

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

AUGUST 22, 2024
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/87541434659?pwd=3pivqPUrJ2BvKs43ZjF4D2D6zyHEcz.1> or by calling 1 (669) 444-9171 and when prompted, enter meeting ID: 875 4143 4659# and passcode 375000#. 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 (11/25) 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 _____

ADMINISTRATIVE STAFF:

- General Manager Judy Vazquez-Varela _____
- Operations Manager Sergio Ochoa _____
- Bookkeeper Amy Saldate _____
- Recorder Rocio Fernandez _____
- Heidi Quinn _____

DISTRICT COUNSEL:

P/SMCSD REGULAR BOARD MEETING AGENDA – August 22, 2024**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. DRAFT MINUTES OF JULY 25, 2024, REGULAR MEETING

Approval of draft minutes for Regular Meeting on 7/25/2024¹

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 _____

Old Business:**1. NONE****New Business:****1. REVIEW AND MOTION TO APPROVE DRAFT FINANCIAL REPORTS FOR JULY 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 July 2024

Motioned by: Director _____ Seconded by: Director _____

Ayes: _____ Noes: _____ Absent: _____ Abstained: _____

Motion passed: _____ Motion Failed: _____

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 – August 22, 2024

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 _____

2. REVIEW AND MOTION TO APPROVE AUGUST PAYMENTS (CHECK LISTING)

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve August payments

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 _____

3. REVIEW AND MOTION TO APPROVE RESOLUTION NO. 08-01-24 APPROVING PROPOSAL FROM TESCO CONTROLS AND DARREL VARNI ELECTRIC, INC. FOR MOTOR CONTROL CENTERS REPLACEMENT IN AN AMOUNT NOT-TO-EXCEED \$1,164,625

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Resolution No.08-01-24 Approving proposals for Motor Control Centers replacement

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 _____

4. CONSIDERATION, DISCUSSION AND MOTION GIVING DIRECTION REGARDING CONSULTING CONTRACT WITH DON ROSA

- Copy of contract

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Directing Staff after Board discussion regarding Consulting Contract

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

P/SMCSD REGULAR BOARD MEETING AGENDA – August 22, 2024

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 _____

5. REVIEW AND MOTION TO APPROVE RESOLUTION NO. 08-02-24 AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION, THE INCURRING OF AN INDEBTEDNESS, THE EXECUTION OF A LOAN AGREEMENT AND ANY AMENDMENT THERETO, A PROMISSORY NOTE AND ANY OTHER DOCUMENTS NECESSARY TO SECURE A LOAN FROM RURAL COMMUNITY ASSISTANCE CORPORATION

- Clarifying and Technical Questions to Staff
- Public Input
- Motion/Second
- Board Deliberation
- Motion to Approve Resolution No. 08-02-24 Authorizing the submission of a loan application to Rural Community Assistance Corporation

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. Pajaro Valley Golf Club
 - Parks Legacy Project description and development plan
2. Pajaro Park
 - District received the requested \$59,000
3. Water Conservation Program – Vierra Estates Water System
 - Leak detection was completed August 12, 2024 – awaiting report
 - Sunny Mesa Water System Well meter replacement is pending
4. Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project (PSMS)
 - Progress Report
5. Springfield Planning Grant
 - Progress Report
6. Hexavalent Chromium
 - New regulation Notice from State Water Boards

P/SMCSD REGULAR BOARD MEETING AGENDA – August 22, 2024

- 7. 2023-2024 Audit kickoff meeting August 28, 2024
 - Copy of engagement letter from Bianchi, Kasavan & Pope, LLC
- 8. Draft Agreement from Monterey County for the AB102 Funds
 - Copy of draft agreement and Exhibit A. The draft will go before the Board of Supervisors for approval before it is finalized. District Counsel is reviewing.
- 9. District Operations Report
- 10. Usage Comparison Report 2023/2024

CLOSED SESSION:

A. NONE

MOTION TO ADJOURN

Next Board meeting date: September 26, 2024

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 _____

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 July 25, 2024.

ROLL CALL:

President Donald Olsen
Vice President Sanford Coplin
Secretary Paul Anderson
Assistant Secretary Clinton Miller arrived at 5:31

ADMINISTRATIVE STAFF:

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

ABSENT DIRECTOR(S) & STAFF:

Treasurer Donald Chesterman

DISTRICT COUNSEL:

Absent

ADDITION(S) TO AGENDA: None

PUBLIC IN ATTENDANCE: None

PUBLIC COMMENTS: None

Action Items

1. Consider and approve the Minutes of the June 27, 2024, Regular Board Meeting

The motion was made by Director Anderson and seconded by Director Coplin to approve the Regular Board Meeting Minutes of June 27, 2024. Motion carried.

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

OLD BUSINESS:

1. Review and consider approving the final Pajaro/Sunny Mesa Community Services District Public Works Ordinance

A motion was made by Director Anderson and seconded by Director Miller to approve the final Pajaro/Sunny Mesa Community Services District Public Works Ordinance (second reading) with minor edits and publication. Motion carried.

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

MINUTES OF REGULAR BOARD MEETING – July 25, 2024

NEW BUSINESS: (Action Items)

1. Review and consider approving financial reports for June 2024

Bookkeeper Saldate reported to the Board of Directors that the Water Revenue in June was 2 percent over the budget projection. For the Indirect Expenses, the District saw an increase in Legal Expense due to receiving March through June Invoices and Engineering Services-District Wide had an increase due to receiving April and May Consulting services. Director Coplin expressed his displeasure of the consulting services with Don Rosa, he would like to terminate the contract and recommended this item be brought back to next month's meeting as an action item to cease services with Mr. Rosa.

The District saw an increase in the Direct Expense accounts for Water System Repair and Maintenance and Engineering Expenses due to leak repairs, arsenic media change-out, and easement survey. Other Income had an increase in Hydrant Sales Account for the rental of 3 hydrant meters. June's Total Income was more than Total Expenses by \$63,787. June's Cash was less than May's Cash by \$15,849. June's cash on hand was \$1,202,453.

Bookkeeper Saldate informed the Board that the Net Income for June was \$63,787 due to Indirect Expenses being 20 percent under budget.

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

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

MONTHLY EXPENDITURES REPORT FOR REVIEW

APPROVAL OF PAYMENTS:

2. Review and consider approving July 2024 payments
 1. General Fund 633: Total of \$1,469.42
 2. Operating Account: Check No. 25878 through Check No. 25906 totaling \$216,867.53
 3. Reserve Account: Total of \$74,427.00
 4. Street Maintenance Account: Total of \$1,135.15
 5. Pajaro Park Account: Total of \$1,621.47
 6. COP 2010 Account: Total of \$0.00
 7. Debt Service Reserve Account: Total of \$0.00

MINUTES OF REGULAR BOARD MEETING – July 25, 2024

Director Miller suggested taking photos and documenting serial number of newly purchased pole saw.

A motion was made by Director Miller and seconded by Director Olsen to approve the July 2024 payments. Motion carried.

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

3. Review and consider approving Draft Profit and Loss Budget Performance Report for Fiscal Year 2023/2024

Bookkeeper Saldate reported to the Board of Directors that the Total Income was just under projected budget at 97 percent. In the Indirect Expenses, the Computer Software, Auto Repair and Maintenance and Credit Card Transaction Fees accounts were over the projected budget. In the Direct Expenses the Parks Repair and Maintenance account was over budget due to the purchase of a new pole saw. Also, the Utilities Street Lighting account was over projected budget due to the PG&E rate increase. In Other Income Bookkeeper Saldate noted that Connection Fees account was noticeably over projected budget due to the four commercial connections.

A motion was made by Director Anderson and seconded by Director Miller to approve the Draft Profit and Loss Budget Performance Report for Fiscal Year 2023/2024. Motion carried.

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

4. Review and consider approving Resolution No. 07-01-24 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges

No discussion.

A motion was made by Director Coplin and seconded by Director Olsen to approve Resolution No. 07-01-24 Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges. Motion carried.

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

MINUTES OF REGULAR BOARD MEETING – July 25, 2024**STAFF/COMMITTEE REPORTS:** (Informational Only)

1. 2023 Flood Damage Report
 - Board Directors reviewed the updated proposals from Tesco Controls and Electrician for the Pajaro and Sunny Mesa Water Systems Motor Control Center replacements. Staff recommended pursuing sole sourcing with Tesco Controls for the MCC replacements. Director Anderson recommended sole sourcing with the stipulation that Tesco Controls provide payment and performance bonds.
2. Pajaro Park
 - The Kubota was found. Director Olsen worked out a discount with the towing company for the recovery of the Kubota. Claim was submitted to JPIA.
3. Water Conservation Program-Sunny Mesa and Vierra Estates Water Systems
 - Board Directors reviewed the work plan negotiated by Staff for a few services to be provided via the water conservation grant. Services included are the replacement of a six-inch meter for Sunny Mesa and low flow toilets and aerators for Ohlone Elementary School. Also, leak detection for the Vierra Estates Water System.
4. Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project (PSMS)
 - Staff is collaborating with Community Water Center and MNS Engineers for the purpose of a Pajaro, Sunny Mesa and Springfield area Regional Consolidation Project. The PSMS Project includes Consolidation between the Pajaro, Sunny Mesa Water Systems and approximately 88 households in the north of Moss Landing area. More information regarding the project is available on the District's website.
5. 2024 Local Agency Biennial Notice
 - The District's Conflict of Interest Code was amended by the Board of Directors in April 2023. Notice must be submitted this year.
6. Pajaro Water System PFAS Monitoring
 - District requested and received a waiver for the Pajaro Water System PFAS monitoring.
7. Springfield Planning Grant
 - Manager Vazquez-Varela reported that the funding source will now be Emerging Contaminants in Small or Disadvantaged Communities (ECSDC), and it should be an expedited process now expecting funding agreement in September 2024. She also reported that MNS Engineering has completed 100 percent design and Monterey County Health Department is currently reviewing. The Staging Area agreement is still pending North Monterey County Unified School District signature. And two easements are still pending signature.
8. District Operations Report
 - Generator Project
 - Moss Landing Tank site and Marlin pump station were inspected by Monterey Bay Air Resources District on July 23, 2024, and Permits to Operate were received the next day.

MINUTES OF REGULAR BOARD MEETING – July 25, 2024

Multi Community Bottled Water Project

- March, April, and May were approved for reimbursements and are pending payment. June's invoices have been submitted for reimbursement.

ACWA JPIA 2024 Wellness Grant

- 2024 Wellness Grant application was approved.

Pajaro Long-term Recovery

- Monterey County Office of Emergency Management informed Staff that applications for recovery assistance are still under review.

Current Water System Repairs

Blackie Road #18 WS:

- One site exceeded the Lead Action level, Staff contacted the site resident, operator coordinated with resident and tested the faucet that exceeded the lead level, the kitchen, and another bathroom. The operator used the lead test strips being used for the Lead Inventory Project to discover a lead valve causing the exceedance. It was recommended to the customer to replace the valve.

Normco WS:

- Installed a ball valve on the customers side at Eden Path due to our meter shut off valve not closing properly.

Pajaro WS:

- A two-inch meter was replaced at the Stender apartment complex, due to the meter not working properly.
- Cayetano/Tot Lot Park shared fence repair was completed on July 19, 2024.

Springfield Road WS:

- A 3/4" ball valve was replaced on July 10, 2024.

Sunny Mesa WS:

- The contractor completed the patch/pave at Silverstone Drive.

Parks:

- Park Staff pressure washed playground at the Cayetano/Tot Lot Park.

9. Usage Comparison Report 2023/2024-June

- Usage is down in five systems. District wide we saw a 6 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 August 22, 2024, at 5:30 pm at the District Office.

There being no further business, the Regular Board Meeting of the Pajaro/Sunny Mesa Community Services District was adjourned at 6:46 pm with motion made by Director Olsen seconded by Director Anderson. Motion carried.

MINUTES OF REGULAR BOARD MEETING – July 25, 2024

Respectfully submitted by:

Donald Olsen, President

Sanford Coplin, Vice President

Rocio Fernandez, Recorder

FINANCIAL NOTES -JULY 2024

Account No:	Account Name:	Increase / Decrease	Description
Income:			
4001-4015	Total Income	+	Water Revenue: 23% above of budget projection
Expenses: Indirect			
5140	Building Repair & Maintenance	+	Pest control; spraying of large trees at office
5145	District Wide Repair & Maintenance	+	Repair couplings for inventory
5165	Computer Software	+	Streamline: Annual billing for website services
5180	Casualty/Liability Insurance	+	JPIA: Property Program renewal, 15% increase
Expenses: Direct			
5310	Utilities- Well Sites	+	High water usage
5428	COP Bond Expense	+	US Bank: Annual trust admin fees
Other Income:			
4115	Testing Fees	+	Backflow Assembly Testing: Multiple customers billed for District services
4350	Interest Revenue	+	Asset income collected from Bond accounts at US Bank

Income & Cash Summary

Total Income	Total Expense	Difference
\$312,105.08	\$180,007.55	\$132,097.53
June Cash	July Cash	Difference
\$1,202,453.12	\$1,168,558.80	\$33,894.32

11:34 AM

Pajaro/Sunny Mesa Community Services District

Balance Sheet

As of July 31, 2024

August 15, 2024

Accrual Basis

	Jul 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1001 · SCCB - Operating Account	681,861.15
1002 · SCCB Reserve Account	486,697.65
1003 · SCCB - Sick Leave Account	5,501.02
1004 · SCCB - Street Maint Acct	304,711.22
1006 · SCCB-GF 633	234,289.95
1007 · SCCB - Debt Service Reserve	126,417.67
1032 · SCCB-COP Acct	146,118.72
1036 · PSM Pajaro Park Acct	138,599.77
1050 · Cash in County Treasury - DS	49,825.24
1051 · Cash in County Treasury - GF	24,638.30
1052 · US Bank 2021 Gen. Bond -8000	2,362.53
1054 · US Bank 2021 Gen. Bond -8002	316,518.70
1055 · US Bank 2021 Gen. Bond -8003	11.22
1056 · US Bank 2021 Gen. Bond -8004	9.27
1057 · US Bank 2021 Gen. Bond -8005	95,622.17
1066 · US Bank Vega 2303	158,883.77
1068 · US Bank Vega 2301	73.24
1069 · US Bank Vega-2302	583.84
1095 · US Bank Wtr Bond-Res 2204	149,743.55
2201 · US Bank-2015 Wtr Rfd Bd 2201	11,007.85
Total Checking/Savings	2,933,476.83
Accounts Receivable	
1110 · Invoice Accounts Recv	65,870.09
1231 · Grants Receivable-A/R	24,392.64
Total Accounts Receivable	90,262.73
Other Current Assets	
1080 · Petty Cash	400.00
1100 · Water Customer Accounts Recv	337,753.58
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	450,920.79
Total Current Assets	3,474,660.35
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)	-110,377.40
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	-136,819.73
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	-479,329.87
1580 · Distribution Mains [P]	1,487,948.01

11:34 AM

Pajaro/Sunny Mesa Community Services District

Balance Sheet

As of July 31, 2024

August 15, 2024

Accrual Basis

	Jul 31, 24
1581 · A/D - Distribution Mains	-1,196,485.68
1590 · Meters	90,114.13
1591 · A/D - Meters	-87,564.11
1600 · Hydrants	7,422.43
1601 · A/D - Hydrants	-5,297.72
1610 · Automotive Equipment	229,909.12
1611 · A/D - Automotive Equipment	-220,727.31
1620 · Utility Trans/Distr Plant	115,702.65
1621 · A/D - Utility T&D Plant	-104,318.77
1622 · A/D - Moss Landing	-219,829.31
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	-26,164.73
1650 · Trans & Distr Plant	248,292.08
1651 · A/D - Trans & Distr Plant	-155,067.30
1670 · Small Tools/Equipment	10,773.67
1671 · A/D - Small Tools/Equipment	-11,354.51
1680 · ALCO Water Project	155,809.38
1681 · A/D - ALCO Water Project	-132,439.45
1804 · CIP-Springfield	400,577.84
1805 · CIP-Vega Imprvtmnt Project	4,599,594.33
1805.1 · A/D - Vega	-3,116,224.90
1806 · Moss Landing Bridge Project	251,233.09
1807 · CIP-Langley/VP	358,118.61
1807.1 · A/D - Langley/VP	-133,092.74
1808 · CIP-Normco	587,633.30
1808.1 · A/D - Normco Tank	-222,702.73
1811 · CIP-Vierra Estate	313,402.88
1811.1 · A/D - Vierra Estates	-162,998.72
1812 · CIP-Moss Landing Water System	594,222.45
1812.1 · A/D - Moss Landing Water	-228,385.55
1813 · CIP-Normco Water System	2,835.00
1814 · CIP-Pajaro	2,314,636.55
1814.1 · A/D- Pajaro	-465,932.00
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	-125,153.85
1821 · CIP-Sunny Mesa	306,673.45
1821.1 · A/D-Sunny Mesa	-166,957.00
1822 · CIP-Vega	124,106.80
1822.1 · A/D-Vega	-20,020.00
1823 · CIP-Blackie	71,557.55
1823.1 · A/D-Blackie	-9,925.00
1824 · CIP- Generator Project	68,489.00
1825 · Spare Equip not yet in Service	10,039.00
Total Fixed Assets	10,752,213.39
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	17,557,233.00
LIABILITIES & EQUITY	

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Pajaro/Sunny Mesa Community Services District

