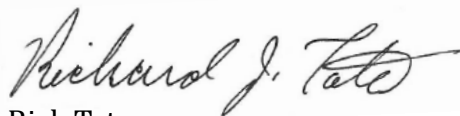
Matt Freeman



Elaine Bannatyne



Carole Fornoff



Rick Tate

Fillmore Basin Pumpers Association, Inc.
PO Box 987
Fillmore, CA 93016

July 12, 2022

Dear Fillmore and Piru Groundwater Basins Sustainability Agency Directors,

Per the terms of the Joint Exercise of Powers Agreement in creating the Fillmore and Piru Groundwater Sustainability Agency, the Fillmore Basin Pumpers Association respectfully nominates Debbie Jackson as the Fillmore Basin Pumper Stakeholder Director.

Ms. Jackson meets the requirements set forth in Paragraph 6.2 of the Joint Exercise of Powers Agreement as she is an individual who is a party to an unexpired contract entitling her to produce groundwater from land overlying the Fillmore basin that is owned by another party to the contract and has produced groundwater pursuant to such a contract within the past year.

As the Fillmore Basin Pumper Stakeholder Director, Debbie Jackson is authorized to represent the interests of the Fillmore Basin Pumpers Association with respect to all matters that come before the Fillmore and Piru Basins Groundwater Sustainability Agency Board.

Sincerely,

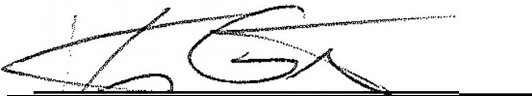
The Directors of the Fillmore Basin Pumpers Association, Inc.



Robert Morris

DocuSigned by:
Katie Brokaw
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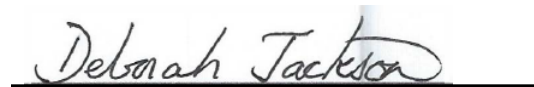
Katie Brokaw



Vince Giacalone



Barbara Filkins



Deborah Jackson



Helen McGrath



Fillmore and Piru Basins
Groundwater Sustainability Agency

Board of Directors Meeting
Thursday, June 16, 2022
5:00 p.m.
MINUTES

Directors in Attendance

Chair Kelly Long
Director Meneghin
Director Pace
Director Villaseñor

Absent

Vacant Vice Chair/Secretary/Treasurer (formerly McFadden)
Director Kimball

Staff in Attendance

Executive Director Anthony Emmert
Legal Counsel Steve O'Neill
Clerk of the Board Eva Ibarra

Public in Attendance

Dan Detmer, UWCD
Carole Fornoff
Tony Morgan, DBS&A
Daryl Smith, UWCD
Steve Zimmer, Five Point

1. Call to Order 5:04pm

Chair Long called the Board Meeting to order at 5:04 p.m.

1A Pledge of Allegiance

Director Pace led everyone in reciting the Pledge of Allegiance.

1B Directors Roll Call

The clerk called roll. Four Directors were present (Long, Meneghin, Pace, Villaseñor), Director Kimball was absent.

1C Public Comments

Chair Long asked if there were any public comments. None were offered.

1D Approval of Agenda

Motion

Chair Long asked if there were any changes to the agenda. No changes were requested.

Motion to approve agenda as presented, Director Pace; Second, Director Villaseñor. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2.

2. UPDATES

2A Director Announcements/Board Communications:

Oral Reports from the Board

Fillmore Pumpers Association Stakeholder Director Update

No report – Director Kimball was absent.

Piru Pumpers Association Stakeholder Director Update

Director Pace spoke on behalf of both the Fillmore and the Piru Pumpers Associations and said they had their annual membership meetings and monthly meetings combined, where they were notified of the exciting news that United Water Conservation District's Board of Directors had appointed Director Kimball to fill the Division 1 vacant seat. He also reported that the Piru Basin Pumpers had selected a new representative for the GSA Board, and that the Fillmore Basin Pumpers would be working to select a representative in the near future.

Environmental Stakeholder Director Update

Director Meneghin said she attended legislative forum on June 8, in Sacramento, which included discussion on: PFOS, AB 2201, state funding opportunities, SGMA guidance, and the need for improved groundwater well metering. She said that Assembly Member Bennett spoke on AB2201, and discussed existing wells, amending the bill, and liability for GSAs. She mentioned that she will be doing research on the liability issue. She said that she made a clear statement that better guidance on SGMA is needed, especially regarding GDE's. She mentioned upcoming grant opportunities and urged the Agency to prepare for applying for these grants for its upcoming projects.

City of Fillmore Member Director Update

Director Villaseñor reported the City is contracting Veolia Water Services to inspect and exercise all of the valves in its water system. She mentioned the City Council just approved \$300,000 dollars of ARPA funds for a face lift to the historic Central Avenue and agreed to develop a five-year strategic plan and are trying to bring in more businesses.

United Water Conservation District Member Director Update

No report – ending new member.

County of Ventura Member Director Update

Director Long said the Board of Supervisors will be approving the County budget on Tuesday, and have a 1:30pm meeting to review, and a 6:00pm meeting to approve the budget, and more budget reviews on July 20th and 21st that will deal with the Piru storm water project. She also mentioned Lynn Rodriguez had a great presentation for the disadvantaged communities water suppliers and wanted to share the PowerPoint presentation that is labeled “How much money can we get from the State” that she feels contains important information that can benefit many. Director Long also mentioned we need to get a Vice Chair elected and asked we help in bringing in a candidate that will need to be added to the upcoming agenda.

2B Executive Director Update

Information Item

The Executive Director mentioned we received two bids from well drillers for the Monitoring Wells Project and have extended the date until June 28th. He reported that he has sent all Monitoring Wells Project documents to DWR and is awaiting a reply. Mr. Emmert also mentioned many pumpers had not receive their groundwater statements in mid-March 2022, which resulted in a large number of pumpers receiving late charges. He said that staff investigated and resent the statements, and that the Agency should waive late fees and interest for those pumpers who did not receive their statements. He said that he plans to evaluate and waive the fees under the \$250 limit, but that those above \$250 would have to come to the Board for consideration at the next meeting. Mr. Emmert explained the process of filling the Board vacancies.

2C Legal Counsel Update

Information Item

Legal Counsel Steve O'Neill said he worked with both Mr. Emmert and Tony Morgan from DBS&A on the executive order AB2201, vice chair vacancy process, and well drilling agreement review.

2D GSP Consultant Update

Information Item

Daniel B Stephens & Associates Tony Morgan said that DBS&A is still working to complete redacting the well reports before posting to the Agency website, worked on the well permitting flowchart, and attended a webinar on funding opportunities from GRAC.

3. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member pulls an item from the Calendar. Pulled items will be discussed and acted on separately by the Board. Members of the public who want to comment on a Consent Calendar item should do so under Public Comments. (ROLL CALL VOTE REQUIRED)

3A Approval of Minutes

The Board approved Minutes from the regular Board Meeting of May 19, 2022, and Special Board Meeting of June 2, 2022.

