PAJARO VALLEY WATER MANAGEMENT AGENCY

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

ADMINISTRATION & FINANCE COMMITTEE MEETING
Via Teleconference
Tuesday, January 11, 2022, 3:00 p.m.
MEETING AGENDA

Due to COVID-19, Public access is limited to teleconference. Please see details below.

1. Call to Order and Roll Call:
   Committee members: Bob Culbertson (Chair), Amy Newell, Abel Sanchez
2. Director Comments
3. Public Comments
4. Election of Officers for 2022: Chair, Vice Chair
5. Consider Approval of December 13, 2021 Administration & Finance Committee Meeting Minutes
6. Conduct Annual Review of Administration & Finance Committee Bylaws
7. Consider Aromas Water District Request to Annex and Extend Service to Certain Cole Road and Rocks Road Properties
8. Consider Amendment to Agreement with Smith & Associates, Inc. for College Lake Integrated Resources Management Project Pipeline Property Appraisals in an amount not to exceed $120,000
9. Consider Finance & Administrative Services Manager Recruitment
10. Review and Consider Accepting Quarterly Reports
    a. Billing Summary
    b. Account Adjustments
11. Review and Consider Accepting Financial Reports
    a. Activity Report
    b. Investment Report

PV Water is a state-chartered local Agency formed "to efficiently and economically manage existing and supplemental water supplies in order to prevent further increase in, and to accomplish continuing reduction of, long-term overdraft and to provide and insure sufficient water supplies for present and anticipated needs within the boundaries of the Agency. It is anticipated that long-term overdraft problems may not be solved unless supplemental water supplies are provided. The water management Agency should, in an efficient and economically feasible manner, utilize supplemental water and available underground storage and should manage the groundwater supplies to meet the future needs of the basin." This agenda is subject to revision and may be amended prior to the scheduled meeting. If amended, a Final Agenda will be posted at the PV Water offices at 36 Brennan Street, Watsonville, 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 1990 (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 at (831) 722-9292 during regular business hours, at least 24 hours prior to the time of the meeting.

12. Review and Consider Accepting Cash Flow Reports
    a. A/R Aging Update
    b. A/P Reports

13. Discuss future agenda items and next meeting date – Tuesday, February 8, 2022, 3:00 p.m.

Adjourn

TELECONFERENCE ACCESS INFORMATION

Join the Administration & Finance Committee meeting from your computer, tablet or smartphone.
https://www.gotomeet.me/PVWater/pv-water-administration-finance-committee

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
Access Code: 392-853-285

Please note all meeting materials are posted to the Administration & Finance Committee web page:
https://www.pvwater.org/administration-finance

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ADMINISTRATION & FINANCE COMMITTEE
DRAFT MEETING MINUTES of
Tuesday, December 14, 2021, 3:00 p.m.
Teleconference Meeting due to COVID-19

The teleconference meeting was called to order at 3:00 p.m.

1. **Roll Call of Committee Members**:

   Committee Members Present: Bob Culbertson (Chair), Stephen Rider (Vice Chair), Amy Newell
   Committee Members Absent: none
   Staff Present: Brian Lockwood, General Manager (GM), Helen Rodriguez, Finance & Administrative Services Manager (FASM)
   Others Present: Christopher Brown, CPA, Fedak & Brown, LLP – Auditor; Al Eaton, public

2. **Director Comments:** Director Newell stated she attended the December 7, 2021 State Water Resources Control Board meeting where the Board approved the College Lake Integrated Resources Management Project water right application, and noted the significance of this action.

3. **Public Comments:** None

4. **Consider Approving Minutes of November 9, 2021 Committee Meeting:**

   Action: Director Newell moved to approve the November 9, 2021 minutes; Seconded by Director Rider.

   The motion carried following roll call vote:

   Ayes: **Culbertson, Rider, Newell**
   Noes: **None**
   Abstain: **None**
   Absent: **None**

5. **Consider Review Annual Financial Report for Fiscal Year ended June 30, 2021**
   GM Lockwod introduced Christopher Brown, CPA, of Fedak & Brown. LLP. Mr. Brown presented the audit opinion, findings, and results to the Committee, and then responded to questions.

   Action: Director Rider moved that the Committee accept the annual financial report for the fiscal year ended June 30, 2021 and place it on the consent item agenda for Board consideration; Director Newell offered a friendly amendment to the motion to place the item on the action agenda; this was accepted by Director Rider; seconded by Director Newell.

   Ayes: **Culbertson, Rider, Newell**
   Noes: **None**
   Abstain: **None**
   Absent: **None**

6. **Consider Accepting Financial Reports:**

Action: Director Rider moved to accept the Financial Reports and place them on the consent agenda for Board consideration of approval; seconded by Director Culbertson.

The motion carried following roll call vote:

Ayes: **Culbertson, Rider, Newell**
Noes: **None**
Abstain: **None**
Absent: **None**

7. **Consider Accepting Cash Flow Reports:**

Action: Director Newell moved to recommend approval the Cash Flow Reports, accounts receivable and accounts payable, and place them on the consent agenda for Board consideration of approval; seconded by Director Culbertson.

The motion carried following roll call vote:

Ayes: **Culbertson, Rider, Newell**
Noes: **None**
Abstain: **None**
Absent: **None**

8. **Discuss Future Agenda Items and Next Meeting Date:** Next meeting date set for Tuesday, January 11, 2022, 3:00 p.m. Included on the agenda will be an item to select Committee officers and another to conduct the annual review of Administrative and Finance Committee bylaws.

Adjournment: 3:44 p.m.

Resolution 2019-04

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

Amending Bylaws for the Administration and Finance Committee

WHEREAS, each year the Board of Directors of the Pajaro Valley Water Management Agency ("PV Water") appoints three Directors to serve on its Administration and Finance Committee ("Committee"), a standing committee of the Board;

WHEREAS, the Board established bylaws to govern the Committee at its April 20, 2016 meeting;

WHEREAS, on February 12, 2019, the Committee voted to recommend approval of the Amended "Pajaro Valley Water Management Agency Administration and Finance Committee Bylaws," attached hereto.

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

Amend the attached Pajaro Valley Water Management Agency Administration and Finance Committee Bylaws.

PASSED AND ADOPTED by the Pajaro Valley Water Management Agency, County of Santa Cruz, State of California, the **20th** day of **February, 2019**, by the following vote:

AYES: **Newell, Culbertson, Bannister, Zamora, Bussey, Broz**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

Amy R. Newell

Amy Newell, Chair

Attest:

L R Taay

Laura R. Taay, Board Secretary

PAJARO VALLEY WATER MANAGEMENT AGENCY

ADMINISTRATION AND FINANCE COMMITTEE BYLAWS

ARTICLE I: PURPOSE

The purpose of the Administration and Finance Committee ("Committee") is to advise the Board of Directors ("Board") and staff of the Pajaro Valley Water Management Agency ("Agency") on administrative and financial oversight for the organization.

ARTICLE II: STRUCTURE

The Committee shall constitute a standing committee of the Agency and shall meet until otherwise directed by the Board. The Committee's subject matter jurisdiction is limited to matters expressed herein, together with all matters necessarily incidental thereto. Except as otherwise expressly provided in these bylaws or by resolution of the Board, the Committee does not make binding decisions on those matters; rather, the Committee makes recommendations to the Board.

ARTICLE III: OFFICERS

1. Officers of the Committee shall consist of a Chair and Vice Chair, which shall be selected from the members of the Committee and elected by a majority vote of the members present.
2. Election of the officers shall take place annually at the January meeting of the Committee.
3. The Vice Chair shall assume the role of Chair in the event the Chair is absent.
4. If a vacancy of the Chair or Vice-Chair occurs, it shall be filled by election at the next regularly scheduled committee meeting.

ARTICLE IV: MEMBERS

1. The Committee shall be comprised of three Directors from the Board.
2. Membership shall be for a term of one year.
3. At the Board's December meeting, the Board shall appoint the Directors to serve on the Committee for the following year, and the Board shall make a new appointment when a vacancy occurs on the Committee.
4. Three successive absences of a member without notifying the Committee shall be cause for the member to be removed from the Committee.

ARTICLE V: MEETINGS

1. The Committee shall comply with all applicable laws, including the Ralph M. Brown Act.
2. Committee meetings shall be held monthly one week prior to board meeting at a location and time established by the Committee and noticed on meeting agendas. Any future regular meeting of the Committee may be moved if approved by a majority of the members present at a regular meeting.
3. The Chair or Vice Chair may call a special meeting of the Committee after proper notification.
4. A majority of the members of the Committee constitutes a quorum of the Committee.
5. Any decision of the Committee and/or recommendation to the Board shall require a majority vote by the members present for passage.

6. Every member shall have one vote.
7. Meetings shall be open to the public and members of other governmental agencies. Visitors may express their opinions or make requests during public comment.
8. All meetings shall be conducted pursuant to *Rosenberg's Rules of Order*.
9. Minutes shall be taken at every meeting and shall be considered for approval at the next meeting.

ARTICLE VI: RESPONSIBILITIES

1. The Committee shall review, consider, and make a recommendation to the Board regarding the following:
    a. Monthly Reports:
        i. Financial Reports including: Activity Report, Investment Report, and Accounts Payable Report
        ii. A/R Aging and Collections Report
        iii. Preliminary Budget to Actual Report
    b. Quarterly Reports:
        i. Quarterly Billing Summary
        ii. Contract Commitments
        iii. Account Adjustments/Write offs
    c. Annual Review:
        i. Budget and Budget Amendments
        ii. Investment Policy
        iii. Cash Reserve Policy
    d. Updates to the Agency's Conflict of Interest Code as needed
    e. Other administrative and financial review as needed

ARTICLE VII: ADMINISTRATION

1. Agency staff shall prepare the agenda for each regular and special meeting of the Committee.
2. These Bylaws shall be reviewed annually for recommended updates or more often if requested by the Committee and/or the Board.

MEMORANDUM

DATE: January 7, 2022
MEETING OF: January 11, 2022
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 7**: Consider Aromas Water District Request to Annex and Extend Service to Certain Cole Road and Rocks Road Properties

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INTRODUCTION

The Pajaro Valley Water Management Agency (PV Water or Agency) Board of Directors (Board) is being asked to consider a request for exemption from Ordinances 98-01 and 98-02 from the Aromas Water District (AWD) in order to extend service to Certain Cole Road Properties and the 1600 Rocks Road Property, and adopt agreements between the two agencies formalizing these exemptions. The two agreements are attached for the Board's consideration of approval.

DISCUSSION

Over the last serval years, AWD has received requests for service from property owners along Cole Road for health and safety reasons. These requests, which came from single parcels, led to annexations to the AWD boundary following approval by the PV Water Board and Local Area Foundation Commission (LAFCO) action. Following these requests, AWD staff has now determined it would be more efficient if the entire area around Cole Road was annexed at one time. AWD staff conducted outreach to this extent. AWD's actions related to the Cole Road annexations are summarized in the attached AWD staff report, dated August 18, 2021.

AWD also received a request for water service from an individual, Ms. Cynthia Reyes, who lives at 16000 Rocks Road. An AWD staff report, dated November 16, 2021 (attached), states, "Her parcel is within the District's Sphere of Influence, though it is not a part of the annexed area. Since this is a small parcel, staff looked at annexing the developed parcels along Rocks Road up to the Rancho Larios subdivision…"

Robert Johnson, AWD General Manager, will attend the PV Water Board meeting to deliver a presentation on these items and answer questions.

As with previous annexations, agreements between the PV Water and AWD were drafted and are attached to this report. If the Board approves the agreements, the next step in the annexation process is for AWD staff to meet with LAFCO to discuss specific actions and tasks that need to be completed for LAFCO approval. If approved by LAFCO, the annexations are official.

DISCUSSION

The requested action potentially conflicts with two PV Water ordinances, 98-1 and 98-2. Ordinance 98-1 was adopted by the PV Water Board in 1998, and states that water extracted or

otherwise produced within the Agency boundaries "shall not be exported outside the jurisdictional boundaries of the Agency," but allows the Board to waive this restriction if the Board finds that doing so is consistent with the Agency's duly adopted BMP and is necessary to "preserve the health and/or safety of individuals living outside the Agency boundaries." Ordinance 98-2, which was approved by ballot initiative in 1998, does not have such an exemption.

PV Water received similar requests from AWD in 2005, 2010, 2018, 2019, 2020, and 2021. In 2005, the Board determined that the export prohibition of Ordinance 98-2 implicitly authorized the granting of a waiver under circumstances substantially similar to those presented here, and approved an agreement authorizing AWD to extend water service to the Orchard Acres Subdivision. In 2010, the Board voted to approve Exemption from Water Export Ordinances 98-1 and 98-2 to allow Aromas Water District connection to Oakridge and Via Del Sol Subdivisions. The 2018 and 2019 annexation requests were for 1) a single parcel within the Rancho Larios Subdivision (Eilert) and 2) four contiguous parcels along the east side of Cole Road. The 2020 annexation request was for a single parcel along the east side of Cole Road (Bravo Property). The 2021 annexation request was for a single parcel along the east side of Cole Road (Martinez Property, APN 011-028-020).

FISCAL IMPACT

Negligible.

STAFF RECOMMENDATION

Staff will make the recommendation described below to the Board of Directors. Staff recommend the Committee review this matter and consider making a recommendation to the Board.

The Board consider the agreements, in substantially the same form as the versions attached, authorizing Aromas Water District to annex and extend service to certain Cole Road and Rocks Road properties.

ATTACHMENTS

- Agreement Authorizing Aromas Water District to annex and extend service to certain Cole Road properties
- AWD Staff Report dated August 18, 2021 regarding Cole Road Properties
- Agreement Authorizing Aromas Water District to annex and extend service to 1600 Rocks Road
- AWD Staff Report dated November 16, 2021 regarding 1600 Rocks Road
- AWD Resolution 2021-13
- Presentation regarding AWD Annexation Requests dated August 24, 2021 and November 23, 2021
- Map illustrating locations of parcels requesting annexation and water service

AGREEMENT AUTHORIZING AROMAS WATER DISTRICT TO ANNEX AND EXTEND SERVICE TO CERTAIN COLE ROAD PROPERTIES

This AGREEMENT AUTHORIZING AROMAS WATER DISTRICT TO ANNEX AND EXTEND SERVICE TO CERTAIN COLE ROAD PROPERTIES ("Agreement") is made and entered into on the date it has been executed by all parties hereto (the "Effective Date") by and between the AROMAS WATER DISTRICT ("Aromas"), a special district organized and existing under the County Water District Law (Water Code §30000, et seq.) and Pajaro Valley Water Management Agency ("PV Water"), a public agency organized and existing under the Pajaro Valley Water Management Agency Act (the "Act") (Water Code Appendix, Chapter 124) (Aromas and PV Water are collectively referred to hereinafter as the "Parties" or individually as the "Party"), who agree as follows:

RECITALS

A. PV Water was formed in 1984 by a special act of the California Legislature with the express purpose of and authority for management of the groundwater resources of the Pajaro Valley to reduce long-term overdraft and ultimately balance the groundwater basin.

B. Pursuant to the Act, Section 516, PV Water has "prevailing authority over any special district within the boundaries of the agency which exercises any of the powers enumerated in" the Act.

C. The Sustainable Groundwater Management Act ("SGMA") (Cal. Water Code § 10270, et seq.), enacted by the California Legislature in 2014, provides for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and feasible assistance necessary to manage groundwater.

D. Section 10723(c)(1)(L) establishes PV Water as the exclusive local agency within its statutory boundaries to comply with the requirements of SGMA.

