



Post Office Box 3544
Ventura, CA 93006-3544
(805) 525-4431
<https://moundbasingsa.org>

**NOTICE IS HEREBY GIVEN that the
Mound Basin Groundwater Sustainability Agency (“Agency”)
Board of Directors (“Directors”) will hold its
REGULAR BOARD OF DIRECTORS MEETING
at 1:00 p.m. on Monday, February 26, 2024, at the
City of the Ventura, Public Works Facility, Assembly Conference Room,
336 San Jon Road, Ventura, CA 93002.**

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

<https://us02web.zoom.us/j/87239483889?pwd=ZHBZWjhsdzBhcklRQUZmeUd2QXBzZ09>

Meeting ID: 872 3948 3889 | Passcode: MBGSA

To call into the meeting (audio only), call: (877) 853-5247 (US Toll-free)

Meeting ID: 872 3948 3889

**MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
BOARD OF DIRECTORS MEETING AGENDA**

OPEN SESSION – CALL TO ORDER 1:00 p.m.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive public comments on items not appearing on the agenda and within the subject matter jurisdiction of the Agency. The Board will not enter into a detailed discussion or take any action on any items presented during public comments. Such items may only be referred to the Executive Director or other staff for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on specific agenda items should do so at the time specified for those items. In accordance with Government Code §54954.3(b)(1), public comment will be limited to three (3) minutes per speaker.

**4. APPROVAL OF AGENDA
Motion**

5. 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)

5a. Approval of Minutes

Motion

The Board will consider approving the Minutes from the January 22, 2024, Regular Mound Basin GSA Board of Directors meeting.

5b. Approval of Warrants

Motion

The Board will review and consider approving payment of outstanding vendor invoices for February 2024.

5c. Monthly Financial Reports

Information Item

The Board will receive monthly profit and loss statements and balance sheets for the month of January 2024.

5d. Agency Required Bond

Motion

The Board will confirm the existing Treasurer bond is sufficient or provide direction concerning obtaining a new bond for the Treasurer.

6. BOARD MEMBER ANNOUNCEMENTS

Directors will provide updates on matters not on the agenda.

7. EXECUTIVE DIRECTOR UPDATE

Information Item

The Executive Director will provide an informational update on activities since the previous Board meeting.

8. MOTION ITEMS

8a. Annual Report for Water Year 2022/2023

Motion

The Board will consider approving the Water Year 2023 Annual Report for submittal to the Department of Water Resources pursuant to the Sustainable Groundwater Management Act. Link to draft report: [MBGSA Annual Report Final Draft for Water Year 2023](#).

8b. Monitoring Well B Right-of-Way Research Services

Motion

The Board will consider authorizing the Executive Director to procure the services of a licensed surveyor to conduct right-of-way research for Monitoring Well Site B.

9. FUTURE AGENDA ITEMS

The Directors may suggest issues and/or topics they would like to address at future meetings.

ADJOURNMENT

The Board will adjourn to the next **regular Board Meeting** scheduled for **Monday, March 25, 2024**, 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 North Lombard Street, Suite 200, 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 meeting, or if you require agenda materials in an alternative format, please contact the Mound Basin Clerk of the Board at (805) 525-4431 or the City of Ventura at (805) 654-7800. Notification of at least 48 hours prior to the meeting will enable the Agency to make appropriate arrangements.

Posted: (Date) February 23, 2024 **(time)** 9:30 a.m. **(attest)** Jackie Lozano
At: <https://moundbasingsa.org>

Posted: (Date) February 23, 2024 **(time)** 9:45 a.m. **(attest)** Jackie Lozano
At: <https://www.facebook.com/moundbasingsa/>

Posted: (Date) February 23, 2024 **(time)** 10:00 a.m. **(attest)** Jackie Lozano
At: **United Water Conservation District, 1701 N. Lombard Street, Oxnard, CA 93030**

Posted: (Date) February 23, 2024 **(time)** 10:00 a.m. **(attest)** Erwin Navarro
At: **City of Ventura, 336 San Jon Road, Ventura, CA 93002**



Post Office Box 3544
 Ventura, CA 93006-3544
 (805) 525-4431
<https://moundbasingsa.org>

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
REGULAR BOARD OF DIRECTORS MEETING

was held on Monday, January 22, 2024, at 1:00 p.m., via Zoom and
 at the City of Ventura Public Works Facility, Assembly Conference Room,
 336 San Jon Road, Ventura, CA 93002

MINUTES

DIRECTORS IN ATTENDANCE

Catherine Keeling, Chair (on-line)
 Jennifer Tribo, Vice-Chair/Secretary
 Arne Anselm, Treasurer
 James (Jim) Chambers
 Conner Everts

STAFF IN ATTENDANCE

Bryan Bondy, Executive Director
 Alex Dominguez, Legal counsel (on-line)
 Jackie Lozano, Clerk of the Board

PUBLIC IN ATTENDANCE

Sara Guzman, UWCD
 Burt Handy
 Mohammad Hasan, UWCD
 Ed Reese, UWCD
 Brian Zahn, UWCD

OPEN SESSION - CALL TO ORDER 1:00 p.m.

Chair Catherine Keeling called the meeting to order at 1:00 p.m.

1. PLEDGE OF ALLEGIANCE

The Clerk of the Board Jackie Lozano led the participants in reciting the Pledge of Allegiance.

2. BOARD OF DIRECTORS ROLL CALL

Ms. Lozano called Roll. All Directors were present (in person: Anselm, Chambers, Everts, Tribo; virtually: Keeling).

In accordance with California's teleconferencing rules under AB 2449, Executive Director Bryan Bondy informed the Board of Directors of Director Keeling's need to participate remotely for the reason of "just cause" due to having a contagious illness. She provided advance notice to Executive Director Bondy, Ms. Lozano, and legal counselors Alex Dominguez and Joe Hughes. During this time, she publicly disclosed there was no person 18 years or older present in the room with her. Both audio and visual remained on for the entire meeting.

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

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

4. APPROVAL OF AGENDA

Motion

Director Everts moved for approval of the Agenda; seconded by Director Anselm. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

5. PROPOSED AGREEMENT WITH BONDY GROUNDWATER CONSULTING

Motion

Chair Keeling introduced the motion to the Board for its consideration. Mr. Bondy temporarily excused himself from the meeting and left the room. Agency's legal counsel Mr. Dominguez noted he had nothing to add when asked by the Chair. The Board thanked Mr. Dominguez for his work towards completion of the agreement. No questions or further comments were offered by the Committee. No public comments or questions were offered.

Motion approving the Agreement to Provide Management Consulting Services and Hydrogeologic Consulting Services by and between Bondy Groundwater Consulting, Inc., and the Mound Basin Groundwater Sustainability Agency, Director Everts; Seconded by Director Chambers. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

Director Tribo located Mr. Bondy who then returned to the meeting room.

6. 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)

6a. Approval of Minutes

Motion

The Board will consider approving the Minutes from the November 27, 2023, Regular Mound Basin GSA Board of Directors meeting. A meeting cancellation notice was emailed to the Board of Directors and interested parties list as well as posted to the Mound Basin GSA website, Facebook page, and at the City of Ventura regarding the December 21, 2023, Regular Board of Directors meeting.

Director Everts requested an amendment to the Minutes. The last name of one of the public attendees, Susan Everts to please correct to Susan Murves.

6b. Approval of Warrants

Motion

The Board will receive and review a summary report of the December 2023 approved warrants as well as consider approving payment of outstanding vendor invoices for January 2024.

6c. Monthly Financial Reports

Information Item

The Board will receive monthly profit and loss statements and balance sheets for the months of November and December 2023.

6d. Financial Statement Audit for Fiscal Years 2021-22 and 2022-23

Motion

The Board will consider receiving and filing the final auditor's report, audited financial statements, and SAS 114 letter from Rogers, Anderson, Malody & Scott, LLP, for fiscal years 2021-22 and 2022-23.

Motion approving the Consent Calendar items including the amendment to the November 27, 2023, Minutes as noted above, Director Everts; Seconded by Director Tribo. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

7. BOARD MEMBER ANNOUNCEMENTS

Chair Keeling asked if there were any announcements from the Board members.

- Director Anselm mentioned the Ventura County Board of Supervisors will be presenting a motion to approve his reappointment to the Mound Basin GSA for another term.
- Director Tribo announced that the City of Ventura's Mound Basin Well No. 3 is scheduled for startup today.

8. EXECUTIVE DIRECTOR UPDATE

Information Item

Executive Director Bondy summarized the written staff report highlighting Agency activities since the last regular Board of Directors meeting of November 27, 2023. Director Chambers asked about the Saticoy Lemon Association's well that is no longer in use. Executive Director Bondy provided background information for those who were not familiar with the well. The well is part of the GSP groundwater level monitoring program and the owner intends to destroy the well. However, the owner is open to transferring responsibility for the well to MBGSA if they would like to continue monitoring the well. Executive Director Bondy is investigating what the cost would be for the agency to assume responsibility for the well, which includes eventual destruction costs. The next step will be to determine if a downhole inspection of the well can be performed to assess its condition. If the well is in poor condition, the Agency may need to pass. There were no further questions or comments.

9. MOTION ITEMS

9a. Agency Officer Appointments and Required Bond

Motion

After a brief discussion, there was agreement among the Board members to reappoint the 2023 slate of officers to serve again during the 2024 calendar year.

Motion to approve the Agency Officer appointments for calendar year 2024 (Director Catherine Keeling as Chair, Director Jennifer Tribo as Vice-Chair/Secretary, and Director Arne Anselm as Treasurer), Director Anselm; Seconded by Director Everts. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

9b. March 2024 Special Board Meeting

Motion

Due to an unavoidable conflict with the regular Board meeting scheduled for March 25, 2024, the Board reviewed and discussed the suggested alternate dates provided.

The Board identified Wednesday, March 6, 2024, at 1:00 p.m. to hold its special Board meeting. Director Anselm mentioned he had another meeting that afternoon but would be available until 2:00 p.m. Director Everts notified the Board that he is not available to attend the regular Board meeting scheduled for February 26, 2024. No other comments were provided by the Board. There were no questions from the public.

Motion approving the Special Board Meeting date of Wednesday, March 6, 2024, at 1:00 p.m., Director Anselm; Seconded by Director Everts. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

**9c. Agency Investment Authorization
Motion**

As requested by the Directors, Executive Director Bondy provided funding options for the investment of excess Agency funds. He explained the two options and the recommendations to the Board. Attached to the staff report was background information on both. After hearing the pros and cons of each of the options, the Board favored the Ventura County Treasury Investment Pool.

Motion approving the adoption of Resolution 2024-01 authorizing the investment of Agency funds in the Ventura County Treasury Investment Pool, Director Everts; Seconded by Director Anselm. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

Executive Director Bondy also asked for Board direction regarding the investment amount. It was recommended that the Agency's Treasurer invest up to \$500,000 based on the reserves. The Agency's Treasurer would continue to invest over time when excess funds became available.

Motion approving the Agency's Treasurer to invest up to \$500,000 in the Ventura County Treasury Investment Pool, Director Everts; Seconded by Director Tribo. Roll call vote: five ayes (Anselm, Chambers, Everts, Keeling, Tribo); none opposed. Motion carries unanimously 5/0.

10. FUTURE AGENDA ITEMS

Chair Keeling polled the Director for any future agenda items. Executive Director Bondy mentioned the Groundwater Sustainability Plan annual report would be presented at the next meeting. No other items were offered by the Directors.

ADJOURNMENT

Chair Keeling adjourned the meeting at 1:24 p.m. to the next Regular Board of Directors Meeting scheduled for Monday, February 26, 2024, or call of the Chair.

I certify that the above is a true and correct copy of the minutes of the Mound Basin Groundwater Sustainability Agency's Board of Directors meeting of January 22, 2024.