3B Approval of Warrants

The Board approved payment of outstanding vendor invoices	
Daniel B. Stephens & Associates	\$6,597.00
Brucker Family Trust	\$5,000.00

3C Monthly Financial Report

The Board received the Agency's monthly profit and loss statement and balance sheet.

3D United Water Conservation District Labor Rates Changes for Fiscal Year 2022-2023

The Board received United Water Conservation District labor rates for Fiscal Year 2022-2023.

3E Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

The Board adopted Resolution 2022-08 continuing findings that the requisite conditions exist for remote teleconference meetings of the Agency's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

Motion to approve consent calendar, Director Villaseñor; Second, Director Pace. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2. Director Kimball was absent.

4. MOTION ITEMS

4A Public Hearing Regarding Proposed Fiscal Year 2022-2023 Groundwater Extraction Charge and Adoption of Resolution 2022-09

Motion

The Board conducted a public hearing to receive stakeholder comments regarding the proposed groundwater extraction fee of \$12 per acre-foot and consider adoption of Resolution 2022-09 setting the proposed extraction fee to become effective on July 1, 2022.

Chair Long opened the public hearing.

Mr. Emmert stated the rates are to remain at \$12 dollars per acre-foot and mentioned that no public comments in any form were received.

Chair Long asked if there were any public comments at this time, none were offered. She then closed the public hearing and requested Board approval.

Motion to approve adoption of Resolution 2022-09, Fiscal Year 2022-2023 Groundwater Extraction Charge, Director Meneghin; Second, Director Pace. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2. Director Kimball was absent.

**4B Resolution 2022-10 Adopting Proposed Fiscal Year 2022-2023 Budget
 Motion**

The Board adopted Resolution 2022-10, adopting the proposed Fiscal Year 2022-2023 Budget.

Chair Long opened the public hearing.

Mr. Emmert stated the budget was reviewed previously and no changes were made or comments from the public have been received in any form.

Chair Long asked if there are any public comments, none were offered. She then closed the public hearing and requested Board approval.

Motion to approve Resolution 2022-10, Fiscal Year 2022-2023 Budget, Director Villaseñor; Second, Director Pace. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2. Director Kimball was absent.

**4C Development of Well Permitting Review Process in Compliance with
 California Executive Order N-7-22**

The Board received a presentation from Legal counsel, Daniel B. Stephens and Associates, and staff regarding the development of the Agency's Well Permitting Review Process and provide comments and direction.

Director Meneghin asked if this flowchart is logical enough and vigorous enough to withstand a CEQA challenge and mentioned she had just read the Stanislaus case and said it is more of a question for Steve O'Neill from legal Counsel. Mr. O'Neill explained the specifics of the Stanislaus case. After discussion with Mr. Emmert, Tony Morgan from DBS&A, Director Long, Director Meneghin and Mr. O'Neill, they came to approve the current flowchart and will be working with the County to develop a joint procedure.

Director Pace said you must take into consideration the pumpers' side as well, when developing this process and may want feedback from the pumpers, for their better understanding of the process, as they will have been the ones dealing with this process.

Motion to receive and file and meet with the County staff and legal counsel to develop a procedure, Director Meneghin; Second, Director Villaseñor. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2. Director Kimball was absent.

4D Comment letter on Assembly Bill 2201

Motion

The Board approved a letter to Assemblymember Steve Bennett regarding potential amendments to Assembly Bill 2201.

Mr. Emmert and Mr. Morgan both explained the process in which the letter was put together, based on the information they obtained.

Director Meneghin made a recommendation of adding a sentence to the third last paragraph." For the before mention reason that we request that modification alteration and maintenance be further defined in the regulations of the legislation."

Motion to approve with requested change to letter as requested, Director Meneghin; Second, Director Pace. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2. Director Kimball was absent.

4E MVP Farms LP Well Permit Application Review

Motion

The Board approved finding that the MVP Farms LP application for the construction of a replacement well located at 3117 West Telegraph Road, Fillmore California, is not inconsistent with the Agency's Fillmore Basin Groundwater Sustainability Plan and directing staff to provide a letter to the County of Ventura stating the Agency's findings.

Dan Detmer Water Resources Manager for United Water explained the applicants background and well location with conditions of their request. Mr. Detmer said they have reviewed the well permit application with respect to the requirements of the Executive Order N-7-22.

Motion to approve, Director Villaseñor; Second, Director Long. Roll call vote: four ayes (Long, Meneghin, Pace, Villaseñor); none opposed; motion carries unanimously 4/0/2. Director Kimball was absent.

FUTURE TOPICS FOR BOARD DISCUSSION

None mentioned.

ADJOURNMENT 6:30p.m

Director Long adjourned the Board meeting at 6:30p.m. to the next **Regular Board Meeting** on Thursday, **July 21, 2022**, or call of the Chair.

ATTEST: _____
Kelle Long, Chair, FPB GSA Board of Directors

I certify that the above is a true and correct copy of the minutes of the Fillmore and Piru Basins Groundwater Sustainability Agency's Board of Directors meeting of June 16, 2022.

ATTEST: _____
Eva Ibarra, Clerk of the Board

Fillmore and Piru Basins GSA
Check Detail
July 1 - 14, 2022

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	11160	07/14/2022	Aleshire & Wynder LLP	10000 · Bank of the Sierra	-7,626.00
Bill Pmt -Check	11161	07/14/2022	Olivarez Madruga Lemeiux O'Neill LLP	10000 · Bank of the Sierra	-3,590.50
Bill Pmt -Check	11162	07/14/2022	The Fillmore Gazette	10000 · Bank of the Sierra	-126.00
Bill Pmt -Check	11163	07/14/2022	United Water Conservation District	10000 · Bank of the Sierra	-38,840.26
					-50,182.76



Fillmore and Piru Basins
Groundwater Sustainability Agency

Item No. **4C Consent Calendar**

DATE: **July 13, 2022**

TO: **Board of Directors**

SUBJECT: Monthly Financial Report

SUMMARY

The Board will receive the monthly financial report for the Fillmore and Piru Basins Groundwater Sustainability Agency (Agency).

BACKGROUND

United Water Conservation District accounting staff has prepared financial reports based on the Agency revenue and expenses for the month of June 2022 (Preliminary).