E. By Resolution No. 2015-25, adopted on August 19, 2015, PV Water elected to become a Groundwater Sustainability Agency under SGMA for that portion of the Pajaro Valley Groundwater Basin underlying its statutory boundaries.

F. While Aromas is mostly within the jurisdictional boundaries of PV Water, a portion of its territory is located outside of PV Water boundaries and outside of the California Department of Water Resources definition of the Pajaro Valley Sub-basin 3-002.01.

G. In 1998, the Board of Directors of PV Water adopted Ordinance 98-1, which prohibits water extracted or otherwise produced within the jurisdictional

boundaries of PV Water from being exported, except for uses or contractual commitments that pre-dated the ordinance. Under the terms of Ordinance 98-1, the export prohibition may be waived by the Board of Directors if the waiver is consistent with the PV Water's adopted Basin Management Plan.

H. Also, in 1998, Ordinance 98-2 was adopted by voter initiative, which mandates that PV Water prohibit all new exports of water outside the boundaries of PV Water.

I. In 2003, Aromas and PV Water entered into the AGREEMENT FOR PERMITTING OF NEW WELL ("2003 Agreement"), pursuant to which PV Water authorized Aromas to construct a new well outside of but immediately adjacent to PV Water's boundary (the "San Juan Road Well") to alleviate a well capacity shortfall caused by the failure of an existing well operated by Aromas within PV Water's boundary. Under the 2003 Agreement, Aromas and PV Water agreed that the San Juan Road Well would be "subject to the export prohibitions of Ordinance 98-1" for any new distribution of water outside PV Water's boundary and that the San Juan Road Well would likewise be subject to any then-existing or future PV Water ordinances and resolutions as though the San Juan Road Well were located within the PV Water boundaries.

J. In December 2021, Aromas brought to PV Water's attention the circumstances confronted by the residents of the certain twenty-seven (27) Cole Road Properties, properties located along Cole Road, San Juan Bautista, and identified in the attached and incorporated herein Attachment A (the "Cole Road Properties"), that currently obtain water from on-site wells, and are currently not located within the jurisdictional boundaries of Aromas or within PV Water's jurisdictional boundaries or Pajaro Valley Sub-basin 3-002.01. Owing to the poor quality and quantity of well production, the owners of the Cole Road Properties have sought to annex into and obtain water service from Aromas.

K. The purpose of this Agreement is to permit an exception to the 2003 Agreement to enable Aromas to annex and provide water service to the Cole Road Properties under the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. PV Water authorizes Aromas to extend water service to the Cole Road Properties under the terms and conditions set forth below and such further conditions as may be agreed to between PV Water and Aromas to carry out the terms of this Agreement.

2. The authorization provided herein shall be deemed an emergency waiver to the export prohibitions of Ordinances 98-1 and 98-2. Except for the Cole Road Properties, Aromas will not establish new water service outside of PV Water's boundary without the prior express written consent of PV Water, which shall be in PV Water's sole discretion. This authority is limited to

existing parcels of record as of the date of this Agreement and shall not extend to any further divisions of existing parcels or new parcels created by any other means.

3. As between Aromas and PV Water, Aromas shall be solely responsible for obtaining any and all necessary permits or other regulatory approvals from any agency with jurisdiction over such matters in order to construct the necessary water service extension to the Cole Road Properties, and shall be deemed "Lead Agency" for purposes of complying with the California Environmental Quality Act. PV Water agrees to reasonably cooperate with Aromas in seeking any such regulatory approvals.

4. Aromas agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless PV Water, its officers, agents, employees and attorneys from and against any and all claims, demands, losses, costs, liability, or expenses of any kind which PV Water, its officers, employees, agents or attorneys may incur arising from or related to this Agreement, or any activities of Aromas, its officers, agents, employees and attorneys pursuant thereto. Aromas' duty to indemnify and hold harmless PV Water shall not apply to the extent such claims, demands, losses, costs, liability, or expenses are caused by the sole or active negligence or willful misconduct of PV Water, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that PV Water caused or contributed to the claim.

5. To the extent it is inconsistent therewith, the terms of this Agreement shall be deemed to have amended the 2003 Agreement. Except as so amended, the 2003 Agreement shall remain in full force and effect.

6. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

7. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors in interest and assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

9. Notices under this Agreement shall be in writing and shall be delivered as follows:

If to PV Water:
General Manager
Pajaro Valley Water Management Agency
36 Brennan Street
Watsonville, CA 95076

If to Aromas:

General Manager
Aromas Water District
P.0. Box 388
Aromas, CA 95004

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

11. Each party to this Agreement acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

AROMAS WATER DISTRICT

Dated:_____ By:_____
James Leap, President, Board of Directors

Approved as to form:

_____
General Counsel

PAJARO VALLEY WATER
MANAGEMENT AGENCY

Dated:_____ By:_____
Amy Newell, Chair, Board of Directors

Approved as to form:

_____
General Counsel

ATTACHMENT A

List of the Cole Road Properties

Staff Report

To: Board of Directors

Re: Item IX.A – Consider receiving an update on the Cole Road Outreach Project, adopting Resolution #2021-09 authorizing the District to proceed with the project, and providing direction to staff

Date: August 18, 2021

Summary / Discussion

Over the last four years, there have been several annexations (through annexation requests) into the Aromas Water District (District) boundary, with a majority of these recent annexations being in the Cole Road area. The last four annexation requests have been single-parcel annexations that have resulted in staff time expended that could have been possibly more efficient if the entire area around Cole Road was annexed at one time. Therefore, staff was directed by the Board to do an outreach project along Cole Road to see if additional folks were interested in annexing into the District.

A questionnaire was developed to gather information, and in the long run, there was not an overwhelming majority in either direction regarding whether the area wanted to annex into the District or not. However, staff has been receiving calls as the summer progresses, with the calls being people wanting to know more about, or how they can annex into the District.

Over the last couple of months, staff has provided concise project updates to the Board, and researched LAFCo -related costs. Based on the information collected staff is ready to ask the Board for permission to proceed with the annexation effort. The costs from LAFCo will be $2,000 plus $120 legal fees for a total of $2,120. Adoption of Resolution #2021-09 provides that permission.

If the resolution is adopted and the District moves forward, the plan is to send a letter, inviting the folks in the area to a public meeting where District and LAFCo staff will present the project, and answer questions from the public. If there seems to be support for the effort, staff will then go to Pajaro Valley Water Management Agency (PVWMA) for their acceptance of the project (that may be their December Board meeting).

If approved by PVWMA, District staff will develop the LAFCo application for the annexation, and submit it to LAFCo, for presentation and possible acceptance at a subsequent LAFCo meeting.

So, there are still a number of steps to work through, though given where the District is as a result of the outreach project, the adoption of this resolution changes this from an outreach effort to an annexation effort.

Staff Recommendation

Receive the report, adopt Resolution #2021-09, and provide direction to staff.

Submitted by:

Robert Johnson
General Manager

AGREEMENT AUTHORIZING AROMAS WATER DISTRICT
TO ANNEX AND EXTEND SERVICE TO APN 011-300-010 (REYES PROPERTY)
AT 1600 ROCKS ROAD

This AGREEMENT AUTHORIZING AROMAS WATER DISTRICT TO ANNEX AND EXTEND SERVICE TO APN 011-300-010 (REYES PROPERTY) AT 1600 ROCKS ROAD ("Agreement") is made and entered into on the date it has been executed by all parties hereto (the "Effective Date") by and between the AROMAS WATER DISTRICT ("Aromas"), a special district organized and existing under the County Water District Law (Water Code §30000, et seq.) and Pajaro Valley Water Management Agency ("PV Water"), a public agency organized and existing under the Pajaro Valley Water Management Agency Act (the "Act") (Water Code Appendix, Chapter 124), (Aromas and PV Water are collectively referred to hereinafter as the "Parties" or individually as the "Party"), who agree as follows:

RECITALS

A. PV Water was formed in 1984 by a special act of the California Legislature with the express purpose of and authority for management of the groundwater resources of the Pajaro Valley to reduce long-term overdraft and ultimately balance the groundwater basin.

B. Pursuant to the Act, Section 516, PV Water has "prevailing authority over any special district within the boundaries of the agency which exercises any of the powers enumerated in" the Act.

C. The Sustainable Groundwater Management Act ("SGMA") (Cal. Water Code § 10270, et seq.), enacted by the California Legislature in 2014, provides for sustainable management of groundwater basins, to enhance local management of groundwater, to establish minimum standards for sustainable groundwater management, and to provide local groundwater agencies with the authority and the technical and feasible assistance necessary to manage groundwater.

D. Section 10723(c)(1)(L) establishes PV Water as the exclusive local agency within its statutory boundaries to comply with the requirements of SGMA.

E. By Resolution No. 2015-25, adopted on August 19, 2015, PV Water elected to become a Groundwater Sustainability Agency under SGMA for that portion of the Pajaro Valley Groundwater Basin underlying its statutory boundaries.

F. While Aromas is mostly within the jurisdictional boundaries of PV Water, a portion of its territory is located outside of PV Water boundaries and outside of the California Department of Water Resources definition of the Pajaro Valley Sub-basin 3-002.01.

G. In 1998, the Board of Directors of PV Water adopted Ordinance 98-1, which prohibits water extracted or otherwise produced within the jurisdictional

boundaries of PV Water from being exported, except for uses or contractual commitments that pre-dated the ordinance. Under the terms of Ordinance 98-1, the export prohibition may be waived by the Board of Directors if the waiver is consistent with the PV Water's adopted Basin Management Plan.

H. Also, in 1998, Ordinance 98-2 was adopted by voter initiative, which mandates that PV Water prohibit all new exports of water outside the boundaries of PV Water.

I. In 2003, Aromas and PV Water entered into the AGREEMENT FOR PERMITTING OF NEW WELL ("2003 Agreement"), pursuant to which PV Water authorized Aromas to construct a new well outside of but immediately adjacent to PV Water's boundary (the "San Juan Road Well") to alleviate a well capacity shortfall caused by the failure of an existing well operated by Aromas within PV Water's boundary. Under the 2003 Agreement, Aromas and PV Water agreed that the San Juan Road Well would be "subject to the export prohibitions of Ordinance 98-1" for any new distribution of water outside PV Water's boundary and that the San Juan Road Well would likewise be subject to any then-existing or future PV Water ordinances and resolutions as though the San Juan Road Well were located within the PV Water boundaries.

J. In December 2021, Aromas brought to PV Water's attention the circumstances confronted by the residents of the APN 011-300-010, a single residential parcel developed with a single-family residential dwelling located at 1600 Rocks Road, San Juan Bautista (the "Reyes Property"),, that currently obtains water from an on-site well, and is currently not located within the jurisdictional boundaries of Aromas or within PV Water's jurisdictional boundaries or Pajaro Valley Sub-basin 3-002.01. Owing to the poor quality and quantity of well production, the owners of the Reyes Property have sought to annex into and obtain water service from Aromas.

K. The purpose of this Agreement is to permit an exception to the 2003 Agreement to enable Aromas to annex and provide water service to the Reyes Property under the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. PV Water authorizes Aromas to extend water service to the Reyes Property under the terms and conditions set forth below and such further conditions as may be agreed to between PV Water and Aromas to carry out the terms of this Agreement.

2. The authorization provided herein shall be deemed an emergency waiver to the export prohibitions of Ordinances 98-1 and 98-2. Except for the Reyes Property, Aromas will not establish new water service outside of PV Water's boundary without the prior express written consent of PV Water, which shall be in PV Water's sole discretion. This authority is limited to

existing parcels of record as of the date of this Agreement and shall not extend to any further divisions of existing parcels or new parcels created by any other means.

3. As between Aromas and PV Water, Aromas shall be solely responsible for obtaining any and all necessary permits or other regulatory approvals from any agency with jurisdiction over such matters in order to construct the necessary water service extension to the Reyes Property, and shall be deemed "Lead Agency" for purposes of complying with the California Environmental Quality Act. PV Water agrees to reasonably cooperate with Aromas in seeking any such regulatory approvals.

4. Aromas agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless PV Water, its officers, agents, employees and attorneys from and against any and all claims, demands, losses, costs, liability, or expenses of any kind which PV Water, its officers, employees, agents or attorneys may incur arising from or related to this Agreement, or any activities of Aromas, its officers, agents, employees and attorneys pursuant thereto. Aromas' duty to indemnify and hold harmless PV Water shall not apply to the extent such claims, demands, losses, costs, liability, or expenses are caused by the sole or active negligence or willful misconduct of PV Water, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that PV Water caused or contributed to the claim.

5. To the extent it is inconsistent therewith, the terms of this Agreement shall be deemed to have amended the 2003 Agreement. Except as so amended, the 2003 Agreement shall remain in full force and effect.

6. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

7. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors in interest and assigns.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

9. Notices under this Agreement shall be in writing and shall be delivered as follows:

If to PV Water:
General Manager
Pajaro Valley Water Management Agency
36 Brennan Street
Watsonville, CA 95076

If to Aromas:

General Manager
Aromas Water District
P.0. Box 388
Aromas, CA 95004

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

11. Each party to this Agreement acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

AROMAS WATER DISTRICT

Dated:_____ By:_____
James Leap, President, Board of Directors

Approved as to form:

_____
General Counsel

PAJARO VALLEY WATER
MANAGEMENT AGENCY

Dated:_____ By:_____
Amy Newell, Chair, Board of Directors

Approved as to form:

_____
General Counsel

Staff Report

To: Board of Directors

Re: Item X.A – Consider receiving a report regarding the possible annexation of parcels located on along Rocks Road, possibly adopting Resolution #2021-13, initiating the annexation process, and providing direction to Staff

Date: November 16, 2021

Summary / Discussion

A request for water service has been received from Ms. Cynthia Reyes, who lives at 1600 Rocks Road. Her parcel is within the District's Sphere of Influence, though it is not a part of the annexed area. Since this is a small parcel, staff looked at annexing the developed parcels along Rocks Road up to the Rancho Larios subdivision, to arrive at the configuration of possibly-annexed parcels depicted on the attached map.

A quote from Ms. Reyes annexation request letter is as follows:

> "I would like to request an annexation for property address 1600 Rocks Road, San Juan Bautista, CA 95045; APN# 011-300-010-000. The reason for my request is because we do not have any running water on the property. The existing water well has dried up. We have contacted a well company to see if they could fix the existing well, the well company has told us the existing well is no good and there is no water, our only other option is to dig a new well deeper. The risk is that there won't be any water 350 feet or below and there is a big chance it will dry up again within a few years.
>
> Our other concern is the water quality from a water well may not be the best for our children's health. We would prefer City Water. We are currently buying water to fill up the water tanks on the property. We will appreciate it if you consider our request for City Water."

Ms. Reyes has researched the drilling of a new well, which is extremely costly, and there are no guarantees that a new well will produce the water needed, given the groundwater conditions in the area.

Since Ms. Reyes' parcel, and the others shown on the map, are not annexed into the District, this action would initiate the annexation process similar to the ones the District has recently completed for Mr. Eilert, Mr. Capron (et. al.), Mr. Bravo, Mr. Martinez, as well as the Cole Road Annexation effort that is currently in progress. If the Board of Directors (BOD) approves of this request moving forward, then the process would involve going to the Pajaro Valley Water Management Agency (PVWMA) BOD, and the San Benito Local Area Foundation Commission (LAFCo) for specific actions and tasks to be completed. Final approval does rest with the LAFCo Board.

Staff Recommendation

Receive the report, adopt Resolution #2021-13, and direct staff to initiate and complete the annexation process with PVWMA and LAFCo, keeping the BOD apprised of the process's progress.

