PAJARO VALLEY WATER MANAGEMENT AGENCY

36 BRENNAN STREET • WATSONVILLE, CA 95076
TEL: (831) 722-9292 • FAX: (831) 722-3139
info@pvwater.org • https://www.pvwater.org

Board of Directors Meeting
October 15, 2025, 7:00 p.m.

City Council Chambers
275 Main Street, 4th Floor
Watsonville, CA

BOARD MEETING AGENDA

Agenda Item

Note: The Board may take action on any item listed on the agenda.

1. **Call to Order**

2. **Roll Call of the PV Water Directors:** Stephen Rider (Chair), Mary Bannister (Vice Chair), Bob Culbertson (Treasurer), Amy Newell, Tom Broz, Nolberto Hernandez, CJ Miller

3. **Pledge of Allegiance**

4. **Oral Communications**
   This time is set aside for members of the general public to address the Board of Directors on any item not on the Agenda, and that is within the subject matter jurisdiction of the Board of Directors. Each speaker is allotted up to 3 minutes. No action or discussion shall be taken on any item presented except that the Board may respond to statements made or questions asked or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters pertaining to the Board may be scheduled for discussion at a future meeting or referred to staff for clarification or a report, at the pleasure of the board.

5. **Director Comments**

6. **Counsel Report**

7. **General Manager Report**

8. **Consent Agenda**
   All items appearing on the Consent Agenda are recommended actions which are routine and will be acted upon as one consensus motion. Any items removed will be considered immediately after the consensus motion. The Board Chair will allow public input prior to the approval of the Consent Agenda.
   A. Approve September 17, 2025, Board Meeting Minutes
   B. Approve Financial Reports
   C. Approve Agreement with FISHBIO for Installation of a Passive Integrated Transponder (PIT) Tag Detection Array Related to Monitoring South-Central Coast Steelhead Passage College Lake Integrated Resources Management Project Weir in an Amount Not to Exceed $47,896

9. **Informational Items**
   A. Receive Projects & Programs Update

10. **Discussion and/or Action Items**
    A. Consider Adopting Resolution 2025-09, Amending PV Water's Organization Chart by Reclassifying the Senior Water Resources Hydrologist Position to Senior Hydrologist

1. Introduction by staff
2. Questions from Board
3. Public comment
4. Board discussion and deliberation
5. Board action

11. Monthly Reports/Presentations

A. Facility Operations Report
B. Board Committee Reports available at www.pvwater.org
C. Public Outreach Update

12. Correspondence

13. Future Meetings

A. Projects & Facility Operations Committee Meeting, Wednesday, October 29, 2025, 3:00 p.m., Water Resources Center, 500 Clearwater Lane, Watsonville
B. Administration & Finance Committee, Wednesday, November 12, 2025, 3:00 p.m., PV Water Conference Room, 36 Brennan St., Watsonville **Note special date due to Veterans Day*
C. Board of Directors Meeting, Wednesday, November 19, 2025, 7:00 p.m., City Council Chambers, 275 Main St., 4th Floor, Watsonville
D. Administration & Finance Committee, Tuesday, December 9, 2025, 3:00 p.m., PV Water Conference Room, 36 Brennan St., Watsonville
E. Projects & Facility Operations Committee Meeting, Wednesday, December 10, 2025, 3:00 p.m., Water Resources Center, 500 Clearwater Lane, Watsonville

Adjournment

NOTES

The City Council Chambers is an accessible facility. If you wish to attend a meeting and you will require assistance in order to attend and /or participate, please call the Agency at (831) 722-9292 in advance of the meeting and every effort made to accommodate your attendance and participation.

This agenda is subject to revision and maybe amended prior to the scheduled meeting. If amended, a Final Agenda to be posted at PV Water, 36 Brennan Street, Watsonville and at the location where meeting will be held, 72 hours prior to the meeting. Copies of the Final Agenda will be available at the Board Meeting. This Agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1900 (42 U.S.C. Sec. 12132) and the Ralph M. Brown Act (Cal. Govt. Code Sec. 54954.2). Persons requesting a disability-related modification or accommodation should contact PV Water Board Secretary at (831) 722-9292 during regular business hours at least 24 hours prior to the time of the meeting.

Agenda documents are available for review, on the Monday following posting of the agenda, in person at PV Water, 36 Brennan St. Watsonville, or on the website: https://www.pvwater.org/board-and-committees/director-agendas.php

Translation Services/Servicios De Traduccion

Spanish language translation is available on an as needed basis. Please make advance arrangements with the PV Water Board Secretary, 36 Brennan St. Watsonville, CA or by telephone (831) 722-9292.
Se proven servicios de interpretacion segun se necesiten. Sirvase contactar a la secretaria de Directiva de la Agencia para hacer preparativos.

Public Access to
Board of Directors Meeting

You can attend the meeting from your computer, tablet or smartphone (may require app).
By Computer:
https://www.gotomeet.me/PVWater/board-of-directors
By Phone:
United States (Toll Free): 1 (877) 309-2073 Access Code: 347-473-301#

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Board of Directors Meeting
September 17, 2025, 6:00 p.m.

City of Watsonville
Council Chambers
275 Main St., 4th Floor
Watsonville, CA

DRAFT BOARD MEETING MINUTES

1. **Call to Order:** The Regular Board Meeting of Pajaro Valley Water Management Agency was called to order at 6:02 p.m. by Chair Rider, at City of Watsonville Council Chambers, 275 Main Street, 4th Floor, Watsonville, California.

2. **Roll call of the PV Water Directors:**

Board Members Present:	Stephen Rider, Chair Mary Bannister, Vice Chair Bob Culbertson, Treasurer Amy Newell, Director Tom Broz, Director C.J. Miller, Director
Board Members Absent:	Nolberto Hernandez, Director
Staff Members Present:	Brian Lockwood, General Manager (GM) Nancy Trevino, Finance & Admin Services Manager (FASM) Corin Hammond, Executive Assistant/Board Secretary (EA/BS) Marcus Mendiola, Water Conservation and Outreach Specialist (WCOS)
Others Present:	Victoria Thompson, Agency Counsel (AC) Becky Steinbruner, Public Via Teleconference: Tom Rider, Public Kiersten Hoff, Public Alena Norcott, Consultant, ESA Gary Kittleson, Consultant, KEC Ellen Cross, Consultant, Strategy Driver, Inc. Ricky Gutierrez, Consultant, Carollo Engineers Jennifer Ivey, Consultant, Carollo Engineers

3. **Pledge of Allegiance:**

4. **Oral Communications:**
Becky Steinbruner requested that PV Water prepare a letter to the Santa Cruz Board of Supervisors in opposition to the proposed Seahawk Battery Emery Storage System (BESS) at 90 Minto Road, Watsonville, citing potential safety concerns, the proximity of the site to College Lake, and the use of 17 acres of agricultural land.

5. **Closed Session:**

Open Session Resumed at 7:09 p.m.

Report on Closed Session:
Council Thompson (AC) provided a summary of the closed session.

A. **Conference with Real Property Negotiators – (Cal. Gov't Code §54954.5 & 54956.8)**
Property APN's & Owners, WSS-MARR
No reportable action.

B. **Conference with Legal Counsel – Anticipated Litigation**
Initiation of Litigation Pursuant to Gov't Code § 54956.9(d)(4)
(*3 potential cases)*
The Board voted unanimously to give staff the ability to further find a solution and if not successful, file litigation

6. **Director Comments:**
Chair Rider thanked attendees for their participation in the Santa Cruz County Fair.

Director Newell shared that she listened to KAZU's recent report on nitrate contamination in the Salinas Valley and expressed concern. The report is available online here:
Farm fertilizers contaminate thousands of wells in the Salinas Valley | 90.3 KAZU
https://www.kazu.org/kazu-news/2025-09-03/farm-fertilizers-contaminate-thousands-of-wells-in-the-salinas-valley

7. **Counsel Report:** None

8. **General Manager Report:**
GM Lockwood attended the Central Coast Climate Workshop on September 9, 2025, at Moss Landing Marine Labs. The workshop was co-hosted by the Monterey Bay Climate Adaptation Action Network (MBCAAN) and the Wetlands for Climate Partnership. Many partner agencies presented work pertaining to climate resilience within the Monterey Bay area. Today, GM Lockwood, along with PV Water staff, met with staff from the United States Government Accountability Office (GAO), regarding the Water Infrastructure Finance and Innovation Act (WIFIA). PV Water staff took the GAO representatives on a tour of the College Lake Project, which received WIFIA funding. Lastly, Associate Hydrologist Meusel and GM Lockwood participated in a series of meetings with the Land Trust of Santa Cruz County, the US Army Corps of Engineers (USACE), and Santa Cruz County staff regarding the Watsonville Slough Estuary Restoration Project. PV Water staff submitted a comment letter to the USACE on this matter.

GM Lockwood introduced PV Water's newest team member, EA/BS, Corin Hammond.

9. **Consent Agenda**
A. Approve August 20, 2025, Board Meeting Minutes

B. Approve Financial Reports

Action: Director Miller moved to approve the Consent Agenda as presented; seconded by Director Bannister.

Motion carried by the following voice vote:

AYES:	Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES:	None
ABSENT:	Hernandez
ABSTAIN:	None

10. Informational Items

A. Receive Project and Programs Update

GM Lockwood provided status updates on the Multi-Benefit Land Repurposing Program (MLRP), which is funded by the Department of Conservation, and the Pajaro River Watershed Resilience Pilot Program, which is funded by the Department of Water Resources (DWR). He reported on the College Lake Project including the Treated Water Pipeline Project contract closeout negotiations, environmental monitoring activities, and the Adaptive Management Plan implementation. GM Lockwood concluded with a brief update on the Watsonville Slough System Managed Aquifer Recharge & Recovery Projects and the Sustainable Groundwater Management Act (SGMA) Well Monitoring Network Expansion. Details are available in the staff report.

11. Discussion and/or Action Items

A. <u>Consider Actions Pertaining to the Fiscal Year 2025-26 Rate Setting Effort:</u>

A1. Agreement with Carollo Engineers for Fiscal Year 2025-26 Rate Setting Effort in an Amount Not to Exceed $223,000.

GM Lockwood reported that the proposed agreement is a key component of the overall effort. Carollo Engineers has prior experience developing PV Water's Cost of Service studies and will build from existing tools (models/text) in support of this effort. Jennifer Ivey will serve as Carollo's financial lead on the project and will be supported by engineers Ricky Gutierrez and Paul Friedlander. Carollo's detailed scope and budget is including the agreement (see page 42 of the agenda packet).

A2. Agreement with Strategy Driver, Inc., for Fiscal Year 2025-26 Rate Setting Effort – Meeting Facilitation Services, in an Amount Not to Exceed $25,000

GM Lockwood reported that Strategy Driver, Inc., will facilitate the Ad Hoc Rate Setting Committee meetings. The first two workshops are recommended to be held in person.

A3. Agreement with NHA Advisors, LLC, for Fiscal Year 2025-26 Rate Setting Effort – Municipal Financial Advisory Services, in an Amount Not to Exceed $25,000

GM Lockwood reported that NHA Advisors, LLC, will assist staff and Carollo Engineers by providing information pertaining to PV Water's existing and anticipated long-term debt. NHA assisted PV Water in issuing the 2024 Certificates of Participation and the WIFIA loans that support ongoing capital projects.

Action: Vice Chair Bannister moved to approve Actions A1 through A3 Pertaining to the Fiscal Year 2025-26 Rate Setting Effort; seconded by Director Culbertson.

Motion passed by the following voice vote:

AYES: Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES: None
ABSENT: Hernandez
ABSTAIN: None

A4. Appoint Three (3) Directors to Serve on the Ad Hoc Rate Setting Committee Appointment:
Following roundtable discussion, Directors Miller, Broz, and Chair Rider volunteered to serve on the Committee.

Action: Director Newell moved to appoint Directors CJ Miller, Tom Broz, and Stephen Rider to serve on the Ad Hoc Rate Setting Committee; seconded by Director Bannister.

Motion passed by the following voice vote:

AYES: Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES: None
ABSENT: Hernandez
ABSTAIN: None

B. <u>Consider Actions Pertaining to the College Lake Integrated Resources Management Project:</u>

B1. Accept and File College Lake Project Adaptive Management Plan Annual Report for Water Year 2024, Pre-Operations
GM Lockwood summarized the Adaptive Management Plan Annual Report for Water Year 2024, Pre-Operations. He reported that that Projects and Facilities Operations Committee received a presentation on the report during its August 27, 2025, meeting; members of the former Ad Hoc Adaptive Management Plan Committee had been invited to attend. The Committee voted in favor of recommending the Board accept and file the report, which is included in the Agenda Packet, beginning on page 67.

Action: Treasurer Culbertson moved to Accept and File College Lake Project Adaptive Management Plan Annual Report for Water Year 2024, Pre-Operations; seconded by Director Broz.

Motion carried by the following voice vote:

AYES: Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES: None
ABSENT: Hernandez
ABSTAIN: None

B2. Agreement with SWCA for College Lake Project Adaptive Management Plan Vegetation, Biological, and Cultural Resources Surveys in an Amount Not to Exceed $491,321 through June 30, 2030
GM Lockwood reported that staff propose the Board retain SWCA Environmental Consultants to continue providing environmental support for the College Lake Project.

Having supported the Project since 2022, SWCA would now focus on post-construction services, including continued vegetation surveys, biological, and cultural monitoring and reporting. The proposed agreement includes 5-years of services.

Action: Vice Chair Bannister moved to approve Agreement with SWCA for College Lake Project Adaptive Management Plan Vegetation, Biological, and Cultural Resources Surveys in an Amount Not to Exceed $491,321 through June 30, 2030; seconded by Director Newell.

AYES:	Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES:	None
ABSENT:	Hernandez
ABSTAIN:	None

B3. Agreement with Watsonville Wetlands Watch for College Lake Project Adaptive Management Plan Vegetation Management Services and Compensatory Mitigation Plan Compliance Services in an Amount Not to Exceed $100,000

GM Lockwood noted the value of partnering with Pajaro Valley local nonprofit, Watsonville Wetlands Watch (WWW), to implement the College Lake Project's Compensatory Mitigation Plan and Adaptive Management Plan. WWW plans to leverage local grants to involve youth in the work. WWW will begin with vegetation management activities in those areas as defined as high priority in the Adaptive Management Plan, Water Year 2024 Pre-Operations Annual Report. Director Broz recommended early outreach to growers to support future agricultural use.

Action: Director Newell moved to approve the Agreement with Watsonville Wetlands Watch for College Lake Project Adaptive Management Plan Vegetation Management Services and Compensatory Mitigation Plan Compliance Services in an Amount Not to Exceed $100,000; seconded by Vice Chair Bannister.

Motion passed by the following voice vote:

AYES:	Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES:	None
ABSENT:	Hernandez
ABSTAIN:	None

C. <u>Consider Directing Staff to Advertise for Competitive Bids for the Supplemental Well No. 3 Improvements Project, 30-62:</u>

GM Lockwood summarized the Supplemental Well No. 3 Improvements Project, 30-62, and requested Board authorization to solicit bids for the Project. The engineer's estimate is $2,082,954, with about 20% of costs expected this fiscal year. A budget amendment to reallocate funds from the College Lake Project to this project will be proposed for Board consideration on November 12, 2025.

Action: Director Newell moved to approve directing Staff to Advertise for Competitive Bids for the Supplemental Well No. 3 Improvements Project, 30-62; seconded by Vice Chair Bannister.

Motion carried by the following voice vote:

AYES:	Rider, Bannister, Culbertson, Newell, Broz, Miller
NOES:	None
ABSENT:	Hernandez
ABSTAIN:	None

12. Monthly Reports/Presentations

A. Facility Operations Report
B. Board Committee Reports available at www.pvwater.org
C. Public Outreach Update
WCOS Mendiola reported the Santa Cruz County Fair was a great success, highlighting strong community engagement, a well-received booth, school outreach on Thursday morning, and participation in the pie contest.

