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
Tuesday, September 13, 2022, 3:00 p.m.
via Teleconference

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), Abel Sanchez (Vice-Chair), Amy Newell

2. Director Comments

3. Public Comments

4. Consider Approval of August 9, 2022 Administration & Finance Committee Meeting Minutes

5. Consider Watsonville Slough System Managed Aquifer Recharge and Recovery Projects Design and Bid Period Services
   a. Draft Agreement with Carollo Engineers, Inc.
   b. Draft Amendment to Agreement with EKI Water & Environment, Inc.

6. Consider Amending the Conflict of Interest Code

7. Consider Accepting Financial Reports
   a. Activity Report
   b. Investment Report

8. Consider Accepting Cash Flow Reports
   a. A/R Aging Update
   b. A/P Reports

9. Discuss future agenda items and next meeting date – Tuesday, October 11, 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.

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.

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, August 9, 2022 3:00 p.m.
Teleconference Meeting due to COVID-19

The teleconference meeting was called to order at 3:07 p.m.

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

   Committee Members Present: Bob Culbertson (Chair), Amy Newell, Abel Sanchez (Vice Chair) (late arrival 3:36 p.m.)
   Committee Members Absent: None
   Staff Present: Brian Lockwood, General Manager (GM), Nancy Trevino, Interim Finance & Administration Services Manager (IFASM)
   Others Present: None

2. **Director Comments: None**

3. **Public Comments: None**

4. **Consider Approving Minutes of July 12, 2022 Committee Meeting:**
   Action: Director Newell moved to approve the July 12, 2022 minutes; seconded by Director Culbertson.

   The motion carried following roll call vote:

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

5. **Review and Consider Accepting Quarterly Reports:**
   Action: Director Newell moved to accept the Quarterly 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, Newell**
   Noes: **None**
   Abstain: **None**
   Absent: **Sanchez**

6. **Review and Consider Accepting Financial Reports:**
   Action: Director Newell 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**, **Newell**
Noes: **None**
Abstain: **None**
Absent: **Sanchez**

7. **Review and Consider Accepting Cash Flow Reports:**
Action: Director Newell moved to accept the Cash Flow 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, Newell**
Noes: **None**
Abstain: **None**
Absent: **Sanchez**

8. **Discuss Future Agenda Items and Next Meeting Date:** Next meeting is Tuesday, September 13, 2022, 3:00 p.m.

Adjournment: 3:42 p.m.

MEMORANDUM

DATE: September 9, 2022
MEETING OF: September 13, 2022
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 5:** Consider Watsonville Slough System Managed Aquifer Recharge & Recovery Projects, Design and Bid Period Services
a) Draft Agreement with Carollo Engineers, Inc., and
b) Draft Amendment to Agreement with EKI Water & Environment, Inc.

INTRODUCTION

The Pajaro Valley Water Management Agency (PV Water) Board of Directors (Board) certified the Final Environmental Impact Report for Watsonville Slough System Managed Aquifer Recharge & Recovery Projects (Project) and formally approved the Project in January 2021. The webpage https://www.pvwater.org/wss-marr includes links to the Draft and Final EIR documents as well as the supporting notices and presentations. In the time since the certification of the EIR, staff and consultants have prepared and submitted a water right permit application to the State Water Resources Control Board, conducted groundwater modeling of recharge operations, and performed pump tests on existing recovery wells. The next phases of project implementation includes continued environmental permitting, the preparation of final designs, and the procurement of property rights. On June 10, 2022, the Board authorized and directed the general manager to issue a request for proposals for Watsonville Slough System Managed Aquifer Recharge & Recovery Projects, Design and Bid Period Services. At this time, staff recommends the Board consider an agreement with Carollo Engineers, Inc. (Carollo), and an amendment to an agreement with EKI Water & Environment Inc. (EKI) for design and bid period services.

BACKGROUND

Project Description

Throughout much of the Pajaro Valley Groundwater Basin, groundwater levels have declined as a result of long-term groundwater overdraft. Overdraft conditions result in seawater intrusion, groundwater quality degradation, and groundwater storage depletion. To address these circumstances, and in furtherance of the BMP Update, the Project, comprised of the Harkins Slough Facilities Upgrades Project and Struve Slough Project, were developed. The primary purposes of the Project is to help balance the groundwater basin, prevent further seawater intrusion, and meet water supply needs in the Agency's service area by further developing the Watsonville Slough System as a water storage and supply source.

The Board adopted the following project-specific objectives for the Project in April 2020:

- Design and implement reliable facilities to help achieve sustainable groundwater management of the Pajaro Valley Groundwater Subbasin by 2040, taking into account potential future hydrologic changes, including those associated with climate change.

- Substantially contribute to the Pajaro Valley's water supply needs in a timely manner, consistent with the Basin Management Plan Update implementation goals.
- Use locally controlled surface water for agricultural purposes to offset groundwater pumping in an environmentally sound manner and in coordination with resource agencies, the public, and other stakeholders, while preserving existing habitat.
- Make efficient use of, and leverage federal, state, and local investments in, existing Agency infrastructure.
- In coordination with other agencies, develop surface water supplies in a manner that is compatible with flood risk reduction and habitat restoration planning

DISCUSSION

The Board authorized and directed the general manager to issue a Request for Proposals (RFP) for Watsonville Slough System Managed Aquifer Recharge & Recovery Projects, Design and Bid Period Services on June 10, 2022. Staff sent the RFP to 12 firms with expertise in water resources, and posted at https://www.pvwater.org. While staff heard from a few firms following the issuance of the RFP, Carollo was the only firm to submit a proposal. Following receipt of the proposal, staff circulated it to the Ad Hoc Proposal Review Committee for review, and then engaged with Carollo to review and refine the scope of services and budget estimate. Following negotiations, it made sense to staff to split EKI from Carollo's scope because PV Water is already in an agreement with EKI for similar work.

Below is a tentative schedule for the Project:

Board Consideration of Agreement	September 21, 2022
Issue Notice to Proceed	October 1, 2022
Final Design	August 31, 2023
Board Direction to Advertise for Bids	September 20, 2023
Bid Opening	November 1, 2023
Board Consideration of Contract	November 15, 2023
Issue Notice to Proceed	December 2023
Substantial Completion	October 2024
Final Completion	December 2024

FISCAL IMPACT

The not to exceed amount for the agreement with Carollo is $2,454,000. The scope of services and cost estimate for EKI is still in preparation, but is approximately $100,000 (and will be distributed during or prior to the Committee meeting). If approved, work will begin in the current fiscal year and will continue into the following fiscal year. The adopted budget for the current fiscal year includes $2,000,000 for professional services associated with developing designs.

STAFF RECOMMENDATION

The Committee review the financial impact of proposed scopes of service and consider making a recommendation of approval to the Board.

Pending direction from the Committee, the staff recommendation for the Board will read generally as follows:

The Board, by single motion or multiple motions as it deems appropriate, take the following recommended actions:

1. Approve the Agreement, in substantially the same form as the version attached, with Carollo Engineers for Watsonville Slough System Managed Aquifer Recharge & Recovery Projects Design and Bid Period Services in an amount not to exceed $2,454,000
2. Approve the Amendment to Agreement, in substantially the same form as the version attached, with EKI for Watsonville Slough System Managed Aquifer Recharge & Recovery Projects Design and Bid Period Services in an amount not to exceed $100,000.

ATTACHMENTS

- Draft Agreement with Carollo Engineers for Watsonville Slough System Managed Aquifer Recharge & Recovery Projects, Design and Bid Period Services in an amount not to exceed $2,454,000
- Draft Amendment to Agreement with EKI to be distributed during or prior to the Committee meeting

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

CONSULTANT AGREEMENT

To:	**Carollo Engineers, Inc.**	**Date**:	**September , 2022**
	2795 Mitchell Drive		
	Walnut Creek, CA 94598		
Tel:	**(925) 932-1710**		
	pfriedlander@carollo.com		

Contract Amount:	**$2,454,000**	**Start Date:**		**End Date:**	

Accepted:	**Pajaro Valley Water Management Agency**	**Consultant:**	**Carollo Engineers, Inc.**
		FEIN:	**86-0899222**
By:		**By:**	
	Brian Lockwood		**Paul Friedlander**
Title	**General Manager**	**Title**	**Associate Vice President**
	Other authorized representative(s):		**Other authorized representative(s):**

CONSULTANT AGREEMENT

This Agreement is entered into and effective this day of **September 2022**, by and between the **Pajaro Valley Water Management Agency** ("PV Water"), and **Carollo Engineers, Inc**. ("Consultant") referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, PV Water desires to carry out **WSS-MAR Preliminary and Final Engineering Design Services**("Project"); and,

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said duties as outlined within its proposal dated **September 8, 2022** and received by PV Water on **September 8, 2022** (Exhibit A);

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

1. Term of Agreement. This Agreement shall terminate on unless terminated sooner pursuant to the terms of this Agreement. The Parties' authorized representatives (defined below) shall have the authority to extend this term by written amendment to this Agreement.

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

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

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

respective party.

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

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

4. Compensation. PV Water will pay Consultant, as full compensation for full performance of the services described in this Agreement, a fee not to exceed **Two Million Four Hundred Fifty Four Thousand Dollars ($2,454,000).** The fee for services will be based on the Fee Schedule included in Exhibit "A" of this Agreement.

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

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

5. Independent Contractor. Consultant represents that it has or will secure at its own expense all personnel, materials, and related services required to perform the services under this Agreement. Consultant (and its employees, agents, representatives, and sub-consultant(s)), in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of PV Water. Consultant, not PV Water, shall have exclusive and complete control over its employees and subcontractors, and shall determine the method of performing the services hereunder. PV Water, however, retains the right to require that work performed by Consultant meet specific standards consistent with the requirements of this Agreement without regard to the manner and means of accomplishment thereof.

