



Post Office Box 3544
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<https://moundbasingsa.org>

**NOTICE IS HEREBY GIVEN that the
Mound Basin Groundwater Sustainability Agency (“Agency”)
Board of Directors (“Directors”) will hold a
REGULAR BOARD MEETING
at 1:00 p.m. on Thursday, August 18, 2022
virtually via ZOOM.**

To participate via Zoom, please access:

<https://us02web.zoom.us/j/86151283013?pwd=MWZYYTE3L1Y5U2d5YlhHZGV5SCtPQT09>

Meeting ID: 861 5128 3013 | Passcode: MBGSA

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

Meeting ID: 861 5128 3013

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

CALL TO ORDER 1:00 p.m.

1. PLEDGE OF ALLEGIANCE

2. BOARD OF DIRECTORS ROLL CALL

3. Adoption of Alternative Teleconferencing Requirements Under AB 361

Motion

Previously, the Board has made the requisite findings under AB 361 by resolution. Legal counsel has advised that the Board may instead make these requisite findings verbally to streamline consideration and reduce staff time. Further, legal counsel has confirmed that this new approach is consistent with the law and similar to action taken by other public agencies. Accordingly, legal counsel recommends that the Board make the finding that the necessary conditions continue to exist authorizing the Board to meet via teleconference under AB 361’s alternative teleconferencing requirements.

4. 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.

5. APPROVAL OF AGENDA

Motion

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 June 16, 2022, 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 on the Mound Basin website and Facebook page regarding the July 21, 2022, Regular Board of Directors meeting.

6b. Approval of Warrants

Motion

The Board will review the warrant payment registers for any previously paid invoices and consider approving payment of any outstanding vendor invoices.

6c. Monthly Financial Reports

Information Item

The Board will receive monthly profit and loss statements and balance sheets for the month of June and July 2022.

7. BOARD MEMBER ANNOUNCEMENTS

Directors will provide updates on matters not on the agenda.

8. EXECUTIVE DIRECTOR UPDATE

Information Item

The Executive Director will provide an informational update Agency matters since the previous Board meeting.

9. MOTION ITEMS

9a. Reappointment of Stakeholder Directors

Motion

The Board will consider reappointing the Agriculture and Environmental Stakeholder Directors for a new one-year term (August 2022-August 2023).

9b. Professional Services Contract for GSP Implementation Grant Application

Motion

The Board will consider approving a master service agreement and work order for Kennedy/Jenks Consultants to prepare a GSP Implementation Grant Application in an amount not to exceed \$14,945 and \$3,055 contingency to be authorized at the discretion of the Executive Director (\$18,000 total authorization).



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 3

DATE: August 15, 2022
TO: Board of Directors
FROM: Legal Counsel
SUBJECT: **Adoption of Alternative Teleconferencing Requirements Under AB 361 Motion**

RECOMMENDATION

Previously, the Board has made the requisite findings under AB 361 by resolution. Legal counsel has advised that the Board may instead make these requisite findings *verbally* to streamline consideration and reduce staff time. Further, legal counsel has confirmed that this new approach is consistent with the law and similar to action taken by other public agencies. Accordingly, legal counsel recommends that the Board make the finding that the necessary conditions continue to exist authorizing the Board to meet via teleconference under AB 361's alternative teleconferencing requirements.

FISCAL SUMMARY

There is no fiscal impact.

ATTACHMENT

None.

Action: _____

Motion: _____ 2nd: _____

A.Anselm: _____ J.Chambers: _____ B.Cooper: _____ C.Everts: _____ M.Mobley: _____



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MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY
REGULAR BOARD OF DIRECTORS MEETING

Thursday, June 16, 2022, at 1:00 p.m.
via Zoom, due to COVID-19 Meeting Protocol

MINUTES

DIRECTORS IN ATTENDANCE

Mike Mobley, Chair
Betsy Cooper, Vice-Chair/Secretary
Arne Anselm, Treasurer
Jim Chambers
Conner Everts

STAFF IN ATTENDANCE

Bryan Bondy, Executive Director
Joseph Hughes, Legal Counsel
Jackie Lozano, Clerk of the Board

PUBLIC IN ATTENDANCE

Mohammed Hasan, UWCD
Kathleen Kuepper, UWCD
John Lindquist, UWCD
Daryl Smith, UWCD
Ambry Tibay, UWCD

Directors Elizabeth Cooper and Arne Anselm were sworn in before the meeting.

CALL TO ORDER 1:01 P.M.

Chair Mobley called the meeting to order at 1:01 p.m.

1. PLEDGE OF ALLEGIANCE

Chair Mobley led the participants in reciting the Pledge of Allegiance.

2. ROLL CALL

The Clerk of the Board called roll. All five Directors were present (Anselm, Chambers, Cooper, Everts, and Mobley).

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

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

4. APPROVAL OF AGENDA

Motion

Director Chambers moved Agenda approval; Seconded by Director Cooper. Roll call vote: Five ayes (Anselm, Chambers, Cooper, Everts, and Mobley), none opposed. Motion carried 5/0.

5. CONSENT CALENDAR

5a. Citing Mound Basin Groundwater Sustainability Agency's Resolution 2022-03 (adopted May 19, 2022) Authorizing the Use of Teleconferencing for Public Meetings Under AB361

Motion

The Board will, as provided in Resolution 2022-03, make the findings that the requisite conditions continue to exist authorizing the Board to meet via teleconference under AB 361's modified meeting requirements.

5b. Approval of Minutes

Motion

The Board will consider approving the Minutes from the May 19, 2022, Regular Mound Basin GSA Board of Directors meeting.

5c. Approval of Warrants

Motion

The Board will review the warrant payment registry for previously paid invoices and consider approving payment of outstanding vendor invoices.

5d. Monthly Financial Reports

Information Item

The Board will receive monthly profit and loss statements and balance sheets for the month of May 2022.

5e. Board Reappointment of UWCD Representative Michael W. Mobley

Motion

The Board will acknowledge, receive, and accept UWCD's reappointment of Michael W. Mobley as UWCD's member Director to the Mound Basin GSA Board of Directors for the period June 14, 2022, through December 31, 2022.

5f. Board Appointment of City of Ventura Representative Betsy Cooper

Motion

The Board will acknowledge, receive, and accept the City of Ventura's appointment of Betsy Cooper as the City of Ventura's member Director to the Mound Basin GSA Board of Directors for the two-year term June 14, 2022, through June 13, 2024.

5g. Board Appointment of Ventura County Representative Arne Anselm

Motion

The Board will acknowledge, receive, and accept the County of Ventura's appointment of Arne Anselm as Ventura County's member Director to the Mound Basin GSA Board of Directors effective June 1, 2022, for the balance of the two-year term ending June 13, 2023.

Motion to approve the Consent Calendar except Item 5b, Director Everts; Second, Director Chambers. Roll call vote: Five ayes (Anselm, Chambers, Cooper, Everts, and Mobley). Item 5b (May 19, 2022 meeting minutes) was voted on separately because Directors Anselm and Cooper were not Directors as of May 19, 2022. Motion to approve Item 5b, Minutes from May 19, 2022, meeting, Director Everts; Second, Director Chambers. Roll call vote: Three ayes (Chambers, Everts, Mobley); none opposed; two abstain (Anselm, Cooper). Motion carried 3/0/2.

6. BOARD MEMBER ANNOUNCEMENTS

Director Everts mentioned he attended the 30th Annual Groundwater Resources Association of California Groundwater Summit the week of June 6, 2022. There was a good attendance and lots of information sharing.

7. EXECUTIVE DIRECTOR UPDATE

Executive Director Bryan Bondy briefly reviewed the staff report regarding updates on Agency activities since the last Regular Board of Directors meeting. Highlighted was the completion of the first of three monitoring wells at the City of Ventura Water Reclamation Facility. He reviewed pictures showing the different phases of construction and described the construction challenges that were overcome. Executive Director Bondy thanked the City of Ventura for providing access and for their cooperation. Chair Mobley thanked the City of Ventura for their cooperation with the Agency and asked Director Cooper to please pass that message along to Vince Ines at the Water Reclamation Facility.

Informational item. No questions offered and no further comments by the Directors. No public comments were offered.

