PAJARO VALLEY WATER MANAGEMENT AGENCY

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

Board of Directors Meeting
March 20, 2024, 6:00 p.m.

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

BOARD MEETING AGENDA

Agenda Item

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

1. **Call to Order**

2. **Roll Call of the PV Water Directors:** Amy Newell (Chair), Stephen Rider, (Vice-Chair), Bob Culbertson (Treasurer), Javier Zamora, Mary Bannister, Tom Broz, Abel Sanchez

3. **Pledge of Allegiance**

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

5. **Closed Session – 2 Items:**
   a. **Conference with Legal Counsel - Liability Claims – Crop Loss – College Lake Project (Cal. Govt. Code §54956.95)**
      Claimants: Lakeside Organic Gardens

   b. **Public Employment/Conference with Labor Negotiators (Cal. Govt. Code §§54957, 54957.6)**
      Title: General Manager
      Agency designated representative(s): Chair and Vice-Chair; General Counsel
      Unrepresented employee: General Manager

   Open Session (anticipated to resume at 7:00 p.m.)
   Report on Closed Session

6. **Director Comments**

7. **Counsel Report**

8. **General Manager Report**

9. **Consent Agenda**
   All items appearing on the Consent Agenda are recommended actions which are routine and will be acted upon as one consensus motion. Any items removed will be considered immediately after the

consensus motion. The Board Chair will allow public input prior to the approval of the Consent Agenda.

A. Approve February 21, 2024, Minutes
B. Approve Financial Reports
    1. Introduction by staff
    2. Questions from Board
    3. Public comment
    4. Board discussion and deliberation
    5. Board action

10. Informational Items

A. Receive Summary of the Sustainable Groundwater Management Act (SGMA) Annual Report, Water Year 2023
B. Receive Update on Agricultural Water Conservation Project
C. Receive Basin Management Plan Implementation Update

11. Discussion and/or Action Items

A. Consider Agreement with the Resource Conservation District of Santa Cruz County for Agriculture Water Conservation Program Services, in an Amount Not to Exceed $1,073,931 through June 30, 2027
    1. Introduction by staff
    2. Questions from Board
    3. Public comment
    4. Board discussion and deliberation
    5. Board action

B. Consider Appointing a Representative and an Alternate to Serve on the Santa Cruz County Flood Control and Water Conservation District, Zone 7, Board of Directors
    1. Introduction by staff
    2. Questions from Board
    3. Public comment
    4. Board discussion and deliberation
    5. Board action

C. Consider Approval of General Manager Compensation Adjustment per Existing Employment Agreement
    1. Introduction by staff
    2. Questions from Board
    3. Public comment
    4. Board discussion and deliberation
    5. Board action

12. Monthly Reports/Presentations

A. Facility Operations Report
    1. Receive 2024 Supplemental Water Production Monthly Summary Report
B. Board Committee Reports available at www.pvwater.org
C. Public Outreach Update

13. Correspondence

14. Future Meetings

A. Project & Facility Operations Committee, Wednesday, March 27, 2024, 3:00 p.m. PV Water, 36 Brennan St. Watsonville
B. Administrative/Finance Committee, Tuesday, April 9, 2024, 3:00 p.m., PV Water, 36 Brennan St. Watsonville
C. Board of Director's Meeting, Wednesday, April 17, 2024, 7:00 p.m., 275 Main St., 4th Floor, Watsonville
D. Project & Facility Operations Committee, Wednesday, April 24, 2024, 3:00 p.m., PV Water, 36 Brennan St., Watsonville

Adjournment

NOTES

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

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

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

Translation Services/Servicios De Traduccion

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

Public Access to Board of Directors Meeting

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

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Board of Directors Meeting
February 21, 6:00 p.m.

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

DRAFT BOARD MEETING MINUTES

1. **Call to Order:** The Regular Board Meeting of Pajaro Valley Water Management Agency was called to order at 6:08 p.m. by Chair Newell, at the City Council Chambers, 275 Main St., 4th Floor, Watsonville, CA

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

Board Members Present:	Newell, Rider, Culbertson, Zamora, Bannister, Broz, Sanchez
Board Members Absent:	None
Staff Members Present:	Brian Lockwood, General Manager (GM) Laura R. Taay, Board Secretary Marcus Mendiola, Water Conservation and Outreach Specialist (WCOS) Nancy Trevino, Finance & Admin Services Manager (FASM)
Others Present:	Tony Condotti, Agency Counsel (AC) (teleconference) Tom Rider, Public Marilyn Vierra, Chief of Staff for Supervisor Glen Church

3. **Pledge of Allegiance**

4. **Oral Communications:** None

5. **Closed Session – 1 Item:**
   a. **Public Employment/Conference with Labor Negotiators**
   (Cal. Govt. Code §§54957, 54957.6)
   Title: General Manager
   Agency designated representative(s): Chair and Vice-Chair; General Counsel
   Unrepresented employee: General Manager

Open session resumed at 7: 20 p.m.

Report on Closed Session – Chair Newell reported the Board met to discuss the item listed on the posted Agenda and there was no reportable action.

6. **Director Comments:** Director Bannister reported on an upcoming ACWA Reg 5 Board of Directors meeting, Friday, February 23, 10a.m. – 12p.m. P.V. Water office.

7. **Counsel Report:** No report.

8. **General Manager Report:** GM Lockwood reported on the upcoming National Agriculture Day Spring Luncheon, Wednesday, March 20, 2024.

9. **Consent Agenda**
   A. Approve January 17,2024 Minutes
   B. Approve Financial Reports

   Action: Director Bannister moved to approve the Consent Agenda; seconded by Director Rider.

   Motion carried by the following voice vote:

AYES:	Newell, Rider, Culbertson, Zamora, Bannister, Broz, Sanchez
NOES:	None
ABSENT:	None
ABSTAIN:	None

10. **Informational Items**
    A. Received Basin Management Plan Implementation Update from GM Lockwood
    B. Received Update on Proposition 1, Round 2, Integrated Regional Water Management Implementation Grant in the amount of $4.8 Million with $1.8 Million Allocated for PV Water's College Lake Integrated Resources Management Project – Treated Water Pipeline from GM Lockwood

11. **Discussion and/or Action Items**

    A. Consider Adopting Resolution 2024-04, Authorizing the Grant Acceptance and Execution for the California Department of Water Resources' Watershed Resilience Pilot Program
    GM Lockwood spoke on the $2 Million Watershed Resilience Grant Pilot Program that the Department of Water Resources (DWR) would like to award to PV Water, to "assess local climate variability and risks while developing strategies to adapt to climate change and weather whiplash." Guiterrez Consultants will assist staff with this grant.

    Action: Director Rider moved for the Board to adopt Resolution 2024-04, Designating General Manager, or Designee, as the Authorized Representative to Accept and Execute Agreements with the California Department of Water Resources for a 2024 Watershed Resilience Pilot Program Grant; seconded by Director Culbertson.

    Motion carried by the following voice vote:

AYES:	Newell, Rider, Culbertson, Zamora, Bannister, Broz, Sanchez
NOES:	None
ABSENT:	None
ABSTAIN:	None

12. **Monthly Reports/Presentations**
    A. Facility Operations Report
       1. Received 2024 Supplemental Water Production Monthly Summary Report

B. Board Committee Reports available at www.pvwater.org
C. Public Outreach Update

13. Correspondence

14. Future Meetings

A. Project & Facility Operations Committee, Wednesday, February 28, 2024, 3:00 p.m. PV Water, 36 Brennan St., Watsonville
B. Administrative/Finance Committee, Tuesday, March 12,2024, 3:00 p.m., PV Water. 36 Brennan St., Watsonville
C. Board of Directors, Wednesday, March 20, 2024, 7:00 p.m., City of Watsonville Council Chambers, 275 Main St., Watsonville
D. Project & Facility Operations Committee, Wednesday, March 27, 2024, 3:00 p.m. PV Water, 36 Brennan St., Watsonville

Adjourned at 8:28 p.m.

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Laura R. Taay, Board Secretary **Date Approved**

PAJARO VALLEY WATER MANAGEMENT AGENCY

Account Activity Report per Bank Statement

	Date	Deposits	Withdrawals	Balance
CLEARING ACCOUNT - Mechanics				
Beginning Balance	1/1/2024			$500,812
Cash Receipts				
Disbursements			9,815,057	
Transfers		9,542,450		
Bank Fees				
Ending Balance	1/31/2024			$228,207
GENERAL FUND10-MMA Mechanics				
Beginning Balance	1/1/2024			$1,503,590
Cash Receipts		176,826		
Transfers			34,555	
Interest Earned		6,463		
Bank Fees				
Ending Balance	1/31/2024			$1,652,325
GENERAL FUND 10 - LAIF				
Beginning Balance	1/1/2024			$2,267,075
Transfers				
Interest Earned		22,775		
Ending Balance	1/31/2024			$2,289,850
GENERAL FUND 20 - LAIF				
Beginning Balance	1/1/2024			$8,324,757
Transfers				
Interest Earned		83,632		
Ending Balance	1/31/2024			$8,408,388
SPECIAL REVENUE FUND 20-ACH Clearing Acct Mechanics				
Beginning Balance	1/1/2024			$0
Cash Receipts				
Sweep/Transfers				
Disbursments/ACH-Wire				
Bank Fees				
Ending Balance	1/31/2024			$0
SPECIAL REVENUE FUND 20-Operating Mechanics				
Beginning Balance	1/1/2024			$5,005
Cash Receipts		2,691,406		
Transfers			1,503,665	
Disbursments/ACH-Wire			154,508	
Bank Fees			1,521	
Interest Earned				
Ending Balance	1/31/2024			$1,036,717
SPECIAL REVENUE Fund 20 Cash Mgmt-FUND20MMN Mechanics				
Beginning Balance	1/1/2024			$15,597,641
Transfers		0	740,000	
Disbursments/ACH-Wire			100,000	
Bank Fees				
Interest Earned		57,880		
Ending Balance	1/31/2024			$14,815,520
BNY Mellon Construction Fd - 2023 Certificates of Participation				
Beginning Balance	1/1/2024			$7,244,900
Transfers			7,264,231	
Interest Earned		129,325.73		
Ending Balance	1/31/2024			$109,995
Certificate of Deposit - DWR Loan Reserve Mechanics Fund 40				
Beginning Balance	1/1/2024			$263,234
Interest Earned		1,084.00		
Ending Balance	1/31/2024			$264,318
Certificate of Deposit - SRF-D1501023				
Beginning Balance	1/1/2024			$76,275
Transfers				
Interest Earned				
Ending Balance	1/31/2024			$76,275