ATTEST: _____
Jennifer Tribo, Vice-chair/Secretary

ATTEST: _____
Jackie Lozano, Clerk of the Board



Motion Item No. 5(b)

DATE: February 26, 2024
TO: Board of Directors and Executive Director
FROM: Sara Guzman, UWCD
SUBJECT: Warrant Register for February 2024

SUMMARY

The Board will review a summary report of the February warrants as well as consider approving payment of outstanding vendor invoices for the Mound Basin GSA.

STAFF RECOMMENDATION

UWCD accounting staff has prepared the February 2024 warrants based on the Mound Basin GSA payables and is recommending approval. All expenditures are in accordance with the Board approved budget and have been reviewed by the Executive Director.

FISCAL SUMMARY

Not applicable.

ATTACHMENT

A. Warrant Register Report and invoices for February 2024

Action: _____
Motion: _____ ^{2nd} : _____
A. Anselm: _____ J. Chambers: _____ C. Everts: _____ C. Keeling: _____ J. Tribo: _____

Check Detail Report
February 2024

ACCOUNT	TRANSACTION ID	DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLR	AMOUNT
Bank of the Sierra								
	1758							
Bank of the Sierra	1758	02/20/2024	Bill Payment (Check)	11520	Roger, Anderson, Malody & Scott, LLP	--	Uncleared	-\$2,155.00
Bank of the Sierra	1758	02/20/2024	Bill Payment (Check)	11520	Roger, Anderson, Malody & Scott, LLP	--	--	-\$2,155.00
	1759							
Bank of the Sierra	1759	02/20/2024	Bill Payment (Check)	11521	A.J. Klein, Inc T. Denatale, B. Goldner	--	Uncleared	-\$1,837.50
Bank of the Sierra	1759	02/20/2024	Bill Payment (Check)	11521	A.J. Klein, Inc T. Denatale, B. Goldner	--	--	-\$1,837.50
	1760							
Bank of the Sierra	1760	02/20/2024	Bill Payment (Check)	11522	Bondy Groundwater Consulting, Inc	--	Uncleared	-\$2,828.62
Bank of the Sierra	1760	02/20/2024	Bill Payment (Check)	11522	Bondy Groundwater Consulting, Inc	--	--	-\$2,828.62
	1761							
Bank of the Sierra	1761	02/20/2024	Bill Payment (Check)	11523	United Water Conservation District	--	Uncleared	-\$2,663.21
Bank of the Sierra	1761	02/20/2024	Bill Payment (Check)	11523	United Water Conservation District	--	--	-\$2,663.21



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

735 E. Carnegie Dr. Ste 100, San Bernardino, CA 92408
Tel (909) 889-0871 • Fax (909) 889-5361 • www.ramscpa.net

Mound Basin Groundwater Sustainability Agency
PO Box 3544
Ventura, CA 93006-3544

Date: 12/31/2023
Invoice Number: 74282
Client: MOU0002

For Professional Services Rendered:

Final billing for the fiscal year ending June 30, 2023, audit services - December 2023 billing \$2,155.00