Balance Sheet

As of July 31, 2024

August 15, 2024

Accrual Basis

	Jul 31, 24
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	50,945.09
Total Accounts Payable	50,945.09
Credit Cards	
2900 · Wells Fargo- 9540	-44.40
2910 · Elan	1,315.62
Total Credit Cards	1,271.22
Other Current Liabilities	
2005 · Accrued Liabilities	70,261.00
2050 · Accrued Payroll	28,671.56
2100 · Payroll Tax Liabilities	2,658.42
2110 · Direct Deposit Liabilities	0.01
2121 · Customer Security Deposits	17,278.70
2122 · Future Water Conn. Deposits	36,600.00
2123 · Hydrant Meter Deposits	22,550.00
2225 · Accrued Vacation Liability	25,239.28
2230 · Accrued Sick Leave Liability	40,493.35
2263 · 457b EE Plan Payable	3,717.15
2264 · Employee Insurance Payable	-2,038.27
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.	10,077.34
Total Other Current Liabilities	287,925.91
Total Current Liabilities	340,142.22
Long Term Liabilities	
2256 · Vehicle Loan Payable	8,239.94
2257 · Reorganization Loan	115,000.00
2350 · Bonds Payable - Water Bond	85,000.00
2355 · Bonds Payable- 2021 Gen. Bond	1,575,000.00
2360 · Bonds Payable-2015 COP Wtr Rf	1,660,000.00
2361 · Bonds Payable-2015 Vega Wtr Rf	3,017,599.67
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	6,464,795.68
Total Liabilities	6,804,937.90
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	5,317,772.95
Net Income	186,882.27
Total Equity	10,752,295.10
TOTAL LIABILITIES & EQUITY	17,557,233.00

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Pajaro/Sunny Mesa Community Services District

Profit & Loss

July 2024

August 15, 2024

Accrual Basis

	Jul 24
Ordinary Income/Expense	
Income	
4001 · Route 1 - Pajaro	31,980.07
4002 · Route 2 - Pajaro	39,197.89
4003 · Route 3 - Commercial	43,654.22
4004 · Route 4 - Trailer Park	1,841.52
4005 · Route 5 - San Juan Rd Apts	0.00
4006 · Route 6 - Sunny Mesa	20,146.71
4007 · Route 7 - CSA 73	22,432.33
4008 · Route 8 - Vega	23,954.91
4010 · Route 10 -Springfield	850.00
4011 · Route 11 - Moss Landing	42,782.88
4012 · Route 12 - Blackie Road	6,669.50
4013 · Route 13 - Normco	52,107.10
4014 · Route 14 - Vierra	7,972.38
4015 · Route 15 - Langley/VP	5,227.66
Total Income	298,817.17
Gross Profit	298,817.17
Expense	
INDIRECT	
5000 · Salaries and Wages	76,664.88
5005 · Administrative Fees	522.52
5030 · Payroll Tax Expense	1,018.94
5040 · Worker's Comp Insurance	4,969.17
5050 · Employee Health Insurance	10,526.25
5070 · Employee Retirement	10,048.96
5090 · Other Employee Expense	372.70
5130 · Utilities - Office	385.58
5140 · Building Repair & Maint	1,013.90
5145 · District Wide Repair & Maint	1,762.80
5150 · Garbage Service	426.40
5160 · Office Equip Rental	668.21
5165 · Computer Software	3,736.18
5170 · Office Equipment Repair & Maint	209.48
5175 · Small Tools - Repair & Maint.	197.78
5180 · Casualty Ins/Liability Ins	22,287.86
5240 · Office Supplies	386.84
5250 · Legal Expenses	353.58
5256 · Interest Exp-Financed Items	40.00
5270 · Automotive - Repair & Maint	410.02
5280 · Conferences, Meetings, Seminars	15.99
5320 · Membership Fees and Dues	1,142.20
5330 · Telephone	1,059.94
5340 · Burglar Alarm Monitoring	31.00
5350 · Cash Over/Short	-803.11
5370 · Fuel - Trucks	2,773.82
5391 · Credit Card Transaction Fees	36.96
5XXX · Indirect Allocation	0.00
Total INDIRECT	140,258.85
5190 · Water Testing- Labs	1,833.70
5220 · Water System - Repair & Maint	13,968.21
5225 · Street Maintenance	261.21
5230 · Park - Repair & Maint	729.05
5231 · Pajaro Park Expense	1,994.17
5310 · Utilities - Well Site	20,948.68
5315 · Utilities - Street Lighting	2,821.56
5392 · Returned Online Payment Fee	40.00
5427 · Improvement Project-Springfield	0.00
5428 · COP Bond Expense	2,195.00
Total Expense	185,050.43
Net Ordinary Income	113,766.74

Profit & Loss

July 2024

	<u>Jul 24</u>
Other Income/Expense	
Other Income	
4100 · Late Payment Penalties	528.89
4110 · Hydrant Sales	474.20
4115 · Testing Fees	5,200.00
4285 · P.V.W.M.A. Collection Fee	3,749.17
4305 · Miscellaneous Revenue	360.00
4307 · Returned Check Charges	25.00
4345 · Customer Order Reimbursements	607.86
4350 · Interest Revenue	2,975.65
5424 · Springfield Bottled Wtr Gr Reimb	494.76
5796 · Pajaro Park Revenue	59,000.00
	<hr/>
Total Other Income	73,415.53
Other Expense	
6260 · Lighting Expenses	300.00
	<hr/>
Total Other Expense	300.00
	<hr/>
Net Other Income	73,115.53
	<hr/>
Net Income	<u>186,882.27</u>

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

	Jul 24	Budget	% of Budget	Jul 24	YTD Budget	% of Budget	Annual Budget
Ordinary Income/Expense							
Income							
4001 · Route 1 - Pajaro	31,980.07	31,410.00	101.8%	31,980.07	31,410.00	101.8%	376,920.00
4002 · Route 2 - Pajaro	39,197.89	30,870.00	127.0%	39,197.89	30,870.00	127.0%	370,440.00
4003 · Route 3 - Commercial	43,654.22	31,410.00	139.0%	43,654.22	31,410.00	139.0%	376,920.00
4004 · Route 4 - Trailer Park	1,841.52	1,620.00	113.7%	1,841.52	1,620.00	113.7%	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	20,146.71	16,290.00	123.7%	20,146.71	16,290.00	123.7%	195,480.00
4007 · Route 7 - CSA 73	22,432.33	18,450.00	121.6%	22,432.33	18,450.00	121.6%	221,400.00
4008 · Route 8 - Vega	23,954.91	19,170.00	125.0%	23,954.91	19,170.00	125.0%	230,040.00
4010 · Route 10 -Springfield	850.00	900.00	94.4%	850.00	900.00	94.4%	10,800.00
4011 · Route 11 - Moss Landing	42,782.88	33,930.00	126.1%	42,782.88	33,930.00	126.1%	407,160.00
4012 · Route 12 - Blackie Road	6,669.50	4,770.00	139.8%	6,669.50	4,770.00	139.8%	57,240.00
4013 · Route 13 - Normco	52,107.10	42,390.00	122.9%	52,107.10	42,390.00	122.9%	508,680.00
4014 · Route 14 - Vierra	7,972.38	7,020.00	113.6%	7,972.38	7,020.00	113.6%	84,240.00
4015 · Route 15 - Langley/VP	5,227.66	4,050.00	129.1%	5,227.66	4,050.00	129.1%	48,600.00
Total Income	298,817.17	242,280.00	123.3%	298,817.17	242,280.00	123.3%	2,907,360.00
Gross Profit	298,817.17	242,280.00	123.3%	298,817.17	242,280.00	123.3%	2,907,360.00
Expense							
INDIRECT							
5000 · Salaries and Wages	76,664.88	81,750.00	93.8%	76,664.88	81,750.00	93.8%	981,000.00
5005 · Administrative Fees	522.52	541.74	96.5%	522.52	541.74	96.5%	6,500.00
5030 · Payroll Tax Expense	1,018.94	1,333.37	76.4%	1,018.94	1,333.37	76.4%	16,000.00
5040 · Worker's Comp Insurance	4,969.17	1,500.00	331.3%	4,969.17	1,500.00	331.3%	18,000.00
5050 · Employee Health Insurance	10,526.25	17,325.00	60.8%	10,526.25	17,325.00	60.8%	207,900.00
5070 · Employee Retirement	10,048.96	13,416.74	74.9%	10,048.96	13,416.74	74.9%	161,000.00
5090 · Other Employee Expense	372.70	250.00	149.1%	372.70	250.00	149.1%	3,000.00
5120 · Property Taxes	0.00	195.87	0.0%	0.00	195.87	0.0%	2,350.00
5130 · Utilities - Office	385.58	375.00	102.8%	385.58	375.00	102.8%	4,500.00
5140 · Building Repair & Maint	1,013.90	583.37	173.8%	1,013.90	583.37	173.8%	7,000.00
5145 · District Wide Repair & Maint	1,762.80	833.37	211.5%	1,762.80	833.37	211.5%	10,000.00
5150 · Garbage Service	426.40	433.37	98.4%	426.40	433.37	98.4%	5,200.00
5160 · Office Equip Rental	668.21	708.37	94.3%	668.21	708.37	94.3%	8,500.00
5165 · Computer Software	3,736.18	1,666.74	224.2%	3,736.18	1,666.74	224.2%	20,000.00
5170 · Office Equipment Repair & Maint	209.48	300.00	69.8%	209.48	300.00	69.8%	3,600.00
5175 · Small Tools - Repair & Maint.	197.78	83.37	237.2%	197.78	83.37	237.2%	1,000.00
5180 · Casualty Ins/Liability Ins	22,287.86	4,416.74	504.6%	22,287.86	4,416.74	504.6%	53,000.00
5200 · Billing Supplies	0.00	375.00	0.0%	0.00	375.00	0.0%	4,500.00
5240 · Office Supplies	386.84	375.00	103.2%	386.84	375.00	103.2%	4,500.00
5245 · Postage	0.00	833.37	0.0%	0.00	833.37	0.0%	10,000.00
5250 · Legal Expenses	353.58	1,416.74	25.0%	353.58	1,416.74	25.0%	17,000.00

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

	Jul 24	Budget	% of Budget	Jul 24	YTD Budget	% of Budget	Annual Budget
5255 · Interest Expense	0.00	508.37	0.0%	0.00	508.37	0.0%	6,100.00
5256 · Interest Exp-Financed Items	40.00	125.00	32.0%	40.00	125.00	32.0%	1,500.00
5260 · Accounting & Bookkeeping	0.00	3,208.37	0.0%	0.00	3,208.37	0.0%	38,500.00
5266 · Engineering Svcs-Dist Wide	0.00	1,083.37	0.0%	0.00	1,083.37	0.0%	13,000.00
5270 · Automotive - Repair & Maint	410.02	833.37	49.2%	410.02	833.37	49.2%	10,000.00
5280 · Conferences, Meetings, Seminars	15.99	41.74	38.3%	15.99	41.74	38.3%	500.00
5290 · Travel Expenses	0.00	41.74	0.0%	0.00	41.74	0.0%	500.00
5300 · Books & Subscriptions	0.00	125.00	0.0%	0.00	125.00	0.0%	1,500.00
5305 · Water Conservation Program	0.00	250.00	0.0%	0.00	250.00	0.0%	3,000.00
5320 · Membership Fees and Dues	1,142.20	2,000.00	57.1%	1,142.20	2,000.00	57.1%	24,000.00
5326 · Licenses and Certifications	0.00	166.74	0.0%	0.00	166.74	0.0%	2,000.00
5330 · Telephone	1,059.94	1,333.37	79.5%	1,059.94	1,333.37	79.5%	16,000.00
5340 · Burglar Alarm Monitoring	31.00	166.74	18.6%	31.00	166.74	18.6%	2,000.00
5370 · Fuel - Trucks	2,773.82	3,333.37	83.2%	2,773.82	3,333.37	83.2%	40,000.00
5390 · Bank Charges	0.00	25.00	0.0%	0.00	25.00	0.0%	300.00
5391 · Credit Card Transaction Fees	36.96	54.24	68.1%	36.96	54.24	68.1%	650.00
5400 · Miscellaneous Expense	0.00	16.74	0.0%	0.00	16.74	0.0%	200.00
6577 · COP Debt Service - Interest	0.00	5,741.74	0.0%	0.00	5,741.74	0.0%	68,900.00
Total INDIRECT	141,061.96	147,768.06	95.5%	141,061.96	147,768.06	95.5%	1,773,200.00
5190 · Water Testing- Labs	1,833.70	2,458.37	74.6%	1,833.70	2,458.37	74.6%	29,500.00
5220 · Water System - Repair & Maint	13,968.21	18,750.00	74.5%	13,968.21	18,750.00	74.5%	225,000.00
5265 · Engineering Expenses	0.00	83.37	0.0%	0.00	83.37	0.0%	1,000.00
5310 · Utilities - Well Site	20,948.68	16,250.00	128.9%	20,948.68	16,250.00	128.9%	195,000.00
5325 · Permits	0.00	3,000.00	0.0%	0.00	3,000.00	0.0%	36,000.00
5360 · Fuel - Generator	0.00	833.37	0.0%	0.00	833.37	0.0%	10,000.00
5428 · COP Bond Expense	2,195.00	366.74	598.5%	2,195.00	366.74	598.5%	4,400.00
6565 A · 2021 Bond Expense- Fees	0.00	375.00	0.0%	0.00	375.00	0.0%	4,500.00
Total Expense	180,007.55	189,884.91	94.8%	180,007.55	189,884.91	94.8%	2,278,600.00
Net Ordinary Income	118,809.62	52,395.09	226.8%	118,809.62	52,395.09	226.8%	628,760.00
Other Income/Expense							
Other Income							
4100 · Late Payment Penalties	528.89	416.74	126.9%	528.89	416.74	126.9%	5,000.00
4101 · Billing Adjustments	0.00	16.74	0.0%	0.00	16.74	0.0%	200.00
4110 · Hydrant Sales	474.20	1,250.00	37.9%	474.20	1,250.00	37.9%	15,000.00
4115 · Testing Fees	5,200.00	916.74	567.2%	5,200.00	916.74	567.2%	11,000.00
4140 · Connection Fees	0.00	616.74	0.0%	0.00	616.74	0.0%	7,400.00
4141 · Application Fees	0.00	45.87	0.0%	0.00	45.87	0.0%	550.00
4146 · Other Fees	0.00	33.37	0.0%	0.00	33.37	0.0%	400.00
4285 · P.V.W.M.A. Collection Fee	3,749.17	2,583.37	145.1%	3,749.17	2,583.37	145.1%	31,000.00
4300 · Collection of Previous W/O Acct	0.00	20.87	0.0%	0.00	20.87	0.0%	250.00

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

	<u>Jul 24</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul 24</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
4305 · Miscellaneous Revenue	360.00	83.37	431.8%	360.00	83.37	431.8%	1,000.00
4341 · Lighting Admin Reimbursements	0.00	1,137.50	0.0%	0.00	1,137.50	0.0%	13,650.00
4346 · District 25% Overhead Fee	0.00	41.74	0.0%	0.00	41.74	0.0%	500.00
4350 · Interest Revenue	2,975.65	1,250.00	238.1%	2,975.65	1,250.00	238.1%	15,000.00
4355 · Audit/Bookkeeping Reimbursement	0.00	58.37	0.0%	0.00	58.37	0.0%	700.00
4360 · Legal Counsel Reimbursement	0.00	33.37	0.0%	0.00	33.37	0.0%	400.00
Total Other Income	<u>13,287.91</u>	<u>8,504.79</u>	<u>156.2%</u>	<u>13,287.91</u>	<u>8,504.79</u>	<u>156.2%</u>	<u>102,050.00</u>
Net Other Income	<u>13,287.91</u>	<u>8,504.79</u>	<u>156.2%</u>	<u>13,287.91</u>	<u>8,504.79</u>	<u>156.2%</u>	<u>102,050.00</u>
Net Income	<u><u>132,097.53</u></u>	<u><u>60,899.88</u></u>	<u><u>216.9%</u></u>	<u><u>132,097.53</u></u>	<u><u>60,899.88</u></u>	<u><u>216.9%</u></u>	<u><u>730,810.00</u></u>

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	AP	07/29/2024	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	07/31/2024	Total Merchant Services	1001 · SCCB - Operating Account		-30.45
				5391 · Credit Card Transaction Fees	-30.45	30.45
TOTAL					-30.45	30.45
Check	AP	08/05/2024	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	08/08/2024	A. L. Lease Company, Inc.-Online	1001 · SCCB - Operating Account		-89.67
Bill	173506	07/15/2024		5220 · Water System - Repair & Maint	-89.67	89.67
TOTAL					-89.67	89.67
Bill Pmt -Check	AP	08/08/2024	Ace Hardware Prunedale- ACH	1001 · SCCB - Operating Account		-67.15
Bill	06007...	07/03/2024		5230 · Park - Repair & Maint	-42.95	42.95
Bill	06012...	07/08/2024		5220 · Water System - Repair & Maint	-7.10	7.10
Bill	06014...	07/11/2024		5230 · Park - Repair & Maint	-17.10	17.10
TOTAL					-67.15	67.15
Bill Pmt -Check	AP	08/08/2024	Ace Hardware Watsonville- ACH	1001 · SCCB - Operating Account		-564.27
Bill	231324	07/03/2024		5175 · Small Tools - Repair & Maint.	-138.54	138.54
Bill	231360	07/05/2024		5175 · Small Tools - Repair & Maint.	-59.24	59.24
Bill	231366	07/05/2024		5220 · Water System - Repair & Maint	-23.01	23.01
Bill	231392	07/08/2024		5220 · Water System - Repair & Maint	-105.31	105.31
Bill	231424	07/09/2024		5230 · Park - Repair & Maint	-50.01	50.01
Bill	231464	07/11/2024		5220 · Water System - Repair & Maint	-42.17	42.17
Bill	231528	07/15/2024		5220 · Water System - Repair & Maint	-16.97	16.97
Bill	231590	07/17/2024		5145 · District Wide Repair & Maint	-41.05	41.05
Bill	231805	07/26/2024		5220 · Water System - Repair & Maint	-69.09	69.09
Bill	231806	07/26/2024		5145 · District Wide Repair & Maint	-18.88	18.88
TOTAL					-564.27	564.27
Bill Pmt -Check	AP	08/08/2024	ACWA-JPIA (med ins)-ACH	1001 · SCCB - Operating Account		-16,437.12
Bill	07036...	08/01/2024		5050 · Employee Health Insurance	-15,010.35	15,010.35
				2264 · Employee Insurance Payable	-1,426.77	1,426.77
TOTAL					-16,437.12	16,437.12
Bill Pmt -Check	AP	08/08/2024	ACWA/JPIA Auto & Gen Lia- ACH	1001 · SCCB - Operating Account		-22,287.86
Bill	172	07/16/2024		5180 · Casualty Ins/Liability Ins	-22,287.86	22,287.86
TOTAL					-22,287.86	22,287.86
Bill Pmt -Check	AP	08/08/2024	Big Creek Lumber-Online	1001 · SCCB - Operating Account		-181.49
Bill	22076...	07/09/2024		5230 · Park - Repair & Maint	-150.48	150.48
Bill	22108...	07/12/2024		5230 · Park - Repair & Maint	-31.01	31.01
TOTAL					-181.49	181.49
Bill Pmt -Check	AP	08/08/2024	C & N Tractors/Rentals- ACH	1001 · SCCB - Operating Account		-106.66
Bill	96520...	07/27/2024		5090 · Other Employee Expense	-106.66	106.66
TOTAL					-106.66	106.66