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

7. Indemnification.

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

For Design Professional Services under Civil Code §2782.8:
To the fullest extent permitted by law, 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 (collectively, "Claims"). Consultant shall not be obligated under this Agreement to indemnify any one of the PV Water Parties to the extent that the damage is attributable to that party's negligent acts or omissions or willful misconduct. In no event shall the costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

8. Insurance. 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".

9. Sub-consultants. Except as provided in Exhibit "A" of this Agreement, and otherwise with prior written approval of PV Water, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. In the event that Consultant employs sub-consultants, sub-contractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of Consultant in the performance or subject matter of this Agreement ("sub-consultant"), it shall be the Consultant's

responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall require all sub-consultants to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work, and will provide proof of compliance to PV Water. Sub-consultants are to be bound to Consultant and to PV Water in the same manner and to the same extent as the Consultant is bound to PV Water under this Agreement. Consultant shall be responsible to PV Water for the performance of any and all sub-consultants who perform work under this Agreement and any acts of negligence on their part. Consultant is solely responsible for all payments due to sub-consultants.

10. Compliance with Laws. All activities of Consultant will be carried out in compliance with all applicable federal, state and local laws.

11. Permits. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

12. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, Consultant shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include instructions in accident prevention for all employees such as safe walkways, scaffolds, fall protection, ladders, bridges, gang planks, confined space procedures, trenching & shoring, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries.

13. Equal Employment Opportunity. Consultant agrees to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, handicap, sexual orientation, disability, ancestry, or other protected characteristics of any employee of, or applicant for employment with, such Consultant.

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

shall be vested in PV Water and waives and relinquishes all claims to copyright or other intellectual property rights in favor of PV Water.

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

16. Termination. PV Water may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving written notice to Consultant at least thirty days (30) prior to such termination. Upon receipt of written notice from PV Water that this Agreement is terminated, Consultant will submit an invoice for an amount that represents the value of services actually performed to the date of said notice for which Consultant has not previously been compensated. In the event of termination without cause, PV Water will pay to Consultant all recoverable costs incurred in the performance of such services in accordance with Section 4 of this Agreement, plus all reasonable costs incurred as a result of such termination, but in no event will PV Water pay termination costs exceeding Five Thousand Dollars ($5,000.00) and PV Water will have no further obligation to Consultant, monetarily or otherwise. In the event termination is for cause, Consultant need be compensated only to the extent required by law.

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

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

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

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

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

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

23. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation.

24. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties hereby agree that: (a) if any action is brought for the purpose of enforcing any provision of this Agreement, including without limitation instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, or a declaration of rights or obligations under this Agreement, or for any other judicial remedy, then such action shall be brought only in the appropriate state or federal court located in Santa Cruz County, California; and (b) a final judgment in any such action or proceeding

shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section shall affect or impair any Party's right to serve legal process in any manner permitted by law.

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

If to PVWater:

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

If to Consultant:

Carollo Engineers, Inc.
Attention: Paul Friedlander, Assoc.Vice President
2795 Mitchell Drive
Walnut Creek, CA 94598
pfriedlander@carollo.com
Telephone: (925) 932-1710

_____

26. Cumulative Rights; Waiver. The rights created under this Agreement or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by either Party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of either Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered or construed or deemed a waiver of any provision or any breach of any provision of this Agreement or deprive that Party of the right thereafter to insist upon strict adherence to

that term or provision or any other term or provision of this Agreement. No delay or omission on the part of either Party in exercising any right under this Agreement shall operate as a waiver of any such right or any other right under this Agreement.

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

28. 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.

29. 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.

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

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

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

33. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, Limited Liability Company or other form of organization or association of any kind that is not a party to this Agreement. The services to be performed by Consultant are intended solely for the benefit of PV Water. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

34. 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.

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

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

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

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

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

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

a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____
Brian Lockwood, General Manager

CAROLLO ENGINEERS, INC.

By: _____
Lou Carella, Executive Vice-President

By: _____
Paul Friedlander, Vice-President

:

ESTIMATED ENGINEERING HOURS AND COSTS
PV Water
WSS-MARR Project
Preliminary and Final Engineering Design Services

carollo
Engineers...Working Wonders With Water®

TASK							OTHER DIRECT COSTS			COST SUMMARY	
	Subtotals		PECE	Subconsultants	Subtotals	Sub-consultant Markup	Misc. Costs and Printing	Mileage $0.54	Total ODCs	Total Cost
Billing Rates 2022 + Escalation	Hours	Budget	$13.00							
Column	19	20	21	22	23	24	25	26	27	28
TASK 1 - PROJECT ADMINISTRATION AND CONTROLS										
1.1 Project Kickoff Meeting and Project Management Plan	90	$26,121	$1,170	$0	$0	$0	$0	$0	$1,170	$27,291
1.2 Project Coordination Meetings	224	$67,945	$2,912	$0	$0	$0	$0	$0	$2,912	$70,857
1.3 Project Controls	188	$50,701	$2,444	$0	$0	$0	$1,000	$1,170	$4,614	$55,315
1.4 Design Related Permitting, Grant/Funding, and Cost of Service Support	164	$47,234	$2,132	$0	$0	$0	$500	$468	$3,100	$50,334
1.5 Design Related Utility Coordination Support	84	$21,419	$1,092	$0	$0	$0	$0	$468	$1,560	$22,979
Task 1 Hours	750									
Task 1 Budget		**$192,001**	**$8,658**	**$0**	**$0**	**$0**	**$1,500**	**$1,638**	**$11,796**	**$226,776**
TASK 2 - PRELIMINARY DESIGN										
2.1 Data Gathering and Analysis	296	$73,249	$3,848	$390,150	$390,150	$25,258	$0	$468	$419,724	$492,973
2.2 Technical Memoranda and Alternatives Analysis										
2.2.1 Focus Group Workshops	94	$26,026	$1,222	$0	$0	$0	$0	$1,404	$2,626	$28,652
2.2.2a TM No.1 Struve Slough Intake Basis of Design	128	$32,133	$1,664	$0	$0	$0	$0	$0	$1,664	$33,797
2.2.2b TM No.2 Harkins Slough Intake and Filter Plant Improvements Basis of Design	160	$41,180	$2,080	$0	$0	$0	$0	$0	$2,080	$43,260
2.2.2c TM No.3 Struve Slough Intake Pipeline to Harkins Slough Basis of Design	108	$27,918	$1,404	$0	$0	$0	$0	$0	$1,404	$29,322
2.2.2d TM No.4 Southeast Recharge Basin Basis of Design	72	$17,081	$936	$0	$0	$0	$0	$0	$936	$18,017
2.2.2e TM No.5 Project Schedule, Constructability, Commissioning, and Phasing Requirements	104	$26,088	$1,352	$0	$0	$0	$0	$0	$1,352	$27,440
2.3 Preliminary Design Report	108	$26,149	$1,404	$0	$0	$0	$50	$0	$1,454	$27,603
2.4.1 30% Design Documents	599	$132,823	$7,788	$15,000	$15,000	$1,500	$500	$0	$24,788	$157,611
2.4.2 30% Design Review Workshop	56	$16,786	$728	$0	$0	$0	$50	$702	$1,480	$18,266
Task 2 Hours	1725									
Task 2 Budget		**$419,433**	**$22,426**	**$405,150**	**$405,150**	**$26,758**	**$600**	**$2,574**	**$457,508**	**$876,941**
TASK 3 - FINAL DESIGN										
3.1 60% Design Submittal	1663	$360,235	$21,624	$0	$0	$0	$800	$0	$22,424	$382,659
3.1.1 60% Design Review Workshop	68	$18,808	$884	$0	$0	$0	$50	$702	$1,636	$20,444
3.2 100% Design Submittal	2719	$586,791	$35,347	$40,000	$40,000	$4,000	$1,500	$0	$80,847	$667,638
3.2.1 100% Design Review Workshop	68	$18,808	$884	$0	$0	$0	$50	$702	$1,636	$20,444
3.3 Bid Set Submittal	528	$113,278	$6,861	$0	$0	$0	$1,500	$0	$8,361	$121,639
3.4 Quality Assurance/Quality Control	192	$61,152	$2,492	$0	$0	$0	$800	$0	$3,292	$64,444
Task 3 Hours	5238									
Task 3 Budget		**$1,159,072**	**$68,092**	**$40,000**	**$40,000**	**$4,000**	**$4,700**	**$1,404**	**$118,196**	**$1,277,268**
TASK 4 - BIDDING SERVICES										
4.1 Respond to Bidders' Questions	62	$18,300	$806	$0	$0	$0	$0	$0	$806	$19,106
4.2 Attend Pre-bid Meeting	10	$3,113	$130	$0	$0	$0	$50	$234	$414	$3,527
4.3 Prepare Addenda	63	$16,150	$819	$0	$0	$0	$50	$0	$869	$17,019
4.4 Bid Evaluation Assistance	6	$1,883	$78	$0	$0	$0	$0	$0	$78	$1,961
4.5 Prepare Conformed Documents	128	$27,355	$1,664	$0	$0	$0	$2,000	$0	$3,664	$31,019
Task 4 Hours	269									
Task 4 Budget		**$66,801**	**$3,497**	**$0**	**$0**	**$0**	**$2,100**	**$234**	**$5,831**	**$72,632**
Final Design Tasks 1-4 Total Budget	7982	**$1,837,307**	**$102,673**	**$445,150**	**$445,150**	**$30,758**	**$8,900**	**$5,850**	**$593,331**	**$2,453,617**

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 $2,000,000 aggregate. (Note: Increase amounts for higher risk services)

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

3. Professional Liability Insurance. Limits of liability in amounts not less than $1,000,000 per occurrence or claim and $2,000,000 aggregate, insuring Consultant and its employees against liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities relating to this Agreement. Consultant shall renew continuous coverage or extend the reporting period, to the extent available, by endorsement or otherwise, for claims five (5) years from the date this Agreement is terminated.