8. MOTION ITEMS

8a. Agency Office Appointments and Required Bond

Motion

By recommendation of the Executive Director Bryan Bondy, the Board agreed to appoint a vice chair/secretary and a treasurer to serve during the remainder of the calendar year 2022, due to recent changes in the Member Director representatives. Also, it was determined by the Board that the treasurer's bond was adequate and did not require modification at that time.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to appoint Director Elizabeth Cooper to serve as vice chair/secretary and Director Arne Anselm to serve as treasurer for the Mound Basin Groundwater Sustainability Agency Board of Directors for the remainder of the calendar year 2022, Director Everts; Second Director Chambers. Roll call vote: Five ayes (Chambers, Everts, Mobley, Anselm, Cooper), none opposed. Motion carried 5/0.

Motion to maintain the current \$5,000 treasurer bond, Director Everts; Second Director Chambers. Roll call vote: Five ayes (Chambers, Everts, Mobley, Anselm, Cooper), none opposed. Motion carried 5/0.

8b. Resolution 2022-04: Approving an Amendment to the List of Authorized Signers for the Agency's Bank of Sierra Account

Motion

By recommendation of the Executive Director Bryan Bondy, the Board agreed to adopt Resolution 2022-04, amending the Agency's list of authorized signatories for its Bank of the Sierra account which would remove former Board members Glenn Shephard and Kevin Brown and add new Board members Betsy Cooper and Arne Anselm as authorized signatories.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to adopt Resolution 2022-04 approving an amendment to the list of authorized signers for the Agency's Bank of Sierra account, Director Everts; Second, Director Chambers. Roll call vote: Five ayes (Chambers, Everts, Mobley, Cooper, Anselm), none opposed. Motion carried 5/0.

8c. Resolution 2022-05: Honoring Director Susan Rungren

Motion

As presented by Chair Mobley, the Board agreed to adopt Resolution 2022-05, recognizing Director Susan Rungren's dedication of more than three years of service to the Mound Basin Groundwater Sustainability Agency in her role as Vice Chair/Secretary representing the City of San Buenaventura. The Board was grateful for her service.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to adopt Resolution 2022-05 recognizing Director Susan Rungren for her dedication and service to the Mound Basin Groundwater Sustainability Agency, Director Everts; Second, Director Chambers. Roll call vote: Five ayes (Chambers, Everts, Mobley, Cooper, Anselm), none opposed. Motion carried 5/0.

8d. Resolution 2022-06: Honoring Director Glenn Shephard

Motion

As presented by Chair Mobley, the Board agreed to adopt Resolution 2022-06, recognizing Director Glenn Shephard's dedication of more than five years of service to the Mound Basin Groundwater Sustainability Agency in his role as Treasurer representing the County of Ventura. The Board recognized Director Shephard's significant contributions to the Board since its formation. Many thanks were expressed by the Board.

No comments or questions were offered by the Directors. No public comments were offered.

Motion to adopt Resolution 2022-06 recognizing Director Glenn Shephard for his dedication and service to the Mound Basin Groundwater Sustainability Agency, Director Everts; Second, Director Chambers. Roll call vote: Five ayes (Chambers, Everts, Mobley, Cooper, Anselm), none opposed. Motion carried 5/0.

8e. PUBLIC HEARING

Resolution 2022-07: A Resolution of the Board of Directors of the Mound Basin Groundwater Sustainability Agency Determining and Establishing a Groundwater Extraction Fee Against All Persons Operating Groundwater Extraction Facilities Within the Mound Basin for the 10th and 11th Semiannual Billing Periods (July-December 2022 and January-June 2023).

Motion

Executive Director Bondy briefly summarized the motion for the Board which would establish a new groundwater extraction rate of \$62.00 beginning next fiscal year. He explained that the fee is based on the budget adopted by the Board.

Chair Mobley opened the Public Hearing at 1:25 p.m. and welcomed public comment and testimony regarding the proposed groundwater extraction fee. No public comments were offered. Executive Director Bondy referred the Board to a comment letter included in the agenda packet supporting the fee adoption.

Director Cooper noted a numbering error on page 2 of the resolution. Director Chambers asked about the \$800,000 expenditure showing in fiscal year 2025 of the budget. Executive Director said that expenditure is for a monitoring well. Chair Mobley noted the City of Ventura loan repayment fiscal year 2023.

Chair Mobley closed the public comment period and hearing at 1:31 p.m.

Motion to adopt Resolution 2022-07, Director Anselm; Second, Director Cooper. Roll call vote: Five ayes (Chambers, Everts, Mobley, Cooper, Anselm), none opposed. Motion carried 5/0.

9. FUTURE AGENDA ITEMS

Chair Mobley polled the Directors for any future agenda items. Director Chambers asked for a summary of the monitoring well information after all of the wells have been constructed.

ADJOURNMENT 1:35 p.m.

Chair Mobley adjourned the meeting at 1:35 p.m. to the next Regular Board of Directors meeting on July 21, 2022, at 1:00 p.m. or call of the Chair.

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

ATTEST: _____
Elizabeth Cooper, Vice Chair/Secretary

ATTEST: _____
Jackie Lozano, Clerk of the Board



Motion Item No. 6(b)

DATE: August 18, 2022
TO: Board of Directors and Executive Director
FROM: Ambry Tibay, UWCD
SUBJECT: Warrant Registers for July and August 2022

SUMMARY:

The Board will receive and review the monthly warrant registers for the Mound Basin GSA.

STAFF RECOMMENDATION:

UWCD accounting staff has prepared the July and August 2022 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.

ATTACHMENTS:

Attachment A - Warrant Register for July 2022
Attachment B - Warrant Register for August 2022

Action: _____
Motion: _____ 2 nd : _____
J.Chambers: _____ C.Everts: _____ M.Mobley: _____ B.Cooper: _____ A.Anselm: _____

Check Detail

July 1 - 13, 2022

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
Bill Pmt -Check	11448	07/13/2022	A.J. Klein, Inc T. Denatale, B. Goldner	10000 · Bank of the Sierra	-1,716.00
Bill Pmt -Check	11449	07/13/2022	Bondy Groundwater Consulting, Inc	10000 · Bank of the Sierra	-2,697.49
Bill Pmt -Check	11450	07/13/2022	insureCAL Insurance Agency	10000 · Bank of the Sierra	-3,344.54
Bill Pmt -Check	11451	07/13/2022	INTERA Incorporated	10000 · Bank of the Sierra	-2,275.00
Bill Pmt -Check	11452	07/13/2022	United States Postmaster	10000 · Bank of the Sierra	-232.00
Bill Pmt -Check	11453	07/13/2022	United Water Conservation District	10000 · Bank of the Sierra	-1,615.17
					<hr/> -11,880.20

Mound Basin Groundwater Sustainability Agency
Check Detail
August 11, 2022

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
Bill Pmt -Check	DEBIT13	08/11/2022	United States Postmaster	10000 · Bank of the Sierra	-9.33
Bill Pmt -Check	DEBIT14	08/11/2022	Walmart	10000 · Bank of the Sierra	-40.27
Bill Pmt -Check	11454	08/11/2022	Bondy Groundwater Consulting, Inc	10000 · Bank of the Sierra	-1,254.37
Bill Pmt -Check	11455	08/11/2022	County of Ventura- IT Servces Department	10000 · Bank of the Sierra	-136.82
Bill Pmt -Check	11456	08/11/2022	United Water Conservation District	10000 · Bank of the Sierra	-913.91
					<hr/>
					-2,354.70



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Item No. 6(c)

DATE: August 10, 2022
TO: Board of Directors and Executive Director
FROM: Ambry Tibay, 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 June (Preliminary) and July 2022.

BACKGROUND

None.

FISCAL SUMMARY

Not applicable.