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August 19, 2024

Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	08/08/2024	CALNET/ AT&T 2506	1001 · SCCB - Operating Account		-618.83
Bill	JULY ...	08/01/2024		5310 · Utilities - Well Site	-24.86	31.04
				5310 · Utilities - Well Site	-24.85	31.04
				5225 · Street Maintenance	-74.95	93.62
				5310 · Utilities - Well Site	-80.83	100.96
				5231 · Pajaro Park Expense	-48.43	60.49
				5330 · Telephone	-364.91	455.79
TOTAL					-618.83	772.94
Bill Pmt -Check	AP	08/08/2024	Corbin Willits Systems, Inc-Online	1001 · SCCB - Operating Account		-576.39
Bill	000C...	07/15/2024		5165 · Computer Software	-576.39	576.39
TOTAL					-576.39	576.39
Bill Pmt -Check	AP	08/08/2024	Data Flow Business Systems-Online	1001 · SCCB - Operating Account		-209.48
Bill	396460	07/26/2024		5170 · Office Equipment Repair & Maint	-209.48	209.48
TOTAL					-209.48	209.48
Bill Pmt -Check	AP	08/08/2024	Ferguson Waterworks- ONLINE	1001 · SCCB - Operating Account		-1,343.16
Bill	18625...	07/03/2024		5145 · District Wide Repair & Maint	-1,037.98	1,037.98
Bill	18625...	07/03/2024		5220 · Water System - Repair & Maint	-114.52	114.52
Bill	18653...	07/26/2024		5145 · District Wide Repair & Maint	-116.27	116.27
Bill	18659...	07/31/2024		5220 · Water System - Repair & Maint	-74.39	74.39
TOTAL					-1,343.16	1,343.16
Bill Pmt -Check	AP	08/08/2024	GreatAmerica Financial-Online	1001 · SCCB - Operating Account		-472.92
Bill	37097...	07/29/2024		5160 · Office Equip Rental	-472.92	472.92
TOTAL					-472.92	472.92
Bill Pmt -Check	AP	08/08/2024	Green Rubber Kennedy Ag- ACH	1001 · SCCB - Operating Account		-27.01
Bill	w-582...	07/09/2024		5220 · Water System - Repair & Maint	-27.01	27.01
TOTAL					-27.01	27.01
Bill Pmt -Check	AP	08/08/2024	MBAS, Inc.- ACH	1001 · SCCB - Operating Account		-1,079.70
Bill	24062...	07/09/2024		5190 · Water Testing- Labs	-50.80	50.80
Bill	24062...	07/10/2024		5190 · Water Testing- Labs	-148.00	148.00
Bill	24062...	07/10/2024		5190 · Water Testing- Labs	-37.00	37.00
Bill	24062...	07/17/2024		5190 · Water Testing- Labs	-252.40	252.40
Bill	24062...	07/18/2024		5190 · Water Testing- Labs	-339.50	339.50
Bill	24070...	07/22/2024		5190 · Water Testing- Labs	-99.60	99.60
Bill	24070...	07/22/2024		5190 · Water Testing- Labs	-48.80	48.80
Bill	24061...	07/24/2024		5190 · Water Testing- Labs	-50.80	50.80
Bill	24071...	07/31/2024		5190 · Water Testing- Labs	-52.80	52.80
TOTAL					-1,079.70	1,079.70
Bill Pmt -Check	AP	08/08/2024	Mid Valley Supply- ACH	1001 · SCCB - Operating Account		-2,799.08
Bill	I276616	07/02/2024		5220 · Water System - Repair & Maint	-62.58	62.58
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-62.58	62.58
				5220 · Water System - Repair & Maint	-62.58	62.58
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-398.14	398.14
Bill	I276839	07/16/2024		5220 · Water System - Repair & Maint	-62.58	62.58
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-195.27	195.27
				5220 · Water System - Repair & Maint	-195.27	195.27
				5220 · Water System - Repair & Maint	-328.03	328.03
Bill	I277046	07/30/2024		5220 · Water System - Repair & Maint	-65.09	65.09
				5220 · Water System - Repair & Maint	-130.18	130.18

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Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
				5220 · Water System - Repair & Maint	-65.09	65.09
				5220 · Water System - Repair & Maint	-65.09	65.09
				5220 · Water System - Repair & Maint	-130.18	130.18
				5220 · Water System - Repair & Maint	-65.09	65.09
				5220 · Water System - Repair & Maint	-390.61	390.61
TOTAL					-2,799.08	2,799.08
Bill Pmt -Check	AP	08/08/2024	Palace Business Solutions-ACH	1001 · SCCB - Operating Account		-386.84
Bill	23556...	07/02/2024		5240 · Office Supplies	-165.01	165.01
Bill	23589...	07/22/2024		5240 · Office Supplies	-221.83	221.83
TOTAL					-386.84	386.84
Bill Pmt -Check	AP	08/08/2024	PARS- ACH	1001 · SCCB - Operating Account		-522.52
Bill	55882	07/10/2024		5005 · Administrative Fees	-522.52	522.52
TOTAL					-522.52	522.52
Bill Pmt -Check	AP	08/08/2024	PG&E 1438-Online	1001 · SCCB - Operating Account		-2,038.51
Bill	6/25/2...	07/24/2024		5310 · Utilities - Well Site	-2,038.51	2,038.51
TOTAL					-2,038.51	2,038.51
Bill Pmt -Check	AP	08/08/2024	PG&E 1826-Online	1001 · SCCB - Operating Account		-28.22
Bill	6/17/2...	07/17/2024		5310 · Utilities - Well Site	-28.22	28.22
TOTAL					-28.22	28.22
Bill Pmt -Check	AP	08/08/2024	PG&E 6022-Online	1001 · SCCB - Operating Account		-20.98
Bill	6/19/2...	07/18/2024		5315 · Utilities - Street Lighting	-20.98	20.98
TOTAL					-20.98	20.98
Bill Pmt -Check	AP	08/08/2024	PG&E 6857-Online	1001 · SCCB - Operating Account		-7,709.85
Bill	6/26/2...	07/25/2024		5310 · Utilities - Well Site	-2,735.71	2,735.71
				5310 · Utilities - Well Site	-1,714.80	1,714.80
				5130 · Utilities - Office	-292.59	292.59
				5310 · Utilities - Well Site	-275.14	275.14
				5315 · Utilities - Street Lighting	-2,691.61	2,691.61
TOTAL					-7,709.85	7,709.85
Bill Pmt -Check	AP	08/08/2024	Pure Water- ACH	1001 · SCCB - Operating Account		-11,228.60
Bill	439131	08/01/2024	State Water Resources Control Board	5427 · Improvement Project-Springfield	-8,689.40	8,689.40
Bill	439130	08/01/2024	State Water Resources Control Board	5427 · Improvement Project-Springfield	-2,539.20	2,539.20
TOTAL					-11,228.60	11,228.60
Bill Pmt -Check	AP	08/08/2024	Santa Cruz Answering Service-ACH	1001 · SCCB - Operating Account		-152.50
Bill	1009 ...	07/22/2024		5330 · Telephone	-152.50	152.50
TOTAL					-152.50	152.50
Bill Pmt -Check	AP	08/08/2024	Singh Computech- ACH	1001 · SCCB - Operating Account		-270.00
Bill	10283	08/06/2024		5165 · Computer Software	-270.00	270.00
TOTAL					-270.00	270.00
Bill Pmt -Check	AP	08/08/2024	Soil Control Lab- ACH	1001 · SCCB - Operating Account		-754.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-58.00	58.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00

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Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40700...	07/03/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40701...	07/11/2024		5190 · Water Testing- Labs	-87.00	87.00
Bill	40701...	07/11/2024		5190 · Water Testing- Labs	-87.00	87.00
Bill	40701...	07/11/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40701...	07/11/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40701...	07/11/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40703...	07/17/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40703...	07/17/2024		5190 · Water Testing- Labs	-58.00	58.00
Bill	40703...	07/17/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40703...	07/17/2024		5190 · Water Testing- Labs	-58.00	58.00
Bill	40703...	07/17/2024		5190 · Water Testing- Labs	-29.00	29.00
Bill	40703...	07/17/2024		5190 · Water Testing- Labs	-29.00	29.00
TOTAL					-754.00	754.00
Bill Pmt -Check	AP	08/08/2024	Sturdy Oil Company- ACH	1001 · SCCB - Operating Account		-2,773.82
Bill	CL11...	07/15/2024		5370 · Fuel - Trucks	-1,317.14	1,317.14
Bill	CL11...	07/31/2024		5370 · Fuel - Trucks	-1,456.68	1,456.68
TOTAL					-2,773.82	2,773.82
Bill Pmt -Check	AP	08/08/2024	Underground Service Alert- ACH	1001 · SCCB - Operating Account		-641.20
Bill	15962...	07/22/2024		5320 · Membership Fees and Dues	-641.20	641.20
TOTAL					-641.20	641.20
Bill Pmt -Check	AP	08/08/2024	US Bank	1001 · SCCB - Operating Account		-2,195.00
Bill	INV 7...	07/25/2024		5428 · COP Bond Expense	-2,195.00	2,195.00
TOTAL					-2,195.00	2,195.00
Bill Pmt -Check	AP	08/08/2024	USA Blue Book- ONLINE	1001 · SCCB - Operating Account		-615.79
Bill	inv 00...	07/17/2024		5145 · District Wide Repair & Maint	-244.11	244.11
Bill	inv 00...	07/23/2024		5145 · District Wide Repair & Maint	-84.40	84.40
Bill	inv00...	07/26/2024		5090 · Other Employee Expense	-136.80	136.80
Bill	inv00...	07/26/2024		5220 · Water System - Repair & Maint	-150.48	150.48
TOTAL					-615.79	615.79
Bill Pmt -Check	AP	08/08/2024	Vestis	1001 · SCCB - Operating Account		-238.90
Bill	51104...	07/04/2024		5140 · Building Repair & Maint	-122.94	122.94
Bill	51105...	07/11/2024		5140 · Building Repair & Maint	-57.53	57.53
Bill	51105...	07/18/2024		5140 · Building Repair & Maint	-0.90	122.94
Bill	51105...	07/25/2024		5140 · Building Repair & Maint	-57.53	57.53
TOTAL					-238.90	360.94
Bill Pmt -Check	AP	08/08/2024	WM / Carmel Marina - Office-Online	1001 · SCCB - Operating Account		-426.40
Bill	00637...	08/01/2024		5150 · Garbage Service	-426.40	426.40
TOTAL					-426.40	426.40
Check	AP	08/12/2024	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	08/12/2024	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

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Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	AP	08/19/2024	Santa Cruz County Bank	1001 · SCCB - Operating Account		-623.25
				2256 · Vehicle Loan Payable	-618.17	618.17
				5256 · Interest Exp-Financed Items	-5.08	5.08
TOTAL					-623.25	623.25
Check	AP	08/19/2024	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	08/19/2024	ACWA/JPIA Auto & Gen Lia- ACH	1001 · SCCB - Operating Account		-1,147.44
Bill	10001...	08/01/2024		5180 · Casualty Ins/Liability Ins	-1,147.44	1,147.44
TOTAL					-1,147.44	1,147.44
Bill Pmt -Check	AP	08/19/2024	AT&T 1782-Online	1001 · SCCB - Operating Account		-31.57
Bill	8/7/24...	08/07/2024		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	08/19/2024	AT&T 2627-Online	1001 · SCCB - Operating Account		-31.57
Bill	8/7/24...	08/07/2024		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	08/19/2024	AT&T 3439-Online	1001 · SCCB - Operating Account		-31.57
Bill	AUG ...	08/01/2024		5310 · Utilities - Well Site	-31.57	31.57
TOTAL					-31.57	31.57
Bill Pmt -Check	AP	08/19/2024	AT&T 6542-Online	1001 · SCCB - Operating Account		-61.81
Bill	8/7/24...	08/07/2024		5310 · Utilities - Well Site	-61.81	61.81
TOTAL					-61.81	61.81
Bill Pmt -Check	AP	08/19/2024	Elan-Online	1001 · SCCB - Operating Account		-824.78
Bill		08/06/2024		2910 · Elan	-824.78	1,454.78
TOTAL					-824.78	1,454.78
Bill Pmt -Check	AP	08/19/2024	EverBank	1001 · SCCB - Operating Account		-195.29
Bill	10090...	08/08/2024		5160 · Office Equip Rental	-195.29	195.29
TOTAL					-195.29	195.29
Bill Pmt -Check	AP	08/19/2024	Green Rubber Kennedy Ag- ACH	1001 · SCCB - Operating Account		-50.21
Bill	w-583...	07/31/2024		5220 · Water System - Repair & Maint	-18.45	18.45
				5220 · Water System - Repair & Maint	-31.76	31.76
TOTAL					-50.21	50.21
Bill Pmt -Check	AP	08/19/2024	Pajaro Valley Printing- ACH	1001 · SCCB - Operating Account		-4,130.33
Bill	48022	08/15/2024		5200 · Billing Supplies	-4,130.33	4,130.33
TOTAL					-4,130.33	4,130.33
Bill Pmt -Check	AP	08/19/2024	Preferred Pump- ACH	1001 · SCCB - Operating Account		-830.72
Bill	order ...	07/31/2024		5220 · Water System - Repair & Maint	-415.36	415.36
				5220 · Water System - Repair & Maint	-415.36	415.36

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Pajaro/Sunny Mesa Community Services District
Check Detail - Operating Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
TOTAL					-830.72	830.72
Bill Pmt -Check	AP	08/19/2024	Thomas E Yeager, P.E.- ACH	1001 · SCCB - Operating Account		-82.50
Bill	Invoic...	08/03/2024	State Water Resources Control Board Community Water Center	5427 · Improvement Project-Springfield 5442 · North of Moss Landing Proj- Exp 5265 · Engineering Expenses	-67.03 -10.31 -5.16	1,072.50 165.00 82.50
TOTAL					-82.50	1,320.00
Bill Pmt -Check	AP	08/19/2024	Tom's Site Service- ACH	1001 · SCCB - Operating Account		-220.11
Bill	95103	08/11/2024		5145 · District Wide Repair & Maint	-220.11	220.11
TOTAL					-220.11	220.11
Check	PARS	08/07/2024	US Bank - PARS #6746022400	1001 · SCCB - Operating Account 5070 · Employee Retirement	-5,003.97	5,003.97
TOTAL					-5,003.97	5,003.97
Bill Pmt -Check	25918	08/08/2024	Santa Cruz County Bank	1001 · SCCB - Operating Account		-566.04
Bill	ACCT...	07/22/2024		2256 · Vehicle Loan Payable 5256 · Interest Exp-Financed Items	-533.56 -32.48	533.56 32.48
TOTAL					-566.04	566.04
Bill Pmt -Check	25919	08/08/2024	The Pied Piper	1001 · SCCB - Operating Account		-1,212.50
Bill	10911...	07/24/2024		5140 · Building Repair & Maint 5230 · Park - Repair & Maint	-775.00 -437.50	775.00 437.50
TOTAL					-1,212.50	1,212.50
Bill Pmt -Check	25931	08/19/2024	Bianchi Alarm Systems-Online	1001 · SCCB - Operating Account		-78.00
Bill	Inv. 2...	08/01/2024		5340 · Burglar Alarm Monitoring	-78.00	78.00
TOTAL					-78.00	78.00
Bill Pmt -Check	25932	08/19/2024	Corbin Willits Systems, Inc-Online	1001 · SCCB - Operating Account		-803.11
Bill	#0069...	07/16/2024		5350 · Cash Over/Short	-803.11	803.11
TOTAL					-803.11	803.11
Bill Pmt -Check	25933	08/19/2024	Elden Pierce	1001 · SCCB - Operating Account		-100.00
Bill	Work...	08/14/2024		5090 · Other Employee Expense	-100.00	100.00
TOTAL					-100.00	100.00
Bill Pmt -Check	25934	08/19/2024	Golz Construction	1001 · SCCB - Operating Account		-2,500.00
Bill	Hydra...	08/19/2024		2123 · Hydrant Meter Deposits	-2,500.00	2,500.00
TOTAL					-2,500.00	2,500.00
Bill Pmt -Check	25935	08/19/2024	The Pajaronian	1001 · SCCB - Operating Account		-348.00
Bill	118094	07/31/2024		5250 · Legal Expenses	-348.00	348.00
TOTAL					-348.00	348.00

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Pajaro/Sunny Mesa Community Services District