Submitted by:

Robert Johnson
General Manager

RESOLUTION 2021-13

RESOLUTION OF THE AROMAS WATER DISTRICT INITIATING PROCEEDINGS FOR THE ROCKS ROAD ANNEXATION TO THE AROMAS WATER DISTRICT

WHEREAS, the Aromas Water District (DISTRICT) desires to initiate a proceeding for the adjustment of boundaries specified herein.

NOW, THEREFORE BE IT RESOLVED, the Aromas Water District Board of Directors hereby resolves, and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.

2. This proposal is an annexation to the DISTRICT

3. A map of the affected territory is set forth in Exhibit A, attached hereto and by reference incorporated herein.

4. It is desired that the proposal be subject to the following terms and conditions: DISTRICT water will be utilized for municipal uses only.

5. The reasons for the proposal are to: Health and Safety Issues related to the lack of available water and the need to annex into the DISTRICT to receive DISTRICT water.

6. The proposal is consistent with the Sphere of Influence of the DISTRICT.

7. Consent is hereby given to the waiver of conducting authority proceedings.

PASSED AND ADOPTED by the Board of Directors of the Aromas Water District, Aromas, Monterey and San Benito Counties, California, at a Regular meeting duly held on this 23rd day of NOVEMBER 2021 by the following vote:

AYES:

NOES:

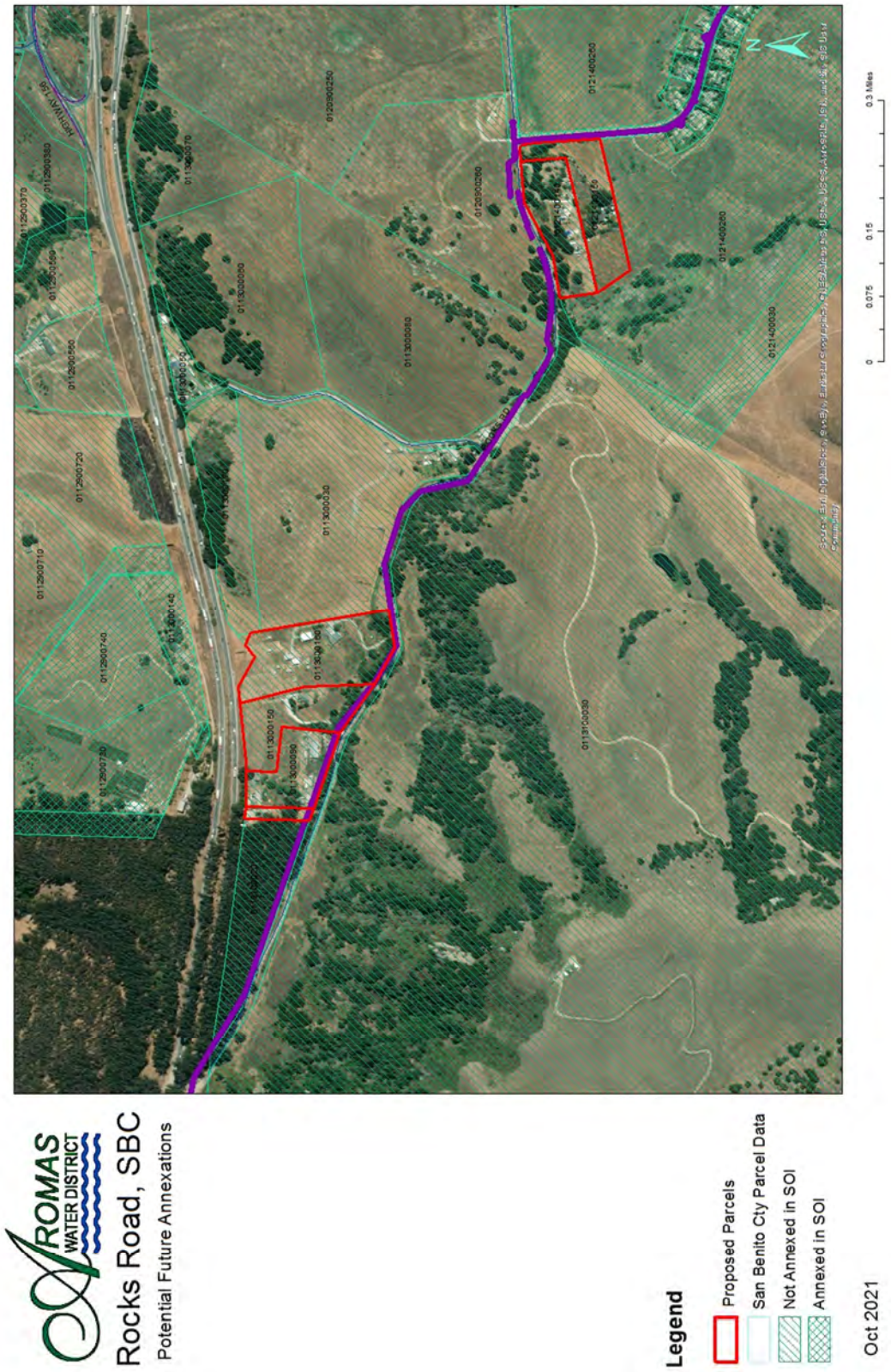
ABSENT:

APPROVE: ATTEST:

_____ _____

James Leap, Board President Board Secretary, Louise Coombes

EXHIBIT A


AROMAS WATER DISTRICT
Rocks Road, SBC
Potential Future Annexations
Legend
Proposed Parcels
San Benito Cty Parcel Data
Not Annexed in SOI
Annexed in SOI
Oct 2021
0
0.075
0.15
0.3 Miles

Annexation Request #1:
Cole Road Annexation

TODAY'S ACTION

Consider receiving an update on the Cole Road Outreach Project, adopting Resolution #2021-09 authorizing the District to proceed with the project, and providing direction to staff

AWD Board Meeting
August 24, 2021

Previous BOD / Committee actions

- BOD has approved several single-parcel annexations along Cole Road
- BOD directed staff to conduct annexation-related outreach
- BOD has received updates related to the outreach project

Financial Impact

- Financial impact:
  - Initial:
    - Minimal costs for next steps in process
  - If approved by SB County LAFCo:
    - Roughly $2,120 for annexation of area
    - Roughly $1000 for map development and checking
    - Could be earned back as parcel's annex

Discussion

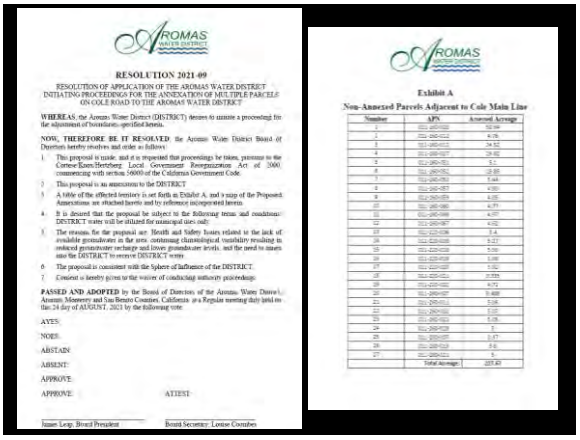
- 2020 – District annexed four parcels along Cole Road
- Subsequently BOD approved four additional single-parcel annexations
- Two have made it through process; two are on hold
- April 2021 – BOD directed staff to conduct annexation-related outreach in the Cole Road area

Discussion (cont.)

- Human health and safety have been the main reasons for the annexation requests
- Continuing climatological variability has resulted in reduced recharge and the lowering of groundwater levels
- Annexing entire area is proactive and provides a quicker path to District water if requested

Discussion (cont.)

- Annexation of area does not affect specific parcel's taxes
- Adoption of resolution paves way for process to continue
- If approved by SB County LAFCo – annexation costs would be $2,120, plus some fees for map development and map checking



RESOLUTION 2021-09

RESOLUTION OF APPLICATION OF THE AROMAS WATER DISTRICT INITIATING PROCEEDINGS FOR THE ANNEXATION OF MULTIPLE PARCELS ON COLE ROAD TO THE AROMAS WATER DISTRICT

WHEREAS, the Aromas Water District (DISTRICT) desires to initiate a proceeding for the adjustment of boundaries, specified herein.

NOW, THEREFORE BE IT RESOLVED, the Aromas Water District Board of Directors hereby resolves and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
2. This proposal is an annexation to the DISTRICT.
3. A table of the affected territory is set forth in Exhibit A, and a map of the Proposed Annexations are attached hereto and by reference incorporated herein.
4. It is desired that the proposal be subject to the following terms and conditions: DESTRICT water will be utilized for municipal uses only.
5. The reasons for the proposal are Health and Safety Issues related to the lack of available groundwater in the area, continuing chemistry of insolubility resulting in reduced groundwater recharge and lower groundwater levels, and the need to annex into the DISTRICT to receive DISTRICT water.
6. The proposal is consistent with the Sphere of Influence of the DISTRICT.
7. Consent is hereby given to the waiver of conducting authority proceedings.

PASSED AND ADOPTED by the Board of Directors of the Aromas Water District, Aromas, Monterey and San Benito Counties, California, at a Regular meeting duly held on the 24 day of AUGUST, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
APPROVE:
APPROVE: ATTEST:

Isaac Log, Board President — Board Secretary: Louise Cuevas

Exhibit A

Non-Annexed Parcels Adjacent to Cole Main Line

Number	APN	Assessed Acreage
1	052-240-012	52.09
2	052-240-014	4.78
3	052-240-013	34.52
4	052-240-027	19.92
5	052-240-031	8.1
6	052-240-032	19.89
7	052-240-030	5.44
8	052-240-057	4.90
9	052-240-058	4.90
10	052-240-060	4.77
11	052-240-066	4.92
12	052-240-067	4.92
13	052-222-038	5.4
14	052-220-020	5.27
15	052-220-030	5.50
16	052-220-039	1.00
17	052-220-040	5.50
18	052-220-041	0.75
19	052-220-042	4.72
20	052-240-027	9.40
21	052-240-011	5.04
22	052-240-026	5.05
23	052-240-025	5.05
24	052-240-028	5
25	052-240-037	0.47
26	052-240-038	0.6
27	052-240-021	5
	Total Acreage:	237.43

Discussion (cont.)

- BOD adoption changes project from an **Outreach** project to an **Annexation** project
- Process has been the same as recent annexations:
  - AWD Board Approval to move forward
  - PVWMA Board Approval
  - Develop LAFCo application
  - SBCo LAFCo Approval

Discussion (cont.)

- Next steps:
  - Send letter announcing Public Meeting (September)
  - Have Public Meeting (October) explaining annexation
    - EO from SB County LAFCo is willing to attend
  - Go to PVWMA BOD (December 2021?)
  - Develop SB County LAFCo application
  - Present at SB County LAFCo meeting

Summary

- Multiple annexation requests from Cole Road area
- Health / safety issues have been reasons for requests
- BOD directed staff to conduct outreach
- Adoption of resolution moves process forward
  - Changes Outreach project to Annexation project
- Need to have Public Meeting to inform folks
- Annexation does not mean folks have to connect right away
- Remainder of process is like standard annexations

TODAY'S ACTION

Receive an update on the Cole Road Outreach Project, adopt Resolution #2021-09 authorizing the District to proceed with the project, and provide direction to staff

AWD Board Meeting
August 24, 2021

Annexation Request #2:
Rocks Road Annexation

TODAY'S ACTION

Consider receiving a report regarding the possible annexation of parcels located along Rocks Road, possibly adopting Resolution #2021-13, initiating the annexation process, and providing direction to staff

AWD Board Meeting
November 23, 2021

Previous BOD / Committee actions

- Board has approved annexations due to health and safety reasons in the past
- This parcel has requested water service (annexation) multiple times

Financial Impact

- Financial impact is minimal, and should not affect the District's budget

Discussion

- District has been approached by previous resident and current resident of 1600 Rocks Road (0.73 acres) regarding annexation
- Parcel is within SOI / though not currently annexed
- Well has been producing less water over time – now dried up
- Currently buying water for basic needs

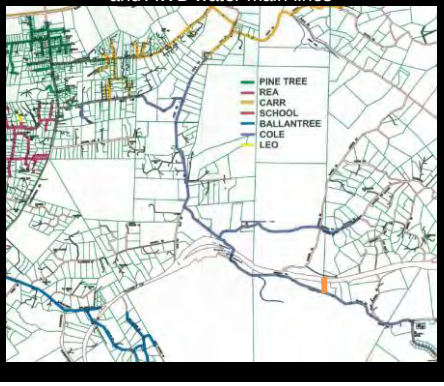
Discussion (cont.)

- Human health and safety are the main reasons for annexation request
- Quote from request email message:
  - "I would like to request an annexation for property address 1600 Rocks Road, San Juan Bautista, CA 95045; APN# 011-300-010-000. The reason for my request is because we do not have any running water on the property. The existing water well has dried up. We have contacted a well company to see if they could fix the existing well, the well company has told us the existing well is no good and there is no water, our only other option is to dig a new well deeper. The risk is that there won't be any water 350 feet or below and there is a big chance it will dry up again within a few years.
  - Our other concern is the water quality from a water well may not be the best for our children's health. We would prefer City Water. We are currently buying water to fill up the water tanks on the property. We will appreciate it if you consider our request for City Water."

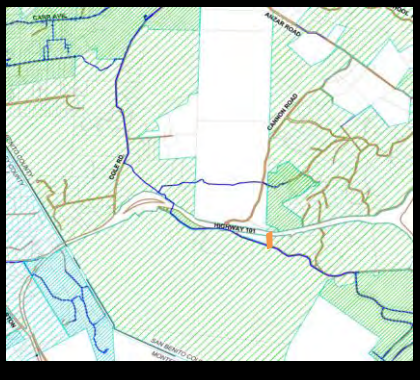
Discussion (cont.)

- Drilling of a new well is:
  - Cost prohibitive
  - Has no guarantee to provide water, or water of better quality
- Staff has added additional parcels to this request; one parcel is using our hydrant meter to get water
- Map of Parcel location and AWD water main infrastructure follows…

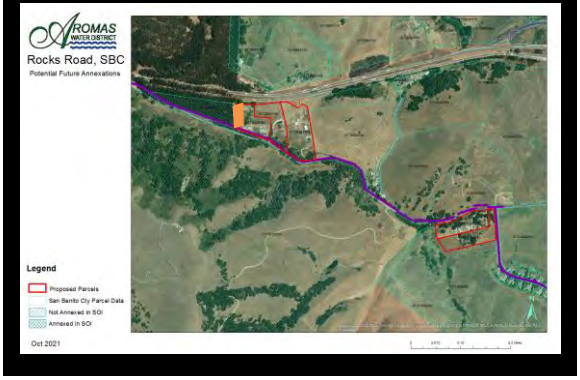
Location Map – Parcel requesting annexation and AWD water main lines



Location Map – Parcel requesting annexation and AWD annexed boundaries

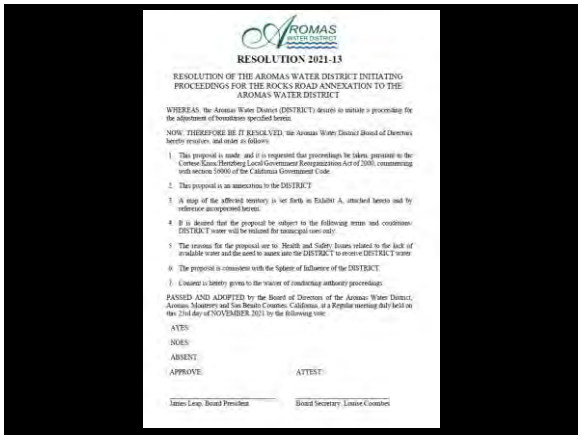


Location Map – Additional parcels added to this annexation request



Discussion (cont.)