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:	September 9, 2022
MEETING OF:	September 13, 2022
TO:	Administration & Finance Committee
FROM:	General Manager
RE:	**ITEM 6:** Consider Amending the Conflict of Interest Code

BACKGROUND

The Political Reform Act requires that each local government agency must review its Conflict of Interest Code (Code) on a biennial basis and either amend the code if necessary, or report to its respective code reviewing body that the code is not in need of amendment. (Govt. Code §87306.5). Staff reviewed Pajaro Valley Water Management Agency's (PV Water) Code and determined that the Code was in an in need of an amendment to the list of Designated Positions in order to update the title of the "Agency's Administrative Services Manager" to "Agency's Finance & Administrative Services Manager."

The Code was most recently reviewed and amended in 2015, when the PV Water Board of Directors (Board) adopted Resolution 2015-20, Amending the Conflict of Interest Code, which amended the list of Designated Positions by removing the "Agency's Technical Division Manager" and "Administrative Division Manager" and including the "Agency's Senior Water Resources Hydrologist" and the "Administrative Services Manager."

The California Fair Political Practices Commission (FPPC) website states that in order to make an amendment to the Agency's Code, it is necessary to hold a 45-day public notice period so that any person can comment on the proposed amendment. However, in an email responding to a clarifying question from staff, the FPPC responder stated that "the 45-day notice period is not required for non-substantive amendments" such as changing the title of a position.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Committee consider Amending the Conflict of Interest Code, and consider making a recommendation to the Board.

ATTACHMENTS

- Draft Resolution Amending Conflict of Interest Code
- Conflict of Interest Code: ARTICLE 3. Conflict of Interest Codes [87300 - 87314] (Article 3 added June 4, 1974, by initiative Proposition 9.)
- FPPC Guidance "How to Amend a Multi-County Agency's Conflict of Interest Code"
- FPPC "2022 Multi-County Agency Biennial Notice"

Resolution 2022-XX

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

Reviewing and Amending the Conflict of Interest Code

WHEREAS, on August 8, 1985, the Pajaro Valley Water Management Agency (Agency) adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974, Government Code §81000, et seq.; and

WHEREAS, pursuant to Government Code §87306.5, each local government agency must review its Conflict of Interest Code on a biennial basis and either amend the code if necessary, or report to its respective code reviewing body that the code is not in need of amendment; and

WHEREAS, the Agency reviewed its Conflict of Interest Code on September 21, 2022 and determined that the Code was in need of amendment to revise the titles of existing positions.

NOW, THEREFORE, BE IT RESOLVED that this resolution and the attached Conflict of Interest Code, including Appendix A, setting forth the California Code of Regulations provisions pertaining to Conflict of Interest Codes beginning with Title 2, Division 6, Section 18730, Appendix B, designating officials and employees, and Appendix C, establishing disclosure categories have been reviewed, and it has been determined that the following positions shall be revised in Appendix B – Designated Positions: Administrative Services Manager is now Finance and Administrative Services Manager.

BE IT FURTHER RESOLVED that this Resolution and the attached Conflict of Interest Code, including Appendices A, B and C, which are hereby incorporated by reference, shall constitute the Conflict of Interest Code of the Pajaro Valley Water Management Agency; and

BE IT FURTHER RESOLVED that designated employees shall file their statements of economic interest (Fair Political Practices Commission Form 700, and such other form as may be prescribed by law) with the Secretary of the Pajaro Valley Water Management Agency, and such statements are available for public inspection and reproduction; and

BE IT FURTHER RESOLVED, that pursuant to Section 18753 of Division 6 of Title 2 of the California Code of Regulations, the Finance & Administrative Services Manager, as a manager of public investments, shall file a copy of his or her Form 700 with the Secretary of the PVWMA, and shall file the original with the Fair Political Practices Commission; and

BE IT FURTHER RESOLVED that statements for all designated employees shall be retained by the Pajaro Valley Water Management Agency.

PASSED AND ADOPTED by the Pajaro Valley Water Management Agency, County of Santa Cruz, State of California, [INSERT DATE] day of [INSERT MONTH] **2022** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Amy Newell , Chair

ATTEST:

_____

Laura R. Taay, Board Secretary

Pajaro Valley Water Management Agency Conflict of Interest Code

The Political Reform Act, Government Code Sections 81000 et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted the regulation of Title 2, Division 6 of the California Code of Regulations, Provision 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Reform Act after public notice and hearings. Therefore, the terms of Title 2, Division 6 of the California Code of Regulations, Provision 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Pajaro Valley Water Management Agency.

Pursuant to Section 4 of Provision 18730, designated employees shall file statements of economic interest with the Agency, which shall be maintained in Agency files.

Approved by the Fair Political Practices Commission on 5 November 1985 and December 8, 1992

Appendix A

California Government Code Sections 87100, et seq.

California Code of Regulations, Title 2, Division 6, Chapter 7

Appendix B

Pajaro Valley Water Management Agency Conflict of Interest Code

Designated Positions

- Directors
- Attorney for the Agency
- Agency's General Manager
- Agency's Senior Water Resources Hydrologist
- **Agency's Finance & Administrative Services Manager (Position Reclassified)**
- ~~Agency's Administrative Services Manager~~
- Consultants and Contractors

Appendix C

Disclosure Categories

All designated positions shall disclose:

1. Investments in any business entity of the type which, within the last two years, has contracted with the Agency to provide services, supplies, materials, machinery or equipment. (See Government Code sections 82034, 87103, 87206)

2. Income from any source of the type which, within the last twelve (12) months, has contracted with the Agency to provide services, supplies, materials, machinery, or equipment to the Agency. (See Government Code sections 82030, 87103, 87207)

3. Interests in real property located in whole or in part either within the boundaries of the Agency, or within two miles of the boundaries of the Agency, including any leasehold, beneficial, or ownership interest or option to acquire such interest in real property. (See Government Code sections 82033, 87103, 87206)

4. Investments in any business entity or sources of income which are
    a) industrial water users, or
    b) entities or persons engaged in farming, real estate development, or owners of real estate within the boundaries of the Agency, and
    c) interests in real property within the boundaries of the Agency, are disclosable regardless of any contractual relationship with the Agency at any time.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties, and, based upon that description, a statement of the extent of the disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

GOVERNMENT CODE - GOV

TITLE 9. POLITICAL REFORM [81000 - 91014]

(Title 9 added June 4, 1974, by initiative Proposition 9.)

CHAPTER 7. Conflicts of Interest [87100 - 87505]

(Chapter 7 added June 4, 1974, by initiative Proposition 9.)

ARTICLE 3. Conflict of Interest Codes [87300 - 87314]

(Article 3 added June 4, 1974, by initiative Proposition 9.)

87300.

Every agency shall adopt and promulgate a Conflict of Interest Code pursuant to the provisions of this article. A Conflict of Interest Code shall have the force of law and any violation of a Conflict of Interest Code by a designated employee shall be deemed a violation of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87301.

It is the policy of this act that Conflict of Interest Codes shall be formulated at the most decentralized level possible, but without precluding intra-departmental review. Any question of the level of a department which should be deemed an "agency" for purposes of Section 87300 shall be resolved by the code reviewing body.

(Added June 4, 1974, by initiative Proposition 9.)

87302.

Each conflict of interest code shall contain the following provisions:

(a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the conflict of interest code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

(b) Requirements that each designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207. The first statement filed under a conflict of interest code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial

statement shall be filed by each designated employee within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or, if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

(c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest as defined in Section 87103, which it is reasonably foreseeable may be affected materially by the decision. A designated employee shall not be required to disqualify the employee's own self with respect to any matter that could not legally be acted upon or decided without the designated employee's participation.

(d) For any position enumerated pursuant to subdivision (a), an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

(1) File a written resignation with the appointing power.

(2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(Amended by Stats. 2021, Ch. 50, Sec. 203. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87302.3.

(a) Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing the candidate's investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.
(b) This section does not apply to either of the following:
(1) A candidate for an elective office designated in a conflict of interest code who has filed an initial, assuming office, or annual statement pursuant to that conflict of interest code within 60 days before the deadline specified in subdivision (a).

(2) A candidate for an elective office who has filed a statement for the office pursuant to Section 87302.6 within 60 days before the deadline specified in subdivision (a).

(Amended by Stats. 2021, Ch. 50, Sec. 204. (AB 378) Effective January 1, 2022.)

87302.6.

Notwithstanding Section 87302, a member of a board or commission of a newly created agency shall file a statement at the same time and in the same manner as those individuals required to file pursuant to Section 87200. A member shall file the member's statement pursuant to Section 87302 once the agency adopts an approved conflict of interest code.
(Amended by Stats. 2021, Ch. 50, Sec. 205. (AB 378) Effective January 1, 2022.)

87303.

No conflict of interest code shall be effective until it has been approved by the code reviewing body. Each agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body. The deadline for a new agency shall be not later than six months after it comes into existence. Within 90 days after receiving the proposed code or receiving any proposed amendments or revisions, the code reviewing body shall do one of the following:
(a) Approve the proposed code as submitted.
(b) Revise the proposed code and approve it as revised.
(c) Return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

(Amended by Stats. 1997, Ch. 455, Sec. 4. Effective September 24, 1997. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87304.

If any agency fails to submit a proposed conflict of interest code or amendments, or if any state agency fails to report amendments pursuant to subdivision (b) of Section 87306 within the time limits prescribed pursuant to Section 87303 or 87306, the code reviewing body may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. If the code reviewing body does not issue an appropriate order or take other action within 90 days of the deadline imposed on the agency as prescribed in Section 87303 or 87306, the commission may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. The commission shall consult with the agency before ordering the adoption of a conflict of interest code for the agency.
(Amended by Stats. 1991, Ch. 491, Sec. 4. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87305.

If after six months following the deadline for submission of the proposed Conflict of Interest Code to the code reviewing body no Conflict of Interest Code has been adopted and promulgated, the superior court may, in an action filed by the commission, the agency, the code reviewing body, any officer, employee, member or consultant of the agency, or any resident of the jurisdiction, prepare a Conflict of Interest Code and order its adoption by the agency or grant any other appropriate relief. The agency and the code reviewing body shall be parties to any action filed pursuant to this section.
(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306.