Prior Month Ending Cash Balance:	Total Deposits:	Total Withdrawals:	Month End Cash Balance:
35,783,291	12,711,842	19,613,536	28,881,597
Cash Transfers	9,542,450	9,542,450	(0)
Actual Cash Receipts/Disbursements	3,169,391	10,071,085	

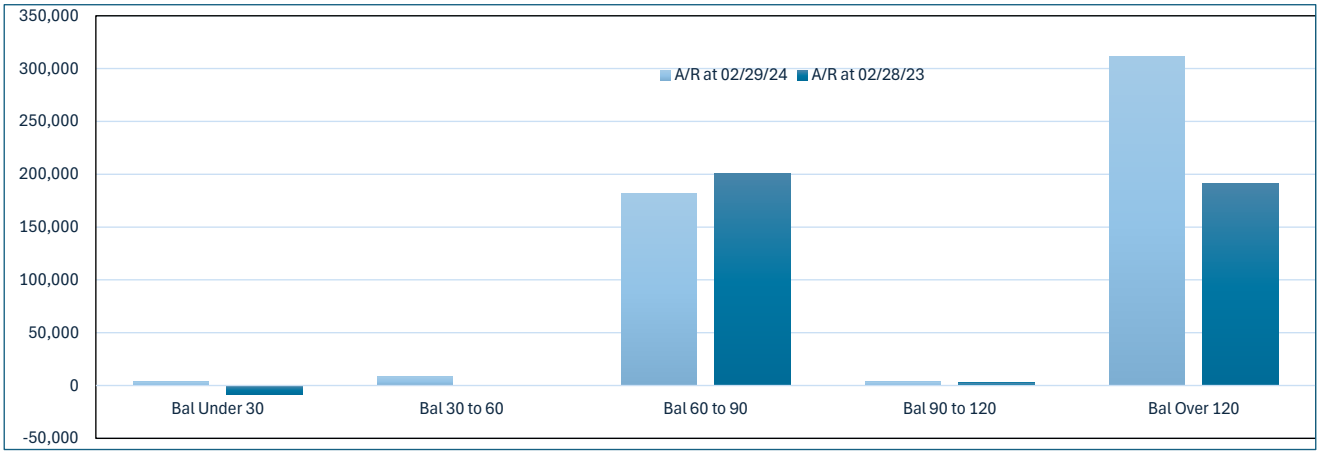
PAJARO VALLEY WATER MANAGEMENT AGENCY
INVESTMENT REPORT
ALL FUNDS
January 31, 2024

Description	Current Yield	Investment	% of Total Portfolio	Weighted Yield
Mechanics Clearing Account	0.00%	**$228,207**	0.79%	0.00%
General Fund 10				
Mechanics General Fund 10 Money Market Account	4.28%	1,652,325	5.72%	0.24%
Local Agency Investment Fund	4.00%	2,289,850	7.93%	0.32%
		$3,942,175		
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%	1,036,717	3.59%	0.00%
Mechanics Special Revenue Fund 20 Money Market Account	4.28%	14,815,520	51.30%	2.20%
Local Agency Investment Fund	4.00%	8,408,388	29.11%	1.16%
		$24,260,626		
Capital Projects Fund 30				
BNY Mellon Construction Fund - 2023 COPs	5.05%	**$109,995**	0.38%	0.02%
Long Term Debt Fund 40				
Mechanics Certificate of Deposit DWR Loan Reserve	4.75%	$264,318	0.92%	0.04%
Mechanics Certificate of Deposit SRF-D1501023	3.00%	$76,275	0.26%	0.01%
		340,593		
	Total:	**$28,881,597**	**100.0%**	

Total Funds Reserved	340,593
Total Funds Invested	27,276,079
Total Funds Non-Interest Bearing	1,264,924
Total Funds	**$28,881,597**
Total Available Funds	28,541,003
Cash Reserve Policy Requirements (PV Water)	6,820,000
Surplus (Deficit) of Funds	**$21,721,003**

PV Water
Accounts Receivable Aging 3 Month Trend
As of 2/29/2024

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	508,387	3,463	8,377	181,861	3,353	311,333
Credits	(35,976)					
Total Accounts Receivable at 02/28/24	472,410					
Accounts Receivable before credits	386,367	-8,444	0	200,987	2,432	191,392
Credits	(22,520)					
Total Accounts Receivable at 02/28/23	363,847					
Accounts Receivable before credits	1,171,243	8,383	845,214	3,393	112	314,141
Credits	(6,035)					
Total Accounts Receivable at 01/31/24	1,165,208					
Accounts Receivable before credits	3,596,132	3,230,119	14,064	125	159,513	192,312
Credits	(1,363)					
Total Accounts Receivable at 12/31/23	3,594,769					



Accounts

Checks by Date - Detail by Check Date

User: priscilla
Printed: 3/1/2024 8:58 AM

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	A1250	AFLAC- FLEX ONE	02/02/2024	
	EE Deferrals	EE PR Deferrals		687.27
		Total for this ACH Check for Vendor A1250:		687.27
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	02/02/2024	
	EE Deferrals	EE PR Deferrals		4,300.00
		Total for this ACH Check for Vendor N125:		4,300.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	02/02/2024	
	EE Deferrals	ER/EE Retirement Contributions		11,582.36
	EE Retirement Contrib	EE PR Deferrals		1,768.41
		Total for this ACH Check for Vendor P1300:		13,350.77
ACH	P555	PVWMA-Cafeteria Account	02/02/2024	
	EE Deferrals	EE PR Deferrals		958.05
		Total for this ACH Check for Vendor P555:		958.05
45043	C1516	CALIFORNIA DEPT OF FISH & WILDLIFE	02/02/2024	
	EPIMS-SCR31348R	CL Intergrated Resources Management Proj fees for 2/24		1,849.25
		Total for Check Number 45043:		1,849.25
		Total for 2/2/2024:		21,145.34
ACH	M2214	MOUNTAIN CASCADE, INC.	02/08/2024	
	MCI-JOB#91631	CDS leak repair on 12" line above recharge basin		16,140.31
		Total for this ACH Check for Vendor M2214:		16,140.31
ACH	S2865	SWCA ENVIRONMENTAL CONSULT. INC.	02/08/2024	
	185444	CL Integrated Resources Mgmt Project for 12/1 - 12/31/23		63,262.85
		Total for this ACH Check for Vendor S2865:		63,262.85
45044	A190	ACE HARDWARE OF WATSONVILLE INC	02/08/2024	
	227478/227546	Field supplies/meters/CDS/HSP/Hydro for 1/24		492.14
		Total for Check Number 45044:		492.14
45045	C1500	CENTRAL ELECTRIC INC	02/08/2024	
	A56869	Lock out tags for CDS for 1/24		113.15
		Total for Check Number 45045:		113.15

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45046	C1580	SPECTRUM BUSINESS COMMUNICATIONS	02/08/2024	
	0124982012024	76 Holohan/Internet/communication for 1/20 to 2/19/24		127.97
	0154296012324	36 Brennan L.Line & Internet services for 1/23 to 2/22/24		653.45
			Total for Check Number 45046:	781.42
45047	C960	CARDIFF PEST CONTROL INC	02/08/2024	
	0142027	Pest control office quarterly fumigation for 11/23-1/24		110.00
			Total for Check Number 45047:	110.00
45048	D310	UNITED STATES GEOLOGICAL SURVEY	02/08/2024	
	BILL#91134545	USGS Professional Svcs for FY23-Q4 & FY24-Q1		25,310.00
			Total for Check Number 45048:	25,310.00
45049	E620	EQUIPCO	02/08/2024	
	S77095	Calibration equip. field supplies for 1/24		1,458.20
	S77133	Calibration equip. field supplies for 1/24		1,457.88
	S77137	Calibration equip. field supplies for 1/24		146.16
			Total for Check Number 45049:	3,062.24
45050	G199	GROUNDWATER RESOURCES ASSOC.OF CA.	02/08/2024	
	25842	Corporate membership/application for 1/24		1,500.00
			Total for Check Number 45050:	1,500.00
45051	K89	KARAS TECHNICAL SERVICES	02/08/2024	
	15244	Re-Work 40th Anniversary Logo in Reverse for 1/24		50.00
			Total for Check Number 45051:	50.00
45052	M1010	MAGNOLIA GARDENING INC	02/08/2024	
	30285	36 Brennan Building Mo. Landscape Maint. For 1/24		100.00
	30447	76 Holohan Building Mo. Landscape Maint. For 1/24		90.00
			Total for Check Number 45052:	190.00
45053	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	02/08/2024	
	240109-42	Water Samples Surface for 1/9/24		1,598.00
	240111-52	Water Samples CDS for 1/11/24		314.00
	240201-02	Water Samples HSP for 2/1/24		44.00
			Total for Check Number 45053:	1,956.00
45054	O217	OFFICE AND HOME CLEANING SERVICES	02/08/2024	
	2428	36 Brennan Mo. Office housekeeping for 1/24		600.00
	2429	76 Holohan Mo. Housekeeping for 1/24		600.00
			Total for Check Number 45054:	1,200.00
45055	P180	PENINSULA MESSENGER LLC	02/08/2024	
	1371613	Monthly RaboBank Courier for 1/24		141.00
			Total for Check Number 45055:	141.00
45056	P800	PG & E	02/08/2024	
	0688235687-3	Service at 76 Holohan Rd for 12/20 to 1/21/24		993.55
	2926809320-9	Service at 36 B Brennan St for 12/21 to 1/22/24		216.09
	3015753830-4	Electric Pump/2 homes/76 & 116 Holohan for 12/21 to 1/22/24		90.40
	4291054495-8	Service at 475 San Andreas Rd for 12/20 to 1/21/24		65.36
	5916054391-0	Service at 187C San Andreas Rd for 12/20 to 1/21/24		1,565.76
			Total for Check Number 45056:	2,931.16