August 19, 2024

Check Detail - Debt Service Reserve

Accrual Basis

July 26 through August 19, 2024

Type	Date	Num	Name	Split	Amount
1007 · SCCB - Debt Service Reserve					
Bill Pmt -Check	08/19/2024	AP	First Security Finance - ACH	2000 · Accounts Payable	-3,018.75
Total 1007 · SCCB - Debt Service Reserve					-3,018.75
TOTAL					-3,018.75

Pajaro/Sunny Mesa Community Services District
Check Detail - Reserve Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	08/19/2024	Thomas E Yeager, P.E.- ACH	1002 - SCCB Reserve Account		-1,237.50
Bill	Invoic...	08/03/2024	State Water Resources Control Board Community Water Center	5427 - Improvement Project-Springfield 5442 - North of Moss Landing Proj- Exp 5265 - Engineering Expenses	-1,005.47 -154.69 -77.34	1,072.50 165.00 82.50
TOTAL					-1,237.50	1,320.00

Pajaro/Sunny Mesa Community Services District
Check Detail - Pajaro Park Account
July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	08/02/2024	AT&T- 2458 Paj Park Uverse	1036 · PSM Pajaro Park Acct		-68.50
Bill	acct 3...	07/13/2024		5231 · Pajaro Park Expense	-68.50	68.50
TOTAL					-68.50	68.50
Bill Pmt -Check	AP	08/08/2024	Ace Hardware Watsonville- ACH	1036 · PSM Pajaro Park Acct		-87.77
Bill	231358	07/05/2024		5231 · Pajaro Park Expense	-65.84	65.84
Bill	231589	07/17/2024		5231 · Pajaro Park Expense	-21.93	21.93
TOTAL					-87.77	87.77
Bill Pmt -Check	AP	08/08/2024	CALNET/ AT&T 2506	1036 · PSM Pajaro Park Acct		-60.49
Bill	JULY ...	08/01/2024		5310 · Utilities - Well Site	-2.43	31.04
				5310 · Utilities - Well Site	-2.43	31.04
				5225 · Street Maintenance	-7.33	93.62
				5310 · Utilities - Well Site	-7.90	100.96
				5231 · Pajaro Park Expense	-4.73	60.49
				5330 · Telephone	-35.67	455.79
TOTAL					-60.49	772.94
Bill Pmt -Check	AP	08/08/2024	Panther Protective Services- ACH	1036 · PSM Pajaro Park Acct		-475.00
Bill	0007-...	07/25/2024		5231 · Pajaro Park Expense	-475.00	475.00
TOTAL					-475.00	475.00
Bill Pmt -Check	AP	08/08/2024	PG&E 3540 Pajaro Park-Online	1036 · PSM Pajaro Park Acct		-168.94
Bill	6/20/2...	07/18/2024		5231 · Pajaro Park Expense	-168.94	168.94
TOTAL					-168.94	168.94
Bill Pmt -Check	AP	08/08/2024	WM / Carmel Marina - Pajaro Park-On...	1036 · PSM Pajaro Park Acct		-426.40
Bill	00644...	08/01/2024		5231 · Pajaro Park Expense	-426.40	426.40
TOTAL					-426.40	426.40
Bill Pmt -Check	AP	08/19/2024	AT&T- 2458 Paj Park Uverse	1036 · PSM Pajaro Park Acct		-68.50
Bill	acct 3...	08/13/2024		5231 · Pajaro Park Expense	-68.50	68.50
TOTAL					-68.50	68.50
Bill Pmt -Check	AP	08/19/2024	Elan-Online	1036 · PSM Pajaro Park Acct		-630.00
Bill		08/06/2024		2910 · Elan	-630.00	1,454.78
TOTAL					-630.00	1,454.78

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August 19, 2024

Pajaro/Sunny Mesa Community Services District
Check Detail - Street Maintenance Account
 July 26 through August 19, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	AP	08/01/2024	C.C.O.I Gate & Fence-Online	1004 · SCCB - Street Maint Acct		-207.13
Bill	36521...	08/01/2024		5225 · Street Maintenance	-207.13	207.13
TOTAL					-207.13	207.13
Bill Pmt -Check	AP	08/08/2024	CALNET/ AT&T 2506	1004 · SCCB - Street Maint Acct		-93.62
Bill	JULY ...	08/01/2024		5310 · Utilities - Well Site	-3.75	31.04
				5310 · Utilities - Well Site	-3.76	31.04
				5225 · Street Maintenance	-11.34	93.62
				5310 · Utilities - Well Site	-12.23	100.96
				5231 · Pajaro Park Expense	-7.33	60.49
				5330 · Telephone	-55.21	455.79
TOTAL					-93.62	772.94
Bill Pmt -Check	AP	08/08/2024	Oscar Ortiz	1004 · SCCB - Street Maint Acct		-760.00
Bill	JUN 2...	08/01/2024		5225 · Street Maintenance	-760.00	760.00
TOTAL					-760.00	760.00
Bill Pmt -Check	AP	08/08/2024	Pajaro/Sunny Mesa Comm Svcs Dist	1004 · SCCB - Street Maint Acct		-140.11
Bill	JULY ...	08/01/2024		5225 · Street Maintenance	-140.11	140.11
TOTAL					-140.11	140.11
Bill Pmt -Check	AP	08/08/2024	PG&E 9545 Street Maint-Online	1004 · SCCB - Street Maint Acct		-85.16
Bill	6/18/2...	07/18/2024		5225 · Street Maintenance	-49.38	49.38
				5310 · Utilities - Well Site	-35.78	35.78
TOTAL					-85.16	85.16

RESOLUTION NO. 08-01-24

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT
APPROVING PROPOSAL FROM TESCO CONTROLS AND DARREL VARNI
ELECTRIC, INC. FOR MOTOR CONTROL CENTERS REPLACEMENT IN AN
AMOUNT NOT-TO-EXCEED \$1,164,625**

WHEREAS, Pajaro/Sunny Mesa Community Services District (“District”) is a Community Services District created pursuant to Government Code Section 61000; and

WHEREAS, in 2023, the District experienced extreme flooding at the Pajaro and Sunny Mesa Well sites causing damage to electrical equipment, which is in now in need of replacement, and

WHEREAS, the District administration has been attending monthly meetings with Federal Emergency Management Agency (“FEMA”) to complete the Category F work for the pending Motor Controls Centers replacement project for the Pajaro and Sunny Mesa Well sites; (“Project”);

WHEREAS, District staff requested an updated proposal from Tesco Controls (“Contractor”) for completion of the scope of work for the Project, which includes long-term repairs and replacement of the temporary Motor Control Centers;

WHEREAS, Contractor submitted a proposal to the District, a copy of which is attached hereto as **Exhibit A** (“Contractor Proposal”), in the amount of 485,695;

WHEREAS, Contractor is a licensed contractor, State Contractors License Number 866499; and

WHEREAS, District staff also requested an updated proposal for completion of the electrical work for the Project from District Electrician Darrel Varni Electric, Inc., State License No. C10 735622, in the amount of \$678,930, a copy of which is attached hereto as **Exhibit B** (“Electrical Proposal”);

WHEREAS, the District Board has previously reviewed and considered the Contractor Proposal and the Electrical Proposal, at its July 25, 2024 meeting;

WHEREAS, the District staff has been trained in the maintenance, repair and replacement of the equipment and programming software listed on the Contractor Proposal;

WHEREAS, the District currently maintains a small stock of equipment for replacement and maintenance, which is included in the Contractor Proposal;

WHEREAS, the District has determined the equipment and services to be provided by Contractor to be reliable, durable and easy to maintain;

WHEREAS, the District has determined that Contractor's equipment and supplies sought match the District's existing equipment and supplies already in use, and District staff has been trained in their use;

WHEREAS, the District has previously engaged Contractor, whom the District determined to have the specialized skills, competency and professional qualifications to perform such equipment and services;

WHEREAS, the District staff has determined that it would be in the District's best interest to engage Contractor to match its existing equipment and services already in use by the District under the Sole Source Purchase provisions of the District's Purchasing Ordinance 4.0(c), and as such, is exempt from bidding requirements;

WHEREAS, the District provides for a Sole Source Purchase based on Contractor's specialty equipment and services provided to the District, and the General Manager has determined that Contractor has demonstrated the specialized skills, competency, and holds the professional qualifications necessary for the satisfactory performance of the design, furnishing of equipment, and services for the Motor Control Centers.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The District Board of Directors hereby finds and determines that the foregoing recitals are severally ratified, confirmed, approved and adopted in all respects.
2. The nature of the equipment and services for which the District seeks to engage Contractor is unique and specialized.
3. Engaging Contractor for the replacement of the Motor Control Centers and programming software is appropriate and consistent with the public interest because Contractor's equipment, supplies and services match the existing equipment and supplies already in use by the District, and upon which District staff has been trained, such that competitive proposals would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable, impractical, or impossible.
4. The District finds that Contractor has demonstrated their specialized skills, competency and qualifications necessary for the satisfactory performance of the maintenance, repair and replacement of the Motor Control Centers and programming software.
5. Maintenance, repair and replacement of the Motor Control Centers and programming software is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15301(d), 15302(c) and 15303(d) of the CEQA Guidelines. Further CEQA review therefore is not required for the District to accept the Proposals by Contractor.

6. The Board of Directors hereby approves engaging Contractor for the maintenance, repair and replacement of the Motor Control Centers and programming software as set forth in **Exhibit A**.
7. The Board of Directors hereby approves the proposal submitted by the District Electrician, set forth in **Exhibit B**.
8. The Board of Directors hereby directs the General Manager or their designee to take all steps necessary to implement and complete the maintenance, repair and replacement of the Motor Control Centers and programming software, as set forth herein.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Pajaro/Sunny Mesa Community Services District duly held on the 22nd day of August, 2024, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Olsen, 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 22nd day of August 2024, and that said Resolution is now spread upon the minutes of said Board.

Judith Vazquez-Varela, Secretary of the Board of Directors



Corporate Office
 8440 Florin Road, Sacramento, CA 95828
 P.O. Box 299007, Sacramento, CA 95829
 PH: 916.395.8800 FX: 916.429.2817

To: Pajaro Sunny Mesa Community Services District
 Attn: Judy Vazquez
 Re: Pajaro Sunny Mesa CSD
 Pajaro Well 2 MCC Replacement

Quote Date: 8/15/2024
 Quote No.: 23E014Q03

Dear Judy,

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Scope of Work

Pajaro Well 2 Upgrade: TESCO will design and furnish a new NEMA 3R rated, 72 inch high, combination utility switchboard, motor control center, and pump control panel with new 100HP Fire Pump Variable Frequency Drive (VFD), 60HP Booster Pump VFD, and NEMA Size 4 FVNR Well Pump Motor Starter. The new Arc Flash rated/labeled MCC shall control the station well & booster pumps including flow monitoring and monitoring of level of 2 existing reservoirs. Installation services, including demolition of existing well site electrical equipment shall be performed by the Electrical Contractor under contract with Pajaro Sunny Mesa CSD (PSMCS). The new Pajaro Well 2 MCC will include a utility metering section with pull section, main service disconnect, new 400-amp automatic transfer switch, isolated instrumentation section (pressure switches), and new pre-programmed L3000 PLC, 10" color touchscreen OIT with Data Logging options. The product offering will be customized for the specific needs of the Well site; this includes engineering services, PLC software engineering & program development services, and factory testing. Tesco shall also provide engineered documentation (wiring schematics, technical data, and O&M manuals) and shall perform on-site startup (field integration, testing, calibration, commissioning, & training), as well as operational verification.

Scope of Supply

Item	Qty	Description
1	Lot	Field Instrumentation Shipped Loose to Include: <ul style="list-style-type: none"> ▪ 12" Magnetic flow meter with remote flow indicator & 50' cable (120VAC) ▪ 10" Magnetic flow meter with remote flow indicator & 50' cable (120VAC) ▪ Qty. of (2) Siemens MultiRanger 100 level transmitter with EchoMax XPS-10 ultrasonic transducer

Item	Qty	Description
2	1	<p>NEMA 3R Combination Utility Switchboard and Well Site Motor Control Center:</p> <ul style="list-style-type: none"> ▪ Weather resistant low profile (72”H) enclosure with utility switchboard section (Tesco 24-000-72 series) ▪ Utility meter socket with bypass blocks (277/480V, 3 phase, 4 Wire 400 Amp Max) ▪ Main service disconnect (400A Frame) ▪ 400 Amp max automatic transfer switch with delayed transition ▪ TVSS ▪ Power Monitor ▪ 100HP Fire Pump VFD with line reactor, deadfront mounted HIM, controls equipment, Indicators, and VFD Disconnect ▪ 60HP Booster Pump VFD with line reactor, deadfront mounted HIM, controls equipment, Indicators, and VFD Disconnect ▪ 60HP Well Pump Motor Starter (FVNR) with O/L’s, controls & status indicators, and HMCP ▪ 15KVA transformer with disconnect ▪ 120/240V distribution panel with breakers ▪ Control Section with Tesco L3000 Programmable Controller to include: <ul style="list-style-type: none"> ▪ 10” C-More color touchpad with trend indication & data logging ▪ Required I/O with spare capacity ▪ Required I/O terminal blocks with spare capacity ▪ Low voltage power supply ▪ Backup battery with charger system ▪ RACO Verbatim automatic alarm dialer for physical phone line ▪ Misc. Pump Control components including; CPT, HOA switch, status indicator lights elapsed time meter, relays, and terminal blocks as required ▪ Pressure system including pressure switches with gauges, pressure transducer, fittings, union tees, elbows and valves ▪ Panel lights with switches, GFI receptacles, fans and heaters with thermostats ▪ Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing
3	Lot	<p>TESCO Professional Services to Include:</p> <ul style="list-style-type: none"> ▪ Project Management – project scheduling and coordination ▪ Engineering – engineered drawings, schematics, technical data, submittal package, equipment procurement, and O&M Manuals. ▪ Software Engineering / PLC Programming – develop setpoints, alarms and OIT configuration, program, develop program/software documentation, develop control strategy and O&M manuals. ▪ Field Engineering Service & Support - verification of product installation, product parameter adjustments, product programming, software upload/download as required, instrument/ device signal spanning, product function checks, product startup, and operational test. ▪ Performance Bond
TOTAL FOR ITEMS 1-3:		\$301,375.00

Progress Payment Milestones

Project Stage:	Progress Payment:
Down-Payment (for Engineering Services)	20%
Material Procurement Release.....	30%
Equipment Hardware/Software Configuration	30%
Deployment, Field Verification, & Startup	15%
Project Closeout	5%

Project Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Networking infrastructure or architecture modifications to existing facilities.
 - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
 - Electrical interconnection diagrams for equipment not furnished by TESCO.
 - ISA process control loop diagrams.
 - Signal loop diagrams for equipment not furnished by TESCO.

Clauses, Terms and Conditions

- Addendums Acknowledged: **0**
- Quote is firm for **90 days** unless otherwise stated.
- Submittals:
 - Product/Equipment Submittals: Initial equipment submittal(s) “schedule” to be provided approximately **06** weeks after receipt of purchase order or written notice of intent. Lead-time for this “schedule” may be subject to delays imposed by 3rd party submittal providers. Submittal “schedule” will list all project submittals and will indicate lead-times for each product/equipment submittal. Generation of submittal(s) may be subject to availability of specified material components; supply-chain constraints may impact material item selections, therefore, may impact submittal lead-times.
 - Information Submittals: Information Submittals are dependent on the approval of Product/Equipment Submittals. An updated Submittal Schedule will be provided after receiving approval of corresponding Product/Equipment Submittal showing schedule and lead-times for Information Submittals.
- Submittals: Initial equipment submittal(s) to be provided approximately **16-20** weeks after receipt of purchase order or written notice of intent; however, generation of submittal(s) will be contingent on supply-chain availability and variability for material components which may impact material item selections affecting submittal lead-times, therefore lead-times are subject to change without notice.
- Delivery: Initial shipment(s) anticipated to commence approximately **46-56** weeks minimum after Product/Equipment Submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material component selections, therefore, lead-times are subject to change. Delivery schedules will be confirmed and provided after receiving Product/Equipment Submittals approval.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change.

- Storage Terms: Any item of the product on which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. If the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.
- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- Product startup will commence once the product is properly installed and powered up. If buyer requests or schedules product startup and seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of \$1500 will be charged to buyer to remobilize seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of product startup, and does not exceed 18 months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Invoices will be billed in accordance with a customer-approved schedule of values and customer-approved pay application.
- Terms are net 45 days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require 50% down-payment upon order and 50% payment at pickup (prior to shipment).
 - Accounts with approved credit, all milestone progress payments must be current for releasing shipment or deploying services.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of 1.5% per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.
- A processing fee of up to 4% will be added for credit card payments.
- TESCO's liabilities shall not exceed 10% of TESCO's total order value.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS

Pajaro Sunny Mesa CSD
Pajaro Well 2 MCC Replacement



Caleb Ernst
Technical Sales Lead
cernst@tescocontrols.com



Corporate Office

8440 Florin Road, Sacramento, CA 95828
 P.O. Box 299007, Sacramento, CA 95829
 PH: 916.395.8800 FX: 916.429.2817

To: Pajaro Sunny Mesa Community Services District
 Attn: Judy Vazquez
 Re: Pajaro Sunny Mesa CSD
 Sunny Mesa Well Site MCC

Quote Date: 8/15/2024
 Quote No.: 23E015Q03

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Sunny Mesa Well Site Upgrade: TESCO will design and furnish a new NEMA 3R rated, 72 inch high, motor control center, and pump control panel with new NEMA Size 4 FVNR Starter for the 60HP Well Pump and new NEMA size 3 FVNR Starter for the 40HP Well Pump. The new Arc Flash rated/labeled MCC shall control the two station wells including flow monitoring, monitoring level of 2 existing reservoirs, and system pressure monitoring. Installation services, including demolition of existing well site electrical equipment shall be performed by the Electrical Contractor under contract with Pajaro Sunny Mesa CSD (PSMCS). The new Sunny Mesa Well Site MCC will include a 200 Amp main MCC disconnect, new 200 amp automatic transfer switch, isolated instrumentation indicator cabinet and new pre-programmed L3000 PLC with TESCO standard operator faceplate. The product offering will be customized for the specific needs of the Well site; this includes engineering services, PLC software engineering & program development services, and factory testing. Tesco shall also provide engineered documentation (wiring schematics, technical data, and O&M manuals) and shall perform on-site startup (field integration, testing, calibration, commissioning, & training), as well as operational verification.