ATTACHMENTS

- A. June 2022 Profit/Loss Statement - Preliminary
- B. June 2022 Profit/Loss by Class - Preliminary
- C. June 2022 Balance Sheet - Preliminary
- D. July 2022 Profit/Loss Statement
- E. July 2022 Balance Sheet

Mound Basin Groundwater Sustainability Agency
Profit & Loss Budget Performance
 July 2021 through June 2022 Preliminary

	Jul '21 - Jun 22 Preliminary	Annual Budget	Budget
Income			
40001 · Groundwater Extraction Fees	154,945	285,000	54.37%
41000 · Grant revenue			
41001 · State Grants	285,672	278,000	102.76%
Total 41000 · Grant revenue	285,672	278,000	102.76%
47000 · Other Revenue			
47001 · Late Fees	(222)	222	-100.00%
Total 47000 · Other Revenue	(222)	222	-100.00%
Total Income	440,395	563,222	78.19%
Gross Profit	440,395	563,222	78.19%
Expense			
52200 · Professional Services			
52240 · Prof Svcs - IT Consulting	899	1,000	89.94%
52250 · Prof Svcs - Post GSP Adoption			
52252 · Prof Svcs - GSP Consultant	163,439	166,967	97.89%
52250 · Prof Svcs - Post GSP Adoption - Other	76,815	80,000	96.02%
Total 52250 · Prof Svcs - Post GSP Adoption	240,255	246,967	97.28%
52270 · Prof Svcs - Accounting	17,912	25,000	71.65%
52275 · Prof Svcs - Admin/Clerk of Bd	8,356	10,000	83.56%
52280 · Prof Svcs - Executive Director	18,464	20,000	92.32%
Total 52200 · Professional Services	285,887	302,967	94.36%
52500 · Legal Fees			
52501 · Legal Counsel	10,144	10,000	101.44%
Total 52500 · Legal Fees	10,144	10,000	101.44%
53000 · Office Expenses			
53010 · Public Information	565	1,250	45.19%
53020 · Office Supplies	120	318	37.58%
53026 · Postage & Mailing	240	400	59.88%
53070 · Licenses, Permits & Fees	1,458	1,000	145.75%
53110 · Travel & Training	180	500	35.95%
53000 · Office Expenses - Other	197		
Total 53000 · Office Expenses	2,759	3,468	79.54%
53500 · Insurance			
53510 · Liability Insurance	5,106	5,106	100.01%
Total 53500 · Insurance	5,106	5,106	100.01%
70000 · Interest & Debt Service			
70120 · Interest Expense	-	1,238	0.00%
Total 70000 · Interest & Debt Service	-	1,238	0.00%
81000 · Contingency - Non Capital Expen	-	-	
Total Expense	303,896	322,779	94.15%
Net Income	136,500	240,442	56.77%

**Mound Basin Groundwater Sustainability Agency
Profit & Loss by Class
July 2021 through June 2022 Preliminary**

	Task 03 - Stakeholder Outreach			Task 04 - GSP Development	D - GSP Development - Other				
	A - Grant Administration	(C - Planning Activities)	Total C - Planning Activities	(D - GSP Development)	(D - GSP Development)	Total D - GSP Development	Unclassified	TOTAL	
Income									
40001 · Groundwater Extraction Fees	0.00	0.00	0.00	0.00	0.00	0.00	154,944.63	154,944.63	
41000 · Grant revenue									
41001 · State Grants	0.00	0.00	0.00	0.00	0.00	0.00	285,672.44	285,672.44	
Total 41000 · Grant revenue	0.00	0.00	0.00	0.00	0.00	0.00	285,672.44	285,672.44	
47000 · Other Revenue									
47001 · Late Fees	0.00	0.00	0.00	0.00	0.00	0.00	-222.00	-222.00	
Total 47000 · Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00	-222.00	-222.00	
Total Income	0.00	0.00	0.00	0.00	0.00	0.00	440,395.07	440,395.07	
Gross Profit	0.00	0.00	0.00	0.00	0.00	0.00	440,395.07	440,395.07	
Expense									
52200 · Professional Services									
52240 · Prof Svcs - IT Consulting	0.00	0.00	0.00	0.00	0.00	0.00	899.40	899.40	
52250 · Prof Svcs - Post GSP Adoption									
52252 · Prof Svcs - GSP Consultant	-613.73	0.00	0.00	164,053.14	0.00	164,053.14	0.00	163,439.41	
52250 · Prof Svcs - Post GSP Adoption - Other	3,631.25	8.77	8.77	44,478.85	46,655.10	91,133.95	-17,958.56	76,815.41	
Total 52250 · Prof Svcs - Post GSP Adoption	3,017.52	8.77	8.77	208,531.99	46,655.10	255,187.09	-17,958.56	240,254.82	
52270 · Prof Svcs - Accounting	1,695.69	0.00	0.00	0.00	0.00	0.00	16,216.47	17,912.16	
52275 · Prof Svcs - Admin/Clerk of Bd	1,005.73	0.00	0.00	0.00	0.00	0.00	7,350.42	8,356.15	
52280 · Prof Svcs - Executive Director	0.00	0.00	0.00	0.00	0.00	0.00	18,464.36	18,464.36	
Total 52200 · Professional Services	5,718.94	8.77	8.77	208,531.99	46,655.10	255,187.09	24,972.09	285,886.89	
52500 · Legal Fees									
52501 · Legal Counsel	0.00	0.00	0.00	0.00	0.00	0.00	10,143.50	10,143.50	
Total 52500 · Legal Fees	0.00	0.00	0.00	0.00	0.00	0.00	10,143.50	10,143.50	
53000 · Office Expenses									
53010 · Public Information	0.00	0.00	0.00	564.89	0.00	564.89	0.00	564.89	
53020 · Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	119.66	119.66	
53026 · Postage & Mailing	0.00	0.00	0.00	0.00	0.00	0.00	239.53	239.53	
53070 · Licenses, Permits & Fees	0.00	0.00	0.00	0.00	0.00	0.00	1,457.53	1,457.53	
53110 · Travel & Training	0.00	0.00	0.00	0.00	0.00	0.00	179.77	179.77	
53000 · Office Expenses - Other	0.00	0.00	0.00	0.00	0.00	0.00	197.40	197.40	
Total 53000 · Office Expenses	0.00	0.00	0.00	564.89	0.00	564.89	2,193.89	2,758.78	
53500 · Insurance									
53510 · Liability Insurance	0.00	0.00	0.00	0.00	0.00	0.00	5,106.34	5,106.34	
Total 53500 · Insurance	0.00	0.00	0.00	0.00	0.00	0.00	5,106.34	5,106.34	
Total Expense	5,718.94	8.77	8.77	209,096.88	46,655.10	255,751.98	42,415.82	303,895.51	
Net Income	-5,718.94	-8.77	-8.77	-209,096.88	-46,655.10	-255,751.98	397,979.25	136,499.56	

Mound Basin Groundwater Sustainability Agency

Item 6(c) Attachment C

Balance Sheet

As of June 30, 2022 Preliminary

June 30, 22 Preliminary

ASSETS

Current Assets

Checking/Savings

10000 · Bank of the Sierra 379,703.14

Total Checking/Savings 379,703.14

Accounts Receivable

11000 · Accounts Receivable 182,474.94

Total Accounts Receivable 182,474.94

Total Current Assets 562,178.08

TOTAL ASSETS 562,178.08

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 8,303.66

Total Accounts Payable 8,303.66

Other Current Liabilities

20001 · Advance from City of Ventura 55,000.00

20510 · Interest Payable 2,233.30

Total Other Current Liabilities 57,233.30

Total Current Liabilities 65,536.96

Total Liabilities 65,536.96

Equity

32000 · Retained Earnings 360,141.56

Net Income 136,499.56

Total Equity 496,641.12

TOTAL LIABILITIES & EQUITY 562,178.08

Mound Basin Groundwater Sustainability Agency
Profit & Loss Budget Performance
 July 2022

	<u>July 2022</u>	<u>Annual Budget</u>	<u>Budget %</u>
Income			
40001 · Groundwater Extraction Fees	0.00	365,800.00	0.00%
Total Income	<u>0.00</u>	<u>365,800.00</u>	<u>0.00%</u>
Gross Profit	0.00	365,800.00	0.00%
Expense			
52200 · Professional Services			
52240 · Prof Svcs - IT Consulting	136.82	1,050.00	13.03%
52250 · Prof Svcs - Post GSP Adoption	735.62	98,373.79	0.75%
52270 · Prof Svcs - Accounting	126.49	9,480.58	1.33%
52275 · Prof Svcs - Admin/Clerk of Bd	715.77	5,097.09	14.04%
52280 · Prof Svcs - Executive Director	518.75	18,375.00	2.82%
Total 52200 · Professional Services	<u>2,233.45</u>	<u>132,376.46</u>	<u>1.69%</u>
52500 · Legal Fees			
52501 · Legal Counsel	0.00	12,000.00	0.00%
Total 52500 · Legal Fees	<u>0.00</u>	<u>12,000.00</u>	<u>0.00%</u>
53000 · Office Expenses			
53010 · Public Information	0.00	1,325.00	0.00%
53020 · Office Supplies	43.59	210.00	20.76%
53026 · Postage & Mailing	243.98	650.00	37.54%
53070 · Licenses, Permits & Fees	0.00	1,100.00	0.00%
53110 · Travel & Training	65.68	500.00	13.14%
Total 53000 · Office Expenses	<u>353.25</u>	<u>3,785.00</u>	<u>9.33%</u>
53111 · Office Expenses - Other	0.00	300.00	0.00%
53500 · Insurance			
53510 · Liability Insurance	3,344.54	5,361.30	62.38%
Total 53500 · Insurance	<u>3,344.54</u>	<u>5,361.30</u>	<u>62.38%</u>
70000 · Interest & Debt Service			
70120 · Interest Expense	0.00	1,238.00	0.00%
70130 · Principal Payment	0.00	0.00	
Total 70000 · Interest & Debt Service	<u>0.00</u>	<u>1,238.00</u>	<u>0.00%</u>
81000 · Contingency - Non Capital Expen	0.00	21,006.08	0.00%
82000 · Capital Expenditures			
82001 · Capital Project Expenditures	0.00	41,694.17	0.00%
82002 · Contingency - Capital	0.00	4,169.42	0.00%
Total 82000 · Capital Expenditures	<u>0.00</u>	<u>45,863.59</u>	<u>0.00%</u>
Total Expense	<u>5,931.24</u>	<u>221,930.43</u>	<u>2.67%</u>
Net Income	<u><u>-5,931.24</u></u>	<u><u>143,869.57</u></u>	<u><u>-4.12%</u></u>

