

PAJARO/SUNNY MESA
COMMUNITY SERVICES DISTRICT
136 San Juan Road, Royal Oaks, CA 95076
O (831) 722-1389 | Fax (831) 722-2137
www.pajarosunnymesa.com

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
DISTRICT CONFERENCE BOARD ROOM
136 SAN JUAN ROAD, ROYAL OAKS, CA 95076

JANUARY 23, 2025
5:30 P.M.

The Pajaro/Sunny Mesa Community Services District welcomes you to its meetings regularly scheduled on the fourth Thursday of each month, and your interest and participation is encouraged and appreciated.

Contact the District office at the email address or telephone number above if you believe you require any modification or accommodation for any disability which might impair your ability to participate in the meeting.

Members of the public may join the meeting from their computers via Zoom Meeting by entering the following link: <https://us06web.zoom.us/j/84905429412?pwd=FbBwp0W98npeY0wQYaiRI2FI1xWIIY.1> or by calling 1 (669) 444-9171 and when prompted, enter meeting ID: 849 0542 9412# and passcode 583361#. A link to the Zoom Meeting may also be found on our District's home page at www.pajarosunnymesa.com identified as "Board Meeting Zoom Link" You may submit written comments in writing either at District Office in person or by email info@pajarosunnymesa.com through and including the time of the meeting.

Documents provided to the District after the agenda has been published will be available at the District office and available for photocopying during ordinary business hours as Public Records at the cost set by resolution by the Board from time to time. This is ordinarily \$.25 per page. Documents provided to the Board for agenda items will ordinarily be placed on the District website if time permits. Otherwise, late documents will be provided to the Board at the meeting and a copy placed with the agendas available to the Public at Board meetings.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Pajaro Sunny Mesa Community Services District at (831) 722-1389 before the meeting to allow the District to make reasonable accomodations.

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER AND ROLL CALL

- o (11/27) President Paul Anderson _____
- o (11/25) Vice President Donald Olsen _____
- o (11/25) Secretary Clinton Miller _____
- o (11/25) Assistant Secretary Sanford Coplin _____
- o (11/27) Treasurer Donald Chesterman _____

<u>ADMINISTRATIVE STAFF:</u>	General Manager Judy Vazquez-Varela _____
	Operations Manager Sergio Ochoa _____
	Bookkeeper Amy Saldate _____
	Recorder Rocio Fernandez _____
<u>DISTRICT COUNSEL:</u>	Heidi Quinn _____

P/SMCSD REGULAR BOARD MEETING AGENDA – January 23, 2025**3. ADDITIONS TO AGENDA [SUBDIVISION (b), CALIFORNIA GOVERNMENT CODE § 54954.2]**

The Board may act on items of business not appearing on the posted agenda if (1) three members determine that an emergency (as defined in California Government Code Section 54956.5 exists), and (2) two-thirds vote of the members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present, find a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted.

4. COMMENTS FROM PUBLIC OR MEMBERS OF BOARD ON ITEMS NOT ON AGENDA

Any person may address the Board on any item not on the agenda when recognized by the Board President. Any Board member may comment on any item not on the agenda.

ACTION ITEMS**Consent Agenda**

Any person may comment on any item on the consent agenda.

1. REVIEW AND APPROVE DRAFT MINUTES OF DECEMBER 19, 2024, REGULAR MEETING

Approval of draft minutes for Regular Meeting on 12/19/2024¹

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- (11/27) President Paul Anderson _____
- (11/25) Vice President Donald Olsen _____
- (11/25) Secretary Clinton Miller _____
- (11/25) Assistant Secretary Sanford Coplin _____
- (11/27) Treasurer Donald Chesterman _____

2. REVIEW AND APPROVE JANUARY PAYMENTS (CHECK LISTING)

Approval of January Payments (Check Listing)

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- (11/27) President Paul Anderson _____
- (11/25) Vice President Donald Olsen _____
- (11/25) Secretary Clinton Miller _____
- (11/25) Assistant Secretary Sanford Coplin _____
- (11/27) Treasurer Donald Chesterman _____

Old Business:**1. CONSIDER APPROVING THE RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT BETWEEN THE COUNTY OF MONTEREY AND PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT**

- Copy of Right of Entry and Indemnification Agreement between the County of Monterey and Pajaro/Sunny Mesa Community Services District with District Counsel review.

¹ *Robert's Rules of Order Newly Revised, 12th edition* says: "It should be noted that a member's absence from the meeting for which minutes are being approved does not prevent the member from participating in their correction or approval." 41:11. A newly elected member may vote to approve minutes for a meeting held before the member was appointed, and a member who was not present at a meeting also has the right to move approval of the minutes of that meeting.

See also <https://jurassicparliament.com/approving-minutes-if-you-were-absent/>

P/SMCSD REGULAR BOARD MEETING AGENDA – January 23, 2025

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Right of Entry and Indemnification Agreement

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

- Roll Call Vote:
- o (11/27) President Paul Anderson _____
 - o (11/25) Vice President Donald Olsen _____
 - o (11/25) Secretary Clinton Miller _____
 - o (11/25) Assistant Secretary Sanford Coplin _____
 - o (11/27) Treasurer Donald Chesterman _____

2. CONSIDER APPROVING THE RESPONSE LETTER TO MOSS LANDING COMMERCIAL PARK

- Copy of response letter

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Response Letter to Moss Landing Commercial Park

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

- Roll Call Vote:
- o (11/27) President Paul Anderson _____
 - o (11/25) Vice President Donald Olsen _____
 - o (11/25) Secretary Clinton Miller _____
 - o (11/25) Assistant Secretary Sanford Coplin _____
 - o (11/27) Treasurer Donald Chesterman _____

3. CONSIDER APPROVING THE RESPONSE LETTER TO PARKS LEGACY PROJECT

- Copy of response letter

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Response Letter to Parks Legacy Project

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

- Roll Call Vote:
- o (11/27) President Paul Anderson _____
 - o (11/25) Vice President Donald Olsen _____
 - o (11/25) Secretary Clinton Miller _____
 - o (11/25) Assistant Secretary Sanford Coplin _____
 - o (11/27) Treasurer Donald Chesterman _____

P/SMCSD REGULAR BOARD MEETING AGENDA – January 23, 2025

New Business:

1. REVIEW AND APPROVE DRAFT FINANCIAL REPORTS FOR DECEMBER 2024

- Financial notes
- Report from Staff

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Draft Financial Reports for December 2024

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/27) President Paul Anderson _____
- o (11/25) Vice President Donald Olsen _____
- o (11/25) Secretary Clinton Miller _____
- o (11/25) Assistant Secretary Sanford Coplin _____
- o (11/27) Treasurer Donald Chesterman _____

2. CONSIDER APPROVAL OF RESOLUTION NO. 01-01-25 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD AND DESIGNATE THE GENERAL MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE SPRINGFIELD WATER SYSTEM IMPROVEMENTS PROJECT

- Copy of Draft Agreement
- Grant Agreement Resolution

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Resolution No. 01-01-25

Motioned by: Director _____ Seconded by: Director _____
 Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
 Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/27) President Paul Anderson _____
- o (11/25) Vice President Donald Olsen _____
- o (11/25) Secretary Clinton Miller _____
- o (11/25) Assistant Secretary Sanford Coplin _____
- o (11/27) Treasurer Donald Chesterman _____

3. CONSIDER APPROVAL OF DESIGN-BUILD PROCUREMENT METHOD AND SELECTION CRITERIA FOR THE PAJARO-SUNNY MESA-SPRINGFIELD AREA REGIONAL CONSOLIDATION PROJECT (PSMS)

- Copy of the Request for Qualifications

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve of Design-Build Procurement Method and Selection Criteria for the PSMS Project

P/SMCSD REGULAR BOARD MEETING AGENDA – January 23, 2025

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/25) President Donald Olsen _____
- o (11/25) Vice President Sanford Coplin _____
- o (11/27) Secretary Paul Anderson _____
- o (11/25) Assistant Secretary Clinton Miller _____
- o (11/27) Treasurer Donald Chesterman _____

STAFF/COMMITTEE REPORTS: (INFORMATION ONLY, NO ACTION)

This part of agenda is for the Staff to report to the Board on District operations however no action is agendized and no action may be taken other than asking for an action item to be brought to the Board at a future meeting.

1. Delany WC Feasibility Study
 - Progress Report
2. District Operations Report
3. Usage Comparison Report 2023/2024

CLOSED SESSION:

A. NONE

MOTION TO ADJOURN

Next Board meeting date: February 27, 2025

Motioned by: Director _____ Seconded by: Director _____
Ayes: _____ Noes: _____ Absent: _____ Abstained: _____
Motion passed: _____ Motion Failed: _____

Roll Call Vote:

- o (11/27) President Paul Anderson _____
- o (11/25) Vice President Donald Olsen _____
- o (11/25) Secretary Clinton Miller _____
- o (11/25) Assistant Secretary Sanford Coplin _____
- o (11/27) Treasurer Donald Chesterman _____

Adjournment Time: _____ p.m.

MINUTES

The regular meeting of the Pajaro/Sunny Mesa Community Services District Board of Directors was called to order at 5:30 pm on December 19, 2024.

ROLL CALL: President Donald Olsen
Vice President Sanford Coplin
Secretary Paul Anderson
Assistant Secretary Clinton Miller
Treasurer Donald Chesterman

ADMINISTRATIVE STAFF: General Manager Judy Vazquez-Varela
Operations Manager Sergio Ochoa
Bookkeeper Amy Saldate
Recorder Rocio Fernandez

ABSENT DIRECTOR(S) & STAFF: None

DISTRICT COUNSEL: Absent

ADDITION(S) TO AGENDA: None

PUBLIC IN ATTENDANCE:

Marilyn Vierra, Supervisor Church Office Chief of Staff, Margie Kay with Elkhorn Community

PUBLIC COMMENTS: None

Action Items

1. Consider and approve the Minutes of November 21, 2024, Special and Regular Board Meeting

Director Anderson found a discrepancy in the Springfield Project report stating 30% drawings and in another report 100% drawings and would like to have that clarified. Director Anderson asked how Denise Duffy and Associates will be paid, General Manger responded that payments for services provided by Denise Duffy and Associates will be funded by the grant.

The motion was made by Director Chesterman and seconded by Director Miller to approve the Special and Regular Board Meeting Minutes of November 21, 2024 with edits. Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; C. Miller; D. Chesterman
Noes: None
Absent: None
Abstain: P. Anderson

MINUTES OF REGULAR BOARD MEETING – December 19, 2024

2. Review and Approve December 2024 Payments

- 1. General Fund 633: Total of \$0.00
- 2. Operating Account: Check No. 26020 through Check No. 26054 totaling \$212,653.82
- 3. Reserve Account: Check No. 127 totaling \$1,730.20
- 4. Street Maintenance Account: Total of \$1,069.35
- 5. Pajaro Park Account: Total of \$1,662.82
- 6. COP 2010 Account: Total of \$0.00
- 7. Debt Service Reserve Account: Total of \$0.00

Director Miller mentioned the increases to membership dues and asked for the Special Districts increase, Bookkeeper Saldate replied that we saw an approximate 5% increase.

A motion was made by Director Coplin and seconded by Director Chesterman to approve the December 2024 payments. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
	Noes:	None
	Absent:	None
	Abstain:	None

OLD BUSINESS: None

NEW BUSINESS: (Action Items)

1. Review and consider approving financial reports for November 2024

Bookkeeper Saldate reported to the Board of Directors that the Water Revenue of November was 100% of budget projection. In the Indirect Expenses, the District saw an increase in Small Tools Repair and Maintenance due to the calibration of our backflow assembly test kit. The Automotive Repair and Maintenance account saw an increase due to the 2009 Chevrolet service. In the Direct Expenses, Water System Repair and Maintenance account saw a decrease due to low required repairs.

The Total Income surpassed Total Expenses by \$80,092. November's Cash was more than October's Cash by \$14,854. November's cash on hand was \$1,420,804.

The Net Income was above projected monthly budget due to low expenses and water system repair and maintenance.

Director Coplin requested a Reserve account update. Staff will provide the update at the February Board Meeting.

MINUTES OF REGULAR BOARD MEETING – December 19, 2024

A motion was made by Director Anderson and seconded by Director Miller to approve the financial reports for November 2024. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
	Noes:	None
	Absent:	None
	Abstain:	None

2. Review and consider approving the 2023-2024 Draft Financial Audit Presentation and consider approval of Audit

Audit presentation by Alex Tinoco of Bianchi, Kasavan and Pope they provided an unmodified clean opinion which is the highest level of insurance that an auditor can provide. Mr. Tinoco provided the Board of Directors with an Auditor's Communication Letter which explains financial standards. He explained that the team did not encounter any issues in performing the audit and that the Financial Statements were in accordance with general accepted accounting principles. Internal controls were tested resulting in appropriate controls for the size of our District. Director Miller had a concern regarding the District not fully accounting for the extent of damage during the flood and would like to know how this can be prevented in future disasters. Mr. Tinoco replied it is difficult to determine a financial impact District would need to work with Insurance Adjusters or FEMA to provide an estimate and is difficult to determine the true impact. Bookkeeper Saldade asked Mr. Tinoco to state the District financial standing from Statement of Cash Flow, net increase in cash position and moving in the right path.

A motion was made by Director Anderson and seconded by Director Coplin to approve the 2023-2024 Draft Audit as presented. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
	Noes:	None
	Absent:	None
	Abstain:	None

3. Review and consider approving Resolution No. 12-01-24 Adopting Calendar Year Regular Meeting Schedule

No discussion.

A motion was made by Director Chesterman and seconded by Director Olsen to approve Resolution No. 12-01-24 Adopting Calendar Year Regular Meeting Schedule. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
	Noes:	None
	Absent:	None
	Abstain:	None

MINUTES OF REGULAR BOARD MEETING – December 19, 2024

4. Elect Board Officers for 2025

Election of Officers for 2025 concluded as follows:

Office: President-Paul Anderson
 Office: Vice President-Donald Olsen
 Office: Secretary-Clinton Miller
 Office: Assistant Secretary-Sanford Coplin
 Office: Treasurer-Donald Chesterman

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

5. Review and consider Water Supply Request from Moss Landing Commercial Park and Provide Direction to Staff

The General Manager provided District historical relationship with the Moss Landing Commercial Park. She also stated that currently the District does not have a need for the water being offered for purchase, as the District has a reliable source and back up source. Director Coplin suggested that the District Counsel write a letter to the Moss Landing Commercial Park informing him that we do not want the District name in any Moss Landing Commercial Park business. Director Chesterman asked if the water purchased was unsolicited? General Manager responded that a previous request was not found only the historical information provided today. Director Anderson requested to have District Counsel draft a letter in response to the request from Mr. Agha and bring it back to the Board for review.

A motion was made by Director Chesterman and seconded by Director Anderson to have District Counsel draft a letter in response to the request from Mr. Agha stating that the District is not interested in purchasing water and to not utilize District name in any Moss Landing Commercial Park business and bring it back to the Board for review.

Motion carried.

Roll Call Vote: Ayes: D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
 Noes: None
 Absent: None
 Abstain: None

6. Review and consider request from Parks Legacy Project (PLP) and provide direction to Staff

Director Olsen mentioned the request from Parks Legacy Project and several correspondences received from the public and an attorney representing FANS. General Manager reminded the members of the Board that the motion requested today is to direct Staff and Committee to provide a response to the request from PLP. Director Coplin recommended to hold the request from PLP until we know how the project will impact the District as other groups have been requesting water service from the District. Director Anderson would like to hold the response to the request until the Committee meets with PLP. Director Coplin mentioned that before we can consider the request, we must have a Public

MINUTES OF REGULAR BOARD MEETING – December 19, 2024

Hearing due to this being a water system acquisition and Director Chesterman agreed that we must follow our policy. Director Anderson added that because the Project does not have an EIR nor CEQA prepared this project is premature.

A motion was made by Director Anderson and seconded by Director Miller to have Staff respond to PLP stating that there is not enough information to pursue this request at this time. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
	Noes:	None
	Absent:	None
	Abstain:	None

7. Review and consider approving the Right of Entry and Indemnification Agreement between the County of Monterey and Pajaro/Sunny Mesa Community Services District, pending District Counsel review

General Manager stated that by approving the memorandum of understanding the County of Monterey will perform the replacement of the field and playground turf and repairs. There would be no need for the District to provide engineering services or formal bidding process. Ms. Vierra mentioned that there could be a potential surplus of funds that will need to be used in the Community projects by December 2025.

A motion was made by Director Anderson and seconded by Director Coplin to approve the Right of Entry and Indemnification Agreement pending District Counsel review and bring back for final approval. Motion carried.