- Process would be same as recent annexations:
  - AWD Board Approval to move forward
  - PVWMA Board Approval
  - LAFCo Approval
- District would provide one residential connection per parcel (when requested) if annexation approved
- Annexation process starts with a Board resolution



AROMAS WATER DISTRICT

RESOLUTION 2021-13

RESOLUTION OF THE AROMAS WATER DISTRICT INITIATING PROCEEDINGS FOR THE ROCKS ROAD ANNEXATION TO THE AROMAS WATER DISTRICT

WHEREAS, the Aromas Water District (DISTRICT) desires to initiate a proceeding for the adjustment of boundaries specified herein.

NOW, THEREFORE BE IT RESOLVED, the Aromas Water District Board of Directors hereby resolves, and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
2. This proposal is an annexation to the DISTRICT.
3. A map of the affected territory is set forth in Exhibit A, attached hereto and by reference incorporated herein.
4. It is desired that the proposal be subject to the following terms and conditions: DISTRICT water will be utilized for municipal uses only.
5. The reasons for the proposal are to: Health and Safety Issues related to the lack of available water and the need to annex into the DISTRICT to receive DISTRICT water.
6. The proposal is consistent with the Sphere of Influence of the DISTRICT.
7. Consent is hereby given to the waiver of conducting authority proceedings.

PASSED AND ADOPTED by the Board of Directors of the Aromas Water District, Aromas, Monterey and San Benito Counties, California, at a Regular meeting duly held on the 23rd day of NOVEMBER 2021 by the following vote:

AYES:

NOES:

ABSENT:

APPROVE: ATTEST:

James Leap, Board President Board Secretary Louise Coombes

Summary

- Annexation has been requested multiple times
- Health / safety issues are reason for request
- Existing well has issues – new well is needed
- Given water situation in area, staff expanded request
- Annexation would follow same process as previous ones

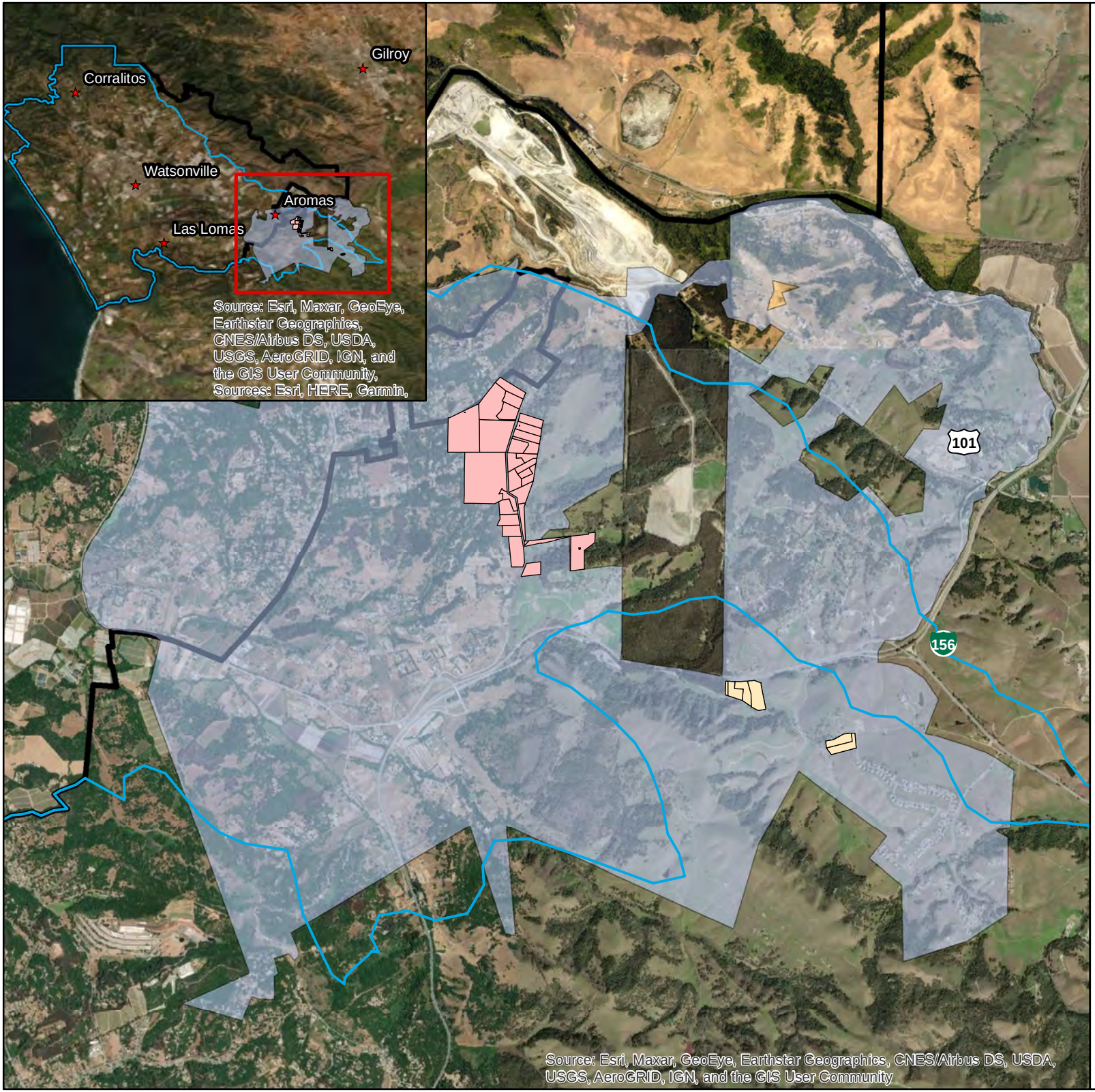
AROMAS WATER DISTRICT

TODAY'S ACTION

Receive a report regarding the possible annexation of parcels located along Rocks Road, adopt Resolution #2021-13, initiating the annexation process, and provide direction to staff

AWD Board Meeting
November 23, 2021

AROMAS WATER DISTRICT



Proposed Annexation Parcels and Current Jurisdictional Boundaries

Explanation

- Proposed Cole Road Annexation Parcels
- Proposed Rocks Road Annexation Parcels
- Aromas Water District Sphere of Influence
- PV Water Statutory Boundary
- Pajaro Valley Basin Boundary

N
W E
S

0 0.75 1.5
Miles

Pajaro Valley
Water Management Agency

Prepared by PV Water on January 3, 2022.
This Document is a graphic representation using the best currently available sources.

MEMORANDUM

DATE: January 7, 2022
MEETING OF: January 11, 2022
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 8:** Consider Amendment to Agreement with Smith & Associates, Inc. for College Lake Integrated Resources Management Project Pipeline Property Appraisal Services in an amount not to exceed $120,000

INTRODUCTION

The Pajaro Valley Water Management Agency (PV Water) Board of Directors (Board) certified the Final Environmental Impact Report (EIR) for the College Lake Integrated Resources Management Project (College Lake Project or Project) and approved the Project in October 2019. Staff and consultants have submitted necessary permit applications to regulatory agencies, and prepared environmental compliance plans as well as an Adaptive Management Plan in support of the Project. In September 2020, the Board approved an agreement with Smith and Associates, Inc. to prepare appraisals in support of the property procurement process for College Lake area parcels. The amendment to the agreement for Board consideration is to provide time and funding to prepare appraisals for real property along the College Lake Project Pipeline Alignment.

BACKGROUND

The Pajaro Valley Groundwater Basin is critically overdrafted. Overdraft conditions have caused seawater intrusion, groundwater quality degradation, and groundwater storage depletion. The primary purposes of the Project are to help balance the groundwater basin, prevent further seawater intrusion, and meet water supply needs in PV Water's service area by developing College Lake as a water storage and supply source. The Project is located in the City of Watsonville and unincorporated Santa Cruz County. Project components include a weir structure, an intake pump station, a water treatment plant, and approximately 6-mile-long pipeline to convey water from the water treatment plant to the City of Watsonville Recycled Water Facility and to PV Water's Coastal Distribution System. On average, the Project would generally supply approximately 1,800 to 2,300 acre-feet per year (AFY) of water to growers in the Pajaro Valley. Project construction is estimated to occur over approximately 18 months beginning in 2023.

DISCUSSION

PV Water began working with Smith & Associates, Inc. via agreement with ABC Law, following a request for proposals process for appraisal services in 2017. Initial work included a desktop analysis of College Lake area property values sufficient to support the planning level engineer's cost estimate at the time. In October 2020, the Board approved an agreement with Smith & Associates, Inc. to provide appraisal reports to support the property procurement

process for College Lake area parcels in an amount not to exceed $100,000. The next phase of the property procurement process, now that the engineers have achieved the 60% design milestone, includes developing 20 appraisals for properties along the College Lake Project pipeline alignment.

FISCAL IMPACT

The fiscal impact of approving the amendment would not exceed $120,000 for a total amended agreement not to exceed $220,000.

STAFF RECOMMENDATION

The Committee consider the amendment to the agreement with Smith & Associates Inc. for Appraisal Services in an amount not to exceed $120,000, and consider making a recommendation to the Board of Directors.

ATTACHMENTS

- Amendment to agreement with Smith & Associates, Inc. for Appraisal Services in an amount not to exceed $120,000
- Original agreement with Smith & Associates, Inc. for Appraisal Services in an amount not to exceed $100,000

FIRST AMENDMENT TO AGREEMENT FOR

PV WATER'S COLLEGE LAKE INTEGRATED RESOURCES MANAGEMENT PROJECT REAL PROPERY APPRAISAL SERVICES

THIS FIRST AMENDMENT, dated January 19, 2022, ("First Amendment") TO THE AGREEMENT dated October 22, 2020 is made by and between the Pajaro Valley Water Management Agency, a state-chartered water management district ("PV Water") and Smith & Associates., a corporation licensed to do business in the State of California ("Consultant").

RECITALS

WHEREAS, PV Water and Consultant previously entered into that certain Agreement ("Agreement") dated October 22, 2020, for real property appraisal services related to the College Lake Integrated Resources Management Project ("Project"), which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant desire to amend the Agreement to supplement the original scope of work of the Agreement to include funding for real property appraisal services for the properties that would be affected by the Project pipeline, and

WHEREAS, PV Water and Consultant desire to amend the Agreement to provide a 12-month time extension through December 31, 2022, to complete the tasks described in Exhibit B, dated December 23, 2021, as specified herein.

AGREEMENT

NOW, THEREFORE, it is agreed between PV Water and Consultant to incorporate the above Recitals hereto, and that the Agreement is hereby amended as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

"Term of Agreement. This Agreement shall be effective on October 22, 2020 and terminate on December 31, 2022 unless terminated sooner pursuant to the terms of this Agreement."

2. Section 2 of the Agreement is hereby amended to read as follows:

"Work. Consultant will furnish services as defined and described in Exhibit A and Exhibit B, incorporated herein. In the event of any conflict between Exhibits A and B and this Agreement, this Agreement shall govern, control, and take precedence. Consultant represents and warrants that it: (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."

Exhibit B is attached and incorporated into this First Amendment, and as such is attached and incorporated into the Agreement. The parties hereby agree that Consultant's services as defined in Exhibit B will be at a cost not to exceed **$120,000** and that these services shall take 4 to 5-months for Consultant to complete.

Notwithstanding these amended terms, all other terms and conditions of the original Agreement and attachments shall remain in full force and effect.

Each party acknowledges that it has reviewed this First Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this First Amendment.

The parties may execute this First Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

The signatories to this First Amendment warrant and represent that each is authorized to extend the Term of Agreement and to execute this First Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this First Amendment.

IN WITNESS WHEREOF, PV Water and the Consultant have executed this First Amendment effective as of the date shown above.

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____ Date: _____

Brian Lockwood, General Manager

INSERT COMPANY NAME

By: _____ Date: _____

Terry S. Larson, MAI - Partner
President

Approved As To Form:

By: _____ Date: _____

PV Water General Counsel

SMITH & ASSOCIATES

Partners
Dennis Smith, MAI
Terry Larson, MAI
John Carrothers, MAI

Appraisers
Paul Urvinitka, MAI
William Hurd, MAI
Robin Weck, MAI
William Schnitzer, ASA
Mark Bacanskas
Lisa Federico
Thomas Venuti
Gary Beckman
Geoffrey Wallis
Michael Reek
Jamie Carman

Bay Area Office
140 Town & Country Dr
Suite F
Danville, CA 94526
Phone: 925-855-4950
Fax: 925-855-4951

Sacramento/
Central Valley Office
111 Woodmere Rd
Suite 140
Folsom, CA 95630

December 23, 2021

Mr. Brian Lockwood, General Manager
Pajaro Valley Water Management Agency
36 Brennan Street, Watsonville, California 95076

Re: Real Property Appraisal
College Lake Pipeline Project

Dear Mr. Lockwood:

Thank you for the opportunity to provide real property appraisal services. The assignment is to prepare appraisals of potential acquisitions for the project described above. You are the client and intended user of the appraisals and the intended use is for possible purchase of the needed rights for the project.

There are 20 property owners with potential acquisitions. The attached list identifies the properties. The proposed acquisitions include permanent pipeline easements and temporary construction easements. We will prepare individual narrative appraisal reports for eminent domain for each ownership. You will send the owners a Notice to Appraise offering them the opportunity to meet us for the property inspection. We need to coordinate all of the inspections over two or three days and will work with you to determine what days work best. You may have others who want to be at the inspection as well. The appraisals will value the acquisitions as well as damages and benefits associated with the project. The cost is $5,000 per appraisal and completion of the appraisals and delivery of the reports is anticipated to be 4 to 5 months after retention.

The total cost for the 20 appraisals is $100,000. This assumes there are no damages to the remainder properties and no cost to cure issues. We suggest budgeting an additional $20,000 in case damages or cost to cure issues need to be addressed. We will contact you in advance for authorization before proceeding with this additional work. Additional work outside of this scope of services will be billed at $300 per hour.

Please sign below and email the signed contract back to acknowledge acceptance. Thank you for selecting us for your appraisal needs and please call if you have any questions.