FISCAL IMPACT

None

Attachments: June 30, 2022 P/L Budget Performance - Preliminary
 June 30, 2022 Balance Sheet - Preliminary

Fillmore and Piru Basins GSA
Profit & Loss Budget Performance
July 2021 through June 2022 - Preliminary

	Jul '21 -June '22 Preliminary	Annual Budget	Budget
Income			
40001 · Groundwater Extraction Charge	364,175.37	540,000.00	67.44%
41000 · Grant Revenue			
41001 · State Grants	179,446.09	537,970.00	33.36%
Total 41000 · Grant Revenue	179,446.09	537,970.00	
47000 · Other Revenue			
47001 · Late Fees	63,395.89	0.00	
47012 · Returned Check Charges	0.00	0.00	
Total 47000 · Other Revenue	63,395.89	0.00	
Total Income	607,017.35	1,077,970.00	56.31%
Gross Profit	607,017.35	1,077,970.00	56.31%
Expense			
52200 · Professional Services			
52240 · Prof Svcs - IT Consulting	1,381.71	1,700.00	81.28%
52250 · Prof Svcs - Groundwtr/GSP Prep			
52251 · Prof Svcs - UWCD GW Services	19,023.06	0.00	
52252 · Prof Svcs - GSP Consultant	280,835.54	430,000.00	65.31%
Total 52250 · Prof Svcs - Groundwtr/GSP Prep	299,858.60	430,000.00	69.73%
52270 · Prof Svcs - Accounting	25,355.15	24,200.00	104.77%
52275 · Prof Svcs - Admin/Clerk of Bd	15,430.79	25,000.00	61.72%
52280 · Prof Svcs - Executive Director	68,204.56	40,000.00	170.51%
52290 · Prof Svcs - Other	0.00	0.00	
Total 52200 · Professional Services	410,230.81	520,900.00	78.75%
52500 · Legal Fees			
52501 · Legal Counsel	20,972.50	30,000.00	69.91%
Total 52500 · Legal Fees	20,972.50	30,000.00	69.91%
53000 · Office Expenses			
53010 · Public Information	700.04	1,000.00	70.00%
53020 · Office Supplies	604.71	500.00	120.94%
53026 · Postage & Mailing	677.09	2,000.00	33.85%
53040 · Membership Dues	0.00	0.00	
53060 · Computer Software	0.00	0.00	
53110 · Travel & Training	102.34	4,000.00	2.56%
Total 53000 · Office Expenses	2,084.18	7,500.00	27.79%
53500 · Insurance			
53510 · Liability Insurance	2,287.12	2,500.00	91.48%
Total 53500 · Insurance	2,287.12	2,500.00	91.48%
70130 · Bank Service Charges	0.00	0.00	
81000 · Capital Expenditures	0.00	505,000.00	0.00%
Total Expense	435,574.61	1,065,900.00	40.86%
Net Income	171,442.74	12,070.00	1420.40%

Fillmore and Piru Basins GSA
Balance Sheet
As of June 30, 2022 - Preliminary

	June 30, 22 - Preliminary
ASSETS	
Current Assets	
Checking/Savings	
10000 · Bank of the Sierra	1,149,157.62
Total Checking/Savings	1,149,157.62
Accounts Receivable	
11000 · Accounts Receivable	388,712.29
Total Accounts Receivable	388,712.29
Total Current Assets	1,537,869.91
TOTAL ASSETS	1,537,869.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	50,182.76
Total Accounts Payable	50,182.76
Total Current Liabilities	50,182.76
Total Liabilities	50,182.76
Equity	
32000 · Retained Earnings	1,316,244.41
Net Income	171,442.74
Total Equity	1,487,687.15
TOTAL LIABILITIES & EQUITY	1,537,869.91



Item No. 4D Motion

DATE: July 1, 2022 (for July 22, 2022 meeting)

TO: Board of Directors

FROM: Anthony A. Emmert, Executive Director

SUBJECT: Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

SUMMARY

In response to the COVID-19 pandemic, the California Governor signed Assembly Bill 361 (AB 361) on September 16, 2021, that temporarily exempts agencies from certain requirements of the Brown Act and adds additional requirements for public meetings held by teleconference. This staff report provides an analysis of the changes to the Brown Act per AB 361. During its October 21, 2021 meeting, the Agency's Board adopted Resolution 2021-06 authorizing the use of the AB 361 provisions for its meetings. Adoption of Resolution 2022-11 continues the authorization of the use of AB 361 provisions for the coming 30 days.

RECOMMENDED ACTION

The Board will consider adopting Resolution 2022-11 continuing findings that the requisite conditions exist for remote teleconference meetings of the Agency's legislative bodies without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e).

BACKGROUND

In March of 2020, the Governor of California issued Executive Order N-29-20, which waived Brown Act requirements found in Gov. Code § 54953(b)(3) for teleconference participation in public meetings. In particular, this Order waived:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- b) The requirement that each teleconference location be accessible to the public;
- c) The requirement that members of the public may address the body at each teleconference location;
- d) The requirement that state and local bodies post agendas at all teleconference locations; and
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Executive Order N-29-20 expired on September 30, 2021. However, AB 361 was signed by the Governor to extend the provisions of N-29-20, subject to certain conditions to be met by the local legislative body utilizing its exemptions. AB 361 also imposes certain new requirements, detailed below.

Item No: 4D: Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act
Teleconferencing Requirements

ANALYSIS

AB 361 exempts local legislative bodies from certain Brown Act requirements currently governing teleconferencing. These exemptions may be used only in one of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Currently, the Governor's state of emergency regarding COVID-19 is still in effect, and the Ventura County Health Officer has recommended that legislative bodies in the County continue to follow social distancing measures to prevent the spread of COVID.

Further, AB 361 requires the Agency to reconsider the state of emergency and make such determination every 30 days after commencing use of its exemptions. However, if during the 30-day period the Agency wishes to meet in person, they may choose to do so despite adopting the proposed Resolution. The intent of the Resolution is merely to allow the Board members to avail themselves of the AB 361 teleconferencing conveniences if they so choose.

Finally, in addition to allowing for the above exemptions, AB 361 adds the following requirements:

- a) The legislative body must give notice of the meeting and post agendas as otherwise required by the Brown Act.
- b) The legislative body must allow members of the public to access the meeting, and the agenda must provide an opportunity for members of the public to address the legislative body directly pursuant to Brown Act requirements. In each instance where notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body must also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda must identify and include an opportunity for all persons to attend via call-in option or an internet-based service option. The legislative body need not provide a physical location from which the public may attend or comment.
- c) The legislative body must conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.
- d) In the event of a disruption that prevents the public agency from broadcasting the meeting to members of the public using the call-in or internet-based service options, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in or internet-based service options, the legislative body must take no further action on items appearing on the meeting agenda until public access to the meeting is restored. Actions taken on agenda items during a disruption preventing the broadcast of the meeting may be challenged as provided in the Brown Act.
- e) The legislative body may not require public comments to be submitted in advance of the meeting, and it must provide an opportunity for the public to address the legislative body and offer comment in real time.

Item No: 4D: Subsequent Finding Regarding Continuation of AB 361 Exemptions to Brown Act Teleconferencing Requirements

- f) The legislative body may use an online third-party system for individuals to provide public comment that requires an individual to register with the system prior to providing comment.
- g) If a legislative body provides a timed public comment period, it may not close the comment period or the time to register to provide comment under f) until the timed period has elapsed. If the legislative body does not provide a time-limited comment period, it must allow a reasonable time for the public to comment on each agenda item and to register as necessary under f).