Item	Qty	Description
1	1	<p>NEMA 3R Well Site Motor Control Center (Unmetered):</p> <ul style="list-style-type: none"> ▪ Weather resistant low profile (72”H) enclosure (Tesco 24-000-72 series) ▪ Main service disconnect (200A Frame) ▪ 200 Amp max automatic transfer switch with delayed transition ▪ TVSS ▪ Power Monitor ▪ 60HP Well Pump Motor Starter (FVNR) with O/L’s, controls & status indicators, and HMCP ▪ 40HP Well Pump Motor Starter (FVNR) with O/L’s, controls & status indicators, and HMCP ▪ 15KVA transformer with disconnect ▪ 120/240V distribution panel with breakers ▪ Control Section with Tesco L3000 Programmable Controller to include: <ul style="list-style-type: none"> ▪ Operator faceplate ▪ Required I/O with spare capacity ▪ Required I/O terminal blocks with spare capacity ▪ Low voltage power supply ▪ Backup battery with charger system ▪ RACO Verbatim automatic alarm dialer for physical phone line ▪ Misc. Pump Control components including; CPT, HOA switch, status indicator lights elapsed time meter, relays, and terminal blocks as required ▪ Panel lights with switches, GFI receptacles, fans and heaters with thermostats ▪ Manufacturing Services – fabrication, manufacturing, assembly, equipment wiring, and factory testing

Item	Qty	Description
2	Lot	Field Instrumentation Shipped Loose to Include: <ul style="list-style-type: none"> ▪ 6" Magnetic flow meter with remote flow indicator & 50' cable (120VAC) ▪ 4" Magnetic flow meter with remote flow indicator & 50' cable (120VAC) ▪ Qty. of (2) Siemens MultiRanger 100 level transmitter with EchoMax XPS-10 ultrasonic transducer ▪ Qty. of (1) Rosemount 2051 series pressure transmitter w/gage
3	Lot	TESCO Professional Services to Include: <ul style="list-style-type: none"> ▪ Project Management – project scheduling and coordination ▪ Engineering – engineered drawings, schematics, technical data, submittal package, equipment procurement, and O&M Manuals. ▪ Software Engineering / PLC Programming – develop setpoints, alarms, program, develop program/software documentation, develop control strategy and O&M manuals. ▪ Field Engineering Service & Support - verification of product installation, product parameter adjustments, product programming, software upload/download as required, instrument/ device signal spanning, product function checks, product startup, and operational test. ▪ Performance Bond
TOTAL FOR ITEMS 1-3:		\$184,320.00

Progress Payment Milestones

<i>Project Stage:</i>	<i>Progress Payment:</i>
Down-Payment (for Engineering Services)	20%
Material Procurement Release.....	30%
Equipment Hardware/Software Configuration	30%
Deployment, Field Verification, & Startup	15%
Project Closeout	5%

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- All merchandise sold is subject to lien laws.
- A processing fee of up to 4% will be added for credit card payments.
- TESCO's liabilities shall not exceed 10% of TESCO's total order value.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS



Caleb Ernst
Technical Sales Lead
cernst@tescocontrols.com

Proposal



Darrel Varni Electric, Inc.

Watsonville, CA 95076

Phone (831)761-2288 • Fax (831)761-2285

State License # C10 735622

www.dve-inc.com

DIR Reg#1000001220

SBE Certification #2023646

Date: 5/25/23

Proposal Number: 23.027.1

Rev. 7/22/24

Proposal to: PSMCSD

Project: MCC Replacement

Plans: NONE, Design Build

Location: Monterey County, CA

Scope of Work:

Provide and install conduit and wire as required.

Provide all trenching, backfill and compaction.

Provide and install new 4' raised concrete pedestal for mounting of new MCC's.

Provide and install pull boxes as required.

Off haul spoils to a location on site for DVE work only.

Demo and off haul existing MCC and required.

Provide and install new walkway with railing and stairs to access MCC's.

Install owner furnished MCC's as per Tesco quotes #23E014Q01 and

23E015Q01.

Install all material included on Tesco quotes.

Fully functional testing is included.

Reconnect power to existing generators.

Prices Excludes:

Permits and/or plans.

Any fees associated with permits, PGE and/or plans.

Any additional expense for special inspections that may be required.

Any site surveying, staking and final grade.

Excludes any soils testing.

Providing/maintaining of any BMP and/or SWPPP.

Excludes any expenses from PGE is required, when digging around gas lines.

Hard rock excavation.

**CONSULTING AND ADVISORY
PROFESSIONAL SERVICES CONTRACT**

PAJARO/SUNNY MESA COMMUNITY SERVICES

AND

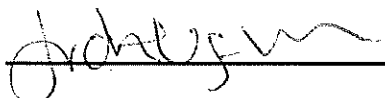
DONALD ROSA

District desires to contract with Donald Rosa for the purpose of consultation and advisory to the General Manager.

The matters which this contract would affect is at the discretion of the General Manager, and the Board of Directors.

The consultant agrees to avail himself to the General manager on a pre-scheduled basis, for a minimum of two hours for each consulting session.

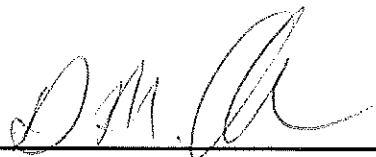
The consulting fees will be set at \$125.00 per hour.



General Manager Judith-Vazquez-Varela



Consultant Donald Rosa



Board President Donald Olsen

RESOLUTION NO. 08-02-24

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT, AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION, THE INCURRING OF AN INDEBTEDNESS, THE EXECUTION OF A LOAN AGREEMENT AND ANY AMENDMENT THERETO, A PROMISSORY NOTE AND ANY OTHER DOCUMENTS NECESSARY TO SECURE A LOAN FROM RURAL COMMUNITY ASSISTANCE CORPORATION

WHEREAS, Pajaro/Sunny Mesa Community Services District ("District") is a Community Services District created pursuant to Government Code Section 61000;

WHEREAS, the District is an entity established under the laws of the State of California and empowered to own property, borrow money and give security for loans;

WHEREAS, the District wishes to develop the Springfield Water Consolidation Project ("Project"), which will provide a high-quality water source for long-term reliability and new distribution system for the Springfield Water System, Struve #2 Water System and approximately ten (10) residences on Springfield Road on the property located in Moss Landing, California;

WHEREAS, the District has been working with the California Department of Financial Assistance ("State") for funding for development of the Project;

WHEREAS, pursuant to the State funding program, the District will be reimbursed on a quarterly basis for expenses it incurs for development of the Project;

WHEREAS, given the quarterly reimbursement schedule, the District has a need for "bridge" funding to cover monthly expenditures for the Project until such State reimbursements can be issued;

WHEREAS, Rural Community Assistance Corporation ("RCAC") is authorized to make loans for housing, environmental infrastructure and community facilities for low-income people;

WHEREAS, the District wishes to apply for and obtain from RCAC a "bridge" loan to cover the District's monthly Project expenditures that are incurred before the District receives its quarterly reimbursement from the State; and

WHEREAS, District Counsel advises that CEQA review is required for construction of the Project, which is separate from the application for the loan.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The District Board of Directors hereby finds and determines that the foregoing recitals are severally ratified, confirmed, approved and adopted in all respects.
2. The District Board approves the submittal to RCAC an application for a bridge loan for the Project to be developed in the County of Monterey in the State of California.
3. If the loan is approved, the District is hereby authorized to incur indebtedness in an amount not to exceed the amount approved by RCAC and to enter into a loan agreement with RCAC for the purposes set forth in the loan application and approved by RCAC. The District also may give a promissory note and execute security, and other instruments required by RCAC to evidence and secure the indebtedness.
4. The District is further authorized to request amendments, including increases in the loan amount up to amounts approved by RCAC, and to execute any and all documents required by RCAC to evidence and secure these amendments.
5. The District authorizes the General Manager or designee to execute in the name of the District, the loan application and the loan agreement, promissory note, and security and other instruments required by RCAC to make and secure the loan and any amendments thereto.
6. The District authorizes the General Manager or designee to confirm District bank account information for loan disbursements and payments.
7. The District authorizes the General Manager or designee to take all steps necessary to implement this Resolution, including executing in the name of the District, any and all documentation required by RCAC for the disbursement of the funds during the term of the loan.
8. This Resolution does not and shall not be construed as irrevocably committing the District to an activity that may cause either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment, without environmental review that complies with CEQA.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Pajaro/Sunny Mesa Community Services District duly held on the 22nd day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Olsen, 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 22nd of August 2024, and that said Resolution is now spread upon the minutes of said Board.

Judith Vazquez-Varela, Secretary of the Board of Directors

Pajaro Valley Golf Club — Narrative (8-12-24)

— — —

As part of its re-imagination of the Pajaro Valley Golf Club, the goal of Parks Legacy is to preserve golf — both as a focal point for a new residential neighborhood on previously zoned High Density Residential land, and to complement a destination visitor serving project to Monterey County. Parks Legacy considers golf properties to be the “Central Parks” of established communities, providing open space, recreation and social interaction to residents and visitors. The proposed project has been planned to restore, re-imagine and revitalize the historic golf recreation asset — with careful regard for sustainability, environmental enhancement and attainable housing.

The Golf Restoration & Re-imagination Site Area

The plan facilitates the Restoration and Reconfiguration of an existing 100-year old (c. 1926) 18-hole Regulation-length Golf Course on an existing OR (CZ) parcel with adjacent golf use areas.

The existing golf facility sits on ± 111.5 acres of an OR(CZ) “Open Space Recreation” zoned parcel with ± 6.1 additional acres of existing grandfathered golf use on portions of adjacent LDR(CZ) and RDR(CZ) parcels accessed by easement. The aggregate total acreage of the existing golf facility is ± 117.6 acres. The 18-hole golf course facility also consists of a practice range, golf clubhouse, maintenance facility and on-course restroom within the total use area.

Within the golf area is an HDR(CZ) “High Density Residential” zoned parcel of ± 21.9 acres and a CGC(CZ) “Commercial-Retail” zoned parcel. Portions of the existing golf facility overlay both of these parcels. Under the proposed plan, golf uses are removed from the CGC(CZ) parcel, but will continue to be present on portions of the HDR(CZ) parcel.

The site is gently sloping from north to south with two primary drainage areas. The first descends to the southeast and culminates below a series of artificial ponds immediately located below the existing clubhouse. In turn, these ponds connect to a wetlands area that is located predominantly within the HDR(CZ) parcel. The second drainage area is a “valley” that extends from the northwest corner of the site across the golf course, and eventually to the far south end of the course where it connects to a large wetlands area at the edge of Elkhorn Slough.

The existing maintenance facility is located mid-way between the clubhouse and far south end of the course. This facility is in significant need of repair/replacement. The current location requires employees and deliveries to drive across portions of the golf course.

The existing clubhouse is along Salinas Road. Its grounds include parking, a cart storage area, a practice putting green and access to the practice range area. The entirety of the clubhouse is in significant need of repair/replacement. Portions of the clubhouse structure are not used due to their condition.

An on-course restroom is located north of existing Hole No. 6. This small structure is in need of repair and upgrades. It has potable water service and a localized septic system.

Access to the golf facility is from the north off Salinas Road. The golf facility has secondary (non-public) access from the south across the adjacent LDR(CZ) and RDR(CZ) parcels. This secondary access was used by FEMA and other agencies during the flood emergency of 2023 as it was the only way for certain residents of Pajaro Valley in the lower Hudson Landing area to evacuate to higher ground and obtain needed services, water and shelter. This secondary access is occasionally used for golf maintenance and is intended to be maintained for maintenance and public safety (emergency) purposes.

History

The original golf course was developed in 1926 as the 9-hole “Watsonville Golf & Country Club” under leadership of Fred Wilson. The founding members were prominent among the Watsonville agricultural community. Peter Hay, the golf professional at Pebble Beach, was brought in as a design consultant to layout the course and help with construction. The course opened in Summer 1926.

The Peter Hay legacy is especially important to Pajaro Valley, representing one of Monterey’s most prominent names in golf. Mr. Hay, a Scottish immigrant, began his tenure at Pebble Beach in 1915, serving as the head professional at the Del Monte Golf Course. Peter Hay is credited with few original designs, Pajaro Valley’s original nine being one. His Peter Hay Par-3 Course at Pebble Beach has recently been remodeled by Tiger Woods, bringing renewed awareness to Hay’s contributions to public access golf on the Monterey Peninsula.

In the early 1950s a second nine holes were laid out and constructed at Pajaro Valley, forming the present 18-hole configuration. Nominal changes to the course have been carried out during the past 70 years, yet the routing of holes has remained mostly unchanged since the 1960s.

Prior to the development of the golf facility, most of the land now used as golf recreation had been farmed. Hudson Landing (c. 1860, originally “Brennan’s Landing” and later “Watsonville Landing”) reaches the lower portion of Park Legacy’s overall site which is zoned RC(CZ) “Resource Conservation.” Hudson Landing became a major dock for agriculture products to be loaded onto ships for export to California ports. Remnants of Hudson Landing’s dock and infrastructure is still evident at Elkhorn Slough up to the water’s edge. The current area of the golf course was configured with a small rail line sized for carts similar to mining carts. These rail carts transported fresh produce from the Salinas Road route down to Hudson Landing where ships would receive the produce for transport.

Proposed Restoration Plans

Since first managing the Pajaro Valley Golf Facility since 2020, Golf Course Architect Forrest Richardson was engaged by Parks Legacy to begin establishing careful restoration and renovation plans for the course. Richardson is a past president of the American Society of Golf Course Architects (ASGCA) and has numerous experience working throughout Northern California. His work has included both new, remodeled and historic restoration projects. Among them has been Palo Alto's Baylands Golf Links, a multi-faceted project involving numerous regulatory agencies and creation of new wetlands adjacent to San Francisco Bay. At Berkeley Country Club, Richardson restored the c. 1921 layout designed by Robert Hunter, who later was responsible for carrying out the design vision of noted Golf Course Architect, Alister MacKenzie at both Pasa tiempo and Cypress Point Club. Richardson's work has been awarded for its environmental hallmarks and design flexibility to serve a diverse range of golfers from beginners to accomplished players.

The re-imagined Pajaro Valley Golf Club features the following environmental enhancements:

- 38.0 acres converted from managed turf to non-irrigated native grass
- Preservation of \pm 13.0 acres of adjacent wetlands with added biofiltration basins as buffers
- Biofiltration basin network across the full course for run-off filtration
- 10,400 s.f. of expanded wetlands adjacent to the RC(CZ) zoned land south of golf areas
- 1.6 acres of restored naturalized drainage corridor through the golf course
- Reduction in total managed turf footprint from >110 acres to \pm 50 acres (>54% reduction)
- 50 acres of naturalized native grass areas throughout
- Existing native grass areas restored with site appropriate species
- A new state-of-the-art irrigation system
- Use of HDPE pipe and fused connections to prevent leaks (golf irrigation infrastructure)
- Conversion from 100% well (ground) water to blend recycled water and well water
- Water use reduction (overall) of >30%
- Groundwater use reduction of > 50%

The restored golf course will be 18-holes, par-71 with yardage from 6,500 yards (back tees) to 4,000 yards (forward tees). Practice areas will be limited to practice greens for putting and short game development. The practice range is proposed to be eliminated to reduce the overall turf footprint and water use requirements. Indoor golf simulator bays for practice and instruction will be integrated to the new clubhouse.

Design Theme

The golf course architectural theme developed by Richardson is one grounded in historic "classic era" golf style with innovative approaches to infrastructure that will incorporate biofiltration; efficient irrigation; integrated drainage and water recapture; and significant native habitat throughout the course. Richardson's design restores holes conceived by Peter Hay and augments these areas with golf features that will yield a course that looks as if it were fully developed in the 1920s. This goal is reached with careful design and construction of greens and bunkers, using a "minimalist" approach to shaping golf features with very little disturbance of the surface terrain.

The golf course will play out at par-35 and return in at par-36 (par-71 total). The golf course features four par-5 holes, nine par-4 holes and five par-3 holes. There are approximately 40 sand bunkers planned. Cart paths are proposed to be permeable surfaced except where they are used to intercept drainage to be conveyed to biofiltration basins.

The golf course design will be classic in nature and design features construction. Often referred to as “Golden Age Design” in spirit, this theme evokes a finished golf course with graceful contouring that blends into the natural terrain, and with golf features — tees, bunkers, greens and fairways — that appear as if they have been there for decades. The theme purposefully avoids artificial mounding and other “machine-made” appearances. Green contours are the exception, which will be undulating and interesting.

Existing Golf Conditions

In addition to bringing new public-access and visitor uses to the Pajaro Valley site, a driving force in restoration and re-imagining of the golf course is to overcome decades of significant deferred maintenance. As example, portions of the golf irrigation system have been in place since the 1940s with some segments of pipe still made of steel that is highly prone to leaking. No significant measures to renovate the golf course have been undertaken since the 1960s when ownership transferred.

Parks Legacy, since assuming operations in 2020, has invested significantly in addressing immediate concerns. These have included irrigation replacement of certain components, well maintenance, pumping system repairs, turf rehabilitation, tree management and numerous measures to improve the clubhouse and maintenance areas. The reality, however, is that full replacement of the golf infrastructure (irrigation, drainage and rootzone) is the only path forward to Pajaro Valley. Therefore, plans have been prepared beginning in early 2021 that will fulfill the goal of correcting all deferred maintenance through full replacement.