Invoice Total: \$2,155.00

Reviewed by BB
2/19/24
Account 52270 Prof. Services - Accounting

Contract Budget NTE: \$10,120
Contract Budget Balance After This Invoice: \$0

~~~Payment due upon receipt~~~

December 29, 2023

MOUND BASIN GROUNDWATER SUSTAINABILITY
PO BOX 3544
VENTURA, CA 93006

Invoice No. 1219710
Client No. [REDACTED]
Matter No. 001
Billing Attorney: JDH

INVOICE SUMMARY

For Professional Services Rendered for the Period Ending: December 18, 2023.

RE: MOUND BASIN GROUNDWATER SUSTAINABILITY
GENERAL BUSINESS

Professional Services	\$ 1,297.50
Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	<u>\$ 1,297.50</u>
Prior Balance	<u>\$ 330.00</u>
TOTAL BALANCE DUE	<u><u>\$ 1,627.50</u></u>

← Paid in January - do not double pay.

Reviewed by BB
2/19/24
Account 52501 Legal Counsel

PAST DUE

KLEIN DENATALE GOLDNER

Invoice No. 1219710

December 29, 2023

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Amount
11/20/23	AND	TELEPHONE CALL WITH J. LOZANO REGARDING GENERAL MANAGER CONTRACT CONSIDERATION PROCESS FOR UPCOMING BOARD MEETING; REVIEWED REVISED AGENDA REGARDING SAME; RESPONDED TO E-MAIL FROM J. LOZANO REGARDING SAME.	.30	90.00
11/27/23	AND	TELEPHONE CALL WITH B. BONDY PRIVATE ATTORNEY REGARDING EXECUTIVE DIRECTOR CONTRACT; REVIEWED PROPOSED REVISIONS TO EXECUTIVE DIRECTOR CONTRACT; EXCHANGED E-MAILS WITH B. BONDY PRIVATE ATTORNEY REGARDING SAME.	.50	150.00
11/27/23	JDH	ATTENDED BOARD MEETING; PREPARED FOR SAME.	1.50	562.50
11/28/23	JDH	TELEPHONE CONFERENCE WITH B. BONDY.	.20	75.00
12/11/23	AND	REVIEWED AND REVISED GENERAL MANAGERS CONTRACT; E-MAILED BOARD PRESIDENT REGARDING SAME; E-MAILED GENERAL MANAGER'S ATTORNEY REGARDING SAME; TELEPHONE CALL WITH GENERAL MANAGER REGARDING SAME.	.40	120.00
12/13/23	AND	RESEARCHED INVESTMENT POLICIES; PREPARED ANALYSIS REGARDING SAME.	1.00	300.00

TOTAL PROFESSIONAL SERVICES

\$ 1,297.50

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Rate	Hours	Total
DOMINGUEZ, ALEX	AND	300.00	2.20	660.00
HUGHES, JOSEPH	JDH	375.00	1.70	637.50
Total			3.90	\$ 1,297.50

TOTAL THIS INVOICE

\$ 1,297.50

Invoice No. 1219710

December 29, 2023

OUTSTANDING INVOICES

Invoice No.	Date	Invoice Total	Payments Received	Ending Balance
1218293	11/30/23	330.00	.00	330.00

PRIOR BALANCE	\$ 330.00
Balance Due This Invoice	<u>\$ 1,297.50</u>
TOTAL BALANCE DUE	<u>\$ 1,627.50</u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$ 330.00	\$.00	\$.00	\$.00	\$.00	\$ 330.00

Klein · DeNatale · Goldner

ATTORNEYS AT LAW

10000 STOCKDALE HWY, SUITE 200
BAKERSFIELD, CA 93311

(661) 395-1000

FAX (661) 326-0418

E-MAIL accounting@kleinlaw.com

December 29, 2023

MOUND BASIN GROUNDWATER SUSTAINABILITY
PO BOX 3544
VENTURA, CA 93006

Invoice No. 1219710
Client No. [REDACTED]
Matter No. 001
Billing Attorney: JDH

REMITTANCE

RE: ~~MOUND BASIN GROUNDWATER SUSTAINABILITY~~
GENERAL BUSINESS

BALANCE DUE THIS INVOICE	\$ 1,297.50
Prior Balance	<u>\$ 330.00</u>
TOTAL BALANCE DUE	<u>\$ 1,627.50</u>

All checks should be made payable to:
(Please return this advice with payment.)

Klein DeNatale Goldner
10000 Stockdale Hwy, Suite 200
Bakersfield, CA 93311

For payment by wire in USD:
(Please reference:

J.P. Morgan Chase
[REDACTED]
[REDACTED]

To pay by credit card, click here --->: [Pay Now](#) or call Accounting at (661) 395-1000.

DUE UPON RECEIPT

FEDERAL I.D. No. 95-2298220

Thank you! Your business is greatly appreciated.

January 31, 2024

MOUND BASIN GROUNDWATER SUSTAINABILITY
PO BOX 3544
VENTURA, CA 93006

Invoice No. 1221336
Client No. [REDACTED]
Matter No. 001
Billing Attorney: JDH

INVOICE SUMMARY

For Professional Services Rendered for the Period Ending: January 19, 2024.

RE: MOUND BASIN GROUNDWATER SUSTAINABILITY
GENERAL BUSINESS

Professional Services	\$ 540.00
Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 540.00
Prior Balance	<u>\$ 1,297.50</u>
TOTAL BALANCE DUE	<u>\$ 1,837.50</u>

In current invoice batch
do not double pay.

Reviewed by BB
2/19/24
Account 52501 Legal Counsel

PAST DUE

KLEIN DENATALE GOLDNER

Invoice No. 1221336

January 31, 2024

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Amount
12/20/23	AND	EXCHANGED E-MAILS WITH B. BONDY PERSONAL ATTORNEY REGARDING CONTRACT REVISIONS; RESPONDED TO E-MAIL FROM J. LOZANO REGARDING SAME.	.20	60.00
12/21/23	AND	RESEARCHED INVESTMENT POLICY IMPLEMENTATION; PREPARED ANALYSIS REGARDING SAME.	1.00	300.00
1/08/24	AND	RESEARCHED BROWN ACT; REVISED AGENDA ACCORDINGLY; E-MAILED J. HUGHES REGARDING SAME.	.40	120.00
1/09/24	AND	REVISED STAFF MEMORANDUM REGARDING HIRING OF CONSULTANT; E-MAILED J. LOZANO REGARDING SAME.	.20	60.00

TOTAL PROFESSIONAL SERVICES

\$ 540.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Rate	Hours	Total
DOMINGUEZ, ALEX	AND	300.00	1.80	540.00
Total			1.80	\$ 540.00

TOTAL THIS INVOICE

\$ 540.00

KLEIN DENATALE GOLDNER

Invoice No. 1221336

January 31, 2024

OUTSTANDING INVOICES

Invoice No.	Date	Invoice Total	Payments Received	Ending Balance
1219710	12/29/23	1,297.50	.00	1,297.50

PRIOR BALANCE \$ 1,297.50

Balance Due This Invoice \$ 540.00

TOTAL BALANCE DUE \$ 1,837.50

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$.00	\$ 1,297.50	\$.00	\$.00	\$.00	\$ 1,297.50

Klein · DeNatale · Goldner

ATTORNEYS AT LAW

10000 STOCKDALE HWY, SUITE 200
BAKERSFIELD, CA 93311

(661) 395-1000
FAX (661) 326-0418
E-MAIL accounting@kleinlaw.com

January 31, 2024

MOUND BASIN GROUNDWATER SUSTAINABILITY
PO BOX 3544
VENTURA, CA 93006

Invoice No. 1221336
Client No. [REDACTED]
Matter No. 001
Billing Attorney: JDH

REMITTANCE

RE: MOUND BASIN GROUNDWATER SUSTAINABILITY
GENERAL BUSINESS

BALANCE DUE THIS INVOICE	\$ 540.00
Prior Balance	<u>\$ 1,297.50</u>
TOTAL BALANCE DUE	<u>\$ 1,837.50</u>

All checks should be made payable to:
(Please return this advice with payment.)

Klein DeNatale Goldner
10000 Stockdale Hwy, Suite 200
Bakersfield, CA 93311

For payment by wire in USD:
(Please reference:

J.P. Morgan Chase
[REDACTED]
[REDACTED]

■ [pay by credit card, click here --->:Pay Now](#) or call Accounting at (661) 395-1000.

DUE UPON RECEIPT

FEDERAL I.D. No. 95-2298220

Thank you! Your business is greatly appreciated.

Bondy Groundwater Consulting, Inc.
Invoice for Professional Consulting Services

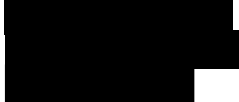
Mound Basin GSA Groundwater Sustainability Plan Support Services

Client Contract No. N/A

(Last Invoice on old contract)

Invoice Period: January 1-21, 2024

Bondy Groundwater Consulting, Inc.



bryan@bondygroundwater.com



Client: Mound Basin GSA
P.O. Box 3544
Ventura, CA 93006-3544

Project #: 043

Invoice #: 043-67

Invoice Date: 2/1/2024

Description of Services

Labor	Hours	Rate	Subtotal
<u>Executive Director (Acct: 52250)</u>	0.00	\$207.50	\$0.00
No Activity This Billing Period			

<u>Executive Director Services (Acct: 52280)</u>	8.25	\$207.50	\$1,711.87
---	------	----------	------------

- Coordination re: required fall groundwater level data uploads to DWR
- Coordination re: fiscal audit
- Coordination calls w/ other small GSAs re: lobbying for small GSA funding
- Small GSA Coalition call w/ DWR upper management re: small GSA funding on 1/4
- Coordination w/ UWCD Finance staff and legal counsel re: Agency investment options
- Coordination w/ Intera re: SGMA water year 2023 report preparation
- Coordination w/ Director Chambers re: access for Monitoring Well B construction
- Prepare draft resolutions for Agency investments and coord. w/ legal counsel for review
- Review vendor invoices
- Prepare staff reports for 1/22 Board meeting
- Review staff reports prepared by others for 1/22 Board meeting
- Coordination w/ Chair re: remote meeting attendance requirements
- Misc. coordination w/ finance staff
- Misc. coordination w/ Board clerk
- Other misc. coordination and misc. admin issues

Subtotal Labor: \$1,711.87

Expenses

Subtotal Expenses: \$0.00

Invoice Total (Please pay this amount): \$1,711.87

Thank you for your business. The opportunity to add value is appreciated!

Bondy Groundwater Consulting, Inc.
Invoice for Professional Consulting Services

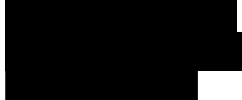
Mound Basin GSA Groundwater Sustainability Plan Support Services

Client Contract No. N/A

(First invoice on new contract)

Invoice Period: January 22-31, 2024

Bondy Groundwater Consulting, Inc.



bryan@bondygroundwater.com



Client: Mound Basin GSA
P.O. Box 3544
Ventura, CA 93006-3544

Project #: 100

Invoice #: 100-01

Invoice Date: 2/1/2024

Description of Services

Labor	Hours	Rate	Subtotal
<u>Executive Dir. - Hydrogeology - Post GSP Adoption (Acct: 52250)</u>	0.00	\$220.00	\$0.00
No Activity This Billing Period			

<u>Executive Director - Management (Acct: 52280)</u>	5.00	\$220.00	\$1,100.00
<ul style="list-style-type: none">• Attend 1/22 Board meeting• Site visit on 1/22 w/ Director Chambers and landowner representative re: access for monitoring well "B"• Small GSA Coalition coordination call on 1/25• Misc. coordination w/ Board clerk• Other misc. coordination and misc. admin issues			

Subtotal Labor: \$1,100.00

Expenses

Date	Description	Units	Rate	Subtotal
<u>Executive Director - Management (Acct: 52280)</u>				
1/22/2024	Mileage RT Ventura - Board Meeting	20	\$0.670	\$13.40
1/22/2024	Mileage - Monitoring Well B site visit with landowner	5	\$0.670	\$3.35

Subtotal Expenses for Exec. Dir - Management (52280): \$16.75

Subtotal Expenses: \$16.75

Invoice Total (Please pay this amount): \$1,116.75

Thank you for your business. The opportunity to add value is appreciated!



January 1, 2024

Invoice #57
Administrative & Accounting Services
Mound Basin Groundwater Sustainability Agency and Groundwater Sustainability Plan

December 2023

General & Administrative Personnel Position	Hourly Rate	# of Hours	Total
Administrative Assistant III - RP Jackie Lozano	65.22	14.00	913.08
Administrative Assistant III - OT Jackie Lozano	97.83	1.50	146.75
Technology Systems Specialist - Reese, Edward	85.53	4.00	342.12
<i>Subtotal Administrative Staff</i>			<u>1,401.95</u>
Senior Accountant - RP, Sara Guzman	91.23	2.00	182.46
Accountant, Taylor Knopik	78.28	3.00	234.84
Accountant, Jeanessa Lopez	78.28	1.25	97.85
Chief Financial Officer, Brian Zahn	184.52	4.00	738.08
<i>Subtotal Accounting Staff</i>			<u>1,253.23</u>
Total Personnel		29.75	2,655.18
Non-Personnel Expenses			Total
Description			
DWR Grant Category (b) Model and Studies			
Administrative Expenses			
Mileage Reimbursement	Reviewed by BB 2/19/24 Account: 52270 · Prof Svcs - Accounting: \$1,253.23 Account: 52275 · Prof Svcs - Admin/Clerk: \$1,401.95 Account: 53020 · Office Supplies: \$1.33 Account: 53026 · Postage and Mailing: \$1.26 Account: 53110 · Travel and Training: \$5.44 Class: Unclassified		5.44
Postage			1.26
Copies, presentation covers			1.33
Total Non-Personnel			8.03
TOTAL			2,663.21



Time and Attendance History Report- PA account

Payroll Set: 01 - United Water Conservation District

Employee Number: [1108](#) Employee Name: **Guzman, Sara Katherine** Department: Finance - Finance
Position: Senior Accountant - Senior Accountant

Date	Activity	Hours	Status	Description	Project Account	Project Name
11/20/2023	RP - 50 - Reimbursable	1	Transferred	Review AP checks, Oct. bank rec, create board reports.	3310200	Mound Basin GSA - Salary
12/14/2023	RP - 50 - Reimbursable	1	Transferred	Review draft financial statements & auditor report, make suggested edits.	3310200	Mound Basin GSA - Salary
Guzman - Senior Accountant Total:		2				
Guzman Total:		2				

Employee Number: [1197](#) Employee Name: **Jones, Taylor Nicole** Department: Finance - Finance
Position: Accountant - Accountant

Date	Activity	Hours	Status	Description	Project Account	Project Name
11/14/2023	RP - 50 - Reimbursable	1.5	Transferred	MBGSA Invoices and Checks	3310200	Mound Basin GSA - Salary
12/19/2023	RP - 50 - Reimbursable	1.5	Transferred	MBGSA AP Work: Invoices, Cutting Checks	3310200	Mound Basin GSA - Salary
Jones - Accountant Total:		3				
Jones Total:		3				

Employee Number: [1044](#) Employee Name: **Lindquist, John C** Department: WR - Water Resources
Position: Wtr Res Sup T4 - Water Resources Supervisor

Date	Activity	Hours	Status	Description	Project Account	Project Name
11/27/2023	RP - 50 - Non-reimbursable	3	Transferred	Prep for, attend, and follow up to MBGSA meeting	3310200	Mound Basin GSA - Salary
Lindquist - Water Resources Supervisor Total:		3				
Lindquist Total:		3				

Employee Number: [1180](#) Employee Name: **Lopez, Jeanessa** Department: Finance - Finance
Position: Accountant - Accountant

Date	Activity	Hours	Status	Description	Project Account	Project Name
12/20/2023	RP - 50 - Reimbursable	1.25	Transferred	Work on Invoice #56 and Teams call with Arianna to show her the invoicing process.	3310200	Mound Basin GSA - Salary
Lopez - Accountant Total:		1.25				
Lopez Total:		1.25				

Employee Number: [1114](#) Employee Name: **Lozano, Jacquelyn Elaine** Department: Admin - Admin
Position: Admin Asst III - Administrative Assistant III

Date	Activity	Hours	Status	Description	Project Account	Project Name
11/16/2023	RP - 50 - Reimbursable	0.25	Transferred	MBGSA, phone conversation w-legal counsel re: next Board meeting	3310200	Mound Basin GSA - Salary
11/20/2023	RP - 50 - Reimbursable	0.5	Transferred	MBGSA, incorporated new updates to GSA agenda; talked with legal counsel regarding additions; uploaded to Dropbox	3310200	Mound Basin GSA - Salary
11/21/2023	RP - 50 - Reimbursable	2	Transferred	MBGSA, reviewed and prepared Board packet docs and assembled draft packet for Executive Director review	3310200	Mound Basin GSA - Salary

Payroll Set: 01 - United Water Conservation District

11/12/2023 to 12/23/2023