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45057	S1405	SC FUELS INC	02/08/2024	
	0831181	Agency Vehicles Fuel for 1/16 to 1/30/24		493.38
			Total for Check Number 45057:	493.38
45058	S1681	SHAMROCK OFFICE SOLUTIONS	02/08/2024	
	3992332	76 Holohan/Cont. printer usage/BW & Clr for 1/2-2/1/24		68.62
	3992333	36 Brennan/Cont. printer usage/BW & Clr for 1/2-2/1/24		288.70
			Total for Check Number 45058:	357.32
45059	S2550	STATE OF CA. BOARD FOR PROFESSIONAL ENGINNEI	02/08/2024	
	GEO-8639	GM.Cert#8639 Hydrologist License Rnwal for 3/2023-3/2024		180.00
	HG-987	GM.Cert#987 Hydrologist License Rnwal for 3/2023-3/2024		180.00
			Total for Check Number 45059:	360.00
45060	U185	U.S. BANK EQUIPMENT FINANCE	02/08/2024	
	520548033	RICOH Office Copier (upstairs) for 1/24		79.55
			Total for Check Number 45060:	79.55
45061	W400	CITY OF WATSONVILLE UTILITIES	02/08/2024	
	CUST#602389	Office Monthly Utilities for 12/13 to 1/18/24		168.64
			Total for Check Number 45061:	168.64
45062	W80	WAGEWORKS INC.	02/08/2024	
	INV6110008	Mo. Admin & Compliance fee for 1/24		110.00
			Total for Check Number 45062:	110.00
45063	Z100	ZAG TECHNICAL SERVICES, INC.	02/08/2024	
	142494	IT-Billable/Regular Support Agreement for 1/24		1,218.75
	142628	IT-Billable/Regular Support Agreement for 1/24		48.75
			Total for Check Number 45063:	1,267.50
45064	A910	ATCHINSON,BARISONE,CONDOTTI	02/08/2024	
	34411	CL Legal Services for 12/1 to 12/31/23		547.60
			Total for Check Number 45064:	547.60
45065	C103	CBEC ECO ENGINEERING INC	02/08/2024	
	17-1003-6-23	CL Hydrologic Monitoring 2022-2023 for 12/1 to 12/31/23		38,760.59
			Total for Check Number 45065:	38,760.59
45066	C1099	CAROLLO ENGINEERS INC	02/08/2024	
	FB46218	CL Int. Res. Mgmt Plan (BMP) for 12/1 to 12/31/23		130,776.84
			Total for Check Number 45066:	130,776.84
45067	M1086	MILLER MAXFIELD, INC.	02/08/2024	
	1223PV	Postage for postcard mailing & advertising for 1/24		16,616.22
			Total for Check Number 45067:	16,616.22
45068	S610	SANTA CRUZ CO. DEPT.COMM. & INFRASTRUCTURE	02/08/2024	
	DPWAC-P63256	College Lake Labor for 12/23		1,990.56
			Total for Check Number 45068:	1,990.56

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45069	S902	S&P GLOBAL RATINGS	02/08/2024	
	11467968	Analytical Services PVWater WIFIA Loan for 12/23		40,950.00
			Total for Check Number 45069:	40,950.00
			Total for 2/8/2024:	349,718.47
ACH	A1250	AFLAC- FLEX ONE	02/09/2024	
	EE Deferrals	EE PR Deferrals		687.27
			Total for this ACH Check for Vendor A1250:	687.27
ACH	A300	ACWA/JPIA	02/09/2024	
	Inv 0701957	EE PR Deferrals		33,718.47
			Total for this ACH Check for Vendor A300:	33,718.47
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	02/09/2024	
	EE Deferrals	EE PR Deferrals		4,300.00
			Total for this ACH Check for Vendor N125:	4,300.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	02/09/2024	
	EE Deferrals	ER/EE Retirement Contributions		11,416.67
	EE Retirement Contrib	EE PR Deferrals		1,768.40
			Total for this ACH Check for Vendor P1300:	13,185.07
ACH	P555	PVWMA-Cafeteria Account	02/09/2024	
	EE Deferrals	EE PR Deferrals		958.05
			Total for this ACH Check for Vendor P555:	958.05
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	02/09/2024	
	JC/JM RA Deferrals	ER/EE Retirement Contributions		11.47
			Total for this ACH Check for Vendor P1300:	11.47
			Total for 2/9/2024:	52,860.33
ACH	T333	THE BANK OF NEW YORK MELLON TRUST CO.	02/22/2024	
	CT2346047	PVWMA Water Rev. Cops 2023 for 2/24		873,187.50
	PAJAROVWMA15	Semi-Annual 2015 Water Bond P&I pmt For 2/24		1,418,925.00
	PAJAROVWMA16	Semi-Annual 2016 Water Bond P&I pmt For 2/24		652,231.25
			Total for this ACH Check for Vendor T333:	2,944,343.75
45070	A850	AVAYA FINANCIAL SERVICES.	02/22/2024	
	44133105	Phone/VM Lease Agreement for 2/1-2/29/24		435.12
			Total for Check Number 45070:	435.12
45071	A910	ATCHINSON,BARISONE,CONDOTTI	02/22/2024	
	34433	General/CL/WSR Legal Services for 1/1 to 1/31/24		5,250.30
	34435	General Legal Matters for 1/1 to 1/31/24		3,440.00
			Total for Check Number 45071:	8,690.30
45072	C1099	CAROLLO ENGINEERS INC	02/22/2024	
	FB47700	HSR & WSR System Project Design for 1/1-1/31/24		199,105.24
			Total for Check Number 45072:	199,105.24

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45073	E500	ENVIRONMENTAL SCIENCE ASSOCIATES	02/22/2024	
	193322	Updating CL/HSR/WSR Pipeline Project for 1/1-1/31/24		39,640.05
			Total for Check Number 45073:	39,640.05
45074	F199	C.J. BROWN & COMPANY CPAS	02/22/2024	
	240122	Audit F.Statments FY063023 for the agency		2,927.00
			Total for Check Number 45074:	2,927.00
45075	G190	GREEN RUBBER KENNEDY AG. INC.	02/22/2024	
	W-579074	Valves Field Supplies/CDS for 1/24		239.87
			Total for Check Number 45075:	239.87
45076	G195	GREENWASTE RECOVERY LLC	02/22/2024	
	ID#219557	76 Holohan Green Waste for 1/24	219557	130.67
			Total for Check Number 45076:	130.67
45077	G330	GUTIERREZ CONSULTANTS, INC.	02/22/2024	
	1837	Grant Support-Funding Opport.MLRP- for 12/1-12/31/23		1,869.00
	1838	WIFIA & SGMA Admin Loan Support Serv for 12/1 to 12/31/23		2,069.25
			Total for Check Number 45077:	3,938.25
45078	K89	KARAS TECHNICAL SERVICES	02/22/2024	
	15247	Annual report for 1/24		543.26
			Total for Check Number 45078:	543.26
45079	M1010	MAGNOLIA GARDENING INC	02/22/2024	
	30657	36 Brennan Building Mo. Landscape Maint. For 2/24		100.00
	30861	76 Holohan Building Mo. Landscape Maint. For 2/24		90.00
			Total for Check Number 45079:	190.00
45080	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	02/22/2024	
	240130-40	Water Samples Surface for 1/30/24		561.00
	240130-42	Water Samples CDS for 1/30/24		668.00
			Total for Check Number 45080:	1,229.00
45081	M1872	MICROSOFT	02/22/2024	
	E0400QTTBO	IT-Online Hydrology 365 Support for 1/17-2/16/24		12.50
			Total for Check Number 45081:	12.50
45082	M1875	MICROSOFT AZURE	02/22/2024	
	E0600QWXV0	IT-Support/Pay as you go for 12/12-1/11/24		15.00
			Total for Check Number 45082:	15.00
45083	N255	NHA ADVISORS, LLC	02/22/2024	
	01229	WIFIA Loan Consulting for 1/1 - 2/31/24		19,518.75
			Total for Check Number 45083:	19,518.75
45084	O411	O'REILLY AUTO PARTS	02/22/2024	
	2912382142	Vehicle #8 parts/Maint. for 2/24		13.65
			Total for Check Number 45084:	13.65