Roll Call Vote:	Ayes:	D. Olsen; S. Coplin; P. Anderson; C. Miller; D. Chesterman
	Noes:	None
	Absent:	None
	Abstain:	None

STAFF/COMMITTEE REPORTS: (Informational Only)

- Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project PSMS
 - The first phase is approximately \$30,000,000 to provide consolidating pipeline between Pajaro and Sunny Mesa Water Systems, iron/manganese treatment facility for Pajaro Well #1, rehabilitation of Pajaro Tank #1, pump station, destruction of Sunny Mesa and Struve Rd #2 Wells, partial SCADA system, and upgrade to auto read meters.
 - The team continues working on the land acquisition and staging areas which are a key element to the design and schedule of the Project. We will be using our current well site for the project pump station.
 - The Project design is 30 percent complete. Due to the time constraint of 3 years the team is exploring an alternate form of project delivery by using design-build.
 - Director Anderson suggested using a progressive design build.

MINUTES OF REGULAR BOARD MEETING – December 19, 2024

2. Delany WC Feasibility Study

- There are 5 other small water systems that have shown interest in a potential consolidation with the Vega Rd #01 WS, totaling 44 connections.
- The State is concerned with the Vega connection fee. They cannot fund construction that has been completed. General Manger will invite the Delany group to attend our February meeting to discuss connection fee concern.

3. Springfield Consolidation Project Grant

- District Counsel is reviewing the easements and should be ready for approval at the next Board meeting.
- Bid opening is January 15, 2025, contract will be awarded at the January 23, 2025 Board meeting.

4. District Operations Report

Pajaro Park

- On December 14, 2024 a tree uprooted and damaged approximately 96 feet of fence, the tree is in the process of being removed in order to replace the damaged fence. Staff will submit a claim to ACWA/JPIA.

Multi Community Bottled Water Project

- The September and October reimbursement has been submitted.

Pajaro Long-Term Recovery

- County of Monterey Department of Emergency Management has provided a draft Memorandum of Understanding for Board to review.

Current Water System Repairs

Blackie Road #18 WS:

Langley/Valle Pacifico WS:

Moss Landing WS:

- The San Jose State University saltwater service line had a leak, we received several inquiries.
- Tank site building door was replaced on 12/5/24.

Normco WS:

- Well #1 and #2 building doors were replaced on 12/5/24.

Pajaro WS:

Springfield Road WS:

- Held pre-bid meeting on 12/2/24.

Sunny Mesa WS:

- Well #1 results have been received and submitted to DDW for approval.
- Generator failed on 11/26/24.

Vega Road #01 WS:

- Kari Lane booster station motor saver was replaced.

Vierra Estates WS:

- We received the leak inspection report, 3 customer leaks were detected, and a faulty meter was identified and will be replaced.

Parks:

MINUTES OF REGULAR BOARD MEETING – December 19, 2024

5. Usage Comparison Report 2023/2024-November

- District wide we had a 17% percent increase in usage compared to this month last year.

CLOSED SESSION:

None

NEXT BOARD MEETING:

The next Regular Board Meeting is to be held on Thursday January 23, 2025, at 5:30 pm at the District Office.

There being no further business, the Special and Regular Board Meeting of the Pajaro/Sunny Mesa Community Services District was adjourned at 6:55 pm with motion made by Director Olsen, seconded by Director Miller. Motion carried.

Respectfully submitted by:

Donald Olsen, President

Sanford Coplin, Vice President

Rocio Fernandez, Recorder

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	A/P	12/19/2024	Santa Cruz County Bank	1001 · SCCB - Operating Account		-100.00
				5390 · Bank Charges	-100.00	100.00
TOTAL					-100.00	100.00
Check	AP	12/21/2024	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Check	AP	12/31/2024	Total Merchant Services	1001 · SCCB - Operating Account		-198.95
				5391 · Credit Card Transaction Fees	-29.95	29.95
				5391 · Credit Card Transaction Fees	-169.00	169.00
TOTAL					-198.95	198.95
Check	AP	01/01/2025	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Check	AP	01/06/2025	FP Mailing Solutions-Online	1001 · SCCB - Operating Account		-1,000.00
				5245 · Postage	-1,000.00	1,000.00
TOTAL					-1,000.00	1,000.00
Check	AP	01/06/2025	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Bill Pmt -Check	AP	01/08/2025	Ace Hardware Prunedale- ACH	1001 · SCCB - Operating Account		-150.48
Bill	06161...	12/03/2024		5145 · District Wide Repair & Maint	-31.24	31.24
Bill	06161...	12/03/2024		5220 · Water System - Repair & Maint	-34.78	34.78
Bill	06163...	12/04/2024		5220 · Water System - Repair & Maint	-52.17	52.17
Bill	06169...	12/10/2024		5220 · Water System - Repair & Maint	-32.29	32.29
TOTAL					-150.48	150.48
Bill Pmt -Check	AP	01/08/2025	Ace Hardware Watsonville- ACH	1001 · SCCB - Operating Account		-220.98
Bill	234618	12/06/2024		5220 · Water System - Repair & Maint	-8.21	8.21
Bill	234669	12/10/2024		5220 · Water System - Repair & Maint	-108.62	108.62
Bill	234790	12/17/2024		5220 · Water System - Repair & Maint	-20.00	20.00
Bill	234792	12/17/2024		5220 · Water System - Repair & Maint	-31.56	31.56
Bill	234781	12/17/2024		5220 · Water System - Repair & Maint	-13.15	13.15
Bill	234950	12/28/2024		5220 · Water System - Repair & Maint	-39.44	39.44
TOTAL					-220.98	220.98
Bill Pmt -Check	AP	01/08/2025	ACWA-JPIA (med ins)-ACH	1001 · SCCB - Operating Account		-17,976.94
Bill	07049...	01/02/2025		5050 · Employee Health Insurance	-16,407.60	16,407.60
				2264 · Employee Insurance Payable	-1,569.34	1,569.34
TOTAL					-17,976.94	17,976.94
Bill Pmt -Check	AP	01/08/2025	Assoc. of CA Water Agencies-Online	1001 · SCCB - Operating Account		-12,230.00
Bill	2025 ...	01/01/2025		5320 · Membership Fees and Dues	-12,230.00	12,230.00
TOTAL					-12,230.00	12,230.00
Bill Pmt -Check	AP	01/08/2025	AT&T 3439-Online	1001 · SCCB - Operating Account		-31.57

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	JAN 2...	01/01/2025		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	01/08/2025	C & N Tractors/Rentals- ACH	1001 · SCCB - Operating Account		-39.30
Bill	1483W	12/26/2024		5230 · Park - Repair & Maint	-39.30	39.30
TOTAL					-39.30	39.30
Bill Pmt -Check	AP	01/08/2025	CALNET/ AT&T 2506	1001 · SCCB - Operating Account		-736.46
Bill	DEC s...	01/01/2025		5310 · Utilities - Well Site	-27.87	33.94
				5310 · Utilities - Well Site	-27.87	33.94
				5225 · Street Maintenance	-77.24	94.05
				5310 · Utilities - Well Site	-86.03	104.76
				5231 · Pajaro Park Expense	-54.44	66.29
				5330 · Telephone	-463.01	563.82
TOTAL					-736.46	896.80
Bill Pmt -Check	AP	01/08/2025	Charles Grosser	1001 · SCCB - Operating Account		-23.69
Bill	AutoZ...	01/03/2025		5270 · Automotive - Repair & Maint	-23.69	23.69
TOTAL					-23.69	23.69
Bill Pmt -Check	AP	01/08/2025	Chevrolet of Watsonville- Online	1001 · SCCB - Operating Account		-5,167.56
Bill	292730	12/12/2024		5270 · Automotive - Repair & Maint	-5,167.56	5,167.56
TOTAL					-5,167.56	5,167.56
Bill Pmt -Check	AP	01/08/2025	Corbin Willits Systems, Inc-Online	1001 · SCCB - Operating Account		-576.39
Bill	000C...	12/15/2024		5165 · Computer Software	-576.39	576.39
TOTAL					-576.39	576.39
Bill Pmt -Check	AP	01/08/2025	Ferguson Waterworks- ONLINE	1001 · SCCB - Operating Account		-109.24
Bill	18795...	12/05/2024		5220 · Water System - Repair & Maint	-109.24	109.24
TOTAL					-109.24	109.24
Bill Pmt -Check	AP	01/08/2025	J Johnson & Company, Inc.- ACH	1001 · SCCB - Operating Account		-4,798.86
Bill	23-00...	12/20/2024		5220 · Water System - Repair & Maint	-4,798.86	4,798.86
TOTAL					-4,798.86	4,798.86
Bill Pmt -Check	AP	01/08/2025	Linde Gas & Equipment Inc.	1001 · SCCB - Operating Account		-16.27
Bill	47104...	12/24/2024		5220 · Water System - Repair & Maint	-16.27	16.27
TOTAL					-16.27	16.27
Bill Pmt -Check	AP	01/08/2025	MBAS, Inc.- ACH	1001 · SCCB - Operating Account		-4,309.60
Bill	24110...	12/03/2024		5190 · Water Testing- Labs	-169.80	169.80
Bill	24110...	12/03/2024		5190 · Water Testing- Labs	-131.60	131.60
Bill	24110...	12/03/2024		5190 · Water Testing- Labs	-144.40	144.40
Bill	24110...	12/03/2024		5190 · Water Testing- Labs	-48.80	48.80
Bill	24110...	12/03/2024		5190 · Water Testing- Labs	-99.60	99.60
Bill	24110...	12/05/2024		5190 · Water Testing- Labs	-1,552.50	1,552.50
Bill	24110...	12/05/2024		5190 · Water Testing- Labs	-1,023.50	1,023.50
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24120...	12/05/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24110...	12/06/2024		5190 · Water Testing- Labs	-128.00	128.00
Bill	24120...	12/11/2024		5190 · Water Testing- Labs	-27.20	27.20

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	24120...	12/11/2024		5190 · Water Testing- Labs	-81.60	81.60
Bill	24120...	12/11/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24111...	12/12/2024		5190 · Water Testing- Labs	-50.80	50.80
Bill	24121...	12/16/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/16/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/16/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/17/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24121...	12/17/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/17/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24120...	12/18/2024		5190 · Water Testing- Labs	-72.20	72.20
Bill	24120...	12/19/2024		5190 · Water Testing- Labs	-99.60	99.60
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-54.40	54.40
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-27.20	27.20
Bill	24121...	12/23/2024		5190 · Water Testing- Labs	-27.20	27.20
TOTAL					-4,309.60	4,309.60
Bill Pmt -Check	AP	01/08/2025	Mid Valley Supply- ACH	1001 · SCCB - Operating Account		-1,041.52
Bill	I279185	12/17/2024		5220 · Water System - Repair & Maint	-585.81	585.81
				5220 · Water System - Repair & Maint	-195.27	195.27
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-130.26	130.26
TOTAL					-1,041.52	1,041.52
Bill Pmt -Check	AP	01/08/2025	Orkin Central Coast- ACH	1001 · SCCB - Operating Account		-120.00
Bill	457520	01/02/2025		5140 · Building Repair & Maint	-120.00	120.00
TOTAL					-120.00	120.00
Bill Pmt -Check	AP	01/08/2025	Palace Business Solutions-ACH	1001 · SCCB - Operating Account		-70.33
Bill	23951...	12/12/2024		5240 · Office Supplies	-70.33	70.33
TOTAL					-70.33	70.33
Bill Pmt -Check	AP	01/08/2025	PG&E 1438-Online	1001 · SCCB - Operating Account		-1,823.55
Bill	11/21/...	12/23/2024		5310 · Utilities - Well Site	-1,823.55	1,823.55
TOTAL					-1,823.55	1,823.55
Bill Pmt -Check	AP	01/08/2025	PG&E 1826-Online	1001 · SCCB - Operating Account		-30.35
Bill	11/15/...	12/17/2024		5310 · Utilities - Well Site	-30.35	30.35
TOTAL					-30.35	30.35
Bill Pmt -Check	AP	01/08/2025	PG&E 6022-Online	1001 · SCCB - Operating Account		-21.33
Bill	11/17/...	12/18/2024		5315 · Utilities - Street Lighting	-21.33	21.33
TOTAL					-21.33	21.33
Bill Pmt -Check	AP	01/08/2025	PG&E 6857-Online	1001 · SCCB - Operating Account		-6,696.16
Bill	11/22/...	12/24/2024		5310 · Utilities - Well Site	-2,123.00	2,123.00
				5310 · Utilities - Well Site	-1,174.29	1,174.29
				5130 · Utilities - Office	-316.42	316.42
				5310 · Utilities - Well Site	-339.99	339.99
				5315 · Utilities - Street Lighting	-2,742.46	2,742.46
TOTAL					-6,696.16	6,696.16
Bill Pmt -Check	AP	01/08/2025	Preferred Pump- ACH	1001 · SCCB - Operating Account		-813.73
Bill	order ...	12/12/2024		5220 · Water System - Repair & Maint	-406.86	406.86
				5220 · Water System - Repair & Maint	-406.87	406.87

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-813.73	813.73
Bill Pmt -Check	AP	01/08/2025	Santa Cruz Answering Service-ACH	1001 · SCCB - Operating Account		-102.00
Bill	1009 ...	12/22/2024		5330 · Telephone	-102.00	102.00
TOTAL					-102.00	102.00
Bill Pmt -Check	AP	01/08/2025	Singh Computech- ACH	1001 · SCCB - Operating Account		-285.00
Bill	10467	01/07/2025		5165 · Computer Software	-285.00	285.00
TOTAL					-285.00	285.00
Bill Pmt -Check	AP	01/08/2025	Sturdy Oil Company- ACH	1001 · SCCB - Operating Account		-2,233.35
Bill	CP-00...	12/15/2024		5370 · Fuel - Trucks	-1,192.37	1,192.37
Bill	CP-00...	12/31/2024		5370 · Fuel - Trucks	-1,040.98	1,040.98
TOTAL					-2,233.35	2,233.35
Bill Pmt -Check	AP	01/08/2025	Tom's Site Service- ACH	1001 · SCCB - Operating Account		-220.11
Bill	99951	12/29/2024		5145 · District Wide Repair & Maint	-220.11	220.11
TOTAL					-220.11	220.11
Bill Pmt -Check	AP	01/08/2025	Valvoline- online	1001 · SCCB - Operating Account		-88.82
Bill	96079	12/30/2024		5270 · Automotive - Repair & Maint	-88.82	88.82
TOTAL					-88.82	88.82
Bill Pmt -Check	AP	01/08/2025	Vestis	1001 · SCCB - Operating Account		-360.94
Bill	51105...	12/05/2024		5140 · Building Repair & Maint	-122.94	122.94
Bill	51106...	12/12/2024		5140 · Building Repair & Maint	-57.53	57.53
Bill	51106...	12/19/2024		5140 · Building Repair & Maint	-122.94	122.94
Bill	51106...	12/26/2024		5140 · Building Repair & Maint	-57.53	57.53
TOTAL					-360.94	360.94
Bill Pmt -Check	AP	01/08/2025	WM / Carmel Marina - Office-Online	1001 · SCCB - Operating Account		-426.40
Bill	01009...	01/01/2025		5150 · Garbage Service	-426.40	426.40
TOTAL					-426.40	426.40
Bill Pmt -Check	AP	01/08/2025	Noland, Hamerly, Etienne & Hoss	1001 · SCCB - Operating Account		-3,986.00
Bill	inv 25...	12/16/2024		5250 · Legal Expenses	-3,986.00	3,986.00
TOTAL					-3,986.00	3,986.00
Check	AP	01/13/2025	Total Merchant Services	1001 · SCCB - Operating Account		-0.25
				5391 · Credit Card Transaction Fees	-0.25	0.25
TOTAL					-0.25	0.25
Bill Pmt -Check	AP	01/17/2025	ACWA/JPIA-Workers Comp-ACH	1001 · SCCB - Operating Account		-6,105.75
Bill	10/01/...	01/15/2025		5040 · Worker's Comp Insurance	-6,105.75	6,105.75
TOTAL					-6,105.75	6,105.75
Bill Pmt -Check	AP	01/17/2025	AT&T 1782-Online	1001 · SCCB - Operating Account		-31.57
Bill	1/7/25...	01/07/2025		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	01/17/2025	AT&T 2627-Online	1001 · SCCB - Operating Account		-31.57
Bill	1/7/25...	01/07/2025		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	01/17/2025	AT&T 6542-Online	1001 · SCCB - Operating Account		-61.81
Bill	1/7/25...	01/07/2025		5310 · Utilities - Well Site	-61.81	61.81
TOTAL					-61.81	61.81
Bill Pmt -Check	AP	01/17/2025	Bianchi Kasavan & Pope-Online	1001 · SCCB - Operating Account		-10,000.00
Bill	01116...	12/31/2024		5260 · Accounting & Bookkeeping	-10,000.00	10,000.00
TOTAL					-10,000.00	10,000.00
Bill Pmt -Check	AP	01/17/2025	Canon Financial Services Inc.	1001 · SCCB - Operating Account		-164.73
Bill	37511...	01/04/2025		5160 · Office Equip Rental	-164.73	164.73
TOTAL					-164.73	164.73
Bill Pmt -Check	AP	01/17/2025	Davis Auto Parts- ACH	1001 · SCCB - Operating Account		-32.18
Bill	29190	01/08/2025		5270 · Automotive - Repair & Maint	-32.18	32.18
TOTAL					-32.18	32.18
Bill Pmt -Check	AP	01/17/2025	Elan-Online	1001 · SCCB - Operating Account		-1,401.24
Bill	Jan St...	01/06/2025		2910 · Elan	-1,401.24	1,401.24
TOTAL					-1,401.24	1,401.24
Bill Pmt -Check	AP	01/17/2025	GreatAmerica Financial-Online	1001 · SCCB - Operating Account		-472.92
Bill	38208...	12/30/2024		5160 · Office Equip Rental	-472.92	472.92
TOTAL					-472.92	472.92
Bill Pmt -Check	AP	01/17/2025	PARS- ACH	1001 · SCCB - Operating Account		-532.97
Bill	57075	01/09/2025		5005 · Administrative Fees	-532.97	532.97
TOTAL					-532.97	532.97
Bill Pmt -Check	AP	01/17/2025	PG&E 0819-Online	1001 · SCCB - Operating Account		-8,859.13
Bill	12/4/2...	01/03/2025		5310 · Utilities - Well Site	-3,141.93	3,141.93
				5310 · Utilities - Well Site	-3,101.53	3,101.53
				5310 · Utilities - Well Site	-405.08	405.08
				5310 · Utilities - Well Site	-824.73	824.73
				5310 · Utilities - Well Site	-206.62	206.62
				5315 · Utilities - Street Lighting	-108.98	108.98
				5310 · Utilities - Well Site	-1,070.26	1,070.26
TOTAL					-8,859.13	8,859.13
Bill Pmt -Check	AP	01/17/2025	Pure Water- ACH	1001 · SCCB - Operating Account		-10,382.20
Bill	446840	01/01/2025	State Water Resources Control Board	5427 · Improvement Project-Springfield	-2,732.40	2,732.40
Bill	446841	01/01/2025	State Water Resources Control Board	5427 · Improvement Project-Springfield	-7,649.80	7,649.80
TOTAL					-10,382.20	10,382.20
Bill Pmt -Check	AP	01/17/2025	PVWMA- ACH	1001 · SCCB - Operating Account		-29,435.94
Bill	9/1/24...	12/31/2024		2325 · Payable to P.V.W.M.A.	-3,611.92	3,611.92
Bill	9/1/24...	12/31/2024		2325 · Payable to P.V.W.M.A.	-20,330.64	20,330.64
				2325 · Payable to P.V.W.M.A.	-5,493.38	5,493.38