13. Correspondence

14. Future Meetings

A. Projects & Facility Operations Committee Meeting, Wednesday, September 24, 2025, 3:00 p.m., Water Resources Center, 500 Clearwater Lane, Watsonville
B. Administration & Finance Committee, Tuesday, October 7, 2025, 3:00 p.m., PV Water Conference Room, 36 Brennan St., Watsonville
C. Board of Directors Meeting, Wednesday, October 15, 2025, 7:00 p.m., City Council Chambers, 275 Main St.,4th Floor, Watsonville
D. Projects & Facility Operations Committee Meeting, Wednesday, October 29, 2025, 3:00 p.m., Water Resources Center, 500 Clearwater Lane, Watsonville

15. Future Agenda Items

Adjourned at 8:19 p.m.

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Corin Hammond, Board Secretary **Date Approved**

PAJARO VALLEY WATER MANAGEMENT AGENCY

Account Activity Report per Bank Statement

	Date	Deposits	Withdrawals	Balance
CLEARING ACCOUNT - Mechanics				
Beginning Balance	8/1/2025			$285,633
Cash Receipts		1,231		
Disbursements			3,291,502	
Transfers		3,154,944		
Bank Fees				
Ending Balance	8/31/2025			$150,306
GENERAL FUND10-MMA Mechanics				
Beginning Balance	8/1/2025			$1,915,976
Cash Receipts		8,992		
Transfers		149,046	37,806	
Interest Earned		7,065		
Bank Fees				
Ending Balance	8/31/2025			$2,043,274
GENERAL FUND 10 - LAIF				
Beginning Balance	8/1/2025			$2,448,665
Transfers				
Interest Earned				
Ending Balance	8/31/2025			$2,448,665
GENERAL FUND 20 - LAIF				
Beginning Balance	8/1/2025			$8,991,557
Transfers				
Interest Earned				
Ending Balance	8/31/2025			$8,991,557
SPECIAL REVENUE FUND 20-ACH Clearing Acct Mechanics				
Beginning Balance	8/1/2025			$0
Cash Receipts		943,802		
Sweep/Transfers			943,802	
Disbursments/ACH-Wire				
Bank Fees				
Ending Balance	8/31/2025			$0
SPECIAL REVENUE FUND 20-Operating Mechanics				
Beginning Balance	8/1/2025			$51,473
Cash Receipts		3,977,446		
Transfers		943,802	4,941,185	
Disbursments/ACH-Wire				
Bank Fees			4,517	
Interest Earned				
Ending Balance	8/31/2025			$27,019
SPECIAL REVENUE Fund 20 Cash Mgmt-FUND20MMN Mechanics				
Beginning Balance	8/1/2025			$14,112,680
Transfers		4,285,000	2,610,000	
Disbursments/ACH-Wire				
Bank Fees				
Interest Earned		51,538		
Ending Balance	8/31/2025			$15,839,218
Certificate of Deposit - DWR Loan Reserve Mechanics Fund 40				
Beginning Balance	8/1/2025			$283,565
Interest Earned		842.93		
Ending Balance	8/31/2025			$284,408
Certificate of Deposit - SRF-D1501023				
Beginning Balance	8/1/2025			$83,034
Transfers				
Interest Earned				
Ending Balance	8/31/2025			$83,034

Prior Month Ending Cash Balance:	Total Deposits:	Total Withdrawals:	Month End Cash Balance:
28,172,583	13,523,710	11,828,811	29,867,481
Cash Transfers	8,532,793	8,532,792	0
Actual Cash Receipts/Disbursements	4,990,917	3,296,019	

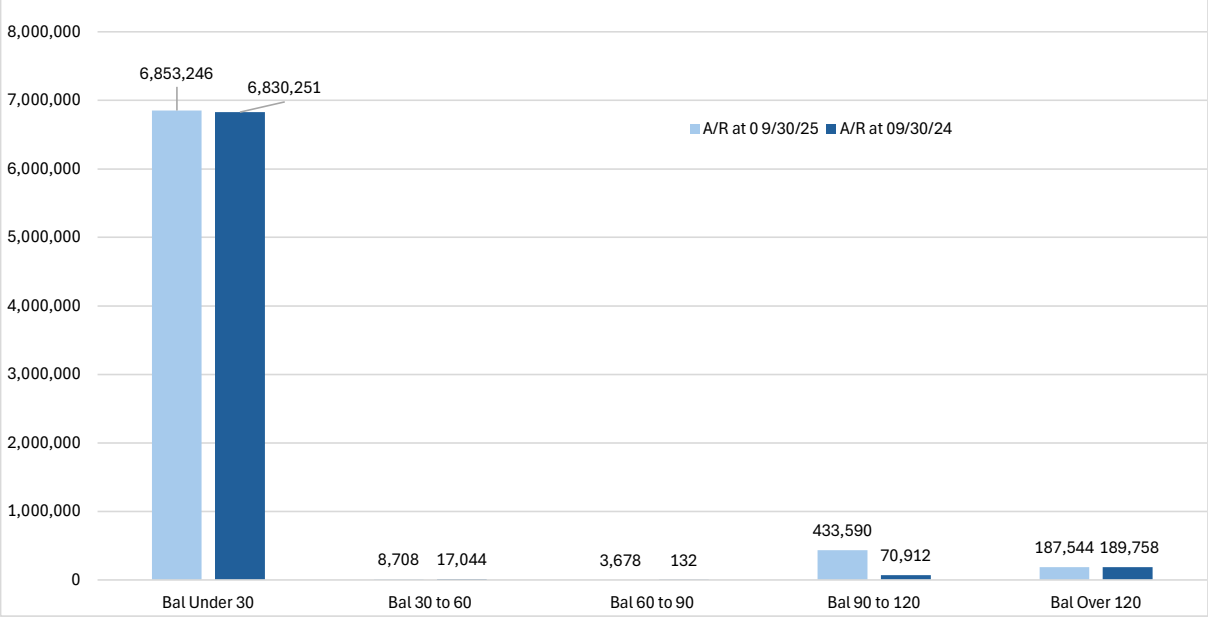
PAJARO VALLEY WATER MANAGEMENT AGENCY
INVESTMENT REPORT
ALL FUNDS
August 31, 2025

Description	Current Yield	Investment	% of Total Portfolio	Weighted Yield
Mechanics Clearing Account	0.00%	**$150,306**	0.50%	0.00%
General Fund 10				
Mechanics General Fund 10 Money Market Account	4.52%	2,043,274	6.84%	0.31%
Local Agency Investment Fund	4.40%	2,448,665	8.20%	0.36%
		$4,491,939		
Special Revenue Fund 20				
Mechanics Special Revenue Fund 20-ACH Clearing Account	0.00%	0	0.00%	0.00%
Mechanics Special Revenue Fund 20 Operating Account	0.00%	27,019	0.09%	0.00%
Mechanics Special Revenue Fund 20 Money Market Account	4.52%	15,839,218	53.03%	2.40%
Local Agency Investment Fund	4.40%	8,991,557	30.10%	1.32%
		$24,857,794		
Long Term Debt Fund 40				
Mechanics Certificate of Deposit DWR Loan Reserve	3.50%	$284,408	0.95%	0.03%
Mechanics Certificate of Deposit SRF-D1501023	3.50%	$83,034	0.28%	0.01%
		367,443		
	Total:	**$29,867,481**	**100.0%**	

Total Funds Reserved	367,443
Total Funds Invested	29,322,714
Total Funds Non-Interest Bearing	177,325
Total Funds	**$29,867,481**
Total Available Funds	29,500,039
Cash Reserve Policy Requirements (PV Water)	7,360,000
Surplus (Deficit) of Funds	**$22,140,039**

PV Water
Accounts Receivable Aging 3 Month Trend
As of 09/30/2025

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	7,486,765	6,853,246	8,708	3,678	433,590	187,544
Credits	(10,759)					
Total Accounts Receivable at 09/30/25	7,476,006					
Accounts Receivable before credits	7,108,096	6,830,251	17,044	132	70,912	189,758
Credits	(1,378)					
Total Accounts Receivable at 09/30/24	7,106,719					
Accounts Receivable before credits	875,564	11,022	44,237	630,392	4,799	185,115
Credits	(8,065)					
Total Accounts Receivable at 08/31/25	867,499					
Accounts Receivable before credits	1,844,021	123,695	1,528,917	4,853	15,301	171,256
Credits	(11,136)					
Total Accounts Receivable at 07/31/25	1,832,886					



Accounts Payable

Checks by Date - Detail by Check Date

User: Priscilla
Printed: 9/19/2025 2:19 PM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	S2201	SPRINGBROOK HOLDING CO. LLC	09/05/2025	
	CONF#241368997	Springbrook Conference Registration fee/Trans#250664617 for 8/25		2,685.00
			Total for this ACH Check for Vendor S2201:	2,685.00
ACH	A1250	AFLAC- FLEX ONE	09/05/2025	
	EE Deferrals	EE PR Deferrals		646.58
			Total for this ACH Check for Vendor A1250:	646.58
ACH	A300	ACWA/JPIA	09/05/2025	
	Inv0707090	EE PR Deferrals		38,871.53
			Total for this ACH Check for Vendor A300:	38,871.53
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	09/05/2025	
	EE Deferrals	EE PR Deferrals		5,250.00
			Total for this ACH Check for Vendor N125:	5,250.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	09/05/2025	
	EE Deferrals	ER/EE Retirement Contributions		12,360.26
	EE Retirement Contrib	EE PR Deferrals		1,595.99
			Total for this ACH Check for Vendor P1300:	13,956.25
ACH	P555	PVWMA-Cafeteria Account	09/05/2025	
	EE Deferrals	EE PR Deferrals		1,290.44
			Total for this ACH Check for Vendor P555:	1,290.44
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	09/05/2025	
	EE Deferrals_AV Term	ER/EE Retirement Contributions		280.19
			Total for this ACH Check for Vendor P1300:	280.19
46221	C1580	SPECTRUM BUSINESS COMMUNICATIONS	09/05/2025	
	0124982082025	76 Holohan/Internet/Communication for 8/20 to 9/19/25		196.23
			Total for Check Number 46221:	196.23
46222	C1580	SPECTRUM BUSINESS COMMUNICATIONS	09/05/2025	
	0154296082325	36 Brennan Line & Internet Services for 8/23 to 9/22/25		606.25
			Total for Check Number 46222:	606.25
46223	C1780	CORRALITOS ELECTRIC SERVICE	09/05/2025	
	25531-1	Electrical Maint. CDS Emergency due to Tractor Damage for 8/25		272.00
			Total for Check Number 46223:	272.00
46224	C960	CARDIFF PEST CONTROL INC	09/05/2025	
	0159776	36 Brennan Pest control quarterly for 8/20/25		110.00
	0159926	76 Holahan Pest control quarterly for 8/20/25		135.00
			Total for Check Number 46224:	245.00

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
46225	G190	GREEN RUBBER KENNEDY AG. INC.	09/05/2025	
	W-591180	CLP Antiflow Drainage Parts for 8/25		372.28
			Total for Check Number 46225:	372.28
46226	L555	LIGHTHOUSE APPLIANCE REPAIR	09/05/2025	
	2064	Cooktop Replacement at 116 Holohan for 8/25		550.24
			Total for Check Number 46226:	550.24
46227	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	09/05/2025	
	250730-041	Water Samples Surface for 7/30/25		2,870.00
	250812-089	Water Samples CL-Surface for 8/12/25		2,451.00
	250813-087	Water Samples Groundwater for 8/13/25		204.00
	250825-055	Water Samples CDS for 8/25/25		74.00
			Total for Check Number 46227:	5,599.00
46228	M1865	MONTGOMERY & ASSOCIATES INC	09/05/2025	
	9090-25-2A	M&A Review & Comm. w/DWR on GSU22 Review for 7/25		2,216.00
			Total for Check Number 46228:	2,216.00
46229	M2300	McCROMETER, INC.	09/05/2025	
	621881	Meter Parts Telemetry Project for 8/25		1,423.79
			Total for Check Number 46229:	1,423.79
46230	M355	MBWWA	09/05/2025	
	ANNUAL TRAINING	Annual training for Field Ops Staff		250.00
			Total for Check Number 46230:	250.00
46231	O217	OFFICE AND HOME CLEANING SERVICES	09/05/2025	
	2926	36 Brennan Mo. Office Housekeeping for 8/25		700.00
	2927	76 Holohan Mo. Housekeeping for 8/25		700.00
			Total for Check Number 46231:	1,400.00
46232	P1160	MIKE PODLECH	09/05/2025	
	2663	CL Fisheries Support Prof. Services for 7/1 to 8/31/25		900.00
			Total for Check Number 46232:	900.00
46233	P180	PENINSULA MESSENGER LLC	09/05/2025	
	1477143	Monthly RaboBank Courier for 8/25		139.00
			Total for Check Number 46233:	139.00
46234	P400	PVI PAJARO VALLEY IRRIGATION, INC.	09/05/2025	
	INV200080679	Meter Replacement #997 for 8/25		298.63
			Total for Check Number 46234:	298.63
46235	P510	PAJARO VALLEY PRINTING	09/05/2025	
	49727	2500 Self Seal Window/Regular/Ret. Envelopes for 8/25		982.26
			Total for Check Number 46235:	982.26
46236	P629	PASILLAS TIRE SERVICES, INC	09/05/2025	
	48396	Veh#13 New Tires for 8/25		1,000.00
			Total for Check Number 46236:	1,000.00

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
46237	P800	PG & E	09/05/2025	
	0688235687-3	Service at 76 Holohan Rd for 7/21 to 8/18/25		221.27
	2926809320-9	Service at 36 B Brennan St for 7/22 to 8/19/25		263.20
	3771390038-1	Service at Jensen Rd #3 for 7/18 to 8/17/25		30.64
	4291054495-8	Service at 475 San Andreas Rd for 7/21 to 8/18/25		3,841.80
	5290624576-7	Service at 2240 Beach Rd for 7/18 to 8/17/25		25.14
	5916054391-0	Service at 187C San Andreas Rd for 7/21 to 8/18/25		6,666.91
			Total for Check Number 46237:	11,048.96
46238	R400	THE PAJARONIAN	09/05/2025	
	2083	Register Pajaronian Annual Subscription thru 9/1/25		75.00
			Total for Check Number 46238:	75.00
46239	S1405	SC FUELS INC	09/05/2025	
	1093830	Agency Vehicles Fuel for 8/15 to 8/31/25		283.46
			Total for Check Number 46239:	283.46
46240	S1681	SHAMROCK OFFICE SOLUTIONS	09/05/2025	
	4454338-CAL	Upstairs/Cont#7483-01/usage/BW & Clr for 8/2 - 9/1/25		15.94
	4455419-CAL	76 Holohan/Cont#CN32691-01 usage/BW & Cl for 8/2 - 9/1/25		23.84
	4456285-CAL	36 Brennan/Cont./CN37907-01/usage/BW & Clr for 8/1 - 8/31/25		187.41
			Total for Check Number 46240:	227.19
46241	T300	TRIAXIAL DATA SYSTEMS	09/05/2025	
	1205	Parcel Record Update/ June Billing Changes for 8/25		2,500.00
			Total for Check Number 46241:	2,500.00
46242	T320	TIMES PUBLISHING GROUP, INC	09/05/2025	
	47718	SC Co. Fair Guide 2025 1/2 page ad for 8/25		950.00
			Total for Check Number 46242:	950.00
46243	T345	THE HOME DEPOT CREDIT SERVICES	09/05/2025	
	9625522/2626403	Ribbon Cutting CL/CDS/CL WTP for 8/25		791.84
			Total for Check Number 46243:	791.84
46244	UB*00695	APTOS BERRY FARMS INC	09/05/2025	
		Refund Check 025626-000		13,859.61
			Total for Check Number 46244:	13,859.61
46245	W400	CITY OF WATSONVILLE UTILITIES	09/05/2025	
	CUST#602389	Office Monthly Utilities for 7/17 to 8/13/25		193.31
			Total for Check Number 46245:	193.31
46246	W80	WAGEWORKS INC.	09/05/2025	
	INV8172572	Mo. Admin & Compliance Fee for 8/25		128.00
			Total for Check Number 46246:	128.00
46247	Z100	ZAG TECHNICAL SERVICES, INC.	09/05/2025	
	304029	IT-Mo. Subs./Base Retention Agreement-Datto Cloud for 8/25		970.80
	304142	IT-Professional Support Agreement for 8/25		663.75
	304198	IT-Contract Mo.Subs/Agreement MS-365 Bus.P.for 8/25		384.00
	304275	IT-Professional Support Agreement for 8/25		1,152.00
			Total for Check Number 46247:	3,170.55
			Total for 9/5/2025:	112,658.59