Mound Basin Groundwater Sustainability Agency

Balance Sheet

As of July 31, 2022

July 2022

ASSETS

Current Assets

Checking/Savings

10000 · Bank of the Sierra 367,822.94

Total Checking/Savings 367,822.94

Accounts Receivable

11000 · Accounts Receivable 182,474.94

Total Accounts Receivable 182,474.94

Total Current Assets 550,297.88

TOTAL ASSETS 550,297.88

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

20000 · Accounts Payable 2,354.70

Total Accounts Payable 2,354.70

Other Current Liabilities

20001 · Advance from City of Ventura 55,000.00

20510 · Interest Payable 2,233.30

Total Other Current Liabilities 57,233.30

Total Current Liabilities 59,588.00

Total Liabilities 59,588.00

Equity

32000 · Retained Earnings 496,641.12

Net Income -5,931.24

Total Equity 490,709.88

TOTAL LIABILITIES & EQUITY 550,297.88



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Information Item No. 8

DATE: August 18, 2022
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 update.
2. Financial:
 - a. There are no outstanding extraction fee invoices. Invoices for the 2022-1 semi-annual period (January – July 2022) will be issued in September.
3. Legal: No update.
4. Groundwater Sustainability Plan (GSP) Implementation:
 - a. GSP: The GSP is under review by the Department of Water Resources.
 - b. GSP Grant:
 - i. Progress report and invoice no. 12 was submitted to DWR on April 25, 2022 and is under DWR review. Payment in the amount of \$106,022.61 is expected 1-2 months after DWR approval.
 - ii. The required grant closeout report and retention release request were submitted to DWR on April 25, 2022. Retention payment in the amount of \$75,792.14 is expected 1-2 months after DWR approval of the closeout report.
 - c. Groundwater Monitoring Well – DWR Technical Support Services (TSS): DWR began construction activities in mid-May. All three monitoring wells have been completed. DWR is working on closing out the project and transferring custody of the wells to MBGSA.
 - d. Shallow Groundwater Level Monitoring: Monitoring activities are ongoing by UWCD on behalf of MBGSA.
5. 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

None



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 9(a)

DATE: August 18, 2022
TO: Board of Directors
FROM: Executive Director
SUBJECT: Reappointment of Stakeholder Directors

SUMMARY

Pursuant to Agency Bylaws Sections 2.4 and 2.5 and Joint Powers Agreement (JPA) Section 6.4, Stakeholder Directors serve one-year terms. The terms for Directors Chambers and Everts ended on July 31, 2022.

Stakeholder Director appointment procedures are set forth in JPA Sections 6.3.4 and 6.3.5. The Agricultural Stakeholder Director is appointed by Mound Basin Agricultural Water Group (MBAWG) or the Ventura County Farm Bureau, if MBAWG does not make a nomination. The Environmental Stakeholder Director is appointed collectively by the twelve organizations listed in the JPA known as the “Santa Clara River Environmental Groundwater Committee” or The Nature Conservancy, if the committee does not make a nomination. Directors Chambers and Everts have been nominated for reappointment (Attachment A). No other individuals were nominated for either Stakeholder Director position.

JPA Sections 6.3.4 and 6.3.5 require a unanimous vote of the Member Directors to appoint Stakeholder Directors.

RECOMMENDED ACTION

It is recommended that the Member Directors reappoint the current Stakeholder Directors for the August 2022 through August 2023 terms.

BACKGROUND

Please see summary.

FISCAL SUMMARY

Not applicable

ATTACHMENTS

A. Stakeholder Director Nominations

Action: _____	
Motion: _____	2 nd : _____
A.Anselm: _____	B.Cooper: _____ M.Mobley: _____

Jackie Lozano

From: Bryan Bondy
Sent: Monday, July 11, 2022 11:54 AM
To: Jackie Lozano
Subject: FW: Nomination of Conner Evert's as the Mound Basin Environmental Stakeholder Director

Proceed with caution. This email originated from outside the District.

From: E.J. Remson
Sent: Wednesday, June 29, 2022 5:44 PM
To: Bryan Bondy; Shephard, Glenn
Cc: Conner Everts
Subject: Nomination of Conner Evert's as the Mound Basin Environmental Stakeholder Director

Chairman Mobley and Directors of the Mound Basin GSA,

The Santa Clara River Environmental Groundwater Committee voted to re-nominate Mr. Conner Everts for the upcoming term as the Mound Basin GSA Environmental Stakeholder Director. There was no opposition.

There are 12 members of our group and I received responses from 10. All were in favor of renominating Conner. No one proposed an alternative candidate.

Thank you for the opportunity to submit this nomination.

E.J.

E.J. Remson
(he, him)
Senior Project Director
CA Water Program

The Nature Conservancy
532 E Main St., Suite 200
Ventura, CA 93001
nature.org
groundwaterresourcehub.org



This message was scanned by Microsoft.

Jackie Lozano

From: Neal P. Maguire
Sent: Thursday, July 14, 2022 10:43 AM
To: Bryan Bondy
Cc: James Chambers; Jackie Lozano
Subject: Re: MBGSA Stakeholder Director Appointments for August 2022 - August 2023

Proceed with caution. This email originated from outside the District.

MBAWG has again nominated Jim.

Thanks,
Bryan

On Jul 14, 2022, at 10:42 AM, Bryan Bondy wrote:

Hi Jim and Neal,

Just following up on this. Please send us the nomination documentation by August 8.

Thanks,

Bryan

From: James Chambers
Sent: Friday, June 17, 2022 3:45 PM
To: Bryan Bondy
Cc: Conner Everts ; E.J. Remson Jackie Lozano ; Neal P. Maguire
Subject: Re: MBGSA Stakeholder Director Appointments for August 2022 - August 2023

Thank you!

On Fri, Jun 17, 2022 at 11:09 AM Bryan Bondy wrote:

Dear Jim and Conner,

I hope this message finds you doing well. I am writing to remind you that your MBGSA stakeholder director terms will expire in August.

Please work with your stakeholder groups to complete the nomination process for the 2022-2023 terms. We can have the member directors approve at either the July 14 or August 11 regular board meeting.

Please confirm and please keep Jackie and I informed of status.

Thank you!

Best Regards,

--

Bryan Bondy, PG, CHG
Executive Director
MBGSA

6.3.4 One (1) **Agricultural Stakeholder Director** unanimously selected by the Member Directors from a list of one or more qualified nominees submitted by the MBAWG, or the Farm Bureau if the MBAWG is unwilling or unable to nominate potential directors. The MBAWG, or the Farm Bureau, shall submit its nominee(s) to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors until such time as the Bylaws have been adopted. The Member Directors shall consider the nominee(s) at a regular meeting and at that meeting shall approve and appoint the Agricultural Stakeholder Director. In the absence of a unanimous vote of approval and appointment by the Member Directors, the Member Directors can request different nominations.