Accordingly, staff recommends that the Board adopt Resolution 2022-11. Doing so will enable the Agency's continued use of the AB 361 exemptions to Brown Act teleconferencing requirements, while allowing the Board to hold in person meetings at its discretion.

FISCAL IMPACT

No fiscal impacts.

ATTACHMENTS

Resolution 2022-11

Proposed Motion: Adoption of Resolution 2022-11.

1st: Director _____

2nd: Director _____

Voice/Roll call vote: Director Kimball:

Director Long:

Director Meneghin:

Director Villaseñor:

Director vacant:

Director vacant:

RESOLUTION NO. 2022-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF FILLMORE & PIRU
BASINS GROUNDWATER SUSTAINABILITY AGENCY AUTHORIZING THE
USE OF TELECONFERENCING FOR PUBLIC MEETINGS**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FILLMORE & PIRU BASINS
GROUNDWATER SUSTAINABILITY AGENCY** as follows:

WHEREAS, the Governor of the State of California (“Governor”) proclaimed a State of Emergency to exist as a result of the threat of COVID-19. (Governor’s Proclamation of a State of Emergency (Mar. 4, 2020).)

WHEREAS, the Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) provided that local legislative bodies may hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body and waived the Brown Act provisions found in Govt. Code section 54953(b)(3) which require the physical presence of the members, the clerk, or other personnel of the body, or the public, as a condition of participation in, or quorum for, a public meeting, including:

- a) The requirement that state and local bodies notice each teleconference location from which a member will be participating in a public meeting.
- b) The requirement that each teleconference location be accessible to the public.
- c) The requirement that members of the public may address the body at each teleconference location.
- d) The requirement that state and local bodies post agendas at all teleconference locations.
- e) The requirement that, during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

WHEREAS, the provisions of Governor’s Exec. Order No. N-25-20 (Mar. 12, 2020); Governor’s Exec. Order No. N-29-20 (Mar. 17, 2020); and Governor’s Exec. Order No. N-08-21 (Jun. 11, 2021) expired on September 30, 2021 and are no longer in effect thereafter;

WHEREAS, the Center for Disease Control is currently contending with the Delta Variant of the COVID-19 virus and anticipates the development of potential other strains which may further impede public agency operations and prolong the need for social distancing requirements; and

WHEREAS, recent legislation (A.B. 361) authorizes a local legislative body to use teleconferencing for a public meeting without complying with the Brown Act’s teleconferencing quorum, meeting notice, and agenda requirements set forth in Government Code section 54953(b)(3), in any of the following circumstances:

- a) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

- b) The legislative body holds a meeting during a proclaimed state of emergency for purposes of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
- c) The legislative body holds a meeting during a proclaimed state of emergency and has determined by majority vote pursuant to b) above that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fillmore & Piru Basins Groundwater Sustainability Agency as follows:

Section 1. Incorporation of Recitals. All of the foregoing Recitals are true and correct, and the Board so finds and determines. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2. Adoption of AB 361. The Board has determined by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Section 3. Continued Implementation of AB-361. If the state of emergency remains active, or state or local officials have imposed measures to promote social distancing, the Board of Directors of the Fillmore & Piru Basins Groundwater Sustainability Agency shall, in order to continue meeting subject to this exemption to the Brown Act, no later than 30 days after it commences using the exemption, and every 30 days thereafter, make the following findings by majority vote:

- a) The legislative body has reconsidered the circumstances of the state of emergency; *and*
- b) Either (1) the state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) state or local officials continue to impose or recommend measures to promote social distancing.

Section 4. Applicability. The health and safety findings and determination that teleconference meetings are appropriate applies to all District committees and legislative bodies subject to the Brown Act.

PASSED, APPROVED AND ADOPTED on July 22, 2022.

Chair

ATTEST:

Secretary

APPROVED AS TO FORM:

General Counsel



Item No. 5A Motion

DATE: July 13, 2022 (for July 22, 2022 meeting)
TO: Board of Directors
VIA: Anthony A. Emmert, Executive Director
FROM: United Water Conservation District Finance Staff
SUBJECT: **Waivers of Late Fees and Interest for Five Pumpers**

SUMMARY

Numerous groundwater pumpers did not receive their March 2022 statements from the Agency but paid their fees promptly when they received follow-up statements. Several pumpers have requested that the Agency consider waiving the late fees and interest. The Executive Director has approved waivers for pumpers whose late fees totaled \$250 or less and the waivers have been issued. However, Board approval is needed for the waiver requests that total over \$250. This report presents waiver requests for five pumpers with total late fees and interest over \$250. All the pumpers are in current with the Agency.

RECOMMENDED ACTION

The Board will consider waiving late fees and interest in the total amount of \$5,671.43 for groundwater pumping during 2021-2 associated with Brownstone Mutual Water Company, Community Mutual Water Company, Elkins Ranch Company, Farmers Irrigation Company, and Goodenough Mutual Water Company, who did not receive their statements in March 2022.

BACKGROUND

Numerous groundwater pumpers did not receive their March 2022 statements for their pumping during the 2021-2 period (July 1, 2021 – December 31, 2021). After noticing the low response from Fillmore basin and Piru basins pumpers in April 2022, United Water Conservation District staff contacted non-responsive pumpers. Many pumpers contacted stated that they had not received their initial statements in March 2022. Staff sent follow-up statements to all non-responsive pumpers. After receiving the follow-up statements, pumpers paid the groundwater charges and requested the Agency consider waiving the late fees and interest.

Several pumpers' total late fees and interest was under \$250. As per the Agency Bylaws, the Executive Director is authorized to review and approve waiver requests under \$250. After reviewing the requests, the Executive Director authorized staff to waive the late fees and interest for several pumpers, and staff subsequently issued the waivers. All the pumpers who received the waivers are current with the Agency, and not carrying an unpaid balance.

There are five pumpers who have requested waivers of late fees and charges whose totals are over the \$250 approval limit for the Executive Director. They are:

Brownstone Mutual Water Company	\$563.55
Community Mutual Water Company	632.52

Waivers of Late Fees and Interest for Five Pumpers

Page 2

Elkins Ranch Company	261.58
Farmers Irrigation Company	2,754.73
Farmers Irrigation Company	776.83
Goodenough Mutual Water Company	682.22

The total combined late fees and interest waivers request is \$5,671.43. The above groundwater pumpers are current with the Agency, and not carrying an unpaid balance. Staff recommends the Board approve the requests for waiver of late fees and interest for these groundwater pumpers.

FISCAL IMPACT

Waiving late fees and interest will result in less revenue received by the Agency in the amount of \$5,671.43. However, late fees and interest are not budgeted by the Agency and waiving the fees will not materially impact the Agency's financial position.

ATTACHMENTS

None

Proposed Motion: "Motion to waive late fees and interest in the total amount of \$5,671.43 for groundwater pumping during 2021-2 associated with Brownstone Mutual Water Company, Community Mutual Water Company, Elkins Ranch Company, Farmers Irrigation Company, and Goodenough Mutual Water Company who did not receive their statements in March 2022."