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	A1250	AFLAC- FLEX ONE	09/19/2025	
	EE Deferrals	EE PR Deferrals		646.58
			Total for this ACH Check for Vendor A1250:	646.58
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	09/19/2025	
	EE Deferrals	EE PR Deferrals		5,250.00
			Total for this ACH Check for Vendor N125:	5,250.00
ACH	p1300	PERS-Fiscal Services Division Cashier Unit	09/19/2025	
	100000018034944	Annual GASB 68 Reports for Classic Membership		350.00
	EE Deferrals	ER/EE Retirement Contributions		12,682.06
	EE Retirement Contrib	EE PR Deferrals		1,595.99
			Total for this ACH Check for Vendor P1300:	14,628.05
ACH	P555	PVWMA-Cafeteria Account	09/19/2025	
	EE Deferrals	EE PR Deferrals		1,290.44
			Total for this ACH Check for Vendor P555:	1,290.44
ACH	C1099	CAROLLO ENGINEERS INC	09/19/2025	
	FB71842	WSR System Projects Design thru 8/31/25		5,525.25
	FB71909	CL Integrated Res. Mgmt. Design (BMP) thru 8/31/25		143,025.21
			Total for this ACH Check for Vendor C1099:	148,550.46
ACH	C571	CALIFORNIA BANK OF COMMERCE	09/19/2025	
	91602-27R	Escrow#1159045 Ret.CL Pro #30-39-501-for 7/1 - 7/31/25		6,784.18
			Total for this ACH Check for Vendor C571:	6,784.18
ACH	F365	FIRST AMERICAN TITLE COMPANY	09/19/2025	
	APN#052-551-01	WSS-MARR Project File# 4408-7054283 for 8/25		11,818.55
			Total for this ACH Check for Vendor F365:	11,818.55
ACH	J301	JACOBS ENGINEERING GROUP INC.	09/19/2025	
	W8Y08701-026	CL Pipeline Eng.Serv.during Const. for 5/24 - 8/22/25		17,804.20
			Total for this ACH Check for Vendor J301:	17,804.20
ACH	M1872	MICROSOFT	09/19/2025	
	E0400X8H5L	IT-Online Hydrology 365 Support for 8/17 - 9/16/25		12.50
			Total for this ACH Check for Vendor M1872:	12.50
ACH	M1875	MICROSOFT AZURE	09/19/2025	
	E0600XAX3R	IT-Support/Pay as you go for 7/12 - 8/11/25		14.98
			Total for this ACH Check for Vendor M1875:	14.98
ACH	M2213	MOUNTAIN CASCADE, INC.	09/19/2025	
	91602-27	CL/Contr$44,989,854 Project#30-39-501 for 7/1 - 7/31/25		128,899.36
			Total for this ACH Check for Vendor M2213:	128,899.36
ACH	R305	RINCON CONSULTANTS, INC	09/19/2025	
	68271	Proj#24-16204 River Watershed Resilience for 7/1 - 7/31/25		169,904.28
			Total for this ACH Check for Vendor R305:	169,904.28
ACH	F365	FIRST AMERICAN TITLE COMPANY	09/19/2025	
	File44087054260	Closing Funds/Easement APN-052-211-26 WSS-MARR for 9/25		9,610.00
	File44087068183	Closing Funds/Easement APN-052-211-12,14,15 WSS-MARR for 9/25		14,386.30
	File44087287496	Closing Funds/Easement 052-551-05 & 052-211-09,23,24 WSS-MARR for 9/25		13,760.75
			Total for this ACH Check for Vendor F365:	37,757.05

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
46249	A190	ACE HARDWARE OF WATSONVILLE INC	09/19/2025	
	41075 thru 239646	Field supplies for 8/25		141.44
			Total for Check Number 46249:	141.44
46250	A850	AVAYA FINANCIAL SERVICES.	09/19/2025	
	47747651	Phone/VM Lease Agreement for 9/1 - 9/30/25		435.12
			Total for Check Number 46250:	435.12
46251	A910	ATCHINSON,BARISONE,CONDOTTI	09/19/2025	
	34885	General Legal Matters for 8/1 - 8/31/25		234.45
			Total for Check Number 46251:	234.45
46252	C103	CBEC ECO ENGINEERING LLP	09/19/2025	
	50530	CL Hydrologic & Water Q Monitoring WY2025/2026 for 7/26 - 8/22/25		10,500.00
			Total for Check Number 46252:	10,500.00
46253	C1617	CHEMTRADE CHEMICALS US LLC	09/19/2025	
	90294402	CLP Chemicals Coagulant Alum for 9/25		4,661.78
			Total for Check Number 46253:	4,661.78
46254	D310	UNITED STATES GEOLOGICAL SURVEY	09/19/2025	
	90121766	USGS Data Collection & Analysis Sustainability for 4/1 - 6/30/25		19,381.00
			Total for Check Number 46254:	19,381.00
46255	F199	C.J. BROWN & COMPANY CPAS	09/19/2025	
	250872	Progress Billing on Audit for FY24.25 for 8/25		430.00
			Total for Check Number 46255:	430.00
46256	F360	FIRST ALARM, INC	09/19/2025	
	909342	Brennan & Holohan Qrtly Alarm Services for 10/1 to 12/31/25		963.93
			Total for Check Number 46256:	963.93
46257	G195	GREENWASTE RECOVERY LLC	09/19/2025	
	0008361374	76 Holohan Green Waste Acc#219557 for 8/25		115.53
			Total for Check Number 46257:	115.53
46258	K310	KITTLESON ENVIRONMENTAL CONSULTING	09/19/2025	
	025.47	PVWMA 2025 Biological Consulting for 6/12 - 8/31/25		5,453.60
			Total for Check Number 46258:	5,453.60
46259	M1010	MAGNOLIA GARDENING INC	09/19/2025	
	37211	76 Holohan Building Mo. Landscape Maint. for 9/25		90.00
	37281	36 Brennan Building Mo. Landscape Maint. for 9/25		100.00
			Total for Check Number 46259:	190.00
46260	M1086	MILLER MAXFIELD, INC.	09/19/2025	
	0825PV	Ribbon Cutting Swag & Media Outreach/Support for 8/25		22,341.90
			Total for Check Number 46260:	22,341.90
46261	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	09/19/2025	
	250812-085	Water Samples CL-Surface for 8/12/25		1,512.00
	250903-082	Water Samples CDS for 9/3/25		170.00
	250908-063	Water Samples CDS for 9/8/25		170.00
			Total for Check Number 46261:	1,852.00

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
46262	O411	O'REILLY AUTO PARTS	09/19/2025	
	2912-177742	CL Field supplies for 9/25		17.55
	3446-295241	Vehicle #12 Service Truck Parts/Maint for 9/25		72.96
			Total for Check Number 46262:	90.51
46263	P500	PAJARO VALLEY LOCK SHOP LLC	09/19/2025	
	139502	36 Brennan St Lobby Door Battery Change for 8/25		150.00
			Total for Check Number 46263:	150.00
46264	P651	DAVID PARRA	09/19/2025	
	WORK BOOTS	Work Boots for David Parra for 9/25		268.85
			Total for Check Number 46264:	268.85
46265	P800	PG & E	09/19/2025	
	1787734656-3	Service at 1859 Beach rd/BW-2 for 8/7 to 9/7/25		15,985.49
	3422109179-5	Service at 76 Holohan STE B Rd for 8/5 to 9/3/25		33,886.44
	6238266992-7	Service at 32 Holohan Rear for 8/5 to 9/3/25		5,636.87
	9214983032-2	Service at 1931 Beach rd/BW-1 for 8/7 to 9/7/25		537.12
	9218085363-9	Service at 162 San Andreas Rd/HSP Pump for 8/7 to 9/7/25		649.60
	9968544374-1	Service at 36 Brennan St for 8/7 to 9/7/25		760.13
			Total for Check Number 46265:	57,455.65
46266	R40	CARDMEMBER SERVICE	09/19/2025	
	AUG2025	Agency Credit Card Purchases		4,512.27
			Total for Check Number 46266:	4,512.27
46267	R790	ROYAL OAKS AUTO REPAIR INC	09/19/2025	
	60788	Veh #16 Flat Tire Repair For 8/25		25.00
			Total for Check Number 46267:	25.00
46268	S1405	SC FUELS INC	09/19/2025	
	1101313	Agency Vehicles Fuel for 9/1 to 9/15/25		692.10
			Total for Check Number 46268:	692.10
46269	S1681	SHAMROCK OFFICE SOLUTIONS	09/19/2025	
	4465009	36 Brennan/Toner Shipment for 9/25		15.00
			Total for Check Number 46269:	15.00
46270	S1900	SOIL CONTROL LAB, INC.	09/19/2025	
	5080353	Soil Monitoring Lab for 8/25		1,602.00
	5080354	Soil Monitoring Lab for 8/25		1,068.00
			Total for Check Number 46270:	2,670.00
46271	S2611	STEPHEN & PAMELA STORRS	09/19/2025	
	10/1 to 9/20/25	Recharge Net Metering Prgm Rebate for 10/1 - 9/30/24		755.00
			Total for Check Number 46271:	755.00
46272	S2915	STURDY OIL COMPANY	09/19/2025	
	276702	Food Grade Mineral Oil for Drawdown Test for 9/25		113.69
			Total for Check Number 46272:	113.69
46273	T115	TECHNO FLO SYSTEMS	09/19/2025	
	51307	Meter Parts for 8/25		59.57
			Total for Check Number 46273:	59.57

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
46274	T345	THE HOME DEPOT CREDIT SERVICES	09/19/2025	
	9523329-221390	CL Office, Field & Hydro Supplies for 8/25		137.52
			Total for Check Number 46274:	137.52
46275	U185	U.S. BANK EQUIPMENT FINANCE	09/19/2025	
	563877679	Cont#500-0753851-36 Brennan Copier for 8/30 to 9/30/25		175.85
	563877802	Contr#500-0703068 76 Holohan copier for 8/30 to 9/31/25		160.14
			Total for Check Number 46275:	335.99
46276	U415	UNIVAR SOLUTIONS	09/19/2025	
	53291442	CL Chemicals, Testing Project Phase Sodium for 9/25		15,057.07
			Total for Check Number 46276:	15,057.07
46277	V369	VERIZON WIRELESS	09/19/2025	
	6122375966	Agency Personnel Cell Ph/Acc#270929573 for 8/2 - 9/1/25		568.41
			Total for Check Number 46277:	568.41
46278	Z100	ZAG TECHNICAL SERVICES, INC.	09/19/2025	
	304334	IT-Professional Support Agreement for 8/25		900.00
	304392	IT-PS Managed Computer/Server for 9/25		2,360.00
	304423	IT-Monthly Agreement-KnowBe4 Security Awarness for 9/25		164.88
	304449	IT-Mo. Subs./base retention Agreement-Datto Cloud for 9/25		970.80
	304482	IT-Professional Support Agreement for 9/25		733.10
			Total for Check Number 46278:	5,128.78
			Total for 9/19/2025:	698,096.79
ACH	T359	THE STANDARD INSURANCE COMPANY	09/25/2025	
	00-649299-0087	Long Term Disability Benefits		720.36
			Total for this ACH Check for Vendor T359:	720.36
46279	S2622	STATE WATER RESOURCES CONTROL BOARD R-3	09/25/2025	
	PRJ34424WQ22	Proj.34424WQ22 Watsonville S/Aquafier Recharge Recover for 9/25		4,212.00
			Total for Check Number 46279:	4,212.00
46280	S901	SANTA CRUZ COUNTY PLANNING DEPT. #400	09/25/2025	
	RV251133&251136	Proj.Coastal Dev.App.Fee/REV251133 & 251136 for 9/25		8,133.00
			Total for Check Number 46280:	8,133.00
			Total for 9/25/2025:	13,065.36
			Report Total (78 checks):	823,820.74

PV Water
Quarterly Billing Summary
Calendar Year

Type	2024 Consumption(AF)	2024 Dollar	2025 Consumption(AF)	2025 Dollar
March Billing				
Inside Delivered Water Zone	213.271	$ 89,747.71	307.806	$ 140,775.65
Metered	1,178.870	$ 356,559.33	1,990.981	$ 642,673.63
Non-Metered (agriculture)	0.000	$ -	0.000	$ -
Delivered	201.106	$ 91,302.08	394.518	$ 188,185.09
Aromas	49.040	$ 14,810.08	47.140	$ 15,226.22
Cal Water	46.990	$ 14,190.98	48.790	$ 15,759.17
City of Watsonville	1,203.000	$ 363,306.00	1,174.000	$ 379,202.00
Vega Mutual	7.310	$ 2,207.62	7.220	$ 2,332.06
Pajaro/Sunny Mesa	59.260	$ 17,896.52	65.190	$ 21,056.37
Non-Metered (rural residential)	0.000	$ -	0.000	$ -
Subtotal	2,958.847	$ 950,020.32	4,035.645	$ 1,405,210.18
June Billing				
Inside Delivered Water Zone	1,203.139	$ 505,318.18	1,417.233	$ 640,304.20
Metered	5,805.235	$ 1,753,180.87	7,817.973	$ 2,527,000.27
Non-Metered (agriculture)	179.532	$ 54,218.73	168.450	$ 54,409.23
Delivered	1,033.149	$ 469,049.45	1,163.085	$ 554,791.39
Aromas	55.940	$ 16,893.88	63.740	$ 20,588.02
Cal Water	54.650	$ 16,504.30	57.180	$ 18,469.14
City of Watsonville	1,418.000	$ 428,236.00	1,420.000	$ 458,660.00
Vega Mutual	8.790	$ 2,654.58	8.960	$ 2,894.08
Pajaro/Sunny Mesa	71.290	$ 21,529.58	74.610	$ 24,099.03
Subtotal	9,829.724	$ 3,267,585.58	12,191.229	$ 4,301,215.36
Annual Rural Residential				
Consumption	1,285.00	$ 339,240.00	1,315.50	$ 372,040.00
Subtotal	11,114.72	$ 3,606,825.58	13,506.73	$ 4,673,255.36
September Billing				
Inside Delivered Water Zone	2,829.233	$ 1,188,278.04	2,666.381	$ 1,205,204.11
Metered	13,839.290	$ 4,179,465.55	12,632.525	$ 4,080,305.65
Non-Metered (agriculture)	0.000	$ -	0.000	
Delivered	2,006.787	$ 911,081.45	2,006.043	$ 956,882.36
Aromas	99.770	$ 30,130.54	98.650	$ 31,863.95
Cal Water	64.780	$ 19,563.56	67.300	$ 21,737.90
City of Watsonville	1,609.000	$ 485,918.00	1,671.000	$ 539,733.00
Vega Mutual	14.540	$ 4,391.08	12.000	$ 3,876.00
Pajaro/Sunny Mesa	94.830	$ 28,638.66	96.390	$ 31,133.97
Non-Metered (rural residential)	4.500	$ 1,188.00	1.500	$ 426.00
Subtotal	20,562.731	$ 6,848,654.88	19,251.788	$ 6,871,162.93
December Billing				
Inside Delivered Water Zone	1,405.890	$ 590,473.71		
Metered	6,187.103	$ 1,868,505.26		
Non-Metered (agriculture)	169.728	$ 51,257.72		
Delivered	1,065.412	$ 483,697.13		
Aromas	81.010	$ 24,465.02		
Cal Water	62.300	$ 18,814.60		
City of Watsonville	1,501.000	$ 453,302.00		
Vega Mutual	11.960	$ 3,611.92		
Pajaro/Sunny Mesa	85.510	$ 25,824.02		
Non-Metered (rural residential)	3.500	$ 924.00		
Subtotal	10,573.412	3,520,875.37	0.000	0.00
Total	**45,209.71**	**14,926,376.15**	**36,794.16**	**12,949,628.47**

MEMORANDUM

DATE: October 10, 2025
MEETING OF: October 15, 2025
TO: Board of Directors
FROM: General Manager
RE: **CONSENT AGENDA ITEM 8C**: Approve Agreement with FISHBIO for Installation of a Passive Integrated Transponder (PIT) Tag Detection Array Related to Monitoring South-Central Coast Steelhead Passage College Lake Integrated Resources Management Project Weir in an Amount Not to Exceed $47,896

BACKGROUND

The College Lake Integrated Resources Management Project (College Lake Project or Project) is a critical water supply project constructed to help balance the Pajaro Valley Basin, prevent further seawater intrusion, and meet water supply needs in the Pajaro Valley Water Management Agency's (PV Water) service area. To improve fish passage over prior conditions, the Project includes an adjustable weir structure with a fish passage facility designed to accommodate the migration of South-Central California Coast (S-CCC) steelhead-a federally threatened species that spawns in coastal ocean tributaries and migrates to the ocean water at one to three years old.