6.3.5 One (1) **Environmental Stakeholder Director** unanimously selected by the Member Directors from a nominee nominated by the following environmental organizations collectively:

1. Friends of the Santa Clara River
2. California Trout
3. National Audubon Society
4. Sierra Club
5. Santa Clara River Watershed Conservancy
6. Los Padres ForestWatch
7. Central Coast Alliance United for a Sustainable Economy
8. The Nature Conservancy
9. Wishtoyo Foundation
10. Keep Sespe Wild
11. Surfrider Foundation
12. CFROG (Citizens for Responsible Oil & Gas)

or, The Nature Conservancy if, and only if, the aforementioned list of organizations is unwilling or unable to nominate a potential Environmental Stakeholder Director. If the Member Directors do not accept a potential Environmental Stakeholder Director nominated by the aforementioned list of organizations or The Nature Conservancy, as applicable, the Member Directors shall request an additional nomination, as necessary. The aforementioned list of organizations shall submit its nominee to the Member Directors pursuant to a process specified in the Bylaws, unless directed otherwise by the Member Directors. The Member Directors shall consider the nominee(s) at a regular meeting and at that meeting shall approve and appoint the Environmental Stakeholder Director.

This message was scanned by Microsoft.



MoundBasin

GROUNDWATER SUSTAINABILITY AGENCY

Motion Item No. 9(b)

DATE: August 18, 2022
TO: Board of Directors
FROM: Executive Director
SUBJECT: Professional Services Contract for GSP Implementation Grant Application

SUMMARY

MBGSA will be eligible to apply for GSP implementation funding during the upcoming SGMA Implementation Round 2 Grant solicitation scheduled for October 2022. The Round 1 grants were limited to “critical overdraft” basins and Round 2 will be open to all basins with a GSP. The Round 2 solicitation will provide over \$200 million from various funding sources for planning and implementation projects to help comply with SGMA. Eligible costs include just about anything related to GSP implementation and there is no cost share requirement (although points are awarded if a minimum of 5% is committed by the applicant). Round 2 will provide grants ranging from a minimum of \$1 million to a maximum of \$20 million per basin. Given that the average award will likely be several millions of dollars and the fact that there are approximately 120 basins in State subject to SGMA, this round of funding will likely be very competitive.

To develop the most competitive grant application possible, it is recommended that the Agency contract with a grant specialist to assist the Executive Director and begin work on the application soon. To this end, staff obtained a proposal from Kennedy/Jenks Consultants to assist with the grant application. Kennedy/Jenks Consultants has a team of local professionals that specialize in grants, including successful applications under the SGMA planning grant program (Fillmore and Piru Basins) and Round 1 of the SGMA implementation grant program (Fox Canyon GMA). During his past employment at Calleguas MWD, the Executive Director worked with Kennedy/Jenks Consultants on Integrated Regional Water Management grant applications and has a great working relationship with the Kennedy/Jenks Consultants project manager.

Attachment A presents MBGSA’s master services agreement with redline edits suggested by Kennedy/Jenks Consultants. Attachment B presents a draft work order with Kennedy/Jenks Consultants’ proposal.

RECOMMENDED ACTION

It is recommended that the Board consider approving a master service agreement and work order for Kennedy/Jenks Consultants to prepare a GSP Implementation Grant Application in an amount not to exceed \$14,945 and \$3,055 contingency to be authorized at the discretion of the Executive Director (\$18,000 total authorization).

BACKGROUND

Please see summary.

FISCAL SUMMARY

The fiscal year 22/23 budget includes \$25,000 for a grant application.

ATTACHMENTS

- A. Master Service Agreement (with Kennedy/Jenks Consultants redline proposed edits)
- B. Draft Work Order with Proposal

Action: _____
Motion: _____ 2 nd : _____
A.Anselm: _____ B.Cooper: _____ M.Mobley: _____ J. Chambers: _____ C.Everts: _____

Master Services Agreement

This Master Services Agreement (the "MSA") is made and entered into by and between **Mound Basin Groundwater Sustainability Agency** ("MBGSA"), and **Kennedy Jenks Consultants, Inc.** ("Service Provider") (each a "Party" and collectively the "Parties") as of this 18th day of August, 2022 (the "Effective Date"). The words "we", "us", and "our" refer to MBGSA, and the words "you" and "your" refer to the Service Provider.

By signing this MSA, the Parties agree as follows:

1. MSA Documents

This MSA sets forth basic terms that will apply to your performance of services during the term of this MSA. Additional and specific terms that will apply to a particular project ("Project") and the performance of particular services will be set forth in one or more statements of work ("SOWs") substantially in the form of Exhibit A. Each SOW will be governed by this MSA. If any term in this MSA conflicts with a term in a SOW, the terms and conditions of this MSA will control, unless the SOW specifies that its terms and conditions will control. Specific terms in a SOW will not affect any other SOW governed by this MSA without explicit agreement of the Parties in writing.

2. Statements of Work / Purchase Orders

You will be responsible for providing all services described in a SOW ("Services"). Each SOW will detail the material terms and conditions applicable to the Services to be provided pursuant to that SOW. A SOW may add additional Services and obligations of the Parties and include additional legal terms and conditions. If either Party requires an assigned purchase order number on invoices, it is understood and agreed that the purchase order document is for internal accounting purposes only and that neither or nor any accompanying form will in any way modify, add to, or delete any of the terms and conditions of this MSA or any SOW.

3. Fees and Payment

Fees shall be defined in each SOW.

Invoicing and payment intervals will be defined in each SOW ("Fee Terms"). Unless the Fee Terms clearly indicate otherwise, we will pay invoices within thirty (30) days of receipt of invoice. All invoices or invoice disputes must be emailed to JackieI@unitedwater.org to receive timely payment. All billing must occur on a monthly basis and shall be based on time and materials. Invoices are due to MBGSA by the 5th working day of each month for charges incurred during the prior month. All invoices must be emailed to JackieI@unitedwater.org to receive timely payment. All timely invoices received by the 5th working day of the month will be payable on a Net-30 basis. Invoices received after the 5th working day of the month will be payable on a Net-60 basis.

If, for any reason, we dispute the performance of the Services or the applicable Fees, we will (a) promptly pay all undisputed Fees and (b) provide a detailed description of the nonconforming Services or disputed Fees sufficient for the Parties to discuss and make a good faith attempt to resolve the dispute ("Invoice Dispute"). If we do not make payment or issue an Invoice Dispute within 60 days, you may provide us with 10 days' written notice of non-payment, after which, if the failure to pay or issue an Invoice Dispute is not cured, you may suspend performance of all Services until we either (i) make payment or (ii) issue a sufficiently detailed Invoice Dispute.

Unless expressly stated in the SOW, you will bear sole responsibility for all expenses incurred in connection with the performance of Services. If a SOW specifies that we will be reimbursing any of your travel and out-of-pocket expenses ("Expenses"), you agree to comply with each of our travel and reimbursement policies, whether formal or informal. Any policy waivers or exceptions must be confirmed in writing by us before you incur the expense. You also agree to provide us with advance notice and estimated anticipated Expenses and to invoice us at your cost and/or IRS-approved rates where applicable and provide copies of original receipts.

4. Confidentiality

We will direct the Services provided by you and communications with you regarding this matter will be through us. ~~All Services and communications are protected by the attorney-client privilege and attorney work-product doctrine.~~ Accordingly, all documents, reports, disclosures, plans, and other information of any nature and description, which MBGSA supplies to you or which you discover or develop in performance of the Services is deemed confidential. You must not disclose any of the same to any third party without our prior written authorization, except to the extent that information is in the public domain, was in your possession prior to disclosure to MBGSA or you are required by law.

5. Term and Termination

The term of this MSA will be perpetual from the Effective Date until terminated by either Party on written notice; provided, however, that no termination will affect obligations incurred under this MSA before termination or which, by their nature, extend beyond the term. Notwithstanding the preceding sentence, this MSA will remain in effect for so long as you are obligated to provide Services under any operative SOW.

6. Work and Labor

You agree to observe all laws, ordinances, rules, and regulations of any government unit or agency affecting items furnished and/or the performance of Services.

7. Standard of Work Performed and Materials Sourced

You warrant that you will perform all Services satisfactorily and in a timely manner in accordance with our agreed-upon SOW, specifications, drawings, samples, and any other description you furnish to us prior to or during the course of your Services. In the absence of exact specifications otherwise in the SOW, we will assume that all materials furnished will be of the grade and sound quality specified in the SOW, and the work will be performed in a professional and competent manner consistent with the customary care and skill ordinarily exercised by professionals in your industry under similar circumstances.