(a) Every agency shall amend its Conflict of Interest Code, subject to the provisions of Section 87303, when change is necessitated by changed circumstances, including the creation of new positions which must be designated pursuant to subdivision (a) of Section 87302 and relevant changes in the duties assigned to existing positions. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.
(b) Notwithstanding subdivision (a), every state agency shall submit to the code reviewing body a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section

87302, changes in the list of reportable sources of income, and relevant changes in the duties assigned to existing positions. These reports shall be submitted no later than March 1 of each odd-numbered year.
(Amended by Stats. 1991, Ch. 491, Sec. 5. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306.5.

(a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.
(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.
(Added by Stats. 1990, Ch. 1075, Sec. 5.)

87307.

An agency may at any time amend its Conflict of Interest Code, subject to the provisions of Section 87303, either upon its own initiative or in response to a petition submitted by an officer, employee, member or consultant of the agency, or a resident of the jurisdiction. If the agency fails to act upon such a petition within ninety days, the petition shall be deemed denied. Within thirty days after the denial of a petition, the petitioner may appeal to the code reviewing body. The code reviewing body shall either dismiss the appeal or issue an appropriate order to the agency within ninety days.
(Added June 4, 1974, by initiative Proposition 9.)

87308.

Judicial review of any action of a code reviewing body under this chapter may be sought by the commission, by the agency, by an officer, employee, member or consultant of the agency, or by a resident of the jurisdiction.
(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87309.

A conflict of interest code or amendment shall not be approved by the code reviewing body or upheld by a court if it:
(a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
(b) Fails to provide to each affected person a clear and specific statement of that person’s duties under the code; or

(c) Fails to adequately differentiate between designated employees with different powers and responsibilities.
(Amended by Stats. 2021, Ch. 50, Sec. 206. (AB 378) Effective January 1, 2022.)

87310.

If the duties of a designated employee are so broad or indefinable that the requirements of Section 87309 cannot be complied with, the Conflict of Interest Code shall require the designated employee to comply with the requirements of Article 2 of this chapter.
(Added June 4, 1974, by initiative Proposition 9.)

87311.

The review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.
(Added June 4, 1974, by initiative Proposition 9.)

87311.5.

(a) Notwithstanding the provisions of Section 87311, the review of the Conflict of Interest Code of an agency in the judicial branch of government shall not be subject to the provisions of the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by these agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.
(b) Conflict of Interest Codes of the Judicial Council, the Commission on Judicial Performance, and the Board of Governors and designated employees of the State Bar of California shall not be subject to the provisions of subdivision (c) of Section 87302.
(Added by Stats. 1984, Ch. 727, Sec. 8. Operative July 1, 1985, by Sec. 12 of Ch. 727.)

87312.

The Commission shall, upon request, provide technical assistance to agencies in the preparation of Conflict of Interest Codes. Such assistance may include the preparation of model provisions for various types of agencies. Nothing in this section shall relieve each agency of the responsibility for adopting a Conflict of Interest Code appropriate to its individual circumstances.
(Added June 4, 1974, by initiative Proposition 9.)

87313.

A person shall not make a gift of fifty dollars ($50) or more in a calendar month on behalf of another, or while acting as the intermediary or agent of another to a person whom the intermediary or agent knows or has reason to know may be required to disclose the gift pursuant to a conflict of interest code, without disclosing to the recipient of the gift both the intermediary or agent's own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient's Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

(Amended by Stats. 2021, Ch. 50, Sec. 207. (AB 378) Effective January 1, 2022.)

87314.

(a) A board, commission, or agency of a public pension or retirement system shall attach to its Conflict of Interest Code an appendix entitled "Agency Positions that Manage Public Investments for Purposes of Section 87200 of the Government Code." The appendix shall list each position with the board, commission, or agency for which an individual occupying the position is required to file a Statement of Economic Interests as a public official who manages public investments within the meaning of Section 87200. The board, commission, or agency shall post the appendix on its Internet Web site in a manner that makes it easily identifiable and accessible by persons who view that Web site.

(b) (1) For purposes of this section, "public official who manages public investments" includes a salaried or unsalaried member of a committee, board, commission, or other entity that exists as, or within, a governmental agency and that possesses decisionmaking authority.

(2) A committee, board, commission, or other entity possesses decisionmaking authority for purposes of this section if any of the following apply:

(A) The entity may make a final governmental decision.

(B) The entity may compel a governmental decision or prevent a governmental decision, either by virtue of possessing exclusive power to initiate the decision or by having veto authority that may not be overridden.

(C) The entity makes substantive recommendations that are, and over an extended period of time have been, regularly approved, without significant amendment or modification, by another public official or governmental agency.

(3) A committee, board, commission, or other entity does not possess decisionmaking authority for purposes of this section if it is formed for the sole purpose of researching a subject and preparing a report or recommendation for submission to another governmental entity that has final decisionmaking authority.

(Added by Stats. 2010, Ch. 702, Sec. 1. (SB 1271) Effective January 1, 2011.)

Source:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?chapter=7.&lawCode=GOV&title=9.&article=3.

California Fair Political Practices Commission

How to Amend a Multi-County Agency's Conflict of Interest Code

The law requires that every multi-county agency have a conflict of interest code which identifies all agency officials and employees who make or participate in making governmental decisions. Conflict of interest codes are a fundamental tool in ensuring the public's trust in government officials.

It is essential and legally-required that an agency's conflict of interest code reflect the current structure of its organization and properly identify officials who should be filing Statements of Economic Interests (Form 700).

One of the FPPC's primary goals is to streamline the process for amending conflict of interest codes so the process is more efficient.

Elements of a Conflict of Interest Code:

A conflict of interest code must:

- Provide reasonable assurance that all financial interests that pose a foreseeable conflict of interest will be disclosed;
- Provide to each affected person a clear and specific statement of his or her disclosure requirements; and
- Adequately differentiate between designated employees with different powers and responsibilities.

A Conflict of Interest Code Consists of Three Components:

1) Incorporation Page (Terms of the Code)

This section designates where the Form 700s are filed. Generally, statements are maintained at each agency. However, the FPPC receives certain statements from over 150 agencies including those that contract all administrative functions to a private third party.

Each agency's conflict of interest code references Regulation 18730. This regulation, among other things, provides rules for disqualification procedures, reporting financial interests, and lists the current gift limit.

2) List of Designated Positions

The conflict of interest code must list all agency positions that involve making or participation in making decisions that "may foreseeably have a material effect on any financial interest." This covers agency members, officers and employees who are in positions where it is reasonably foreseeable that the decisions they make or participate in making will have financial impacts.

A committee of volunteers may need to be included in the conflict of interest code if the committee members make or participate in making governmental decisions. The FPPC may ask for a general description of the committee's duties and responsibilities, recent committee minutes and the agency's opinion on whether the committee is solely advisory or should be listed in the conflict of interest code.

Do not include in the list of designated positions those positions that do not have decision-making authority or are solely ministerial, manual or clerical. Each agency is unique and it is important to review job duty statements and organizational charts.

3) Detailed Disclosure Categories

A disclosure category is a description of the types of financial interests officials must disclose on their Form 700. These categories must be tailored to the duties performed that may affect the individual's financial interests.

A conflict of interest code must strike the appropriate balance between protecting an individual's right to privacy, while still ensuring the appropriate disclosure to help avoid conflicts of interest. Normally, only the higher-level agency positions with broad duties, as well as those positions that advise them, require full disclosure. Otherwise, the agency must tailor disclosure so filers are not required to disclose private financial information that does not relate to the duties of his or her public position. If an agency's conflict of interest code requires officials to report all financial interests, the FPPC will request justification for such disclosure.

Depending on the scope of the agency's decision-making authority and financial interests affected, an agency's conflict of interest code can have several disclosure categories. The FPPC has developed standardized categories for procurement, grant funding, information technology, regulatory and licensing programs, and others. You can view the standardized categories here.

Determining When a Conflict of Interest Code Must Be Amended:

Over time, the structure of an agency will change because employees' duties shift, positions are renamed or eliminated, and the organizational structure is modified. When an agency makes these types of changes, the conflict of interest code must be amended accordingly.

Factors to Consider to Determine Whether an Amendment is Required:

- Is the current conflict of interest code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the current conflict of interest code was approved by FPPC?
- Have any positions been eliminated or renamed since the current conflict of interest code was approved by FPPC?
- Have any new positions been added since the current conflict of interest code was approved by FPPC?

- Have there been any substantial changes in duties or responsibilities for any positions since the current conflict of interest code was approved by FPPC?

If you answered yes to any of the above questions, your agency's conflict of interest code will likely need to be amended.

Process for Amending a Multi-County Agency's Conflict of Interest Code:

There are generally six main steps in amending an agency's conflict of interest code.

1. Gather the Tools You Will Need and Attend FPPC Training

- Last approved conflict of interest code from FPPC
- Current organizational chart
- Job descriptions
- Agency information (e.g., website link, annual report, budget, press releases)
- FPPC's Multi-County Agency Code Internal Checklist

2. Complete Your Tasks

- Review the agency's programs and organizational chart and compare to the current conflict of interest code.
- Identify necessary changes and create a draft conflict of interest code. Changes include:
  - Deleting positions that have been eliminated since the last conflict of interest code was adopted or amended
  - Adding new positions to the conflict of interest code as needed
  - Reviewing and revising disclosure categories; and
  - Assigning appropriate disclosure categories to designated positions.

3. Submit the Required Documents to FPPC via email to advice@fppc.ca.gov

- Proposed conflict of interest code in Word in a strikeout/underline format (using last approved conflict of interest code as basis)
- Current organizational chart
- Written description of changes
- Job descriptions/duty statements will be requested on an as-needed basis
- Brief justification when an official is designated to report all financial interests.

.

4. Complete Agency and FPPC Review and Discussion

Once a draft conflict of interest code and the required documents are received, the FPPC will conduct an initial review. FPPC staff will follow up with you on any questions or concerns regarding the draft conflict of interest code, and may meet with you to clarify any questions.