Specific conditions of the existing golf course requiring mitigation include:

- Old, outdated irrigation infrastructure with leaking pipes and connection components
- Lack of irrigation control due to age and incompatible control systems
- No irrigation control in certain areas
- Poor water distribution of turf areas
- No weather integration for water use
- Turfgrass disease from poor management of turf rootzones
- Turf types that require excess water
- Deteriorating path surfaces
- Inadequate and deteriorating drainage infrastructure
- Dying and diseased trees
- Poor golf turf conditions

Other conditions, from a golfer experience perspective, include deficiencies in terms of flexible golf hole length for player diversity; loss of strategic interest; obstructed view corridors; accessibility measures (golf accessibility to exceed ADA requirements); and overall lands[ace management for better aesthetics.

Tree Management

The proposed plans call for removal of approximately 35 existing trees to accommodate the golf course restoration and remodel work. Approximately 40% of these existing trees (\pm 14 trees) are in decline or present a hazard to golfers and employees. Many of the hazardous specimens are mature Eucalyptus or Monterey Cypress that have unstable root structure or are in danger of falling (self-pruning) during wind events. Trees to be removed to accommodate other areas of proposed development are separately described (see clubhouse, campground, retail and residential sections).

New trees have been identified to be planted as part of the golf work. Varieties proposed include Box Elder, California Line Oak, California Buckeye and Western Sycamore. The proposed quantity of new trees to be planted is >70 , to be determined in conformance to Monterey County requirements and per the opinion of the Project Biologist in relation to new native grass (habitat) areas added to the site. The developer proposes a mitigation formula that takes into account the acreage of new habitat area as part of any tree mitigation requirements and plans.

Biofiltration Basin System

A major environmental enhancement of the proposed golf course restoration and renovation will be the advent of biofiltration basins throughout the golf course areas. The proposed plans call for 20-30 of these basins, each configured with capacity to capture surface runoff at the edges (low points) of managed turf areas that are above drainage courses and wetlands zones. The purpose of the biofiltration basin system is to hold surface runoff before it reaches naturalized lowland areas and wetlands zones, and to provide a native grass and substrate soils medium to filter water before it is metered out to downstream areas.

The proposed plans show the biofiltration basin system and details for how the basins are to be located to serve as buffers between managed turf and downstream areas. The biofiltration basins have been planned and specified with input from the Project Biologist team, Project Engineer and Golf Course Architect. In some locations basins will serve for both environmental and stormwater mitigation. The goal of the biofiltration system is to serve as a buffer between managed turf and naturalized lowland areas. The system is one of the environmental hallmarks being added to the golf course infrastructure that has not been present previously.

Construction Approach — A Light Touch

The proposed golf course reconfiguration has been carefully planned to minimize golf course grading and earthwork disturbance across the golf course areas. The plans call generally for golf course earthwork to be less than $\pm 60,000$ c.y., and to be confined to isolated areas. An exhibit (“Primary Areas to be Remodeled”) shows the more intensive grading areas. These areas account for ± 15 acres of the full golf course area (99.5 acres) to facilitate reconfiguration.

The remaining acreage of the reconfigured golf course (± 84.5 acres) will be re-shaped with minimal disturbance. This approach is known as “localized shaping” in golf construction terms. The Golf Course Architect intends to preserve the existing terrain and land forms across this remaining acreage by carefully integrating golf features with the existing contours. Subtle changes will be made for the purpose of retaining natural drainage flows, existing trees and natural areas to be preserved. The ratio of less intensive (localized shaping areas) to more intensive earthwork is $> 5:1$ under the proposed plan.

Turfgrass Conversion

Current turf varieties across the golf course include predominantly cool season ryegrass mixed with several species of warm season grasses. These include Bermudagrass, Kikuyugrass and isolated patches of Paspalum. Management of these species is difficult at best. Water requirements for the rye grass are intensive. Requirements for the warm season grasses vary. The resulting water delivery requirement is gauged to accommodate the turf with intensive needs, which obviously results in overwatering of less intensive turf areas. The existing turf cover has no defined zones. Varieties are all mixed. Therefore, water requirements cannot be properly gauged. This results in water inefficiencies.

Turfgrass conversion of the golf course will establish the following turf varieties:

- Santa Ana Hybrid Bermudagrass (all fairway and tee surfaces; ± 3.0 acres)
- UC Verde Buffalograss (selected ‘roughs’ areas; ± 7.0 acres)
- PureSelect Bentgrass (greens surfaces; ± 40.0 acres)

New turfgrass will replace all existing ‘mixed’ varieties and will be established on a new layer of sandy loam soils harvested from the existing golf course topsoil (vegetative) layer. Establishing new turfgrass on a well-draining soil medium will allow root maturity to a greater degree, which in turn will allow for less irrigation watering rates.

The overriding goal in establishing new turf varieties is the flexibility to limit water use while preserving the recreation asset and use that the golf facility offers (wee water use, water balance sections).

Native Grass Establishment and Management

As noted, the project proposes significant conversion of acreage from heavily water turfgrass to no-water native grass species in out of play areas of the golf course. Proposed native grass varieties include:

- Idaho Fescue
- Foothill Needlegrass
- Meadow Barley
- Red Fescue
- Seashore Bentgrass
- California Oatgrass
- Red Fescue Blend

The target acreage of total native grass habitat is 50 acres, combining conversion areas of existing managed turfgrass and smaller areas already managed as natives. The establishment program will be sequenced to remove existing turfgrass, seed with native and to mature the native cover over an 18 month period using minimal irrigation for establishment. Dave Kaplow of Eco management, an expert in California native grass establishment and management, will guide the effort on behalf of Parks Legacy.

Golf Course Water Use

The completed golf restoration work will reduce total water consumption for golf turf areas from the current average use of 138 a.f per year to ≤ 110 a.f per year. This is accomplished by the following integrated design, management and irrigation system measures:

- Turf area reduction from ± 110 total turf acres to \pm total turf 50 acres
- Conversion to drought-tolerant, warm season turfgrass for tees and fairways
- Use of more drought-tolerant Bentgrass at greens surfaces
- Conversion of 'roughs' areas to drought-tolerant Buffalograss
- New state-of-the art irrigation control with individual sprinkler head regulation
- New sprinkler head nozzle technology with less evaporation and even distribution
- Full new sprinkler head spacing based on slopes and wind (real time control)
- Integrated weather regulation for timing and water duration based on current weather
- Integrated turf monitoring (soil sensing, plant infrared and drone monitoring)
- Use of wetting agents on managed turfgrass
- Soils adjustment for best maturity and growing medium

The new irrigation system (fully replaced) will be fully integrated to turf monitoring (soil sensing, weather, etc.) Irrigation design 'best practices' will include distribution uniformity of the irrigation system via triangulation (three sprinkler heads watering an area); slope-specific head spacing; and control ability to overcome slopes, wind, shade and optimum ET rate.

Golf maintenance protocols will use holistic approaches to turfgrass management with new turfgrass brought to maturity so they can become as drought tolerant as practical. The proposed warm season turfgrass varieties have the lowest ET rates available.

Ground water from wells used for the golf course will be significantly reduced in favor of a blend of treated effluent water from the on-site water treatment plant mixed with treated water. The blend rate will vary throughout the year. The golf irrigation system will be installed with four primary zones, enabling appropriate water blends to be delivered to (i) tees and fairways; (ii) greens; (iii) roughs; and (iv) native grass areas (with limited coverage for establishment),

Expectations are that ground water from wells will be approximately 50% less than historical uses on an annual basis.

Cart Paths

Cart paths are planned to have permeable surfaces except where they are integrated for the purposes of surface runoff interception to carry water to biofiltration basins.

In the area of Hole Nos. 12-13, some paths are proposed as elevated wooden boardwalk in design and construction. These elevated paths will be used by players (walking and using electric carts) to traverse areas near or across wetlands. No maintenance use of these boardwalk paths is planned.

Golf Maintenance Facility

The current maintenance facility will be relocated to the far northeast corner of the site with access directly off of Salinas Road. Current vehicle traffic across the golf course to access the facility will no longer be required. (See specific Golf Maintenance section).

Irrigation Pump System

The existing golf facility is irrigated with ground water that is pressurized at the location of the existing golf course located to the north (between proposed Hole Nos. 1 and 2). This is only one well among those dedicated for golf use on the property.

A new, state-of-the-art pump system will be integrated to the water treatment plant proposed east of the new clubhouse site, adjacent to the tees at Hole Nos. 1 and 5. The golf irrigation pump station will be energy efficient using variable speed pump motors. Water will consist of both ground water (significantly reduce from historic volumes) and treated effluent produced by the on-site plant. Water for golf use will be mixed from ground water and treated water, in addition to the capability to use 100% ground in certain zones of turfgrass. The pump system will be designed and installed to be compatible with future effluent water sources should they become available to the site.

On-course Restroom

The existing location and structure of the on-course restroom is to be renovated in place. The existing structure will be re-faced and re-roofed. All doors, glazing and fixtures will be replaced. The proposed work will upgrade septic and utilities as needed.

Public Access

The golf course will remain open to the public, with continued annual pass and other non-equity playing privileges offered to community residents. Rates are proposed to be competitive to North Monterey County with a structure favoring local residents, Monterey County residents and State residents. Visitors are expected to pay higher rates, similar to the “Torrey Pines Model” that has been widely adopted throughout California.

Disc Golf Component

A disc golf course has been proposed for public use. This feature is planned on RC(CZ) zoned land as “public day-use” recreation amenity to local residents and visitors. The course has been designed by Golf Course Architect Forrest Richardson. Richardson has been involved with disc golf in Arizona, Washington and Hawaii. This is his inaugural California site.

The planned course is 18-holes with a total length of just under 6,000 feet. Holes range from par-3s to par-5s, totaling a par of 71. The site selected by Richardson is a previously cleared site (historic agriculture) that is now a portion of the RC(CZ) land holding of Parks Legacy.

The course begins near the proposed Environmental Education Pavilion and reaches a low elevation of 40 ft above sea level, with a high point attained at 145 feet above sea level. The proposed plan requires minimal site work and has been planned to remain in its natural state with native grass cover and isolated taller vegetation in canyons and at the perimeter.

Maintenance of the disc course is anticipated to involve annual brush control to keep native grass species true to type. Native grass is planned to be managed as part of ongoing maintenance best practices.



- | | | | | | |
|---------------------------|--------------------------------|---------------------------------------|---|--------------------------|---|
| ◆ 1 MAIN VEHICULAR ENTRY | ◆ 6 HOUSING ARRIVAL GATE HOUSE | ◆ 11 COFFEE SHOP | ◆ 16 GOLF MAINTENANCE FACILITY | ◆ 21 EVENT LAWN | ◆ 26 EMERGENCY VEHICLE ACCESS |
| ◆ 2 RV ARRIVAL GATE HOUSE | ◆ 7 RV STALLS | ◆ 12 COMMUNITY MARKET | ◆ 17 GOLF & COMMUNITY CLUBHOUSE | ◆ 22 BACK-OF-HOUSE | ◆ 27 DELINEATED WETLAND & REQUIRED BUFFER |
| ◆ 3 WELCOME CENTER | ◆ 8 GOLF CABINS | ◆ 13 SALES OFFICE / TAVERN | ◆ 18 BREAKFAST / LUNCH / FITNESS & YOGA | ◆ 23 SEWER FACILITY | ◆ 28 DRAINAGE & BIO-FILTRATION BASIN |
| ◆ 4 GOLF CART PARKING | ◆ 9 COMFORT STATION / LAUNDRY | ◆ 14 MANUFACTURED HOUSING VILLAGE | ◆ 19 MAIN POOL AREA | ◆ 24 NEW, DEDICATED WELL | ● # GOLF HOLE |
| ◆ 5 VEHICULAR PARKING | ◆ 10 CAMPING AREA | ◆ 15 COMMUNITY POOL & RECREATION AREA | ◆ 20 PICKLEBALL COURTS | ◆ 25 CONSERVATION AREA | ● PG PUTTING GREEN |



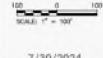
PAJARO VALLEY GOLF CLUB
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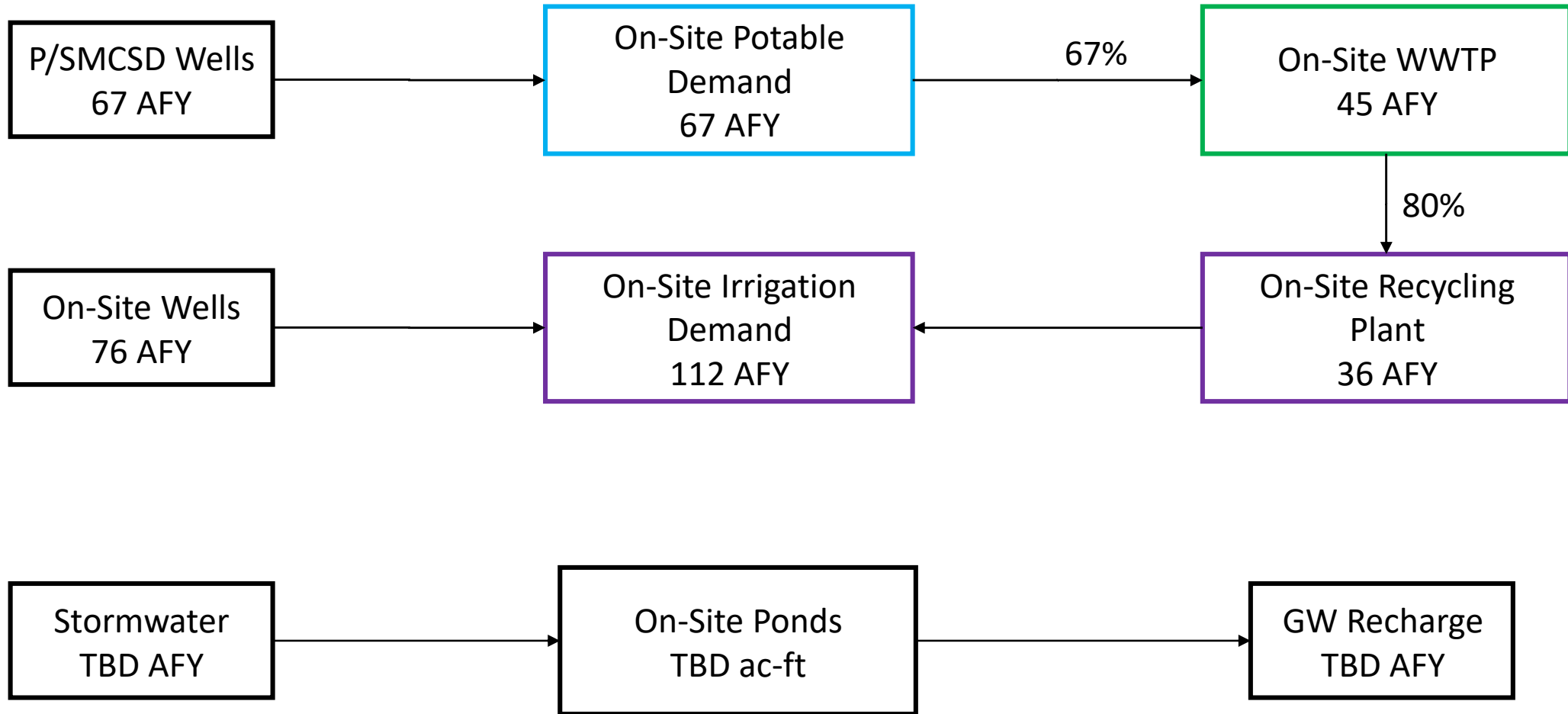
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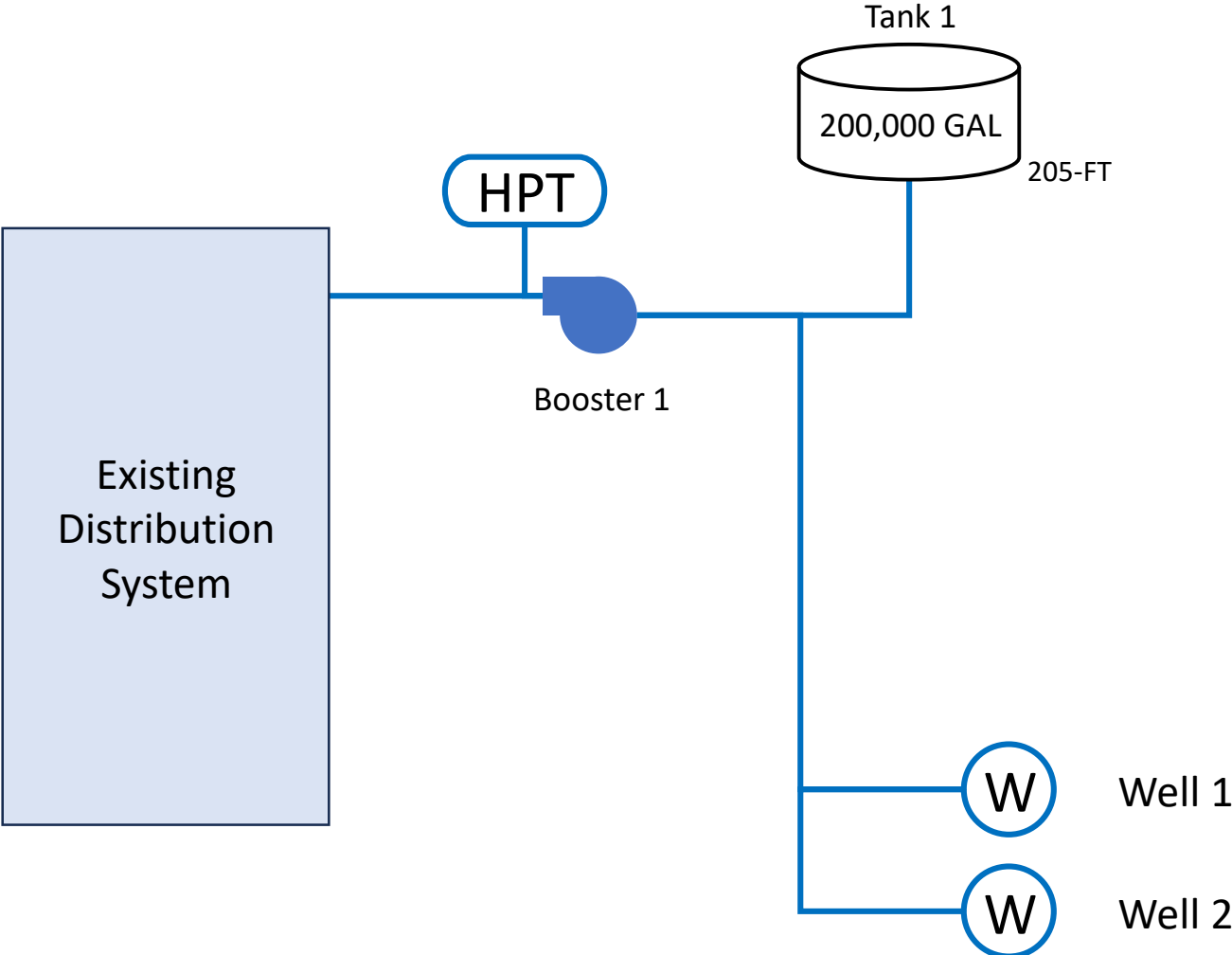
Water Demands

