

## PLEASANT VALLEY WATER DISTRICT

### REIMBURSEMENT POLICY

#### A. Purpose of Policy

Pleasant Valley Water District, a California water district (hereinafter referred to as the “**District**”) is committed to providing services and assistance to landowners within the District to enhance irrigation water availability, conditions and improve the sustainability of the groundwater resources within the District. The District, as a public agency, may from time to time be a sponsor or otherwise assist private landowners within the District with projects to enhance the water conditions, availability and groundwater sustainability within the District. The District shall endeavor to support and assist with such projects if the District determines that it provides a substantial benefit to the District as a whole, regardless of whether certain landowners may benefit greater than others. It shall be District policy to support projects that bring additional water into the District and/or enhance the availability and conditions of the water available to the District. Nothing in this Policy shall supersede or otherwise limit the Board of Directors obligations and restrictions of Government Code Section 1090.

#### B. Board Approval

In the event a landowner (“landowner” shall refer to a landowner within the District) or group of landowners (whether organized officially into a legal entity or in some other fashion) require or desire the assistance of the District to implement, construct, install, obtain approval, or otherwise undertake a project to import water, store water, transport water into or throughout the District (not to include transporting water out of the District) or enhance the water conditions, availability, quantity or quality in the District, such landowner or landowners shall provide a written description (including maps if appropriate) of the project to be undertaken. The Board of Directors of the District will consider such project on a case by case basis at a public meeting of the Board of Directors. The Board may require and request additional information and obtain such information from the subject landowner(s). At a time when the Board determines that it has enough information to make an informed decision as to whether to support or not support such project (which shall generally be based on whether the project provides benefit to the District), the Board shall decide whether the District can provide support, or under what conditions the Board could provide support.

#### C. Deposit

In the event the participation or assistance of the District requires the District to expend money for any purpose, the District may require a deposit (“**Deposit**”) of money with the District to cover such costs. The amount of the Deposit will be determined by the Board of Directors, and may be increased or decreased from time to time by the Board, in its discretion. The Board may require a Deposit in an amount anticipated to cover all or a portion of the costs of the project to be incurred by the District. The

amount of the Deposit will be determined by review of a budget for the project developed by the landowner(s), but analyzed and verified by the District. The District shall be held harmless and the landowner(s) shall have no claim against the District related to any dispute about the amount of the Deposit to be required by the District.

D. Reimbursement

Notwithstanding any Deposit required by the District, the landowner(s) shall reimburse the District in full for all costs, fees and expenditures incurred related to the landowner(s) project, including but not limited to any engineering, studies, analysis, attorneys fees, permit and license fees, and any and all other fees and costs incurred by the District related to the project. Such reimbursement shall occur within 20 calendar days of the District invoicing the landowner(s) for the same. Notwithstanding Sections C and D of this Policy, the intention and goal of the District and the landowner(s) for any and all project undertaken pursuant to this policy is for the District to spend as little or no money out of pocket during the process of the project. At any time in which the landowner(s) can pay costs and fees that would otherwise be incurred by the District, the landowner(s) shall pay such costs and fees at the request of the District.

E. Cooperation

The District and landowner(s) shall cooperate to undertake the necessary studies, analysis, mapping, construction, repair, or any other activities related to the project. The landowner(s) shall provide all reasonably requested documentation and information related to the anticipated project to the District for determination as to whether the District will participate, cooperate or assist with the project in accordance with Section A above. Such cooperation may require the District to enter into contractual relationships with engineers, surveyors, vendors, contractors, or other third parties in furtherance of the project. In such event, the landowner(s) shall indemnify and hold the District harmless from any claims arising out of such contracts or relationships.

F. Reimbursement Agreement

The District and landowner(s) shall enter into a Reimbursement Agreement to provide the terms and requirements of the project, and the obligations of the landowner(s), including Deposits, reimbursement, indemnification obligations, and any and all other obligations of the landowner(s) and District.