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45085	P500	PAJARO VALLEY LOCK SHOP LLC	02/22/2024	
	RECEIPT#1-2642	12-CDS Field Supplies/Lock out-Tag out for 2/24		201.52
			Total for Check Number 45085:	201.52
45086	P629	PASILLAS TIRE SERVICES, INC	02/22/2024	
	45299	Vehicle #7 Maint. for 2/24		457.72
			Total for Check Number 45086:	457.72
45087	P800	PG & E	02/22/2024	
	1787734656-3	Service at 1859 Beach rd/BW-2 for 1/9 to 2/7/24		2,421.21
	9214983032-2	Service at 1931 Beach rd/BW-1 for 1/9 to 2/7/24		962.88
	9218085363-9	Service at 162 San Andreas Rd/HSP Pump for 1/9 to 2/7/24		4,443.14
	9968544374-1	Service at 36 Brennan St for 1/9 to 2/7/24		996.18
			Total for Check Number 45087:	8,823.41
45088	Q99	QED ENVIRONMENTAL SYSTEMS, INC	02/22/2024	
	0000320890	Flow cell repairs and parts for 2/24		3,212.26
			Total for Check Number 45088:	3,212.26
45089	R40	CARDMEMBER SERVICE	02/22/2024	
	JAN2023	Staff Credit Card Purchases		6,483.20
			Total for Check Number 45089:	6,483.20
45090	S1405	SC FUELS INC	02/22/2024	
	0838537	Agency Vehicles Fuel for 2/5 to 2/14/24		607.37
			Total for Check Number 45090:	607.37
45091	S2915	STURDY OIL COMPANY	02/22/2024	
	38618	Grease Lubricant for CDS for 1/24		48.55
			Total for Check Number 45091:	48.55
45092	T305	TELSTAR INSTRUMENTS, INC.	02/22/2024	
	120198	CDS Recov Well Fix & Design WSR/WSSMAR Tagging for 1/24		3,409.75
			Total for Check Number 45092:	3,409.75
45093	U185	U.S. BANK EQUIPMENT FINANCE	02/22/2024	
	521639096	RICOH Office Copier (76 Holohan) for 2/24		159.49
	522689256	RICOH Office Copier (36 Brennan) for 2/24		208.57
			Total for Check Number 45093:	368.06
45094	V369	VERIZON WIRELESS	02/22/2024	
	9955531783	Agency Personnel Cell Phones & equipt. for 1/2 - 2/1/24		475.30
			Total for Check Number 45094:	475.30
45095	W400	CITY OF WATSONVILLE UTILITIES	02/22/2024	
	#100533/OPERATI	Operational Treatment Plant for 10/1 thru 12/31/23		703,047.25
	APR-JUN-2023	CDS Potable City Connection Usage for Apr-Jun 2023		158,004.34
	JUL-SEPT-2023	CDS Potable City Connection Usage for Jul-Sept 2023		219,480.35
	OCT-DEC-2023	CDS Potable City Connection Usage for Oct-Dec 2023		78,226.61
			Total for Check Number 45095:	1,158,758.55

Check	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45096	Z100	ZAG TECHNICAL SERVICES, INC.	02/22/2024	
	142787	IT-Agremment RMM Patching and AV for 2/24		1,965.00
	142805	IT-Monthly Agreement-KnowBe4 Security Awarness for 2/24		164.88
	142881	IT-Agreement CSP for 2/24		380.00
	143029	IT-Billable/Regular Support Agreement for 2/24		341.25
	143057	IT-Mo. Subs./base retention Agreement-Datto Cloud for 2/24		970.80
	143147	IT-Billable/Regular Support Agreement for 2/24		403.75
			Total for Check Number 45096:	4,225.68
			Total for 2/22/2024:	4,408,043.78
ACH	T359	THE STANDARD INSURANCE COMPANY	02/23/2024	
	00-649299-0087	Long Term Disability Benefits		586.26
			Total for this ACH Check for Vendor T359:	586.26
			Total for 2/23/2024:	586.26
ACH	T111	TANNER PACIFIC, INC	02/27/2024	
	224-035	CL Const Mgmt Pipeline Proj#582301.07 & 08 thru 1/31/24		411,391.14
			Total for this ACH Check for Vendor T111:	411,391.14
45097	A910	ATCHINSON,BARISONE,CONDOTTI	02/27/2024	
	34434	CL Legal Services for 1/1 to 1/31/24		1,399.10
			Total for Check Number 45097:	1,399.10
45098	C103	CBEC ECO ENGINEERING INC	02/27/2024	
	17-1003-6-24	CL Hydrologic Monitoring 2022-2023 for 1/1 to 1/31/24		23,716.16
	23-1017-9	CL Operations Plan Development. for 1/1-1/31/24		9,487.25
			Total for Check Number 45098:	33,203.41
45099	K310	KITTLESON ENVIRONMENTAL CONSULTING	02/27/2024	
	025.39	PVWMA 2023 Biological Consulting for 1/1-2/13/24		2,765.66
			Total for Check Number 45099:	2,765.66
45100	M1060	MCE-MID COAST ENGINEERS, INC	02/27/2024	
	4678	Prepare easements covering Arnolds Parcel services for 1/24		2,400.00
			Total for Check Number 45100:	2,400.00
			Total for 2/27/2024:	451,159.31
			Report Total (73 checks):	5,283,513.49

MEMORANDUM

DATE: March 14, 2024
MEETING OF: March 20, 2024
TO: Board of Directors
FROM: General Manager
RE: **INFORMATIONAL ITEM 10A:** Receive Summary of the Sustainable Groundwater Management Act (SGMA) Annual Report, Water Year 2023

BACKGROUND

In September 2014, then Governor Jerry Brown signed into law a three-bill legislative package collectively known as the Sustainable Groundwater Management Act (SGMA). SGMA required the formation of Groundwater Sustainability Agencies (GSA) by 2015, and the development of Groundwater Sustainability Plans (GSP) by 2020 in the case of critically overdrafted groundwater basins. SGMA also provided for GSP Alternative plans in certain cases. PV Water elected to become the GSA for the Pajaro Valley Subbasin in September 2015. In December 2016, PV Water submitted the Basin Management Plan Update (BMP 2014) and associated documents as a GSP Alternative, and in July 2019 the California Department of Water Resources (DWR) approved PV Water's GSP Alternative. In November 2021, the PV Water Board adopted the Basin Management Plan: Groundwater Sustainability Update 2022 (GSU22), and in December 2021 PV Water submitted the GSU22 to the DWR, fulfilling SGMA requirements to prepare and submit a 5-year "periodic update." SGMA regulations require submittal of an annual report that describes the state of the groundwater basin and progress on implementation of the plan on or before April 1 of each year.

DISCUSSION

PV Water is implementing numerous projects and management actions to achieve sustainable groundwater resources. PV Water operates supplemental water supply facilities that reduce coastal groundwater production. Existing facilities include the Harkins Slough Managed Aquifer Recharge and Recovery Facility, the Watsonville Area Recycled Water Facility, blend wells, a connection to the City of Watsonville's potable water system, and the Coastal Distribution System. PV Water is also working to implement new projects and management actions to achieve sustainability including the College Lake Integrated Resources Management Project, the Watsonville Slough System Managed Aquifer Recharge and Recovery Project, the Recharge Net Metering Program, and the Water Conservation Program.

Water Year 2023 is classified as a "very wet" year with 36.16 inches of rainfall, equivalent to about 165% of the historical average at the Watsonville Waterworks rain gauge. Total water use in the Pajaro Valley was 42,955 acre-feet (AF), with groundwater providing 91% of the supply, and the remainder provided through supplemental and surface water sources. Monitoring of groundwater levels indicate a 6.3-foot increase in average groundwater elevations from fall 2022 to fall 2023; this corresponds to an increase of approximately 23,746 AF of groundwater in storage (for reference, Staff estimate an increase of 1,182 AF occurred during the prior water year).

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Board receives a summary of the SGMA Annual Report, Water Year 2023. Note also that staff presented the summary to the Projects and Facility Operations Committee on February 28, 2024.

ATTACHMENTS

- SGMA Annual Report, Water Year 2023 and summary presentation will be posted online in advance of the meeting: https://www.pvwater.org/director-agendas

MEMORANDUM

DATE: March 15, 2024
MEETING OF: March 20, 2024
TO: Board of Directors
FROM: PV Water Staff
RE: **INFORMATIONAL ITEM 10B:** Receive Basin Management Plan Agricultural Water Conservation Program Update

INTRODUCTION

The Basin Management Plan Update (BMP), which was subsequently incorporated into the BMP – Groundwater Sustainability Update 2022 (GSU22) describes a three-pronged approach to solving groundwater overdraft and seawater intrusion problems facing the Pajaro Valley Groundwater Basin: 1) Conservation of existing water supplies (ongoing), 2) Optimization of existing supplemental water supplies (complete), and 3) Development of new water supplies (in-progress). At 5,000 acre-feet per year (AFY), the conservation goal makes up over 40% of the solution described in GSU22. The goal set in 2014 is to save 5,000 acre-feet per year (AFY) through voluntary agricultural water conservation by the year 2023, as compared to the 2006-2010 average usage. Agricultural Metered Well production, in the last 5 years (2019-2023) is on average 9,012 AF less than the baseline period and overall water use valley-wide is down 7,312 AF on average. It is important to note that the volume of delivered water used is up by 3,297 AF when compared to the baseline period.