	Sunny Mesa	Parks Legacy	Total	Units
Average Day Demand	81.1	66.6	147.7	ac-ft/yr
Maximum Day Demand	190,051	134,581	324,632	gal/day

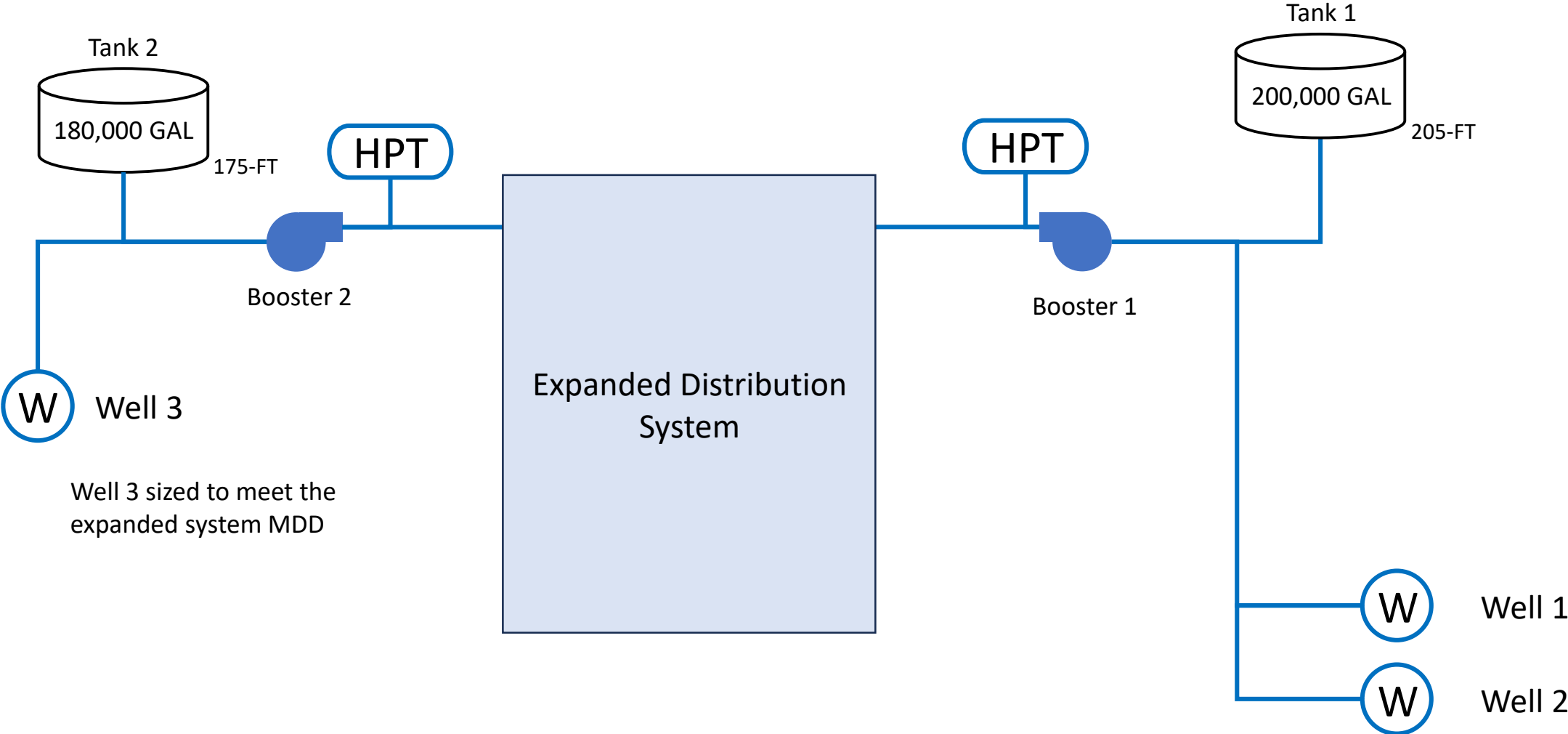
Parks Legacy Project, Water Supply Plan



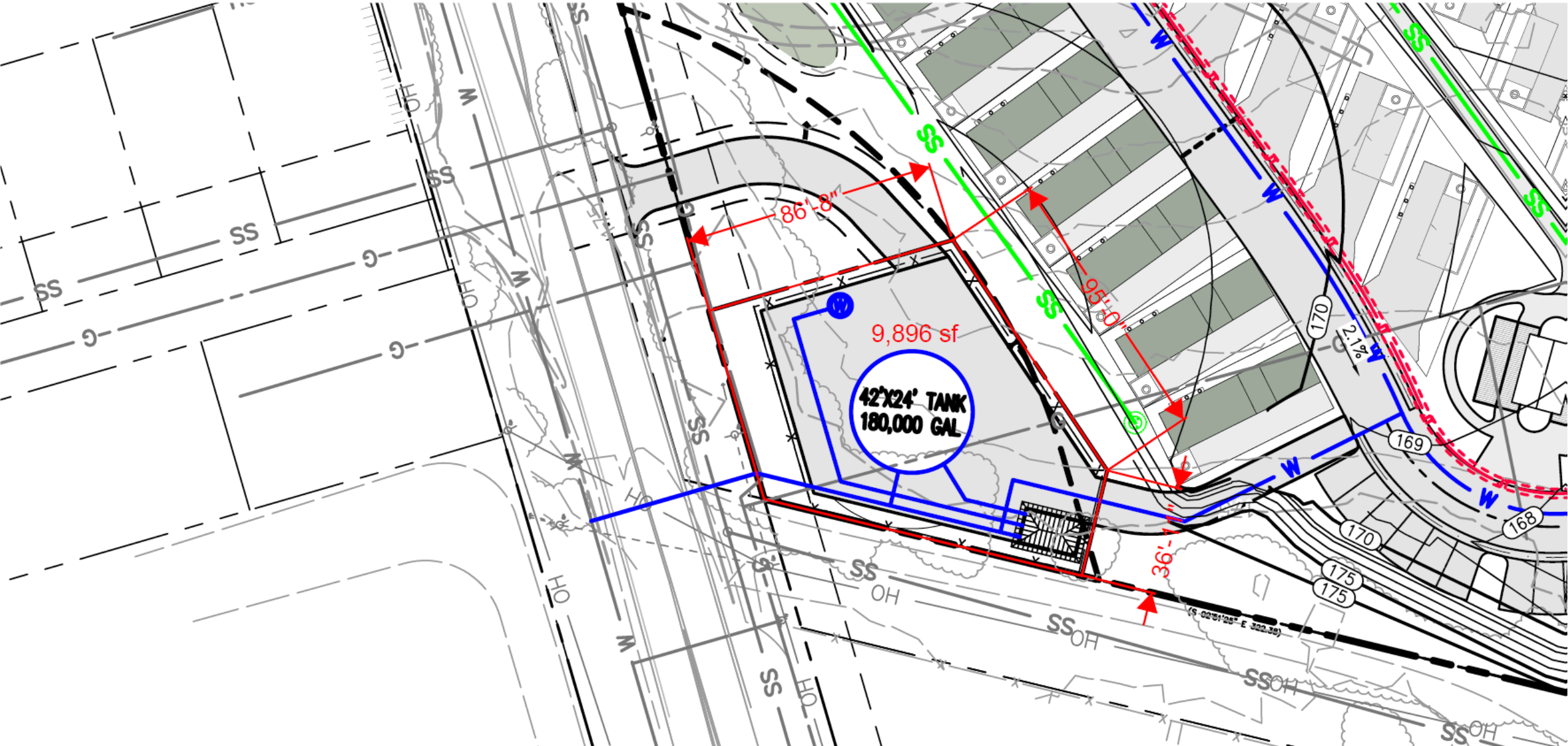
Existing Sunny Mesa System



Proposed Sunny Mesa System



Conceptual Site Layout



Progress Report
Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project
(PSMS)
August 22, 2024

Project Overview

The consolidation of the Pajaro, Sunny Mesa Water Systems and Springfield Area to provide reliable and water quality that meets State water standards.

Land Acquisition

The team is working on land acquisition of the key equipment locations. The project schedule is dependent on how quickly land acquisition efforts last.

Boundary Survey

The Aerial survey was completed, currently working on creating the boundary survey.

30% Design

MNS is working on the design, but land acquisition is the critical path to achieving it.

Environmental Permitting

Denise Duffy and Associates (DDA) has begun the pre-application process with Monterey County.

Construction

The construction of the project may be phased depending on approval of the Community Change Grant. The Grant would require the work to be completed in 3 years from funding execution and it must provide direct benefit to community. The first phase to include land acquisition, iron/manganese treatment for the Pajaro Well 1, consolidation pipeline Pajaro & Sunny Mesa Water Systems, pump station, Pajaro tank 1 rehabilitation, destruction of Struve #2 and Sunny Mesa Wells, Partial SCADA system, and auto read meters upgrade.

Progress Report-Springfield Consolidation Project
August 22, 2024

Bridge Loan

District Staff began the application process with Rural Community Assistance Corporation for a bridge loan. Submission of a loan application Resolution No. 08-02-24 is on the agenda for Board consideration.

Financial Security Package

Completed by District and uploaded to FFAST, being reviewed by Department of Financial Assistance (DFA)

Technical Package

Completed by District and uploaded to FFAST, being reviewed by DFA

Water System Consolidation Agreement

The Consolidation Agreement has been executed and uploaded to FFAST, being reviewed by DFA

Construction Funding Agreement

The source of funding for the construction phase of the Project is Emerging Contaminants in Small or Disadvantaged Communities (ECSDC) the agreement is expected to be executed in September of this year. The funding is dependent on compliance with the upcoming revised intended Use Plan provided by MNS Engineers (MNS).

Design

MNS has completed 100% design and has been submitted to Monterey County for review.

Staging Area

An agreement with North Monterey County Unified School District is necessary to use its property as a staging area for construction. The easement agreement for the staging area is complete waiting for School District to sign, it was not signed at the 6/27/24 Board meeting because quorum was not present. To be presented at the next meeting.

Easements

2 easements remain to be signed and are necessary before the construction funding agreement can be executed. MNS coordinating communication with property owners.

Construction Bidding Documents

MNS will begin preparing construction bid documents.

Environmental Package

- California Department of Fish and Wildlife (CDFW)-Incidental Take Permit (ITP) is expected to be issued soon by CDFW, it is necessary prior to construction initiation. Denise Duffy & Associates (DD&A) continue to negotiate permit conditions with CDFW for the ITP.
- Coastal Development Permit-DD&A continues to work with engineers and Monterey County on condition compliance.

Judy Vazquez

From: California Water Boards <public@info.waterboards.ca.gov>
Sent: Friday, July 26, 2024 9:02 AM
To: Judy Vazquez
Subject: Hexavalent Chromium MCL Approved; Regulation Effective October 1, 2024

Having trouble viewing this? [View it as a webpage](#)



This is a message from the State Water Resources Control Board.

On July 24, 2024, the Office of Administrative law (OAL) approved the hexavalent chromium maximum contaminant level (MCL) of 0.010 mg/L adopted by the State Water Board on April 17, 2024. **The regulation takes effect October 1, 2024.**

Pursuant to California Code of Regulations (CCR), title 22, section 64432, unless otherwise directed by the State Water Board, each community and nontransient-noncommunity water system must initiate monitoring within six months following the October 1, 2024, effective date. If otherwise performed in accordance with 22 CCR 64432, groundwater monitoring for an inorganic chemical performed no more than two years prior to the October 1, 2024 effective date may be used to satisfy the requirement for initiating monitoring within six months. Water systems interested in requesting substitution of initial monitoring data for hexavalent chromium should contact their local Division of Drinking Water District Office.

Rulemaking documents are available at:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/SWRCBDDW-21-003_hexavalent_chromium.html.

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July 31, 2024

To the Board of Directors, and
Ms. Judy Vazquez-Varela, General Manager
Pajaro/Sunny Mesa Community Services District
136 San Juan Road
Royal Oaks, California 95076

We are pleased to confirm our understanding of the services we are to provide Pajaro/Sunny Mesa Community Services District (District) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the District, which comprise the statement of net position as of June 30, 2024, and the related statements of revenues, expenses and changes in net position, and cash flows for the year ended, and the disclosures, which collectively comprise the basic financial statements of the District. We will also prepare the State Controller's "Annual Report of Financial Transactions of Special Districts" for the fiscal year ended June 30, 2024.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with generally accepted auditing standards in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Statement of Revenues and Expenses, Budget and Actual – Water Enterprise
2. Statement of Revenues and Expenses, Budget and Actual – Street Maintenance Enterprise
3. Statement of Revenues and Expenses, Budget and Actual – Lighting Enterprise
4. Statement of Revenues and Expenses, Budget and Actual – Parks Enterprise

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting standards generally accepted in the United States of America (GAAP); and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the District and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have not completed risk assessment procedures as of the date of this communication. However, we have identified the following significant risks of material misstatements as part of a prior-period audit: risk of management fraudulently misstating financial statements to be comparable to budgeted expectation, risk of management override of controls, risk of fraudulent financial reporting, risk of improper revenue recordings and risk of improper classification of liabilities. Planning has not concluded and modifications may be made to identify significant risk of material misstatements. If new significant risks are identified after the date of this communication, we will communicate them to you in a timely manner and in writing.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District's and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair

presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledger); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Bianchi, Kasavan & Pope, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestations engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will compile the office of the State Controller's "Annual Report of Financial Transactions of Special Districts" as of and for the year ended June 30, 2024, in conformity with the applicable reporting framework required by that office based on information provided by you.

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the

services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations.

If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

As an attest client, Bianchi, Kasavan & Pope, LLP, cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. The District is responsible for maintaining its own data and records.

ShareFile, a file sharing service website used to securely exchange documents, is used solely as a method of exchanging information and is not intended to store the District's information. Upon completion of the engagement, data and other content will either be removed from ShareFile or become unavailable to Bianchi, Kasavan & Pope, LLP, within 180 days.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bianchi, Kasavan & Pope, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the District's regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bianchi, Kasavan & Pope, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the District's regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in September 2024, and to issue our reports no later than December 2024. Jarrod V. Penner is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will range from \$34,500 to \$37,500 for the audit and \$3,900 for issuance of the State Controller's "Annual Report of Financial Transactions of Special Districts". The gross fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our invoices for these fees will be submitted monthly for work done during that period whether or not the specific project is complete. Invoices are due and payable upon receipt by you. Accounts over 30 days past due will be subject to an annual finance charge of ten percent (10%), or a monthly rate of .83%. There will be a minimum finance charge of \$1.00. In accordance with our firm policies, work may be suspended if your account becomes past due until full payment is made. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer or principal empowered to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a mediation service acceptable to both parties shall select a mediator to mediate the dispute. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

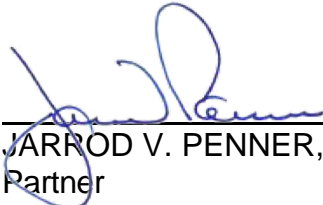
We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BIANCHI, KASAVAN & POPE, LLP



JARROD V. PENNER, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of **PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT.**

By: _____

Title: _____

Date: _____

COUNTY OF MONTEREY **NON-STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Pajaro Sunny Mesa Community Services District

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

California Assembly Bill 102 funding for the Pajaro Park will 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.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$1,200,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from September 1, 2024, to December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services / Payment Provisions

Exhibit B: 2024 CalOES Subrecipient Handbook

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- 5.04 County shall monitor CONTRACTOR under this Agreement in order to evaluate CONTRACTOR effectiveness, quality, and compliance with California Assembly Bill 102 (hereinafter, “AB102”), the CalOES 2023 Winter Storms Flood Relief Program, the 2024 CalOES Subrecipient Handbook (hereinafter, “SRH”), and all applicable federal, state, and local policies, laws, and regulations. This may include site visits, reviewing related records, and ad hoc reporting by CONTRACTOR. The determination of whether CONTRACTOR meets the performance standards outlined herein is at the sole judgment of the County.
- 5.05 County reserves the right to determine the appropriate remedies for failure to perform under this Agreement. These remedies may include, but not be limited to, requiring a corrective action plan from CONTRACTOR, disallowing costs, reimbursement to County of all funds disbursed to CONTRACTOR, and/or terminating the Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR

to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.04 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR 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 CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor 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 Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it 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 Contractor.