Respectfully,

Terry S. Larson, MAI - Partner
Smith & Associates
140 Town & Country Drive, Suite F, Danville, CA 94526
Phone 925-855-4950 ext. 226
Email tlarson@smithassociatesinc.com

_____ _____
Signature Date

No.	APN	Owner
1	051-741-07	Randolf Repass & Sally Rodgers, Trustees
2	051-741-06	Brian, Russell & Sephaniei Maridon, Trustees
3	051-741-05	Richard Pexioto
4	051-741-03	Shikuma Properties, LLC
5	051-741-01	VR Walker Company
6	051-221-34	Del Mar Farms
7	051-221-32	Coast Cooling/Well Pict
8	051-221-26	Ag Lands, Inc.
	051-221-30	Ag Lands, Inc.
9	051-221-33	Taurino & Maria Gomez
10	051-221-02	Jorge & Maria Olivarez
11	052-243-10	Lakeside Organics, LLC
	052-243-17	Lakeside Organics, LLC
	052-243-18	Lakeside Organics, LLC
12	018-341-25	John Martinelli
13	052-243-15	Watsonville Exchange, Inc
14	052-243-20	West Coast Precooling
	052-243-21	West Coast Precooling
15	052-371-01	Hirahara Ranch, LLC
16	052-272-01	George & Connie Haines
17	052-581-09	David & Christopher Willoughby
18	052-581-06	Farmland Properties
19	052-581-04	Luca Domacin & Martin Kalish, Trustees
20	017-221-17	Santa Cruz County

Terry S. Larson, MAI

Certified General Real Estate Appraiser
California BREA Appraisal License No. AG007041

Partner

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Bank of Alameda
Bank of America
Bank of Los Altos
Bank of San Francisco
Bank of Santa Clara
Bank of Stockton
Bank of the Orient
Bank of the West
Bay Bank of Commerce
BBVA Compass
Bridge Bank
California Bank & Trust
California National Bank
Central California Bank
Citibank
City National Bank
Comerica Bank
Commercial Bank of San Francisco
Community Bank of San Joaquin
Cupertino National Bank
Delta National Bank
East West Bank
First Bank & Trust
First Commercial Bank
First National Bank
First Northern Bank
First Republic Bank
First Security
Fremont Bank
Golden Gate Bank
Heritage Bank of Commerce
JP Morgan Chase
Key Bank
La Jolla Bank
Liberty Bank
Mechanics Bank
Mid-Peninsula Bank
Mt. Diablo National Bank
Napa Community Bank
National American Bank
National Bank of the Redwoods
Northern Trust Bank of CA
Novato Community Bank
Pacific State Bank
Peninsula Bank of Commerce
Redding Bank
Redwood Bank
River City Bank
Roseville Banking Center
Sacramento Commercial Bank
San Diego National Bank
San Jose National Bank
Silicon Valley Bank
Solano Bank
Sonoma National Bank
Summit Bank
Tamalpias Bank
Tri Counties Bank
U.S. Bank
Umpqua Bank
Union Bank of California
United California Bank
Wells Fargo Bank
WestAmerica Bank

ATTORNEYS

Abbey, Weitzenberg, Warren & Emery
Archer Norris
Berding & Weil
Berliner Cohen
Bold, Polisner, Maddow, Nelson & Judson
Bradley Hebert
Briscoe, Ivester & Bazel
Brule & Rooney
Buchman, Provine, Brothers, Smith
Bustamante, O'Hara, Gagliasso
Carr, McClellan, Ingersoll, Thompson & Horn
Carroll, Burdick & McDonough LLP
Cooper, White & Cooper
Dudugian & Maxey
Dwayne Morris
Erickson, Beasely & Hewitt
Farrow, Bramson, Baskin & Plutzik
Fitzgerald, Abbott & Beardsley
Gagen, McCoy, McMahon, & Armstrong
Gibson, Dunn & Crutcher
Gillis & Valla
Ginder, Sunderland & Carlson
Godward & Cooley
Goldfarb & Lipman
Gordon & Rees
Gray, Cary, Ware & Freidenrich
Greenan, Peffer, Sallander & Lally
Haley, Purchio, Sakai & Smith
Hanson Bridgett LLP
Henn, Etzel & Moore
Hopkins & Carley
Horning & Singer
Huddleston Law Group
Hughes, Gill & Cochrane
Jeffer, Mangels, Butler & Marmaro
Johnson, Fort, Meissner & Joseph
Kasowitz, Benson, Torres & Friedman
Kessler & Kessler
Law Office of Bob Goodwin
Law Office of Brian DeWitt
Law Office of Bruce Lieberman
Law Office of Bruce Tichinin
Law Office of David Bowie
Law Office of Merrill Nomura
Law Office of Michael Rupprecht
Law Office of Michael Woods
Law Office of Robert Wrinkle
Law Office of Vincent Spone
Law Offices of Glen Shea
McNamara, Ney, Beatty, Slattery, Borges & Ambacher LLP
McNichols, Randick, O'Dea & Tooliatos
Meyers, Nave, Riback, Silver & Wilson
Michael Maguire & Associates
Morrison & Forester
Murphy & Associates
Nevers, Palazzo, Maduz & Packard
Newmeyer & Dillion
Ragghianti & Freitas
Saltzman & Johnson Law Corp.
Schaff, Brady & Vinding
Schwartz, O'Connor & Vogele
Seyfarth Shaw
Shapiro, Buchman & Provine
Shute, Mihaly & Weinberger
Steyer, Lowenthal, Boodrookas, Alvarez & Smith LLP
Weintraub, Genshlea, Chediak & Tobin
Wendel, Rosen, Black & Dean

GOVERNMENT AGENCIES

Alameda County Housing Dept.
CALTRANS
City of Albany
City of Auburn
City of Brisbane
City of Burlingame
City of Concord
City of Fremont
City of Hayward
City of Lafayette
City of Livermore
City of Millbrae
City of Milpitas
City of Modesto
City of Mountain View
City of Oakley
City of Orinda
City of Pleasanton
City of Sacramento
City of San Bruno
City of San Carlos
City of San Francisco
City of San Jose
City of San Mateo
City of San Pablo
City of San Ramon
City of South San Francisco
City of Tracy
City of Vacaville
City of Walnut Creek
City of West Sacramento
Contra Costa Community
Contra Costa County
East Bay Community Foundation
FDIC
General Services Administration
NASA
San Ramon Valley School Dist.
Santa Clara Valley Trans.
Solano County Trans. Dept.
U.S. Air Force
U.S. Army Corp. of Engineers
U.S. Dept. of Energy
U.S. Dept. of Justice
U.S. FAA
U.S. Navy
U.S. Office of Special Master
U.S. Postal Service
U.S. Veterans Administration
Walnut Creek School Dist.
W. Contra Costa School Dist.

AIRPORTS

Byron Airport
Castle Air Force Base
Concord Buchanan Field Airport
Hayward Executive Airport
Livermore Municipal Airport
Mather Air Force Base
Modesto Airport
Napa Airport
Oakland International Airport
San Diego Brown Field Airport
San Diego Montgomery Field
San Jose International Airport
Stockton Airport
Vacaville Nut Tree Airport

DEVELOPERS & OTHERS

American Hotels, Inc.
Avery Construction
Barry Slatt Mortgage
Braddock and Logan
Browman Development
Castle Company
Castle Construction
CB Commercial/Koll
Cornish & Carey Commercial
Corrie Development
Cushman & Wakefield
Delco Builders & Developers
DUC Housing Partners, Inc.
Dunmore Communities
Eden Housing, Inc.
First American Title Guaranty
Golden State Developers
Houlihan Valuation Advisors
Inner Bay Fund
Ireland San Filippo
John Muir/Mt. Diablo Health
JTS Communities
Kalunian, David, CPA
Kaufman & Broad
Kimball Hill Homes
Land America One Stop
Leigh Fisher & Associates
Lennar Communities
Lippow Development
Livermore Investment
Mason McDuffie Financial
McBail Homes
Mission Peak Homes
Mt. Diablo Habitat for Humanity
Newmark Realty Co.
Paris, Gary, CPA
Planned Parenthood-Shasta
Roisman, Henel, LLP
Santa Clara Development
Sher & Minnard, LLP
Sideman & Bancroft, LLP
Slider, Linda C., Esq.
Snow, Gregory W., CPA
Souza Realty & Development
Sunrise Mortgage & Investment
Sweeney Kovar, LLP
T.A. Tucker Associates, Inc.
The David & Lucile Packard Fdn.
The DeSilva Group
The Nicholson Company
Universal Field Services
Wausau Mortgage Corp.
Western Area Power
Western Peaks Financial
Western Property Advisor
Willard L. Alloway & Associates

PAJARO VALLEY WATER MANAGEMENT AGENCY

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

October 22, 2020

Smith & Associates
140 Town & Country Drive, Suite F
Danville, CA 94526

Re: Agreement for Consultant Services

This letter sets forth the agreement between **Pajaro Valley Water Management Agency** ("PV Water") and **Smith & Associates** ("Consultant") for professional services related to:

Real Property Appraisals for College Lake and Slough Project Areas

1. **Scope of Services**: PV Water hereby engages Consultant for the services as more specifically described in Scope of Work attached hereto as Exhibit A, and made a part of, this letter agreement ("Agreement").

2. **Term of Agreement:** The term of this Agreement shall be effective on **October 22, 2020** and terminate on D**ecember 31, 2021**. The Parties' authorized representatives shall have the authority to extend this term and/or increase payment amount by written amendment to this Agreement.

3. **Compensation:** The fee for services and fee estimate is attached hereto Exhibit A, and made a part hereof.

4. **Maximum Payment:** Payment for services rendered under this Agreement shall not exceed **One Hundred Thousand Dollars** (**$100,000**).

5. **Method of Payment:** Consultant shall prepare and submit to PV Water a detailed invoice for the services described herein. PV Water shall pay the amount of the 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 herein.

6. **Indemnification**: Consultant agrees to indemnify, defend, and hold harmless PV Water, its directors, officers and employees from and against any and all claims, demands, actions, damages, or expenses, (including attorney's fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees or agents in

any way related to the obligations or in the performance of design professional services under this Agreement, except where caused by the sole or active negligence, or willful misconduct of PV Water. The costs to defend charged to the Consultant shall not exceed the Consultant's proportionate percentage of fault per Civil Code section 2782.8.

7. **Insurance Requirements:** Consultant agrees to procure and maintain the insurance coverages and limits as required by PV Water prior to the commencement of work, as specified in Exhibit "B".

8. **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.

9. **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 notice of termination, Consultant will immediately take action not to 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. All finished or unfinished work or documents procured or produced under the Agreement will become property of PV Water upon the termination date.

10. **Dispute Resolution:** The Parties agree to act in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. If no resolution is achieved, and 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. Notwithstanding the foregoing provisions, nothing contained in this Agreement shall impair the parties' right to pursue any and all legal remedies.

11. **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.

12. **Consultant's Records:** Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred related to this Agreement. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final payment for Consultant's services.

13. **Independent Contractor:** In the performance of its work, it is expressly understood that Consultant, including Consultant's employees and agents, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of PV Water for any purpose.

14. **Consultant Not an Agent:** Except as PV Water may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of PV Water in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind PV Water to any obligation whatsoever.

15. **Construction:** Consultant acknowledges fully reviewing this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

16. **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.

17. **Counterparts:** This Agreement may be executed in counterparts, which, together, shall constitute one and the same instrument. Electronic, facsimile and scanned pdf signatures and copies of this Agreement shall be accepted as originals.

Sincerely yours,
Pajaro Valley Water Management Agency

By: _____
Brian Lockwood, General Manager

Date: 10/23/2020

"CONSULTANT"

The undersigned understands and agrees to the terms and conditions set forth in this Agreement and is duly authorized to enter into this Agreement.

Smith & Associates

By: _____
Terry S. Larson, MAI - Partner

Date: 10/28/2020

SMITH & ASSOCIATES

Partners
Dennis Smith, MAI
Terry Larson, MAI
John Carrothers, MAI

Appraisers
Paul Urvinitka, MAI
Lisa Cakebread, MAI
William Hurd, MAI
Robin Weck, MAI
William Schnitzer, ASA
Matt Carriere
Mark Bacanskas
Lisa Federico
Thomas Venuti
Gary Beckman
Russell Sherwood
Geoffrey Wallis
Christian Adams
Jamie Carman
Zsuzsanna Benko

Bay Area Office
140 Town & Country Dr
Suite F
Danville, CA 94526
Phone: 925-855-4950
Fax: 925-855-4951

Sacramento/
Central Valley Office
111 Woodmere Rd
Suite 140
Folsom, CA 95630

October 8, 2020

Mr. Brian Lockwood, General Manager
Pajaro Valley Water Management Agency
36 Brennan Street, Watsonville, California 95076

Re: Real Property Appraisal
Basin Management Plan, College Lake and Slough Project Areas

Dear Mr. Lockwood:

Thank you for the opportunity to provide real property appraisal services. The assignment is to prepare an appraisal of potential acquisitions for the project described above. You are the client and intended user of the appraisal. The intended use is for possible purchase.

The cost of the appraisal options is preliminary at this time until I have a more concrete idea of what you are looking for and an exact property count. We are certainly willing to work with you to structure the service that meets your needs. I am assuming there are 25 properties to appraise for this proposal.

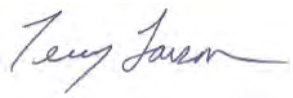
The first option is for individual narrative appraisal reports for eminent domain. This requires sending the owners a Notice to Appraise and offering them the opportunity to meet us for the property inspection. We need to coordinate with all the owners for the inspections. You may have others who want to be at the inspection as well. These appraisals value the acquisitions as well as damages and benefits associated with the project. The cost for this service is $4,000 per appraisal and completion of the appraisals and delivery of the reports is anticipated to be 3 to 4 months.

The second option is individual restricted appraisal reports for a friendly acquisition, non-eminent domain. Notices to the owners are not required and we can inspect many of the properties without the owners present. Some may require the owners in order to access the property. We will appraise the acquisitions but not damages or benefits. This cost is $3,000 per appraisal with completion anticipated to be 3 months.

The third option you may want to consider is a single restricted appraisal report that includes all properties, similar to the report we already prepared. This is for non-eminent domain and appraises only the acquisitions but does not look at damages or benefits. It would involve a more in depth look at the properties and more written discussion about each property and how the values are developed. It will be more detailed than the prior report you received. The cost for this service is $2,000 per property with completion anticipated to be 2 to 3 months.

Once the scope of work is refined, I can prepare a formal contact for signature. Thank you for selecting us for your appraisal needs.

Respectfully,



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Bank of Santa Clara
Bank of Stockton
Bank of the Orient
Bank of the West
Bay Bank of Commerce
BBVA Compass
Bridge Bank
California Bank & Trust
California National Bank
Central California Bank
Citibank
City National Bank
Comerica Bank
Commercial Bank of San Francisco
Community Bank of San Joaquin
Cupertino National Bank
Delta National Bank
East West Bank
First Bank & Trust
First Commercial Bank
First National Bank
First Northern Bank
First Republic Bank
First Security
Fremont Bank
Golden Gate Bank
Heritage Bank of Commerce
JP Morgan Chase
Key Bank
La Jolla Bank
Liberty Bank
Mechanics Bank
Mid-Peninsula Bank
Mt. Diablo National Bank
Napa Community Bank
National American Bank
National Bank of the Redwoods
Northern Trust Bank of CA
Novato Community Bank
Pacific State Bank
Peninsula Bank of Commerce
Redding Bank
Redwood Bank
River City Bank
Roseville Banking Center
Sacramento Commercial Bank
San Diego National Bank
San Jose National Bank
Silicon Valley Bank
Solano Bank
Sonoma National Bank
Summit Bank
Tamalpias Bank
Tri Counties Bank
U.S. Bank
Umpqua Bank
Union Bank of California
United California Bank
Wells Fargo Bank
WestAmerica Bank