While the reduction in average groundwater pumping over the most recent 5-years exceeds the conservation goal, staff attribute multiple factors for the lower numbers including the conservation program, increased delivered water usage, the COVID-19 global pandemic, and severe weather events. Events such as the pandemic and catastrophic flooding that occurred tend to be low likelihood occurrences and could make the reduction in groundwater pumping appear better than actual improvements due to increases in irrigation efficiency.

During this item, staff, along with colleagues from the Resource Conservation District of Santa Cruz County will provide an update on the status of the water conservation program.

FISCAL IMPACT

There is no fiscal impact associated with this update.

STAFF RECOMMENDATION

The Board receives the update.

ATTACHMENTS

- Presentation slides will be posted at: https://www.pvwater.org/director-agendas

MEMORANDUM

DATE: March 15, 2024
MEETING OF: March 20, 2024
TO: Board of Directors
FROM: General Manager
RE: **INFORMATIONAL ITEM 10C:** Basin Management Plan Implementation Update

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BACKGROUND

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

DISCUSSION

- Funding
    - In an effort that began in fall 2022, PV Water closed on two Water Infrastructure Finance and Innovation Act (WIFIA) 35-year loans totaling $74.2 million on February 20, 2024:
        - Loan 1 funds the College Lake Integrated Resources Management Project and was issued in the amount of approximately $43 million at an interest rate of 4.46%. With this loan, the College Lake Project is fully funded.
        - Loan 2 funds the Watsonville Slough System Managed Aquifer Recharge & Recovery Project and was issued in the amount of approximately $31 million at an interest rate of 4.47%. PV Water will need to issue additional debt, the amount of which could be reduced by grant funding, to fully fund the project.
    - Department of Conservation (DoC) Multibenefit Land Repurposing Grant, $8.89 million: includes funding for PV Water and partners the Resource Conservation District of Santa Cruz County, the University of California, Santa Cruz, the Santa Cruz County Land Trust, the Pajaro River Flood Management Agency, Watsonville Wetlands Watch, and the Nature Conservancy: PV Water's staff are attending regular meetings with DoC staff and the "Statewide Support Entity." Staff and consultants are preparing sub-grantee agreements and preparing to develop a request for proposals for consultant support to facilitate and prepare the Multibenefit Land Repurposing Plan.
    - DWR SGMA Implementation Grant, Round 1, $7.6 million: supports College Lake Project pre-construction activities: DWR has approved Invoice No. 6 for $187,300. The grant is within the last 10% of funds meaning DWR will hold payment as retention until the grant is complete and DWR issues PV Water the final retention payment.
    - DWR Watershed Resilience Pilot Grant, $2 million: The Board adopted a resolution authorizing the General Manager to enter into discussions and an agreement with DWR on February 21. PV Water Staff and consultants met with

DWR Staff to review the draft agreement and discuss ideas for the scope of work on March 13, 2024. Staff will develop a draft scope of work to present to DWR over the course of the next month.

- Recycled Water Facility Optimization
    - Reliability, Operations, and Condition Assessment Project: Received and reviewed electrical study focusing on Standby Power Options and Variable Frequency Drives (VFDs) at the Recycled Water Facility. Staff is working with the electrical engineer to prepare a scope and budget to design the recommended standby power options and VFD upgrades to improve the reliability of the Recycled Water Facility in the event of a long-term (i.e. months) power outage.
- College Lake Integrated Resources Management Project
    - Construction:
        - Weir Structure
            - No new work this last month due to saturated conditions.
            - The contractor is implementing the Winterization Plan.
        - Water Treatment Plant
            - Decanting lagoons: the contractor continues work on the decanting lagoons.
            - Construction of Electrical Building continues.
            - Construction of the Chemical Storage Facilities.
            - Contractor is continuing to monitor soil consolidation.
        - Raw Water Pipeline
            - Construction of the raw water pipeline commenced in December but was paused for a time due to wet weather conditions, work has recently resumed.
        - Treated Water Pipeline
            - Contractor reports that 5 miles of the 6-mile pipeline is complete.
            - Construction in Riverside Road / Hwy 129 began on January 8, 2024; construction activities are currently taking place at Grove Street and work will be advancing toward Main Street. Work continues to occur during both day and night shifts although work may be limited to day shifts only as the construction site advances into the more residential neighborhoods.
    - Environmental: Biological, Cultural, and Native American resource monitoring is taking place and worker environmental training continues.
    - Adaptive Management Plan: Hydrologic monitoring, waterfowl monitoring, and steelhead surveys occurred this year and/or continue to occur. Waterfowl surveys were conducted on at least 20 separate days in 2023, and at least 6 separate days in 2024 thus far. The annual vegetation survey took place between October 2 and October 13, 2023, and the final report is complete.
    - Outreach Activities: Staff continues to present to the Santa Cruz County Farm Bureau's Public Policy Committee monthly; commercials focused on pipeline construction in Riverside Road ran in January; updated commercials will run in April. The Pajaronian and Look Out Santa Cruz have recently published articles covering the Project. Please check https://www.pvwater.org/construction; regularly for construction related updates.

- Watsonville Slough System Managed Aquifer Recharge & Recovery Projects
    - Permitting: Ongoing.
    - Design: Basis of Design Report (i.e. 30% submittal) is complete and under review.
    - Environmental: The Biological Assessment and Aquatic Resources Reports are now complete; Addendum to the EIR is nearly complete; staff and consultants met with staff from the Environmental Protection Agency and the U.S. Fish and Wildlife Service on March 14 to discuss the project's potential impacts and mitigation measures.

FISCAL IMPACT

There is no fiscal impact associated with this monthly update.

STAFF RECOMMENDATION

The Board receives the update.

ATTACHMENTS

- None

MEMORANDUM

DATE: March 15, 2024
MEETING OF: March 20, 2024
TO: Board of Directors
FROM: General Manager
RE: **DISCUSSION/ACTION ITEM 11A:** Consider Agreement with the Resource Conservation District of Santa Cruz County for Agricultural Water Conservation Program Services, in an Amount Not to Exceed $1,073,931 through June 30, 2027

INTRODUCTION

The Basin Management Plan Update (BMP), now incorporated into the BMP-Groundwater Sustainability Update 2022 (GSU22), describes a three-pronged approach to solving groundwater overdraft and seawater intrusion problems facing the Pajaro Valley Groundwater Basin: 1) Conservation of existing water supplies (ongoing), 2) Optimization of existing supplemental water supplies (complete), and 3) Development of new water supplies (in-progress). At 5,000 acre-feet per year (AFY), the conservation goal makes up over 40% of the solution described in GSU22. The goal intended to be achieved through voluntary agricultural water conservation by the year 2023. The 5-year average rate of groundwater pumping has exceeded the conservation goal originally set in the BMP by approximately 4,335 acre-feet, though not all the reduction of groundwater pumping should be attributed to conservation. For example, Water Year 2023, with 36.16 inches of rainfall, equivalent to about 165% of the historical average at the Watsonville Waterworks rain gauge, is classified as a "very wet" year. Large amounts of rainfall and the subsequent flooding that occurred dropped crop demand for water. Despite a wet year, PV Water should continue funding the improvement and implementation of the agricultural water conservation program.

The strategy to increase water conservation has not changed significantly over the last several years; it includes continued outreach and education, collaboration with technical service providers, an irrigation demonstration budget, increased rebate amounts and rebate types, and an adaptive management approach to program implementation. This approach was developed collectively by staff, consultants, researchers, and collaborating organizations, and then updated following an extensive outreach effort with growers and landowners, and previous participants in the program.

During this item, staff will ask the Board to consider an agreement with the Resource Conservation District of Santa Cruz County (RCD) for Basin Management Plan Agricultural Water Conservation Program in an amount not to exceed $1,073,931 through June 30, 2027. The program is dependent, in part, on a separate budget of $300,000 over the term of the agreement to fund agricultural conservation rebates. The RCD will also continue to leverage matching funds from other sources (e.g. CDFA) to support implementation of the water conservation program

and sustain full-time employment positions within the RCDSCC Ag team throughout the duration of the new agreement. More details on available matching funds are provided in the budget detail section in the scope of work.

BACKGROUND

Implementation of the BMP Conservation Program commenced in 2014, in pilot form. Based on stakeholder and expert feedback, the Irrigation Efficiency component of the program provides technical and financial assistance to participating growers throughout approximately three growing seasons to maximize the adoption of improved water management practices and habits. The Agricultural Conservation Program also includes grower and farm staff workshops with a high-level of engagement with local partners and stakeholders to streamline individual conservation programs and leverage resources to optimize basin-wide progress toward the BMP Conservation goals. A summary of the Conservation Program is provided below.

- **Conservation Outreach and Education:** Perform outreach to raise community awareness of groundwater issues and the 5,000 acre-feet/year conservation goal. Recruit participants in irrigation efficiency services. Coordinate and deliver group workshops and trainings to growers and/or irrigators in both Spanish and English (i.e., CropManage workshops and group irrigator trainings). Facilitate grower access to conservation resources. Include conservation information in published media such as newsletters and websites.