- This consultation process may result in changes to the draft conflict of interest code. Once the FPPC and the agency agree on the draft conflict of interest code, it is ready for public notice.
- Note: An agency that requires its board to approve the conflict of interest code should obtain that approval at this stage.

5. Conduct the Public Comment Period

- Agencies must provide a public comment period of at least 45 days. Many multi-county agencies will place the draft code on its public meeting agenda, but there is no requirement to do so.
- All employees must be notified and provided 45 days to comment. Notification may be completed via e-mail or internet.
- Agencies must provide FPPC with copy of public notice.
- Agencies must provide FPPC with public comments, if any.
- The FPPC also conducts a 45-day public notice period with the Office of Administrative Law.
- If suggestions during the public comment period result in changes or modifications to the draft code, no further public notice is required as long as the code is substantially similar to the originally noticed code.

6. Complete the Final Approval Process - a Conflict of Interest Code is not effective until it is approved by the FPPC

- Agencies must provide Chief Executive Officer Declaration to FPPC.
- FPPC's Executive Director or designee approves conflict of interest code.
- FPPC sends approval letter to agency.
- The conflict of interest code is effective 30 days from the Executive Director's approval date.

Statutory Authority

Government Code Sections 87302, 87302.6, 87303, 87306, 87307, 87309, 87310, and 87311

Regulations 18750

2022 Multi-County Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Counties within Jurisdiction, or for Charter Schools, Counties in which the School is Chartered:
(if more space is needed, include an attachment):

_____

No. of Employees* _____ No. of Form 700 Filers* _____
**Including board and committee members*

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

Please identify which statement accurately describes your agency's status.

☐ This agency has reviewed its conflict of interest code. The current code designates all positions which make or participate in making governmental decisions. The designated positions are assigned accurate disclosure categories that relate to the job duties of the respective positions. The code incorporates FPPC regulation 18730 so that all relevant Government Code Sections are referenced.

☐ This agency has reviewed its conflict of interest code and has determined that an amendment is necessary. An amendment may include the following:

- ☐ New positions which involve the making or participating in the making of decisions which may foreseeably have a material impact on a financial interest
- ☐ Current designated positions need renaming or deletion
- ☐ Statutorily required provisions of the code need to be addressed
- ☐ Disclosure categories need revision

Verification (to be completed if no amendment is required)

This multi-county agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____
Signature of Chief Executive Officer *Date*

All multi-county agencies must complete and return this notice, including those agencies whose codes are currently under review. Please return this notice no later than **October 3, 2022** to the FPPC at biennialnotice@fppc.ca.gov or 1102 Q Street, Suite 3000, Sacramento, CA 95811.

PAJARO VALLEY WATER MANAGEMENT AGENCY

Account Activity Report per Bank Statement

		Date	Deposits	Withdrawals	Balance
CLEARING ACCOUNT - Mechanics					
Beginning Balance		7/1/2022			$773,862
Cash Receipts					
Disbursements				1,155,278	
Transfers			441,352		
Bank Fees					
	Ending Balance	7/31/2022			$59,937
GENERAL FUND10-MMA Mechanics					
Beginning Balance		7/1/2022			$1,307,956
Cash Receipts			39,941		
Transfers			481,950	41,743	
Interest Earned			42		
Bank Fees					
	Ending Balance	7/31/2022			$1,788,146
GENERAL FUND 10 - LAIF					
Beginning Balance		7/1/2022			$2,191,306
Transfers					
Interest Earned	(a/o 7/15/22)		4,103		
	Ending Balance	7/31/2022			$2,195,408
GENERAL FUND 20 - LAIF					
Beginning Balance		7/1/2022			$8,046,530
Transfers					
Interest Earned	(a/o 7/15/22)		15,065		
	Ending Balance	7/31/2022			$8,061,595
SPECIAL REVENUE FUND 20-ACH Clearing Acct Mechanics					
Beginning Balance		7/1/2022			$0
Cash Receipts					
Transfers					
Disbursments/ACH-Wire					
Bank Fees					
	Ending Balance	7/31/2022			$0
SPECIAL REVENUE FUND 20-Operating Mechanics					
Beginning Balance		7/1/2022			$10,865
Cash Receipts			2,345,001		
Transfers				1,481,559	
Disbursments/ACH-Wire					
Bank Fees				887	
Interest Earned					
	Ending Balance	7/31/2022			$873,419
SPECIAL REVENUE Fund 20 Cash Mgmt-FUND20MMN Mechanics					
Beginning Balance		7/1/2022			$3,752,317
Transfers			600,000		
Disbursments/ACH-Wire					
Bank Fees					
Interest Earned			123		
	Ending Balance	7/31/2022			$4,352,441
Certificate of Deposit - DWR Loan Reserve Mechanics Fund 40					
Beginning Balance		7/1/2022			$254,364
Interest Earned					
	Ending Balance	7/31/2022			$254,364
Certificate of Deposit - SRF-D1501023					
Beginning Balance		7/1/2022			$75,000
Transfers					
Interest Earned					
	Ending Balance	7/31/2022			$75,000

Prior Month Ending Cash Balance:	Total Deposits:	Total Withdrawals:	Month End Cash Balance:
16,412,200	$3,927,577	$2,679,467	17,660,309
Cash Transfers	1,523,302	1,523,302	-
Actual Cash Receipts/Disbursements	2,404,275	1,156,165	

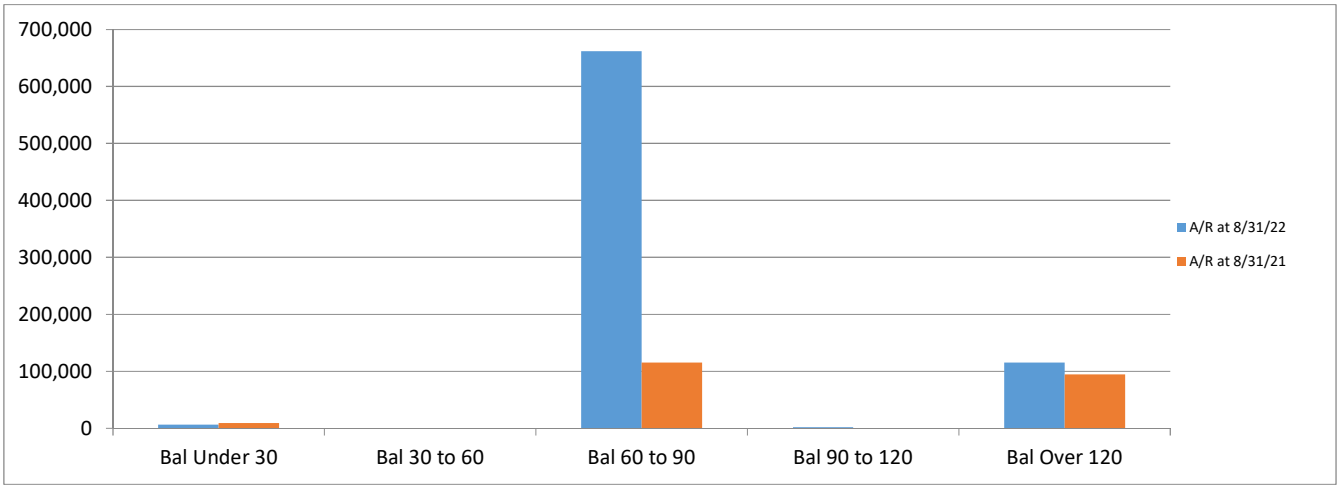
PAJARO VALLEY WATER MANAGEMENT AGENCY
INVESTMENT REPORT
ALL FUNDS
July 31, 2022

Description	Current Yield	Investment	% of Total Portfolio	Weighted Yield
MechanicsClearing Account	0.00%	**$59,937**	0.34%	0.00%
General Fund 10				
Mechanics General Fund 10 Money Market Account	0.04%	1,788,146	10.13%	0.00%
Local Agency Investment Fund	0.75%	2,195,408	12.43%	0.09%
		$3,983,554		
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%	873,419	4.95%	0.00%
Mechanics Special Revenue Fund 20 Money Market Account	0.04%	4,352,441	24.65%	0.01%
Local Agency Investment Fund	0.75%	8,061,595	45.65%	0.34%
		$13,287,454		
Long Term Debt Fund 40				
Mechanics Certificate of Deposit DWR Loan Reserve	0.08%	$254,364	1.44%	0.00%
Mechanics Certificate of Deposit SRF-D1501023	0.08%	$75,000	0.42%	0.00%
		329,364		
	Total:	**$17,660,309**	**100.0%**	

Total Funds Reserved	329,364
Total Funds Invested	16,397,590
Total Funds Non-interest Bearing	933,355.79
Total Funds	**$17,660,309**
Total Available Funds	17,330,946
Cash Reserve Policy Requirements (PV Water)	6,330,000
Surplus (Deficit) of Funds	**$11,000,946**

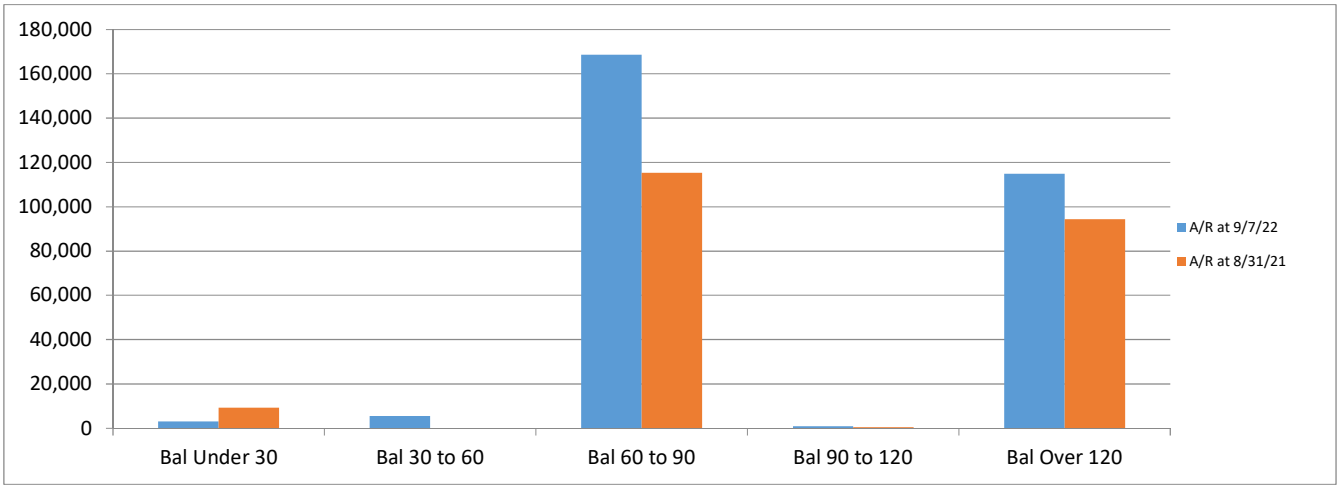
PV Water
Accounts Receivable Aging 3 Month Trend
As of 8/31/2022