11/22/2023	OT -- 50 -- Reimbursable	1.5	Transferred	7:30 - 9:00 am: MBGSA, incorporated requested edits to packet documents; posted docs to website and Facebook; emailed Directors and interested parties meeting notice/info	3310200	Mound Basin GSA - Salary
11/27/2023	RP - 50 - Reimbursable	4	Transferred	MBGSA, prepared for and clerk for GSA meeting in Ventura: picked up GSA mail	3310200	Mound Basin GSA - Salary

Date	Activity	Hours	Status	Description	Project Account	Project Name
11/28/2023	RP - 50 - Reimbursable	2	Transferred	while in Ventura; traveled back to office and processed mail	3310200	Mound Basin GSA - Salary
12/11/2023	RP - 50 - Reimbursable	1	Transferred	MBGSA, processed signed checks, posted and updated website with approved meeting minutes, resolution and Dec meeting date.	3310200	Mound Basin GSA - Salary
12/18/2023	RP - 50 - Reimbursable	0.25	Transferred	MBGSA, created cancellation notice. Emailed, and posted at locations and website/Facebook	3310200	Mound Basin GSA - Salary
12/19/2023	RP - 50 - Reimbursable	1.5	Transferred	MBGSA, picked up mail at POBox while running errands in Ventura	3310200	Mound Basin GSA - Salary
12/20/2023	RP - 50 - Reimbursable	2.5	Transferred	MBGSA, worked on staff reports for January meeting (2024 appointments, auditors financial report, agenda)	3310200	Mound Basin GSA - Salary
				MBGSA, met w-Dir. Ansel in Ventura to get checks signed; processed checks and mailed; Combined auditors report and uploaded to website - updated staff report with link to report and uploaded to Dropbox; updated agenda with add'l motion item		

Lozano - Administrative Assistant III Total: 15.5

Lozano Total: 15.5

RP 14.00

OT 1.5

Employee Number: [1155](#) Employee Name: Reese, Edward Department: Admin - Admin

Position: Tech Sys Specialist - Technology Systems Specialist

Date	Activity	Hours	Status	Description	Project Account	Project Name
11/27/2023	RP - 50 - Reimbursable	4	Transferred		3310200	Mound Basin GSA - Salary

Reese - Technology Systems Specialist Total: 4

Reese Total: 4

Employee Number: [1148](#) Employee Name: Zahn, Brian H Department: Finance - Finance

Position: CFO T3 - Chief Financial Officer

Date	Activity	Hours	Status	Description	Project Account	Project Name
12/12/2023	RP - 50 - Reimbursable	2	Transferred	Review and update final reports	3310200	Mound Basin GSA - Salary
12/14/2023	RP - 50 - Reimbursable	2	Transferred	Review Final reports and get signatures	3310200	Mound Basin GSA - Salary

Zahn - Chief Financial Officer Total: 4

Zahn Total: 4

Project Account Distribution Report

United Water Conservation District, CA

Payment Date Range: 12/1/2023 - 12/31/2023

Expense Date Range: -

By: Employee



Payroll Set: 01 - United Water Conservation District

Employee: 1044 - Lindquist, John C

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	AA	Water Resources	12/01/2023	12/01/2023	0	0
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	PA	Water Resources	12/01/2023	12/01/2023	0	0
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	81.29	0.33
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	81.29	0.3
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	AA	Water Resources	12/15/2023	12/15/2023	0	0
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	81.29	0.15
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	81.29	0.06
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	81.29	1.29
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	PA	Water Resources	12/15/2023	12/15/2023	81.29	0.03
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	0	0
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	RP	Water Resources	12/15/2023	12/15/2023	81.29	0.09
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	AA	Water Resources	12/29/2023	12/29/2023	0	0
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-500-51110				Regular Salary	PA	Water Resources	12/29/2023	12/29/2023	0	0
Earnings Total:											3

Employee: 1108 - Guzman, Sara Katherine

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	RP	Senior Accountant	12/01/2023	12/01/2023	47.73	0.01
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	RP	Senior Accountant	12/01/2023	12/01/2023	47.73	0.98
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	PN	Senior Accountant	12/01/2023	12/01/2023	2.39	0.8
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	PN	Senior Accountant	12/15/2023	12/15/2023	2.39	0.8
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	RP	Senior Accountant	12/29/2023	12/29/2023	47.73	0.98
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	RP	Senior Accountant	12/29/2023	12/29/2023	47.73	0.01
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-110-51110				Regular Salary	PN	Senior Accountant	12/29/2023	12/29/2023	2.39	0.8
Earnings Total:											2

Employee: 1114 - Lozano, Jacquelyn Elaine

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	OT	Administrative As	12/01/2023	12/01/2023	53.13	0.09
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	RP	Administrative As	12/01/2023	12/01/2023	35.42	0.03
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	OT	Administrative As	12/01/2023	12/01/2023	53.13	0
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	OT	Administrative As	12/01/2023	12/01/2023	53.13	1.39
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	RP	Administrative As	12/01/2023	12/01/2023	35.42	0.01
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	RP	Administrative As	12/01/2023	12/01/2023	35.42	0.17
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	OT	Administrative As	12/01/2023	12/01/2023	53.13	0.02
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	RP	Administrative As	12/01/2023	12/01/2023	35.42	2.54
3310	Mound Basin GSA SGN 3310 Mound Bsn C Mound Basin GSA - Sa 050-100-51110				Regular Salary	RP	Administrative As	12/15/2023	12/15/2023	35.42	0.06

3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/15/2023	12/15/2023	35.42	5.56
3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/15/2023	12/15/2023	35.42	0.02
3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/15/2023	12/15/2023	35.42	0.36
3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/29/2023	12/29/2023	35.42	4.87
3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/29/2023	12/29/2023	35.42	0.05
3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/29/2023	12/29/2023	35.42	0.32
3310	Mound Basin GSA SGN3310 Mound Bsn C Mound Basin GSA - Sa050-100-51110	Regular Salary	RP	Administrative As	12/29/2023	12/29/2023	35.42	0.01
Earnings Total:							15.5	

Employee: 1148 - Zahn, Brian H

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Chief Financial Of	12/29/2023	12/29/2023	98.2	4
Earnings Total:										46.52	4

Employee: 1155 - Reese, Edward

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Technology Syste	12/15/2023	12/15/2023	46.52	4
Earnings Total:										46.52	4

1/17/2024 2:43:53 PM

Payroll Set: 01 - United Water Conservation District

Employee: 1180 - Lopez, Jeannesa

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	PN	Accountant	12/01/2023	12/01/2023	1.91	0.8
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	PN	Accountant	12/15/2023	12/15/2023	1.91	0.8
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	38.21	0.02
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	38.21	0.01
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	PN	Accountant	12/29/2023	12/29/2023	1.91	0.8
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	38.21	0.01
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	38.21	1.2
Earnings Total:										1.25	3

Employee: 1197 - Jones, Taylor Nicole

EARNINGS

Project #	Project Name	Proj. Acct. #	Proj. Acct. Name	GL Account #	GL Account Name	Pay Code	Position Code	Pay Date	Exp. Date	Rate	Units
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/01/2023	12/01/2023	36.4	0.02
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/01/2023	12/01/2023	36.4	1.46
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/01/2023	12/01/2023	36.4	0.01
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	36.4	0.02
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	36.4	1.46
3310	Mound Basin GSA SGM8310 Mound Bsn GMound Basin GSA - Sa050-110-51110				Regular Salary	RP	Accountant	12/29/2023	12/29/2023	36.4	0.01
Earnings Total:										36.4	3

Earnings totals 32.75

December 1, 2024

Office Supplies and Postage Usage, December 2023
 Invoice #57

Jackie:

Date	Description	# of imprints	# of items mailed	cost per #10 env. (\$0.65)	cost for postage (\$0.63)	cost for postage - other	cost per copy (\$0.011)	SUBTOTAL	# of covers	cost per cover (\$0.77)	SUBTOTAL COVERS	TOTAL
12/20/23	Copied and mailed checks	3	2	\$1.30	\$1.26		\$0.03	\$2.59	0	0	\$ -	\$2.59
TOTAL		3	2	\$1.30	\$1.26		\$0.03	\$2.59			\$0.00	\$2.59

Total Office Supplies	\$1.33
Total Postage	\$1.26
Total	\$2.59

November 2023

Jackie:

Date	Item	From	To	Purpose	Total Miles	Reimburseme nt(@rate: 0.65)	GSA/UWCD
12/18/23	Mileage, one-way (2.1 miles one-way)	US post office, Ventura 41 S. Wake Forest Ave.	US post office, Ventura 41 S. Wake Forest Ave.	Retrieved MBGSA mail from POBox while running	2.1	\$1.38	Mound Basin
12/20/23	Mileage, one-way (6.2 miles one-way)	County of Ventura 800 S. Victoria Avenue	Oxnard office 1701 N. Lombard Street	Met up with Dir. Anselm on my way into work to get GSA	6.2	\$4.06	Mound Basin

Mound Basin	\$5.44
Total	\$5.44



MoundBasin
GROUNDWATER SUSTAINABILITY AGENCY

Item No. 5(c)

DATE: February 20, 2024
TO: Board of Directors and Executive Director
FROM: Sara Guzman, UWCD
SUBJECT: Monthly Financial Reports

SUMMARY

The Board will receive the monthly financial reports for the Mound Basin GSA.

INFORMATIONAL ITEM

UWCD accounting staff has prepared financial reports based on the Mound Basin GSA revenue and expenses for the months of January 2024.

BACKGROUND

None.

FISCAL SUMMARY

Not applicable.

ATTACHMENTS

- A. January 2024 Profit/Loss Statement
- B. January 2024 Balance Sheet

Mound Basin, GSA

Budget vs. Actuals: Budget FY 23-2024 - FY24 P&L

July 2023 - January 2024

	JUL - SEP, 2023		OCT - DEC, 2023		JAN 2024		TOTAL	
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
Income								
40001 Groundwater Extraction Fees	235.60	0.00	-892.80	286,150.00		0.00	\$ -657.20	\$286,150.00
Total Income	\$235.60	\$0.00	\$ -892.80	\$286,150.00	\$0.00	\$0.00	\$ -657.20	\$286,150.00
GROSS PROFIT	\$235.60	\$0.00	\$ -892.80	\$286,150.00	\$0.00	\$0.00	\$ -657.20	\$286,150.00
Expenses								
52200 Professional Services							\$0.00	\$0.00
52240 Prof Svcs - IT Consulting		275.76	671.59	275.76		91.92	\$671.59	\$643.44
52250 Prof Svcs - Post GSP Adoption	2,594.12	36,017.37	3,115.00	36,017.37		12,005.79	\$5,709.12	\$84,040.53
52270 Prof Svcs - Accounting	395.31	5,949.48	10,995.98	5,949.48	3,408.23	1,983.16	\$14,799.52	\$13,882.12
52275 Prof Svcs - Admin/Clerk of Bd	749.91	1,837.50	1,809.86	1,837.50	1,401.95	612.50	\$3,961.72	\$4,287.50
52280 Prof Svcs - Executive Director	3,592.47	4,823.43	4,370.60	4,823.43	2,828.62	1,607.81	\$10,791.69	\$11,254.67
Total 52200 Professional Services	7,331.81	48,903.54	20,963.03	48,903.54	7,638.80	16,301.18	\$35,933.64	\$114,108.26
52500 Legal Fees		3,150.00		3,150.00		1,050.00	\$0.00	\$7,350.00
52501 Legal Counsel	937.50		750.00		1,837.50		\$3,525.00	\$0.00
Total 52500 Legal Fees	937.50	3,150.00	750.00	3,150.00	1,837.50	1,050.00	\$3,525.00	\$7,350.00
53000 Office Expenses							\$0.00	\$0.00
53010 Public Information		347.76		347.76		115.92	\$0.00	\$811.44
53020 Office Supplies	222.35	55.14	412.66	55.14	1.33	18.38	\$636.34	\$128.66
53026 Postage & Mailing	280.20	170.76	14.15	170.76	1.26	56.92	\$295.61	\$398.44
53060 Computer Software	1,215.00		135.00				\$1,350.00	\$0.00
53070 Licenses, Permits & Fees		288.75		288.75		96.25	\$0.00	\$673.75
53110 Travel & Training	55.74	131.25	112.31	131.25	5.44	43.75	\$173.49	\$306.25
Total 53000 Office Expenses	1,773.29	993.66	674.12	993.66	8.03	331.22	\$2,455.44	\$2,318.54
53111 Office Expenses - Other		78.75		78.75		26.25	\$0.00	\$183.75
53500 Insurance							\$0.00	\$0.00
53510 Liability Insurance	7,296.45	0.00		6,126.36		0.00	\$7,296.45	\$6,126.36
Total 53500 Insurance	7,296.45	0.00		6,126.36		0.00	\$7,296.45	\$6,126.36
81000 Contingency - Non Capital Expen		0.00		21,863.01		0.00	\$0.00	\$21,863.01
82000 Capital Expenditures							\$0.00	\$0.00
82001 Capital Project Expenditures		0.00		43,778.70		0.00	\$0.00	\$43,778.70
82002 Contingency - Capital		0.00		4,377.87		0.00	\$0.00	\$4,377.87
Total 82000 Capital Expenditures		0.00		48,156.57		0.00	\$0.00	\$48,156.57
Total Expenses	\$17,339.05	\$53,125.95	\$22,387.15	\$129,271.89	\$9,484.33	\$17,708.65	\$49,210.53	\$200,106.49
NET OPERATING INCOME	\$ -17,103.45	\$ -53,125.95	\$ -23,279.95	\$156,878.11	\$ -9,484.33	\$ -17,708.65	\$ -49,867.73	\$86,043.51
NET INCOME	\$ -17,103.45	\$ -53,125.95	\$ -23,279.95	\$156,878.11	\$ -9,484.33	\$ -17,708.65	\$ -49,867.73	\$86,043.51

Mound Basin, GSA

Balance Sheet

As of January 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Bank of the Sierra	770,515.74
Total Bank Accounts	\$770,515.74
Accounts Receivable	
11000 Accounts Receivable	-3,205.29
Total Accounts Receivable	\$ -3,205.29
Other Current Assets	
12000 Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$767,310.45
TOTAL ASSETS	\$767,310.45
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	9,484.33
Total Accounts Payable	\$9,484.33
Other Current Liabilities	
20001 Advance from City of Ventura	0.00
20002 Advance from County of Ventura	0.00
20003 Cash Advance to Open Account	0.00
20510 Interest Payable	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$9,484.33
Total Liabilities	\$9,484.33
Equity	
32000 Retained Earnings	807,693.85
Net Income	-49,867.73
Total Equity	\$757,826.12
TOTAL LIABILITIES AND EQUITY	\$767,310.45



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Information Item No. 7

DATE: February 26, 2024