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-29,435.94	29,435.94
Bill Pmt -Check	AP	01/17/2025	Sturdy Oil Company- ACH	1001 · SCCB - Operating Account		-3,418.35
Bill	F1913...	12/18/2024		5360 · Fuel - Generator	-350.00	350.00
Bill	F1913...	12/18/2024		5360 · Fuel - Generator	-405.01	405.01
Bill	F1911...	12/18/2024		5360 · Fuel - Generator	-189.00	189.00
				5360 · Fuel - Generator	-189.00	189.00
Bill	F1911...	12/19/2024		5370 · Fuel - Trucks	-55.09	55.09
Bill	F1911...	12/19/2024		5360 · Fuel - Generator	-330.00	330.00
Bill	F1911...	12/19/2024		5360 · Fuel - Generator	-315.01	315.01
Bill	F1911...	12/19/2024		5360 · Fuel - Generator	-378.00	378.00
Bill	F1911...	12/19/2024		5360 · Fuel - Generator	-230.24	230.24
Bill	F1911...	12/20/2024		5360 · Fuel - Generator	-422.00	422.00
Bill	F1911...	12/20/2024		5360 · Fuel - Generator	-280.00	280.00
Bill	F1911...	12/20/2024		5360 · Fuel - Generator	-275.00	275.00
TOTAL					-3,418.35	3,418.35
Bill Pmt -Check	AP	01/17/2025	USA Blue Book- ONLINE	1001 · SCCB - Operating Account		-243.65
Bill	inv 00...	01/13/2025		5145 · District Wide Repair & Maint	-243.65	243.65
TOTAL					-243.65	243.65
Check	PARS	12/24/2024	US Bank - PARS #6746022400	1001 · SCCB - Operating Account		-5,019.96
				5070 · Employee Retirement	-5,019.96	5,019.96
TOTAL					-5,019.96	5,019.96
Check	PARS	01/08/2025	US Bank - PARS #6746022400	1001 · SCCB - Operating Account		-1,784.80
				5070 · Employee Retirement	-1,784.80	1,784.80
TOTAL					-1,784.80	1,784.80
Check	PARS	01/08/2025	US Bank - PARS #6746022400	1001 · SCCB - Operating Account		-5,022.69
				5070 · Employee Retirement	-5,022.69	5,022.69
TOTAL					-5,022.69	5,022.69
Bill Pmt -Check	26082	01/08/2025	Santa Cruz County Bank	1001 · SCCB - Operating Account		-566.04
Bill	ACCT...	12/22/2024		2256 · Vehicle Loan Payable	-545.06	545.06
				5256 · Interest Exp-Financed Items	-20.98	20.98
TOTAL					-566.04	566.04

Pajaro/Sunny Mesa Community Services District
Check Detail - Reserve Account
December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	01/17/2025	Thomas E Yeager, P.E.- ACH	1002 · SCCB Reserve Account		-1,257.70
Bill	Invoic...	01/02/2025	State Water Resources Control Board Community Water Center	5427 · Improvement Project-Springfield 5442 · North of Moss Landing Proj- Exp	-1,133.95 -123.75	1,133.95 123.75
TOTAL					-1,257.70	1,257.70
Bill Pmt -Check	128	01/08/2025	PG&E	1002 · SCCB Reserve Account		-21,089.12
Bill	cust# ...	01/08/2025	Community Water Center	5427 · Improvement Project-Springfield	-21,089.12	21,089.12
TOTAL					-21,089.12	21,089.12

Pajaro/Sunny Mesa Community Services District
Check Detail- General Fund 633
December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Ch...	AP	01/08/2025	NBS- ACH		1006 · SCCB-GF 633		-1,807.31
Bill	20241...	12/20/2024			5426 · Vega Assmnt Bond Expense	-1,525.58	1,525.58
Bill	20241...	12/26/2024			5426 · Vega Assmnt Bond Expense	-281.73	281.73
TOTAL						-1,807.31	1,807.31

Pajaro/Sunny Mesa Community Services District
Check Detail - Pajaro Park Account
 December 17, 2024 through January 17, 2025

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	01/03/2025	AT&T- 2458 Paj Park Uverse	1036 · PSM Pajaro Park Acct		-79.20
Bill	acct 3...	12/13/2024		5231 · Pajaro Park Expense	-79.20	79.20
TOTAL					-79.20	79.20
Bill Pmt -Check	AP	01/08/2025	C & N Tractors/Rentals- ACH	1036 · PSM Pajaro Park Acct		-13.45
Bill	1301W	12/18/2024		5231 · Pajaro Park Expense	-13.45	13.45
TOTAL					-13.45	13.45
Bill Pmt -Check	AP	01/08/2025	CALNET/ AT&T 2506	1036 · PSM Pajaro Park Acct		-66.29
Bill	DEC s...	01/01/2025		5310 · Utilities - Well Site	-2.51	33.94
				5310 · Utilities - Well Site	-2.51	33.94
				5225 · Street Maintenance	-6.95	94.05
				5310 · Utilities - Well Site	-7.74	104.76
				5231 · Pajaro Park Expense	-4.90	66.29
				5330 · Telephone	-41.68	563.82
TOTAL					-66.29	896.80
Bill Pmt -Check	AP	01/08/2025	Mid Valley Supply- ACH	1036 · PSM Pajaro Park Acct		-459.61
Bill	I279069	12/09/2024		5231 · Pajaro Park Expense	-209.93	209.93
Bill	I279215	12/18/2024		5231 · Pajaro Park Expense	-106.67	106.67
Bill	I279249	12/20/2024		5231 · Pajaro Park Expense	-143.01	143.01
TOTAL					-459.61	459.61
Bill Pmt -Check	AP	01/08/2025	Panther Protective Services- ACH	1036 · PSM Pajaro Park Acct		-475.00
Bill	00001...	12/26/2024		5231 · Pajaro Park Expense	-475.00	475.00
TOTAL					-475.00	475.00
Bill Pmt -Check	AP	01/08/2025	PG&E 3540 Pajaro Park-Online	1036 · PSM Pajaro Park Acct		-204.43
Bill	11/16/...	12/18/2024		5231 · Pajaro Park Expense	-204.43	204.43
TOTAL					-204.43	204.43
Bill Pmt -Check	AP	01/08/2025	WM / Carmel Marina - Pajaro Park-Onlin	1036 · PSM Pajaro Park Acct		-307.32
Bill	01017...	01/01/2025		5231 · Pajaro Park Expense	-307.32	307.32
TOTAL					-307.32	307.32
Bill Pmt -Check	858	01/17/2025	El Gabilan Tree Service - ACH	1036 · PSM Pajaro Park Acct		-2,750.00
Bill	Paj. P...	12/14/2024		5231 · Pajaro Park Expense	-2,750.00	2,750.00
TOTAL					-2,750.00	2,750.00

**Pajaro/Sunny Mesa Community Services District
Check Detail - Street Maintenance Account
December 17, 2024 through January 17, 2025**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	01/08/2025	C.C.O.I Gate & Fence-Online	1004 · SCCB - Street Maint Acct		-180.00
Bill	36521...	12/23/2024		5225 · Street Maintenance	-180.00	180.00
TOTAL					-180.00	180.00
Bill Pmt -Check	AP	01/08/2025	CALNET/ AT&T 2506	1004 · SCCB - Street Maint Acct		-94.05
Bill	DEC s...	01/01/2025		5310 · Utilities - Well Site	-3.56	33.94
				5310 · Utilities - Well Site	-3.56	33.94
				5225 · Street Maintenance	-9.86	94.05
				5310 · Utilities - Well Site	-10.99	104.76
				5231 · Pajaro Park Expense	-6.95	66.29
				5330 · Telephone	-59.13	563.82
TOTAL					-94.05	896.80
Bill Pmt -Check	AP	01/08/2025	Pajaro/Sunny Mesa Comm Svcs Dist	1004 · SCCB - Street Maint Acct		-125.77
Bill	DEC ...	01/01/2025		5225 · Street Maintenance	-125.77	125.77
TOTAL					-125.77	125.77
Bill Pmt -Check	AP	01/08/2025	PG&E 9545 Street Maint-Online	1004 · SCCB - Street Maint Acct		-110.92
Bill	11/16/...	12/18/2024		5225 · Street Maintenance	-76.62	76.62
				5310 · Utilities - Well Site	-34.30	34.30
TOTAL					-110.92	110.92

**RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY,
AND
PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT**

This Right of Entry and Indemnification Agreement (“Agreement”) is made by and between the **Pajaro/Sunny Mesa Community Services District**, a community services district of Monterey County formed pursuant to Title 6, Division 3 of the Government Code (hereinafter referred to as “PSMCSD” or “District”) and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “County”), and collectively referred to as “the Parties”.

This Agreement permits the County the right to enter and temporarily use PSMCSD’s Pajaro Park property identified as Assessor’s Parcel Number 117-341-009, 117-341-010, and 117-331-025, located at **24 San Juan Road, Pajaro, California 95076** (“Property”), for the purposes set forth below.

Term:	Start Date – December 31, 2025
Hours:	Monday through Friday 7:30 am – 7:30 pm* *By prearranged access with District based on an agreed upon construction schedule
County Contact:	Department of Public Works, Facilities & Parks, Chief of Parks Bryan Flores 831-796-6425 FloresB1@co.monterey.ca.us
District Contact:	General Manager Judith Vazquez-Varela 831-722-1389 judyvazquez@pajarosunnymesa.com

1. PURPOSE

An atmospheric river brought heavy rain across the County leading to a breach of the Pajaro Levee on March 10, 2023. California Assembly Bill 102 (hereinafter, “AB102”) allocated \$20,000,000 to the County to support the community of Pajaro. The Property, maintained and operated by PSMCSD, is an integral component of the social fabric of the community of Pajaro. The County has awarded \$1,200,000 of AB102 funding to repairs and refurbishments at the Property.

Funding for the Property may be utilized for replacement of the soccer field turf, playground refurbishment, and/or replacement or addition of benches, tables, and/or park infrastructure and equipment. The Project directly benefits Monterey County residents by repairing public park facilities that are within walking distance for the entire Pajaro community and play a role in improving the lives of residents by enhancing community involvement in health, education, and pride. The purpose of this Agreement is to formalize the requirements associated with AB102 funding, ensure all governing guidance is clearly outlined for compliance purposes, and permit Right of Entry for the performance of grant funded work by the County on the Property.

2. UNDERSTANDING OF THE PARTIES

- 2.1 With this funding the County will collaborate with PSMCSD to complete repairs at the Property. Total funds expended by the County on repairs shall be at the discretion of the County. The County will determine the final scope of work in coordination with PSMCSD.
- 2.2 This Agreement covers temporary access by County to PSMCSD's Property for the purposes of design and construction of repairs/replacements to Pajaro Park facilities at the Property. The County will coordinate with PSMCSD to determine an agreed upon construction timeline. PSMCSD shall comply with the established construction schedule once created. PSMCSD is responsible for notifying the public and relevant entities of any construction activities, including park closures, restricted access, or other impacts, such as but not limited to, noise and traffic. Additionally, PSMCSD shall take sole responsibility for engaging with the community to provide timely and accurate updates regarding the construction work. This includes issuing notices, posting signage, and utilizing other communication methods to properly inform the community of project timelines, progress, and any changes that may affect park access or use.
- 2.3 **Maintenance:** PSMCSD must have adequate maintenance procedures to keep the awarded repairs/replacements in good condition. PSMCSD must regularly inspect, service and maintain the awarded repairs/replacements and keep in good working condition. PSMCSD shall establish and maintain accurate maintenance records related to the awarded repairs/replacements. Maintenance records must be retained by the PSMCSD for the life of the repairs/replacements and must be provided to County upon request.

2.4 Governing Guidance

This funding award is subject to all applicable grant requirements, guidelines, information bulletins, instructions, terms, and conditions. PSMCSD shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, grant memos, instructions, terms, and conditions related to this award including California Assembly Bill 102 ("AB 102"), the California Governor's Office of Emergency Services ("Cal OES") 2023 Winter Storms Flood Relief ("WS") Program Grant requirements, the Cal OES 2024 Subrecipient Handbook ("SRH), and applicable federal, state, and local policies and law. Per SRH, PSMCSD certifies that PSMCSD is responsible for reviewing SRH and adhering to all of the requirements set forth therein, including, but not limited to, the following areas:

- i. Proof of Authority – SRH 1.055: PSMCSD certifies they have authority to enter into an agreement with County.
- ii. Civil Rights Compliance – SRH 2.020: PSMCSD acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. PSMCSD certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.
- iii. Equal Employment Opportunity – SRH 2.025: PSMCSD certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.
- iv. Lobbying – SRH Sections 2.040 and 4.105: PSMCSD and any of its contractors/ subcontractors certify they will not use funds under this Agreement for any lobbying activities and will comply with all requirements of these sections of the SRH.
- v. Drug-Free Workplace Act of 1990 – SRH 2.030: PSMCSD certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.
- vi. California Environmental Quality Act (CEQA) – SRH 2.035: PSMCSD certifies that, if the activities of the grant subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

- vii. Debarment and Suspension: PSMCSD certifies they are not debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

2.5 Grant Funds

AB 102 funds shall be expended by the County on behalf of PSMCSD. PSMCSD acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber, or expend any grant funds, PSMCSD shall assume all financial obligation for such spending and shall not be entitled to reimbursement from the County. County's obligations under this award shall not at any time exceed the amount approved in the grant award, unless otherwise directed by the County Board of Supervisors.

2.6 Duplication of Benefits

PSMCSD certifies that the awarded project does not duplicate or replace funds that have been received through other existing programs. The awarded project shall be solely used to supplement existing funds. PSMCSD may be required to provide documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting shall result in the disallowance of the awarded project and repayment of awarded funds where applicable. Acceptance of this funding may disqualify PSMCSD from receiving other state and federal funding that they may otherwise have qualified for.

2.7 Collaboration

PSMCSD and the County shall collaborate with each other throughout the grant period of performance. This may include, but not be limited to, acquiring necessary quotes, drafting scopes of work, Request for Proposal ("RFP") or Request for Quotation ("RFQ") creation, preapproval documentation, and obtaining and furnishing requisite information, material, and records. PSMCSD and County agree to make good faith efforts to collaborate with each other in a timely manner consistent with grant milestones, guidance, and assurances. Should PSMCSD deny County requests and/or refuse to engage in a timely manner, said PSMCSD shall forfeit all rights to the award.