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	786,040	6,559	94	662,193	1,925	115,270
Credits	(23,553)					
Total Accounts Receivable at 8/31/22	762,487					
Accounts Receivable before credits	219,563	9,294	0	115,389	434	94,446
Credits	(18,053)					
Total Accounts Receivable at 8/31/21	201,510					
Accounts Receivable before credits	2,041,813	5,834	1,914,911	1,989	0	119,079
Credits	(3,667)					
Total Accounts Receivable at 7/31/22	2,038,146					
Accounts Receivable before credits	4,388,977	4,254,971	2,220	0	10,156	121,631
Credits	(1,444)					
Total Accounts Receivable at 6/30/22	4,387,533					



PV Water
Accounts Receivable Aging 3 Month Trend
As of 9/07/2022

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	293,270	3,205	5,594	168,604	994	114,872
Credits	(22,228)					
Total Accounts Receivable at 9/7/22	271,042					
Accounts Receivable before credits	219,563	9,294	0	115,389	434	94,446
Credits	(18,053)					
Total Accounts Receivable at 8/31/21	201,510					
Accounts Receivable before credits	2,041,813	5,834	1,914,911	1,989	0	119,079
Credits	(3,667)					
Total Accounts Receivable at 7/31/22	2,038,146					
Accounts Receivable before credits	4,388,977	4,254,971	2,220	0	10,156	121,631
Credits	(1,444)					
Total Accounts Receivable at 6/30/22	4,387,533					



Accounts Payable

Checks by Date - Summary by Check Date

User: nancy
Printed: 8/26/2022 4:31 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
37952	C1555	Juan Cadenas Santos	08/04/2022	979.71
			Total for 8/4/2022:	979.71
ACH	T333	THE BANK OF NEW YORK MELLON TRU	08/11/2022	341,503.23
37953	A351	ACWA/JPIA	08/11/2022	2,656.70
37954	B102	BARTKIEWICZ, KRONICK & SHANAHAN	08/11/2022	77.50
37955	L563	BRIAN LOCKWOOD	08/11/2022	423.00
37956	R40	CARDMEMBER SERVICE	08/11/2022	436.63
37957	C103	CBEC ECO ENGINEERING INC	08/11/2022	3,049.00
37958	C1500	CENTRAL ELECTRIC INC	08/11/2022	145.67
37959	D256	DIOCESE OF MONTEREY PARISH & SCH	08/11/2022	2,100.00
37960	E320	EFFECTV A COMCAST CO.	08/11/2022	2,429.44
37961	F309	FERGUSON WATERWORKS INC	08/11/2022	8,700.16
37962	G330	GUTIERREZ CONSULTANTS, INC.	08/11/2022	3,451.25
37963	N353	KMUV/KION MONTEREY -SALINAS LLC	08/11/2022	75.00
37964	P1160	MIKE PODLECH	08/11/2022	675.00
37965	M1086	MILLER MAXFIELD, INC.	08/11/2022	9,018.75
37966	M1175	MONTEREY BAY ANALYTICAL SERVICE	08/11/2022	3,650.00
37967	T325	NANCY TREVINO	08/11/2022	65.55
37968	O217	OFFICE AND HOME CLEANING SERVICE	08/11/2022	600.00
37969	P200	PACIFIC CREDIT SERVICES INC	08/11/2022	195.80
37970	P180	PENINSULA MESSENGER LLC	08/11/2022	124.00
37971	P800	PG & E	08/11/2022	10,937.11
37972	Q99	QED ENVIRONMENTAL SYSTEMS, INC	08/11/2022	817.66
37973	S830	RESOURCE CONSERVATION SANTA CRU	08/11/2022	67,531.42
37974	G300	ROCIO GUERRERO	08/11/2022	35.99
37975	R605	ROTARY CLUB OF FREEDOM	08/11/2022	250.00
37976	S1010	SANTA CRUZ COUNTY FAIR	08/11/2022	650.00
37977	S1405	SC FUELS INC	08/11/2022	459.86
37978	S1681	SHAMROCK OFFICE SOLUTIONS	08/11/2022	102.90
37979	S1700	SHINEHAH BIGHAM	08/11/2022	97.81
37980	C1580	SPECTRUM BUSINESS COMMUNICATION	08/11/2022	668.21
37981	S2920	STRONG AGRONOMY INC	08/11/2022	7,145.52
37982	T305	TELSTAR INSTRUMENTS, INC.	08/11/2022	3,292.30
37983	U185	U.S. BANK EQUIPMENT FINANCE	08/11/2022	79.19
37984	D310	UNITED STATES GEOLOGICAL SURVEY	08/11/2022	1,020.00
37985	Z100	ZAG TECHNICAL SERVICES, INC.	08/11/2022	6,970.64
			Total for 8/11/2022:	479,435.29
ACH	A1250	AFLAC- FLEX ONE	08/12/2022	611.76
ACH	A300	ACWA/JPIA	08/12/2022	26,727.27
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	08/12/2022	2,720.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	08/12/2022	11,280.87
ACH	P555	PVWMA-Cafeteria Account	08/12/2022	1,131.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 8/12/2022:	42,471.30
ACH	f365	FIRST AMERICAN TITLE CO.	08/16/2022	62,009.00
			Total for 8/16/2022:	62,009.00
ACH	T359	THE STANDARD INSURANCE COMPANY	08/24/2022	574.14
			Total for 8/24/2022:	574.14
37986	A821	ANNETTE L. ESCOTO	08/25/2022	300.00
37987	A910	ATCHINSON,BARISONE,CONDOTTI	08/25/2022	31,565.00
37988	A850	AVAYA FINANCIAL SERVICES.	08/25/2022	433.14
37989	B195	BALANCE HYDROLOGICS, INC	08/25/2022	3,561.25
37990	C1099	CAROLLO ENGINEERS INC	08/25/2022	31,803.72
37991	C1500	CENTRAL ELECTRIC INC	08/25/2022	479.66
37992	W400	CITY OF WATSONVILLE UTILITIES	08/25/2022	168.08
37993	G136	GEI CONSULTANTS	08/25/2022	16,695.00
37994	J301	JACOBS ENGINEERING GROUP INC.	08/25/2022	26,022.55
37995	M1060	MCE-MID COAST ENGINEERS, INC	08/25/2022	2,485.00
37996	M1175	MONTEREY BAY ANALYTICAL SERVICE	08/25/2022	1,385.00
37997	M1865	MONTGOMERY & ASSOCIATES	08/25/2022	2,528.00
37998	O411	O'REILLY AUTO PARTS	08/25/2022	30.57
37999	O313	ORKIN	08/25/2022	6,800.00
38000	P500	PAJARO VALLEY LOCK SHOP LLC	08/25/2022	377.35
38001	P629	PASILLAS TIRE SERVICES, INC	08/25/2022	178.01
38002	P800	PG & E	08/25/2022	36,945.17
38003	P400	PVI PAJARO VALLEY IRRIGATION, INC.	08/25/2022	835.75
38004	S830	RESOURCE CONSERVATION SANTA CRU	08/25/2022	2,505.31
38005	S610	SANTA CRUZ CO. DEPT.COMM. & INFRA	08/25/2022	4,660.00
38006	S876	SANTA CRUZ SENTINEL	08/25/2022	85.33
38007	S1405	SC FUELS INC	08/25/2022	678.52
38008	S1900	SOIL CONTROL LAB, INC.	08/25/2022	2,700.00
38009	S2400	STAPLES CREDIT PLAN	08/25/2022	76.46
38010	T345	THE HOME DEPOT CREDIT SERVICES	08/25/2022	548.19
38011	T320	TIMES PUBLISHING GROUP, INC	08/25/2022	1,025.00
38012	T400	TRI-COUNTY FIRE PROTECTION INC.	08/25/2022	639.49
38013	U185	U.S. BANK EQUIPMENT FINANCE	08/25/2022	207.62
38014	V369	VERIZON WIRELESS	08/25/2022	430.43
38015	Z100	ZAG TECHNICAL SERVICES, INC.	08/25/2022	1,826.15
			Total for 8/25/2022:	177,975.75
ACH	A1250	AFLAC- FLEX ONE	08/26/2022	611.76
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	08/26/2022	2,720.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	08/26/2022	11,280.93
ACH	P555	PVWMA-Cafeteria Account	08/26/2022	1,131.40
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	08/26/2022	700.00
			Total for 8/26/2022:	16,444.09
			Report Total (77 checks):	779,889.28