TO: Board of Directors
FROM: Executive Director
SUBJECT: Executive Director Update

SUMMARY

The following are updates on Agency activities since the last Board meeting.

1. Administrative: No reportable activity.
2. Financial: Staff worked on setting up the Ventura County Treasury Investment Pool account.
3. Legal: No reportable activity
4. Groundwater Sustainability Plan (GSP) Implementation:
 - a. GSP Annual Report: The draft water year 2022/2023 GSP annual report was completed (please see later item for more information).
 - b. Small GSA Coalition: The Executive Director participated in Small GSA Coalition's monthly teleconference calls on January 25 and February 22. The coalition prepared a fact sheet (Attachment A), talking points (Attachment B), and sent two comment letters to state officials (Attachments C and D). One letter was sent to Assemblymembers Papan and Bennet concerning the joint hearing (Assembly Budget Subcommittee 4 and Assembly Water, Parks and Wildlife) on SGMA implementation scheduled for February 21 (Attachment C). The other letter was sent to Governor Newsom, Senate Pro Tem McGuire, Assembly Speaker Rivas, Senator Allen, and Assemblymember Garcia concerning the natural resources bonds currently moving through the legislative process (Attachment D).
 - c. Groundwater Monitoring Well B: The Executive Director and Director Chambers met with a landowner representative at the proposed site for Groundwater Monitoring Well B. The Executive Director solicited proposals from licensed surveyors for right-of-way research (please see later item for more information).

- d. Groundwater Level Monitoring Well 02N22W16K01S: This private well is included in the GSP groundwater level monitoring program and the owner intends to destroy it. The owner is open to transferring responsibility for the well if we MBGSA would like to continue monitoring the well. The Executive Director reached out to the well owner to discuss performing a downhole inspection of the well to assess its condition.
- e. Shallow Groundwater Level Monitoring: Monitoring activities are ongoing by UWCD on behalf of MBGSA. The Executive Director requested the data collected to date to perform a preliminary assessment.

5. Miscellaneous: None.

6. Correspondence: None.

INFORMATIONAL ITEM

Receive an update from the Executive Director on activities since the previous board meeting.

BACKGROUND

Not applicable

FISCAL SUMMARY

Not applicable.

ATTACHMENTS

- A. Small GSA Coalition Fact Sheet
- B. Small GSA Coalition Talking Points
- C. Letter to Assemblymembers Papan and Bennett
- D. Letter to Governor Newsom, Senate Pro Tem McGuire, Assembly Speaker Rivas, Senator Allen, and Assemblymember Garcia



Implementing Groundwater Sustainability Plans

Funding Small Basins

The Problem

Groundwater Sustainability Agencies (GSAs) managing very small groundwater basins are struggling to fund GSA administration and the implementation of recently submitted Groundwater Water Sustainability Plans (GSPs) Support for administration and reporting (tasks which are not eligible for DWR grants) is needed to help these GSAs bridge the gap while they seek reasonable options for long-term, sustainable agency funding.

Proposed Solution

Include in the proposed climate bond \$10 million in non-competitive matching funding to very small GSAs to cover a portion of SGMA-required annual operating and monitoring costs. Very small GSAs are those that manage basins, sub-basins, or portions thereof with less than 10,000 acre-feet of groundwater pumped annually (AFY).

Fixed Costs

The mandates under SGMA result in fixed administrative and reporting costs. These include support for running a public agency such as Brown Act compliance, budgeting, accounting, and legal review. Costs also are incurred for maintaining new monitoring networks, data management, annual reports, groundwater models, and five-year updates. In basins with large populations or extensive commercial agriculture, these costs can be spread out over many users, but smaller basins do not benefit from such an economy of scale. Table 1, below, illustrates these challenges in 10 GSAs that manage basins or portions of basins with annual groundwater pumping of less than 10,000 AFY. The table includes two larger basins for comparison purposes.

Table 1. Annual costs per acre-foot for basic SGMA compliance

Basin	Location	Acre-Foot pumped annually (AFY)	Annual compliance costs*	Annual costs per AFY
Ukiah Valley	Mendocino County	6,500	\$ 610,000	\$ 94
Langley Subbasin	Monterey County	1,755	\$ 397,900	\$ 227
Monterey/Corral de Tierra	Monterey County	1,675	\$ 397,900	\$ 238
180/400 Foot Subbasin**	Monterey County	122,850	\$ 355,000	\$ 3

Santa Margarita	Santa Cruz County	2,700	\$ 390,400	\$ 145
Santa Cruz Mid-County	Santa Cruz County	5,400	\$ 622,600	\$ 115
Petaluma Valley	Sonoma County	2,640	\$ 500,000	\$ 189
Sonoma Valley	Sonoma County	7,100	\$ 616,700	\$ 87
<i>Santa Rosa Plain**</i>	<i>Sonoma County</i>	<i>20,600</i>	<i>\$ 840,800</i>	<i>\$ 41</i>
Mound Basin	Ventura County	5,900	\$ 572,300	\$ 97
Upper Ventura River	Ventura County	3,360	\$ 469,100	\$ 140
Ojai Basin	Ventura County	3,000	\$ 279,500	\$ 93

**Compliance costs vary widely from basin-to-basin depending on local labor costs, staff support provided by other local government agencies, history of groundwater issues/monitoring, and other factors.*

***Two larger basins are included to illustrate how economies of scale affect costs per acre foot.*

GSA Funding Options

Statewide, two common funding approaches being pursued by GSAs are (1) member-agency funding, particularly when the GSA is created through a Joint Powers Authority (JPA), and (2) groundwater pumping-fees, based on actual or estimated pumping amounts.

Member-agency funding has been a useful tool for JPAs but leads to questions of the equitable distribution of costs. For example, in the Santa Cruz Mid-County Groundwater Basin, some residents are paying for the GSA costs through both their water rates and their property tax. The cost allocations are based on pumping impacts to the basin from each member agency, though the administrative burdens of SGMA are arguably independent of those impacts.

Groundwater pumping fees are based on actual or estimated amounts of groundwater pumped annually and are often levied in agricultural areas. Table 1 illustrates the fee levels that would be required if these very small basins charged fees based on groundwater pumping. These fees reflect the costs of basic SGMA compliance and do not include the programs, projects and management actions needed to maintain or to bring basins into sustainability. Groundwater users unused to paying any charges for their pumping are understandably skeptical of high per-acre-foot fees that pay for basic government compliance.

For example, two of these basins – Petaluma Valley and Sonoma Valley – completed fee studies in 2022 and adopted fees based on estimated use. In response to groundwater pumpers concerned about proposed fees that were significantly higher than the neighboring, larger Santa Rosa Plain GSA, the County of Sonoma provided a contribution to the GSAs that allowed the fees to temporarily drop to \$40 per AFY. The subsidy, which was possible due to a budget surplus, ends in 2026 and is not expected to be renewed.

Another funding option – a parcel tax on all parcels in a basin – would help spread costs more broadly but is unlikely to be successful in most basins, given the cost of placing a measure on the ballot and the two-thirds vote requirement.

For more information, please contact Mark Fenstermaker at mark@pacificpolicygroup.com.

FEBRUARY 2024 TALKING POINTS: GSAs MANAGING SMALL BASINS

- We are part of informal coalition of GSAs responsible for managing very small basins or portions of basins (annual pumping under 10,000 AFY) that have come together because we face many of the same issues.
- We've successfully put together GSPs with the support of past bond funding that recognized the importance of SGMA implementation at a time when GSAs were trying to get up off the ground.
- **We believe that SGMA's success is a shared state and local responsibility** and our GSAs are facing real challenges to raise funding at the local level to cover basic administrative functions and have the staffing to implement our GSPs.
- Small basins that have completed fee studies found that **costs can be as high as \$200-\$400 per acre foot of groundwater pumped annually** for managing groundwater sustainability
- We are concerned that very small basins **could fail to comply with SGMA without state assistance**
- Compounding this issue is that the Round 2 SGM implementation grant funding was announced in June, and unfortunately, of the 82 applicants, only 31 were recommended for funding, including only 5 very small basins.
- Others in our coalition missed out on funding recommendations by one point, which is devastating given our funding constraints.
- We see the climate resilience bond as an opportunity to keep us on track to implement SGMA and we think any final bond product should have clear language that there is funding available for SGMA implementation with a preference for GSAs managing very small basins or portions of basin.

A coalition of GSAs responsible for small basins is asking for help as follows:

- Current language in both climate bond measures AB 1567 and SB 867 specifies the types of projects that should be funded and focuses on multi-benefit projects. GSAs with limited staff and capacity will struggle to coordinate complex multi-benefit projects. Critical state funding should help ALL basins implement GSPs – including those with plans that focus on programs and management actions rather than projects to achieve sustainability.
- **REQUESTED ACTION: Revise climate bond language to allow GSAs to receive grant funding to simply implement Groundwater Sustainability Plans**, without specifying project or program type.
- GSAs in small basins often don't have the capacity to develop grant proposals that can compete with larger basins (note that only 5 very small basins are recommended for funding in the current SGMA implementation round).
- **REQUESTED ACTION: Provide GSAs managing very small basins a leg-up by giving them funding preference, by adding the following language:** *(d) Preference shall be given to implement the Sustainable Groundwater Management Act (Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code) by groundwater sustainability agencies that manage a basin or sub-basin or portion thereof with an annual groundwater yield of no more than 10,000 acre feet per year.*



MoundBasin
GROUNDWATER SUSTAINABILITY AGENCY



SANTA MARGARITA
Groundwater Agency



Ukiah Valley Basin
Groundwater Sustainability Agency



SONOMA VALLEY
GROUNDWATER
SUSTAINABILITY AGENCY



PETALUMA VALLEY
GROUNDWATER
SUSTAINABILITY AGENCY

February 16, 2024

The Honorable Diane Papan
Chair, Assembly Water, Parks & Wildlife Committee
1021 O St., Ste. 4220
Sacramento, CA 95814

The Honorable Steve Bennett
Chair, Assembly Budget Subcommittee No. 3
1021 O St., Ste. 4710
Sacramento, CA 95814

Re: Small Groundwater Sustainability Agencies' Comments

Dear Chairs Papan and Bennett:

We, the undersigned Groundwater Sustainable Agencies (GSAs) representing a coalition of small GSAs in California, write to provide our experience in implementing the Sustainable Groundwater Management Act (SGMA) and highlight some of the challenges we are facing that require state assistance. We submit these comments to be included in the record of the February 21, 2024, hearing your committees are jointly holding titled *Water We Are Doing with Groundwater: Evaluating Sustainable Groundwater Management Act (SGMA) Implementation*.

The undersigned GSAs have come together based on our shared challenge of implementing SGMA as GSAs managing basins, sub-basins, or portions thereof that have small groundwater pumping yields of less than 10,000 acre-feet a year. The mandates under SGMA result in fixed administrative and reporting costs, including, maintaining new monitoring networks, data management systems, Brown Act compliance, updating JPAs and bylaws, budgeting, accounting, legal review, annual reports, groundwater models, and 5-year updates. In basins with either large populations or extensive commercial agriculture, these costs can be spread out over many users, but our smaller basins do not benefit from such an economy of scale. Our residents and businesses cannot afford the exorbitant costs that we are faced with in order to self-fund basic SGMA compliance.

For example, in Ventura County, the costs for basic compliance for three small GSAs range from \$93 to \$140 per acre-foot. These costs do not include projects and management actions. In Salinas Valley, the annual cost of compliance for the very small (1,675 acre-feet of groundwater pumped annually (AFY)) Corral de Tierra basin is approximately \$397,900 -- equivalent to \$238 per AFY. The nearby 180/400 Foot Subbasin pumps 122,850 AFY and basic compliance costs are about \$355,000 annually -- equivalent to \$3 per AFY.

Similarly, the annual compliance cost for the Petaluma Valley is \$189 AFY (2,640 acre-feet pumped annually with an annual basic compliance cost of \$500,000) while nearby Santa Rosa Plain comes in at \$41 AFY (20,600 acre-feet pumped annually with an annual basic compliance cost of \$840,800). The County of Sonoma took it upon itself to utilize some of its discretionary general fund revenues to level these costs on a short-term basis. This disproportionate burden on groundwater users in similar