2.8 Monitoring

PSMCSD shall cooperate in good faith with County in any evaluation, inspection, auditing, or monitoring activities conducted or authorized by Cal-OES, and/or County.

2.9 Misrepresentation

Any falsified or misleading statement, representation, certification, or documentation submitted to County by PSMCSD shall result in the immediate termination of the Agreement.

2.10 Violation

Violation of the policies and procedures contained herein may result in the withholding of a grant award, suspension from grant eligibility and/or termination of the Agreement.

3. INDEMNIFICATION

PSMCS D shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the PSMCS D's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "PSMCS D's performance" includes PSMCS D's action or inaction and the action or inaction of PSMCS D's officers, employees, agents and subcontractors.

County shall indemnify, defend, and hold harmless the PSMCS D, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the County's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "County's performance" includes County's action or inaction and the action or inaction of County's officers, employees, agents and subcontractors.

4. INSURANCE REQUIREMENTS

4.1 Evidence of Coverage: Prior to commencement of this Agreement, PSMCS D shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the PSMCS D upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County, unless otherwise directed. Work under this Agreement shall not proceed until the County has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the PSMCS D.

4.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

4.3 Insurance Coverage Requirements: Without limiting PSMCS D duty to indemnify, PSMCS D shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance: if PSMCSD employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the PSMCSD shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

If the PSMCSD maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the PSMCSD.

4.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date PSMCSD completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the PSMCSD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the PSMCSD's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the PSMCSD's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the PSMCSD's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

PSMCSD hereby grants to County a waiver of any right to subrogation which any insurer of said PSMCSD may acquire against the County by virtue of the payment of any loss under such insurance. PSMCSD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, PSMCSD shall file certificates of insurance with the County, showing that the PSMCSD has in effect the insurance required by this Agreement. The PSMCSD shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. PSMCSD shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator. If the certificate is not received by the expiration date, County shall notify PSMCSD and PSMCSD shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by PSMCSD to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

5. TERM

This Agreement shall become effective on the date first shown above and shall remain in full force and effect until December 31, 2025, unless amended or terminated at any time upon mutual consent of the Parties or until terminated by for cause.

6. MISCELLANEOUS**6.1 Amendments**

This Agreement may be amended only by written agreement signed by each of the Parties.

6.2 Waivers

No waiver of any provision of this Agreement will be valid unless it is in writing and signed by all of the Parties. Waiver by any Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of any other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

6.3 Binding Effect and Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns. This Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this Agreement.

6.4 Governing Law

This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

6.5 Construction

The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

6.6 Capitalized Terms

Capitalized terms have the meanings given to them in this Agreement.

6.7 Severability

If any term of this Agreement is inconsistent with applicable law, then upon the request of any Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with law, but all parts of this AGREEMENT not affected by the inconsistency will remain in full force and effect.

6.8 Further Assurances

The Parties agree to cooperate reasonably and in good faith with one another to implement the terms of this Agreement, and to negotiate and execute any further Agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.

6.9 Notices

Any notices or other communications to be sent by one Party to the other under this Agreement shall be in writing and shall be given by personal or electronic delivery to the persons designated above, with copies delivered as indicated, or by U.S. Mail, return receipt requested, with copies mailed as indicated.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

PAJARO SUNNY MESA COMMUNITY SERVICES DISTRICT

Date

Date

NOLAND
HAMERLY
ETIENNE
HOSS

Attorneys at Law | A PROFESSIONAL CORPORATION

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*Paul M. Hamerly
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*Peter T. Hoss
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** CERTIFIED SPECIALIST IN
PROBATE, ESTATE PLANNING,
AND TRUST LAW BY
THE CALIFORNIA BOARD OF
LEGAL SPECIALIZATION
STATE BAR OF CALIFORNIA*

January 17, 2025

VIA EMAIL: SAMALEK@ME.COM; NADARAGHA43@GMAIL.COM

Safwat Malek
Nadar Agha
Moss Landing Commercial Park
Hwy 1 & Dolan Road
Moss Landing, CA 95039

Re: Moss Landing Commercial Park – Water Supply Proposal

Dear Msrs. Malek and Agha:

Our firm represents Pajaro/Sunny Mesa Community Services District (“District”). This letter responds to your email correspondence dated November 19, 2024 regarding a water purchase proposal.

The District reiterates its position that it is not interested in any affiliation with the Moss Landing Commercial Park or the People’s Moss Landing Water Desalination Project (“Desal Project”). In addition, the District has not made any prior request to purchase water, and the District Board of Directors does not approve any water purchase.

Please refrain from any representation – verbal or written – that the District is involved with the Moss Landing Commercial Park, the Desal Project, or the purchase of water – potential or otherwise. Thank you for your cooperation. Should you have any questions regarding this letter, please contact me directly.

Sincerely,

NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation

Heidi A. Quinn

HAQ:tsg

4914-6283-9056, v. 3

PHONE 831-424-1414

FROM MONTEREY 831-373-3622

FAX 831-424-1975

333 SALINAS STREET POST OFFICE BOX 2510 SALINAS, CA 93902-2510

PAJARO/SUNNY MESA

COMMUNITY SERVICES DISTRICT

136 San Juan Road Royal Oaks, CA 95076

(831) 722-1389 • (831) 663-2181 • Fax (831) 722-2137

info@pajarosunnymesa.com

January 23, 2025

Mark Swartz
Director of Design & Entitlements
Parks Legacy
14602 North Tatum Blvd.
Phoenix, Arizona 85032

Dear Mr. Swartz

We have carefully reviewed your recent request regarding the Can and Will-Serve letter. At this time, we are unable to provide a definitive answer due to the project's premature stage and the lack of detail and information on the proposed project.

To ensure that we can assist our Board in making informed decisions, the two Board Members who have volunteered to be on the project advisory committee would like to be invited to future Advisory Meetings. We believe that a thorough understanding of the project is essential to address any concerns and to ensure that all necessary measures are taken to protect our community's water supply.

Additionally, the Board of Directors requests to see an approved Environmental Impact Report (EIR) and compliance with the California Environmental Quality Act (CEQA). These documents are crucial for all assess the potential environmental impacts of the project and to ensure that all environmental considerations are addressed. The EIR should provide a detailed analysis of the project's potential effects on the environment, including water quality, wildlife, and local ecosystems. Compliance with CEQA will help us ensure that the project adheres to all relevant environmental regulations and standards.

We understand that preparing these documents and gathering the necessary information may take some time. However, we believe that this thorough review process is essential to ensure the success of the project and to protect the interests of our community. Please let us know your availability for a meeting and provide the requested documentation at your earliest convenience.

Thank you for your cooperation and understanding. We look forward to working with you to ensure the successful and environmentally responsible development of the new water system project.

Sincerely,

Judy Vazquez-Varela

DRAFT

FINANCIAL NOTES -DECEMBER 2024

Account No:	Account Name:	Increase / Decrease	Description
Income:			
4001-4015	Total Income	-	Water Revenue: 86% of monthly budget
Expenses: Indirect			
5170	Office Equipment Repair & Maintenance	+	New computer, front desk
5250	Legal Expenses	+	Noland, Hamerly, Etienne & Hoss: monthly professional services and Springfield Project easements
5260	Accounting & Bookkeeping	+	Bianchi, Kasavan & Pope: 2024 Audit progress payments 3 & 4
5270	Auto- Repair & Maintenance	+	2013 Chevrolet: transmission service & steering pump replacement
5320	Membership Fees & Dues	+	California Special Districts Association: annual dues, 5% increase
5391	Credit Card Transaction Fees	+	Annual regulatory fee to credit card merchant
Expenses: Direct			
5190	Water Testing- Labs	+	Quarterly sampling and complete sampling of Sunny Mesa Well 1
5360	Fuel- Generator	+	Diesel fuel top-off for generators
Other Income:			
4100	Late Payment Penalties	+	Increase in past due water bills
4341	Lighting Admin. Reimbursements	+	Parcel Assessments
4355 & 4360	Audit/Bookkeeping & Legal Counsel Reimb.	+	Parcel Assessments
4350	Interest Revenue	+	Asset income collected from Bond accounts at US Bank

Income & Cash Summary

Total Income	Total Expense	Difference
\$223,495.44	\$184,797.99	\$38,697.45
November Cash	December Cash	Difference
\$1,420,804.22	\$1,469,400.35	\$48,596.13

January 15, 2025

Balance Sheet

Accrual Basis

As of December 31, 2024

Dec 31, 24

ASSETS

Current Assets

Checking/Savings

1001 · SCCB - Operating Account	922,538.59
1002 · SCCB Reserve Account	546,861.76
1003 · SCCB - Sick Leave Account	5,501.02
1004 · SCCB - Street Maint Acct	298,361.02
1006 · SCCB-GF 633	13,807.85
1007 · SCCB - Debt Service Reserve	135,900.66
1032 · SCCB-COP Acct	146,118.72
1036 · PSM Pajaro Park Acct	184,150.96
1050 · Cash in County Treasury - DS	29,834.42
1051 · Cash in County Treasury - GF	224,067.71
1052 · US Bank 2021 Gen. Bond -8000	4,708.98
1054 · US Bank 2021 Gen. Bond -8002	300,007.91
1055 · US Bank 2021 Gen. Bond -8003	23.76
1056 · US Bank 2021 Gen. Bond -8004	12.25
1057 · US Bank 2021 Gen. Bond -8005	95,165.27
1066 · US Bank Vega 2303	162,211.49
1068 · US Bank Vega 2301	198.82
1069 · US Bank Vega-2302	596.06
1095 · US Bank Wtr Bond-Res 2204	148,986.70
2201 · US Bank-2015 Wtr Rfd Bd 2201	15,140.48

Total Checking/Savings	3,234,194.43
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Accounts Receivable

1110 · Invoice Accounts Recv	10,605.83
1231 · Grants Receivable-A/R	5,043.07

Total Accounts Receivable	15,648.90
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Other Current Assets

1080 · Petty Cash	400.00
1100 · Water Customer Accounts Recv	265,420.91
1101 · Allowance for Doubtful Accounts	-8,630.02
1115 · Prepaid Expenses	1.31
1153 · Receivable from Monterey County	860.00
1251 · Assess. Rec. - Lighting	3,090.14
1252 · Assessments Rec. - Street Maint	9,732.00
1253 · Assessments Rec. - Water bond	122,000.00
1253.1 · Assess Rec - Water Bond - Count	2,275.43
1254 · Advanced Pay - Spec. Asses - WB	-16,561.65

Total Other Current Assets	378,588.12
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Total Current Assets	3,628,431.45
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Fixed Assets

1084 · CIP-Springfield/Struve	18,967.36
1500 · Land	139,676.30
1510 · Land Improve (Non-office)	314,656.67
1520 · Land Improve (Office)	66,721.46
1521 · A/D - Land Impr (Off)	-95,821.40
1522 · Land - Parks	248,000.00
1530 · Wells	162,488.25
1540 · Pumping Plant Bldg	191,044.92
1541 · A/D - Pumping Plant Bldg	-191,045.00
1550 · District Office Building	163,247.47
1551 · A/D - District Office Building	-135,624.73
1555 · Office Equipment/Furniture	36,030.86
1556 · A/D - Office Equip/Furniture	-30,572.90
1557 · Equipment - Lighting	8,980.18
1559 · A/D - Lighting and Parks	-8,980.18
1560 · Electric Power to Sheds	2,598.59
1561 · A/D - Electric Power to Sheds	-2,599.00
1570 · Equipment - Pumping Plant	515,504.21
1571 · A/D - Equipment - Pumping Plant	-470,387.87
1580 · Distribution Mains [P]	1,487,948.01

January 15, 2025

Balance Sheet

Accrual Basis

As of December 31, 2024

	Dec 31, 24
1581 · A/D - Distribution Mains	-1,170,001.68
1590 · Meters	90,114.13
1591 · A/D - Meters	-87,167.11
1600 · Hydrants	7,422.43
1601 · A/D - Hydrants	-5,149.72
1610 · Automotive Equipment	229,909.12
1611 · A/D - Automotive Equipment	-204,177.31
1620 · Utility Trans/Distr Plant	115,702.65
1621 · A/D - Utility T&D Plant	-101,586.77
1622 · A/D - Moss Landing	-207,268.31
1630 · Utility Plant	107,992.45
1631 · A/D - Utility Plant	-107,992.00
1640 · Source of Supply Plant	54,616.59
1641 · A/D - Source of Supply Plant	-24,055.73
1650 · Trans & Distr Plant	248,292.08
1651 · A/D - Trans & Distr Plant	-132,947.30
1670 · Small Tools/Equipment	10,773.67
1671 · A/D - Small Tools/Equipment	-10,773.51
1680 · ALCO Water Project	155,809.38
1681 · A/D - ALCO Water Project	-124,648.45
1804 · CIP-Springfield	400,577.84
1805 · CIP-Vega Imprvtrmnt Project	4,599,594.33
1805.1 · A/D - Vega	-2,881,608.90
1806 · Moss Landing Bridge Project	251,233.09
1807 · CIP-Langley/VP	380,518.61
1807.1 · A/D - Langley/VP	-115,930.74
1808 · CIP-Normco	611,581.66
1808.1 · A/D - Normco Tank	-188,832.73
1811 · CIP-Vierra Estate	313,402.88
1811.1 · A/D - Vierra Estates	-84,917.72
1812 · CIP-Moss Landing Water System	594,222.45
1812.1 · A/D - Moss Landing Water	-120,991.55
1813 · CIP-Normco Water System	2,835.00
1814 · CIP-Pajaro	2,314,636.55
1814.1 · A/D- Pajaro	-249,872.00
1816 · Land - Pajaro Park	781,632.00
1817 · Improvements - Pajaro Park	4,717,110.00
1817.1 · A/D - Improvements -Pajaro Park	-1,911,297.63
1818 · Buildings - Pajaro Park	796,400.00
1818.1 · A/D - Buildings-Pajaro Park	-263,156.26
1819 · Equipment - Pajaro Park	43,381.00
1819.1 · A/D - Equipment-Pajaro Park	-40,488.89
1820 · Normco Treatment Facility	127,374.00
1820.1 · A/D-Normco Treatment Facility	-122,067.85
1821 · CIP-Sunny Mesa	311,090.68
1821.1 · A/D-Sunny Mesa	-4,199.00
1822 · CIP-Vega	134,145.80
1822.1 · A/D-Vega	-5,139.00
1823 · CIP-Blackie	71,557.55
1823.1 · A/D-Blackie	-1,418.00
1824 · CIP- Generator Project	68,489.00
Total Fixed Assets	11,795,559.98
Other Assets	
1120 · Due From Gen Fund	0.66
1141 · Due From SC Grant Acct	100.00
1151 · Due from Maint Account	157.19
1220 · Spl Asmnt Revc-Long Term	3,203,515.72
1950 · Deferred amount on refunding	56,573.60
1951 · Deferred Amt of Ref-Vega Bds15	70,012.09
Total Other Assets	3,330,359.26
TOTAL ASSETS	18,754,350.69
LIABILITIES & EQUITY	
Liabilities	

January 15, 2025

Balance Sheet

Accrual Basis

As of December 31, 2024

	Dec 31, 24
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	82,850.04
Total Accounts Payable	82,850.04
Credit Cards	
2910 · Elan	1,263.71
Total Credit Cards	1,263.71
Other Current Liabilities	
2005 · Accrued Liabilities	70,261.00
2050 · Accrued Payroll	32,622.07
2100 · Payroll Tax Liabilities	2,658.42
2110 · Direct Deposit Liabilities	0.01
2121 · Customer Security Deposits	16,978.70
2122 · Future Water Conn. Deposits	36,600.00
2123 · Hydrant Meter Deposits	25,050.00
2225 · Accrued Vacation Liability	13,324.22
2230 · Accrued Sick Leave Liability	30,727.45
2263 · 457b EE Plan Payable	2,915.61
2264 · Employee Insurance Payable	-2,071.19
2265 · EE Aflac Insurance Payable	899.68
2320 · Due to 64 Original Sewer Accts	29,169.90
2324 · Payable to Customers	2,347.79
2325 · Payable to P.V.W.M.A.	-8,631.75
Total Other Current Liabilities	252,851.91
Total Current Liabilities	336,965.66
Long Term Liabilities	
2256 · Vehicle Loan Payable	4,257.83
2257 · Reorganization Loan	115,000.00
2350 · Bonds Payable - Water Bond	44,000.00
2355 · Bonds Payable- 2021 Gen. Bond	1,530,000.00
2360 · Bonds Payable-2015 COP Wtr Rf	1,660,000.00
2361 · Bonds Payable-2015 Vega Wtr Rf	2,847,599.67
2400 · Unamortized Discount on 2015	-26,433.01
2401 · Unamortized Discount-2015 Vega	-10,306.72
2402 · 2021 Gen. Bond Premium	40,695.80
Total Long Term Liabilities	6,204,813.57
Total Liabilities	6,541,779.23
Equity	
3000 · Fund Balance	219,540.85
3001 · Restricted-Street Maintenance	205,038.80
3040 · Contributed Capital	248,000.00
3045 · Restricted for Debt Service	4,575,060.23
3050 · Retained Earnings	6,309,966.21
Net Income	654,965.37
Total Equity	12,212,571.46
TOTAL LIABILITIES & EQUITY	18,754,350.69