Accounts Payable

Checks by Date - Detail by Check Date

User: nancy
Printed: 8/26/2022 4:31 PM

Check No	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
37952	C1555	Juan Cadenas Santos	08/04/2022	
	PR-080422	PR Liability-080422	PR LIability	979.71
Total for Check Number 37952:				979.71
Total for 8/4/2022:				979.71
ACH	T333	THE BANK OF NEW YORK MELLON TRU	08/11/2022	
	PAJAROVWMA15	Semi-Annual 2015 Water Bond P&I pmt for 8/22		177,396.68
	PAJAROVWMA16	Semi-Annual 2015 Water Bond P&I pmt for 8/22		164,106.25
Total for this ACH Check for Vendor T333:				341,503.23
37953	A351	ACWA/JPIA	08/11/2022	
	7/1 to 6/30/23	7/1 thru 6/30/23 Cyber Liability Prgm/Property Prems for 7/22		2,656.70
Total for Check Number 37953:				2,656.70
37954	B102	BARTKIEWICZ, KRONICK & SHANAHAN	08/11/2022	
	8812.0005	Legal Prof. Service Watsonvielle Slough WSR for 7/22		77.50
Total for Check Number 37954:				77.50
37955	L563	BRIAN LOCKWOOD	08/11/2022	
	JULCELLREIMB	GM. Cell reimb. For 6/14-7/13/22		40.00
	JULCELLREIMB	GM. Cell reimb. For 6/14-7/13/22		40.00
	REIMB	Demo Garbage/Shed/Holohan rd for 8/22		343.00
Total for Check Number 37955:				423.00
37956	R40	CARDMEMBER SERVICE	08/11/2022	
	JUL2022	IT-Office Supplies for 7/22		33.29
	JUL2022	Goto Mtg Phone Conference for 7/22		24.28
	JUL2022	Field Supplies/General for 7/22		35.76
	JUL2022	Vehicle #10 Oil Change for 7/22		87.30
	JUL2022	Office Supplies/General for 7/22		187.25
	JUL2022	Staff Meeting for 7/22		68.75
Total for Check Number 37956:				436.63
37957	C103	CBEC ECO ENGINEERING INC	08/11/2022	
	17-1003-6-7	CL/PS.Hydrologic Monitoring 2022-2023 for 7/1 to 7/31/22		956.50
	19-1024-2-10	CL/Improve/Professional services for 7/1-7/31/22		2,092.50
Total for Check Number 37957:				3,049.00
37958	C1500	CENTRAL ELECTRIC INC	08/11/2022	
	26901	Troubleshoot surge Protector for Cathodic Equipt for 7/22		145.67
Total for Check Number 37958:				145.67
37959	D256	DIOCESE OF MONTEREY PARISH & SCH(	08/11/2022	
	REIMB	2nd appraisal APN-051-101-11 & 24 for 6/22		2,100.00
Total for Check Number 37959:				2,100.00
37960	E320	EFFECTV A COMCAST CO.	08/11/2022	
	WC905051	Water Awareness Ad & Outreach for 7/22		2,429.44
Total for Check Number 37960:				2,429.44
37961	F309	FERGUSON WATERWORKS INC	08/11/2022	

Check No	Vendor / Invoice	Vendor / Descrip	Check Date / Reference	Check Amount
	1729005	BFD purchased for RAC vs CD's Field supp. (Reiter) for 7/22		8,700.16
Total for Check Number 37961:				8,700.16
37962	G330	GUTIERREZ CONSULTANTS, INC.	08/11/2022	
	1700	SWRCB Prop 1 Phase II Sup. Services for 6/1-6/30/22		3,451.25
Total for Check Number 37962:				3,451.25
37963	N353	KMUV/KION MONTEREY -SALINAS LLC	08/11/2022	
	606731-3	Water Awareness Ad & Outreach for 7/22		75.00
Total for Check Number 37963:				75.00
37964	P1160	MIKE PODLECH	08/11/2022	
	2373	CL Fisheries Support Prof. Services for 7/1 to 7/31/22		675.00
Total for Check Number 37964:				675.00
37965	M1086	MILLER MAXFIELD, INC.	08/11/2022	
	0722PV	PVWMA County Fair AD for 7/22		8,368.75
	0722PV	PVWMA County Fair AD for 7/22		650.00
Total for Check Number 37965:				9,018.75
37966	M1175	MONTEREY BAY ANALYTICAL SERVICE	08/11/2022	
	220701-52	Water Samples CDS for 7/1/22		945.00
	220711-76	Water Samples CDS for 7/11/22		305.00
	220711-77	Water Samples Surface for 7/11/22		630.00
	220711-78	Water Samples Surface for 7/11/22		1,010.00
	220713-43	Water Samples Surface for 7/13/22		760.00
Total for Check Number 37966:				3,650.00
37967	T325	NANCY TREVINO	08/11/2022	
	REIMB	Reimb. Varidesk destk top for 8/22		65.55
Total for Check Number 37967:				65.55
37968	O217	OFFICE AND HOME CLEANING SERVICE	08/11/2022	
	1934	Monthly Office housekeeping for 7/1 to 7/31/22		600.00
Total for Check Number 37968:				600.00
37969	P200	PACIFIC CREDIT SERVICES INC	08/11/2022	
	451000000012	Diane Ethrington Acc#13019 for 7/22		195.80
Total for Check Number 37969:				195.80
37970	P180	PENINSULA MESSENGER LLC	08/11/2022	
	393897	Monthly RaboBank Courier for 7/22		93.00
	393897	Monthly RaboBank Courier for 7/22		31.00
Total for Check Number 37970:				124.00
37971	P800	PG & E	08/11/2022	
	0688235687-3	Service at 76 Holohan Rd for 7/1 to 7/21/22		8.23
	0688235687-3	Service at 76 Holohan Rd for 7/1 to 7/21/22		24.70
	2926809320-9	Service at 36 B Brennan St for 6/22 to 7/21/22		134.01
	2926809320-9	Service at 36 B Brennan St for 6/22 to 7/21/22		44.67
	4291054495-8	Service at 475 San Andreas Rd for 6/21 to 7/20/22		3,242.13
	5916054391-0	Service at 187C San Andreas Rd for 6/21 to 7/20/22		7,483.37
Total for Check Number 37971:				10,937.11
37972	Q99	QED ENVIRONMENTAL SYSTEMS, INC	08/11/2022	
	0000301412	Basin Monitoring Supplies. For 6/22		817.66
Total for Check Number 37972:				817.66
37973	S830	RESOURCE CONSERVATION SANTA CRU	08/11/2022	
	21-IE-06	2021 Irrigation Efficiency for 04/1-6/30/22		67,531.42
Total for Check Number 37973:				67,531.42
37974	G300	ROCIO GUERRERO	08/11/2022	

Check No	Vendor / Invoice	Vendor / Descrip	Check Date / Reference	Check Amount
	REIMB	Reimb. JM bday cake for 8/22		35.99
Total for Check Number 37974:				35.99
37975	R605	ROTARY CLUB OF FREEDOM	08/11/2022	
	2022-051	4th Qter Dues For 7/1 Thru 9/30/22		250.00
Total for Check Number 37975:				250.00
37976	S1010	SANTA CRUZ COUNTY FAIR	08/11/2022	
	BOOTH	2022 Exhibitor Booth fee for 8/22		650.00
Total for Check Number 37976:				650.00
37977	S1405	SC FUELS INC	08/11/2022	
	0583408	Agency Vehicles Fuel for 7/20 to 7/29/22		459.86
Total for Check Number 37977:				459.86
37978	S1681	SHAMROCK OFFICE SOLUTIONS	08/11/2022	
	598756	Toner shipment/Printing Usage of BW & Color for 7/22		102.90
Total for Check Number 37978:				102.90
37979	S1700	SHINEHAH BIGHAM	08/11/2022	
	REIMB	Reimb. Teambuilding/Operations for 7/22		97.81
Total for Check Number 37979:				97.81
37980	C1580	SPECTRUM BUSINESS COMMUNICATIOI	08/11/2022	
	0495564072322	LandLine & Internet services for 7/23 to 8/22/22		668.21
Total for Check Number 37980:				668.21
37981	S2920	STRONG AGRONOMY INC	08/11/2022	
	REBATE	Rebate Ag Conservation Prg. for 6/22		7,145.52
Total for Check Number 37981:				7,145.52
37982	T305	TELSTAR INSTRUMENTS, INC.	08/11/2022	
	113045	Materials microlevel Drying tube assembly. for 8/22		3,292.30
Total for Check Number 37982:				3,292.30
37983	U185	U.S. BANK EQUIPMENT FINANCE	08/11/2022	
	478027238	RICOH Office Copier (upstairs) for 7/22		79.19
Total for Check Number 37983:				79.19
37984	D310	UNITED STATES GEOLOGICAL SURVEY	08/11/2022	
	91001538	Study PV Hydrologic Model & Data collection for 4/1- 6/30/22		1,020.00
Total for Check Number 37984:				1,020.00
37985	Z100	ZAG TECHNICAL SERVICES, INC.	08/11/2022	
	124402	IT-Professional Support Agreement for 6/22		790.63
	124542	IT-Professional Support Agreement for 6/22		341.25
	125725	IT-Professional Support Agreement for 7/22		585.00
	125726	IT-Agreement DR/IR Plan for 7/22		1,296.25
	125948	IT-Agreement RMM-Patching & AV Managed for 8/22		1,452.00
	125965	IT-Monthly Agreement-KnowBe4 managed services for 8/22		164.88
	125966	IT-Professional Support Agreement for 8/22		390.00
	126005	IT-Professional Support Agreement for 8/22		390.00
	126006	IT-Agreement DR/IR Plan for 8/22		1,560.63
	126006	IT-Agreement DR/IR Plan for 8/22		187.28
Total for Check Number 37985:				6,970.64
Total for 8/11/2022:				479,435.29
ACH	A1250	AFLAC- FLEX ONE	08/12/2022	
	EE Deferrals	EE PR Deferrals		611.76
Total for this ACH Check for Vendor A1250:				611.76