circumstances is becoming increasingly problematic as very small GSAs attempt to adopt fees. The appended chart displays compliance costs for many of the undersigned GSAs.

SGMA's success is a shared state and local responsibility. As noted above, investments are being made at the local level to implement SGMA, and while recent state bond funding that has been made available to date is greatly appreciated, additional state support for basic tasks is needed to ensure that small GSAs can comply with SGMA and bring the basins into sustainability. Moreover, the Department of Water Resources is currently out of funding for SGMA implementation grants and last year's round of implementation funding was oversubscribed by nearly \$600 million, clear evidence of the need for additional state support.

Failure to implement SGMA will be a shared responsibility, as an inability for our GSAs to operate at the local level will necessitate state intervention. This is not an outcome that anybody wants as it will prove more costly to the state to have to assume management of basins. In the 2023-24 state budget, the State Water Resources Control Board (SWRCB) received an appropriation of \$4.8 million dollars to protect groundwater users and uses in six basins for which DWR had deemed the groundwater sustainability plans (GSPs) to be inadequate. This roughly translates to \$800,000 for SWRCB to step in at the local level to get GSPs on track, it assuredly will cost more should a GSA not be able to afford to exist. We estimate that each of our GSAs need roughly \$250,000 to cover the basic compliance costs outlined above, showing that a local-state partnership is the more affordable pathway for the state.

We are grateful for the hard work and dedication of our state partners at DWR in assisting our GSAs to date and we call upon you and your committees to work with our coalition to provide the necessary financial resources to carry this partnership forward. We thank you for taking our comments into consideration and for holding this timely hearing.

Please feel free reach out to us individually or to contact Mark Fenstermaker at mark@pacificpolicygroup.com, 916.798.8008.

Sincerely,

Ann DuBay
Community & Government Affairs
Sonoma Water

Sierra Ryan
Water Resources Manager
Santa Cruz County GSAs

Piret Harmon
General Manager
Salinas Valley GSA

Castulo Estrada
Utilities Manager
City of Coachella

Erik Cadaret
General Manager
Ukiah Valley Basin GSA

Bill Keene
Administrator
Sonoma Valley GSA

Bryan Bondy
Executive Director
Upper Ventura River GSA
Mound Basin GSA

Julia Aranda
General Manager
Ojai Basin Groundwater
Management Agency

Marcus Trotta
Plan Manager
Petaluma Valley GSA
Sonoma Valley GSA

Annual costs per acre-foot for basic SGMA compliance

Basin	Location	Acre-Feet pumped annually (AFY)	Annual compliance costs*	Annual costs per AFY
Ukiah Valley	Mendocino County	6,500	\$ 610,000	\$ 94
Langley Subbasin	Monterey County	1,755	\$ 397,900	\$ 227
Monterey/Corral de Tierra	Monterey County	1,675	\$ 397,900	\$ 238
180/400 Foot Subbasin**	Monterey County	122,850	\$ 355,000	\$ 3
Santa Margarita	Santa Cruz County	2,700	\$ 390,400	\$ 145
Santa Cruz Mid-County	Santa Cruz County	5,400	\$ 622,600	\$ 115
Petaluma Valley	Sonoma County	2,640	\$ 500,000	\$ 189
Sonoma Valley	Sonoma County	7,100	\$ 616,700	\$ 87
Santa Rosa Plain**	Sonoma County	20,600	\$ 840,800	\$ 41
Mound Basin	Ventura County	5,900	\$ 572,300	\$ 97
Upper Ventura River	Ventura County	3,360	\$ 469,100	\$ 140
Ojai Basin	Ventura County	3,000	\$ 279,500	\$ 93

*Compliance costs vary widely from basin-to-basin depending on local labor costs, staff support provided by other local government agencies, history of groundwater issues/monitoring, and other factors.

**Two larger basins are included to illustrate how economies of scale affect costs per acre foot.



February 22, 2024

The Honorable Gavin Newsom
Governor, Senate of California
1021 O St., Ste. 9000
Sacramento, CA 95814

The Honorable Mike McGuire
Pro Tempore of the Senate
1021 O St., Ste. 8518
Sacramento, CA 95814

The Honorable Ben Allen
Senator, 24th District
1021 O St., Ste. 6610
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker of the Assembly
1021 O St., Ste. 8330
Sacramento, CA 95814

The Honorable Eduardo Garcia
Assemblymember, 36th District
1021 O St., Ste. 8120
Sacramento, CA 95814

Re: Small Groundwater Sustainability Agency Bond Priorities

Dear Governor Newsom, Senate Pro Tem McGuire, Assembly Speaker Rivas, Senator Allen, and Assemblymember Garcia:

We, the undersigned Groundwater Sustainable Agencies (GSAs) representing a coalition of small GSAs in California, write in support of the effort to pass a general obligation bond this year to fund water and climate resilience to protect the future of our state. Currently there are two natural resources bonds moving through the legislative process: AB 1567 (E. Garcia, et al) and SB 867 (Allen, et al.), both of which dedicate funding to projects that further the sustainability of groundwater resources which is urgently needed given the enormity of the problem.

GSAs across the state are working hard to implement the Sustainable Groundwater Management Act (SGMA), and SGMA implementation funding from the Department of Water Resources has been critical to establishing a pathway to success. However, DWR is currently out of funding for SGMA implementation grants and last year's round of implementation funding was oversubscribed by nearly \$600 million, clear evidence of the need for additional state support. The success of SGMA is a shared state-local responsibility and a bond is needed to keep us on track.

GSAs, akin to the groundwater basins they are established to manage, range in size and capacity. Some GSAs manage basins, sub-basins, or portions thereof that have small groundwater yields, with those signed onto this letter managing pumping yields of less than 10,000 acre-feet a year. The ability of these small, under-resourced GSAs to assess fees on users is difficult as we are challenged to spread

the cost across the low volume of groundwater pumpers. Accordingly, despite being extremely cost-conscious and careful in staffing our agencies, it is a financial struggle for GSAs managing very small basins to comply with the requirements of SGMA. Our budgets and capabilities to construct competitive grant applications are also challenged as can be seen in the DWR's Round 2 funding determinations. Several small GSA applicants missed out on funding by one point, frustrating for any applicant but even more critical for small GSAs that depend on these grants to keep operations going.

We are grateful for the hard work and dedication that has gone into the climate resilience bonds to date and for the ongoing leadership all of you have demonstrated in funding programs that position California to respond to the threat of climate change. Now is the time to craft and support a bond to put before the California voters in November so that we can build our groundwater resilience today to prepare for the challenges of tomorrow.

Sincerely,

Ann DuBay
Community & Government Affairs
Sonoma Water

Sierra Ryan
Water Resources Manager
Santa Cruz County GSAs

Piret Harmon
General Manager
Salinas Valley GSA

Castulo Estrada
Utilities Manager
City of Coachella

Erik Cadaret
General Manager
Ukiah Valley Basin GSA

Bill Keene
Administrator
Sonoma Valley GSA

Bryan Bondy
Executive Director
Upper Ventura River GSA
Mound Basin GSA

Julia Aranda
General Manager
Ojai Basin Groundwater
Management Agency

Marcus Trotta
Plan Manager
Petaluma Valley GSA
Sonoma Valley GSA



Motion Item No. 8(a)

DATE: February 26, 2024
TO: Board of Directors
FROM: Executive Director
SUBJECT: Annual Report for Water Year 2022/2023

SUMMARY

Groundwater Sustainability Agencies (GSAs) are required to submit annual reports to the Department of Water Resources (DWR) by April 1 of each year following adoption of the Groundwater Sustainability Plan (GSP). The third annual report includes data collected during water year 2022/2023 (October 1, 2022, through September 30, 2023).

The third annual report was prepared by Intera, Inc. in collaboration with the Executive Director to meet the regulatory reporting requirements (please see Background and Attachment A for more information).

The draft annual report is available for review at: <https://moundbasingsa.org/gsp> and link to document: [MBGSA Annual Report Water Year 2023 Final Draft](#).

No major issues were identified during preparation of the annual report. The Executive Director will be happy to answer any questions about the report during the Board meeting.

RECOMMENDED ACTIONS

Approve the Annual Report for Water Year 2022/2023 for submittal to DWR.

BACKGROUND

After adopting a GSP, GSAs are required to submit annual reports to the DWR pursuant to §356.2 of the GSP Emergency Regulations each year by April 1. The annual report requirements are detailed in the excerpt of the GSP Emergency Regulations included in Attachment A and as summarized below:

- Executive summary
- Basin location map
- Description and graphical representation of the following data from the applicable water year:
 - Groundwater elevation data (contour maps and hydrographs)
 - Groundwater extractions from the Basin
 - Surface water supplies to the Basin
 - Total water use in the Basin
 - Change in Basin groundwater storage

- Description of progress toward implementing the Plan:
 - Status relative to sustainable management criteria
 - Implementation of projects or management actions

FISCAL SUMMARY

Not applicable.

ATTACHMENT

A. GSP Emergency Regulations Excerpt

Action: _____
Motion: _____ 2 nd : _____
A.Anselm: _____ J.Chambers: _____ J.Tribo: _____ C.Everts: _____ C.Keeling: _____

ARTICLE 7. Annual Reports and Periodic Evaluations by the Agency

§ 356. Introduction to Annual Reports and Periodic Evaluations by the Agency

This Article describes the procedural and substantive requirements for the annual reports and periodic evaluation of Plans prepared by an Agency.

Note: Authority cited: Section 10733.2, Water Code.

Reference: Section 10733.2, Water Code.

§ 356.2. Annual Reports

Each Agency shall submit an annual report to the Department by April 1 of each year following the adoption of the Plan. The annual report shall include the following components for the preceding water year:

(a) General information, including an executive summary and a location map depicting the basin covered by the report.

(b) A detailed description and graphical representation of the following conditions of the basin managed in the Plan:

(1) Groundwater elevation data from monitoring wells identified in the monitoring network shall be analyzed and displayed as follows:

(A) Groundwater elevation contour maps for each principal aquifer in the basin illustrating, at a minimum, the seasonal high and seasonal low groundwater conditions.

(B) Hydrographs of groundwater elevations and water year type using historical data to the greatest extent available, including from January 1, 2015, to current reporting year.

(2) Groundwater extraction for the preceding water year. Data shall be collected using the best available measurement methods and shall be presented in a table that summarizes groundwater extractions by water use sector, and identifies the method of measurement (direct or estimate) and accuracy of measurements, and a map that illustrates the general location and volume of groundwater extractions.

(3) Surface water supply used or available for use, for groundwater recharge or in-lieu use shall be reported based on quantitative data that describes the annual volume and sources for the preceding water year.

(4) Total water use shall be collected using the best available measurement methods and shall be reported in a table that summarizes total water use by water use sector, water source type, and identifies the method of measurement (direct or estimate) and accuracy of measurements. Existing water use data from the most recent Urban Water Management Plans or Agricultural Water Management Plans within the basin may be used, as long as the data are reported by water year.

(5) Change in groundwater in storage shall include the following:

(A) Change in groundwater in storage maps for each principal aquifer in the basin.

(B) A graph depicting water year type, groundwater use, the annual change in groundwater in storage, and the cumulative change in groundwater in storage for the basin based on historical data to the greatest extent available, including from January 1, 2015, to the current reporting year.

(c) A description of progress towards implementing the Plan, including achieving interim milestones, and implementation of projects or management actions since the previous annual report.

Note: Authority cited: Section 10733.2, Water Code.

Reference: Sections 10727.2, 10728, and 10733.2, Water Code.

§ 356.4. Periodic Evaluation by Agency

Each Agency shall evaluate its Plan at least every five years and whenever the Plan is amended, and provide a written assessment to the Department. The assessment shall describe whether the Plan implementation, including implementation of projects and management actions, are meeting the sustainability goal in the basin, and shall include the following:

(a) A description of current groundwater conditions for each applicable sustainability indicator relative to measurable objectives, interim milestones and minimum thresholds.

(b) A description of the implementation of any projects or management actions, and the effect on groundwater conditions resulting from those projects or management actions.