January 15, 2025

Profit & Loss

Accrual Basis

December 2024

	Dec 24
Ordinary Income/Expense	
Income	
4001 · Route 1 - Pajaro	23,411.52
4002 · Route 2 - Pajaro	25,979.61
4003 · Route 3 - Commercial	30,731.58
4004 · Route 4 - Trailer Park	1,535.08
4005 · Route 5 - San Juan Rd Apts	0.00
4006 · Route 6 - Sunny Mesa	14,006.52
4007 · Route 7 - CSA 73	15,377.05
4008 · Route 8 - Vega	16,231.58
4010 · Route 10 -Springfield	850.00
4011 · Route 11 - Moss Landing	32,776.90
4012 · Route 12 - Blackie Road	4,174.87
4013 · Route 13 - Normco	34,502.71
4014 · Route 14 - Vierra	6,609.70
4015 · Route 15 - Langley/VP	3,506.38
Total Income	209,693.50
Gross Profit	209,693.50
Expense	
INDIRECT	
5000 · Salaries and Wages	77,656.88
5005 · Administrative Fees	532.97
5030 · Payroll Tax Expense	987.48
5050 · Employee Health Insurance	16,407.60
5070 · Employee Retirement	9,933.71
5130 · Utilities - Office	409.41
5140 · Building Repair & Maint	570.94
5145 · District Wide Repair & Maint	471.46
5150 · Garbage Service	426.40
5160 · Office Equip Rental	637.65
5165 · Computer Software	1,098.17
5170 · Office Equipment Repair & Maint	538.74
5240 · Office Supplies	150.66
5245 · Postage	1,000.00
5250 · Legal Expenses	3,986.00
5256 · Interest Exp-Financed Items	20.98
5260 · Accounting & Bookkeeping	16,000.00
5266 · Engineering Svcs-Dist Wide	82.50
5270 · Automotive - Repair & Maint	6,961.68
5280 · Conferences, Meetings, Seminars	15.99
5320 · Membership Fees and Dues	6,858.00
5330 · Telephone	1,046.03
5340 · Burglar Alarm Monitoring	84.00
5370 · Fuel - Trucks	2,288.44
5390 · Bank Charges	100.00
5391 · Credit Card Transaction Fees	204.20
5XXX · Indirect Allocation	0.00
Total INDIRECT	148,469.89
5190 · Water Testing- Labs	4,309.60
5220 · Water System - Repair & Maint	11,701.06
5225 · Street Maintenance	1,251.71
5230 · Park - Repair & Maint	39.30
5231 · Pajaro Park Expense	4,470.06
5310 · Utilities - Well Site	16,954.18
5315 · Utilities - Street Lighting	2,872.85
5360 · Fuel - Generator	3,363.26
5392 · Returned Online Payment Fee	80.00
5426 · Vega Assmnt Bond Expense	1,807.31
5427 · Improvement Project-Springfield	-1,011.73
Total Expense	194,307.49
Net Ordinary Income	15,386.01

January 15, 2025

Profit & Loss

Accrual Basis

December 2024

	<u>Dec 24</u>
Other Income/Expense	
Other Income	
4100 · Late Payment Penalties	739.40
4110 · Hydrant Sales	512.13
4115 · Testing Fees	520.00
4200 · Street Maintenance-Reimb	31,824.90
4210 · Vega Bond Assessments	141,769.40
4280 · Pro-Rata Tax Collection Share	15,220.81
4285 · P.V.W.M.A. Collection Fee	2,061.99
4340 · Utility Reimbursements	19,814.12
4341 · Lighting Admin Reimbursements	6,825.00
4345 · Customer Order Reimbursements	10,000.00
4350 · Interest Revenue	2,593.42
4355 · Audit/Bookkeeping Reimbursement	350.00
4360 · Legal Counsel Reimbursement	200.00
5424 · Springfld Bottled Wtr Gr Reimb	494.76
5794 · Water Bond Assessments	23,052.47
	<u>255,978.40</u>
Total Other Income	<u>255,978.40</u>
Net Other Income	<u>255,978.40</u>
Net Income	<u><u>271,364.41</u></u>

Pajaro/Sunny Mesa Community Services District
Profit & Loss Budget Performance- Water Enterprise
 December 2024

	<u>Dec 24</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Dec 24</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Ordinary Income/Expense							
Income							
4001 · Route 1 - Pajaro	23,411.52	31,410.00	74.5%	172,972.01	188,460.00	91.8%	376,920.00
4002 · Route 2 - Pajaro	25,979.61	30,870.00	84.2%	201,847.87	185,220.00	109.0%	370,440.00
4003 · Route 3 - Commercial	30,731.58	31,410.00	97.8%	231,855.52	188,460.00	123.0%	376,920.00
4004 · Route 4 - Trailer Park	1,535.08	1,620.00	94.8%	10,271.92	9,720.00	105.7%	19,440.00
4005 · Route 5 - San Juan Rd Apts	0.00	0.00	0.0%	0.00	0.00	0.0%	0.00
4006 · Route 6 - Sunny Mesa	14,006.52	16,290.00	86.0%	106,198.93	97,740.00	108.7%	195,480.00
4007 · Route 7 - CSA 73	15,377.05	18,450.00	83.3%	116,927.40	110,700.00	105.6%	221,400.00
4008 · Route 8 - Vega	16,231.58	19,170.00	84.7%	125,098.17	115,020.00	108.8%	230,040.00
4010 · Route 10 -Springfield	850.00	900.00	94.4%	5,100.00	5,400.00	94.4%	10,800.00
4011 · Route 11 - Moss Landing	32,776.90	33,930.00	96.6%	203,635.34	203,580.00	100.0%	407,160.00
4012 · Route 12 - Blackie Road	4,174.87	4,770.00	87.5%	32,503.04	28,620.00	113.6%	57,240.00
4013 · Route 13 - Normco	34,502.71	42,390.00	81.4%	265,391.78	254,340.00	104.3%	508,680.00
4014 · Route 14 - Vierra	6,609.70	7,020.00	94.2%	42,944.72	42,120.00	102.0%	84,240.00
4015 · Route 15 - Langley/VP	3,506.38	4,050.00	86.6%	27,297.48	24,300.00	112.3%	48,600.00
Total Income	209,693.50	242,280.00	86.6%	1,542,044.18	1,453,680.00	106.1%	2,907,360.00
Gross Profit	209,693.50	242,280.00	86.6%	1,542,044.18	1,453,680.00	106.1%	2,907,360.00
Expense							
INDIRECT							
5000 · Salaries and Wages	77,656.88	81,750.00	95.0%	448,930.88	490,500.00	91.5%	981,000.00
5005 · Administrative Fees	532.97	541.66	98.4%	2,643.95	3,250.04	81.4%	6,500.00
5030 · Payroll Tax Expense	987.48	1,333.33	74.1%	6,589.67	8,000.02	82.4%	16,000.00
5040 · Worker's Comp Insurance	0.00	1,500.00	0.0%	10,212.17	9,000.00	113.5%	18,000.00
5050 · Employee Health Insurance	16,407.60	17,325.00	94.7%	86,975.25	103,950.00	83.7%	207,900.00
5070 · Employee Retirement	9,933.71	13,416.66	74.0%	65,018.92	80,500.04	80.8%	161,000.00
5090 · Other Employee Expense	0.00	250.00	0.0%	714.88	1,500.00	47.7%	3,000.00
5120 · Property Taxes	0.00	195.83	0.0%	2,223.71	1,175.02	189.2%	2,350.00
5130 · Utilities - Office	409.41	375.00	109.2%	3,016.88	2,250.00	134.1%	4,500.00
5140 · Building Repair & Maint	570.94	583.33	97.9%	3,526.62	3,500.02	100.8%	7,000.00
5145 · District Wide Repair & Maint	471.46	833.33	56.6%	4,757.03	5,000.02	95.1%	10,000.00
5150 · Garbage Service	426.40	433.33	98.4%	2,558.40	2,600.02	98.4%	5,200.00
5160 · Office Equip Rental	637.65	708.33	90.0%	4,148.05	4,250.02	97.6%	8,500.00
5165 · Computer Software	1,098.17	1,666.66	65.9%	9,601.42	10,000.04	96.0%	20,000.00
5170 · Office Equipment Repair & Maint	538.74	300.00	179.6%	1,839.63	1,800.00	102.2%	3,600.00
5175 · Small Tools - Repair & Maint.	0.00	83.33	0.0%	424.18	500.02	84.8%	1,000.00
5180 · Casualty Ins/Liability Ins	0.00	4,416.66	0.0%	59,104.04	26,500.04	223.0%	53,000.00
5200 · Billing Supplies	0.00	375.00	0.0%	4,233.75	2,250.00	188.2%	4,500.00
5240 · Office Supplies	150.66	375.00	40.2%	1,218.28	2,250.00	54.1%	4,500.00
5245 · Postage	1,000.00	833.33	120.0%	4,000.00	5,000.02	80.0%	10,000.00
5250 · Legal Expenses	3,986.00	1,416.66	281.4%	13,648.44	8,500.04	160.6%	17,000.00

January 16, 2025
 Accrual Basis

Pajaro/Sunny Mesa Community Services District
Profit & Loss Budget Performance- Water Enterprise
 December 2024

	<u>Dec 24</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Dec 24</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
5255 · Interest Expense	0.00	508.33	0.0%	3,018.75	3,050.02	99.0%	6,100.00
5256 · Interest Exp-Financed Items	20.98	125.00	16.8%	173.28	750.00	23.1%	1,500.00
5260 · Accounting & Bookkeeping	16,000.00	3,208.33	498.7%	30,000.00	19,250.02	155.8%	38,500.00
5266 · Engineering Svcs-Dist Wide	82.50	1,083.33	7.6%	82.50	6,500.02	1.3%	13,000.00
5270 · Automotive - Repair & Maint	6,961.68	833.33	835.4%	10,373.50	5,000.02	207.5%	10,000.00
5280 · Conferences, Meetings, Seminars	15.99	41.66	38.4%	95.94	250.04	38.4%	500.00
5290 · Travel Expenses	0.00	41.66	0.0%	0.00	250.04	0.0%	500.00
5300 · Books & Subscriptions	0.00	125.00	0.0%	0.00	750.00	0.0%	1,500.00
5305 · Water Conservation Program	0.00	250.00	0.0%	0.00	1,500.00	0.0%	3,000.00
5320 · Membership Fees and Dues	6,858.00	2,000.00	342.9%	12,104.75	12,000.00	100.9%	24,000.00
5326 · Licenses and Certifications	0.00	166.66	0.0%	40.00	1,000.04	4.0%	2,000.00
5330 · Telephone	1,046.03	1,333.33	78.5%	6,232.90	8,000.02	77.9%	16,000.00
5340 · Burglar Alarm Monitoring	84.00	166.66	50.4%	386.00	1,000.04	38.6%	2,000.00
5370 · Fuel - Trucks	2,288.44	3,333.33	68.7%	16,477.26	20,000.02	82.4%	40,000.00
5390 · Bank Charges	100.00	25.00	400.0%	100.00	150.00	66.7%	300.00
5391 · Credit Card Transaction Fees	204.20	54.16	377.0%	388.94	325.04	119.7%	650.00
5400 · Miscellaneous Expense	0.00	16.66	0.0%	0.00	100.04	0.0%	200.00
6577 · COP Debt Service - Interest	0.00	5,741.66	0.0%	34,343.75	34,450.04	99.7%	68,900.00
Total INDIRECT	148,469.89	147,766.54	100.5%	849,203.72	886,600.76	95.8%	1,773,200.00
5190 · Water Testing- Labs	4,309.60	2,458.33	175.3%	19,923.50	14,750.02	135.1%	29,500.00
5220 · Water System - Repair & Maint	11,701.06	18,750.00	62.4%	78,266.05	112,500.00	69.6%	225,000.00
5265 · Engineering Expenses	0.00	83.33	0.0%	82.50	500.02	16.5%	1,000.00
5310 · Utilities - Well Site	16,954.18	16,250.00	104.3%	119,509.59	97,500.00	122.6%	195,000.00
5325 · Permits	0.00	3,000.00	0.0%	3,308.00	18,000.00	18.4%	36,000.00
5360 · Fuel - Generator	3,363.26	833.33	403.6%	3,783.75	5,000.02	75.7%	10,000.00
5428 · COP Bond Expense	0.00	366.66	0.0%	3,689.86	2,200.04	167.7%	4,400.00
6565 A · 2021 Bond Expense- Fees	0.00	375.00	0.0%	3,794.86	2,250.00	168.7%	4,500.00
Total Expense	184,797.99	189,883.19	97.3%	1,081,561.83	1,139,300.86	94.9%	2,278,600.00
Net Ordinary Income	24,895.51	52,396.81	47.5%	460,482.35	314,379.14	146.5%	628,760.00
Other Income/Expense							
Other Income							
4100 · Late Payment Penalties	739.40	416.66	177.5%	4,174.75	2,500.04	167.0%	5,000.00
4101 · Billing Adjustments	0.00	16.66	0.0%	0.00	100.04	0.0%	200.00
4110 · Hydrant Sales	512.13	1,250.00	41.0%	4,900.19	7,500.00	65.3%	15,000.00
4115 · Testing Fees	520.00	916.66	56.7%	6,700.00	5,500.04	121.8%	11,000.00
4140 · Connection Fees	0.00	616.66	0.0%	0.00	3,700.04	0.0%	7,400.00
4141 · Application Fees	0.00	45.83	0.0%	0.00	275.02	0.0%	550.00
4146 · Other Fees	0.00	33.33	0.0%	0.00	200.02	0.0%	400.00
4285 · P.V.W.M.A. Collection Fee	2,061.99	2,583.33	79.8%	18,334.71	15,500.02	118.3%	31,000.00
4300 · Collection of Previous W/O Acct	0.00	20.83	0.0%	0.00	125.02	0.0%	250.00

Pajaro/Sunny Mesa Community Services District
Profit & Loss Budget Performance- Water Enterprise
 December 2024

	<u>Dec 24</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul - Dec 24</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
4305 · Miscellaneous Revenue	0.00	83.33	0.0%	360.00	500.02	72.0%	1,000.00
4341 · Lighting Admin Reimbursements	6,825.00	1,137.50	600.0%	6,825.00	6,825.00	100.0%	13,650.00
4346 · District 25% Overhead Fee	0.00	41.66	0.0%	0.00	250.04	0.0%	500.00
4350 · Interest Revenue	2,593.42	1,250.00	207.5%	17,704.96	7,500.00	236.1%	15,000.00
4355 · Audit/Bookkeeping Reimbursement	350.00	58.33	600.0%	350.00	350.02	100.0%	700.00
4360 · Legal Counsel Reimbursement	200.00	33.33	600.1%	200.00	200.02	100.0%	400.00
Total Other Income	<u>13,801.94</u>	<u>8,504.11</u>	<u>162.3%</u>	<u>59,549.61</u>	<u>51,025.34</u>	<u>116.7%</u>	<u>102,050.00</u>
Net Other Income	<u>13,801.94</u>	<u>8,504.11</u>	<u>162.3%</u>	<u>59,549.61</u>	<u>51,025.34</u>	<u>116.7%</u>	<u>102,050.00</u>
Net Income	<u>38,697.45</u>	<u>60,900.92</u>	<u>63.5%</u>	<u>520,031.96</u>	<u>365,404.48</u>	<u>142.3%</u>	<u>730,810.00</u>



**EMERGING CONTAMINANTS IN SMALL OR DISADVANTAGED COMMUNITIES
GRANT**

AGREEMENT NO. D2402002

by and between

PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

**PROJECT NO. 2700771-001C
SPRINGFIELD WATER SYSTEM IMPROVEMENTS PROJECT ("Project")**

-
- Section 116774 et seq. of the Health and Safety Code, and Resolution Nos. 2023-0017 and 2024-0029.

**PROJECT FUNDING AMOUNT: \$15,000,000
ESTIMATED REASONABLE PROJECT COST: \$15,000,000**

**ELIGIBLE WORK START DATE: NOVEMBER 15, 2021
ELIGIBLE CONSTRUCTION START DATE: Date of execution of this Agreement
COMPLETION OF CONSTRUCTION DATE: DECEMBER 31, 2026
FINAL REIMBURSEMENT REQUEST DATE: JUNE 30, 2027
RECORDS RETENTION END DATE: DECEMBER 31, 2062**

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – FUNDING PROVISIONS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - EXHIBIT D – SPECIAL CONDITIONS

2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
 - the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
 - the Drinking Water System Permit No. 0619135 for Springfield Water System and any amendments thereto.