Both College Lake and its main tributary, Casserly Creek, are known to support S-CCC steelhead. During the College Lake water right permitting process, PV Water collaborated with the National Marine Fisheries Service (NMFS) and the California Department of Fish and Wildlife (CDFW). PV Water prepared the Project's Steelhead Monitoring Plan (Plan) to address NMFS and CDFW concerns. The intended goals of the Plan are to evaluate bypass flows for meeting fish passage objectives and fish passage success.

DISCUSSION

The Project will be operated to optimize the production of water while minimizing any adverse effects to S-CCC steelhead. The objectives of the Plan are to evaluate fish passage success past the weir, assess the performance of bypass flows for meeting fish passage objectives in Salsipuedes Creek, and to provide information on residence times and growth rates of juvenile steelhead that rear in College Lake. The Plan states that objectives will be accomplished through implementation of the following monitoring activities:

(1) Juvenile steelhead population surveys and Passive Integrated Transponder (PIT) tagging;
(2) Operation of PIT-tag detection arrays;
(3) Outmigrant trapping; or
(4) Passage efficiency evaluations.

PV Water committed in the Plan to install and operate a PIT-tag array system in the vicinity of the weir to monitor movement of steelhead that are tagged during juvenile surveys. Over the past few years, PV Water has consulted with fisheries scientists, aquatic ecologists, NMFS, and CDFW to design a PIT-tag array system to monitor the movement of tagged steelhead. In preparation for procurement of the system in spring 2025, it was unexpectedly communicated by the system supplier, BioMark, that Variable Frequency Drives (VFDs) create unavoidable interference for PIT-tag array systems. However, the system installer FISHBIO, previously indicated that VFDs, such as those operating at the weir intake, may only

cause interference at certain frequencies and following an evaluation of the VFDs when installed on site, could be mitigated by the frequency the operating VFDs.

Over the past three months, PV Water and its consulting aquatic ecologist held a series of meetings with NMFS and CDFW staff to discuss alternative ways to monitor juvenile steelhead movement in light of concerns of VFD interference. The discussions concluded that alternative monitoring methods would be more labor intensive, expensive, and would not offer a comparable level of data when compared to PIT-tag systems. Considering that juvenile steelhead primarily migrate at night when the facility's VFDs are expected to be off, and that the VFDs are anticipated to be inactive for extended periods during the wet season, NMFS, CDFW, and PV Water staff agreed that a simplified PIT-tag array system would provide a good starting point to evaluate fish passage. The methodology supported by NMFS and CDFW is described in the attached scope of work from FISHBIO as "Option 2," and consists of a single pass-over antenna array installed in a narrow part of the channel for a total cost of $47,896.

FISCAL IMPACT

The fiscal impact of Option 2 is estimated at $47,896 and includes $22,646 in materials and $25,250 in labor related expenses.

STAFF RECOMMENDATION

The Board approve the agreement, in substantially the same form as the version attached, with FISHBIO for Installation of a Passive Integrated Transponder (PIT) Tag Detection Array Related to Monitoring South-Central Coast Steelhead Passage College Lake Integrated Resources Management Project Weir in an amount not to exceed $47,896 plus up to 10% in contingency for potential change orders.

The Administration & Finance Committee reviewed the scope of work during its October 7, 2025 meeting and voted in favor of recommending the Board of Directors approve it.

ATTACHMENTS

- Agreement with FISHBIO
- Steelhead Monitoring Plan for College Lake Integrated Resources Management Project, Appendix C of the Adaptive Management Plan, is available online at: https://www.pvwater.org/images/College_Lake_AMP_Board-Adopted.pdf

PAJARO VALLEY WATER MANAGEMENT AGENCY ("PV WATER")
36 Brennan Street
Watsonville, CA 95076
Tel (831) 722-9292 Fax (831) 722-3139

CONSULTANT AGREEMENT

To:	**FISHBIO, Inc.**	**Date**:	**10/15/2025**
	1617 S Yosemite Ave.		
	Oakdale, CA 95361		
Tel:	**(209) 847-6300**		
Fax:			

Contract Amount:	**$47,896**	**Start Date:**	**10/15/2025**	**End Date:**	**12/31/2025**

Accepted:	**Pajaro Valley Water Management Agency**	**Consultant:**	**FISHBIO, Inc.**
		FEIN:	
By:		**By:**	
	Brian Lockwood		**Andrea Fuller**
Title	**General Manager**	**Title**	**FISHBIO, Vice President**
	Other authorized representative(s):		**Other authorized representative(s):**
	Casey Meusel		

CONSULTANT AGREEMENT

This Agreement is entered into and effective this **15th** day of **October 2025**, by and between the **Pajaro Valley Water Management Agency** ("PV Water"), and **FISHBIO, Inc.** ("Consultant") referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, PV Water agrees to hire Consultant for installation of a Installation of a Passive Integrated Transponder (PIT) Tag Detection Array Related to Monitoring South-Central Coast Steelhead Passage College Lake Integrated Resources Management Project Weir PIT tag antenna in Salsipuedes Creek downstream of the College Lake Weir and Pump Station (the "Project"); and,

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said duties as outlined within its proposal dated **October 7, 2025,** and received by PV Water (attached as Exhibit A to this Agreement);

NOW, THEREFORE, in consideration of each other's mutual promises, the Parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall be for approximately 2 months, beginning on the effective date of this Agreement and terminating on **December 31, 2025,** unless terminated sooner pursuant to the terms of this Agreement. The Parties' authorized representatives (defined below) shall have the authority to extend this term by written amendment to this Agreement. Consultant acknowledges that it is necessary for Consultant to complete its work on before the completion date set forth herein in order to allow PV Water to achieve its objectives for entering into this Agreement.

2. Work. Consultant will furnish services as defined and described in the proposal attached hereto as Exhibit A and incorporated herein. All work performed by Consultant, or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the class of work and service provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

   2.1 Change in Work. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the Parties. PV Water may order changes in the scope or character of services in writing, including decreasing the amount of Consultant's services described herein. If the work is decreased, Consultant is entitled to full compensation for services performed and expenses incurred prior to the receipt of notice of change pursuant to Section 4 of this Agreement.

3. Authorized Representatives. The authorized representatives shall be individuals with the necessary authority to direct technical and professional work within the scope of this Agreement and shall serve as the principal point of contact for the Project for each respective party.

3.1 PV Water. PV Water designates the following individual(s) as PV Water's authorized representative(s): Brian Lockwood, Casey Meusel. Only PV Water's authorized representative(s) is authorized to approve changes to this Agreement on behalf of PV Water.

3.2 Consultant. Consultant designates the following individual(s) as Consultant's authorized representative(s): Andrea Fuller. Only the Consultant's authorized representative(s) is authorized to approve changes to this Agreement on behalf of consultant.

4. Compensation. PV Water will pay Consultant, as full compensation for full performance of the services described in this Agreement, a fee not to exceed forty-seven thousand, eight hundred ninety-six dollars (**$47,896**) with a contingency of 10%. The fee for services will be based on the Fee Schedule included in Exhibit A of this Agreement. Consultant shall not exceed this maximum payment amount without advance written authorization from PV Water in the form of an amendment or change order. Consultant agrees that the payments to Consultant specified herein will constitute full and complete payment for all obligations assumed by Consultant under this Agreement, including for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work.

4.1 Method of Payment. Consultant shall prepare and submit to PV Water detailed monthly invoices for fees and costs incurred in the performance of the services hereunder during the previous billing period. The invoice shall describe the services rendered and shall be based on all labor and direct expense charges made for work performed hereunder. Labor charges shall be in accordance with the Fee Schedule found in Exhibit A of this Agreement. PV Water shall pay the amount of each itemized invoice within thirty (30) days after the receipt of the invoice, subject to a finding by PV Water that work performed has been satisfactory and that payment is for the work specified in Exhibit A and does not exceed the maximum amount specified above.

4.2 Direct Expenses. Direct expenses are those outside costs and rates identified in Exhibit A incurred directly for the work performed and substantiated with invoices for the charges. Consultant will not be reimbursed for any costs or expenses at any rates that exceed the rates set forth in the Fee Schedule found in Exhibit A. If Consultant must incur other costs which are not specifically covered by the terms of this Agreement, but which are necessary for the performance of Consultant's duties, PV Water may approve payment for said costs if authorized in writing by PV Water in advance.

4.3 Appropriation of Funds. This Agreement is contingent upon the appropriation of sufficient funding by PV Water, the state, and/or the federal government for the services covered by this Agreement. If funding is reduced or deleted for the services covered

herein, PV Water has the option without penalty or liability to entire terminate this Agreement or to offer an amendment to this Agreement indicating any reduced amount.

5. Independent Contractor. Consultant represents that it has or will secure at its own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant (and its employees, agents, representatives, and subconsultant(s)), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of PV Water. Consultant, not PV Water, shall have exclusive and complete control over its employees and subcontractors, and shall determine the method of performing the services hereunder. Consultant agrees to indemnify, defend, and hold harmless PV Water, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent, or others under Consultant's supervision or control was misclassified. PV Water, however, retains the right to require that work performed by consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof.

6. Conflict of Interest. Consultant owes PV Water a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement and agrees to indemnify, defend (with counsel approved by PV Water), and hold harmless PV Water, its directors, officers, employees and agents from and against any and all claims, demands, causes of action, damages, or expenses, (including attorney's fees and costs) arising from any alleged conflict of interest of Consultant in performance of such services. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the California Political Reform Act, Section 1090 of the Government Code, Levine Act, Section 84308 of the Government Code, and PV Water's conflict of interest code. Consultant will immediately advise Agency counsel if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement.

7. Indemnification.

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless PV Water, its directors, officers and employees (collectively, "Indemnitees") from and against any and all liabilities, claims, demands, actions, losses, injuries, judgments, damages, or expenses (including attorney's fees and costs) ("Losses") arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as set forth in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

For Design Professional Services under Civil Code §2782.8:

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

This Section 7 shall survive termination or expiration of this Agreement.

8. Insurance. Consultant agrees to procure and maintain the insurance coverages and limits as required by PV Water prior to the commencement of work and throughout the duration of the Agreement, as specified in Exhibit "B".

9. Sub-consultants. Except as provided in Exhibit A of this Agreement, and otherwise with prior written approval of PV Water, Consultant shall not enter into any subcontract with any other party for the purposes of providing any work or services covered by this Agreement. If Consultant employs sub-consultants, sub-contractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of consultant in the performance or subject matter of this Agreement ("sub-consultant"), it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above, including naming Pajaro Valley Water Management Agency, its officers, officials, employees, and agents as additional insureds. Consultant shall require all sub-consultants to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work and will provide proof of compliance to PV Water. Sub-consultants are to be bound to consultant and to PV Water in the same manner and to the same extent as the Consultant is bound to PV Water under this Agreement. Consultant shall be responsible to PV Water for the performance of any and all sub-consultants who perform work under this Agreement and any acts of negligence on their part. Any Subconsultant markup by Consultant shall not exceed 5% of the Contract Sum. The Consultant is solely responsible for all payments due to sub-consultants.

   Consultant shall be as fully responsible to PV Water for the negligent acts and omissions of its sub-consultants, and of persons either directly or indirectly employed by them, or acting on Consultant's behalf pursuant to this Agreement, as it is for the acts and omissions of persons directly employed by Consultant.

10. Compliance with Laws. All activities of Consultant, its employees, subcontractors, and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.

11. Permits. Consultant will obtain all permits required by governmental authorities for the Project, and Consultant will comply with local, state, and federal regulations and statutes, including but not limited to Cal/OSHA requirements, in its performance of the Project.

12. Safety. Consultant shall execute and maintain its work to avoid injury or damage to any person or property. In carrying out its work, Consultant shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local

statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

13. Equal Employment Opportunity. PV Water requires Consultant to comply with all applicable federal, state, and local equal employment opportunity laws and regulations. Consultant agrees to refrain from discriminatory employment practices based on age, race, religious creed, color, sex, national origin,, gender, physical characteristics, marital status, sexual orientation, genetic information, organizational affiliation, disability (mental and physical), ancestry, military or veteran status, or other protected characteristics under local, state, or federal law of any employee of, or applicant for employment with, such Consultant. Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization.

14. Ownership of Documents and Materials. All original documents, explanations of methods, maps, drawings, tables, reports, models, and other materials and work product (whether in printed or electronic format) prepared or gathered by or on behalf of Consultant under this Agreement that are in Consultant's possession, custody or control and equipment purchased specifically for the Project shall become the exclusive property of PV Water and may be used on this Project without the consent of the Consultant or its sub-consultants. Any software program purchased by consultant to be used in the performance of this Agreement shall be transferred to PV Water to the extent allowed by the software license under which the program was purchased. All such materials, whether finished or unfinished shall, at PV Water's request, be delivered to PV Water upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of Project-related documents and materials pursuant to this Agreement shall be vested in PV Water and waives and relinquishes all claims to copyright or other intellectual property rights in favor of PV Water.

15. Inspection. Authorized representatives of PV Water shall have access to Consultant offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement. The Consultant shall maintain books and accounts of the recoverable costs in accordance with generally accepted accounting principles and practices. PV Water shall have access to these books and accounts during Consultant's normal business hours for the duration of this Agreement, and for a period of three (3) years after the completion of the services to which the costs relate to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred pursuant to this Agreement.