In addition to any other rights or remedies available at law or in equity, you agree to re-execute, at your own cost and expense, any such defective or reasonably unsatisfactory work that appears during progress of the Services and will remedy and replace, at your own cost and expense, any such defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of acceptance of the completed work by us.

8. No Liens or Encumbrances

You warrant that no liens, encumbrances, security interests, or other third-party claims of any type will attach to real or personal property owned or leased by us as a consequence of your performance of Services hereunder. (For yourself, your successors, and others acting both through or under you.) You also agree, upon request, to furnish to us standard forms of waiver of lien signed by you and all contractors, subcontractors, and materialmen who will furnish labor and materials hereunder.

9. Ownership of Work

Item 9(b), Attachment A

Except to the extent that it is expressly limited in any particular SOW, all right, title and interest in the work product of your Services will be and remain our sole property and will constitute a "work-made-for-hire" as such term is understood under U.S. copyright laws. We will have the exclusive right, but not the obligation, to use, adapt, alter, delete from, add to, or rearrange such work product, or any part thereof, to combine the same with other works, and to patent, register for trademark protection, and/or otherwise exploit any and all of the foregoing in any manner as we may determine in our sole discretion. You agree to execute other instruments, give further assurances, and perform acts which are or may become necessary or appropriate to effectuate and carry out the provisions of this Section 9. To the extent ownership of any work product resulting from your Services for us does not by operation of law vest in us, you hereby assign, sell, transfer, grant, and convey all right, title, and interest in such work product to us. However, during the course of this MSA, you may further develop your knowledge, skills, and experience. Other than as may fall within the "Confidentiality" section of this MSA, nothing in this MSA is intended to limit your use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed before or during the course of this MSA, without limitation, in the development, manufacturing, and marketing of your Services.

10. Indemnity

You agree to defend (with counsel acceptable to us), indemnify, and hold us (including our affiliates, member agencies, employees, agents, and representatives) harmless against any and all claims, demands, or other liabilities for suits, injuries, damages, losses, fines, expenses, or costs of any sort, including attorney's fees (collectively, "Claims") to the extent caused by your negligent performance of Services, your intentional misconduct, or your breach of any other obligation under this MSA; except that you need not indemnify with respect to that portion of a Claim resulting from our negligence or intentional misconduct, or to the extent of your reliance on the express written approval, acceptance, or instructions of us with respect to the act or omission giving rise to the Claim. You will, as soon as reasonably possible after receiving notice of a third-party Claim for which indemnity might be sought, notify us in writing, provided that the failure to notify will not relieve you of your obligations.

11. Workers Compensation Insurance

Both Parties will each insure its own employees with Workers' Compensation Insurance in accordance with the statutory requirements of the State having jurisdiction over its own employees who are engaged in the Services and, regardless of policy limit, will hold each other harmless from any claims by its own employees, contractors, subcontractors, and materialmen who have furnished labor hereunder, or successors for injury, disability, or death arising from any work associated with this MSA. Upon request by either Party, a certificate of workers' compensation insurance will be provided evidencing such coverage.

12. Insurance

During the term of this MSA and for a period of three (3) years thereafter, you agree to keep and maintain, at its sole expense, additional insurance as follows:

- (a) Professional Liability (errors and omissions) Insurance of \$1,000,000 per claim and in the aggregate;
- (b) General Commercial Liability Insurance with combined bodily injury, property damage, product liability, completed operations, and contractual liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which specifically covers this MSA, and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties;
- (c) Automobile Liability Insurance, including coverage for hired, owned, or non-owned vehicles, in the amount of \$1,000,000 which specifically covers this MSA and names the other Party, its subsidiaries, and affiliated entities as additional insured Parties; and
- (d) You will furnish to us, upon request, an insurance certificate from a carrier with an A.M. Best rating of "A" or better satisfying the above requirements and containing a complete waiver of subrogation. Your insurance coverage may not be terminated or materially changed without thirty (30) days' prior written notice to us.

13. Subcontracting/Assignment

You may not assign or subcontract any portion of your obligation to perform Services, nor may you assign any money due or to become due under this MSA, without our prior written consent. We may not assign this MSA without your written consent, which may not be unreasonably withheld; provided that such consent will not be necessary for the assignment, by operation of law or otherwise, to any of our parents, subsidiaries, affiliates, or any entity that succeeds our business in connection with a merger, reorganization, or sale of all or substantially all of our assets or voting securities. This MSA will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14. Independent Contractor/No Third-Party Beneficiaries or Exclusivity by Service Provider

Nothing in this MSA will provide any benefit to any third party; it being the intent of the Parties that this MSA will not be construed as a third-party beneficiary contract. You are acting as our independent contractor and nothing in this MSA will be construed to create or imply a joint venture, partnership, association, or similar obligation between us. As such, any and all sums paid by us to you that are subject to taxing deductions, if any, will be your sole responsibility and you will indemnify and hold us harmless from any and all damages, claims, and expenses, including reasonable attorney's fees, arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. Nothing in this MSA will impose any obligation on you to provide exclusive services to us.

15. Conflict of Interest

You represent and warrant to us that to your best knowledge, neither you nor any individual who will be performing Services for us has any other interests or business relationships of any kind which could either conflict with our interests or create the appearance of a conflict. You will immediately and fully apprise us of any potential conflicts that may arise.

16. General Warranties

Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this MSA; (ii) the execution and delivery of this MSA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it; (iii) this MSA constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms (subject to any equitable defenses); (iv) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (v) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this MSA.

17. Force Majeure

Force Majeure is the only excuse for non-performance of this MSA by either Party and all other excuses waived. Each Party shall be relieved of its obligation to perform any part of this MSA to the extent its performance is prevented or rendered impracticable by any events or circumstances beyond its reasonable control including,

Item 9(b), Attachment A

but not limited to, war, fires, floods, acts of God (natural disasters), governmental restrictions, labor lock-outs, civil uprising resulting in damage or destruction of any facilities. Each Party will promptly notify the other in writing of any inability to perform and the cause thereof, as well as its good faith estimate of the date upon which the event will end and its performance will resume. You agree that in the event of a Force Majeure, your allocation of available resources or supply to us will be based on fair allocation by volume among your customers without regard to price or profitability. If the event is anticipated to extend beyond 60 days, we may, at our option, cancel the SOW and/or this MSA and be relieved from our obligations as of the date of cancellation. Both Parties will make reasonable efforts to avoid the adverse impacts of a Force Majeure and to expeditiously resolve the event or occurrence once in order to resume performance.

18. Events of Default

An "Event of Default" means, with respect to a Party (the "Defaulting Party"): (a) any false or misleading representation or warranty made by a Party or the failure of a representation or warranty made by a Party to remain true during the Term hereof; or (b) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iii) otherwise becomes bankrupt or insolvent; (iv) is unable to pay its debts when due; (v) fails to post, maintain, renew, or increase collateral when and as may be required hereunder during any Term and such failure is not remedied within two (2) business days after written notice thereof is received; (c) the failure of a Party to perform a material obligation under this MSA or SOW when such failure is not excused by Force Majeure; or (d) any other event affecting such Party specified as an Event of Default in this MSA.

In addition to any other remedies available at law or equity, if an Event of Default with respect to a Defaulting Party has occurred and is continuing, the other Party will have the right to (a) provide written notice of (and stating the nature of) such Event of Default to the Defaulting Party; (b) designate a date between 1 and 20 days after such notice is effective on which this MSA will terminate; (c) withhold payments due to the Defaulting Party; and (d) suspend performance.

19. Governing Law

This MSA will be governed by the laws of California, notwithstanding any state's choice of law rules to the contrary.

20. Severability

In the event any provision of this MSA is held to be unenforceable for any reason, the unenforceability thereof shall not affect the validity or enforceability of any other provision of this MSA, which shall remain in full force and effect and in accordance with its terms.

20-21. Miscellaneous

All provisions of this MSA which must, in order to give full force and effect to the Parties' rights and obligations, survive the termination or expiration of this MSA, will so survive. Amendments to this MSA are not enforceable unless in writing and executed by both Parties. If any provision in this MSA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. No waiver or consent, express or implied, of any default will operate as a waiver or consent of any other default. In entering into this MSA, the Parties represent that they have each had an opportunity to consult with their own attorneys and that all of the Parties have cooperated in the drafting and preparation of this MSA. The language of this MSA may not be construed for or against any Party on the grounds that any specific Party or Parties authored this MSA.