Check No	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
ACH	A300	ACWA/JPIA	08/12/2022	
	0690827	EE PR Deferrals - Sept Prems		26,632.18
	0690827	Life Prem Adj July/Aug/Sept		95.09
Total for this ACH Check for Vendor A300:				26,727.27
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	08/12/2022	
	EE Deferrals	EE PR Deferrals		2,720.00
Total for this ACH Check for Vendor N125:				2,720.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	08/12/2022	
	EE Deferrals	EE PR Deferrals		1,868.69
	EE Deferrals	ER/EE Retirement Contributions		9,412.18
Total for this ACH Check for Vendor P1300:				11,280.87
ACH	P555	PVWMA-Cafeteria Account	08/12/2022	
	EE Deferrals	EE PR Deferrals		1,131.40
Total for this ACH Check for Vendor P555:				1,131.40
Total for 8/12/2022:				42,471.30
ACH	f365	FIRST AMERICAN TITLE CO.	08/16/2022	
		Vasquez Easement Purchase:051-441-24		62,009.00
Total for this ACH Check for Vendor f365:				62,009.00
Total for 8/16/2022:				62,009.00
ACH	T359	THE STANDARD INSURANCE COMPANY	08/24/2022	
	00-649299-0087	Long Term Disability Benefits		574.14
Total for this ACH Check for Vendor T359:				574.14
Total for 8/24/2022:				574.14
37986	A821	ANNETTE L. ESCOTO	08/25/2022	
	081522-100	PS.Escrow/Notary services for PVWater for 8/22		150.00
	081522-130	PS.Escrow/Notary services for Vasquez for 8/22		150.00
Total for Check Number 37986:				300.00
37987	A910	ATCHINSON,BARISONE,CONDOTTI	08/25/2022	
	34016	P/S General Matters Collections for 7/1-7/31/22		9,308.30
	34016	P/S General Matters Collections for 7/1-7/31/22		1,109.40
	34016	P/S General Matters Collections for 7/1-7/31/22		802.50
	34016	P/S General Matters Collections for 7/1-7/31/22		634.00
	34017	College Lake Legal Services for 7/1 to 7/31/22		13,589.94
	34018	P/S General Matters Collections for 7/1-7/31/22		6,120.86
Total for Check Number 37987:				31,565.00
37988	A850	AVAYA FINANCIAL SERVICES.	08/25/2022	
	40536920	Phone/VM Lease Agreement for 8/1-9/1/22		433.14
Total for Check Number 37988:				433.14
37989	B195	BALANCE HYDROLOGICS, INC	08/25/2022	
	221177-0722	PV Water WSR-WY21 Monitoring Billing Thru 6/30/22		537.00
	222177-0722	Watsonville Slough Gaging WSR-WY22-23 Billing thru 7/16/22		3,024.25
Total for Check Number 37989:				3,561.25
37990	C1099	CAROLLO ENGINEERS INC	08/25/2022	
	FB26392	BMP Program Mngmnt CL Planning Prog. report for 7/22		16,122.12
	FB26733	PV Wtr CL Proj.Design & P/S WTP Weir Thru 7/31/22		15,681.60
Total for Check Number 37990:				31,803.72

Check No	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
37991	C1500	CENTRAL ELECTRIC INC	08/25/2022	
	26925	Install surge protector for cathodic protection equip. for 8/22		479.66
Total for Check Number 37991:				479.66
37992	W400	CITY OF WATSONVILLE UTILITIES	08/25/2022	
	AC#02389-OFFICE	Office Monthly Utilities for 7/12 to 8/12/22		42.02
	AC#02389-OFFICE	Office Monthly Utilities for 7/12 to 8/12/22		126.06
Total for Check Number 37992:				168.08
37993	G136	GEI CONSULTANTS	08/25/2022	
	3115597	PS/CL rvw'd of Proj/Engineering Docs. for 6/225 to 7/29/22		16,695.00
Total for Check Number 37993:				16,695.00
37994	J301	JACOBS ENGINEERING GROUP INC.	08/25/2022	
	W8Y08700-023	Prof. Services CL Design for 7/2 to 7/29/22		26,022.55
Total for Check Number 37994:				26,022.55
37995	M1060	MCE-MID COAST ENGINEERS, INC	08/25/2022	
	4217	PS services rendered for 7/22		2,485.00
Total for Check Number 37995:				2,485.00
37996	M1175	MONTEREY BAY ANALYTICAL SERVICE	08/25/2022	
	220725-48	Water Samples CDS for 7/25/22		170.00
	220729-13	Water Samples CDS for 7/29/22		945.00
	220729-14	Water Samples CDS for 7/29/22		270.00
Total for Check Number 37996:				1,385.00
37997	M1865	MONTGOMERY & ASSOCIATES	08/25/2022	
	9090-22-7	PV. P/S. Conduct Senior review of TM. for 7/1 to 7/31/22		2,528.00
Total for Check Number 37997:				2,528.00
37998	O411	O'REILLY AUTO PARTS	08/25/2022	
	2912-197519	Field supplies for 8/22		30.57
Total for Check Number 37998:				30.57
37999	O313	ORKIN	08/25/2022	
	383554	PV/ 76 Holohan Termite Treatment for 8/22		6,800.00
Total for Check Number 37999:				6,800.00
38000	P500	PAJARO VALLEY LOCK SHOP LLC	08/25/2022	
	135098	Holahan keys for 7/22		377.35
Total for Check Number 38000:				377.35
38001	P629	PASILLAS TIRE SERVICES, INC	08/25/2022	
	40808	Veh. Maint. service on Truck#2 for 5/22		178.01
Total for Check Number 38001:				178.01
38002	P800	PG & E	08/25/2022	
	0008126068-9	EP Holohan Rd for 8/22		2,500.00
	1787734656-3	Service at 1859 Beach rd for 7/11 to 8/19/22		23,338.57
	9214983032-2	Service at 1931 Beach rd for 7/11 to 8/9/22		10,393.20
	9218085363-9	Service at 162 San Andreas Rd for 7/11 to 8/9/22		272.83
	9968544374-1	Service at 36 Brennan St for 7/11 to 8/9/22		110.14
	9968544374-1	Service at 36 Brennan St for 7/11 to 8/9/22		330.43
Total for Check Number 38002:				36,945.17
38003	P400	PVI PAJARO VALLEY IRRIGATION, INC.	08/25/2022	
	INV200062058	AG. Conservation pgm rebate for 8/22		835.75
Total for Check Number 38003:				835.75
38004	S830	RESOURCE CONSERVATION SANTA CRU	08/25/2022	
	FMT-04	Reimb. Verizon Flow meter data for 7/1/21 to 6/30/22		2,505.31

Check No	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
Total for Check Number 38004:				2,505.31
38005	S610	SANTA CRUZ CO. DEPT.COMM. & INFRA	08/25/2022	
	APN#05110147	Staff review for permitting APN# 051-101-47 for 8/22		4,660.00
Total for Check Number 38005:				4,660.00
38006	S876	SANTA CRUZ SENTINEL	08/25/2022	
	1578005	Daily Office News paper 13 wks for 9/4 thru-12/11/22		85.33
Total for Check Number 38006:				85.33
38007	S1405	SC FUELS INC	08/25/2022	
	0590862	Agency Vehicles Fuel for 8/2 to 8/15/22		678.52
Total for Check Number 38007:				678.52
38008	S1900	SOIL CONTROL LAB, INC.	08/25/2022	
	2030274	Soil Monitoring Lab for 3/22		900.00
	2030320	Soil Monitoring Lab for 3/22		450.00
	2080269	Soil Monitoring Lab for 8/22		1,350.00
Total for Check Number 38008:				2,700.00
38009	S2400	STAPLES CREDIT PLAN	08/25/2022	
	32141	Office Supplies for 7/22		76.46
Total for Check Number 38009:				76.46
38010	T345	THE HOME DEPOT CREDIT SERVICES	08/25/2022	
	610555/2284482	Meter Shop Supplies for 8/22		548.19
Total for Check Number 38010:				548.19
38011	T320	TIMES PUBLISHING GROUP, INC	08/25/2022	
	SCC FAIR MAGAZ	SC Fair 1/2 Page Magazine for 8/22		1,025.00
Total for Check Number 38011:				1,025.00
38012	T400	TRI-COUNTY FIRE PROTECTION INC.	08/25/2022	
	HP58988	14 Extinguisher Maint Test & 5 New for 8/19/22		639.49
Total for Check Number 38012:				639.49
38013	U185	U.S. BANK EQUIPMENT FINANCE	08/25/2022	
	480166149	RICOH Office Copier for 8/22		207.62
Total for Check Number 38013:				207.62
38014	V369	VERIZON WIRELESS	08/25/2022	
	9912367283	Agency Personnel Cell Phones & equipt. for 7/2 - 8/1/22		430.43
Total for Check Number 38014:				430.43
38015	Z100	ZAG TECHNICAL SERVICES, INC.	08/25/2022	
	126108	IT-Monthly Subscription Agreement-Datto for 8/22		815.00
	126249	IT-Agreement DR/IR Plan for 8/22		195.00
	126250	IT-Professional Support Agreement for 8/22		97.50
	126421	IT-Monthly Subscription MS-CSP for 8/22		182.40
	126482	IT-Professional Support Agreement for 8/22		536.25
Total for Check Number 38015:				1,826.15
Total for 8/25/2022:				177,975.75
ACH	A1250	AFLAC- FLEX ONE	08/26/2022	
	EE Deferrals	EE PR Deferrals		611.76
Total for this ACH Check for Vendor A1250:				611.76
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	08/26/2022	
	EE Deferrals	EE PR Deferrals		2,720.00
Total for this ACH Check for Vendor N125:				2,720.00

Check No	Vendor Invoice	Vendor Descrip	Check Date Reference	Check Amount
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	08/26/2022	
	EE Deferrals	ER/EE Retirement Contributions		9,412.24
	EE Deferrals	EE PR Deferrals		1,868.69
Total for this ACH Check for Vendor P1300:				11,280.93
ACH	P555	PVWMA-Cafeteria Account	08/26/2022	
	EE Deferrals	EE PR Deferrals		1,131.40
Total for this ACH Check for Vendor P555:				1,131.40
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	08/26/2022	
	16886950	GASB68 Annual Report		700.00
Total for this ACH Check for Vendor P1300:				700.00
Total for 8/26/2022:				16,444.09
		Report		779,889.28