16. Termination. PV Water may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving written notice to consultant at least thirty days (30) prior to such termination. Upon receipt of written notice from PV Water that this Agreement is terminated, Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. PV Water's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, PV Water up to and including the effective date of termination less any amounts withheld. Within ten (10) days of receipt of written notice that this Agreement is terminated, Consultant will submit an invoice for an amount that represents the value of actual services performed to the date of said notice for which Consultant has not previously been compensated. In the event of termination without cause, PV Water will pay to Consultant all recoverable costs incurred in the performance of such services in accordance with Section 4 of this Agreement, plus all reasonable costs incurred as a result of such termination, but in no event will PV Water pay termination costs exceeding Five Thousand Dollars ($5,000.00) and PV Water will have no further obligation to Consultant, monetarily or otherwise. In the event termination is for cause, Consultant need be compensated only to the extent required by law and no compensation will be payable for anticipated profit on unperformed services.

17. Dispute Resolution. The Parties desire to avoid the cost and delay of litigation. To that end, the Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place to exchange relevant information and perspective, and to attempt to resolve the dispute. If no resolution is achieved, and if, but only if, the Parties mutually agree, then prior to pursuing formal legal action, the Parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. If the dispute is not resolved by these negotiations, the matter will be handled as the Parties may agree or, otherwise as allowed by applicable law. Notwithstanding the foregoing provisions, nothing contained in this Agreement shall impair the Parties' right to immediately pursue any and all legal remedies which may be available should there be a default in the terms of this Agreement, and a failure to cure said default after notice as required under this Agreement. If required by statute (e.g. applicable statute of limitation) to perfect or preserve a claim, either Party may file the required notice of claim and/or commence litigation. To the extent that the Project involves or qualifies as a public works project, the Parties agree to comply with Public Contract Code section 9204(e).

18. Legal Remedies. Either Party shall be entitled to all remedies afforded by law or in equity to enforce their respective rights under this Agreement. No right or remedy in this Agreement are intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, in equity or in the Agreement.

19. Right to Acquire Work from Others. Nothing in this Agreement shall prohibit PV Water from acquiring the same type or equivalent type of work or services under this Agreement from

other sources.

20. Assignment and Successors. Consultant shall not assign any portion of the work required by this Agreement nor otherwise assign or transfer any interests in it without prior written approval of PV Water, which may be withheld or delayed in PV Water's sole and absolute discretion. This Agreement will be binding on the heirs, legal representatives, successors and assigns of the parties named above.

21. Severability. If any court of competent jurisdiction should rule that any provision of this Agreement is void, invalid or unenforceable, the remaining provisions will remain in full force and effect and will not be affected by said ruling.

22. Amendment. Except as otherwise provided in this Agreement, neither this Agreement nor any provision hereof may be waived, modified, amended, or discharged, or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such writing.

23. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either Party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule based on PV Water's sole discretion.

24. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties hereby agree that: (a) if any action is brought for the purpose of enforcing any provision of this Agreement, including without limitation instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, or a declaration of rights or obligations under this Agreement, or for any other judicial remedy, then such action shall be brought only in the appropriate state or federal court located in Santa Cruz County, California; and (b) a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section shall affect or impair any Party's right to serve legal process in any manner permitted by law.

25. California Public Records Act. PV Water is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to PV Water, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must

clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, PV Water will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz County before the PV Water is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the PV Water is required to respond to the CPRA request, PV Water may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold PV Water harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by PV Water of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

26. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, such as Federal Express, and shall be deemed given: (a) if personally served, when delivered to the Party to whom such notice is addressed; (b) if given by prepaid or priority mail with return receipt requested, on the date of execution of the return receipt; or (c) if sent by reputable overnight delivery service, such as Federal Express, when received. Such notices shall be addressed to the Party to whom such notice is to be given at the Party's address set forth below or as such party shall otherwise direct in writing to the other Party delivered or sent in accordance with this Section.

If to PV Water:

Pajaro Valley Water Management Agency
Attention: Brian Lockwood, General Manager
36 Brennan Street
Watsonville, CA 95076
Telephone: (831) 722-9292

If to Consultant:

FISHBIO, Inc.
Attn: Andrea Fuller, FISHBIO Vice President
1617 S Yosemite Ave
Oakdale, CA 95361
(209) 847-6300

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

27. Cumulative Rights; Waiver. The rights created under this Agreement or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by either Party to exercise, and no delay in exercising any rights, shall be construed, or deemed

to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of either Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered or construed or deemed a waiver of any provision or any breach of any provision of this Agreement or deprive that Party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Agreement. No delay or omission on the part of either Party in exercising any right under this Agreement shall operate as a waiver of any such right or any other right under this Agreement.

28. Interpretation. This Agreement constitutes a fully negotiated agreement between commercially sophisticated Parties, each assisted by legal counsel, and the terms of this Agreement shall not be construed or interpreted for or against either party hereto because that Party or its legal representative drafted or prepared such provision.

29. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be deemed to be served or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

30. Counterparts. This Agreement may be executed in counterparts, which, together, shall constitute one and the same instrument. Electronic, facsimile, scanned pdf, and digital signatures, so long as fully compliant with Government Code Section 16.5(a) and copies of this Agreement shall be accepted as originals.

31. Time. Time is of the essence for each provision of this Agreement.

32. Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Agreement and the intentions of the Parties.

33. Good Faith and Fair Dealing. The Parties hereto acknowledge and agree that the performances required by the provisions of this Agreement shall be undertaken in good faith, and with both parties dealing fairly with each other.

34. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, Limited Liability Company or other form of organization or association of any kind that is not a party to this Agreement.

35. Entire Agreement. This Agreement, together with Exhibits and/or attachments and any agreements provided for herein, constitute the entire understanding between the Parties with respect to the matters set forth herein, and they supersede all prior or contemporaneous

understandings or agreements between the Parties with respect to the subject matter hereof, whether oral or written.

36. Representations of Authority. The execution, delivery and performance of this Agreement by the Consultant and PV Water have been duly and validly authorized.

37. Standard of Care. Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of California.

38. PV Water-Provided Information and Services. PV Water shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by PV Water or others in performing Consultant's services under this Agreement. Consultant agrees to maintain the confidentiality of the information provided and not disclose to any third party, except as necessary to perform Consultant's services under this Agreement.

39. Estimates and Projections. Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way PV Water's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant will not be liable to and/or indemnify PV Water and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by PV Water and/or any third party in the future.

40. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a "public work" (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 et seq., Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 et seq. and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.)

To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:

a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;

b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;

c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;

d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses PV Water's performance of this Agreement at PV Water's sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless PV Water and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above referenced.

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____
Brian Lockwood, General Manager

FISHBIO, Inc.

By: _____
Andrea Fuller, FISHBIO Vice President

TO: Casey Meusel, PV Water

FROM: Jim Inman, FISHBIO, Inc.

DATE: October 7, 2025

SUBJECT: Scope of Work for installation of a PIT tag antenna in Salsipuedes Creek downstream of the College Lake Weir and Pump Station.

Upon request, FISHBIO has provided this scope of work (SOW) to install a single channel width pass-over PIT tag antenna in Salsipuedes Creek downstream of the College Lake Weir and Pump Station. The single pass-over PIT tag antenna is to test the feasibility of detecting RFID tagged South-Central California Coast Steelhead (SCCCS) passage past College Lake Weir in conjunction with normal operation of the VFD Pumps.

FISHBIO will make a site visit to identify the location for the PIT tag antenna. We will mark the location with flagging and collect measurements needed (antenna width, distance for cabling route). Following a site visit, FISHBIO will order PIT tag equipment from Biomark. Equipment will include one HDPE antenna, antenna anchoring hardware, CANBus Exeter cable, flex conduit, 115AH batteries, 24v battery switcher, PCB charger, antenna node, IS 1001 Master Controller, and miscellaneous hardware. When we checked with Biomark on turnaround time in August 2025 we were told equipment is readily available and can be shipped within days. We anticipate that there will be an electrical control box with 110V AC power provided to house the battery bank and Mater Controller at the new weir structure. The Master Controller will allow for future expansion and can run up to 12 antennas.

Once the PIT tag equipment is received FISHBIO will schedule the installation, preferably while Salsipuedes Creek is still dry. We estimate that a crew of 4 people will require 2 field days for travel and installation of the antenna. We anticipate that PV Water's biological consultant, Mike Podlech, will be maintaining the antenna and downloading data from the Master Controller. To download data, a PC laptop will be required (not included in this SOW) to install and run Biomark Device Manager (free to download). FISHBIO will provide training on how to connect to and download data from the Master Controller.

Expected Timeline

If this SOW is approved and once an agreement is in place FISHBIO will initiate the tasks in Table 1. Barring any equipment availability delays we expect to have the PIT tag antenna installed and functioning by December 15, 2025, so that PV Water can conduct monitoring during their fish bypass flow period of December 15 through May 31. Dry channel conditions are ideal for installing the antenna so we will get it installed as soon as possible. The lead biologist will make a follow-up visit once water is flowing over the antenna to verify the antenna is working properly and train personnel on operation.

Table 1. Anticipated Timeline

Task	Description	Date
Task 1	Site Visit: Mark antenna location, take measurements, take site photos, and order equipment	Complete by October 31, 2025
Task 2	Install Antenna: anchor antenna, route cable, setup power supply, connect MC, configure software	Install by December 12, 2025
Task 3	Follow-up: Verify antenna function and train PV Water personnel	Week of December 15, 2025

Budget

We estimate the cost to complete this SOW not to exceed **$47,896**. We have provided the cost estimate below broken down into materials, labor, and expenses. Please let us know if you need any additional details on the cost estimate and we look forward to working with you.

Table 2. Budget

Description	Estimate
Materials: HDPE PIT tag antenna, anchoring hardware, BUS Cables, conduit, antenna node, power supply, master controllers, misc. hardware, plus tax and shipping	$22,646
Labor: Recon site visit (2 people), installation (4 people, 2 days), Follow-up and training site visit (1 person). Project coordination and materials acquisition	$21,700
Expenses: Hotel, Per Diem, mileage, equipment rental	$3,550
Total	**$47,896**

EXHIBIT "B"

Insurance Requirements

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property and otherwise which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or sub-contractors as follows:

Coverage will be at least as broad as:

1. Commercial General Liability Insurance. Commercial general liability insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate.

2. Automobile Liability Insurance. Automobile liability insurance covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos, with limits of not less than $1,000,000 each accident. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

3. Professional Liability Insurance. Limits of liability in amounts not less than $1,000,000 per occurrence or claim and $2,000,000 aggregate, insuring Consultant and its employees against liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities relating to this Agreement. Consultant shall renew continuous coverage or extend the reporting period, to the extent available, by endorsement or otherwise, for claims five (5) years from the date this Agreement is terminated. Such professional liability policies shall include coverage for liability assumed by the Consultant under this Agreement for losses arising out of Consultant's negligence. [Note: This may NOT APPLY if consultant is not professional – attorney, accountant, engineer, surveyor, architect, hydrologist]

4. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation as required by the Labor Code of the State of California and Employer's Liability Insurance for all employees in workplaces involved in this Agreement. Employer's liability insurance in the amount of, at least, $1,000,000 per accident for bodily injury or disease. The Certificate of Insurance shall include waiver of subrogation endorsement in favor of PV Water. ***This requirement may be waived if Consultant provides a sworn affidavit to PV Water that Consultant has no employees.***

5. [OPTIONAL – Add when Data Security or Technology Breach Risks are Involved]

Data Security and Privacy Liability. Consultant shall maintain one or more insurance policies – Privacy, Technology, and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance coverage in the amount of $5,000,000 per occurrence or claim, $5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this contract.

The policy(ies) shall include coverage for claims involving security breach, system failure, data recovery, business interpretation, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

The policy(ies) shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy(ies) shall include, and be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of PV Water in the care, custody, or control of Consultant.

6. [OPTIONAL – Add when Construction is Involved] Builder's Risk (Course of Construction) utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall **name PV Water as a loss payee** as their interest may appear.

7. [OPTIONAL – Add when Project Involves Environmental Hazards] Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

8. Other Requirements.

   a. Minimum Scope and Limits. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, PV Water requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PV Water.

   b. Additional Insured Endorsement. The general liability[, contractor's pollution liability,] and automobile liability policies are to contain, or be endorsed to contain the following provisions: **The Pajaro Valley Water Management Agency, its directors, officers, employees, and authorized volunteers are to**

be additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to PV Water, its directors, officers, employees, or authorized volunteers.

c. Primary Insurance. For any claims related to this Agreement, Consultant's insurance shall be primary insurance as respects PV Water, its directors, officers, employees, and authorized volunteers, individually and collectively. Any insurance, self-insurance, or other coverage maintained by PV Water, its directors, officers, employees, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute to it.

d. Cancellation. The policies specified above are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to PV Water.

e. Waiver of Subrogation. Consultant hereby grants to PV Water a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against PV Water by virtue of the payment of any loss, including attorneys' fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not PV Water has received a waiver of subrogation endorsement from the insurer.

f. Changes. If any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement, Consultant shall notify PV Water within three (3) working days.

g. Evidence of Insurance. Prior to execution of this Agreement, Consultant shall file with PV Water, on forms acceptable to PV Water, certificate(s) of insurance and additional insured endorsements, as specified above.

h. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by PV Water. At the option of PV Water, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

i. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by PV Water.

j. Special Risks or Circumstances.
PV Water reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

MEMORANDUM

DATE: October 10, 2025
MEETING OF: October 15, 2025
TO: Board of Directors
FROM: General Manager
RE: **INFORMATIONAL ITEM 9A:** Receive Projects & Programs Update

BACKGROUND

Staff prepares the following report monthly with the intent of keeping the Board and public up to date with respect to capital projects planning, funding, and when applicable, construction.

DISCUSSION

- Grant Funded Projects
    - Department of Conservation (DoC) Multibenefit Land Repurposing Grant, $8.89 million: Staff and consultants continue to meet monthly with DoC staff and the Statewide Support Entity (SSE); staff and consultant have formed a steering committee, issued surveys, and conducted interviews with some members; staff attended the "Pause & Reflect Meeting" held in Exeter on September 22 & 23, 2025.
    - Department of Water Resources (DWR) Watershed Resilience Pilot Grant, $2 million: Staff attended a DWR hosted "Cohort" meeting on October 3, 2025 to discuss the status of the pilot program; the fourth Pajaro River Watershed Resilience Workshop, which will be focused on "Prioritizing Adaptation Strategies," is scheduled to occur on November 6, 2025, at Paicines Ranch (south of Hollister) from 1:00 p.m. to 4:00 p.m.; Staff submitted Invoice No. 5 in the amount of $414,421 to DWR on September 4, 2025.
- College Lake Integrated Resources Management Project
    - Water Treatment Plant & Intake Facility
        - Work continues on the Intake Facility and Water Treatment Plant; commissioning meetings are ongoing. PV Water's Operations Team restarted the 7-day operational test on October 6, 2025; the Contractor continues to work on dialing in the treatment process. The Contractor collected and sent water samples to the Veolia lab for jar testing. The elevation of College Lake as of the morning of October 10, 2025, was 56.5 feet.
    - Treated Water Pipeline
        - Following the issuance of several letters, Staff and the Construction Manager met with the Contractor to discuss contract change orders related to project closeout on October 9, 2025, however differences are yet to be resolved.
    - Environmental: Biological resource monitoring is now taking place monthly.
    - Adaptive Management Plan (AMP): Fall 2025 vegetation surveys have been completed and Watsonville Wetlands Watch was onsite on October 9, 2025, to

begin revegetation activities as per the Compensatory Mitigation Plan, and to evaluate current conditions for invasive species removal and vegetation management as per the Adaptive Management Plan.
    - Outreach Activities: Website and social media updates are ongoing.
- Watsonville Slough System Managed Aquifer Recharge & Recovery Projects
    - Permitting: Work on permit applications continues with staff and consultants corresponding with permitting agencies. Staff and consultants submitted the 401 Permit application to the Regional Water Quality Control Board on September 26, 2025, kicking off a 180-day review period, and the 404 Permit application to the US Army Corps of Engineers. The only outstanding permit remaining is the Consistency Certification with California Coastal Commission. This permit is to ensure consistency with the Coastal Zone Management Act and is triggered by the federal funding PV Water is receiving from the WIFIA program.
    - Environmental: The Board approved the addendum to the Environmental Impact Report on March 19, 2025.
    - Outreach: Communications are ongoing; staff and the support team continue to meet with property owners; several properties have entered escrow.
- Sustainable Groundwater Management Act Well Monitoring Network Expansion
    - Permitting: No new activity this month.
    - Property Rights: Staff is engaged in discussions with property owners for proposed wells that would be located on privately owned land.
    - Environmental: Consultants are conducting a cultural resources review of the proposed sites.