3. Party Contacts during the term of this Agreement are:

State Water Board		Pajaro/Sunny Mesa Community Services District	
Section:	Division of Financial Assistance (Division)		
Name:	Laura Wadsworth, Project Manager	Name:	Judith Vazquez-Varela, General Manager
Address:	1001 I Street, 17 th Floor	Address:	136 San Juan Road
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Royal Oaks, CA 95076
Phone:	(916) 327-4838	Phone:	(831) 722-1389
Email:	Laura.Wadsworth@waterboards.ca.gov	Email:	judyvazquez@pajarosunnymesa.com
Monterey County Health Department		Division of Drinking Water	
		Section:	North Coast/Monterey District
Name:	Cheryl Sandoval, REHS	Name:	Nicholas Garibaldi
Address:	1270 Natividad Road	Address:	1 Lower Ragsdale Drive, Suite 120
City, State, Zip:	Salinas, CA 93906	City, State, Zip:	Monterey, CA 93940
Phone:	(831) 755-4552	Phone:	(831) 655-6943
Email:	sandovalcl@monterey.ca.us	Email:	nicholas.garibaldi@waterboards.ca.gov

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
 - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a

physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

Pajaro/Sunny Mesa Community Services District
Project No. 2700771-001C
Agreement No.: D2402002
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

PAJARO/SUNNY MESA COMMUNITY
SERVICES DISTRICT:

STATE WATER RESOURCES CONTROL
BOARD:

By: _____
Name: Judith Vazquez-Varela
Title: General Manager

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of Struve Road Water System #2, the Springfield Water System, and residences that are currently on private wells or state small water systems and has a useful life of at least 20 years. The funding under this Agreement will be used to address emerging contaminants in drinking water and fully consolidate the Struve Road Water System #2 and 21 residences with Springfield Water System, which is owned and operated by the Recipient. The Project will resolve Maximum Contaminant Level (MCL) Compliance Orders for 1,2,3 –Trichloropropane (1,2,3-TCP) and nitrate.

A.2 SCOPE OF WORK.

The Recipient agrees to install a new well pump, booster pump station, hydropneumatic tank, approximately 1.3 miles of 8-in diameter pipe, approximately 1.2 miles of 6-in diameter pipe, two (2) new 110,000-gallon storage tanks, and new water meters and service connections to each residential home.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 DISADVANTAGED BUSINESS ENTERPRISE GOOD FAITH EFFORTS AND UTILIZATION REPORT.

The Recipient shall comply with the Disadvantaged Business Enterprises (DBE) requirements in 40 CFR part 33, subpart C (good faith efforts) and subpart D (fair share objectives), and with the DBE guidelines attached as an appendix to the Policy, for the Project and require its contractors and subcontractors on the Project to comply. 40 CFR § 33.301 requires the use of good faith efforts to utilize DBE's whenever procuring construction, equipment, services, and supplies. The Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued.

A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibits B and C. A progress report must contain the following information:

1. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
2. A description of compliance with environmental requirements;
3. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
4. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.5 AS-NEEDED REPORTS.

The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.6 PROJECT COMPLETION REPORT.

- (a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:
 - i. Description of the Project,
 - ii. Description of the water quality problem the Project sought to address,
 - iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
 - iv. Summary of compliance with applicable environmental conditions.
- (b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation,

evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

A.8 SIGNAGE.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



“Funding for this project has been provided in full or in part by the United States Environmental Protection Agency under the Emerging Contaminants in Small or Disadvantaged Communities Grant Program through an agreement with the State Water Resources Control Board.”

A.9 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the “Estimated Due Date” column of this table, but “Critical Due Date” adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Completion of Construction Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications	N/A	Complete
2.	Final Budget Approval Package	N/A	March 15, 2025

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
3.	Engineering Service Contract	N/A	January 31, 2025
4.	Completion of Construction	December 31, 2026	N/A
B.	REPORTS		
1.	Progress Reports	N/A	Quarterly
2.	Final Inspection and Certification	N/A	Upon Completion of the Project
3.	Project Completion Report	N/A	April 1, 2027
4	As Needed Reports	N/A	As Requested by Division
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
2.	Reimbursement Requests	N/A	Quarterly
3.	Final Reimbursement Request	June 30, 2027	N/A

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Completion of Construction Date will not be reimbursed under this Agreement.

The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

EXHIBIT B – FUNDING TERMS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS.

Budget costs are contained in the summary Project Cost table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
A. Construction	\$12,521,474	\$12,521,474
B. Pre-Purchased Material/Equipment	\$0	\$0
C. Purchase of Land	\$30,000	\$30,000
D. Change Order Contingency	\$626,074	\$626,074
E. Force Account	\$0	\$0
F. Allowances (Soft Costs)	\$1,766,500	\$1,766,500
G. Connection Fees	\$55,952	\$55,952
TOTAL	\$15,000,000	\$15,000,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts. Construction of the Project may be completed in phases with written approval of the Division. If construction proceeds under separate phases, the Recipient must submit a

Final Budget Approval package and receive Final Budget Approval from the Division for each phase.

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting reimbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Project Costs incurred prior to the Eligible Work Start Date on the cover page of this Agreement are not eligible for reimbursement.

B.5 LINE-ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the budget at the time of Division's Final Budget Approval(s). Upon written request by the Recipient, the Division may also adjust the line items of the budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the budget that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in the budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the cross-cutting requirements listed in Exhibits C and D.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.

3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has issued a Final Budget Approval for the corresponding costs. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the corresponding final budget form submitted by the Recipient. Construction

costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html and replicated below:

1. DEFINITIONS. Unless otherwise specified in this Agreement, each capitalized term used in this Agreement has the following meaning:
 - “Agreement” means this agreement, including all exhibits and attachments hereto.
 - “Cover Page” means the front page of this Agreement.
 - “Days” means calendar days unless otherwise expressly indicated.
 - “Deputy Director” means the Deputy Director of the Division.
 - “Division” means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.
 - “Event of Default” means the occurrence of any of the following events:
 - a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
 - b) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
 - c) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient’s existence, or any action in furtherance of any of the foregoing;
 - d) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or

- e) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.
- "Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.
 - "Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.
 - "GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.
 - "Material Obligation" means an obligation of the Recipient that is material to this transaction.
 - "Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 2 of this Agreement.
 - "Project" means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.
 - "Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.
 - "Project Costs" means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulations, or guidelines.
 - "Project Funding Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page.
 - "Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.
 - "Project Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth on the Cover Page.

- “Records Retention End Date” means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.
 - “Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.
 - “Reimbursement Period” means the period during which Project Funds may be disbursed.
 - “Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.
 - “State” means State of California.
 - “State Water Board” means the State Water Resources Control Board.
 - “Completion of Construction” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.
 - “Completion of Construction Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.
 - “Year” means calendar year unless otherwise expressly indicated.
2. **ACCESS, INSPECTION, AND PUBLIC RECORDS.** The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or useful life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.
3. **ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS.** The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
- (a) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (d) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (f) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.
4. AMENDMENT. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.
 5. ASSIGNABILITY. This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.
 6. AUDIT. The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.
 7. BONDING. Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.
 8. COMPETITIVE BIDDING. Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws. If Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the

lowest responsive and responsible bidders. Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsive bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsive bidder.

9. **COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REQUIREMENTS.** The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project.
10. **COMPUTER SOFTWARE.** The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. **CONFLICT OF INTEREST.** The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.
12. **DATA MANAGEMENT.** The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.
13. **DEBARRED, DISQUALIFIED, OR EXCLUDED CONTRACTORS.** The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

14. **DRUG-FREE WORKPLACE.** The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.
15. **ENVIRONMENTAL CLEARANCE.** No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
16. **FINAL REIMBURSEMENT REQUEST.** The Recipient agrees to ensure that its final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date, unless prior approval has been granted by the Division. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

17. **FRAUD AND MISUSE OF PUBLIC FUNDS.** All requests for disbursement must be accurate and signed by the Recipient or its Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.
18. **FUNDING CONTINGENCY.** The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement. The State Water Board's obligation to disburse funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
19. **GOVERNING LAW.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
20. **RECIPIENT'S SHARE.** The Recipient agrees that it will provide for the payment of its full share, if any share is required, of Project Costs and that all costs connected with the Project will be timely paid by the Recipient.

21. INDEMNIFICATION AND STATE REVIEWS. The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

22. **INDEPENDENT ACTOR.** The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.
23. **INSPECTION.** Throughout the useful life of the Project, the State Water Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.
24. **INTEGRATION.** This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.
25. **LIENS.** The Recipient must not make any pledge of or place any lien on the Project or Project assets except upon consent of the Division.
26. **NO DISCRIMINATION.** The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project. If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property. The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b). The Recipient's obligations under this section shall survive the term of this Agreement. During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status. The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient, its contractors, and subcontractors must give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

27. **NO THIRD-PARTY RIGHTS.** This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.
28. **NO OBLIGATION OF THE STATE.** Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.
29. **NON-WAIVER.** Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.
30. **OTHER FUNDING SOURCES; INCOME RESTRICTIONS.** If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's contribution to Project costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board. The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient as related to this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.
31. **PERMITS AND AUTHORIZATIONS.** Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.

Any contractors, outside associates, or consultants required by the Recipient in connection with the services covered by this Agreement shall be limited to such

individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Project Manager.

32. **PREVAILING WAGES.** If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the applicable prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
33. **PRIOR COSTS.** No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
34. **PROFESSIONALS.** The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
35. **RECORDS, INSPECTION, AUDITS, AND INTERVIEWS; RECORDS RETENTION.** The Recipient must maintain separate books, records and other material relative to the Project and retain such books, records, subcontracts, and other material until at least the Records Retention End Date set forth on the Cover Page of this Agreement. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Department of Finance, the California State Auditor, the Bureau of State Audits, or any authorized representatives of the aforementioned, including federal funding agencies and their auditors, if any. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the

performance of this Agreement. The provisions of this section survive the term of this Agreement.

36. **RELATED LITIGATION.** Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.
37. **REMEDIES.** The State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy. Any dispute of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the procedures provided to the Recipient under this Agreement.
38. **REPORTS - AS NEEDED.** The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.
39. **RESPONSIBILITY FOR WORK.** The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.
40. **RIGHTS IN DATA.** The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive

electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

41. STATE WATER BOARD ACTION; COSTS AND ATTORNEY FEES. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.
42. STATUS QUO. If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights, and remedies as if no such action had been brought.
43. TERMINATION, IMMEDIATE REPAYMENT, AND INTEREST: This Agreement may be terminated by written notice at any time, at the option of the State Water Board, if:
 - a. the Recipient has received funds as a result of a material misrepresentation in the funding application or other submitted document; or
 - b. upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board.

In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of Project Funds disbursed to the Recipient prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

44. TIMING. Time is of the essence. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
45. TRAVEL AND PER DIEM. No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of

Default and result in termination of this Agreement. Any reimbursement for necessary travel and per diem shall be set pursuant to and at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.

46. UNDISBURSED FUNDS. The Recipient is not entitled to interest earned on undisbursed funds.
47. UNENFORCEABLE PROVISION; SEVERABILITY. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
48. UNION ACTIVITIES: The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.
49. VENUE. Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.
50. WAIVER AND RIGHTS OF THE STATE WATER BOARD. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.
51. WATER CONSERVATION AND EFFICIENCY PROGRAMS: The Recipient acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of this Agreement. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.
52. WATER DIVERSION AND USE: To the extent applicable, the Recipient has complied with, and shall continue to comply with, the requirements of Water Code, division 2, part 5.1, section 5100 et seq. for filing statements of water diversion and use.
53. WITHHOLDING OF DISBURSEMENTS AND REIMBURSEMENTS. Notwithstanding any other provision of this Agreement, the State Water Board

may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- a) Failure of the Recipient to maintain reasonable progress on the Project as determined by the Division;
- b) Commencement of litigation or a judicial or administrative proceeding related to the Project, or Recipient that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- c) Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- e) The Recipient's material violation of, or threat to materially violate, any provision of this Agreement;
- f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents directly or indirectly regarding the Project;
- g) An event requiring notice under this Agreement; or
- h) An Event of Default or an event that the Division determines may become an Event of Default.

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

Each capitalized term used in this Agreement has the following meaning:

- “Allowance” means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- “Authorized Representative” means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the authorized representative by title.
- “Completion of Construction” means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- “District Office” means District Office of the Division of Drinking Water of the State Water Board.
- “Division of Drinking Water” means the Division of Drinking Water of the State Water Board.
- “Eligible Construction Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- “Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- “Enterprise Fund” means the enterprise fund of the Recipient in which Revenues are deposited.
- “Event of Default” means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines

would materially impair the Recipient's ability to satisfy its obligations under this Agreement.

- b) Failure to operate the Project, unless the Division has given its approval for such non-operation.
 - c) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
 - d) Failure to obtain and keep necessary water rights for the Useful Life of the Project.
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- “Policy” means the State Water Board’s “Policy for Implementing the Drinking Water State Revolving Fund,” as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
- “Recipient” means Pajaro/Sunny Mesa Community Services District.
- “Revenues” means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient’s behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- “System” means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient, or its successor agency, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- “Useful Life” means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and covenants each of the following:

- a. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.
- b. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
- c. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of this Agreement by the Recipient.

- d. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.
- e. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- f. The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- g. Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.
- h. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- i. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
- j. The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third-party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.
- k. The Recipient possesses all water rights necessary for this Project.

- I. The Recipient and its principals, contractors, and subcontractors to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part by the United States Environmental Protection Agency and the State Water Resources Control Board under the federal Emerging Contaminants in Small or Disadvantaged Communities Grant Program. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 TECHNICAL, FINANCIAL, AND ENVIRONMENTAL SPECIAL CONDITIONS.

Technical Special Conditions:

1. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division's Project Manager and the Monterey County Health Department.
2. The Recipient shall submit its professional engineering services contract(s) to the Division for approval prior to disbursement of funds for costs incurred under such contract(s).
3. Upon completion of the Project, the Recipient shall submit a water supply permit amendment request for review to the Monterey County Health Department.
4. The Recipient acknowledges the provisions of California's Water Measurement Law (California Water Code, Division 1, Chapter 8, commencing with Section 500), and the Recipient agrees to commence charging, not later than one year following Project completion, a volumetric water rate to all customers whose water meters were installed as a component of the Project.

5. Prior to completion of the Project, the Recipient shall demonstrate, in a form satisfactory to the Division of Drinking Water, the physical disconnection and demolition of the Well WS-1 from the potable water system.
6. The Recipient shall allow US EPA access to Struve Road Water System #2.
7. Prior to disbursement for construction, the Recipient shall record the Easement Agreement between Struve Road Water System #2 and the Recipient and this Agreement shall "run with the land".
8. The Recipient shall submit bridge loan documents for review and approval as part of the Final Budget Approval.

Financial Special Conditions:

1. In addition to the requirements to comply with GAAP stated elsewhere in this Agreement, the Recipient shall include management's discussion and analysis in its annual financial reports to the extent required by GAAP.
2. If requested by the Division, the Recipient shall submit audited financial reports on an annual basis until completion of the Project. The Division may withhold disbursements at its discretion until reports satisfactory to the Division are submitted.

Environmental Special Conditions:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The letter dated March 30, 2023, from Stephen Henry of the United States Fish and Wildlife Service, North Coast Division (USFWS) to Lily Lee of the USEPA. The Recipient shall implement all avoidance measures therein.
 - b. The Mitigation Monitoring and Reporting Program adopted by the Pajaro Sunny Mesa Community Services District on October 22, 2020 for the Project. The Recipient shall implement all mitigation measures therein.
2. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approvals from the State Water Board and the USFWS.
3. The Recipient shall provide notice to the Division's Senior Cultural Resources Officer, Lisa.Machado@waterboards.ca.gov or (916) 323-0626 within 24 hours of the discovery of any potential tribal cultural resource and/or archaeological or historical resource, and shall notify the Division promptly upon the discovery of any

unexpected endangered or threatened species, as defined in the federal Endangered Species Act. For additional requirements, please refer to Exhibit C of this Agreement.

REPORTING TO THE STATE WATER BOARD

1. In the Recipient's Progress Reports and the Project Completion Report, submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with all environmental measures identified in this Exhibit D, with separate sections clearly labeled with section titles, discussing the status of Recipient's compliance with:

- a. Endangered Species Act, Section 7-the letter dated March 30, 2023, from Stephen Henry of the USFWS, North Coast Division to Lily Lee of the USEPA.
- b. Mitigation Monitoring and Reporting Program measures adopted for the Project.

D.5 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement.

The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.6 FUNDS RELATED TO CONTAMINATION.

- a. As a condition precedent to this Agreement, the Recipient shall (i) notify the Division of any demands, including but not limited to litigation and insurance claims, made by the Recipient against third parties for reimbursement of costs, monetary damages, or other relief, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP), perfluoroalkyl and polyfluoroalkyl substances (PFAS), or other contaminants (Contamination-Related Demands); (ii) notify the Division of any payments or funds received by the Recipient, agreements, settlements, and court or administrative orders that have arisen out of or are related to drinking water contamination or Contamination-Related Demands (Contamination-Related Payments, Agreements, or Orders); and (iii) to the extent requested by the Division or the Division's counsel, provide information and access to

documentation of any Contamination-Related Demands and Contamination-Related Payments, Agreements, or Orders.