- 9.02 **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.
- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance if CONTRACTOR 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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 CONTRACTOR 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.

(Note: Professional liability insurance coverage is required if the contractor is providing

a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor 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 contractor.

9.04 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 CONTRACTOR 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 of Monterey, 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment

of any loss under such insurance. CONTRACTOR 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, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR 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. CONTRACTOR 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 and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least seven years after termination of this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the seven-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Centralized and Standardized:** CONTRACTOR shall create a centralized and standardized system to track all documentation related to this Agreement and the disbursement of funds.

- 10.5 **Documented Compliance:** CONTRACTOR must maintain appropriate records to document compliance with AB102, the CalOES 2023 Winter Storms Flood Relief Program, and the SRH. Records must cover the entire Agreement term and be retrievable.
- 10.6 **Documented Procurement History:** CONTRACTOR is required to maintain and retain records sufficient to detail the history of procurements under this funding, covering, at minimum, the rationale for the procurement method, contract type, contractor selection or rejection criteria, the basis for the contract price, solicitation documentation, responses to solicitations, pre-solicitation cost estimates, post solicitation cost/price analyses, contract documents, contract amendments, and documents demonstrating inclusion of required contract provisions as governed by AB102, the CalOES 2023 Winter Storms Flood Relief Program, and the SRH.
- 10.7 **Accounting Record:** CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of funds under this Agreement. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure the funds have not been unlawfully spent.
- 10.8 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of seven years after final payment under the Agreement. CONTRACTOR shall make records available to County, and any State or Federal agency associated with this Agreement upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to its books, databases, documents, papers, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to audit, examine, make requisite excerpts and transcriptions, and ascertain compliance with AB102, the CalOES 2023 Winter Storms Flood Relief Program, the SRH, and all applicable federal, state, and local policies, laws, and regulations.
- 10.9 **Protection of Records:** All records must be adequately protected from fire, theft, cyber-crime, or other damage or loss. When stored away from CONTRACTOR's principal office, an index of the record's location must be maintained and ready access to files must be ensured. CONTRACTOR is encouraged to keep electronic copies of all related files.
- 10.10 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.11 **Copyright:** CONTRACTOR may not copyright any intellectual property, including, but not limited to, publications, original computer programs/software, writings, sound recordings, pictorial reproductions, drawings, or other geographical representations and

works of any similar nature, and County forms developed, in whole or in part using funds under this Agreement without the transfer of ownership and written approval from County.

- 10.12 **Patent:** If any discovery, process, or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part with funds under this Agreement, CONTRACTOR must refer the discovery, process, or invention to County. Determination of rights to inventions, processes, or discoveries shall be made by County, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not a patent application should be filed, and to determine the disposition of all rights to such inventions, processes, or discoveries, including title to, and license rights, under any patent application, or patent which may be issued. In all cases, County shall acquire, at least, an irrevocable, nonexclusive, sublicensable, and royalty-free license to use and share use without limitation, for governmental purposes, any discovery, process, or invention made with funds under this Agreement.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations,

orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Laura Emmons, Emergency Services Manager	Judith Vazquez-Varela
Name and Title	Name and Title
1322 Natividad Rd. Salinas, CA 93906	136 San Juan Rd. Royal Oaks, CA 95076
Address	Address
831-521-0089	831-722-1389
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

By: _____
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)

Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A
SCOPE OF SERVICES / PAYMENT PROVISIONS

1. PURPOSE

- 1.1. 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 flood relief in the community of Pajaro.

Pajaro Park, maintained and operated by CONTRACTOR, is an integral component of the social fabric of the community of Pajaro. The Park has created a sense of pride and ownership within the community and provides coordinated organized activities such as youth soccer leagues and fitness classes in collaboration with the YMCA. The Park also functioned as a key resource during the March 2023 storm event and served as a primary location for providing recovery resources. This included a hygiene and sanitation hub, commodity distribution points, a FEMA Disaster Recovery Center, and community aid and resource distribution sites.

The County has allocated \$1,200,000 of AB102 funding to enhance and capitalize on the park’s ability to function as a community gathering space, ultimately strengthening Pajaro community connections. Funding for the Pajaro Park will 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 purpose of this Agreement is to formalize the requirements associated with AB102 funding and to ensure all governing guidance is clearly outlined for compliance purposes.

2. GOVERNING GUIDANCE/ FUND REQUIREMENTS

- 2.1. This funding is subject to all federal, state, and County requirements, guidelines, information bulletins, instructions, terms, and conditions. CONTRACTOR shall comply with all applicable statutes, regulations, executive orders, requirements, policies, provisions, guides, guidelines, information bulletins, memos, instructions, terms, and conditions related to this funding and outlined in AB102, the CalOES 2023 Winter Storms Flood Relief Program, and the 2024 CalOES Subrecipient Handbook (hereinafter, “SRH”) (**Exhibit B**).
- 2.2. All funding must be utilized for repair and/or betterment of Pajaro Park.
- 2.3. Funding shall not duplicate or replace benefits available or received through other existing assistance programs. Duplication of benefits is defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.).
- 2.4. The disbursement of funds will be performed in accordance with AB102, the CalOES 2023 Winter Storms Flood Relief Program, the SRH, and all applicable federal, state, and local policies, laws, and regulations.
- 2.5. Final disbursement of funding shall be completed by December 10, 2025.
- 2.6. Funding cannot be comingled with CONTRACTOR “General Funds” and cannot be shared with parent, sister, or otherwise partnered organizations. Funds shall be accounted for separately in CONTRACTOR’s books and records.

3. PAYMENT PROVISIONS

- 3.1. County shall award CONTRACTOR an Agreement not to exceed \$1,200,000 for the performance of all things necessary for or incidental to this Agreement.

- 3.2. Payment of \$1,200,000 shall be paid to CONTRACTOR upon execution of this Agreement.
- 3.3. Allowable costs include those related to the following:
 - 3.3.1. Replacement of the soccer field turf
 - 3.3.2. Playground refurbishment
 - 3.3.3. Replacement or addition of benches, tables, and/or park infrastructure and equipment
- 3.4. Return of Unused or Improperly Used Funds
 - 3.4.1. Upon the expiration or earlier termination of this Agreement, if there are any funds paid by County to CONTRACTOR that have not been used for the purposes outlined in this Agreement, such funds shall be returned to County.
 - 3.4.2. To the extent CONTRACTOR has used funding for purposes not specifically intended by this Agreement and not otherwise specifically approved by County in writing in advance of such use, CONTRACTOR shall refund such amounts to County.
 - 3.4.3. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors/subcontractors. CONTRACTOR shall be responsible for reimbursement of funds to County for any audit exceptions or disallowed costs.

4. PROJECT PROPOSAL

- 4.1. CONTRACTOR must develop a Project Proposal. CONTRACTOR shall host at least one (1) community meeting to gather input from Pajaro community members and establish community priorities related to the project. The community meeting and the priorities identified therein shall inform the development of the Project Proposal.
- 4.2. CONTRACTOR shall present to County for approval all projects for which CONTRACTOR is intending to use funding, including an itemized budget for each project, prior to the start of any work. This proposal shall identify the ways in which said projects align with the guidance of AB102 and the CalOES 2023 Winter Storms Flood Relief Program, as well as the ways in which said projects meet the requirements set forth in the SRH and applicable federal, state, and local policies, laws, and regulations. County may approve or reject said proposal at its discretion.
- 4.3. CONTRACTOR shall not deviate from the approved Project Proposal without prior written consent from County.

5. REPORTING

- 5.1. CONTRACTOR is responsible for providing County with quarterly reports. Quarterly reports shall be submitted to County on the following dates:

Report #1	December 15, 2024
Report #2	March 15, 2025
Report #3	June 15, 2025
Report #4	September 15, 2025
Report #5 (Final Report)	December 15, 2025

- 5.2. Quarterly reports shall include the following information, at minimum:
 - 5.2.1. List of projects with respective assigned budgets
 - 5.2.2. Brief description and intended outcome of each project
 - 5.2.3. Amount expended and amount remaining for each project

- 5.2.4. Project progress, including achieved outcomes
- 5.2.5. Number of individuals served by the project
- 5.2.6. Any project delays, including reason for delay and corrective action plan
- 5.2.7. Project modifications, where applicable
- 5.2.8. Itemized spending outlining vendor used, associated contract(s)/purchase order(s), and invoice(s)
- 5.3. CONTRACTOR shall provide Ad Hoc reports to County as needed. County shall provide notice of at least two weeks to CONTRACTOR if such reports are needed.
- 5.4. In addition to the above requirements, the Final Report shall include a project narrative summarizing the disbursement of funding, successful completion of projects, and community impact of project completion.
- 5.5. All written reports shall be submitted electronically to Laura Emmons, Emergency Services Manager at EmmonsL@countyofmonterey.gov.

6. AUDIT PROVISIONS

- 6.1. Audits may include, but not be limited to, review of all invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters under this Agreement.
- 6.2. CONTRACTOR is subject to audit by representatives of CalOES, the State of California, and the United States Government at any time. All agencies shall have the same rights conferred upon County herein.
- 6.3. Certified Public Accountant (CPA) Audit on Termination: At the request of County, CONTRACTOR shall give County an audit report covering the Agreement term, prepared by an independent CPA. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, the provisions of this Agreement, and all applicable federal, state, and County requirements. The audit must identify all funds issued under this Agreement as a note, or as a supplemental schedule of expenses within CONTRACTOR's audit.
- 6.4. CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred, and the payment/repayment of any expenditures disallowed by County, state, or federal government entities, including any assessed interest and penalties. Funds under this Agreement may not be used as payment for audit services.
- 6.5. If any audit shows that County has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse County for that amount with a cash payment made within thirty (30) days after County notifies CONTRACTOR of the overpayment.

7. CONTRACT AND PROCUREMENT REQUIREMENTS

- 7.1. CONTRACTOR shall ensure strict adherence to the requirements outlined in AB102, the CalOES 2023 Winter Storms Flood Relief Program, the SRH, and all applicable federal, state, and local policies, laws, and regulations. Deviation from these requirements shall result in disallowance of funds and full reimbursement of disallowed funds to the County.
- 7.2. CONTRACTOR must maintain written contract and procurement policies that:

- 7.2.1. Include standards of conduct covering conflicts of interest and governing of employees engaged in the selection, award, and administration of contracts including disciplinary actions for violations of the standards of conduct.
- 7.2.2. Include policies that are consistent with the requirements outlined in AB102, the CalOES 2023 Winter Storms Flood Relief Program, the SRH, and all applicable federal, state, and local policies, laws, regulations, standards, and requirements.
- 7.2.3. Include the requirement to maintain all documentation related to the procurement/purchase/contract.
- 7.2.4. Include procedures to comply with the enactment of Senate Bill 1120 (Chapter 1170, Statutes of 1990), the Drug-Free Workplace Act of 1990, Government Code Sections 8350-8351 and Government Code Sections 8355-8357, requiring a Drug-Free Workplace Certification.
- 7.2.5. Require verification of eligibility to participate in state and federal awards via SAM.gov before entering into contracts equal or greater than \$25,000. Contracted services and purchases of goods may not be split into multiple transactions in an attempt to avoid complying with federal or state requirements, or the guidelines set forth herein.
- 7.3. For any and all construction contracts, CONTRACTOR must include contract provisions consistent with the following:
 - 7.3.1. Compliance with the Copeland “Anti-Kickback” Act (for all contracts involving construction or repair)
 - 7.3.2. Compliance with the Davis-Bacon Act (for all contracts in excess of \$2,000)
 - 7.3.3. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (for all contracts involving employment of mechanics or laborers, in excess of \$100,000)

8. RESPONSIBLE ENTITY

- 8.1. CONTRACTOR is the responsible entity, without recourse to County, regarding the settlement and satisfaction of all contractual and administrative issues arising from contracts. This responsibility includes, but is not limited to, disputes, claims, and protests of contract awards. Matters concerning violation of laws must be referred to the local, state, or federal authority having jurisdiction.
- 8.2. CONTRACTOR is the responsible entity, without recourse to County, regarding adherence to and compliance with AB102, the CalOES 2023 Winter Storms Flood Relief Program, the SRH, and all applicable federal, state, and local policies, laws, and regulations.

9. ADDITIONAL CONTRACT PROVISIONS

- 9.1. Civil Rights Compliance –SRH Section 2.020
 - 9.1.1. CONTRACTOR and any of its contractors/subcontractors acknowledge awareness of, and the responsibility to comply with all state and federal civil rights laws. CONTRACTOR 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.
- 9.2. Equal Employment Opportunity – SRH Section 2.025
 - 9.2.1. CONTRACTOR and any of its contractors/subcontractors certify they 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.

9.3. Drug-Free Workplace Act of 1990 – SRH Section 2.030

9.3.1. CONTRACTOR and any of its contractors/subcontractors certify they will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

9.4. California Environmental Quality Act (CEQA) – SRH Section 2.035

9.4.1. CONTRACTOR and any of its contractors/subcontractors certify that, if the activities under this Agreement meet the definition of “project” pursuant to CEQA, Section 20165, they will comply with all requirements of CEQA and this section of the SRH.

9.5. Lobbying – SRH Sections 2.040 and 4.105

9.5.1. CONTRACTOR 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.

9.6. Clean Air Act

9.6.1. CONTRACTOR and any of its contractors/subcontractors shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

9.6.2. CONTRACTOR agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the California Governor’s Office of Emergency Services (CalOES), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

9.6.3. CONTRACTOR agrees to include these requirements in each contract/subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9.7. Federal Water Pollution Control Act

9.7.1. CONTRACTOR and any of its contractors/subcontractors shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

9.7.2. CONTRACTOR and any of its contractors/subcontractors shall agree to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor’s Office of Emergency Services (CalOES), the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

9.7.3. CONTRACTOR and any of its contractors/subcontractors shall agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9.8. Energy Policy and Conservation Act

9.8.1. CONTRACTOR and any of its contractors/subcontractors shall comply with the requirements of the Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

9.9. Environmental Protection Agency Regulations

9.9.1. CONTRACTOR and any of its contractors/subcontractors shall comply with any and all applicable Environmental Protection Agency regulations.

DISTRICT OPERATIONS REPORT

August 22, 2024

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 are working on 100% plans and design. Construction Agreement is still a few months from execution. A staging area agreement has been drafted by UC Davis and has been provided to North Monterey County School District for their review. It will be included in the next School District Board Meeting.	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 Agenda
Generator Project	Electrical work was completed at the Moss Landing Well Site. Langley/Valle Pacifico Well generator battery charger failed, Quinn will troubleshoot on Monday, January 22, 2024. Staff continues to work with Monterey Bay Air Resources District to finalize permit process for generators. Moss Landing Tank site and Marlin pump station scheduled generator inspections on July 23, 2024.	No Report
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. A funding agreement has been executed. March, April and May have been approved for reimbursement, payment pending. June has been submitted for reimbursement.	August 2024
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.	August 2024
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. Recovery assistance program has ended. Mo. Co. Applications for recovery assistance are still under review.	On Agenda

DISTRICT OPERATIONS REPORT
August 22, 2024

Current Water System Repairs	<p>Blackie Road #18 WS:</p> <ul style="list-style-type: none"> • Customer is requesting credit of improper meter size charge. <p>Langley/Valle Pacifico WS:</p> <ul style="list-style-type: none"> • Arsenic media replacement July 30, 2024. <p>Moss Landing Harbor WS:</p> <ul style="list-style-type: none"> • The tank site generator is leaking diesel fuel, Quinn is scheduled for repairs. <p>Normco WS:</p> <ul style="list-style-type: none"> • Well 1 vault, pressure reducing valve leak was repaired 8/16/24. • Active leak at Berta Cyn Ct, waiting for contractor to repair. <p>Pajaro WS:</p> <ul style="list-style-type: none"> • Generator failed to start, to be evaluated by Quinn. <p>Springfield Road WS:</p> <p>Sunny Mesa WS:</p> <ul style="list-style-type: none"> • Well 2 failed to start, replaced transmitter battery at tank site, communication was restored. • Power outage tripped booster pump station, reset breaker, booster pressure restored. • Tank site generator battery died; Quinn repaired battery charger. <p>Vega Road #01 WS:</p> <ul style="list-style-type: none"> • Vista Verde transmitter battery was replaced on 8/5/24. • Kari Lane booster pump failed, repaired and pressure was restored. • The altitude valve failed, it was cleaned and flushed. Back online working properly. <p>Vierra Estates WS:</p> <p>Parks:</p>	August 2024
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	Jul-21	Jul-22	Jul-23	Jul-24
Pajaro	7,659,520	8,528,696	6,170,252	8,648,376
Normco	3,102,704	3,336,080	3,043,612	3,417,612
Sunny Mesa	2,724,216	2,947,868	2,537,964	2,888,776
Moss Landing	2,644,180	3,187,976	2,588,080	3,885,112
Vega	1,496,000	1,690,480	1,392,776	1,576,784
Vierra Estates	393,448	445,808	374,000	412,148
Springfield (pumped)	593,164	513,128	575,212	550,528
Langley/Valle Pacifico	327,624	377,740	333,608	343,332
Blackie	265,540	308,176	280,500	385,220
District Total	19,206,396	21,335,952	17,296,004	22,107,888

Water Systems	Jul-23	Jul-24	Percentage	
Pajaro	6,170,252	8,648,376	↑	40.2%
Normco	3,043,612	3,417,612	↑	12.3%
Sunny Mesa	2,537,964	2,888,776	↑	13.8%
Moss Landing	2,588,080	3,885,112	↑	50.1%
Vega	1,392,776	1,576,784	↑	13.2%
Vierra Estates	374,000	412,148	↑	10.2%
Springfield (pumped)	575,212	550,528	↓	-4.3%
Langley/Valle Pacifico	333,608	343,332	↑	2.9%
Blackie	280,500	385,220	↑	37.3%
District Total	17,296,004	22,107,888	↑	27.8%