FISCAL IMPACT

There is no fiscal impact associated with this monthly update.

STAFF RECOMMENDATION

The Committee receives the update.

ATTACHMENTS

- None

MEMORANDUM

DATE: October 10, 2025
MEETING OF: October 15, 2025
TO: Board of Directors
FROM: General Manager
RE: **DISCUSSION / ACTION ITEM 10A:** Consider adopting Resolution 2025-09, Amending PV Water's Organization Chart by Reclassifying the Senior Water Resources Hydrologist Position to Senior Hydrologist

INTRODUCTION

In July 2013 the Pajaro Valley Water Management Agency (PV Water) Board of Directors (Board) adopted Resolution 2013-08 amending PV Water's Organization Chart by adding a Senior Water Resources Hydrologist position. The position was filled from July 2013 through December 2016 and has been both vacant and unfunded since January 2017. During this item, staff will propose revisions to the job description and recommend establishing a salary range.

DISCUSSION

Staff has been systematically reviewing and recommending changes to PV Water's Organization Chart to keep positions current with respect to PV Water's polices, programs, and projects, and to ensure they remain competitive with similar positions at comparable agencies/districts in the Monterey Bay area. The last changes to the Organization Chart included the reclassification of the Water System Operation Supervisor to the Operations & Maintenance Manager, the reclassification of Water System Operator to Water System Operator I/II and addition of a second operator position, and the reclassification of the Administrative Analyst position to Executive Assistant / Board Secretary. Most recently, staff has evaluated the hydrology department, which is composed of the unfunded Senior Water Resources Hydrologist position, the Associate Hydrologist position, and the Water Resources Technician position.

The Board created a Senior Water Resources Hydrologist position in 2013. In 2015 the Board adopted Resolution 2015-07, which revised the Organization Chart to reclassify the Hydrologist position to Associate Hydrologist and adding a Water Conservation & Outreach Specialist. The staff member in the Associate Hydrologist position, Casey Meusel, has been serving in that position with excellence since 2015; he served as the Water Resources Technician from 2010 to 2015. Mr. Meusel has made a series of tremendous contributions to PV Water in recent years. He has successfully managed a number of grants with support and oversight from the Gutierrez Consultants and the General Manager, including Department of Water Resources (DWR) grants in the amount of $7.6 million and $1.8 million that supported the College Lake Project, and the $2 million DWR grant that is supporting the Pajaro River Watershed Resilience Planning effort. His management of grant administration has resulted in significant cost savings for PV Water money minimizing expenses from consultants while simultaneously fostering the development of in-house expertise. In addition, Mr. Meusel is effectively managing the Water Resource Technician, and several consultant teams who are supporting PV Water's projects and programs. Mr. Meusel was also instrumental in preparing the Letter of Intent for the WIFIA program and supporting that process through procurement of $74.2 million in federal loans.

After careful consideration, staff propose that the Board reclassify the Senior Water Resources Hydrologist position to Senior Hydrologist, amend the job description, and fund the position as proposed.

Should the Board take these actions, the General Manager would promote Mr. Meusel to Senior Hydrologist and change the status of the Associate Hydrologist from funded to unfunded until which time it is determined that PV Water should recruit for an Associate Hydrologist.

FISCAL IMPACT

The Board adopted Fiscal Year 2025-26 budget includes $3,239,972 for salaries and benefits. This value includes a 10% allowance for on-call hours, overtime, etc. The proposed salary range for the Senior Hydrologist position is $10,691 to $14,327 per month. The existing salary range for the Associate Hydrologist position is $8,226 to $11,024 per month. The fiscal impact to PV Water at the top step (7) would be approximately $3,304 per month or $39,644 per year.

Table 1. Salary Schedule (Monthly Rate)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior Hydrologist	10,691	11,226	11,787	12,376	12,995	13,645	14,327
Associate Hydrologist	8,226	8,637	9,069	9,523	9,999	10,499	11,024

STAFF RECOMMENDATION

The Board adopt Resolution 2025-09, Amending PV Water's Organization Chart by Reclassifying the Senior Water Resources Hydrologist Position to Senior Hydrologist.

The Administration & Finance Committee reviewed this item during its October 7, 2025, meeting and voted in favor of recommending the Board of Directors approve it.

ATTACHMENTS

- Resolution 2025-09, Amending PV Water's Organization Chart
- Proposed Organization Chart
- Proposed Job Description (clean & redline from Senior Water Resources Hydrologist)

Resolution 2025-09

Resolution of the Board of Directors of the Pajaro Valley Water Management Agency

Amending the PV Water Organization Chart

The Board of Directors of the Pajaro Valley Water Management Agency ("PV Water") does resolve as follows:

WHEREAS, the Board desires to reclassify the position of Senior Water Resources Hydrologist to Senior Hydrologist; and

WHEREAS, PV Water's Administration & Finance Committee discussed amending the Organization Chart during its meeting on October 7, 2025, and voted in favor of recommending that the Board adopt the revision contained herein; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Pajaro Valley Water Management Agency does hereby:

1. Reclassify the Senior Water Resources Hydrologist to Senior Hydrologist.

2. Amend the PV Water Organization Chart as shown in Exhibit A.

3. Approve the Senior Hydrologist Job Description as shown in Exhibit B.

PASSED AND ADOPTED by the Pajaro Valley Water Management Agency, County of Santa Cruz, State of California, the 15th day of October 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Stephen Rider, Chair

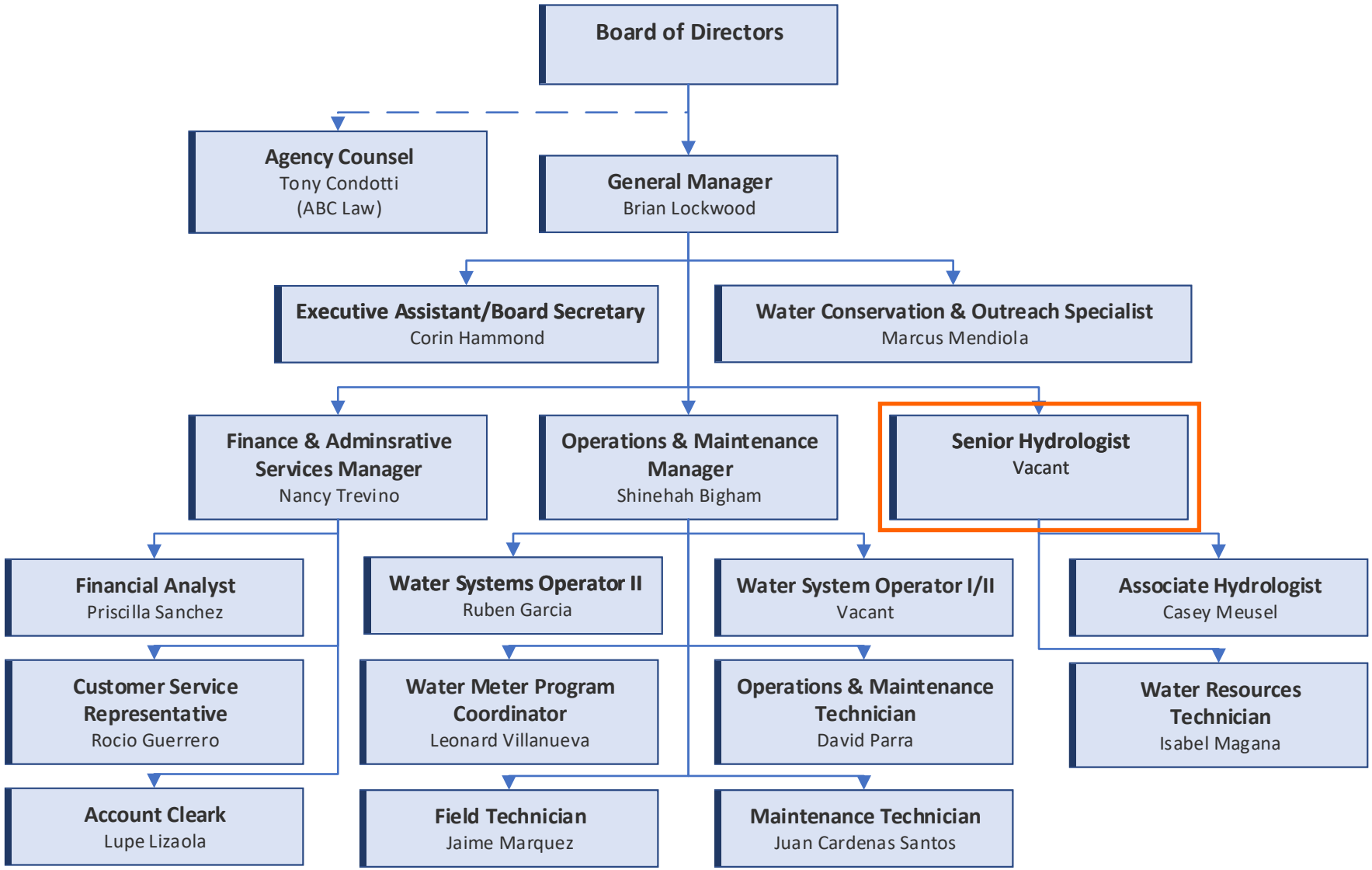
Attest:

_____
Corin Hammond, Secretary

Exhibit "A"

Organization Chart

Pajaro Valley Water Management Agency



Proposed
October 15, 2025

PAJARO VALLEY WATER MANAGEMENT AGENCY

SENIOR HYDROLOGIST

REPORTS TO: General Manager
SUPERVISES: Associate Hydrologist and Water Resources Technician
STATUS: Exempt
Proposed: October 15, 2025

DEFINITION Under general direction, leads the basin monitoring and water quality programs; provides technical analysis, review, and oversight for projects related to Sustainable Groundwater Management Act compliance, managed aquifer recharge, seawater intrusion, groundwater quality, conjunctive use, hydrologic modeling, recycled water and groundwater production; manages a wide variety of professional planning, research, field data collection, data management and analysis activities related to water supply, demand, availability, conservation and quality issues; prepares and presents reports and recommendations; develops and administers policies and programs; supervises technical staff and consultants, acts on behalf of the General Manager as assigned and during periods of absence; and performs related work as required. This position is at the professional level of water resources management and hydrology, requiring formal education and related work experience. An excellent understanding of hydrology is required.

GENERAL CHARACTERISTICS

- Plans, organizes, designs and performs hydrologic/hydrogeologic related research studies, independently and with consultants.
- Assists the General Manager and participates in the development and implementation of goals, objectives, policies and priorities for Agency programs; recommends and administers policies and procedures as assigned.
- Acts with a high degree of independence in coordinating Agency programs and projects with other governmental agencies and academic institutions as assigned.
- Designs, plans, and maintains databases and geodatabases, including QA/QC of data, data tables, and queries. Conducts GIS analyses, and builds and runs models.
- Supervises, assigns, sets priorities, trains and reviews the work of subordinates.
- Assists in preparation and administration of budget, as well as oversees professional consultant and construction contracts; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implements adjustments.
- Prepares staff reports including on water resources for the Board of Directors (Board) and its Committee; attends Board meetings to make reports and render professional advice to the Board.
- Serves as staff technical lead for compliance with the Sustainable Groundwater Management Act and assists in ad-hoc planning efforts and engineering projects as assigned.
- Demonstrates an excellent understanding of water resource issues in both agricultural and urban settings. Employee has management responsibility for groundwater, surface water, soils, land use and other programs; develops and oversees wellhead and groundwater protection programs; and has responsibility for hydrologic, and geospatial databases.

EXAMPLES OF DUTIES

- **Planning and liaison activities:**
  - Plans, organizes, coordinates, and directs consultants in hydrologic monitoring and sustainability planning efforts; assists in planning, coordinating, and directing consultants in capital improvement, maintenance, and site operation functions as assigned.
  - Plans, organizes, and designs water resources and environmental management programs and projects; recommends Board policy and interprets policy in the development of procedures for water resources protection and monitoring, water conservation, water extraction reporting, new well registration, variances to ordinances, and water use projections.
  - Serves as a liaison for the Agency as assigned with technical advisory committees, landowners, contractors, community groups, and governmental agencies.
  - Analyzes available grant opportunities, determines feasibility, and coordinates and prepares grant proposals as requested; oversees administration of awarded grants.
  - May serve and act on behalf of the General Manager as assigned.
  - Assists in the oversight of design and construction of new facility improvements as assigned.
  - Oversees the preparation of annual reports and special studies as needed.
  - Develops proposal requests, bid packages, and specifications; assists in the evaluation of responses and provides guidance to the General Manager and the Board of Directors.
  - Hires, supervises, trains, motivates, and evaluates subordinates.
- **Research and analytical activities:**
  - Plans, organizes, designs and oversees hydrologic/hydrogeologic related research studies, independently and with consultants.
  - Performs analyses and interpretation relating to groundwater and surface water quantity and quality, geology, river/stream erosion and sedimentation processes, fisheries, and riparian vegetation.
  - Directs and reviews integrated hydrologic modeling of conjunctive use water resource systems and other surface/groundwater resources.
  - Reviews and analyzes agricultural and population growth projections.
  - Conducts water use reviews of land use and well construction proposals.
- **Field data collection and management:**
  - Designs and manages a wide variety of data collection programs to measure groundwater and surface water quantity and quality; participates in field collection of data; develops data analysis techniques and prepare reports, charts and graphs.
  - During periods of construction, inspects construction activities/installation of monitoring equipment; responds to water waste complaints by making site inspections, proposing solutions, and taking appropriate enforcement action.
  - Manages inventory and maintenance of field equipment; sets up test/monitoring equipment; takes photographs as documentation; makes visual inspections and documents observations; exercises discretion in selecting work sites and takes appropriate safety precautions.

- **Supervision and general office:**
  - Plans, trains, motivates, organizes and supervises the work of assigned staff; selecting personnel, making assignments, and setting priorities.
  - Develops standards of performance for each position supervised and advises subordinates of those standards.
  - Observes and documents performance and prepares periodic and special evaluations of performance, goals, and objectives.
  - Develops work procedures and practices for assigned staff.
  - Assists the Information Technology program, including managing IT consultants and all hardware / software maintenance and upgrades.

QUALIFICATIONS

- **Knowledge of:**
  - Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development;
  - Field hydrologic, climatologic and biologic data collection methods;
  - Budget development and expenditure control;
  - Principles of supervision, employee development and training, and employee evaluation;
  - Information Technology.
- **Ability to:**
  - Work with a high degree of independence within established guidelines and responsibilities;
  - Operate a vehicle observing legal and defensive driving practices;
  - Plan, organize, direct, coordinate and manage Agency engineering, water supply facilities and hydrologic monitoring functions;
  - Provide supervision, training, and work evaluation for assigned staff;
  - Develop and administer the budget and fiscal controls for assigned functions;
  - Provide advice and consultation on engineering problems and requirements;
  - Direct the preparation of comprehensive technical reports;
  - Collect and analyze data on a variety of technical, analytical, and administrative topics;
  - Effectively communicate technical information;
  - Responsibly represent Agency policies, programs, and services with employees, contractors, representatives of other agencies, and the public;
  - Establish and maintain cooperative working relationships.