1st: Director _____ 2nd: Director _____
Voice/Roll call vote: Director Kimball: Director Long: Director Meneghin:
Director Villasenor: Director _____: Director _____:



Fillmore and Piru Basins

Groundwater Sustainability Agency

Item No. **5B**

DATE: July 13, 2022 (for July 22, 2022 meeting)

TO: Board of Directors

VIA: Anthony A. Emmert, Executive Director

FROM: United Water Conservation District Water Resources

SUBJECT: **Kenter Canyon Farms Inc. Well Permit Application Review**

SUMMARY:

Kenter Canyon Farms Inc. has submitted a well permit application for a new well located in the Bardsdale area, southwest of the City of Fillmore. The new well will serve as a new irrigation source to existing orchard land within the GSA management area. Executive Order N-7-22, item 9, requires the local groundwater sustainability agency to review the permit application and provide findings to the permit issuing agency. Given the proposed well use, location, and construction, staff recommends that the Board consider authorizing staff to provide a written findings to the permitting agency.

RECOMMENDED ACTION

The Board will consider finding that the Kenter Canyon Farms Inc. application for the construction of a new irrigation well located at 1043 Santa Paula Street, Fillmore, California, is not inconsistent with the Agency's Fillmore Basin Groundwater Sustainability Plan and directing staff to provide a letter to the County of Ventura stating the Agency's findings.

DISCUSSION

Kenter Canyon Farms Inc. (Kenter) has submitted a well permit application to the County of Ventura (County) for construction of a new well on its property located at 1043 Santa Paula St, southwest of the City of Fillmore, in the Fillmore groundwater basin. In compliance with Executive Order N-7-22, the County has requested review by the Fillmore and Piru Basins Groundwater Sustainability Agency (Agency), prior to issuing the permit.

Attachments 1 and 2 show the potential wellsite location, along with nearby wells and their reported total pumping from 2021. The proposed well will produce water to irrigate approximately 18.2 acres of existing, actively farmed agricultural land (citrus). Kenter will not use the well to irrigate additional parcels. Kenter has indicated that the acreage is scheduled to be replanted in the future. The existing primary source of irrigation water for the acreage is provided by Southside Improvement Company. The applicant reports that this water is not an optimal source for irrigation water due to scheduling and/or availability issues, and is not pressurized, hence Kenter's request.

The proposed well construction depth is 325-350 ft below ground surface (bgs). Well production capacity is expected to be 600 gallons per minute. For reference, a nearby production well (SWN 03N20W02H05S) is perforated from 238 ft to 310 ft bgs (total depth). Attachment 3 shows the

Kenter Canyon Farms Inc. Well Permit Application Review

July 13, 2022

Page 2 of 3

stratigraphy of the nearby area as mapped by United Water Conservation District, and nearby geophysical logs. These logs suggest that there are limited fine-grained materials in the targeted drilling area, and there are little to no concerns related to subsidence.

The proposed new well should be located a sufficient distance away from other nearby wells to minimize or eliminate concerns related to pumping interference. A nearby domestic well that could potentially be impacted by the proposed new well is located on a different parcel south of the proposed well location (see Attachment 2, well labeled "2H3"). The currently proposed location is approximately 450 feet from the nearby domestic well.

Staff evaluated potential draw-down for nearby wells (domestic well 2H3 and production well H05S) using two analytical methods. The Neuman's solution for flow in unconfined aquifers, and the equation for flow in confined aquifers (this provides a comparatively conservative estimate), were used with simplifying assumptions made. Staff found that continuous pumping of the proposed new well over a period of one year resulted in minor draw-down, estimated to be on the order of one-half to one foot for nearby wells. Additionally, the well will be located approximately half a mile from the floodplain of the Santa Clara River. Given the minor estimated effects of the proposed new well on nearby water levels, the proposed new well is not expected to interfere with surface water flows in the river.

Staff has reviewed and evaluated the application and finds that the proposed well would not decrease the likelihood of achieving the Agency's sustainability goals. Staff also finds that, given the available data and assumptions, it would not interfere with the production or functioning of existing nearby wells, and would not be likely to cause subsidence that would adversely impact or damage the nearby infrastructure.

Attachments

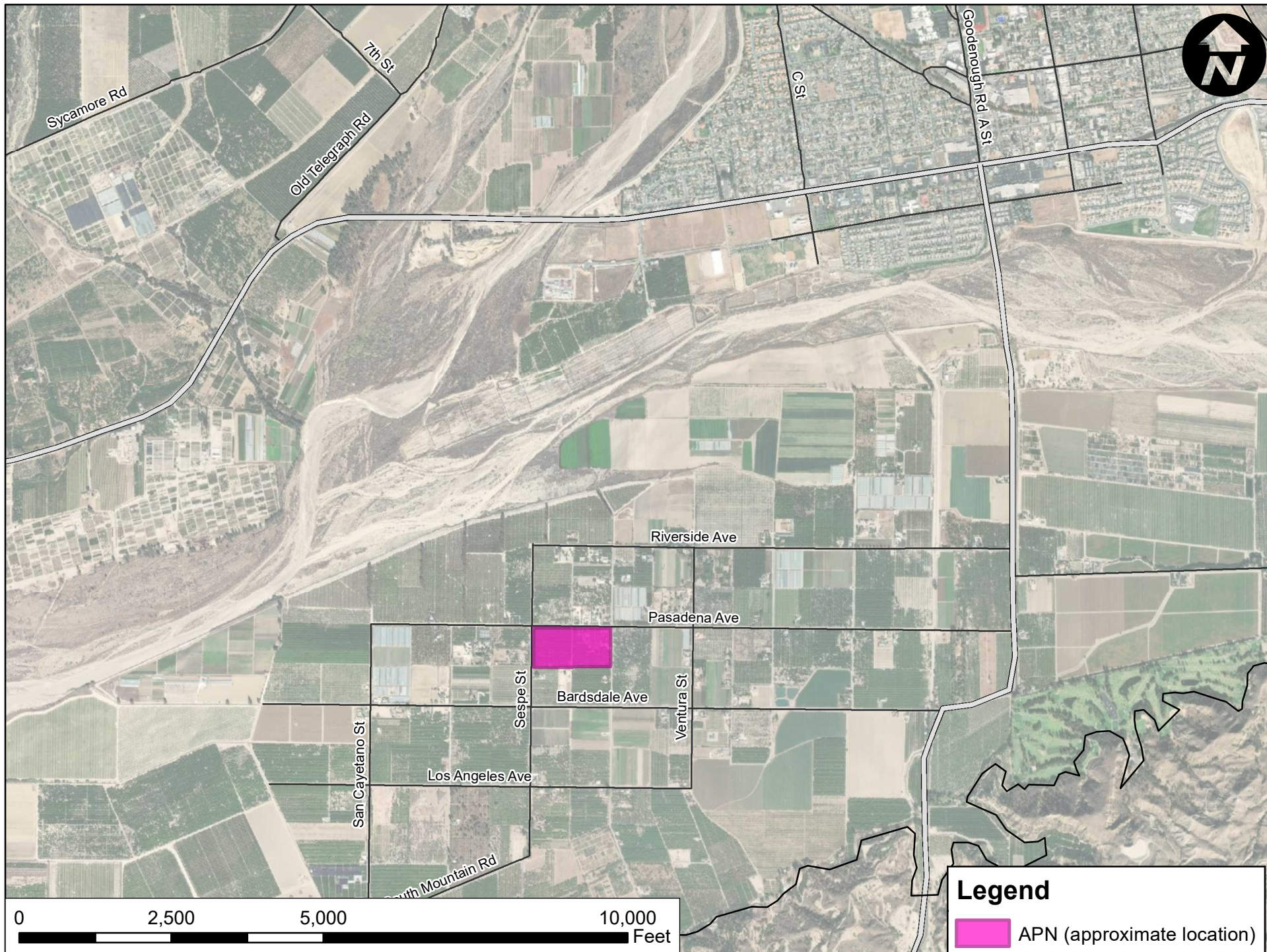
Attachment 1 – Proposed wellsite location map