- b. After execution of this Agreement, the Recipient shall promptly notify the Division of the new occurrence of any Contamination-Related Demands and Contamination-Related Payments, Agreements, or Orders. Upon request, the Recipient shall promptly provide information and access to documents to the extent requested by the Division or the Division's counsel.
- c. The Recipient shall not spend or allocate any funds received as a result of Contamination-Related Demands or Contamination-Related Payments, Agreements, or Orders (Recovered Funds) unless the Recipient has obtained written consent for the use of such Recovered Funds from the Division. At the discretion of the Division, the Project Funding Amount of this Agreement may be reduced, disbursements may be withheld, and the Agreement may be rescinded, to offset the amount of any Recovered Funds or any Contamination-Related Payments, Agreements, or Orders. Upon demand by the Division, the Recipient shall return Project Funds to offset any Recovered Funds or Contamination-Related Payments, Agreements, or Orders within thirty (30) days or within another time period approved by the Division. The Recipient shall ensure that no duplicative reimbursements of costs occur under this Agreement and any past or future Recovered Funds or Contamination-Related Payments, Agreements, or Orders. Noncompliance with this Funds Related to Contamination section shall be an Event of Default.
- d. If the Recipient is not regulated by the California Public Utilities Commission (CPUC), the provisions of this paragraph (d) shall apply. If the Division provides written consent, the Recipient may place Recovered Funds into a restricted reserve account to be used for one of the following purposes but only if such purpose is approved by the Division: (1) as co-funding or match funding for the Project, (2) for a capital improvement project other than the Project that addresses the associated drinking water contamination, (3) for Operations and Maintenance Costs related to addressing the associated drinking water contamination, (4) for Operations and Maintenance Costs of the System in general, or (5) for other purposes approved by the Division. To the extent requested by the Division, the Recipient shall provide access to (i) documentation satisfactory to the Division showing the total amount of Recovered Funds deposited into a restricted reserve account prior to the start of construction of the Project and (ii) documentation thereafter of any Recovered Funds that Recipient receives and places into such an account.
- e. If the Recipient is regulated by the CPUC, paragraph (d) shall not apply, and the Recipient shall comply with all applicable CPUC rules with respect to the Recovered Funds and shall provide to the Division copies of all notices, applications, and any other documents filed with the CPUC, and any documents

issued by the CPUC, within 10 days of submittal or issuance as applicable, with respect to the receipt and use of Recovered Funds and with respect to any proposed transfer of any assets funded by Recovered Funds.

D.7 APPOINTMENT OF RECEIVER OR CUSTODIAN.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.8 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.9 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.10 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.11 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.12 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify (1) the Project Manager by phone and by email, (2) the Division's Senior Cultural Resources Officer, Lisa.Machado@waterboards.ca.gov or (916) 323-0626), and (3) the Division by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov, of any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area. Should a potential tribal cultural resource or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the Project, the Recipient shall comply with such provisions. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.

(b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- (3) Loss, theft, damage, or impairment to the Project;
- (4) Events of Default, except as otherwise set forth in this section;
- (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
- (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or
- (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

(c) The Recipient must notify the Division in writing within ten (10) business days of the following events:

- (1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;
- (2) Consideration of dissolution, or disincorporation;
- (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or
- (4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for

reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

- (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- (5) The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- (6) Any Project monitoring, demonstration, or other implementation activities required in this Agreement, if any;
- (7) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (8) Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- (9) The award of the prime construction contract for the Project and initiation of construction of the Project;
- (10) Completion of Construction, and actual Project Completion; or
- (11) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds.

D.13 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.14 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.15 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, section 15000 et seq.

- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Water Code section 10608.56.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

D.16 EXECUTIVE ORDER N-6-22—RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The

EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.17 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this

Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.18 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the USEPA, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.19 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act (SAA) of 1984, 2 CFR part 200, subpart F, and 2 CFR section 200.302, and updates or revisions, thereto, including but not limited to:

- Maintain an annual (Fiscal Year) accounting system and identify all expenditures of federal financial assistance;
- Conduct a SAA audit using an independent auditor in those Fiscal Years when expenditures of total federal financial assistance equal or exceed \$750,000, and submit the SAA audit to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months of the end of the audit period;
- Notify the Division when a SAA audit has been conducted and submitted to the Federal Audit Clearinghouse;
- Notify and provide the Division with a copy of the SAA audit within thirty (30) days of completion of the audit;
- Inform the Division of findings and recommendations pertaining to federal financial assistance provided through the State Water Board contained in SAA audits conducted by the Recipient;
- Initiate corrective actions for audit reports with findings and recommendations that impact federal financial assistance provided through the State Water Board and notify the Division when corrective actions are complete.

D.20 FEDERAL AWARD INFORMATION.

- Subrecipient name: CA State Water Resources Control Board
- Subrecipient's Unique Entity Identifier: 68-0281986
- Federal Award Identification Number (FAIN): 98T84501
- Federal Award Date: 9/1/2023
- Federal Award Amount: \$169,115,000
- Federal award project description: This agreement provides funding under the Infrastructure Investment and Jobs Act (IIJA) to the State of California to implement resources and priorities to help address Per-and polyfluoroalkyl substances (PFAS) and emerging contaminant challenges; target resources to communities most in need of assistance to ensure that no community is left behind with unsafe, inadequate water; and advance the priorities of equity and environmental justice. California will provide technical assistance to public water systems serving small or disadvantaged communities to address PFAS and other emerging contaminants with this award funding.
- Federal Awarding Agency: USEPA, Region 9, Water Division, WTR-4, 75 Hawthorne Street, San Francisco, CA 94105. Awarding official for USEPA is Carolyn Truong, Grant Management Officer.
- CFDA Number and Name: 66.442 – Emerging Contaminants in Small or Disadvantaged Communities Grant Program.
- Pass-through Entity: California State Water Resources Control Board, 1001 I Street, Sacramento, CA 95814. Awarding official for the State Water Board is Joe Karkoski.
- Subaward Period: 11/15/2021 to 12/31/2026
- Amount of federal funds obligated by this action: \$15,000,000
- Total amount of federal funds obligated to the subrecipient: \$15,000,000
- The State Water Board's indirect cost rate for the Federal Award is 84.36%.
- The award is not for purposes of R&D.
- The Recipient's indirect cost rate for this Agreement is fifteen (15%) percent.

D.21 FEDERAL SUBAWARD CONDITIONS.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- (1) The Recipient shall comply with applicable USEPA general terms and conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.
- (2) The Recipient acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to “iron and steel products” requirements described in section C.4.3 (i) above. Specifically, unless (1) the Recipient has requested and obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or (2) the State Water Board and, to the extent the Project is co-funded by any other agency using federal funds subject to BABA requirements, each such agency has advised the Recipient in writing that the BABA requirements are not applicable to the Project, the Recipient shall ensure and certifies that, as these terms are defined within and made applicable by Public Law 117-58:
 - a. all iron and steel used in the Project are produced in the United States;
 - b. the manufactured products used in the Project are produced in the United States; and
 - c. the construction materials used in the Project are produced in the United States.

The Recipient must require its contractors and subcontractors to comply with all applicable BABA requirements and must include the following provision in its contracts and subcontracts under this Agreement:

“The contractor acknowledges to and for the benefit of the [name of the Recipient] and the State Water Board that it understands the goods and services under this contract are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the contractor pursuant to this contract. The contractor hereby represents and warrants to and for the benefit of the [name of the Recipient] and the State Water Board (a) the contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will

be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the [name of the Recipient] and the State Water Board. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the contractor shall permit the [name of the Recipient] and the State Water Board to recover as damages against the contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the [name of the Recipient] and the State Water Board resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Water Board or any damages owed to the State Water Board by the [name of the Recipient]). If the contractor has no direct contractual privity with the State Water Board, as a lender or awardee to the [name of the Recipient] for the funding of its project, the [name of the Recipient] and the contractor agree that the State Water Board is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Water Board."

The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing.

- (3) To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- (4) USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- (5) Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- (6) Any electronic and information technology systems or products funded through this Agreement must be designed to include usability features or functions that accommodate the needs of persons with disabilities (including those who use assistive technology). The Recipient acknowledges that it is encouraged to follow guidelines established under section 508 of the Rehabilitation Act, codified at 36 CFR part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- (7) The Recipient, its employees, contractors and subcontractors, and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- (8) The Recipient certifies to the best of its knowledge and belief that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

- (9) The Recipient, its contractors, and subcontractors, shall comply with all applicable civil rights statutes, regulations, and national policy requirements, including Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, section 13 of the CWA, Title IX of the Education Amendments of 1972 (including 40 CFR part 5), 40 CFR part 7, and Executive Order 13798 (2 CFR section 200.300).
- (10) Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- (11) The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- (12) The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. The Recipient shall abide by the applicable portions of the USEPA State Grant Cybersecurity Condition, available at <https://www.epa.gov/grants/state-grant-cybersecurity-condition/>.
- (13) All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to

USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

- (14) The Recipient represents that it is not a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a federal law within the preceding twenty-four (24) months.
- (15) The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- (16) The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- (17) The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in

Testing, Research, and Training,” available at
<http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

- (18) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§ 4601-4655. The Recipient must comply with the Act’s implementing regulations at 49 CFR 24.101 through 24.105.
- (19) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <https://sam.gov/>.
- (20) The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient’s exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board’s performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- (21) The Recipient certifies that no Project Funds will be used on:
 - a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in

consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

- d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.
- (22) The Recipient agrees to comply with all federal environmental cross-cutters, including the following:
- a. Archeological and Historic Preservation Act (16 U.S.C. § 469, et seq.)
 - b. Clean Air Act Conformity (42 U.S.C. § 7401)
 - c. Clean Water Act (33 U.S.C. § 1251, et seq.)
 - d. Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
 - e. Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
 - f. Endangered Species Act (16 U.S.C. § 1531 et seq.)
 - g. Environmental Justice, Executive Order 12898
 - h. Revitalizing Our Nation's Commitment to Environmental Justice for All, Executive Order 14096 Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Executive Order 13985
 - i. Tackling the Climate Crisis at Home and Abroad, Executive Order 14008
 - j. Farmland Protection Policy Act (7 U.S.C. § 4201 et seq.)
 - k. Fish and Wildlife Coordination Act, 16 U.S.C. § 661, et seq.
 - l. Floodplain Management (Executive Order 11988, as amended by Executive Orders 12148 and 13690)
 - m. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
 - n. National Historic Preservation Act (54 U.S.C. §§ 300101 et seq.)
 - o. Safe Drinking Water Act, Pub. L. 93-523, as amended.
 - p. Wetlands Protection, Executive Order No. 11990, as amended by Executive Order No. 12608
 - q. Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
- (23) The Recipient shall follow the procurement procedures set forth at 2 CFR sections 200.318 to 200.326, including those requiring competition, when the Recipient acquires goods and services from contractors or consultants or awards any contracts in any way related to the Project. The Recipient acknowledges that it is subject to pre-procurement review by the USEPA and the State Water Board. The Recipient shall include the language in Appendix II to 2 CFR part 200 in all contracts and subcontracts to be awarded for the Project.

- (24) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable. In addition to any requirements imposed by the State Water Board, the Recipient shall abide by the federal cost principles in subpart E to 2 CFR part 200 in determining allowable and allocable costs.
- (25) The Recipient shall abide by the property management and disposition requirements in 2 CFR sections 200.310 through 200.316 for property, equipment, or supplies acquired with funds provided under this Agreement.
- (26) The Recipient shall promptly complete all actions necessary to ensure closeout of this subaward by the State Water Board, including:
- a. The Recipient shall submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the State Water Board to complete closeout of the subaward. The State Water Board may approve extensions when requested by the Recipient, but is not obligated to do so.
 - b. Unless the State Water Board authorizes an extension, the Recipient must liquidate all obligations incurred under this subaward not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the federal award.
 - c. The Recipient must promptly refund any balances of unobligated cash that the State Water Board paid that are not authorized to be retained by the Recipient for use in other projects. See OMB Circular A-129 and see 2 CFR section 200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.
 - d. The Recipient must account for any real and personal property acquired with funds provided under this Agreement or received from the federal government in accordance with 2 CFR sections 200.310 through 200.316 and section 200.329. If required by the Division, the Recipient shall submit reports annual on the status of any real property in accordance with section 200.329. This requirement shall survive the term of this Agreement.
 - e. Closeout does not affect or otherwise alter:

- i. The right of the State Water Board and/or the USEPA to disallow costs and recover funds on the basis of a later audit or other review.
 - ii. The obligation of the Recipient to return any funds due as a result of later refunds, corrections, or other transactions including final Indirect Cost rate adjustments.
 - iii. The right of the State Water Board or USEPA to require an audit under subpart F of 2 CFR part 200.
 - iv. Any property management and disposition requirements set forth in 2 CFR sections 200.310 through 200.316 and section 200.329.
 - v. Records retention as required by this Agreement.
- (27) The salary rate paid to individual consultants retained by the Recipient or the Recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at an hourly or daily rate. This rate does not include overhead or travel expenses. Contracts with firms for services which are awarded using the procurement requirements in subpart D to 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the Recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. (2 CFR 1500.9 and EPA Subaward Policy.)
- (28) Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. (USEPA Subaward Policy.)
- (29) If this Agreement includes activities involving the performance or use of environmental instruments, QAPPs must be developed for these projects. These documents must be submitted and approved by the State Water Board's quality assurance manager before measurement activities are undertaken.
- (30) If, during the previous fiscal year, the Recipient has received eighty percent (80%) or more of its gross annual revenue and/or \$25,000,000 or more in annual gross revenue from federal financial assistance subject to

the Federal Funding Accountability and Transparency Act, as defined in Code of Federal Regulations, Title 2, section 170.320, then the Recipient shall report the names and total compensation of each of the Recipient's five (5) most highly compensated executives for the Recipient's preceding completed fiscal year to the State Water Board within (ten) 10 days of the issuance of this Agreement for reporting purposes.

- (31) The Recipient shall follow USEPA Policy Directive Number FEM-2012-02. The Recipient agrees to demonstrate the competency of any laboratory carrying out any activities involving the generation of environmental data on its behalf. Laboratory competency shall be maintained for the duration of the project period of this Agreement and documented during the annual reporting process. A copy of the policy is available online at <https://www.epa.gov/measurements/>.

D.22 NON-EXCLUSIVE REMEDIES FOR NON-COMPLIANCE WITH FEDERAL REQUIREMENTS.

In addition to any other remedies by the State Water Board as may be set forth elsewhere in this Agreement, in the event that the Recipient fails to comply with any federal statutes, regulations, or the terms and conditions of a federal award, including this subaward, the State Water Board may, in its discretion:

- (a) Impose any conditions described in 2 CFR section 200.207;
- (b) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Recipient;
- (c) Disallow (that is, deny both use of funds and any applicable Match Contribution credit toward) all or part of the cost of any activity or action not in compliance;
- (d) Wholly or partly suspend or terminate the federal subaward;
- (e) Recommend suspension or debarment proceedings be initiated by the USEPA as authorized under 2 CFR part 180;
- (f) Withhold further federal awards for the project or program; and
- (g) Take other remedies that may be legally available.

Documents Transmitted back to Adobe by the Recipient:

Steps:

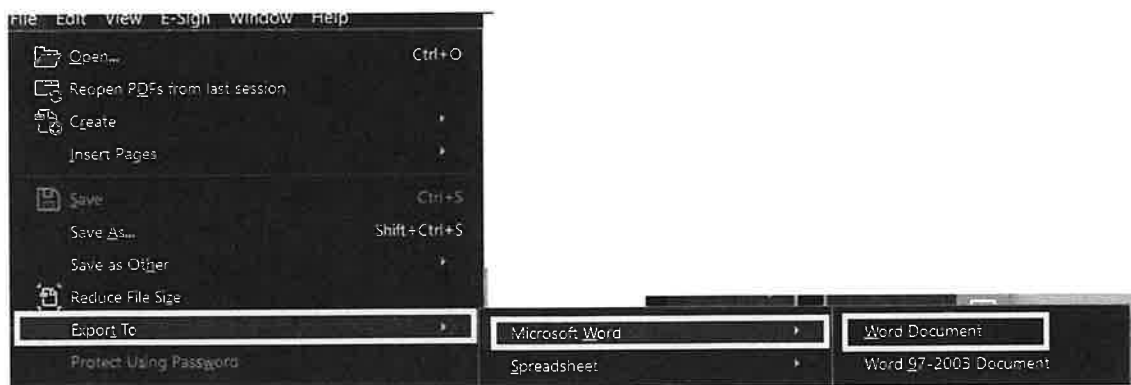
1. Once the Adobe notification has been received, the Recipient will open Adobe. The Recipient must checkmark the box to agree to the Consumer Disclosure. Click on **[Accept]**



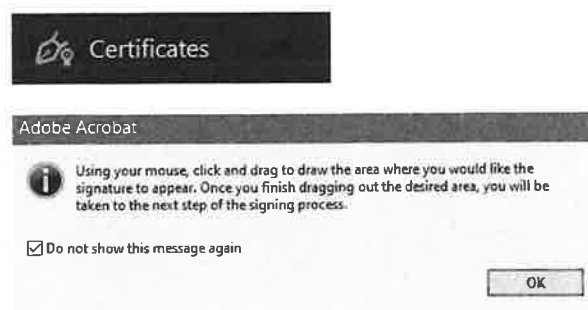
2. The Recipient will need to download the (PDF) documents by selecting the corresponding radio button. Ensure to save the documents to the desired location.