(c) Elements of the Plan, including the basin setting, management areas, or the identification of undesirable results and the setting of minimum thresholds and measurable objectives, shall be reconsidered and revisions proposed, if necessary.

(d) An evaluation of the basin setting in light of significant new information or changes in water use, and an explanation of any significant changes. If the Agency's evaluation shows that the basin is experiencing overdraft conditions, the Agency shall include an assessment of measures to mitigate that overdraft.

(e) A description of the monitoring network within the basin, including whether data gaps exist, or any areas within the basin are represented by data that does not satisfy the requirements of Sections 352.4 and 354.34(c). The description shall include the following:

(1) An assessment of monitoring network function with an analysis of data collected to date, identification of data gaps, and the actions necessary to improve the monitoring network, consistent with the requirements of Section 354.38.

(2) If the Agency identifies data gaps, the Plan shall describe a program for the acquisition of additional data sources, including an estimate of the timing of that acquisition, and for incorporation of newly obtained information into the Plan.

(3) The Plan shall prioritize the installation of new data collection facilities and analysis of new data based on the needs of the basin.

(f) A description of significant new information that has been made available since Plan adoption or amendment, or the last five-year assessment. The description shall also include whether new information warrants changes to any aspect of the Plan, including the



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 8(b)

DATE: February 26, 2024
TO: Board of Directors
FROM: Executive Director
SUBJECT: Monitoring Well B Right-of-Way Research Services

RECOMMENDATION

Authorize the Executive Director to procure the services of a licensed surveyor to conduct right-of-way research for Monitoring Well B.

SUMMARY

Groundwater Monitoring Well B is called for in the Agency’s Groundwater Sustainability Plan to provide data necessary to implement the sustainable management criteria for the seawater intrusion sustainability indicator (please see Attachment A for a map).

The Executive Director and Director Chambers met with a landowner representative at the proposed Monitoring Well B location following the January 22 Board meeting. The landowner representative noted that there are numerous easements in the vicinity of the proposed Monitoring Well B site and suggested that MBGSA work with a surveyor to map existing right-of-way before continuing discussions about a new easement for Monitoring Well B.

The Executive Director concurred with the landowner representative’s recommendation and solicited proposals from six licensed surveyors for right-of-way. Proposals were received from two firms (Attachment B).

The Executive Director recommends awarding the project to Encompass Consulting Group (ECG) because their proposed fee is 13% lower than the other responder, Stantec. The proposed authorization is for an amount not-to-exceed \$8,825 and \$1,175 of contingency to be authorized at the Executive Director's discretion (\$10,000 total authorization) using the consultant’s agreement.

FISCAL SUMMARY

The current fiscal year budget includes \$43,779 for capital expenditures.

ATTACHMENTS

- A. Map
- B. Surveyor Proposals Received

Action: _____
Motion: _____ 2 nd : _____
A.Anselm: _____ J.Chambers: _____ J.Tribo: _____ C.Everts: _____ C.Keeling: _____

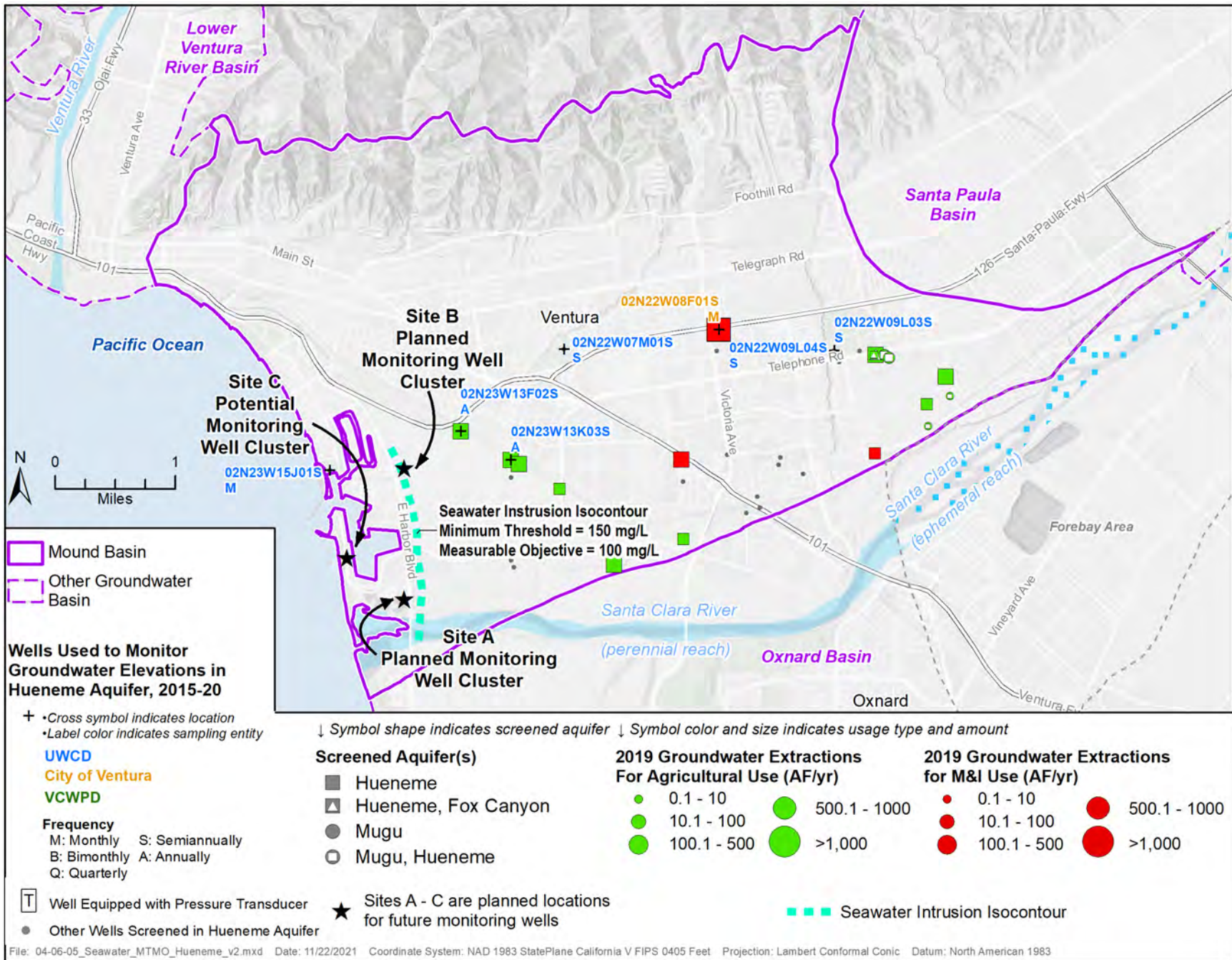


Figure 4.6-05 Map Showing Seawater Intrusion Minimum Threshold and Measurable Objective, Hueneme Aquifer.



333 North Lantana St.
Suite 287
Camarillo, CA 93010
(805) 322-4443

25115 Ave. Stanford
Suite B130
Santa Clarita, CA 91355
(661) 600-9367

Civil Engineering
Land Surveying
Land Planning

February 21, 2024

W.O. 0973

Bryan Bondy, PG, CHG
Mound Basin GSA
P.O. Box 3544
Ventura, CA 93006-3544

Subject: Proposed Harbor Blvd. Monitoring Well Boundary Research

Dear Bryan:

In response to your request, Encompass Consultant Group, Inc. (ECG) is pleased to submit this proposal to provide land surveying services for the Mound Basin Groundwater Sustainability Agency (MBGSA).

PROJECT UNDERSTANDING

It is our understanding that MBGSA is considering acquisition of rights to install a groundwater monitoring well in Ventura, CA, along the east side of Harbor Boulevard between Schooner Drive and Beachmont Street. There are five (5) potential parcels as shown the attached exhibit. As part of the decision process, the Agency would like additional information on the possible well locations in regards to ownership and existing easements currently encumbering the land.

Based on our understanding of the project requirements, we propose the following scope of services:

SCOPE OF WORK

Record Boundary Exhibit

- Obtain Preliminary Title Reports for each of the five subject parcels.
- Research of pertinent recorded maps and documents as listed in the Title Reports. Compile site boundaries as presented in the Reports, including the listed easements.
- Prepare an exhibit showing the record lot boundaries and easements. The exhibit will include available recent aerial imagery (circa 2022), and the record data will be approximately georeferenced with the imagery. Current owners will be labeled in addition to brief descriptions of the easements shown.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:



1. Reimbursable expenses, such as photocopies, postage, shipping/delivery, prints, maps/documents.
2. Governmental and public agency fees, cost of bonds, and taxes.
3. Services by consultants other than ECG.
4. Environmental permitting, reports, general plan or zoning changes, or processing.
5. ALTA, boundary establishment/resolution surveys, topographic surveys, construction staking or filing records with the County Surveyor.
6. Planning and processing services.
7. Construction or bidding phase support services.
8. Traffic studies or traffic control plans.
9. Utility research, mapping or locations.
10. Services beyond those specifically listed in the Scope of Work above.

ASSUMPTIONS

1. No field work will be required in order to prepare the proposed exhibit.

PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a fixed fee basis and shall be billed monthly as a percentage complete of our services. Materials (reimbursable expenses) are not included in the fixed fee. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, plots, prints, maps/documents, and outside consultant fees.

Payment is due upon receipt of statements (net 30 days). Unpaid account balances are subject to a finance charge which will be the lesser of one and one-half percent (1 ½ %) per month or a monthly charge not to exceed the maximum legal rate. This fee shall be applied to any unpaid balance commencing thirty days after the original billing. If an account is unpaid we may consider this as constructive notice to suspend work.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services, not including reimbursable expenses, will cost as follows:

<u>Task</u>	<u>Service</u>	<u>Fee</u>
1.	Title Reports (5 parcels)*	\$4,125
2.	Record Boundary Exhibit	\$4,750
	Total	\$8,825

** Note, the Title Report estimate is based on a combined report for assessor parcels 080-0-020-040, 080-0-020-160, 080-0-020-340 & 080-0-050-170, with a separate report for 080-0-020-220.*



ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Significant design changes after the start of work shall be considered additional services. Any work request that is outside the scope of this agreement will be identified by ECG as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with the rates then in effect.

TIME OF PERFORMANCE

Based on our current workload, we estimate that we can research and data gathering upon receipt of your written authorization to proceed. The title reports are anticipated to take about 3 weeks to prepare. Upon receipt of the title reports we estimate our exhibit can be prepared in approximately 2-3 weeks. We will make every effort to keep you informed of our progress in accordance with a mutually acceptable schedule which will be arranged with you.

AUTHORIZATION

Should you require any additional information, or wish to discuss this proposal further, please contact me at (805) 416-8706, or via email at James.Fallon@ECGcivil.com. If this proposal is satisfactory, please contact us regarding the necessary agreement forms to begin work. Please note that this proposal is valid for a period of 30 calendar days.

Thank you for your consideration of ECG for this project.

Sincerely,

ENCOMPASS CONSULTANT GROUP, INC.

A handwritten signature in blue ink, appearing to read 'James P. Fallon', is written over a horizontal line.

James P. Fallon, P.L.S. No. 7807, CA
Principal Surveyor
Phone: (805) 416-8706
James.Fallon@ECGcivil.com

Enclosures: Exhibit - Project Study Area; ECG's Current Billing Rate Schedule

n:\projects\0973\admin\02-proposals\0973 pro_harbor blvd site study_survey.docx



Exhibit – Project Study Area





EXHIBIT A
BILLING RATES EFFECTIVE JANUARY 1, 2024

Engineering	Geomatics (Surveying & Mapping)
Designer.....\$95	Surveying Technician \$95
Senior Designer.....\$145	Assistant Surveyor I..... \$150
Assistant Engineer I\$150	Assistant Surveyor II..... \$160
Assistant Engineer II\$160	Associate Surveyor..... \$170
Associate Engineer\$170	Senior Surveyor I..... \$180
Senior Engineer I.....\$180	Senior Surveyor II..... \$195
Senior Engineer II.....\$195	Principal Surveyor I \$215
Principal Engineer I\$215	Principal Surveyor II \$235
Principal Engineer II\$235	One-Man Survey Crew \$185
	Two-Man Survey Crew \$270
	Three-Man Survey Crew \$360
	One-Man Survey Crew (Prevailing Wage)..... \$210
	Two-Man Survey Crew (Prevailing Wage)..... \$315
	Three-Man Survey Crew (Prevailing Wage) \$450
General	
Technical/Clerical Support\$95	
Testimony (Trial or Deposition) .. 2.5 x Hourly Rate	
Special Consultant\$250	
<i>(Principal with specialized skills in engineering or geomatics)</i>	
Outside Consultant..... Cost + 10%	
Reimbursable Expenses Cost + 10%	

- * The above billing rates are for straight time (non-overtime) work. Overtime and Saturdays will be charged at 150% of the standard hourly rates. Sundays and holidays will be charged at 200% of the standard hourly rates.
- * 'Prevailing Wage' rates are used for field work on projects subject to federal or state prevailing wage law and are subject to increases in accordance with the CA Dept of Industrial Relations.
- * The above billing rates are subject to change annually for multiple-year contracts in conjunction with labor cost increases.

This form of agreement is distributed by:

Client Initials	Consultant Initials
-----------------	---------------------



**SHORT FORM OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT**

This short form of agreement (Form A.1) was developed by the American Council of Engineering Companies of California and is intended primarily for the use of ACEC California members and may not be reproduced without the permission of the American Council of Engineering Companies of California. © 2017, 2013, 2010, 2009, 2008, 2007, 2003, 2001.

Project No. _____

Agreement entered into at _____ on this date of _____,

by and between: _____

Client:		Consultant:	
Name:		Name:	
Address:		Address:	
City, St, Zip:		City, St, Zip:	
Phone:		Phone:	
Mobile:		Mobile:	
Fax:		Fax:	
Email:		Email:	
License No:		License No:	

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for (hereinafter called "project."): _____

B. Consultant agrees to perform the following scope of services: _____

C. Client agrees to compensate Consultant for such services as follows: _____

D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 33, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)

Client Initials	Consultant Initials
-----------------	---------------------

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the agreement without the prior written consent of the other.
4. This agreement contains the entire and integrated agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on both the Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement. In the event Client is in default of any of the terms and conditions of this agreement, any license or right to utilize the instruments of service by Client, is automatically revoked.
9. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files, or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on page 1 of 7 of this agreement and such use is subject to the terms and conditions of this agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by

Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

10. In accepting and utilizing any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by Consultant (“electronic files”), Client covenants and agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to use or reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes to or transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use, or reuse of the electronic files for any other project by anyone other than Consultant.

Client acknowledges that Client and Consultant have agreed on all hardware and software specifications that may be necessary for transmission of electronic files relevant to the project. These specifications, if applicable, are attached as **Exhibit** _____ to this agreement.

Electronic files furnished by either party shall be subject to an acceptance period of fifteen (15) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