- **Partner and stakeholder engagement:** Facilitate adaptive management of conservation programs driven by community engagement. Maintain communication and collaboration with partners and stakeholders to ensure that conservation initiatives in the Pajaro Valley are aligned, coordinated, reflective of the needs and interests of stakeholders, and leverage resources when possible (e.g., coordination/engagement with commodity types, landowner groups, Farm Bureau; alignment with and leverage NRCS, UC, and other RCD programs).

- **Irrigation Efficiency Technical Assistance:** Provide technical assistance and training to growers, ranch managers, and irrigators to optimize irrigation efficiency. Services offered may include but are not limited to:
    - Irrigation system efficiency evaluations and recommendations
    - In-situ training for irrigators on tools and practices that help improve system performance
    - Assistance with irrigation scheduling and CropManage software
    - Water use monitoring and periodic reporting to growers
    - Installation and training on soil moisture monitoring
    - Implementation and monitoring of irrigation trials
    - Technical assistance to successfully implement recommendations.

- **Program Development and Evaluation:** Coordinate with PV Water staff, Board of Directors, and Committee members, UCCE, partners, and stakeholders to improve

the existing program and to identify and develop new conservation strategies (e.g., land fallowing incentives). Build local capacity and seek additional resources and/or grants to support water conservation in the Pajaro Valley. Evaluate the effectiveness of the irrigation efficiency program in achieving water conservation on individual ranches where technical assistance is provided. Work with PV Water staff to evaluate and quantify conservation progress on a grower and basin-wide scale.

- **Program Administration and Reporting:** Manage the administration of contracts and agreements, grower rebates, data plans associated with remote water use monitoring, invoicing, and reporting. Provide quarterly progress reports to PV Water staff and annual updates to the PV Water Board of Directors and/or Committees. Coordinate with and manage sub-contracted technical service providers (e.g., UCCE). Coordinate with PV Water staff, partners, and growers to provide financial assistance to eligible growers by purchasing equipment and/or processing rebates for implementing recommendations made by the technical team.

FISCAL IMPACT

The fiscal impact of the agreement with the RCD over the period April 1, 2024, through June 30, 2027 is $1,073,931. In addition, staff propose to continue funding conservation program rebates at $100,000 per year. PV Water staff time managing and supporting the program is not included. The 2021 cost of service rate study budgeted $400,000 per fiscal year for the conservation program. During the previous three fiscal years, the program under spent the budget by a total of $265,850 (mostly from unspent rebate program funds).

STAFF RECOMMENDATION

The Board approves the agreement, in substantially the same form as the version attached, with the Resource Conservation District of Santa Cruz County for Agricultural Water Conservation Program Technical Assistance in an amount not to exceed $1,073,931 through June 30, 2027.

The Administration & Finance Committee reviewed the agreement during its March 12, 2024, meeting and voted to recommend that the Board of Directors approve it.

ATTACHMENTS

- Agreement with the Resource Conservation District of Santa Cruz County for Agricultural Water Conservation Program Services, in an Amount Not to Exceed $1,073,931 through June 30, 2027

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

CONSULTANT AGREEMENT

To:	**Resource Conservation District of**	**Date**:	**March 8, 2024**
	Santa Cruz County (RCD)		
Tel:	**(831) 464-2950**		
Fax:			

Contract Amount:	**$1,073,931**	**Start Date:**	**April 1, 2024**	**End Date:**	**June 30, 2027**

Accepted:	**Pajaro Valley Water Management Agency**	**Consultant:**	**Resource Conservation District of Santa Cruz County**
		FEIN:	
By:		**By:**	
	Brian Lockwood		**Lisa Lurie**
Title	**General Manager**	**Title**	**Executive Director**
	Other authorized representative(s):		**Other authorized representative(s):**

CONSULTANT AGREEMENT

This Agreement is entered into and effective this day of **1st day of April, 2024,** by and between the **Pajaro Valley Water Management Agency** ("PV Water"), and **Resource Conservation District of Santa Cruz County** ("RCD") ("Consultant") referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, PV Water desires to provide Water Conservation Program for Outreach and Education to increase farmer/grower awareness ("Project"); and,

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said duties as outlined within its proposal dated N/A and received by PV Water (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 **June 30, 2027**, 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**. 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 **One Million Seventy Three Thousand Nine Hundred Thirty One Dollars ($1,073,931).** 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, PVWater may approve payment for said costs if authorized in writing by PVWater 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 as set forth in Civil Code, except where caused by the sole or active negligence, or willful misconduct of PV Water. 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 age, 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 PVWater 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 PVWater 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
Telephone: (831) 722-9292

If to Consultant:

Resource Conservation District of Santa Cruz County
Attention: Lisa Lurie, Executive Director
820 Bay Avenue, Suite 136
Capitola, CA 95010
Telephone: (831) 464-2950_____

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.

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 sub-consultant 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 sub-consultant) 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 sub-consultant 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 sub-consultant, 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 sub-consultant 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 sub-consultant 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

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

By: _____
Lisa Lurie, Executive Director

:

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.

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

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

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

5. 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.

i. [OPTIONAL– FOR CONSTRUCTION CONTRACTS (additional requirements may apply – consult legal counsel:]

Surety Bonds. Consultant shall provide the following Surety Bonds:

- Bid bond
- Performance bond
- Payment bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety,

authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

RESOURCE
CONSERVATION DISTRICT
OF SANTA CRUZ COUNTY

820 Bay Avenue, Suite 136
Capitola, California 95010
tel 831.464.2950
www.rcdsantacruz.org

PV Water Agricultural Water Conservation Program 2024-2027

Provided by the Resource Conservation District of Santa Cruz County (RCDSCC)
in partnership with PV Water and UC Cooperative Extension

Background: The RCDSCC has a successful history of working in partnership with PV Water, UC Cooperative Extension (UCCE), the USDA Natural Resources Conservation Service, and leveraging funding from State agencies (California Department of Food and Agriculture, Department of Conservation) and other local partners to deliver technical assistance to growers in the Pajaro Valley for improving irrigation efficiency. Since 2014, the PV Water Conservation Program has grown to provide irrigation efficiency assistance to an average of 20-25 growers per year. Between 2021 and 2023 the program served 33 different farming operations represented in 45 different fields or plantings, covering a total of 1,363 acres in the valley. The RCDSCC and UCCE work with growers throughout the growing season to track water use on the farm, to evaluate irrigation efficiency, and provide regular feedback and recommendations to improve irrigation efficiency and scheduling decisions. This work builds on decades of collaboration between the RCDSCC, growers, landowners, and many partners working to conserve water, soil, nutrients and reduce aquifer overdraft in the Pajaro Valley.

Summary: The RCDSCC will perform outreach and education to increase farmer/grower awareness of ground water issues, facilitate grower access to conservation resources, and target technical and financial assistance to maximize opportunities for water conservation. Technical assistance offered to growers on a voluntary basis may include distribution uniformity evaluations (following UCCE protocol), pressure distribution assessments (simplified and faster version of a standard DU evaluation), one-on-one trainings and technical assistance on irrigation system operation and maintenance, water use monitoring, soil moisture monitoring, assistance with irrigation scheduling and CropManage software support, irrigation system trials (conversion to or trial of more efficient system components), and group trainings in Spanish for irrigators. The proposal for 2024-2027 also continues to include an annual budget for grower rebates to incentivize implementation of new irrigation equipment or practices that can achieve water conservation as recommended by the technical team. The number of implementation sites (rebate beneficiaries) will be dependent upon the demand, scale, and cost of selected services, the targeted amount is 8-15 per year. The RCDSCC will continue to collaborate with PV Water staff and partners to develop and implement strategies to identify and recruit priority participants that have relatively high conservation potential. The RCDSCC will coordinate with broader community stakeholders to assess supplemental conservation activities that may also contribute to the conservation goal. The following scope of work and budget includes a subcontract with UCCE, who continues to be a key technical service provider, trainer, and advisor.

Timeline: April 1, 2024 – June 30, 2027

RCD Budget: $ 1,073,930.54

The total includes work to be performed by RCD, a subcontract with UCCE staff, and costs for supplies and operating expenses. The proposed budget and scope of work are for a 3.25 year period (39 months) and can be adjusted for different time periods.

820 Bay Avenue, Suite 136
Capitola, California 95010
tel 831.464.2950
www.rcdsantacruz.org

The RCDSCC will also continue to leverage matching funds from other sources (e.g. CDFA) to support implementation of the water conservation program and sustain full-time employment positions within the RCDSCC Ag team throughout the duration of the new agreement. More details on available matching funds are provided in the budget detail section below.

Scope of Work

Task 1. Conservation Outreach and Education

Conservation outreach and education: Perform outreach to raise farmer/grower awareness of ground water issues and the 5,000 acre-feet/year conservation goal. Reach out to and enroll participating growers to receive irrigation efficiency technical assistance services. Facilitate grower access to conservation resources. Contribute to published media such as newsletters and web pages. Coordinate and deliver group workshops and trainings to growers and/or irrigators in both Spanish and English.

Deliverables: Quarterly summaries of outreach activities and reporting of numbers of ranches, crops and acres enrolled; Periodic contribution to conservation webpages and/or newsletters; One CropManage workshop per year in coordination with UCCE; 1-2 group Irrigator Trainings per year (leveraging CDFA-WETA funding as match); Program overview and grower enrollment during the annual CDS Irrigator Training.

Task 2. Partner and stakeholder engagement

Maintain communication and collaborate with partners and stakeholders to ensure that conservation initiatives in the Pajaro Valley are aligned, coordinated, reflective of the needs and interests of stakeholders, and that resources are leveraged when possible; Facilitate adaptive management of conservation programs.