21-22. Notices and Billings

Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

MOUND BASIN GROUNDWATER SUSTAINABILITY AGENCY	
All Notices:	Billings
Bryan Bondy, Executive Director	Jackie Lozano
P.O. Box 3544 Ventura, CA 93006-3544	P.O. Box 3544 Ventura, CA 93006-3544
Phone No.:	Phone No.: 805-525-4431
Email: bryan@moundbasingsa.org	Email: Jackiel@unitedwater.org

And

Kennedy/Jenks Consultants, Inc.	
All Notices:	Payments
Name. Title	Name. Title
2775 N. Ventura Road, Suite, 202 Oxnard, CA 93036	2775 N. Ventura Road, Suite, 202 Oxnard, CA 93036
Phone No.:	Phone No.:
Email:	Email:

Item 9(b), Attachment A

THIS MSA, INCLUDING ANY EXHIBITS AND SCHEDULES, CONSTITUTES THE PARTIES' COMPLETE AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS OF ANY TYPE, WHETHER WRITTEN OR ORAL. BY SIGNING BELOW, THE PERSON SIGNING FOR YOU WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN ON YOUR BEHALF. IF THIS MSA IS ALTERED IN ANY WAY, IT WILL BE VOID AB INITIO.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this MSA effective as of the Effective Date.

Kennedy/Jenks Consultants, Inc.	MBGSA
By: _____	By: _____
Print Name:	Print Name: Bryan Bondy
Title:	Title: Executive Director
Date:	Date: August 18, 2022

Exhibit A

Statement of Work

Work Order No. X [ADD TITLE]

To: Kennedy/Jenks Consultants, Inc.
 2775 N. Ventura Road, Suite, 202
 Oxnard, CA 93036
 Attention: _____
 Email: _____

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

In accordance with our Master Services Agreement (“MSA”) dated August 18, 2022, the following Statement of Work (“SOW”) is entered into by Mound Basin Groundwater Sustainability Agency (“Customer”) and Kennedy/Jenks Consultants, Inc. (“Provider”) for a new project and/or services (collectively, “Services”):

GENERAL NATURE OF SERVICES: [ADD SUMMARY OF SERVICES] When applicable, Service Provider shall ensure all work is performed under the supervision of a California Professional Geologist or Civil Engineer.

SCOPE OF SERVICES: [ADD SCOPE DESCRIPTION OR REFER TO ATTACHED PROPOSAL]

TERM: _____ through _____ .

COMPENSATION AND PAYMENT: Time and materials services, not-to-exceed \$ _____ without prior written authorization. Labor rates are pursuant to attached proposal.

PAYMENT TERMS

Payments shall be due:

- upon the completion of the SOW
- as follows: Pursuant to MSA terms.

ADDITIONAL TERMS AND CONDITIONS

This SOW will be governed by the terms and conditions of the MSA. In the event of any conflict between the terms set forth in this SOW and the MSA, the MSA shall be deemed to control the control the relationship between the parties with respect to the SOW.

ACCEPTED AND AGREED:

Kennedy/Jenks Consultants, Inc.	MBGSA
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: Bryan Bondy Title: Executive Director Date: _____

Statement of Work

Work Order No. 1 GSP Implementation Grant Application

To: Kennedy/Jenks Consultants, Inc.
2775 N. Ventura Road, Suite, 202
Oxnard, CA 93036
Attention: _____
Email: _____

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

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GENERAL NATURE OF SERVICES: Assist MBGSA with preparation of a Round 2 SGMA Implementation Grant application. When applicable, Service Provider shall ensure all work is performed under the supervision of a California Professional Geologist or Civil Engineer.

SCOPE OF SERVICES: See attached proposal dated August 3, 2022.

TERM: August 18 through grant application submittal deadline (TBD by Department of Water Resources).

COMPENSATION AND PAYMENT: Time and materials services, not-to-exceed \$14,945 without prior written authorization. An additional contingency budget of \$3,055 is reserved for potential unanticipated costs. Use of contingency funds requires prior written approval by the Executive Director. Labor rates are pursuant to attached proposal.

PAYMENT TERMS

Payments shall be due:

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- as follows: Pursuant to MSA terms.

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ACCEPTED AND AGREED:

Kennedy/Jenks Consultants, Inc.	MBGSA
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: Bryan Bondy Title: Executive Director Date: _____

Statement of Work

Work Order No. 1 GSP Implementation Grant Application

To: Kennedy/Jenks Consultants, Inc.
 2775 N. Ventura Road, Suite, 202
 Oxnard, CA 93036
 Attention: _____
 Email: _____

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

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ACCEPTED AND AGREED:

Kennedy/Jenks Consultants, Inc.	MBGSA
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: Bryan Bondy Title: Executive Director Date: _____



3 August 2022

Mr. Bryan Bondy
Executive Director
Mound Basin Groundwater Sustainability Agency
P.O. Box 3544
Ventura, CA 93006-3544

Subject: Proposal for Professional Services to Assist with Application to the Sustainable Groundwater Management Program Implementation Grant 2022 on behalf of the Mound Basin Groundwater Sustainability Agency

Dear Mr. Bondy:

As requested, Kennedy/Jenks Consultants (KJ) is submitting this proposal to provide assistance with a Department of Water Resources (DWR) Sustainable Groundwater Management Act (SGMA) Implementation Grant Program application for the Mound Basin Groundwater Sustainability Agency (GSA). The due date for the grant application is not known at this time but is anticipated in the late fall 2022.

GRANT PREPARATION SUCCESS

Staff assigned to this project will come from KJ's Oxnard, California office and will include Meredith Clement, Marina Magaña, Catrina Paez, and Lauren Everett-Smith. This grants team is familiar with the water resources of Ventura County, and has partnered in the planning, funding, design, and construction of local projects for many of the stakeholders of the Mound Basin GSA, including the City of Ventura, United Water Conservation District, and the County of Ventura. Below is a brief summary of recent local grant application work:

As-Needed Grant Support Services, United Water Conservation District

KJ has been providing ongoing grant monitoring and writing assistance to the United Water Conservation District. KJ regularly monitors funding programs for the District's projects, discusses identified programs and project suitability, and makes recommendations on pursuing funding programs. KJ prepared the successful application for the 2018 USBR WaterSMART Drought Resiliency Grant for the District's Iron and Manganese Treatment Project for which a total of \$300,000 in grant funding was awarded. KJ prepared the Fillmore and Piru Basins Groundwater Sustainability Plans application, for which the District received \$1.5 million in grant funding. KJ also recently prepared three CalOES/FEMA Hazard Mitigation Grant Program applications for District generator projects and Santa Felicia Dam improvements. Application activities included completing application forms, preparing technical memos and conducting a Benefit Cost Analysis using FEMA BCA software.



Kennedy Jenks

Mr. Bryan Bondy

3 August 2022

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Sustainable Groundwater Management Program Implementation Grant for Critically Overdrafted Basins

KJ coordinated with the Fox Canyon Groundwater Management Agency and stakeholders of the Pleasant Valley Groundwater Basin and the Oxnard Subbasin to prepare a successful grant application to implementation eight projects that will benefit the goals of the local groundwater sustainability plans. Total award was \$15.2 million.

Integrated Regional Water Management Grant Administration and Grant Writing Services, County of Ventura, Ventura, CA

KJ has provided grant assistance for the County of Ventura's Watersheds Coalition of Ventura County Integrated Regional Water Management (IRWM) Program grants for over a decade starting with the administration of the Proposition 50 Implementation Grant and continuing with administration and successful applications for all four rounds of Proposition 84 Implementation Grants: Round 1, Round 2, Drought, and 2015. KJ led the coordination, preparation, and submittal of applications for all four Proposition 84 IRWM Implementation grants for the Watersheds Coalition of Ventura County which resulted in award of 100% of grant requests made. KJ now actively leads the administration of the awarded Proposition 84 Implementation grants, which span a total of 26 individual projects, 15 different entities, and a total grant allocation of over \$56 million.

Groundwater Utilization Program Grant Assistance, City of Thousand Oaks

In addition to design and engineering services that KJ has been providing to the City of Thousand Oaks in relation to its Los Robles Golf Course Groundwater Utilization Program, KJ has also been providing ongoing grant-related assistance. Potential funding opportunities for the piloting and full-scale implementation of the project were researched, identified and summarized for inclusion in the Preliminary Draft Report. KJ then recently assisted with the preparation and submittal of two successful grant applications to fund the design pilot. Grant funding of nearly \$720,000 was awarded under the Metropolitan Water District of Southern California Future Supply Actions Funding Program and the Department of Water Resources Desalination Grant Program. Assistance has been provided for finalizing the Metropolitan funding agreement. KJ also assisted the City with the preparation of application materials for the Watersheds Coalition of Ventura County Prop 1 Round 1 IRWM grant.