ATTORNEYS

Abbey, Weitzenberg, Warren & Emery
Archer Norris
Berding & Weil
Berliner Cohen
Bold, Polisner, Maddow, Nelson & Judson
Bradley Hebert
Briscoe, Ivester & Bazel
Brule & Rooney
Buchman, Provine, Brothers, Smith
Bustamante, O'Hara, Gagliasso
Carr, McClellan, Ingersoll, Thompson & Horn
Carroll, Burdick & McDonough LLP
Cooper, White & Cooper
Dudugian & Maxey
Dwayne Morris
Erickson, Beasely & Hewitt
Farrow, Bramson, Baskin & Plutzik
Fitzgerald, Abbott & Beardsley
Gagen, McCoy, McMahon, & Armstrong
Gibson, Dunn & Crutcher
Gillis & Valla
Ginder, Sunderland & Carlson
Godward & Cooley
Goldfarb & Lipman
Gordon & Rees
Gray, Cary, Ware & Freidenrich
Greenan, Peffer, Sallander & Lally
Haley, Purchio, Sakai & Smith
Hanson Bridgett LLP
Henn, Etzel & Moore
Hopkins & Carley
Horning & Singer
Huddleston Law Group
Hughes, Gill & Cochrane
Jeffer, Mangels, Butler & Marmaro
Johnson, Fort, Meissner & Joseph
Kasowitz, Benson, Torres & Friedman
Kessler & Kessler
Law Office of Bob Goodwin
Law Office of Brian DeWitt
Law Office of Bruce Lieberman
Law Office of Bruce Tichinin
Law Office of David Bowie
Law Office of Merrill Nomura
Law Office of Michael Rupprecht
Law Office of Michael Woods
Law Office of Robert Wrinkle
Law Office of Vincent Spone
Law Offices of Glen Shea
McNamara, Ney, Beatty, Slattery, Borges & Ambacher LLP
McNichols, Randick, O'Dea & Tooliatos
Meyers, Nave, Riback, Silver & Wilson
Michael Maguire & Associates
Morrison & Forester
Murphy & Associates
Nevers, Palazzo, Maduz & Packard
Newmeyer & Dillion
Ragghianti & Freitas
Saltzman & Johnson Law Corp.
Schaff, Brady & Vinding
Schwartz, O'Connor & Vogele
Seyfarth Shaw
Shapiro, Buchman & Provine
Shute, Mihaly & Weinberger
Steyer, Lowenthal, Boodrookas, Alvarez & Smith LLP
Weintraub, Genshlea, Chediak & Tobin
Wendel, Rosen, Black & Dean

GOVERNMENT AGENCIES

Alameda County Housing Dept.
CALTRANS
City of Albany
City of Auburn
City of Brisbane
City of Burlingame
City of Concord
City of Fremont
City of Hayward
City of Lafayette
City of Livermore
City of Millbrae
City of Milpitas
City of Modesto
City of Mountain View
City of Oakley
City of Orinda
City of Pleasanton
City of Sacramento
City of San Bruno
City of San Carlos
City of San Francisco
City of San Jose
City of San Mateo
City of San Pablo
City of San Ramon
City of South San Francisco
City of Tracy
City of Vacaville
City of Walnut Creek
City of West Sacramento
Contra Costa Community
Contra Costa County
East Bay Community Foundation
FDIC
General Services Administration
NASA
San Ramon Valley School Dist.
Santa Clara Valley Trans.
Solano County Trans. Dept.
U.S. Air Force
U.S. Army Corp. of Engineers
U.S. Dept. of Energy
U.S. Dept. of Justice
U.S. FAA
U.S. Navy
U.S. Office of Special Master
U.S. Postal Service
U.S. Veterans Administration
Walnut Creek School Dist.
W. Contra Costa School Dist.

AIRPORTS

Byron Airport
Castle Air Force Base
Concord Buchanan Field Airport
Hayward Executive Airport
Livermore Municipal Airport
Mather Air Force Base
Modesto Airport
Napa Airport
Oakland International Airport
San Diego Brown Field Airport
San Diego Montgomery Field
San Jose International Airport
Stockton Airport
Vacaville Nut Tree Airport

DEVELOPERS & OTHERS

American Hotels, Inc.
Avery Construction
Barry Slatt Mortgage
Braddock and Logan
Browman Development
Castle Company
Castle Construction
CB Commercial/Koll
Cornish & Carey Commercial
Corrie Development
Cushman & Wakefield
Delco Builders & Developers
DUC Housing Partners, Inc.
Dunmore Communities
Eden Housing, Inc.
First American Title Guaranty
Golden State Developers
Houlihan Valuation Advisors
Inner Bay Fund
Ireland San Filippo
John Muir/Mt. Diablo Health
JTS Communities
Kalunian, David, CPA
Kaufman & Broad
Kimball Hill Homes
Land America One Stop
Leigh Fisher & Associates
Lennar Communities
Lippow Development
Livermore Investment
Mason McDuffie Financial
McBail Homes
Mission Peak Homes
Mt. Diablo Habitat for Humanity
Newmark Realty Co.
Paris, Gary, CPA
Planned Parenthood-Shasta
Roisman, Henel, LLP
Santa Clara Development
Sher & Minnard, LLP
Sideman & Bancroft, LLP
Slider, Linda C., Esq.
Snow, Gregory W., CPA
Souza Realty & Development
Sunrise Mortgage & Investment
Sweeney Kovar, LLP
T.A. Tucker Associates, Inc.
The David & Lucile Packard Fdn.
The DeSilva Group
The Nicholson Company
Universal Field Services
Wausau Mortgage Corp.
Western Area Power
Western Peaks Financial
Western Property Advisor
Willard L. Alloway & Associates

EXHIBIT "B"

Insurance Requirements

Consultant shall procure and maintain insurance as follows:

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 $1,000,000 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 $1,000,000 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.

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.

5. Other Requirements.

    a. Additional Insured Endorsement. The general 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 insured**. The coverage shall contain no special limitations on the scope of protection afforded to PV Water, its directors, officers, employees, or authorized volunteers.

    b. 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.

c. 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.

d. 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 the PV Water within three (3) working days.

e. 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.

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

g. 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.

h. 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: January 7, 2022
MEETING OF: January 11, 2022
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 9:** Consider Finance & Administrative Services Manager Recruitment

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INTRODUCTION

PV Water's Finance & Administrative Services Manager (FASM) submitted a letter of resignation on December 23, 2021. Staff have begun the process to update a recruitment brochure, and in doing so, conducted a survey of salaries of comparable positions in nearby agencies. Staff intend to work with Regional Government Services (RGS) to assist in the recruitment process.

DISCUSSION

The Finance & Administrative Services Manager manages PV Water's fiscal and administrative functions, including accounting, budget development and administration, billing, payroll, purchasing, central administrative support service, safety and risk management, and human resource administration. The FASM may serve as an assistant executive to the General Manager, and may serve on behalf of the General Manager as assigned and during periods of absence.

A survey of salaries of comparable positions in neighboring water districts and other municipalities indicated that while PV Water's FASM maximum salary range falls mid-range amongst neighboring water districts, overall the maximum salary range is about $11,000 less than the combined average maximum salary of all municipalities surveyed.

Recruitment activities will include contracting with RGS, completing updates to the PV Water / FASM brochure, advertising, pre-screening of applicants, and interviewing of most qualified applicants.

Draft Timeline

Open: TBD (~ January 24)
Close: ~ 4 weeks after opening
Most Qualified (MQ) Screening: Completed 2 weeks after close
Phone Screening to verify MQ candidates and provide recommendations: TBD
Share Results w/PV Water: Following phone screening
Oral Exam Interviews: TBD

Draft Marketing Plan

Source	Cost
NeoGov Applicant Tracking/Governmentjob.com	$ 500
LinkedIn Ad	$ 500
Linked In Passive Candidate Professional Search	$ 400
MMANC	FREE
GFOA	$ 200
CSFMO	$ 400
CSDA	$ 200
AWWA	$ 500
BC Water	$ 200
WaterDistrictJobs.com	$ 200
Total Estimate	**$ 3,100**

FISCAL IMPACT

To be determined.

STAFF RECOMMENDATION

The Committee consider the Finance & Administrative Services Manager recruitment and salary schedule.

ATTACHMENTS

- Job Description
- Salary Survey

SALARY SURVEY

	Level 1	Top Step	Effective Date
PV Water			
Finance & Administrative Services Manager	$120,887	$162,000	*7/1/2021*
Soquel Creek Water District			
Financial/Business Services Mgr	$122,231	$171,220	***12/27/2020***
San Lorenzo Valley Water			
Director of Finance & Business Services	$114,504	$153,432	***1/1/2021***
Scotts Valley Water District			
Finance & Customer Service Manager		$148,260	*8/24/2021*
Monterey one			
Business Services / Chief Financial Officer		$232,606	*9/5/2021*
Marina Coast Water District			
Admin Services Director	$134,699	$171,913	*7/1/2021*
San Benito County Water District			*Current*
Manager of Administration, Finance and Business Services	$155,000	$175,000	*Recruitment*
City of Santa Cruz			
Financial/Business Services Mgr	$166,356	$212,244	*10/2/2021*
City of Watsonville			
Administrative Services Director	$136,692	$183,181	*7/10/2021*

FINANCE & ADMINISTRATIVE SERVICES MANAGER

DEFINITION Under general direction, manages PV Water's fiscal and administrative functions, including accounting, budget development and administration, billing, payroll, purchasing, central administrative support service, safety and risk management, and human resource administration. May serve as an assistant executive to the General Manager. May serve on behalf of the General Manager as assigned and during periods of absence. Performs related work as required.

GENERAL CHARACTERISTICS

- Serve the General Manager as administrative advisor in areas of finance, personnel and general support, and as an assistant executive officer on delegated matters.
- Oversee PV Water's finance, human resources, and risk management activities.
- Develop and employ best practices in personnel performance management, personnel policy administration, training, recruitment, and risk management.
- Attend Board meetings, make program and policy recommendations.

Supervision Received and/or Exercised
This position receives general direction from the General Manager and exercises direct supervision over professional and clerical staff within assigned division.

EXAMPLES OF DUTIES

- **Budget/Fiscal Operations:**
  - Develop budget preparation procedures and schedules; work with staff on proposed budgets, prepare draft and final fiscal year budgets for Board review and adoption.
  - Design budgetary forms; develop and monitor general financial record keeping procedures and practices; monitor accounts receivable billing and develop assessment procedures and systems.
  - Implement refinements to database and provide interface with three counties for tax roll billing; adjust rates and schedules for assessment as required.
  - Forecast revenue and expenditures; act as fiduciary for Agency funds, projecting cash flow and recommending investments; review and disburse monthly income and expenditure statements.
  - Monitors delinquent accounts, works with customers to obtain payments, sets up payment agreements and takes long-term delinquent accounts to attorneys and Board to resolve.
  - Prepare for audit and work with Auditor to resolve any outstanding issues. Changes practices

as recommended by Auditor.

- Prepare and administer cost accounting procedures for special projects and grants ensuring that expenditures are assigned to proper accounts and account minimums not exceeded.

- Oversee debt financing, grant, and loan programs; coordinate with bond counsel, bond underwriters, and financing consultants.

- Perform contract/grant budget development, monitoring, reporting, closing; develop and administer purchasing practices and procedures; prepare bid specifications, evaluate bids and recommend awards.

- Establish costs and required resources for new programs, staff or services.

- Monitor cash reserves and investments.

- Oversee payroll functions and provide support in the absence of the Financial Analyst.

➢ **Human Resources Management**:

- Develop and maintain PV Water's personnel system and perform all phases of human resources management including; updating job descriptions for new positions and reclassifications, recruiting, onboarding, offboarding, performance management, benefit administration, leave management, in compliance with PERS/state/federal requirements.

- Counsel employees and advise managers on sensitive employee relations and performance issues.

- Counsel employees on matters related to employment status and all available benefits.

- Conduct compensation surveys; develop and administer employee records management including performance evaluation dates, salary history, and employee development.

- Oversee and administer employee benefits.

➢ **Supervision and General Office:**

- Plan, organize and supervise the work of administrative personnel, select, make assignments and set priorities.

- Develop standards of performance and develop mutual goals and objectives for each position supervised.

- Observe and document performance and prepare periodic and special evaluations of performance, goals, and objectives.

- Develop work procedures and practices for administrative personnel; modify work assignments of administrative employees in accordance with needs, review and approve expenditures and develop work schedules.

- Direct maintenance and enhancement of office information technology; provide public information and customer service; develop and oversee maintenance of central records management system.

- Oversee contracts for consultants and department services; review Agency contractual agreements and ensure that services are provided in accordance with contract provisions.

➢ **Assistance to the General Manager:**

- Serve as assistant executive officer on matters delegated by the General Manger.
- Write, read and edit correspondence and reports; provide complex analysis and research as assigned.
- Serve and act on behalf of the General Manager as assigned.
- Participate in technical and professional meetings, representing the Agency where necessary, and perform related work as required.

QUALIFICATIONS

➢ **Knowledge of:**

- Advanced principles, methods and practices of public administration, as applied to finance, accounting, budgeting, investment, risk management, purchasing, and human resource administration.
- Contract negotiations and administration; research techniques, sources and availability of information; methods of report preparation and presentation.
- Advanced principles and practices of government accounting, budget preparation and administration.
- Principles and practices of supervision, training, and performance management.
- Advanced business mathematics.
- English usage, spelling, grammar and punctuation.
- Applicable federal, state and local laws and regulations.
- Data processing as it applies to government accounting programs.

➢ **Ability to:**

- Identify and respond to community, General Manager, Legal Counsel, and Board issues, concerns and needs.
- Supervise, coach, counsel and motivate and set long and short-term goals and objectives for staff.
- Establish and maintain effective internal control fiscal procedures.
- Provide outstanding customer service, and assure that staff also provides excellent customer service.
- Analyze a variety of complex technical and administrative problems and make sound policy and procedural recommendations, and implement the recommendations.

- Read, speak, write, and comprehend English at a level necessary to carry out the essential function of the position.

- Ability to utilize spreadsheet, word processing, financial management, database software, and the information technology tools.

- Work under pressure of deadlines and creatively solve organizational challenges.

- Interpret and apply complex rules, regulations, and guidelines to support Agency's fiscal and administrative functions.

- Negotiate and administer contract services.

- Establish and maintain effective relationships with those contacted in the course of work, including PV Water and other elected officials, community groups, and the general public.

TRAINING AND EXPERIENCE Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities. A typical way to obtain the knowledge, skills and abilities would be:

Training: Equivalent to a bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration, or a related field. MBA or CPA certification is desirable.

Experience: Seven years of responsible professional finance and accounting experience, including five years of management, human resources and supervisory experience. Governmental accounting experience highly desirable.

PHYSICAL DEMANDS AND WORKING CONDITIONS The employee performs work that is primarily sedentary. Must have manual dexterity and be able to use a computer terminal. Must be able to see and read small print. Will be required to use personal vehicle in the course of employment. Attend periodic evening meetings and/or travel within and out of Agency boundaries to attend meetings. Persons with disabilities may be able to perform the essential duties of this class with reasonable accommodation. Reasonable accommodation will be evaluated on an individual basis and depend, in part, on the specific requirements of the job, the limitations related to the disability, and the ability of the hiring department to accommodate the limitation.

LICENSE REQUIRED
Possess and maintain a valid California Driver's License
Maintain automobile liability coverage with a minimum of $50,000 single limit or $50,000/$100,000 per occurrence during employment.