Deliverables: Quarterly summaries of resources leveraged (i.e external grants awarded) and stakeholder group engagements.

Task 3. Irrigation Efficiency Technical Assistance

Provide one-on-one technical assistance, trainings with growers, ranch managers and/or irrigators to optimize irrigation efficiency. Services offered may include but are not limited to:

- Irrigation system efficiency evaluations (can be standard DU evaluations or simplified/time efficient pressure assessments) including data analysis and graphic reports for growers with recommendations for behavior changes/practices/upgrades to implement;
- Technical assistance and rebate recommendation & referrals to successfully implement recommendations;
- Post-implementation evaluations to measure improvements; change in practices.
- In-situ training and educating irrigators on tools and practices that help improve system performance.
- Irrigation scheduling evaluations, consultations, and data sharing with growers and/or ranch managers; and
- In-situ training and educating growers, ranch managers and irrigators in the use of tools and technology to inform decision-making about irrigation scheduling.

Deliverables: Quarterly summaries of technical assistance activities; irrigation system evaluations; and water conservation rebate recommendations/requests processed.

Task 4. Program Development and Evaluation

820 Bay Avenue, Suite 136
Capitola, California 95010
tel 831.464.2950
www.rcdsantacruz.org

Coordinate with PV Water staff, UCCE, partners and stakeholders to improve existing program and develop new conservation strategies. Build local capacity and obtain additional resources to support conservation in the Pajaro Valley. Evaluate and attempt to quantify, the effectiveness of the irrigation efficiency program in achieving water conservation on individual ranches, where technical assistance is provided and work with PV Water staff to evaluate conservation progress on a basin-wide scale.
Deliverables: Updates on conservation progress included in annual updates to the PV Water Board of Directors.

Task 5. Program Administration and Reporting

Contract administration and quarterly invoicing. Quarterly reporting, and annual progress presentations to the PV Water Board of Directors. Coordinate with and manage sub-contracted technical service providers (UC Cooperative Extension) to perform technical services, and to assist with data processing to identify high priority sites and to evaluate program outcomes. Develop or assist with grant applications that support water conservation in the PV basin. Coordinate financial assistance for eligible growers by processing rebates for implementing recommendations made by RCDSCC or its sub-contractors (estimated rebates are included in a separate budget).
Deliverables: quarterly invoices, quarterly reports, annual presentations, Quarterly summaries of rebates provided to growers for implementing recommendations.

Budget Summary

Line Item	Cost per Year	Total Cost
RCDSCC Personnel	$ 226,957.35	$ 680,872.08
Professional Services (UCCE)	$ 60,000.00	$ 180,000.00
Operating Expenses (technical supplies, mileage, cellular data plan)	$ 10,415.00	$ 31,245.00
Indirect Cost (20.38%)*	$ 60,604.49	$ 181,813.46
Total Request	**$ 357,976.85**	**$ 1,073,930.54**

***Note on Indirect Costs (and fringe benefits):**

Indirect costs are applied to all RCD direct costs (personnel and operating expenses), and only the first $25,000 of each Professional Service subcontract. It is important to emphasize that indirect costs are not duplicative of or have been claimed as direct costs. The 20.38% rate used in this budget represents a 5-yr average of actual RCD indirect costs over the past 5 years. The RCD may also utilize its federally approved rate, or "NICRA" (38.71%), however for the purposes of this SOW the application of our federally approved rate would increase overall costs by approximately $30K. We can provide more details on how the NICRA rate is calculated and justified if requested.

The RCDSCC greatly values the important working partnership between PVWMA and the RCDSCC and the associated delivery of critical services to the community that this partnership supports. For reasons of sound management and responsible stewardship, the RCDSCC endeavors to recover from every contract or award the full cost of the facilities and administrative services which support it. The RCD recovers these indirect costs through the application of rates applied to each award's direct costs. For non-federal awards, it is the

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RCDs policy to attempt to recover the maximum possible indirect costs. Indirect costs represent the expenses to the RCDSCC of doing business that are not readily identified with a particular revenue source, contract, project function or activity, but are the necessary organizational costs and support the general operation of our organization to conduct the activities we perform. The failure to burden contracts and awards with their applicable share of these costs forces the RCD to pay for them and diverts resources from other approved and budgeted RCD functions and priorities. In rare cases, there may be compelling circumstances where exceptions to this policy may be warranted, however overall insufficient reimbursement of indirect costs reduces the RCDs ability to operate at its highest quality capacity in a reliable and sustainable way. Indirect costs used in the calculation of the RCDs indirect cost rate may include but are not limited to expenses associated with rent, utilities, office supplies, legal services, and annual audits. It also includes personnel costs for overseeing fiscal and personnel management and guiding overall development and implementation of RCDSCC programs and projects.

Fringe benefits, on the other hand, are direct costs calculated based on the number of direct staff hours billed to the funding agency to complete the proposed work. These costs include costs associated with payroll taxes (social security/Medicare), medical/dental/vision insurance, unemployment insurance, and workers compensation and retirement.

Additional Conservation Costs not included in RCD Budget: $300,000

RCDSCC recommends that PV Water manage a separate, additional budget of $300,000 to continue to fund the conservation rebate program at $100,000 per fiscal year or $300,000 for the length of the contract.

Budget Detail

In this budget the total request is evenly split between the 3 years (for simplicity), even though year 3 will have an extra quarter from April 1st through June 30th of 2027. We anticipate that any potential shortcomings in Yr3 will be avoided by leveraging matching funds from at least two different sources during Yr1, as described in the table below. Matching funds in year 1 will allow RCDSCC to bill less heavily on the PV Water contract, and bank funding for years 2 and 3.

RESOURCE CONSERVATION DISTRICT OF SANTA CRUZ COUNTY

820 Bay Avenue, Suite 136
Capitola, California 95010
tel 831.464.2950
www.rcdsantacruz.org

Personnel (Salary)	Name	Hourly Rate ($/hr)	FTE%	Total Hrs	YR 1 $	YR 2 $	YR 3 $	3yr Total $
Program Manager	Sacha Lozano	$ 91.00	10	625	$ 18,958.33	$ 18,958.33	$ 18,958.33	$ 56,875.00
Program Specialist - Technical	Dan Hermstad	$ 79.20	31.27	1950	$ 51,480.00	$ 51,480.00	$ 51,480.00	$ 154,440.00
Program Assistant - Field Tech	Alfredo Cortes	$ 49.60	53.9	3360	$ 55,552.00	$ 55,552.00	$ 55,552.00	$ 166,656.00
Program Assistant - Field Tech	Cameron McDonald	$ 49.60	53.9	3360	$ 55,552.00	$ 55,552.00	$ 55,552.00	$ 166,656.00
Executive Director	Lisa Lurie	$ 124.20	1.35	84	$ 3,477.60	$ 3,477.60	$ 3,477.60	$ 10,432.80
Director of Finance	Arianne Rettinger	$ 107.40	0.2	12	$ 429.60	$ 429.60	$ 429.60	$ 1,288.80
Executive Assistant	Tangi Chapman	$ 70.80	2.5	156	$ 3,681.60	$ 3,681.60	$ 3,681.60	$ 11,044.80
Subtotal Personnel Salary					**$ 189,131.13**	**$ 189,131.13**	**$ 189,131.13**	**$ 567,393.40**
Benefits		**Rate**			**$**	**$**	**$**	**$**
Program Manager	Sacha Lozano	20%			$ 3,791.67	$ 3,791.67	$ 3,791.67	$ 11,375.00
Program Specialist - Technical	Dan Hermstad	20%			$ 10,296.00	$ 10,296.00	$ 10,296.00	$ 30,888.00
Program Assistant - Field Tech	Alfredo Cortes	20%			$ 11,110.40	$ 11,110.40	$ 11,110.40	$ 33,331.20
Program Assistant - Field Tech	Cameron McDonald	20%			$ 11,110.40	$ 11,110.40	$ 11,110.40	$ 33,331.20
Executive Director	Lisa Lurie	20%			$ 695.52	$ 695.52	$ 695.52	$ 2,086.56
Director of Finance	Arianne Rettinger	20%			$ 85.92	$ 85.92	$ 85.92	$ 257.76
Executive Assistant	Tangi Chapman	20%			$ 736.32	$ 736.32	$ 736.32	$ 2,208.96
Subtotal Benefits					**$ 37,826.23**	**$ 37,826.23**	**$ 37,826.23**	**$ 113,478.68**
Contractual	**Contract lead**				**$**	**$**	**$**	**$**
Subcontractor - UCCE	Dr. Michael Cahn				$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 180,000.00
Subtotal Contractual					**$ 60,000.00**	**$ 60,000.00**	**$ 60,000.00**	**$ 180,000.00**
Other Expenses		**Rate**	**Qty**		**$**	**$**	**$**	**$**
Supplies		$ 5,000.00	3		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 15,000.00
Mileage		$ 0.67	13500		$ 3,015.00	$ 3,015.00	$ 3,015.00	$ 9,045.00
Cellular Data Plan		$ 2,400.00	3		$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 7,200.00
Subtotal Other					**$ 10,415.00**	**$ 10,415.00**	**$ 10,415.00**	**$ 31,245.00**
INDIRECT COSTS		**Rate**	**Total Direct**					
Indirect Costs		20.38%	$ 892,117.08		**$ 60,604.49**	**$ 60,604.49**	**$ 60,604.49**	**$ 181,813.46**
TOTAL					**$ 357,976.85**	**$ 357,976.85**	**$ 357,976.85**	**$ 1,073,930.54**

Matching funds

Funding Source	Yr1	Yr2	Yr3	Total
CDFA-WETA	$250,000.00	NA	NA	$250,000.00
CARCD: CDFA-SCBG KTA	$40,000.00	NA	NA	$40,000.00
Other	NA	TBD	TBD	TBD

MEMORANDUM

DATE: March 15, 2024
MEETING OF: March 20, 2024
TO: Board of Directors
FROM: General Manager
RE: **DISCUSSION / ACTION ITEM 11B:** Consider Appointing a Representative and an Alternate to Serve on the Santa Cruz County Flood Control and Water Conservation District, Zone 7, Board of Directors

BACKGROUND

The Pajaro Valley Water Management Agency (PV Water) Board of Directors (Board) is entitled to have a Director and an Alternate serve on the Santa Cruz County Flood Control and Water Conservation District, Zone 7, Board of Directors. Director Culbertson is the most recent PV Water Director to serve on the Zone 7 Board. Due to some confusion surrounding the relatively newly formed Pajaro Regional Flood Management Agency, the PV Water Board did not appoint a representative in January 2024. Santa Cruz County staff recently wrote to GM Lockwood to inquire about a PV Water representative to serve on the Zone 7 Board.