3. Once you have saved the documents to the desired location, the Recipient will proceed with generating the required closing documents. For the documents to be edited, you must save your file in Word format. Click on **[File-Export To-Microsoft Word – Word Document]**



4. Once the Recipient has completed the closing documents, the file must be saved as "Adobe PDF" for their respective digital signatures to be entered.
5. The Recipient will select **[Certificates]** from the tools field and using your mouse, click and drag to draw the area where you would like the signature to appear. A dialogue message box will display your Digital ID press **[Continue]** and click on **[Sign]**. **[Save]**



6. The Recipient will attach the signed documents to Adobe by clicking the **[Click to Attachment]** and downloading the signed document(s).

Click to Attach ...

7. Once the closing document(s) have been attached, the Recipient will click on the **[Click to Sign]** button.



[DATE]

[FORM OF OPINION OF GENERAL COUNSEL – insert your letterhead]

State Water Resources Control Board
Division of Financial Assistance
Attn: Maria Nanca
1001 I Street, 16th Floor
Sacramento, CA 95814

Re: Pajaro/Sunny Mesa Community Services District (“Recipient”) – Springfield Water System Improvements Project – Project No. 2700771-001C (“Project”) – Agreement No. D2402002 (“Agreement”)

Ladies and Gentlemen:

I am/This firm acts as General Counsel to the Recipient in connection with the Project. This opinion is delivered to the State Water Resources Control Board (“State Water Board”) at the request of the Recipient. In connection therewith, I have examined the laws pertaining to the Recipient, originals of the Agreement between the Recipient and the State Water Board, the Recipient’s authorized representative resolution [number] adopted on [DATE], the Recipient’s rate-setting resolution [number] adopted on [DATE], (collectively, “the Resolutions”), and such other documents, legal opinions, instruments and records, and have made such investigation of law, as I have considered necessary or appropriate for the purpose of this opinion.

Based on the foregoing, it is my opinion that:

- a. The Recipient, a general law city/charter city/county/special district of the State of California duly organized, validly existing under the laws of the State of California pursuant to [INSERT SPECIFIC CODE SECTIONS], has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.
- b. The Resolutions have been duly adopted at meetings of the Recipient which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolutions were adopted. The Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.

- c. To the best of my knowledge and based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the Recipient to be taken by the Recipient in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the Recipient prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.
- d. To the best of my knowledge and based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the Recipient or any amendments thereto, (ii) the ordinances or by laws of the Recipient, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the Recipient is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order. All material contracts, agreements, or leases are listed in Exhibit D of the Agreement.
- e. [paragraph required for construction projects; delete if solely planning and no access to property will occur during planning]: To the best of my knowledge and based upon a reasonable investigation, the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) with respect to any property acquired for the purposes of the Project. These property rights extend for at least 50 years from today's date, as follows: [in perpetuity][date certain].
- f. To the best of my knowledge and based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before any court, or by any federal, state, municipal or other governmental authority pending or threatened against or affecting the Project or the system of which the Project is a part (the System), or the assets, properties, or operations of the Recipient relating to the Project or System, which, if determined adversely to the Recipient or its interests would result in any material change in the assets or financial condition of the Recipient, the Project, or the

System; and the Recipient is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the Recipient, the Project, or the System.

- g. No facts have come to my attention which lead me to believe that the Recipient's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.
- h. The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Sincerely,

General Counsel
[Recipient Name]

California Environmental Quality Act (CEQA) Determination

Pajaro/Sunny Mesa Community Services District (Applicant)
 Springfield Water Systems Improvements Project (Project)
 Project Number: 2700771-001C

As the Deputy Director for the State Water Resources Control Board (State Water Board), Division of Financial Assistance, I have been delegated the authority to approve and execute financing agreements for projects that are routine and non-controversial. The execution of a financing agreement is an action that is subject to CEQA. The authority to make this CEQA determination necessarily accompanies the delegation to approve and execute the financing agreement for this Project.

1. The Applicant is the CEQA Lead Agency and has prepared an Initial Study/Mitigated Negative Declaration (MND) titled Springfield Water Systems Improvements Project, for the Project which was circulated through the Governor's Office of Planning and Research (OPR), State Clearinghouse (No. 2020080200) for review and comments. The Applicant adopted the MND and a Mitigation Monitoring and Reporting Program (MMRP) and approved the Project on October 22, 2020. The Applicant filed a Notice of Determination with the Monterey County Clerk and the OPR on October 27, 2020.
2. The State Water Board is a Responsible Agency under CEQA. A Responsible Agency complies with CEQA by considering the MND and MMRP prepared by the Lead Agency and by reaching its own conclusions on whether and how to approve the Project involved. The State Water Board has independently considered the MND and MMRP, and pursuant to my delegated authority, I make the following determinations regarding the Project:
 - The Project will not result in any significant adverse water quality impacts.
 - The MND and MMRP include mitigation measures for biological resources and cultural resources that mitigate potential environmental impacts to less than significant levels for these impact categories. Changes or alterations to the Project based on these mitigation measure(s) are within the responsibility and jurisdiction of other public agencies and are not within the jurisdiction of the State Water Board. Such changes either have been adopted by other relevant agencies or can and should be adopted by such other agencies.

A final copy of the MND, MMRP, comments and responses, and records of the financing approval for the Project are available to the general public at the State Water Board, Division of Financial Assistance at 1001 I Street, 16th Floor, Sacramento, CA 95814.

Joe Karkoski Digitally signed by Joe Karkoski
 Date: 2025.01.02 08:47:46
 -08'00'

Joe Karkoski, Deputy Director
 Division of Financial Assistance

RESOLUTION NO. 01-01-25

A RESOLUTION OF THE BOARD OF DIRECTORS OF PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT, AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD AND DESIGNATE THE GENERAL MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE SPRINGFIELD WATER SYSTEM IMPROVEMENTS PROJECT

Whereas, Pajaro/Sunny Mesa Community Services District ("District") has submitted an application to the California State Water Resources Control Board ("SWRCB") for funding for the Springfield Water System Improvements Project ("Project"); and

Whereas, prior to the SWRCB's execution of a funding agreement, the District is required to adopt a resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement on behalf of the District, and to carry out other necessary Project-related activities.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Pajaro/Sunny Mesa Community Services District as follows:

1. The Board hereby finds and determines that the foregoing recitals are severally ratified, confirmed, approved, and adopted in all respects.
2. The District is hereby authorized to carry out the Project, enter into a funding agreement with SWRCB, and accept and expend State funds for the Project.
3. The General Manager, or designee, is hereby authorized and designated to sign, for and on behalf of the District, the funding agreement for the Project and any amendments thereto.
4. That the General Manager, or designee, is hereby authorized and designated to represent the District in carrying out the District's responsibilities under the funding agreement, including certifying invoices and disbursement requests for Project costs on behalf of the District and compliance with applicable state and federal laws.
5. Any and all actions, whether previously or subsequently taken by the District, which are consistent with the intent and purposes of the foregoing Resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.
6. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The Board hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

7. The General Manager or designee is hereby authorized to take all actions necessary to implement this Resolution.
8. This Resolution shall take effective immediately.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Pajaro/Sunny Mesa Community Services District duly held on the 23rd of January 2025, upon motion of Director , seconded by Director , and carried by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Anderson, President of the Board of Directors

CERTIFICATE OF SECRETARY

I, Judith Vazquez-Varela, as the duly elected Secretary of the Board of Directors of the Pajaro/Sunny Mesa Community Services District, Monterey County, California, do hereby certify that the above resolution is a full, true and correct copy of said Resolution passed and adopted by the Board of Directors at a meeting held on the 23rd of January 2025, and that said Resolution is now spread upon the minutes of said Board.

Secretary of the Board of Directors

Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project (PSMS)

ACTION: Approve Design-Build Procurement Method and Selection Criteria for Pajaro – Sunny Mesa – Springfield

Summary:

Due to the nature of the funding source(s) the District is pursuing, it is likely the District will have approximately 3 years to complete the Project. Given the scope of the Project and the likely funding deadline, Staff recommends a Design-Build Procurement instead of the traditional Design, Bid, Build Procurement process. The Design-Build Procurement will be done in two phases: a Request for Qualifications (RFQ) phase and a Request for Proposal phase. The RFQ phase will require qualified firms to provide a Statement of Qualifications (SOQ), from which the top three firms will be selected using the RFQ criteria approved by the Board. Upon selection of the top three firms, an RFP will be issued for the competing firms to submit a technical and cost proposal to provide design and construction services. The top firm will be selected based on criteria approved by Board.

A tentative RFQ/RFP schedule is listed below:

Date	Activity
January 23, 2025	Board Approval of RFQ/RFP Criteria
February 10, 2025	Issue RFQ
March 28, 2025	State of Qualifications (SOQ) Due
April 18, 2025	Notification of Short-Listed Offerors
April 18, 2025	Issue RFP
June 20, 2025	Proposal Due
July 25, 2025	Notification of Preferred Offeror

The RFQ and RFP criteria are recommended as follows:

RFQ Phase Selection Criteria & Weights

Statement of Qualifications	Total Weight: <u>100%</u>
Team Organization	<u>10</u> percent
Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity	<u>30</u> percent
Design-Build Design, Engineering, and Permitting Past Performance	<u>25</u> percent
Design-Build Construction Past Performance	<u>25</u> percent
Design-Build Project Management Past Performance	<u>10</u> percent

RFP Phase Selection Criteria & Weights

Technical Proposal		Total Weight: 60
	Overall Management Approach	10 percent
	Collaboration and Integration	5 percent
	Design Development and Management	10 percent
	Project Sequencing and Scheduling	20 percent
	Proposed Design	15 percent
Interview		Total Weight: 30 percent
Price Proposal		Total Weight: 10 percent

Recommendations:

1. Approve Design-Build Procurement method for Project.
2. Review recommended RFQ and RFP selection criteria and weighting factors and make changes as applicable.
3. Approve RFQ and RFP selection criteria and weighting factors, including any changes recommended by the Board.

Progress Report
Delany WC Feasibility Study
January 23, 2025

Project Overview

Delany WC (17 water connections) received Technical Assistance for the completion of a Feasibility Study for the consolidation to the Vega Rd #01 Water System.

Feasibility Study

Draft is due 1/31/2025 and final is due 4/30/2025. Water quality will be a critical factor in the consolidation needs. Due to the nature of the terrain in the area, the consideration for consolidation will be evaluated by zones based on feasibility. **The study will be divided into phases, first phase will be the systems easily intertied, second phase will be those within a 1-mile radius in need of mainline extension, and third phase will be all those outside of the 1-mile radius. Provost and Prichard requested additional Vega Water System information to verify the ability of consolidation.**

Community Outreach

5 other small water systems have shown interest in a potential consolidation with the Vega Rd #01 WS, totaling 44 connections.

PSMCS D Connection Fees

The State has reported a concern with the Vega connection fee. They cannot fund construction that has been completed. The group would like to know if the Board is willing to negotiate the connection fee, they would like to attend a Board meeting to discuss. **Staff will invite Delany Representative and Provost and Prichard Consulting representatives to the February meeting.**

DISTRICT OPERATIONS REPORT
January 23, 2025

TOPIC	STATUS	DATE OF PLANNED RESPONSE
Grants & Loans Active	SRF Planning Grant Springfield: Springfield Planning Grant – The California Department of Fish and Wildlife, Incidental Take Permit Application has been deemed complete. Technical, Design and Environmental packets are complete and under review by State. MNS Engineers completed 100% plans and design.	On Agenda
Pajaro Park	The Board and Staff are considering Operations funding. Per Marilyn Vierra, Chief of Staff Supervisor Church, Mo. Co. will provide \$59,000 per year to the Pajaro Park, until the parks master plan is complete. On December 14, 2024, a tree uprooted and damaged approximately 96 feet of fence, the tree is in the process of being removed in order to replace the damaged fence. Staff will submit a claim to ACWA JPIA. Awaiting proposal for fence replacement.	January 2025
Hazard Mitigation Plan	The Local Hazard Mitigation Plan has been officially adopted by FEMA on April 5, 2023. Final invoice has been reimbursed. Close-out documentation has been submitted to CalOES for review.	No Report
Multi Community Bottled Water Project	Springfield Water System, Moss Landing Mobile Home Park, Springfield/Bluff/Jensen and Giberson Roads. Staff submitted a reimbursement request for November's services.	January 2025
ACWA JPIA 2024 Wellness Grant	2024 Wellness Grant application was approved.	No Report
Tank Replacement/Rehab Grant Project	Presented the District needs to State Water Boards-Division of Financial Assistance (DFA). State Representatives requested a pre-application to be submitted to find the correct funding source for project. Pre-application has been submitted.	No Report
Pajaro Long-term Recovery	Working with Monterey County Department of Emergency Management to replace Pajaro Park field and play area turf. Also, to add more benches, tables and shaded areas. County of Monterey Applications for recovery assistance are still under review. District applied for a \$15,000 beautification grant to replace grass with drought resilient plants at the District office. Monterey County Parks Department is considering completing the turf replacement project and playground area upgrade to save Engineering and bidding process. County of Monterey Department of Emergency Management has provided a draft Memorandum of Understanding for Board Review. District Counsel completed revisions to MOU.	On Agenda

DISTRICT OPERATIONS REPORT

January 23, 2025

Current Water System Repairs	<ul style="list-style-type: none"> • All backup generators were topped off with diesel in preparation for winter season <p>Blackie Road #18 WS: Langley/Valle Pacifico WS:</p> <ul style="list-style-type: none"> • Arsenic removal media was changed 12/30/24. <p>Moss Landing Harbor WS:</p> <ul style="list-style-type: none"> • The San Jose State University saltwater service line leak was repaired by their contractor. <p>Normco WS: Pajaro WS:</p> <ul style="list-style-type: none"> • Office, Pajaro well site and Pajaro Park alarm systems were upgraded by new provider First Alarm on 1/10/25. <p>Springfield Road WS:</p> <ul style="list-style-type: none"> • Held bid opening meeting on 1/15/25. • Lakeside Organics is farming near well site they have provided a pathway for our well access. <p>Sunny Mesa WS:</p> <ul style="list-style-type: none"> • Well #1 water quality results are still pending DDW approval. • Repaired well site gate latch. <p>Vega Road #01 WS:</p> <ul style="list-style-type: none"> • Kari Lane booster station pump and motor failed, a loaner was installed by Maggiora Bros. and Staff, we are currently waiting for the replacement pump and motor. <p>Vierra Estates WS: Parks:</p>	January 2025
Sunny Mesa Sewer	The district is holding monies that are to be refunded to the original Sunny Mesa Sewer customers. Balance Sheet Account #2320-Amount \$29,169.90. Staff is currently reviewing, and has spoken to Bianchi, Kasavan, and Pope for their opinion and assistance if needed.	No Report

Usage Comparison in Gallons 2023-2024

Water Systems	Dec-21	Dec-22	Dec-23	Dec-24
Pajaro	5,013,096	6,310,128	5,593,544	4,637,600
Normco	1,709,928	1,558,832	2,104,872	1,400,256
Sunny Mesa	1,283,568	1,669,536	1,798,192	1,347,148
Moss Landing	1,640,364	2,175,932	2,551,428	2,115,344
Vega	653,752	798,116	929,764	691,900
Vierra Estates	385,968	224,400	344,828	255,816
Springfield (pumped)	355,300	281,248	264,044	334,356
Langley/Valle Pacifico	138,380	183,260	230,384	145,860
Blackie	94,248	94,996	163,064	103,972
District Total	11,274,604	13,296,448	13,980,120	11,032,252

Water Systems	Dec-23	Dec-24	Percentage
Pajaro	5,593,544	4,637,600	↓ -17.1%
Normco	2,104,872	1,400,256	↓ -33.5%
Sunny Mesa	1,798,192	1,347,148	↓ -25.1%
Moss Landing	2,551,428	2,115,344	↓ -17.1%
Vega	929,764	691,900	↓ -25.6%
Vierra Estates	344,828	255,816	↓ -25.8%
Springfield (pumped)	264,044	334,356	↑ 26.6%
Langley/Valle Pacifico	230,384	145,860	↓ -36.7%
Blackie	163,064	103,972	↓ -36.2%
District Total	13,980,120	11,032,252	↓ -21.1%