LICENSE REQUIRED

- Possess and maintain a valid California driver's license and clean DMV record.
- Maintain automobile liability coverage with a minimum of $50,000 single limit or $50,000/100,000 per occurrence during employment.

TRAINING AND EXPERIENCE Any combination of education, training and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position. A typical way to obtain the knowledge, skills, and abilities would be:

Training: Completion of bachelor's degree in hydrology, geology, or engineering with training and/or experience in environmental studies/sciences, planning, public administration, preferably supplemented by graduate and/or professional level courses. A master's degree is preferred.

Experience: Five or more years of professional-level experience with closely related research work in hydrology, geology, or environmental sciences, with some direct experience in water resource management or planning. Management experience is desirable.

Registration: Registration as a professional hydrogeologist, geologist, or civil engineer in the State of California is preferred.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Employee may be required to:

- Work evenings, weekends, holidays, split shifts; use a personal vehicle in the course of employment;
- Attend periodic evening meetings; travel within/outside Agency boundaries;
- Work at a computer for long periods of time;
- very infrequently perform work that requires frequent lifting, pushing and pulling of objects weighing approximately 50 pounds and may occasionally be required to lift up to 100 pounds with assistance;
- Work in inclement weather and in the sun, cold and rain; and
- Work with harsh or toxic substances and will be required to wear protective apparel.

Employee must be able to:

- Walk long distances on uneven terrain and to stand, stoop, reach and bend for prolonged periods;
- Reach, grasp and manipulate small objects;
- Hear test equipment in operation and to be aware of danger in the field; and
- Distinguish shades of color.

Note: Reasonable accommodations can and will be made for the above demands and working conditions if required.

SENIOR ~~WATER RESOURCES~~ HYDROLOGIST

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REPORTS TO: General Manager
SUPERVISES: Associate Hydrologist and Water ~~Conservation & Outreach Specialist~~Resources Technician
STATUS: Exempt
REVISED: Octobe~~December~~r 3~~16~~, 2025~~14~~

DEFINITION Under general direction, leads the basin monitoring and water quality programs; provides ~~providing~~ technical analysis, review, and oversight for projects related to Sustainable Groundwater Management Act compliance, managed aquifer recharge, seawater intrusion, groundwater quality, conjunctive use, hydrologic modeling, recycled water and groundwater production; manages a wide variety of professional planning, research, field data collection, data management and analysis activities related to water supply, demand, availability, conservation and quality issues; prepares and presents reports and recommendations; develops and administers policie~~regulation~~s and programs; supervises technical staff and consultants, act~~serve~~s on behalf of the General Manager as assigned and during periods of absence; and performs related work as required. This position is at the professional level of water resources management and hydrology, requiring formal education and ~~work~~ related work experience. An excellent understanding of ~~coastal~~ hydro~~geo~~logy is required.

GENERAL CHARACTERISTICS

- Plans, organizes, designs and performs hydrologic/~~-~~hydrogeologic~~al~~ related research studies, independently and with consultants.
- Assists the General Manager and participates in the development and implementation of goals, objectives, policies and priorities for Agency programs; recommends and administers policies and procedures~~,~~ as assigned.
- Acts with a high degree of independence in coordinating Agency programs and projects with other governmental agencies and academic institutions~~,~~ as assigned.
- D~~Ability to d~~esigns, plans, and maintains databases and geodatabases, including QA/QC of data, data tables, and queries. C~~Ability to c~~onducts GIS analyses, and builds and runs ~~GSI based~~ models.
- Supervises ~~technicians~~, ~~makes~~ assignments, sets priorities, trains and reviews the work of subordinates.
- Assists in preparation and administration of budget, as well as oversees~~ing~~ professional consultant and construction contracts; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implements adjustments.
- Prepares staff reports ~~; prepares~~including on water resources~~, water consumption and demand items~~ for the Board of Directors (Board) ~~agenda~~and its Committee; attends Board meetings to make reports and render professional advice to the Board.
- Serves ~~the General Manager~~ as staff technical lead~~manager~~ for~~overseeing water projects/facilities,~~ compliance with the Sustainable Groundwater Management Act~~planning~~ and assists in ad-hoc planning efforts and engineering projects as assigned~~and engineering, basin hydrology and water quality analysis and monitoring, public outreach and education, and management of technical staff~~.

- DemonstratesPossess an excellent understanding of water resource issues in both an agricultural and an urban settings. Employee will havehas management responsibility for groundwater, surface water, soils, land use and other monitoring and development programs; develops and oversees wellhead and groundwater protection programs; and hashave responsibility for technical databases, hydrologic, and geospatial databases.

EXAMPLES OF DUTIES

➢ **Planning and liaison activities:**

- Plans, organizes, coordinates, and directs consultants in hydrologic monitoring and sustainabilityengineering, planning efforts.; aAssists, in planning, coordinating, and directing consultants in capital improvement, maintenance, and site operation functions as assigned;.
- Plans, organizes, and designs water resources and environmental management programs and projects; recommends Board policy and interprets policy in the development of procedures for water resources protection and monitoring, water conservation, water extraction reporting, new well registration, variances to ordinances, and water use projections.;
- Serves as a liaison for the Agency, as assigned with technical advisory committees, landowners, contractors, community groups, and governmental agencies.;
- Analyzes available grant opportunitiess, determines feasibility, and and coordinates and prepares grant proposals and bid as requested;. O oversees administration of awarded grants.
- May serve and act on behalf of the General Manager as assignedServes as the General Manager when delegated.;
- Responsible forAssists in the oversight of design and construction of new facility improvements, as assigned.
- Oversees the maintenance of files, official maps, and records related to Agency;
- Coordinates engineering functions and projects with consultants;
- Oversees the preparation of annual , andreports and prepares, a variety of special studies as neednd reportsed.
- Develops proposal requests, bid packages, and specifications;. Aassists in ;
- the evaluation of responses andAnalyzes responses to proposal requests and recommends the awarding of contractsprovides guidance to the General Manager and the Board of Directors.
- Hires, supervises, trains, motivates, and evaluates subordinatestechnical staff.

➢ **Research and analytical activities:**

- Plans, organizes, designs and oversees hydrologic/hydrogeological related research studies, independently and with consultants.;
- Design and develop databases and geodatabases, including QA/QC of data, data tables, queries etc. Conduct GIS analyses, build and run GIS based models;
- Performs analyses and interpretation relating to groundwater and surface water quantity and quality, geology, river/stream erosion and sedimentation processes, fisheries, and riparian vegetation.;
- Directs and reviews integrated hydrologic modeling of conjunctive use water resource systems and other surface/groundwater resources.;

- Reviews and analyzes agricultural and population growth projections.;
- Conducts water use reviews of land use and well construction proposals.

➢ **Field data collection and management:**

- Designs and manages a wide variety of data collection programs to measure groundwater and surface water quantity and quality; participates in field collection of data; develops data analysis techniques and prepare reports, charts and graphs.
- ~~Manages a wide variety of field data collection and monitoring, including: groundwater levels, field water quality measurements; obtaining lab services and directing lab analyses; climatic monitoring; soil measurement; stream measurement; evaporation/plant stress management; reading of meters and gauges.~~
- During periods of construction, inspects construction activities/installation of monitoring equipment; responds to water waste complaints by making site inspections, proposing solutions, and taking appropriate enforcement action.;
- Manages inventory and maintenance of field equipment; sets up test/monitoring equipment; takes photographs as documentation; makes visual inspections and documents observations; exercises discretion in selecting work sites and takes appropriate safety precautions.
-

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➢ **Supervision and general office:**

- Plans, trains, motivates, organizes and supervises the work of assigned staff; selecting personnel, making assignments, and setting priorities.;
- Develops standards of performance for each position supervised and advises subordinates of those standards;.
- Observes and documents performance and prepares periodic and special evaluations of performance, goals, and objectives.;
- Develops work procedures and practices for assigned staff.
- Assists~~Directs~~ the Information Technology program, including managing IT consultants and all hardware / software maintenance and upgrades. ~~Serves as Agency Webmaster.~~

QUALIFICATIONS

~~➢ **Knowledge of:**~~

- ~~➢ Field hydrologic, climatologic and biologic data collection methods;~~

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- Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development;
- Field hydrologic, climatologic and biologic data collection methods;
- ~~-~~Budget development and expenditure control;.;
- ~~Employee development and training;~~
- Principles of supervision, employee development and training, and employee evaluation;.
- Information Technology.

➢ **Ability to:**

- Work with a high degree of independence within established guidelines and responsibilities;~~;~~
- Operate a vehicle observing legal and defensive driving practices;
- Plan, organize, direct, coordinate and manage Agency engineering, water supply facilities and hydrologic monitoring functions;
- Provide supervision, training, and work evaluation for assigned staff;
- Develop and administer the budget and fiscal controls for assigned functions;
- Provide advice and consultation on engineering problems and requirements;
- Direct the preparation of~~and prepare~~ comprehensive technical reports;
- Collect and analyze data on a variety of technical, analytical, and administrative topics;
- ~~Serve as General Manager when delegated;~~
- ~~Communicate well during public presentations~~Effectively communicate technical information;
- Responsib~~Effective~~ly represent Agency policies, programs, and services with employees, contractors, representatives of other agencies, and the public;
- Establish and maintain cooperative working relationships.

LICENSE REQUIRED

- Possess and maintain a valid California driver's license and clean DMV record.
- Maintain automobile liability coverage with a minimum of $50,000 single limit or $50,000/100,000 per occurrence during employment.

- ~~Clean DMV record.~~

TRAINING AND EXPERIENCE Any combination of education, training and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position. A typical way to obtain the knowledge, skills, and abilities would be:

Training: Completion of bachelor's degree in hydrology, geology, or engineering with training and/or experience in environmental studies/sciences, planning, public administration, preferably supplemented by graduate and/or professional level courses. A master's degree is preferred.

Experience: Five or more years of professional-level experience with closely related research work in hydrology, geology, or environmental sciences, with some direct experience in water resource management or planning. ~~Some m~~Management experience is ~~very~~ desirable.

Registration: Registration as a professional hydrogeologist, geologist, or civil engineer in the State of California is preferred~~required; possession of, or ability to obtain, certification as a hydrogeologist with the California Department of Consumer Affairs preferred~~.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Employee may be required to:

- ~~t~~We ~~w~~work evenings, weekends, holidays, split shifts; use a personal vehicle in the course of employment;
- ~~a~~Attend periodic evening meetings; travel within/~~-~~outside Agency boundaries;
- ~~May w~~Work at a computer for long periods of time;~~.~~
-

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- vVery infrequently ~~may~~ perform work that requires frequent lifting, pushing and pulling of objects weighing approximately 50 pounds and may occasionally be required to lift up to 100 pounds with assistance;
- W~~May be required to w~~ork in inclement weather and in the sun, cold and rain; and
- W~~May be required to w~~ork with harsh or toxic substances and will be required to wear protective apparel.
- ~~;~~

Employee must be able to:

- W~~May w~~alk long distances on uneven terrain and to stand, stoop, reach and bend for prolonged periods;~~.~~
- R~~Must be able to r~~each, grasp and manipulate small objects;~~.~~
- ~~Must be able to H~~hear test equipment in operation and to be aware of danger in the field; and~~.~~
- D~~Must be able to d~~istinguish shades of color.

~~May be required to work in inclement weather and in the sun, cold and rain;~~

- ~~May be required to work with harsh or toxic substances and will be required to wear protective apparel.~~

Note: R~~r~~easonable accommodations can and will be made for the above demands and working conditions~~tasks~~ if required.

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2025 Production Monthly Summary as of September

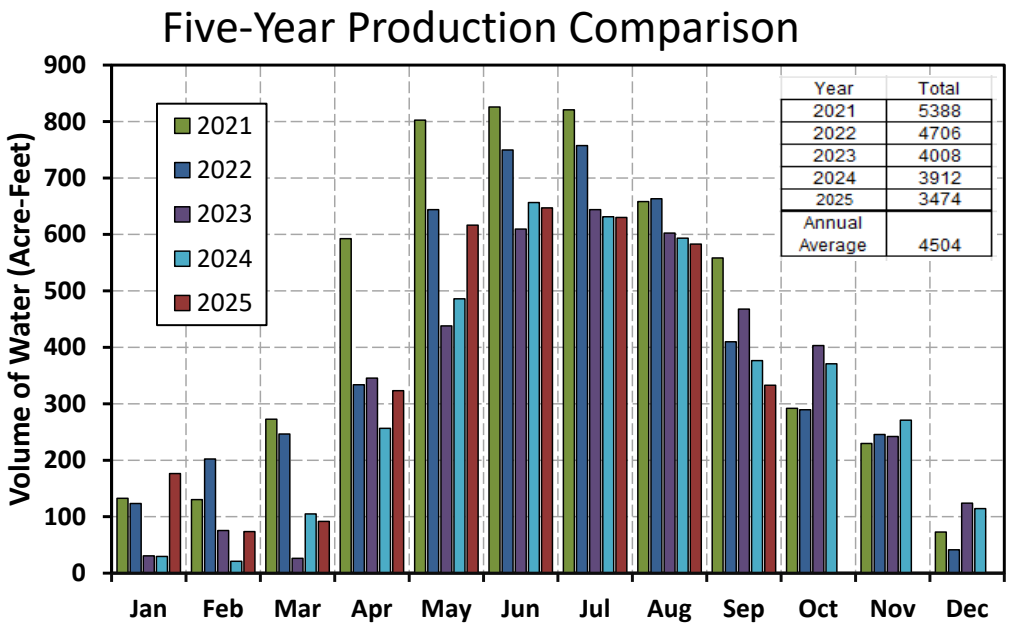
All totals are in Acre Feet

	January	February	March	April	May	June	July	August	September	October	November	December	Individual Totals
Harkins Slough Project:													
Diverted to Recharge Basin	0.00	174.82	211.68	258.56	168.10	0.00	0.00						813.16
Coastal Distribution System (CDS):													
Recovery Wells	9.09	5.40	7.03	21.02	36.37	32.01	25.14	22.30	17.43	0.00	0.00	0.00	175.79
Supplemental Wells													
SW #1	3.27	1.54	0.23	17.50	60.78	3.46	0.00	0.00	0.00	0.00	0.00	0.00	86.79
SW #2	2.03	0.55	2.10	25.67	155.38	110.09	78.96	71.07	52.45	0.00	0.00	0.00	498.28
SW #4								31.97	12.63				44.60
Supplemental Wells Subtotal	5.30	2.09	2.33	43.17	216.15	113.55	78.96	71.07	52.45	0.00	0.00	0.00	629.66
College Lake Project						131.76	183.13	138.12	128.65	0.00	0.00	0.00	581.66
RWF Blend (See Breakdown Below)	161.95	66.26	82.43	258.95	363.96	369.69	342.73	319.36	262.94	0.00	0.00	0.00	2228.27
CDS Total	176.34	73.75	91.79	323.14	616.48	647.01	629.96	582.82	332.82	0.00	0.00	0.00	**3474.11**

Approximate Recycled Water Blend Breakdown:

Estimated Recycled Water	152.92	55.88	76.48	208.09	274.89	292.80	310.57	304.87	250.53	0.00	0.00	0.00	1927.04
RWF No_1 (potable)	9.02	10.37	5.958	50.86	89.07	76.89	32.16	14.50	12.41	0.00	0.00	0.00	301.23

* Recycled Water Blend Breakdown is Approximate because there is always some water in the tank that may be recycled water or RWF No-1 Water, "Est Recycled Water" is the RWF Blend total, (which is measured by the RWF Distribution meter after the tanks,) MINUS the RWF No_1 total, which is measure before the No_1 water goes into the tanks to blend.