STAFF RECOMMENDATION

The Board consider appointing a Director and Alternate serve on the Zone 7 Board of Directors.

FISCAL IMPACT

None.

ATTACHMENTS

- None

MEMORANDUM

DATE: March 15, 2024
MEETING OF: March 20, 2024
TO: Board of Directors
FROM: General Manager
RE: **DISCUSSION/ACTION ITEM 11C:** Consider Approval of General Manager Compensation Adjustment per Existing Employment Agreement

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BACKGROUND

The PV Water Board of Directors and the General Manager entered into an employment agreement on July 1, 2017. The agreement was last modified on June 17, 2020.

DISCUSSION

This item will be presented by Agency Counsel.

2024 Production Monthly Summary as of February

All totals are in Acre Feet

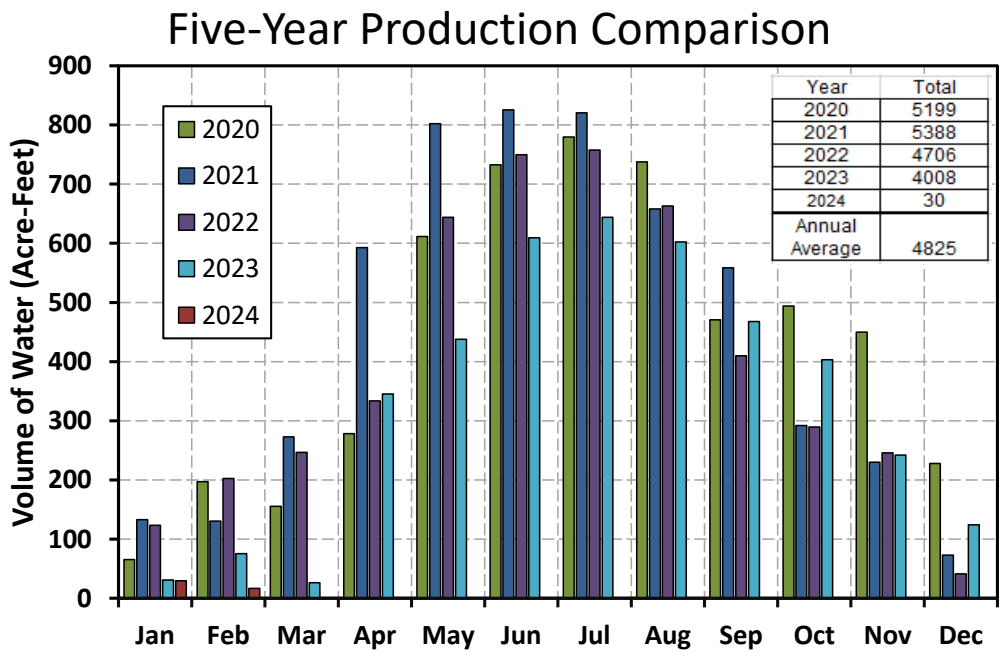
	January	February	March	April	May	June	July	August	September	October	November	December	Individual Totals
Harkins Slough Project:													
Diverted to Recharge Basin	0.00	141.80	0.00	0.00	0.00								**141.80**
Coastal Distribution System (CDS):													
Well Production													
Recovery Wells	1.74	0.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**2.26**
Blend Wells													
SW #1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SW #2	0.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.18
Blend Wells Subtotal	0.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.18**
RWF Blend (See Breakdown Below)	27.74	16.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**44.01**
CDS Total	29.66	16.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**46.45**

Approximate Recycled Water Blend Breakdown:

Estimated Recycled Water	27.74	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27.93
RWF No_1 (potable)	0.00	16.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.07

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

Well 860 (Harvest Dr.)	0.000	0.000											0.00



2024 Production Percentages:			
Recovery Wells	**Supplemental Wells**	**Recycled Water**	**Potable Water**
5%	**0%**	**60%**	**35%**

*Preliminary, Subject to Revision

March 2024 Board Meeting			
RECEIVED			
DATE	TO	FROM	SUBJECT
2/28/2024	Brian Lockwood	Roger Van Hor, County of Monterey Health Department	Invitation to be a member of County of Monterey Drought Task Force

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

February 28, 2024

Dear Brian Lockwood,

We would like to invite you to be involved in the development of the County of Monterey Drought Resilience Plan (DRP) as a member of our County of Monterey Drought Task Force. I've attached a brief description of the program and its background, as well as a chart of proposed Task Force members and openings for your consideration. We feel your experience and expertise will be instrumental in helping us develop the DRP, providing our communities with a plan to navigate future drought events.

If you are interested in being part of this Task Force and have any further questions about the drought legislation, county drought planning, or your prospective participation in the Task Force, please don't hesitate to reach out to me with any question. Thank you so much for considering a role in this important planning effort. We hope you will join us! We will be reaching out to you soon with dates for our first meeting.

Sincerely,

Roger Van Horn, REHS
Supervising Environmental Health Specialist, Drinking Water Protection Services (DWPS)
Monterey County Environmental Health Bureau
831-755-4763
vanhornrw@co.monterey.ca.us

Description of Senate Bill 552

In September 2021, California Governor Gavin Newsom signed into law Senate Bill (SB) 552, which assigned new responsibilities and requirements at the State of California

Description of the Drought Resilience Plan

SB 552 requires counties to prepare a County Drought Resilience Plan (County DRP) to achieve meaningful and long-term improvements in water resilience for their residents. Each county plan includes information about available data and tools compiled by state agencies, short-term response actions, long-term mitigation strategy and actions, and other drought supporting capacities. SB 552 provides the flexibility for counties to develop a County DRP as one stand-alone plan, or as a collection of existing county plans, such as a LHMP (Local Hazard Mitigation Plan), emergency operations plan, climate action plan, or general plan.

A County DRP is meant to support a county in facilitating drought and water shortage preparedness for state small water systems and domestic wells within a county's jurisdiction.

Description of Task Force

SB 552 requires counties to establish a standing task force, or an alternative process, that facilitates drought and water shortage preparedness for state small water systems and domestic wells within each county's jurisdiction. A county shall invite representatives from the state and other local governments, including groundwater sustainability agencies, and community-based organizations, local water suppliers, and local residents, to participate in the task force.

Task Force Membership

A task force is an organizational structure that plans, maximizes participation and engagement, encourages consistency over time, and makes efficient use of time and money. In the context of SB 552, the intent of the Task Force, at a minimum, is to lead the preparedness planning for state small water systems and domestic wells against droughts or water shortages that could be caused by droughts, wildfires, or water quality issues. Since SB 552 only provides initial guidance on the membership of the task force, counties have some flexibility in determining the structure and representation for the membership.

Task Force Responsibilities

The task force is not directly assigned responsibility for developing the County DRP, it can lead or advise the plan development, to provide continuity and consistency. The task force facilitates drought planning and provides meaningful contributions to the planning process. The main role of the task force, or alternative process, will be to facilitate drought and water shortage preparedness, as illustrated by the disaster risk management framework. Lessons learned are captured and applied to future planning, to continuously update short-term response actions and long-term mitigation strategy captured in the County DRP. Counties shall consult with their task force, or alternative process, to coordinate County DRP development. In addition to advising County DRP development, the task force may also share findings and recommendations related to drought and water shortage planning efforts with the community.

PROPOSED DROUGHT TASK FORCE

Aaron Bierman—Hydrogeologist
Amy Woodrow—Water Resources Agency
Brian Lockwood—PVWMA
Chad Fischer—DDW SAFER Unit # 3
Craig Spencer—Planning and Community Development Department
Emily Gardner—Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)
Eric Tynan—Castroville Community Service District
Heather Lukacs—Community Water Center
Horacio Amezquita—General Manager San Jerardo Corp
Jonathan Lear—MPWMD
Jonathan Weininger—DDW
Kelsey Scanlon—Office of Emergency Services
Kjia Rivers—Community-Based Organizations
Marla Anderson—Well owner, 14 home water system
Nancy Isakson—Water advocate
Piret Harmon—Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)
Russ Hatch—Owner, MCSI
Steve McIntyre—Monterey Pacific south county farmer
Stephanie Locke—MPWMD
Thomas Adcock—Alisal Water Corp Alco Water Service