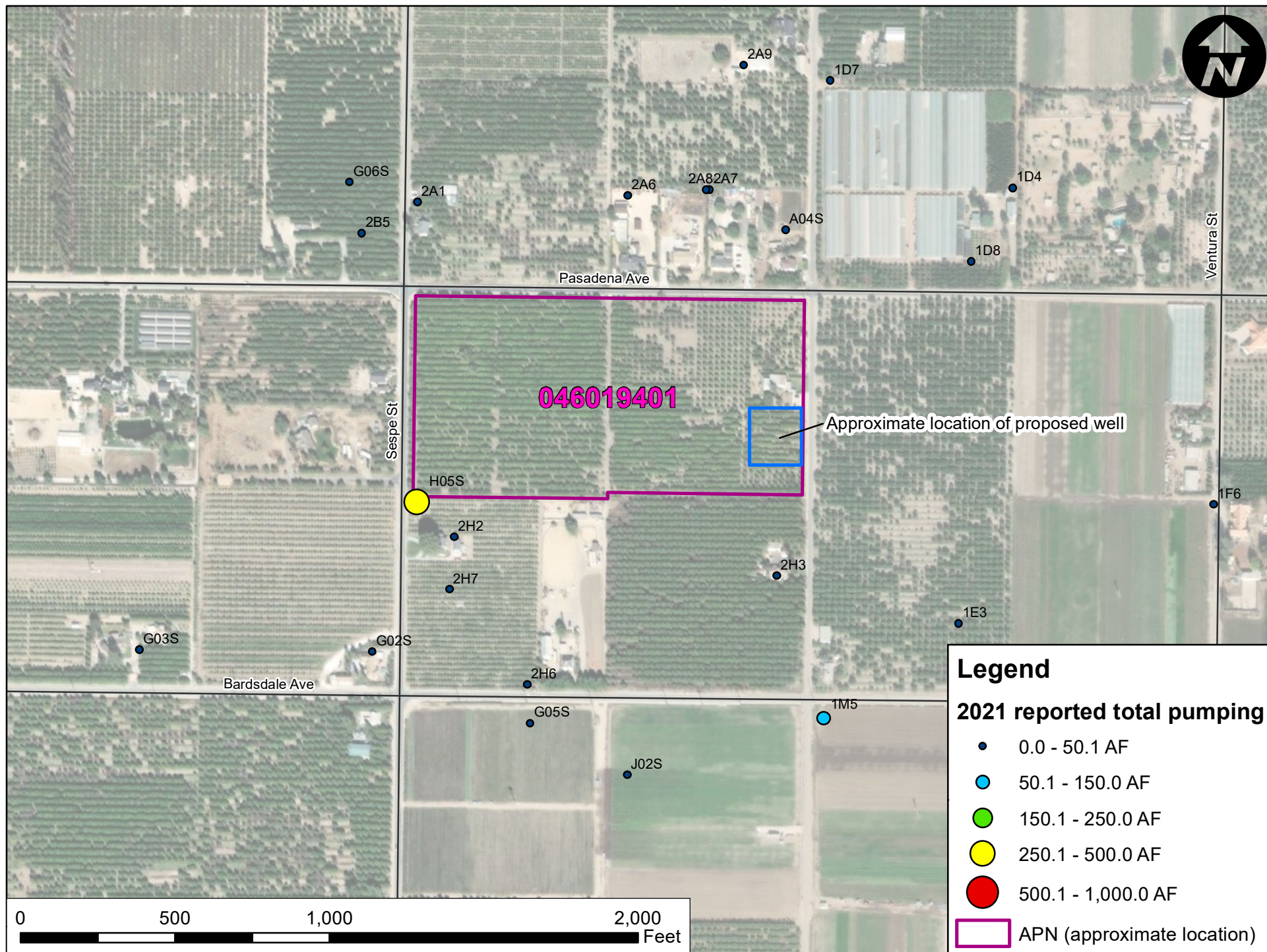
Attachment 2 – Proposed wellsite and nearby wells with total reported pumping in 2021

Attachment 3 – Stratigraphy in vicinity of proposed well

Proposed Motion: "Motion to find that the Kenter Canyon Farms Inc. application for the construction of a new irrigation well located at 1043 Santa Paula Street, Fillmore, California, is not inconsistent with the Agency's Fillmore Basin Groundwater Sustainability Plan and directing staff to provide a letter to the County of Ventura stating the Agency's findings."

1st: Director _____ 2nd: Director _____
Voice/Roll call vote: Director Kimball: Director Long: Director Meneghin:
Director Villasenor: Director _____: Director _____:

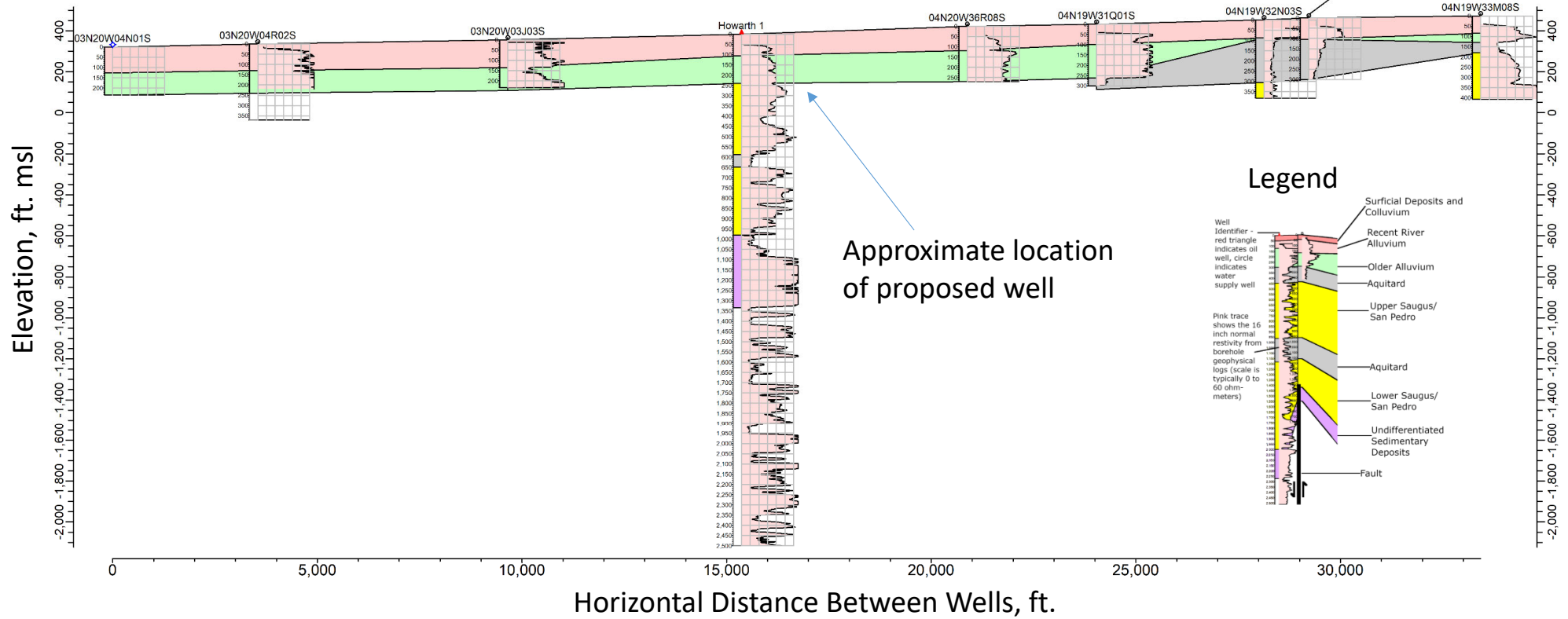




Cross-Section FP Bardsdale (5x VE)

W

E





Fillmore and Piru Basins

Groundwater Sustainability Agency

Item No. **5C Motion**

DATE: July 14, 2022 (for July 22, 2022 meeting)

TO: Board of Directors

VIA: Anthony A. Emmert, Executive Director

FROM: United Water Conservation District Water Resources

SUBJECT: **Groundwater Monitoring Wells Project Construction Award**

SUMMARY:

Staff has received two bids for the drilling and constructing of new monitoring wells within the basins. The bids include the cost for construction of three (3) single-completion monitoring wells located near the Cienega Springs Restoration Site, east of the City of Fillmore, and one triple-completion nested monitoring well near the East Grove site, southwest of the City of Fillmore and near the Santa Paula and Fillmore Basin boundaries.

RECOMMENDED ACTION

The Board will consider awarding the Monitoring Wells Project construction to BC2 Environmental, LLC, for a total of \$441,485, and authorizing the Chair of the Board to execute the construction agreement.

DISCUSSION

As part of the groundwater sustainability planning process, the Agency reviewed the current monitoring network within the basins and identified locations where insufficient monitoring well data could result in a data gap. Recommendations for additional monitoring wells were included in the Agency's Groundwater Sustainability Plans (GSPs). The GSPs identified two key locations for new monitoring wells: 1) the East Grove location, east of the Fillmore basin-Santa Paula basin boundary, and 2) the Cienega Springs location, at the Piru basin-Fillmore basin boundary. The groundwater monitoring wells are also a key component of the Agency's groundwater sustainability planning grant from the California Department of Water Resources.

Staff used these recommendations to identify potential candidate properties, secured easements, or access agreements to the sites, and received owner approval for constructing the monitoring wells. After the sites were secured, a Request for Proposals for well construction was issued on May 16, 2022. Staff held a mandatory pre-bid meeting on June 8, 2022. Three driller representatives were present at the meeting, and the bidding closed on June 23, 2022.

Staff has received bids from two prospective drillers to drill and construct the monitoring wells. BC2 Environmental, LLC, and Cascade Drilling, LP submitted bids. BC2 Environmental submitted the lower bid, with a total project cost of \$441,485.00. The second bid was for a total project cost of \$578,069.00. The most significant cost difference is due to the method used in drilling and reaming the nested

Monitoring Wells Project Bid Award

July 14, 2022

Page 2 of 2

well-site borehole: BC2 has proposed using direct-rotary methods while Cascade proposed reverse-rotary methods.

Water Resources staff issued an addendum allowing for direct-rotary methods in the proposal after determining that the direct-rotary method would be acceptable. The addendum also addressed changing the drilling method from hollow-stem auger to sonic-drilling methods. Both bids included sonic-drilling methods for the single-wells at the Cienega Springs site.

Contractors who submitted bids for the project were responsive, and both have submitted complete and responsible bids meeting all requirements. Staff finds that the lower bid, submitted by BC2 Environmental, LLC, is an acceptable bid and will satisfy the project requirements. The Notice of Award is scheduled for July 25, 2022. Contract documents will be signed and executed after notice has been given. The contract agreement document is included as Attachment A.

FISCAL IMPACT

There are sufficient funds included in the Fiscal Year 2022-2023 budget for the proposed construction agreement.

ATTACHMENTS

Attachment 1

Proposed Motion: "Motion to award the Monitoring Wells Project construction to BC2 Environmental, LLC, for a total of \$441,485, and authorize the Chair of the Board to execute the construction agreement."

1st: Director _____ 2nd: Director _____
Voice/Roll call vote: Director Kimball: _____ Director Long: _____ Director Meneghin: _____
Director Villasenor: _____ Director _____: _____ Director _____:

Monitoring Wells Project Bid Award

July 14, 2022

Page 3 of 2

AGREEMENT

THIS AGREEMENT, made and entered into on _____, 20__ by and between Fillmore and Piru Basins Groundwater Sustainability Agency, a joint powers authority, hereinafter referred to as "Owner," and

hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.

2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as Fillmore and Piru Basins Groundwater Sustainability Agency Monitoring Wells Project (Spec. No. 2022-01).

And as more specifically set forth in the Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all temporary work or structures, tools, equipment and appurtenances necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefor, the prices set forth in the accepted Bid Proposal and herein, subject to additions or deductions as provided for in the Contract Documents. The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed and approved in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for final completion of the Work.

4. The Work shall commence within ten (10) days after the date specified in the Notice To Proceed issued by the Owner, and shall be fully completed not later than (90) working days from the Commencement Date specified in the Notice To Proceed and not later than December 31, 2022. If the Work is not fully completed in the time specified herein, plus any extension of time as may be granted by the Owner pursuant to the terms of the Contract Documents, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall forfeit and pay to Owner as liquidated damages, and not as a penalty or forfeiture, the sum of Five Hundred Dollars (\$500) for each calendar day past completion date.