Revised: 2/12/2020
FLSA Status: Exempt

PV Water
Quarterly Billing Summary
Calendar Year

Type	2021 Consumption(AF)	2021 Dollar	2020 Consumption(AF)	2020 Dollar
March Billing				
Inside Delivered Water Zone	355.610	$ 120,196.27	277.086	$ 93,655.07
Metered	2746.996	$ 675,761.07	2479.177	$ 609,968.23
Non-Metered (agriculture)	0.000	$ -	0.00	$ -
Delivered	493.009	$ 193,259.38	318.888	$ 125,142.10
Aromas	53.570	$ 13,178.22	49.740	$ 12,236.04
Cal Water	51.790	$ 12,740.34	53.980	$ 13,279.08
City of Watsonville	1106.000	$ 272,076.00	1268.000	$ 311,928.00
Vega Mutual	8.100	$ 1,992.60	8.210	$ 2,019.66
Pajaro/Sunny Mesa	67.780	$ 16,673.88	73.100	$ 17,982.60
Non-Metered (rural residential)	1.250	$ 287.50	0.500	$ 115.00
Subtotal	4,884.10	$ 1,306,165.25	4,528.68	$ 1,186,325.77
	Uncollected Amt a/o 4/30/21	**$ 176,182.53**	**Uncollected Amt a/o 4/30/20**	**$ 246,413.73**
	Percent of Uncollected Billing	**13.489%**	**Percent of Uncollected Billing**	**20.771%**
June Billing				
Inside Delivered Water Zone	1,384.32	$ 467,900.99	885.04	$ 299,141.85
Metered	8,698.36	$ 2,139,797.49	7,241.39	$ 1,781,381.68
Non-Metered (agriculture)	190.42	$ 46,844.29	212.10	$ 52,175.72
Delivered	1,697.30	$ 665,340.35	1,663.54	$ 652,108.85
Aromas	79.15	$ 19,470.90	70.72	$ 17,397.12
Cal Water	60.85	$ 14,969.10	59.24	$ 14,573.04
City of Watsonville	1,608.00	$ 395,568.00	1,488.00	$ 366,048.00
Vega Mutual	11.70	$ 2,878.20	11.29	$ 2,777.34
Pajaro/Sunny Mesa	84.99	$ 20,907.54	82.11	$ 20,199.06
Subtotal	13,815.10	$ 3,773,676.85	11,713.42	$ 3,205,802.66
Annual Rural Residential				
Consumption	1,254.75	$ 288,592.50	1,250.50	$ 287,615.00
Subtotal	15,069.85	$ 4,062,269.35	12,963.92	$ 3,493,417.66
	Uncollected Amt a/o 7/31/21	**$ 1,325,297.34**	**Uncollected Amt a/o 7/31/20**	**$ 1,172,744.93**
	Percent of Uncollected Billing	**32.625%**	**Percent of Uncollected Billing**	**33.570%**
September Billing				
Inside Delivered Water Zone	2,450.30	$ 828,200.46	2,095.23	$ 708,189.31
Metered	14,451.24	$ 3,555,005.43	14,165.46	$ 3,484,703.23
Non-Metered (agriculture)	4.80	$ 1,180.80	0.00	$ -
Delivered	2,299.61	$ 901,447.75	1,759.16	$ 689,590.83
Aromas	105.18	$ 25,874.28	112.79	$ 27,746.34
Cal Water	65.84	$ 16,196.64	66.84	$ 16,442.64
City of Watsonville	1,865.00	$ 458,790.00	1,863.00	$ 458,298.00
Vega Mutual	15.38	$ 3,783.48	17.08	$ 4,201.68
Pajaro/Sunny Mesa	105.48	$ 25,948.08	111.36	$ 27,394.56
Non-Metered (rural residential)	2.95	$ 678.00	0.75	$ 172.50
Subtotal	21,365.78	$ 5,817,104.92	20,191.67	$ 5,416,739.09
	Uncollected Amt a/o 10/31/21	**1,316,695**	**Uncollected Amt a/o 10/31/20**	**1,293,596**
	Percent of Uncollected Billing	**22.635%**	**Percent of Uncollected Billing**	**23.881%**
December Billing				
Inside Delivered Water Zone	944.49	$ 319,236.74	1,276.74	$ 431,537.62
Metered	5,926.66	$ 1,457,958.55	7,192.44	$ 1,769,339.15
Non-Metered (agriculture)	206.45	$ 50,782.43	234.14	$ 57,597.87
Delivered	1,087.39	$ 426,150.66	1,432.69	$ 561,615.07
Aromas	78.92	$ 19,414.32	93.73	$ 23,057.58
Cal Water	56.40	$ 13,874.40	62.83	$ 15,456.18
City of Watsonville	1,614.00	$ 397,044.00	1,885.00	$ 463,710.00
Vega Mutual	11.88	$ 2,922.48	14.14	$ 3,478.44
Pajaro/Sunny Mesa	85.07	$ 20,927.22	97.35	$ 23,948.10
Non-Metered (rural residential)	0.00	$ -	0.50	$ 115.00
Subtotal	10,011.26	2,708,310.79	12,289.55	3,349,855.01
			Uncollected Amt a/o 1/31/21	**422,090**
			Percent of Uncollected Billing	**12.600%**
Total	**51,330.99**	**13,893,850.32**	**49,973.83**	**13,446,337.53**

PV Water

October - December 2021 Account Write Offs/Adjustments

Date	Account	Description	Amount	Reason
10/27/2021	2368-002	Metered	$ (0.98)	Billing adjustment
10/27/2021	25111	Meter Credit	$ (1,506.26)	Meter cost
10/27/2021	25111	Meter Credit	$ (300.00)	Meter installation
10/27/2021	20551	NSF	$ 473.80	Return check for insufficient cost
11/23/2021	22079	Interest	$ (52.18)	Past due & payment crossed in mail
11/23/2021	24364	Non-Metered	$ (115.00)	Well collapsed
11/23/2021	24364	Interest	$ (6.92)	Well collapsed
11/23/2021	24622	Interest	$ (15.54)	Past due & payment crossed in mail
11/23/2021	25084	Interest	$ (26.26)	Past due & payment crossed in mail
11/29/2021	23878	Interest	$ (22.36)	Past due & payment crossed in mail
12/1/2021	18302	Interest	$ (442.72)	Account paid in full
12/1/2021	23629	Meter Penalty	$ (2,898.13)	Diversion removed
12/1/2021	Several Accts		$ (1,125.85)	Original invoice was not received
12/21/2021	183	Interest	$ (19.73)	Past due & payment crossed in mail
12/21/2021	226	Interest	$ (43.83)	Past due & payment crossed in mail
12/21/2021	596	Interest	$ (59.98)	Past due & payment crossed in mail
12/21/2021	2138	Interest	$ (83.48)	Past due & payment crossed in mail
12/21/2021	19089-001	Interest	$ (14.03)	Misapplied payment
12/21/2021	23465	Interest	$ (55.20)	Past due & payment crossed in mail
12/21/2021	24882	Interest	$ (32.85)	Past due & payment crossed in mail
12/21/2021	25066	Interest	$ (98.81)	Past due & payment crossed in mail
		Total Adjustments	**$ (6,446.31)**	

PAJARO VALLEY WATER MANAGEMENT AGENCY

Account Activity Report per Bank Statement

		Date	Deposits	Withdrawals	Balance
CLEARING ACCOUNT - Mechanics					
Beginning Balance		11/1/2021			$150,178
Cash Receipts					
Disbursements				1,156,596	
Transfers			1,179,761		
Bank Fees					
Ending Balance		11/30/2021			$173,341
GENERAL FUND10-MMA Mechanics					
Beginning Balance		11/1/2021			$1,090,246
Cash Receipts					
Transfers				6,101	
Interest Earned			38		
Bank Fees					
Ending Balance		11/30/2021			$1,084,184
GENERAL FUND 10 - LAIF					
Beginning Balance		11/1/2021			$2,186,989
Transfers					
Interest Earned	(a/o 10/15/21)		1,332		
Ending Balance		11/30/2021			$2,188,320
GENERAL FUND 20 - LAIF					
Beginning Balance		11/1/2021			$8,030,678
Transfers					
Interest Earned	(a/o 10/15/21)		4,890		
Ending Balance		11/30/2021			$8,035,568
SPECIAL REVENUE FUND 20-ACH Clearing Acct Mechanics					
Beginning Balance		11/1/2021			$0
Cash Receipts					
Transfers					
Disbursments/ACH-Wire					
Bank Fees					
Ending Balance		11/30/2021			$0
SPECIAL REVENUE FUND 20-Operating Mechanics					
Beginning Balance		11/1/2021			$1,207,778
Cash Receipts			1,197,914		
Transfers				1,923,660	
Disbursments/ACH-Wire					
Bank Fees				4,545	
Interest Earned					
Ending Balance		11/30/2021			$477,486
SPECIAL REVENUE Fund 20 Cash Mgmt-FUND20MMN Mechanics					
Beginning Balance		11/1/2021			$9,432,649
Transfers			750,000		
Bank Fees					
Interest Earned			352		
Ending Balance		11/30/2021			$10,183,001
Certificate of Deposit - DWR Loan Reserve Mechanics Fund 40					
Beginning Balance		11/1/2021			$254,340
Interest Earned					
Ending Balance		11/30/2021			$254,340

Prior Month Ending Cash Balance:	Total Deposits:	Total Withdrawals:	Month End Cash Balance:
22,352,857	$3,134,288	$3,090,901	22,396,242
Cash Transfers	1,929,761	1,929,761	-
Actual Cash Receipts/Disbursements	1,204,527	1,161,140	

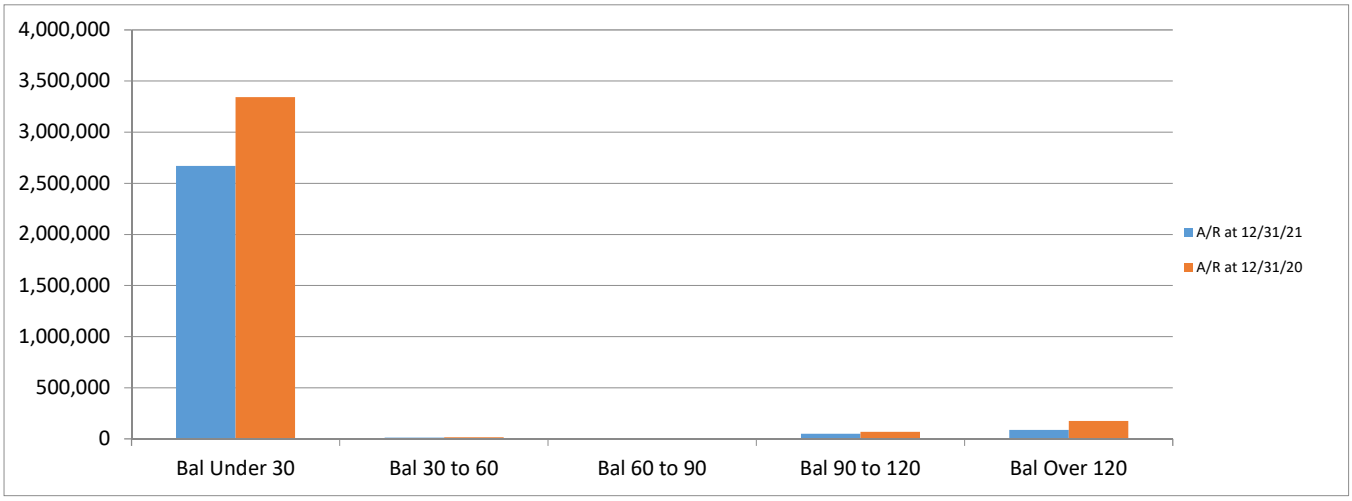
PAJARO VALLEY WATER MANAGEMENT AGENCY
INVESTMENT REPORT
ALL FUNDS
November 30, 2021

Description	Current Yield	Investment	% of Total Portfolio	Weighted Yield
MechanicsClearing Account	0.00%	**$173,341**	0.77%	0.00%
General Fund 10				
Mechanics General Fund 10 Money Market Account	0.04%	1,084,184	4.84%	0.00%
Local Agency Investment Fund	0.24%	2,188,320	9.77%	0.02%
		$3,272,504		
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%	477,487	2.13%	0.00%
Mechanics Special Revenue Fund 20 Money Market Account	0.04%	10,183,001	45.47%	0.02%
Local Agency Investment Fund	0.24%	8,035,568	35.88%	0.09%
		$18,696,056		
Long Term Debt Fund 40				
Mechanics Certificate of Deposit DWR Loan Reserve	0.10%	**$254,340**	1.14%	0.00%
	Total:	**$22,396,242**	**100.0%**	

Total Funds Reserved (DWR Fund 40)	254,340
Total Funds Invested	21,491,073
Total Funds Non-interest Bearing	650,828.54
Total Funds	**$22,396,242**
Total Available Funds	22,141,902
Cash Reserve Policy Requirements (PV Water)	5,790,000
Surplus (Deficit) of Funds	**$16,351,902**

PV Water
Accounts Receivable Aging 3 Month Trend
As of 12/31/2021

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	2,826,517	2,671,579	13,941	0	52,101	88,896
Credits	(19,960)					
Total Accounts Receivable at 12/31/21	2,806,558					
Accounts Receivable before credits	3,608,397	3,344,741	15,510	220	71,542	176,384
Credits	(2,251)					
Total Accounts Receivable at 12/31/20	3,606,147					
Accounts Receivable before credits	307,396	19,484	0	185,926	2,215	99,771
Credits	(30,296)					
Total Accounts Receivable at 11/30/21	277,099					
Accounts Receivable before credits	1,474,438	31,792	1,316,695	2,823	0	123,128
Credits	(24,497)					
Total Accounts Receivable at 10/30/21	1,449,941					



Accounts Payable

Checks by Date - Detail by Check Date

User: nancy
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Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
37394	L563	BRIAN LOCKWOOD	12/02/2021	
	9/14 to 10/13/21	GM. Cell reimb. For 9/14-10/13/21		80.00
			Total for Check Number 37394:	80.00
37395	C522	CALIFORNIA DEPT OF TAX & FEE ADMIN	12/02/2021	
	094-013162	Annual Permit Fee ACC#094-013162 for 7/1/21--06/30/22		497.07
	094-018190	Annual Permit Fee ACC#094018190 for 7/1/21--06/30/22		7,706.12
			Total for Check Number 37395:	8,203.19
37396	C1099	CAROLLO ENGINEERS INC	12/02/2021	
	FB16981	BMP Program Mngmnt CL Planning Prog. report for 10/21		10,137.13
			Total for Check Number 37396:	10,137.13
37397	W400	CITY OF WATSONVILLE UTILITIES	12/02/2021	
	#100533/OPERATI	PVWMA Operational Water Treatment Plant for 7/1 to 9/31/21		918,946.92
			Total for Check Number 37397:	918,946.92
37398	E500	ESA Water	12/02/2021	
	169325	Updating CL Project Prof. Services for 10/1-10/31/21		15,656.25
			Total for Check Number 37398:	15,656.25
37399	J301	JACOBS ENGINEERING GROUP INC.	12/02/2021	
	W8Y08700	Prof. Services CL Design for 10/2 to 10/29/21		38,315.46
			Total for Check Number 37399:	38,315.46
37400	M2300	McCROMETER, INC.	12/02/2021	
	557076-RI	Annual Telemetry Subscription fee for 11/21		6,604.80
	557463-RI	Meter Parts Telemetry Project for 11/21		4,688.85
			Total for Check Number 37400:	11,293.65
37401	M1872	MICROSOFT	12/02/2021	
	E0400GHJTT	IT-Online Hydrology 365 Suppor		12.50
			Total for Check Number 37401:	12.50
37402	P1160	MIKE PODLECH	12/02/2021	
	2312	CL Fisheries Support Prof. Services for 101/1 to 11/30/21		3,442.50
			Total for Check Number 37402:	3,442.50
37403	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	12/02/2021	
	211020-32	Water Samples Groundwater for 10/20/21		650.00
	211101-29	Water Samples CDS for 1/1/21		1,114.00
			Total for Check Number 37403:	1,764.00
37404	M1425	MONTEREY BAY PROFESSIONAL LANDSCAPE INC	12/02/2021	
	36586	Building Mo. Landscape Maint. For 11/21		196.00
			Total for Check Number 37404:	196.00
37405	M1865	MONTGOMERY & ASSOCIATES	12/02/2021	
	9090-21-10	Professional Services for 10/1 to 10/31/21		24,967.50