SCOPE OF SERVICES

DWR is offering Round 2 funding for basins that are considered medium or high priority basins (and critically over drafted basins, if applicable). Planned Mound Basin projects, identified in the GSP and first annual report to be included in a grant application may include:

- Seawater Intrusion Monitoring Wells
- Seawater Intrusion Contingency Plan
- Shoreline Monitoring Well
- Land Subsidence Contingency Plan
- Annual Reports and Monitoring Cost

This proposal assumes that there will not be significant changes in the grant application guidelines or proposal solicitation package (PSP) from that released on December 21, 2021.

Task 1 – Project Management

KJ will provide project management and communication to obtain input during the grant preparation process. Other project management functions include coordination of KJ staff, internal project setup, set up of a SharePoint site for document repository and management, review of project status reports and preparation of monthly billings.

Task 1 Deliverables:

- Monthly Invoices
- Draft and Final meeting minutes
- Electronic copies of all meeting handouts and sign-in sheets (if applicable)

Task 2 – Grant Application Preparation

KJ will assist in the preparation of the grant application to be submitted to DWR. The scope and budget in this proposal assume the 5 projects listed above, however it is understood that the number of projects could change after the final PSP is released (anticipated in October 2022). KJ proposes submitting grant application materials for review as these materials are completed. Once all of the attachments are completed, one draft of the full application will be provided electronically to the Executive Director of the Mound Basin GSA.

Subtask 2.1 GRanTS Form

KJ will complete the on-line information tabs on DWR's Grant Review and Tracking System (GRanTS). The GRanTS questionnaire requires information regarding the Applicant (Mound GSA), the Proposal name, objective, and budget, all project names included in the Proposal, start/end dates for each project and response to eight narrative questions regarding the project, proposal, and overall eligibility. In addition, information specific to each project such as budget, geographic and legislative information is required.

Subtask 2.2 Eligibility Criteria Self-Certification Form

KJ will assist in preparation and/or assembly of the authorization and eligibility documentation for this attachment. KJ will provide a draft of the required resolution to be adopted by the Board of Directors designating an authorized representative to submit the application and execute an agreement with the State for a SGMA Implementation Grant.

Subtask 2.3 General Project Description and Scope of Work

For each project to be included in the application, a Work Plan will be prepared including a summary of the tasks necessary to complete the project. In accordance with the PSP, the Work Plan includes descriptions of the major project tasks, anticipated deliverables for each task, and current status (% complete) by task for each project. The Work Plan is limited to four pages per project. Maps as appropriate will be developed and included in the Work Plan.

Item 9(b), Attachment B



Kennedy Jenks

Mr. Bryan Bondy

3 August 2022

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The Work Plan tasks will be consistent with the major tasks identified in the Budget, and Schedule. This will not exceed six (6) pages.

It is noted that all projects, including invoicing work, are to be completed on or before June 30, 2025.

Subtask 2.4 Budget

Based on information requested of, and provided by, each project proponent, the Budget will be prepared. KJ will provide an example detailed budget form as well as an example narrative that documents the development of the costs for each budget category. KJ will provide clear descriptions of eligible costs, funding match, and state funds for each project, and the overall grant proposal. KJ will review budget information provided for consistency with the Work Plan, and the Schedule. Using information provided, KJ will prepare the budget section (maximum of 2-pages) to comply with the format found in the PSP.

Subtask 2.5 Schedule

KJ will prepare a Gantt chart schedule for each project in the application. The schedules will be consistent with the Work Plan and Budget. They will show the start and end dates for each milestone and will illustrate any dependencies or predecessors by showing links between tasks. In addition, there will be a narrative describing how the schedule is realistic, reasonable, and accomplishable (maximum of 2-pages).

Subtask 2.6 Final Grant Application and Submittal

After revising materials based on Mound Basin staff comments, KJ will compile a complete application for a last review by the Mound Basin staff. Following staff review, KJ will submit the completed grant application to the DWR grant website (GRanTs). KJ will also prepare a summary memo for each project that describes the remaining steps or considerations necessary to complete the CEQA and permitting requirement in the event of grant award.

Task 2 Deliverables:

- Electronic copies of all draft application documents.
- Electronic copies of all final application documents.

SCHEDULE

Kennedy Jenks proposes to begin work on this project upon receipt of Notice to Proceed in order to submit the final application by 11/14/2022. Estimated timeframes to complete individual tasks are summarized in the table below. This schedule was developed based on the assumption that the grant solicitation will be opened by DWR in early October 2022; based on actions by DWR the schedule may need to be revised.



Kennedy Jenks
Mr. Bryan Bondy
3 August 2022
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Estimated Project Schedule

Task/Milestone	Date
Notice to Proceed	8/26/2022
Project specific information due to KJ	9/16/2022
Draft Application	10/10/2022
Final Application	11/1/2022
Application Submittal	11/14/2022

BASIS OF COMPENSATION

Kennedy Jenks proposes to provide that compensation for our services be on a time and expense reimbursement basis. Payments shall be made monthly based on invoices which describe services and list actual costs and expenses. Based on our estimate of services outlined above, we propose a not-to-exceed budget of \$14,945 as detailed in the attached fee estimate.

Thank you for considering us for this work. Please contact me if you have any questions. We look forward to assisting Mound Basin GSA in obtaining grant funding.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.

A handwritten signature in purple ink that reads "Meredith Clement".

Meredith Clement
Principal

Enclosures

cc: Lauren Everett-Smith

Client/Address: Mound Basin Groundwater Sustainability Agency
 PO Box 3544
 Ventura, CA 93006-3544

Contract/Proposal Date: August 3, 2022

Schedule of Charges

Date: August 3, 2022

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$140
Engineer-Scientist-Specialist 2	\$170
Engineer-Scientist-Specialist 3	\$190
Engineer-Scientist-Specialist 4	\$205
Engineer-Scientist-Specialist 5	\$225
Engineer-Scientist-Specialist 6	\$250
Engineer-Scientist-Specialist 7	\$275
Engineer-Scientist-Specialist 8	\$295
Engineer-Scientist-Specialist 9	\$310
CAD-Technician	\$130
Senior CAD-Technician	\$145
CAD-Designer	\$160
Senior CAD-Designer	\$175
Project Assistant	\$135
Administrative Assistant	\$115
Aide.....	\$90

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective August 2, 2022 through December 31, 2022. After December 31, 2022, invoices will reflect the Schedule of Charges currently in effect.

Item 9(b), Attachment B

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Mound Basin GSA
 PROJECT Description: Assistance with SGMA Implementation Grant
 Proposal/Job Number: _____ Date: 8/3/2022

January 1, 2021 Rates	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Project Assistant	Admin. Assist.	Aide	Total	KJ Labor	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:										Hours	Fees	10%				Fees
Hourly Rate:	\$275	\$245	\$220	\$205	\$190	\$165	\$130	\$110	\$90							
Task 1 Project Management																
Project Management	2	10						4		16	\$3,440	\$0	\$3,440	\$0	\$0	\$3,440
Task 1 - Subtotal	2	10	0	0	0	0	0	4	0	16	\$3,440	\$0	\$3,440	\$0	\$0	\$3,440
Task 2 Grant Application Preparation																
2.1 Grants Form		1			3					4	\$815	\$0	\$815	\$0	\$0	\$815
2.2 Eligibility Criteria Form		2			4					6	\$1,250	\$0	\$1,250	\$0	\$0	\$1,250
2.3 Project Description and Scopes of Work		6		2	12					20	\$4,160	\$0	\$4,160	\$0	\$0	\$4,160
2.4 Budget	2				10					12	\$2,450	\$0	\$2,450	\$0	\$0	\$2,450
2.5 Schedule	2				6					8	\$1,690	\$0	\$1,690	\$0	\$0	\$1,690
2.6 Final Grant Application and Submittal					6					6	\$1,140	\$0	\$1,140	\$0	\$0	\$1,140
Task 2 - Subtotal	4	9	0	2	35	0	0	0	0	50	\$10,365	\$0	\$10,365	\$0	\$0	\$10,365
All Phases Total	6	19	0	2	41	0	0	4	0	72	\$14,945	\$0	\$14,945	\$0	\$0	\$14,945