2025 Production Percentages:				
Recovery Wells	Potable Water	College Lake	Supplemental Wells	Recycled Water
5%	9%	17%	18%	55%

*Preliminary, Subject to Revision

From: Form700@fppc.ca.gov <Form700@fppc.ca.gov>
Sent: Wednesday, October 1, 2025 7:48 AM
To: Brian Lockwood <Lockwood@pvwater.org>
Subject: October 2025 Informational Updates

Caution: External Email

FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811

October 1, 2025

Brian Lockwood

36 Brennan Street
Watsonville, CA 95076

Subject: October 2025 Informational Updates (This correspondence is information for Filing Officers and Filing Officials and serves as a monthly reminder. This information pertains to statements forwarded to the Fair Political Practices Commission**.)**

PLEASE READ

Thank you to those who have logged into our system and updated the filer information as the law requires. If you have not done so, please consider doing it as soon as possible. It is your responsibility as the filing official to keep the filer's information in our system current. Also, if you cannot log in, need to create an account, or get a password reset, please email form700@fppc.ca.gov.

1. Keep the system up to date, including assuming and leaving information. If a filer leaves, add the leaving date. The filer is **not** deleted. If the position is not listed, contact your FPPC contact. **AB1170 was signed by the Governor in September of 2024. Filers must use the FPPC e-filing system if FPPC is the filing officer.**
2. If a filer has a medical issue or has passed away, inform us ASAP so we don't send notices to that filer.
3. Remind your filers that if they receive emails from us, don't ignore them. Contact the sender.
4. FYI – We will send the notice regarding Article II on November 10, 2025.
5. Filing Official Training will be held at 1:00 p.m. on October 29.

Topic: Filing Official Training

Time: Oct 29, 2025 01:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/84422257554?pwd=kjFgcpgqUfqQcC36yjOBMvAdbthEgs.1

Meeting ID: 844 2225 7554

Passcode: 052961

Have a working communication with your FPPC contact. Communication is the key!

If you have any questions, don't hesitate to get in touch with your FPPC Filing Officer at form700@fppc.ca.gov

Sincerely,

Andrea Carey
(279)237-3757
Form700@fppc.ca.gov

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

84-27131
1.3.11

VIA ELECTRONIC MAIL ONLY

October 01, 2025

Subject: Notification Regarding the Absence of Fiscal Year 2025 Appropriations (Government Shutdown), Continuation of Performance and Possible Consequences for Costs Incurred Under Financial Assistance Agreement R25AP00224 with the Bureau of Reclamation

Dear Recipient:

Our records indicate that you have the above referenced active grant or cooperative agreement (financial assistance agreement) with the Bureau of Reclamation, Department of the Interior. If you do not have a current active financial assistance agreement with the Bureau of Reclamation, Department of the Interior (Reclamation), please disregard this notification.

Currently, due to the absence of Fiscal Year 2026 appropriations, Reclamation is currently implementing a shutdown to curtail non-essential agency functions. Performance under the referenced financial assistance agreement should continue during the Government Shutdown. All terms and conditions of the referenced financial agreement remain unchanged.

This notification serves to inform you that requests for reimbursements for any work performed during this funding gap may not be processed. Significant delays in processing requests for reimbursement subsequent to the funding gap may be experienced as well. For all circumstances, costs incurred in excess of current federal obligations or beyond the period of performance under any Reclamation financial assistance agreement are incurred at the Recipient's own risk. There is no guarantee that subsequent to the funding gap, federal appropriations will be made available for obligation or extensions to the period of performance will be approved.

If you have questions regarding this notification, please contact Katherine (Kat) Calagua at 303-445-2049 or by e-mail at kcalagua@usbr.gov.

Sincerely,

_____
Grants Officer

From: Form700@fppc.ca.gov <Form700@fppc.ca.gov>
Sent: Monday, October 6, 2025 8:40 AM
To: Brian Lockwood <Lockwood@pvwater.org>
Subject: SB852 - Public Official Who Manage Public Investments

Caution: External Email

FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811

October 6, 2025

Brian Lockwood

36 Brennan Street
Watsonville, CA 95076

Subject: Government Code 87200 - Public officials who manage public investments (SB 852 Implementation)

The recently enacted SB 852 added public officials who manage public investments to the list of individuals for whom the Commission is the filing officer for statements of economic interest. Effective January 1, 2026, those public officials must file their statements of economic interest using the Commission's electronic filing system.

To support a smooth transition, please provide to the Commission by email at Form700@fppc.ca.gov a list of your agency's positions that are public officials who manage public investments (including whether the position is elected), the names of those filers, their email addresses, and their start date by **November 14, 2025**. This information will ensure that all Commission filers are added to the system and receive login credentials for the Commission's electronic filing system by the end of December 2025. Please see Regulation 18700.3(b) for information on what officials qualify as public officials who manage public investments.

If you have any questions or concerns, feel free to contact the Commission's SEI Unit at Form700@fppc.ca.gov.

Cyndi Glaser, SEI Manager

Form700@fppc.ca.gov

CENTRAL WATER DISTRICT
400 Cox Road – Post Office Box 1869
Aptos, California 95001-1869
(831) 688-2767

DATE: September 11, 2025

TO: Board of Directors

FROM: District Manager

SUBJECT: Updated NHEH Opposition Letter Regarding Proposed Energy Storage Facilities within the Central Water District Sphere of Influence

During the Board of Directors meeting on July 16, 2025, the District Manager presented a sample letter addressed to Second District Supervisor Kimberly DeSerpa, expressing the District's opposition to the proposed BESS (Battery Energy Storage System) site on Freedom Boulevard.

Per the Board's direction, the District's legal counsel, Noland, Hamerly, Etienne & Hoss (NHEH), drafted a letter to Supervisor DeSerpa that was presented at the August 20th Board Meeting. At that time, the Board determined that several edits were required.

In all, the District's legal Counsel updated the draft letter, incorporating additional language, formatting, etc. as suggested by the Board. The finalized and signed letter is attached for your review and approval.

Also, below is a link to a recent article by Caroline Hemphill, published in the *Santa Cruz Sentinel (Online)* on August 25, 2025, describing nearby BESS activity.

PG&E's Moss Landing battery storage system will remain idle until 2026 (https://www.santacruzsentinel.com/2025/08/25/pges-moss-landing-battery-storage-system-will-remain-idle-until-2026)

Recommended Action(s): That, **BY MOTION**, the Board of Directors approve NHEH's draft letter, and direct staff to mail the letter to the County of Santa Cruz Board of Supervisors.

NOLAND
HAMERLY
ETIENNE
HOSS

Attorneys at Law | A PROFESSIONAL CORPORATION

WWW.NHEH.COM
E-MAIL HQUINN@NHEH.COM
831-424-1414 EXT. 219
OUR FILE NO. 32831.000

September 9, 2025

Stephen W. Pearson
Anne K. Secker
Randy Meyenberg
Christine G. Kemp
Timothy J. Baldwin
** Charles Des Roches*
** Robert D. Simpson*
Ana C. Toledo
** Leslie E. Finnegan*
Lindsey Berg-James
Daniel J. Little
Heidi A. Quinn
Sharilyn R. Payne
Anne Frassetto Olsen
** Yvonne A. Ascher*
William H. Fabor III
Geraldine A. Villa
Charles W. Mollaney
Chiara Veronesi
Sierra A. Rhodes
Jake J. Fathy
Michael Masuda
(Of Counsel)

Harry L. Noland
(1904-1991)
Paul M. Hamerly
(1920-2000)
Myron E. Etienne, Jr.
(1924-2016)
Peter T. Hoss
(1934-2018)

* CERTIFIED SPECIALIST

VIA REGULAR MAIL

Kimberley De Serpa, Supervisor
Santa Cruz County 2nd District
701 Ocean Street, Room 500
Santa Cruz, CA 95060

Re: **Proposed Energy Storage Facilities within the Central Water District Sphere of Influence**

Dear Supervisor De Serpa,

Our firm serves as general counsel to the Central Water District ("District"), which is a special water district located in Santa Cruz County. I am writing on behalf of the District Board of Directors ("Board") to express the District's strong opposition to the Santa Cruz County ("County") Board of Supervisors regarding the installation of the proposed battery energy storage system ("BESS") facility in Aptos, California ("Project"). The District has many concerns regarding the proposed Project and its potential negative impacts on our community.

Proposed Site Location

The proposed Project is less than 100 feet from residential homes and is located 500 feet from Aptos High School (with over 1,300 students on campus when in session). The proposed Project site is also located 900 feet away from the New Hope Aptos church, a local institution with a Food Pantry program that regularly distributes produce and pantry goods to the community. Additionally, the District's new drinking water well, coming online in 2026, is less than 600 feet away from the proposed Project site, and the District's remaining three (3) drinking water wells are just downstream of the proposed Project.

Wildfire Vulnerability

The Project site is highly vulnerable to wildfire. The BESS facility would be composed of lithium batteries, which can be extremely dangerous if they overheat, causing the batteries to catch fire. While all types of batteries used in similar large

storage facilities have a history of failures, lithium-ion battery fires emit toxic gases within seconds of igniting, are notoriously difficult to extinguish, prone to reignition, and can blanket entire neighborhoods in hazardous smoke for days. Containment efforts are often the only option for such fires, but containment cannot eliminate the smoke and toxic material that would be released into the local atmosphere with contaminants that are unsafe to breathe and can leach into the soil and reach the groundwater table. This poses severe health risks to first responders, local residents, and schoolchildren. In the event that a fire spreads beyond containment, the proposed Project site's natural vegetation, steep terrain, and surrounding landscape pose a significant and immediate threat to all nearby homes, schools, churches, and businesses.

Environmental and Public Health Risks

In addition to the heightened risk of wildfires, the proposed Project site presents other environmental and public health risks. Thermal runaway fires at BESS facilities require significant amounts of water to cool and control. The proposed Project site currently has no water connection or source to implement fire protection measures. As a result, there are concerns regarding the volume of water needed to fight this type of fire, and the potential for contamination of any water or fire-extinguishing compound used to combat the fire. The only nearby water supply is the District's wells, primarily used as a source of residential drinking water for our customers. A prolonged fire could eliminate the District's storage supply of drinking water and cause significant damage to infrastructure, resulting in health and safety issues for District customers.

The proposed Project's location within the Santa Cruz Mid-County Groundwater Basin water table raises additional water quality concerns. Water or fire-extinguishing compounds used to combat the fire could easily become contaminated with heavy metals and toxic material and be absorbed into the region's soil, causing severe negative environmental impacts to the local ecosystem. Water and compounds used to fight a fire that are not absorbed into the soil above the aquifer will flow offsite. Runoff not absorbed into the aquifer would flow toward Valencia Lagoon, a primary habitat for the endangered Santa Cruz Long-Toed Salamander, and continue from there to merge with Valencia Creek, Trout Creek, and Aptos Creek before it exits to Monterey Bay.

The proposed Project presents an unacceptable risk to the health and safety of our customers and community. This letter serves as an official protest against the Project. The District respectfully requests that the County Board of Supervisors reject the proposed Project location.

CEQA Compliance

Further, as you evaluate other proposed BESS projects within the County and within the District's Sphere of Influence, the District requests that the County carefully

and fully consider the associated adverse fire, economic, environmental, and public safety risks. Accordingly, this letter serves as a standing protest against the consideration or approval of any future BESS facilities within the District's Sphere of Influence that do not include full environmental review under the California Environmental Quality Act ("CEQA"). Failure to comply with CEQA requirements results in a lack of consideration for the potentially significant impacts of a project, including the loss of endangered species habitat, degradation of water quality, and compliance with Section 15201 of the CEQA guidelines regarding provisions for wide public involvement, consistent with existing activities and procedures, in order to receive and evaluate public reactions to environmental issues.

Sincerely,

NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation

Heidi A. Quinn

HAQ:tsg

DRAFT

From: Max Christian <mchristian@newleafenergy.com>
Sent: Friday, October 10, 2025 9:23 AM
To: Brian Lockwood <Lockwood@pvwater.org>
Subject: Proposed Battery Storage Project - Watsonville

Hi Brian,

I'm reaching out on behalf of New Leaf Energy regarding the proposed battery energy storage project near Watsonville. I enjoyed meeting with you earlier in the year and would welcome the opportunity to meet with you again or any of your directors to discuss any questions or concerns about the project.

I'm available via phone, virtually or in person. I'm also happy to respond to questions via email.

Concurrently, the County of Santa Cruz is considering an ordinance to regulate the siting and safety of battery energy storage in the County. Supervisor Hernandez's office has scheduled a community meeting on Monday, October 27 (5:30-7:00pm, Watsonville City Council Chambers, 275 Main St., Top Floor). The intent of the meeting is to provide additional information on the County's proposed battery energy storage ordinance in advance of the Board of Supervisors' scheduled vote on the matter on November 18.

In case it is helpful to you, what follows is background and basic information about the project and the ordinance:

New Leaf Energy is proposing the Seahawk battery energy storage facility to be built at 90 Minto Rd., adjacent to the existing PG&E Green Valley Rd. substation. The facility will store clean energy for use during peak electricity demand periods in order to help prevent power shutoffs, reduce harmful air pollution and support the transition to renewable energy.

The project will occupy 14 acres on a 47-acre parcel. The area of the parcel to be developed includes lower quality soil that has been less productive historically. The remaining 33 acres will be placed in a permanent agricultural easement to ensure farming continues.

The Minto Rd. parcel was selected because of its proximity to the existing PG&E substation, which is the only viable site for grid-scale battery storage in Santa Cruz County, and due to the substation's critical grid location for ensuring electricity reliability across the County.

In addition to benefits related to a more stable electricity grid, decarbonization and air quality, the Seahawk project will provide significant local economic benefits including:

- $41 Million in property tax revenue over 20 years ($2 Million est. annually) for the County of Santa Cruz, with allocations for schools, libraries, special districts.
- $8 Million in net sales tax revenue for the County of Santa Cruz from the purchase of equipment.
- $2 Million contribution to establish a local Community Benefit Fund for public/community projects.
- $100,000 contribution to the fire protection district for training and specialized equipment.

In terms of safety, the project will meet or exceed the most up to date National Fire Code and California State battery storage requirements. In contrast with older systems that have experienced significant safety issues (such as the January 17 fire at Moss Landing), the Seahawk project will include new modular technology battery units that are housed within purpose-built, sealed containers and meet national fire safety and testing standards.

Each container will be physically separated by a buffer zone of several feet and equipped with on-board monitoring, remote shut-off and specialized fire suppression systems. The batteries will utilize lithium-iron-phosphate (LFP) chemistry, which is far more stable than the nickel-manganese-cobalt (NMC) chemistry found in first-generation systems. LFP is specifically designed for stationary grid applications, whereas the more reactive NMC batteries were developed for electric vehicles.

The project will have a robust Emergency Response Plan developed in coordination with local fire protection agencies. The battery energy storage system will be set back from the property boundary in compliance with national codes and battery testing certifications. This will ensure minimum safe distances for first responders and safe air quality for surrounding areas in the unlikely event of an emergency. The project site will also have a 14-foot tall fire-rated wall around the perimeter. No water runoff will happen during an emergency response because any water used by first responders would be collected in a retention basin, tested, and only released from the property if deemed safe. In addition, no groundwater penetration will be possible because the entire site will be lined with an impermeable barrier.

I would welcome the opportunity to engage with you directly. Please let me know if you would like to meet, or would like additional information about the proposed Seahawk

project. In the meantime, please visit the project website (www.seahawkenergystorage.com), where you can explore comprehensive FAQs and a bilingual brochure that further explains battery technology and more.

Best,
Max

--

Max Christian
Senior Project Developer
mchristian@newleafenergy.com
Cell: (424) 537-9168