	9090-21-8	Professional Services for 8/1 to 8/31/21		74,465.00
	9090-21-9	Professional Services for 9/1 to 9/30/21		58,237.50
			Total for Check Number 37405:	157,670.00
37406	P180	PENINSULA MESSENGER LLC	12/02/2021	
	392742	Monthly RaboBank Courier for		114.00
			Total for Check Number 37406:	114.00
37407	P800	PG & E	12/02/2021	
	3771390038-1	Service at Jensen Rd #3 for 10/20 to 11/17/21		26.42
	4291054495-8	Service at 475 San Andreas Rd for 10/21 to 11/18/21		712.09
	5290624576-7	Service at 2240 Beach Rd for 10/20 to 11/17/21		9.53
	5916054391-0	Service at 187C San Andreas Rd for 10/21 to 11/18/21		915.05
			Total for Check Number 37407:	1,663.09
37408	S876	SANTA CRUZ SENTINEL	12/02/2021	
	1578005	Daily Office News paper 13 wks for 12/15 thru-3/9/22		76.19
			Total for Check Number 37408:	76.19
37409	S1405	SC FUELS INC	12/02/2021	
	0469655	Agency Vehicles Fuel for 11/4 to 11/15/21		193.86
			Total for Check Number 37409:	193.86
37410	C1580	SPECTRUM BUSINESS COMMUNICATIONS	12/02/2021	
	0495564112321	LandLine services for 11/23 to 12/22/21		663.87
			Total for Check Number 37410:	663.87
37411	T345	THE HOME DEPOT CREDIT SERVICES	12/02/2021	
	6512795/3513735	Field Supplies for Basin Monitoring Equipt. for 10/21		1,126.76
			Total for Check Number 37411:	1,126.76
37412	T359	THE STANDARD INSURANCE COMPANY	12/02/2021	
	00-649299-0087	Long Term Disability Benefits for 11/21		557.74
			Total for Check Number 37412:	557.74
37413	U185	U.S. BANK EQUIPMENT FINANCE	12/02/2021	
	458014024	RICOH Office Copier for 11/21		207.62
	458372331	RICOH Office Copier (upstairs) for 11/21		79.19
			Total for Check Number 37413:	286.81
37414	Z100	ZAG TECHNICAL SERVICES, INC.	12/02/2021	
	119301	IT-Modernization/Supplies/Parts/Laptops for 11/21		1,459.30
			Total for Check Number 37414:	1,459.30
			Total for 12/2/2021:	1,171,859.22
ACH	A1250	AFLAC- FLEX ONE	12/03/2021	
	EE Deferrals	EE PR Deferrals		582.46
			Total for this ACH Check for Vendor A1250:	582.46
ACH	A300	ACWA/JPIA	12/03/2021	
	0678374	EE PR Deferrals	January2022 Prems/Adj	29,377.62
	0678374	01/22 ADJ to EE PR Deferrals to actual	January2022 Prems/Adj	-1,148.76
			Total for this ACH Check for Vendor A300:	28,228.86
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	12/03/2021	
	EE Deferrals	EE PR Deferrals		3,400.00
			Total for this ACH Check for Vendor N125:	3,400.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	12/03/2021	

	EE Deferrals	EE PR Deferrals		740.00
	EEDeferrals	ER/EE Retirement Contributions		7,742.49
			Total for this ACH Check for Vendor P1300:	8,482.49
ACH	P555	PVWMA-Cafeteria Account	12/03/2021	
	EE Deferrals	EE PR Deferrals		980.71
			Total for this ACH Check for Vendor P555:	980.71
			Total for 12/3/2021:	41,674.52
37415	A190	ACE HARDWARE OF WATSONVILLE INC	12/16/2021	
	210057/210050	Office Supplies for 11/21		147.28
			Total for Check Number 37415:	147.28
37416	A1230	ADP-AUTOMATIC DATA PROCESSING INC.	12/16/2021	
	590473803	Agency Payroll Processing Charges PE for 10/21		363.20
	592430108	Agency Payroll Processing Charges PE for 11/21		358.10
			Total for Check Number 37416:	721.30
37417	A774	ARNOLD, CA LLC	12/16/2021	
	BLEND WELL-1	Blend Well-1 Usage Agreement for 11/21		108,095.44
			Total for Check Number 37417:	108,095.44
37418	A910	ATCHINSON,BARISONE,CONDOTTI	12/16/2021	
	33843	Professional Services General Matters for 11/1-11/30/21		643.50
			Total for Check Number 37418:	643.50
37419	A850	AVAYA FINANCIAL SERVICES.	12/16/2021	
	11/1 to 12/1/2021	Phone/VM Lease Agreement for 11/1-12/1/21		388.24
			Total for Check Number 37419:	388.24
37420	B102	BARTKIEWICZ, KRONICK & SHANAHAN INC	12/16/2021	
	8812.0001	General Professional Legal Services for 11/21		219.00
	8812-0005	Legal Prof. Service Watsonvielle Slough WSR for 11/21		870.00
	8812-0006	Legal Prof. Service Watsonvielle Slough CL for 11/21		652.50
			Total for Check Number 37420:	1,741.50
37421	F475	BEATRIZ VASQUEZ-FLORES	12/16/2021	
	1010	English/Spanish News letters for 12/21		237.50
			Total for Check Number 37421:	237.50
37422	L563	BRIAN LOCKWOOD	12/16/2021	
	10/14 to 11/13/21	GM. Cell reimb. For 10/14-11/13/21		80.00
			Total for Check Number 37422:	80.00
37423	C960	CARDIFF PEST CONTROL INC	12/16/2021	
	0122802	Pest control Office Monthly fumigation for 11/21		110.00
			Total for Check Number 37423:	110.00
37424	R40	CARDMEMBER SERVICE	12/16/2021	
	NOV2021	Sofware 1yr. Maint. Membership for 11/21		291.00
	NOV2021	Hotel/Conference for 11/21		204.16
	NOV2021	Field Supplies for 11/21		359.60
	NOV2021	Field Supplies for 11/21		-54.60
	NOV2021	Rotary Club of Freedom for 11/21		250.00
	NOV2021	Staff Mtg for 11/21		42.28
	NOV2021	Membership renewals for 11/21		136.96
	NOV2021	Aguservice Membership for 11/21		100.00
	NOV2021	Staff Meeting for 11/21		120.60
	NOV2021	Logme in for 11/21		24.28
	NOV2021	Training CA State fee for 11/21		20.00

	NOV2021	Cell Cases and Electronic supplies for 11/21		76.91
	NOV2021	Membership Rnwal for 11/21		422.13
			Total for Check Number 37424:	1,993.32
37425	C1787	COSTCO MEMBERSHIP	12/16/2021	
	111892714000	Membership renewal thru 2/23		120.00
			Total for Check Number 37425:	120.00
37426	G330	GUTIERREZ CONSULTANTS, INC.	12/16/2021	
	1639	SWRCB Prop 1 Phase II Sup. Services for 10/1-11/30/21		7,747.00
			Total for Check Number 37426:	7,747.00
37427	H121	HARVEST DRIVE PROPERTIES LLC	12/16/2021	
	APN018-341-25-1	PG&E Usage for 12/21		23,676.25
			Total for Check Number 37427:	23,676.25
37428	j301	JACOBS ENGINEERING GROUP INC.	12/16/2021	
	W8Y08700-015	Prof. Services CL Design for 10/30 to 11/26/21		88,992.81
			Total for Check Number 37428:	88,992.81
37429	K89	KARAS TECHNICAL SERVICES	12/16/2021	
	14854	Winter Newsletter for 12/21		290.00
	14855	Designing 3 cover operations for Annual report for 12/21		190.00
			Total for Check Number 37429:	480.00
37430	M900	MERRY MAIDS	12/16/2021	
	11/6 to 11/26/21	Monthly Office housekeeping for 11/6 to 11/26/21		632.00
			Total for Check Number 37430:	632.00
37431	M1875	MICROSOFT AZURE	12/16/2021	
	E0600GVS1E	IT-Support Pay as You go for 10/12 to 11/11/21		14.98
			Total for Check Number 37431:	14.98
37432	M1086	MILLER MAXFIELD, INC.	12/16/2021	
	1121PV	Public Outreach Consulting for 11/21		1,287.50
			Total for Check Number 37432:	1,287.50
37433	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	12/16/2021	
	20101614	Water Samples Groundwater for 10/16/21		1,300.00
	211122-24	Water Samples CDS for 11/22/21		709.00
			Total for Check Number 37433:	2,009.00
37434	P800	PG & E	12/16/2021	
	2926809320-9	Service at 36 B Brennan St for 10/22 to 11/21/21		153.31
			Total for Check Number 37434:	153.31
37435	P1150	FERGUSON ENTERPRISES LLC #3326 DBA: POLLARI	12/16/2021	
	202575	Replacement for ck#37384 (lost) Meter Parts supplies for 10/21		194.20
	202575-1	Replacement for ck#37384 (lost) Meter Parts supplies for 10/21		195.91
			Total for Check Number 37435:	390.11
37436	R320	RDO EQUIPMENT COMPANY INC	12/16/2021	
	W5225938-2	(previous invoice was paid short) Field supplies for 11/21		76.53
			Total for Check Number 37436:	76.53
37437	R790	ROYAL OAKS AUTO REPAIR INC	12/16/2021	
	39805	Veh. Maint. For Veh #9 For 12/21		790.20
			Total for Check Number 37437:	790.20
37438	S1405	SC FUELS INC	12/16/2021	
	0475951	Agency Vehicles Fuel for 11/17 to 11/30/21		598.95

			Total for Check Number 37438:	598.95
37439	S1681	SHAMROCK OFFICE SOLUTIONS	12/16/2021	
	559804	Monthly Office Printer for 11/2-12/1/21		61.40
			Total for Check Number 37439:	61.40
37440	S1900	SOIL CONTROL LAB, INC.	12/16/2021	
	1110498	Soil Monitoring Lab for 11/21		1,350.00
			Total for Check Number 37440:	1,350.00
37441	S2620	STATE WATER RESOURCES CONTROL BOARD-SWF	12/16/2021	
	WD-0191213	RWF Annual Permit fee 7/1/21-6/30/22 Facitlity ID#3441208240		23,783.00
			Total for Check Number 37441:	23,783.00
37442	S2870	SWENSON'S LANDSCAPING	12/16/2021	
	AG RABATE	AG Conservation Rebater Reimb. for 12/21		3,269.86
			Total for Check Number 37442:	3,269.86
37443	V369	VERIZON WIRELESS	12/16/2021	
	9894004818	Agency Personnel Cell Phones & equipt. for 11/2 - 12/1/21		415.17
			Total for Check Number 37443:	415.17
37444	Z100	ZAG TECHNICAL SERVICES, INC.	12/16/2021	
	119666	IT-Agreement Patching & AV Managed for 12/21		1,662.00
	119684	IT-Professional Prefered Support Agreement for 12/21		390.00
	119831	IT-Monthly Subscription MS-CSP for 12/21		192.00
			Total for Check Number 37444:	2,244.00
			Total for 12/16/2021:	272,250.15
ACH	A1250	AFLAC- FLEX ONE	12/17/2021	
	EE Deferrals	EE PR Deferrals		582.46
			Total for this ACH Check for Vendor A1250:	582.46
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	12/17/2021	
	EE Deferrals	EE PR Deferrals		3,400.00
			Total for this ACH Check for Vendor N125:	3,400.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	12/17/2021	
	EE Deferrals	ER/EE Retirement Contributions		8,580.57
	EE Deferrals	EE PR Deferrals		740.00
			Total for this ACH Check for Vendor P1300:	9,320.57
ACH	P555	PVWMA-Cafeteria Account	12/17/2021	
	EE Deferrals	EE PR Deferrals		980.71
			Total for this ACH Check for Vendor P555:	980.71
			Total for 12/17/2021:	14,283.74
37445	A821	ANNETTE L. ESCOTO	12/22/2021	
	121021-300	Notary Services Escrow# 4408-6258502 for 12/21		150.00
			Total for Check Number 37445:	150.00
37446	A910	ATCHINSON,BARISONE,CONDOTTI	12/22/2021	
	33842	College Lake Legal Services for 11/1 to 11/30/21		7,262.31
	33842	Professional Services General Matters for 11/1-11/30/21		4,086.43
	33842	Professional Services General Matters for 11/1-11/30/21		165.00
			Total for Check Number 37446:	11,513.74

37447	W400	CITY OF WATSONVILLE UTILITIES	12/22/2021	
	AC#02389-OFFICE	Office Monthly Utilities for 11/8 to 12/10/21		159.09
			Total for Check Number 37447:	159.09
37448	F360	FIRST ALARM, INC	12/22/2021	
	655138	Qrtly Alarm Services for 1/1/22 to 3/31/22		520.83
			Total for Check Number 37448:	520.83
37449	M1872	MICROSOFT	12/22/2021	
	E0400GU5F9	IT-Hydrology 365 Support for 11/17-12/16/21		12.50
			Total for Check Number 37449:	12.50
37450	m1175	MONTEREY BAY ANALYTICAL SERVICE INC	12/22/2021	
	211129-32	Water Samples Surface for 11/29/21		525.00
			Total for Check Number 37450:	525.00
37451	M1425	MONTEREY BAY PROFESSIONAL LANDSCAPE INC	12/22/2021	
	36669	Building Mo. Landscape Maint. For 12/21		196.00
			Total for Check Number 37451:	196.00
37452	M1865	MONTGOMERY & ASSOCIATES	12/22/2021	
	9090-21-11	Professional Services for 11/1 to 11/30/21		11,675.00
			Total for Check Number 37452:	11,675.00
37453	P510	PAJARO VALLEY PRINTING	12/22/2021	
	43266	3 kinds of Envelopes for 12/21		2,300.81
			Total for Check Number 37453:	2,300.81
37454	P800	PG & E	12/22/2021	
	1787734656-3	Service at 1859 Beach rd for 11/9 to 12/8/21		3,084.92
	9214983032-2	Service at 1931 Beach rd for 11/9 to 12/8/21		565.28
	9218085363-9	Service at 162 San Andreas Rd for 11/9 to 12/8/21		225.40
	9968544374-1	Service at 36 Brennan St for 11/9 to 12/8/21		139.92
	9968544374-1	Service at 36 Brennan St for 11/9 to 12/8/21		419.76
			Total for Check Number 37454:	4,435.28
37455	S1405	SC FUELS INC	12/22/2021	
	482919	Agency Vehicles Fuel for 12/1 to 12/9/21		625.12
			Total for Check Number 37455:	625.12
37456	T345	THE HOME DEPOT CREDIT SERVICES	12/22/2021	
	9221195-9524835	Field Supplies Equipment for 11/21		260.04
			Total for Check Number 37456:	260.04
37457	T359	THE STANDARD INSURANCE COMPANY	12/22/2021	
	00-649299-0087	Long Term Disability Benefits for 12/21		557.74
			Total for Check Number 37457:	557.74
37458	Z100	ZAG TECHNICAL SERVICES, INC.	12/22/2021	
	119935	IT-Monthly Subscription Agreement-Datto for 12/21		815.00
			Total for Check Number 37458:	815.00
			Total for 12/22/2021:	33,746.15
ACH	A1250	AFLAC- FLEX ONE	12/30/2021	
	EEDeferrals	EE PR Deferrals		582.46
			Total for this ACH Check for Vendor A1250:	582.46
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	12/30/2021	
	EE Deferrals	EE PR Deferrals		5,324.54

		Total for this ACH Check for Vendor N125:	5,324.54
ACH P1300	PERS-Fiscal Services Division Cashier Unit	12/30/2021	
EE Deferrals	ER/EE Retirement Contributions		7,937.11
EE Deferrals	EE PR Deferrals		740.00
		Total for this ACH Check for Vendor P1300:	8,677.11
ACH P555	PVWMA-Cafeteria Account	12/30/2021	
EE Deferrals	EE PR Deferrals		1,040.71
		Total for this ACH Check for Vendor P555:	1,040.71
		Total for 12/30/2021:	15,624.82
		Report Total (78 checks):	1,549,438.60