Electronic files, such as computer-aided drafting and design files, are not construction documents, and Consultant makes no representation as to their accuracy or completeness. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by the Consultant, shall govern.

In addition, Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any unauthorized changes made by anyone other than Consultant or from any use or reuse of the electronic files for any other project without the express written permission of the Consultant

Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by Consultant nor shall Consultant’s instruments of service ever be considered a product even if reduced to a written and tangible form, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client’s use or reuse of the electronic files.

11. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 22. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 22. If Client is in default under this agreement and Client requests Consultant continue providing some or all services, Consultant has no obligation to provide any further services unless Client provides financial assurances satisfactory to Consultant and otherwise cures any default.

Client Initials	Consultant Initials
-----------------	---------------------

- 12.** Unless the scope of services to be provided by Consultant expressly includes Consultant's assistance in determinations regarding the application of prevailing wages, Client and Consultant acknowledge that it is Client's exclusive responsibility to determine whether the project, which is the subject of this agreement, is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid certain workers. Consultant will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay Consultant for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by Consultant and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.
- 13.** If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees, to the extent permitted by law, to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
- 14.** If the scope of work of Consultant includes the rendition of professional services for a project which is a common interest development subject to the provisions of Civil Code section 1375, Client agrees to reimburse Consultant for all costs associated with Consultant's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay Consultant's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with paragraph 22. Such extra services shall be paid at Consultant's normal hourly rates in effect at the time Consultant participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 1375.

Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Consultant's participation in the pre-litigation process pursuant to Civil Code section 1375.

Client agrees that if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify Consultant within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies Consultant as a potentially responsible party or the face of the Notice contains information which identifies Consultant's potential responsibility. If Client does not timely notify Consultant, then Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorney fees and costs, arising from or related to Client's failure to timely notify Consultant.

- 15.** If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, Consultant shall be entitled to continue suspension of the performance of any and all of its obligations pursuant to this agreement where the Client is in default and was in default prior to the filing of the bankruptcy petition. If, upon filing a voluntary petition or an involuntary petition

Client Initials	Consultant Initials
-----------------	---------------------

in the United States Bankruptcy Court, Client seeks to have Consultant continue to provide services pursuant to this agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated services.

16. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice. Client will not object to any lawful filing of any lien by Consultant.
17. The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.
18. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated in the judgment of the Consultant. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses and Client waives any and all damage claims resulting from any delay or disruption after the suspension or termination..
19. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
20. Client agrees to pay a monthly late payment fee and not an interest charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
21. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.
22. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.
23. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 22.
24. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other

Client Initials	Consultant Initials
-----------------	---------------------

contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 22.

25. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. Consultant is not responsible for the failure of any public agency to approve Consultant's work product.
26. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
27. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
28. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
29. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
30. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
31. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

<i>Client Initials</i>	<i>Consultant Initials</i>
------------------------	----------------------------

(b) Subdivision (a) shall not preclude or limit Consultant’s right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit Consultant’s right to record, perfect or enforce applicable mechanic’s lien or stop notice remedies.

- 32. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, including attorney and expert fees, to the sum of \$45,000 or Consultant’s fee, whichever is greater. Client and Consultant acknowledge that this provision and this entire agreement was expressly negotiated and agreed upon between the parties.
- 33. Notwithstanding any other provision of this Agreement, and to the extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, punitive or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect or consequential damage that either party may have incurred from any cause or action.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: _____ Consultant: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date Signed: _____ Date Signed: _____

Client should mail completed contract to the address shown for Consultant.



Stantec Consulting Services Inc.
290 Conejo Ridge Avenue
Thousand Oaks CA 91361-4972

February 20, 2024
File: 204282000

Attention: Mr. Bryan Bondy
Mound Basin Groundwater Sustainability Agency
P.O. Box 3544
Ventura, CA 93006
Via Email: bryan@moundbasingsa.org

Dear Mr. Bondy,

Reference: Project - Proposal for Professional Land Surveying Services

Stantec is pleased to submit this proposal for preparing development constraint map for the groundwater monitoring well study area project. It is our understanding the purpose of the map is identify potential sites for the construction of groundwater monitoring wells. We also understand this is a desktop mapping effort of the study area and no on the ground field surveying is required during this investigation stage of the project.

Scope of Work

Stantec will provide the following services for the project site as follows:

TASK 1 DEVELOPMENT CONSTRAINTS MAP

Stantec shall prepare a Development Constraints Map for the Project Site including Ventura County Tax Assessor parcel numbers 080-0-020-340, 220, 160, 140 and 138-0-050-170. The constraint map will show the parcel boundaries as compiled from maps and documents of record, easements of record, and existing utilities, based upon research and current title reports information. The mapping shall also include parcel owners of record and aerial imagery depicting existing conditions obtained from public data.

TASK 2 PROPERTY TITLE REPORTS

Consultant shall coordinate delivery of preliminary title reports for Thirty-one (31) Parcels included within the project site. The title reports shall be compiled by the subconsultant Title Company and include electronic posting on a password protected website. The electronically posted reports and supporting documents will be accessible 24 hours a day to the consultant and others project team members as approved by the client.



February 20, 2024

Mr. Bondy

Page 2 of 5

Reference: MBGSA - Proposal for Professional Land Surveying Services

LIMITS OF MAPPING



Assumptions

This proposal was based on the following assumptions related to the proposed project:

- In performing its services, Stantec may receive information prepared or compiled by others, including plans, CAD files, and/or other information. Stantec is entitled to rely upon the accuracy and completeness of said information, without independent evaluation or verifications. Stantec will not be held liable for any errors or omissions resulting from the use of plans or data provided by the client or client's agents in completing the scope of work.
- The separate deliverables related to Client's request represent the workflow of a single work effort and are not discretionary elements or phases to be chosen or eliminated. Our fee to execute the individual tasks will be a Time & Materials basis of the total dollar amount shown.

Design with community in mind



February 20, 2024
Mr. Bondy
Page 3 of 5

Reference: MBGSA - Proposal for Professional Land Surveying Services

The incremental portions of that overall fee are presented for informational purposes only and are not to be considered, or used as, separate independent budgets.

- Additional requirements may affect the proposed costs and items above.

Exclusions

Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

- Field Surveying
- Boundary survey
- Additional exhibits or documents not specifically outlined herein
- Construction Staking Services

Proposed Fee and Method of Payment

Our proposed services will be performed on a time and materials and will be billed monthly at the rates then in effect. Charges for "time" include professional, technical, and clerical support services provided by Stantec. "Materials" include all reimbursable expenses, such as photocopies, shipping/delivery, mileage, plots, prints, maps/documents, and outside consultant fees. Our current fee schedule is attached.

Based on our understanding of your requirements as described above and our experience with similar projects, the estimated fee for our services will be approximately:

<u>Task</u>	<u>Fee</u>
Task 1 Development Constraints Map	\$ 6,000
Task 2 Property Title Reports	\$ 4,125
Total	\$ 10,125

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, if the scope changes or the need for additional or expanded services is determined, we will notify you. We will make every reasonable effort to keep you informed of our progress and costs incurred.

Our charges will not exceed the above fee estimate without your prior authorization.



February 20, 2024
Mr. Bondy
Page 4 of 5

Reference: MBGSA - Proposal for Professional Land Surveying Services

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Scope changes by Owner/Client or designee after the start of the project will be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Stantec as such, and a fixed fee or not-to-exceed amount will be agreed upon. Compensation for additional services will be in accordance with Stantec's Schedule of Billing Rates currently in effect.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please contact us. If this proposal is acceptable to you, please review the below standard Stantec agreement and execute in the signature block below.

Thank you for considering Stantec for this project.

Regards,

STANTEC CONSULTING SERVICES INC.

Matthew J. Vernon, PLS
Principal
Phone: (805) 377-9156
Fax: (805) 966-9801
Matthew.Vernon@stantec.com

Aaron Fowler, PLS
Project Surveyor
Phone: (805) 285-9089
Fax: (805) 966-9801
Aaron.Fowler@stantec.com



February 20, 2024
Mr. Bondy
Page 5 of 5

Reference: MBGSA - Proposal for Professional Land Surveying Services

By signing this proposal, _____authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the Day day of Month, Year.

Per: Mound Basin Groundwater Sustainability Agency

Enter Name & Title

Print Name & Title

Signature

SCHEDULE OF BILLING RATES – 2024

Billing Level	Hourly Rate	Description												
3	\$117	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$128													
5	\$146													
6	\$150	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$160													
8	\$170													
9	\$176	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$182													
11	\$198													
12	\$208	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$219													
14	\$230													
15	\$244	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$269													
17	\$278													
18	\$284	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$295													
20	\$306													
21	\$324													
Survey Crews		<table border="0"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$220</td> <td>\$275</td> </tr> <tr> <td>2-Person</td> <td>\$345</td> <td>\$455</td> </tr> <tr> <td>3-Person</td> <td>\$470</td> <td>\$635</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$220	\$275	2-Person	\$345	\$455	3-Person	\$470	\$635
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$220	\$275												
2-Person	\$345	\$455												
3-Person	\$470	\$635												

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or



damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.