5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the sum of \$ _____ (**Dollars**), said sum being the total amount stipulated in the Bid Proposal, and hereby contracts to pay the same at the time, in the manner, and subject to the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be fully completed to the approval and entire satisfaction of the Owner and its Engineer.

7. The Contractor shall assume the defense of and indemnify and hold harmless the Owner, and its Engineer, the Owner's Representative, and their respective directors, officers, board members, employees, independent contractors, representatives, consultants, agents-, and volunteers, and each of their respective successors and assigns, and each of them (collectively herein "Indemnitees") from and against:

a. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, including, but not limited to, (1) injury to or death of any person, including the Indemnitees; (2) damages to or destruction of property of any person, including the Indemnitees, (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) other loss, damage, or expense, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

b. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any existing or future governmental law, ordinance or regulation, specifically including, but not limited to, the safety of workers, compliance with

which is the responsibility of Contractor, any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

c. Any dispute between Contractor and Contractor's Subcontractors, suppliers, and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or materialman of any tier or any other person employed in connection with the Work.

d. Any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice, or claim and seek reimbursement from Contractor, either directly or by deduction from any payments due or to become due to Contractor

Contractor shall give prompt written notice to the Owner of any litigation, mediation, arbitration or proceedings pending or threatened against Contractor or any Subcontractor or which relates to the Project and in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than \$50,000. Contractor shall not (and shall not cause or permit any Subcontractor to) initiate or settle any litigation arising out of or related to the Project and/or any Work in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than \$250,000 without Owner's prior written consent and Contractor shall keep Owner apprised of the status of any such litigation.

Contractor shall defend, at the Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees in any such suit, action, or other legal proceeding. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Promptly after receipt by an Indemnitee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential claim from a third party as to which any indemnity provided for in this Agreement and the Contract Documents may apply, the Indemnitee will notify the Owner and Contractor in writing of such fact. Any delay by an Indemnitee in notifying Contractor of any such claim or notice will not excuse Contractor of its obligations hereunder. Upon Contractor's receipt of such notice, Contractor shall assume, on behalf of the Indemnitee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both the Contractor and the Indemnitee, and if the Indemnitee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent with those available to Contractor, then the Indemnitee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Contractor's expense.

If any third party claim arises as to which any indemnity provided for in this Agreement and the Contract Documents may apply, and Contractor fails to assume the defense of such claim promptly after the receipt by Contractor of notification thereof, then the Indemnatee against which the claim is instituted or commenced may, at Contractor's expense, contest, or (with the prior written consent of Contractor, not to be unreasonably withheld) settle such claim; provided that no such contest need be made and settlement or full payment of any such claim may be made without Contractor's consent (with Contractor remaining obligated to indemnify the Indemnatee under this Agreement and the Contract Documents) if, in the written opinion of the Indemnatee's legal counsel, such claim is meritorious. All costs and expenses incurred by Indemnatee and/or the Owner in connection with any such contest, settlement, or payment may be deducted from any amounts due or to become due to Contractor under this Agreement and the Contract Documents, with all such costs in excess of the amount deducted to be reimbursed by Contractor to the Owner or the Indemnatee promptly following, but not later than thirty (30) days following, Owner's or Indemnatee's demand therefor. In the event and to the extent that the Owner makes a deduction as described in the preceding sentence, then Owner shall be responsible for making appropriate payments to any Indemnitees, and shall indemnify Contractor for any claims by the Indemnitees arising out of Owner's failure to make such payments.

The indemnification obligations herein shall survive the completion of the Work under the Contract and/or expiration or termination of the Contract.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-14 of the Instructions to Bidders, entitled LIABILITY INSURANCE; and Article 7 of the General Provisions, entitled CONTRACTOR'S INSURANCE; and the Special Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees. The indemnification obligations herein shall be in effect without regard to whether or not Owner, Contractor, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such indemnified claims.

8. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

- Notice Inviting Bids
- Instructions to Bidders
- Bid Proposal and Declaration
- Bid Schedule
- Information Required of Bidder
- List/ Designation of Subcontractors
- Bid Security Form and Bid Bond or other Bid Security
- Non-Collusion Declaration of Contractor
- Agreement Form
- Faithful Performance Bond
- Payment Bond
- Non-Collusion Declarations of Subcontractors
- All Required Insurance Policies and Endorsements
- Notice to Proceed
- General Provisions
- Special Provisions
- Specifications
- All Addenda as Issued

Drawings/Plans
Requirements, Reports and/or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

9. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

10. If any term, covenant, condition, or provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed-, and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

11. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise, and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

12. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

13. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: _____
Its: Executive Director
[TITLE]

License No(s). _____
Expiration Date(s): _____

By: _____
Its: _____
[TITLE]

By: _____
Its: _____
[TITLE]

Address For Giving Notice to Owner:

1701 N. Lombard Street, Suite 200
Oxnard, CA 93030

By: _____
Its: _____
[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original.

FAITHFUL PERFORMANCE BOND

Bond

No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Monitoring Wells Project (Specification No. 22-01) (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, , the undersigned _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned

MANDATORY FORM

changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

MANDATORY FORM

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

MANDATORY FORM

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me,
_____, personally appeared
_____, who proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-
Fact of _____ (Surety) and acknowledged to me that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State
Commission expires: _____

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Monitoring Wells Project (Specification No. 22-01) (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof. NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the FILLMORE AND PIRU BASINS GROUNDWATER SUSTAINABILITY AGENCY in the sum of Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

MANDATORY FORM

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

MANDATORY FORM

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone:

Telephone:

MANDATORY FORM

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me,
_____, personally appeared
_____, who proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-
Fact of _____ (Surety) and acknowledged to me that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State
Commission expires: _____

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

NOTICE TO PROCEED

TO: _____
[CONTRACT AWARDEE]

FROM: Board of Directors, Fillmore and Piru Basins Groundwater Sustainability Agency

NOTICE IS HEREBY GIVEN that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

Monitoring Wells Project (Specification 22-01)

[IDENTIFICATION OF PROJECT]

The documents checked off below have been received and are on file with the Executive Director of Fillmore and Piru Basins Groundwater Sustainability Agency:

- | | |
|--|-----|
| Agreement, fully executed | [] |
| Payment Bond (100%) | [] |
| Faithful Performance Bond (100%) | [] |
| Worker's Compensation Insurance Certificate | [] |
| Liability Insurance Policy or Certificate, w/ Endorsements | [] |
| Non-Collusion Declarations | [] |
| Baseline Schedule | [] |

A copy of the Award of Contract has been mailed by this Agency to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within ten (10) calendar days after the Commencement Date set forth below and is to be fully completed within the time set forth in the Agreement.

FILLMORE AND PIRU BASINS GROUNDWATER
SUSTAINABILITY AGENCY

By:

Title:

Commencement Date: