

AGENDA

MERCY SPRINGS WATER DISTRICT

SPECIAL BOARD OF DIRECTORS MEETING

March 23, 2023 – 9:30 a.m.

MEETING LOCATION

**Panoche Water District Boardroom
52027 West Althea Ave.
Firebaugh, CA 93622**

1. **CALL TO ORDER**
2. **REVIEW OF AGENDA:** The Board will consider corrections to the Agenda.
3. **ROLL CALL:** A quorum will be confirmed and the Board will consider appointment of an acting Officer(s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.
4. **POTENTIAL CONFLICTS OF INTEREST:** Any Board member who has a potential conflict of interest may now identify the Agenda Item and recuse themselves from discussing and voting on the matter. [Government Code Section 87105]
5. **PUBLIC COMMENT:** The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. The public will be given the opportunity to address the Board on any item in the Agenda at this time or before the Board's consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the President of the Board at this time. Please note, California Law prohibits the Board from acting on any matter during a regular meeting that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified under Government Code Section 54954.2. During a special meeting, the Board may not act on any matter that is not on the posted Agenda. The President may limit the total amount of time allocated for public comment on any particular issue to 3 minutes for each individual speaker.

6. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an Action Item at this meeting. The Board will review and consider (Tab 2):

- Approval of DRAFT minutes from the November 30, 2021, regular meeting of the Board;
- Accepting the Quarterly Investment Reports for the periods ending December 31, 2021, March 31, 2022, June 30, 2022, September 30, 2022, and December 31, 2022;
- Acceptance of the monthly financial statements for the period ending February 28, 2023.

ACTION ITEMS

7. The Board to review and consider appointment of District Officers (Tab 3);
8. The Board to review and consider engagement of legal counsel (Tab 4);
9. The Board to review and consider accepting the annual review recommendation of the District's Investment Policy (Tab 5);
10. The Board to review and consider approval on an updated Conflict of Interest Code (Tab 6);
11. The Board to review and consider ratifying execution of a First Amendment to San Luis & Delta-Mendota Water Authority Long Term North-to-South Water Transfer Program Activity Agreement (Tab 7);
12. The Board to review and consider adopting a biennial budget and service fees for the District's for the period March 1, 2022 through February 29, 2024 (Tab 8);
13. The Board to review and consider authorizing execution of a professional services agreement with Bryant L. Jolley Certified Accountants to perform the District's biennial financial statements audit for the period March 1, 2021 through February 28, 2023 (Tab 9);
14. The Board to review and consider adopting a Resolution revising person(s) authorizing to administer the District's WestAmerica Bank signature card (Tab 10);
15. The Board to review and consider adopting Resolution revising person(s) authorized to administer the District's Local Agency Investment Fund account (Tab 11);
16. The Board to review and consider approving payment of bills (Tab 12).

REPORT ITEMS

17. **TREASURER'S REPORT**
 - A. CVP Contract Assignees Financial Reconciliation;
 - B. Other financial matters affecting the District.
18. **DISTRICT CONSOLIDATION**
19. **CLOSED SESSION**
 - A. Conference with Legal Counsel – Existing Litigation
Closed session pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 – AquAlliance, et al. v. The U.S. Bureau of Reclamation, et al. (Case No. 1:20-cv-00878-DAD-EPG, filed May 11, 2020)
20. **FUTURE MEETING DATES**
 - A. Board to Consider Setting Special Meeting Date(s): *No staff request.*
 - B. Next Regular Meeting Date: 9:00 a.m. on May 30, 2023.

21. ADJOURNMENT

- ❖ Items on the Agenda may be taken in any order.
- ❖ Action may be taken on any item listed on the Agenda.
- ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

Americans with Disabilities Act of 1990: Under this Act, a qualifying person may request that the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for assistance shall be made in person, in written form, or via telephone by calling (209) 364-6136. Requests must be received at least 18 hours prior to a scheduled public meeting.

**MERCY SPRINGS WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
November 30, 2021**

A regular meeting of the Board of Directors was held on November 30, 2021, at 9:00 a.m. pursuant to California Assembly Bill 361 and in accordance with California Government Code §54953(e), in response to the COVID-19 pandemic, which allows local and state legislative bodies to hold meetings by web and teleconference, and to make meetings accessible to the public electronically. Those present at the meeting were:

Directors Present: Michael Linneman, President
Brad Gleason, Vice-President
Juan Cadena, Director
Richard Wathen, Director

Directors Absent: None

District Staff Present: Ara Azhderian, General Manager & Secretary
John Paul Otollo, Treasurer

Others Present: Gabriel Delgado, General Counsel
Ryan Jolley, Certified Public Accountant, Bryant L. Jolley Accountancy
Palmer McCoy, Grassland Basin Authority
Erick Johnson, The Water Agency

CALL TO ORDER

President Linneman called the meeting to order at 9:00 a.m.

DETERMINATION

General Manager Azhderian explained the purpose of the Determination was for the Board to consider a resolution proclaiming a local emergency and authorizing a teleconference meeting of the Board to avoid imminent risk to the health and safety of attendees due to COVID-19. After discussion, on a motion by Director Wathen, seconded by Director Gleason, the Board unanimously approved the resolution.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board of Directors and the presence of the District's Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest disclosed.

PUBLIC COMMENT

There was no public comment.

CONSENT CALENDAR

General Manager Azhderian presented the Board with the draft minutes from the June 30, 2021, special meeting of the Board and the monthly financial statements for the period ending October 31, 2021. After discussion, on a motion by Director Gleason, seconded by Director Wathen, the Board unanimously approved the Consent Calendar as presented.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

THE BOARD TO REVIEW AND CONSIDER ACCEPTING THE TREASURER’S QUARTERLY REPORTS FOR THE PERIODS ENDING JUNE 30, 2021, AND SEPTEMBER 30, 2021

Treasurer Otollo presented the Board with the Quarterly Reports. He explained the District’s idle funds were either invested in the California Local Agency Investment fund or in a Federal Deposit Insurance Corporation insured account at WestAmerica Bank. Otollo indicated the District portfolio was in compliance with its Statement of Investment Policy and that he expected the District would be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and land based costs reimbursements. After discussion, on a motion by Director Gleason, seconded by Director Wathen, the Board unanimously accepted the Treasurer’s Quarterly Reports.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

THE BOARD TO REVIEW AND CONSIDER ACCEPTING AS FINAL THE BRYANT L. JOLLEY DRAFT FINANCIAL AUDIT OF MERCY SPRINGS WATER DISTRICT FOR THE FISCAL-YEAR ENDING FEBRUARY 28, 2021, SUBJECT TO ANY FURTHER BOARD DIRECTION

General Manager Azhderian introduced Ryan Jolley to present the Board with the draft audit. Jolley explained they had audited the District’s financial statements and were presenting an “unqualified” opinion of the District’s financial position as of February 28, 2021. He reviewed the District’s Statement of Net Position, noting the significant change from the prior year was the result of the District pre-paying its Central Valley Project construction capital obligation. Jolley also reviewed the District’s Change in Net Position, Cash Flow, and other notes to the financial statement. In conclusion, he reported that the single finding from the previous year of a material weakness in internal controls had been resolved and that no other findings were present. Jolley then responded to questions from the Board. After discussion, on a motion by Director Gleason, seconded by Director Wathen, the Board unanimously accepted the 2021 fiscal-year financial audit as presented.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

THE BOARD TO CONSIDER DECLARING A VACANCY ON THE BOARD OF DIRECTORS, EFFECTIVE AT NOON, DECEMBER 3, 2021, AND AUTHORIZING THE GENERAL MANAGER TO PERFORM ANY AND ALL ACTIONS NECESSARY TO FILL THE VACANCY IN ACCORDANCE WITH GOVERNMENT CODE SECTION 1780

General Manager Azhderian reported that, following up on the June 30th Board meeting, District staff had sent Notices of General Election and had received no declarations of candidacy by the deadline. Staff then worked with Fresno County to request the Board of Supervisors consider reappointment of Director Gleason. Azhderian explained Director Gleason and District staff had provided the county the requested forms and documents timely but, more recently, the county indicated additional steps were necessary. As a result, the Board would need to declare a vacancy as Director Gleason's term expires on December 3rd, then post notices of vacancy and then set a special meeting to consider a resolution requesting the Supervisors reappoint Mr. Gleason. Azhderian apologized for the inconvenience of the additional steps but noted the outcome would be essentially the same. After discussion, on a motion by Director Wathen, seconded by Director Cadena, the Board unanimously declared the vacancy and authorized the General Manager to take the steps necessary to refill the Director's position on the Board.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A WATER TRANSFER AGREEMENT WITH MARICOPA ORCHARDS, LLC

General Manager Azhderian reported that there would be no action taken on this matter today. He said the item was presented as a follow-up to the Maricopa Orchards acquisition of the Whitehurst Family assignment of a portion of the District' Central Valley Project contract water allocation. However, after consultation with General Counsel Delgado, it was determined additional work would be necessary. Azhderian explained the District would be concurrently undertaking three efforts, generally, as part of the District's consolidation with Panoche Water District. He said one step would be the consolidation process itself, which would be largely driven by the Fresno County Local Agency Formation Commission. He said the second step would be to review and confirm the sources of the assigned CVP water to inform the District's and Reclamation processes to permanently assign the contract quantities to other entities. Lastly, Azhderian stated, was a financial analysis to ensure that the costs associated with the assignments and other District costs were reasonably allocated. After discussion, President Linneman tabled the matter for later consideration.

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING DISTRICT PARTICIPATION IN ASSOCIATIONS AND OTHER FORUMS SUPPORTING AGRICULTURAL WATER AND RELATED OUTREACH AND EDUCATION EFFORTS

General Manager Azhderian presented the Board with a table of potential recipients of District support. He explained the District regularly receives requests for support and that all of the entities listed are worthy of consideration; however, at a minimum, he was recommending support for the California

Farm Water Coalition, Central Valley Project Water Association, and Family Farm Alliance in consideration of the special work each does to support CVP water and agriculture. After discussion, on a motion by Director Wathen, seconded by Director Gleason, the Board unanimously accepted the General Manger’s recommendation as presented.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

THE BOARD TO REVIEW AND CONSIDER APPROVING PAYMENT OF BILLS

General Manager Azhderian presented the Board with the District’s accounts payable. After review, on a motion by Director Gleason, seconded by Director Cadena, the Board unanimously approved payment of the bills as presented.

The vote on the matter was as follows:

Ayes:	Linneman, Gleason, Cadena, Wathen
Nays:	None
Absent:	None
Abstain:	None

WIIN ACT CONTRACT CONVERSION UPDATE

General Counsel Delgado provided the Board an update on the WIIN Act Central Valley Project contract conversion process.

TREASURER’S REPORT

General Manager Azhderian presented the Board the Budget-to-Actual report for the eight-month period ending October 31. He noted the main areas of exceedance related to the higher than expected cost of supplemental water and water transfer expenses and explained that those costs follow the water.

CLOSED SESSION

There was no closed session.

FUTURE MEETING DATES

The Board set a special meeting for 9:00 a.m., January 25, 2022. The next regular meeting was scheduled for 9:00 a.m., February 22, 2022.

ADJOURNMENT

With no further business, President Linneman adjourned the meeting at 10:13 a.m.

Michael Linneman, President

Ara Azhderian, Secretary

2021 Quarterly Investment Report
 For Quarter Ending December 31, 2021

DATE: December 19, 2022

TO: Board of Directors

FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Mercy Springs Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Mercy Springs Water District:

	WESTAMERICA BANK	LAIF	TOTAL
INVESTMENT BALANCES December 31, 2021	\$ 9,948.89	\$ 102,405.87	\$ 112,354.76

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts at Westamerica Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and land based cost reimbursements.

MERCY SPRINGS WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 12/31/2021	
WESTAMERICA BANK CHECKING ACCOUNT	
Balance as per bank statement	\$25,721
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$15,772
Balance as reported in the general ledger account	\$9,949
LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNT	
LAIF Account balance as of 12/31/2021	\$102,406
TOTAL BANK AND LAIF ACCOUNT BALANCES	\$112,355

General Ledger Detail Report
Summary Report for Period From 01/01/2021 To 12/31/2021

MERCY SPRINGS WATER DISTRICT (MWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
102-000					
Westamerica Bank - Checking Account	357.56	490,370.97	480,064.52	10,306.45	9,948.89
106-000					
LAIF#90-10-027	92,214.55	140,191.32	130,000.00	10,191.32	102,405.87
Report Total:	91,856.99	630,562.29	610,064.52	20,497.77	112,354.76



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	MERCY SPRINGS WATER DISTRICT
Account Number	90-10-027

As of 01/14/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2021.

Earnings Ratio		.00000625812849570
Interest Rate		0.23%
Dollar Day Total	\$	8,876,010.34
Quarter End Principal Balance	\$	102,350.32
Quarterly Interest Earned	\$	55.55



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
10/29/21 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
169,930.42	NUMBER 2 AMOUNT 129,191.98	NUMBER 1 AMOUNT 16,933.96	.00	57,672.40

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

29 DAYS THIS CYCLE

----- DEPOSITS -----
 DATE DESCRIPTION AMOUNT

10/22 BRANCH DEPOSIT 16,933.96

----- WITHDRAWALS-FEES-CHARGES -----
 DATE DESCRIPTION AMOUNT

10/07 DEBIT MEMO 90,000.00

----- CHECKS -----
 ITEM DATE AMOUNT ITEM DATE AMOUNT

1457 10/08 39,191.98

PREVIOUS BALANCE
09/30 169,930.42

10/07 79,930.42

10/08 40,738.44

10/22 57,672.40

NEW BALANCE
10/29 57,672.40

FOR CONVENIENT ACCESS TO ADDITIONAL FUNDS WHEN NEEDED,
CONSIDER A PERSONAL CREDIT LINE OR A HOME EQUITY PERSONAL
CREDIT LINE. VISIT WWW.WESTAMERICA.COM FOR INFORMATION.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
11/30/21 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
57,672.40	NUMBER 3 AMOUNT 26,261.54	NUMBER 1 AMOUNT 690.69	.00	32,101.55

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

32 DAYS THIS CYCLE

---	DEPOSITS	---
DATE	DESCRIPTION	AMOUNT

11/15	BRANCH DEPOSIT	690.69
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---	CHECKS	---
ITEM	DATE	AMOUNT

1458	11/01	4,975.68	1460	11/16	8,395.29
1459	11/16	12,890.57			

PREVIOUS BALANCE	
10/29	57,672.40
11/01	52,696.72
11/15	53,387.41
11/16	32,101.55

NEW BALANCE	
11/30	32,101.55

STARCONNECT PLUS ONLINE BANKING OFFERS THE CONVENIENCE OF MOBILE BANKING! ENROLL IN ONLINE BANKING, DOWNLOAD THE APP AND MANAGE YOUR ACCOUNT FROM ANY MOBILE DEVINCE.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
12/31/21 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
32,101.55	NUMBER 8 AMOUNT 24,853.08	NUMBER 1 AMOUNT 18,472.28	.00	25,720.75

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

31 DAYS THIS CYCLE

DEPOSITS		CHECKS	
DATE	DESCRIPTION	AMOUNT	AMOUNT
12/16	BRANCH DEPOSIT	18,472.28	
1461	12/03	438.03	1465 12/17
1462	12/03	3,498.53	1467* 12/30
1463	12/08	108.05	1468 12/30
1464	12/08	5,473.66	1469 12/29
			1,681.00
			900.00
			556.50
			12,197.31

PREVIOUS BALANCE	11/30	32,101.55
12/03	28,164.99	
12/08	22,583.28	
12/16	41,055.56	
12/17	39,374.56	
12/29	27,177.25	
12/30	25,720.75	
NEW BALANCE	12/31	25,720.75

* INDICATES GAP IN CHECK SEQUENCE

USE YOUR WESTAMERICA ATM DEBIT CARD FOR ALL YOUR HOLIDAY PURCHASES. IT'S THE CONVENIENT WAY TO PAY! BEST WISHES FOR A JOYFUL HOLIDAY FROM WESTAMERICA BANK.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
NUMBER	AMOUNT	NUMBER	AMOUNT			
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.

2022 Quarterly Investment Report
 For Quarter Ending March 31, 2022

DATE: December 19, 2022

TO: Board of Directors

FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Mercy Springs Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Mercy Springs Water District:

	WESTAMERICA BANK	LAIF	TOTAL
INVESTMENT BALANCES March 31, 2022	\$ 6,782.69	\$ 52,472.21	\$ 59,254.90

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts at Westamerica Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and land based cost reimbursements.

MERCY SPRINGS WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 3/31/2022	
WESTAMERICA BANK CHECKING ACCOUNT	
Balance as per bank statement	\$20,669
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$13,887
Balance as reported in the general ledger account	\$6,783
LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNT	
LAIF Account balance as of 3/31/2022	\$52,472
TOTAL BANK AND LAIF ACCOUNT BALANCES	
	\$59,255

General Ledger Detail Report
 Summary Report for Period Ending 3/31/2022
 May 25, 2022 MWD Special Board Meeting Packet

MERCY SPRINGS WATER DISTRICT (MWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
102-000					
Westamerica Bank - Checking Account	4,807.60	20,000.00	18,024.91	1,975.09	6,782.69
106-000					
LAIF#90-10-027	72,405.87	66.34	20,000.00	19,933.66-	52,472.21
Report Total:	<u>77,213.47</u>	<u>20,066.34</u>	<u>38,024.91</u>	<u>17,958.57-</u>	<u>59,254.90</u>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	MERCY SPRINGS WATER DISTRICT
Account Number	90-10-027

As of 04/15/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2022.

Earnings Ratio		.00000875657176851
Interest Rate		0.32%
Dollar Day Total	\$	7,575,806.15
Quarter End Principal Balance	\$	52,405.87
Quarterly Interest Earned	\$	66.34



Account Statement

If you have any questions
about your account please call
800-848-1088
CUSTOMER SERVICE
ACCOUNT NUMBER
160-2
STATEMENT DATE CYCLE
01/31/22 31
ITEMS ENCLOSED PAGE
0 1
YEAR-TO-DATE INTEREST

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS NUMBER	AMOUNT	DEPOSITS AND CREDITS NUMBER	AMOUNT	INTEREST MINUS CHARGES	NEW BALANCE
25,720.75	2	15,771.86	0	.00	.00	9,948.89

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

31 DAYS THIS CYCLE

CHECKS					
ITEM	DATE	AMOUNT	ITEM	DATE	AMOUNT
1466	01/07	750.00	1470*	01/19	15,021.86

PREVIOUS BALANCE	12/31	25,720.75
	01/07	24,970.75
	01/19	9,948.89
NEW BALANCE	01/31	9,948.89

* INDICATES GAP IN CHECK SEQUENCE

ASK ABOUT WESTAMERICA VISA CREDIT CARDS WITH BENEFITS
SUCH AS CASH BACK, REWARDS AND A GREAT INTRODUCTORY
OFFER! THE CREDITOR AND ISSUER IS ELAN FINANCIAL SERVICES.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR
MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS NUMBER	AMOUNT	PAYMENTS AND CREDITS NUMBER	AMOUNT	INTEREST CHARGED	FEES CHARGED	NEW BALANCE
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LINE OF CREDIT CREDIT AVAILABLE ANNUAL PERCENTAGE RATE DAILY PERIODIC RATE PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE PAYMENT DUE DATE YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.



Account Statement

MERCY SPRINGS WATER DISTRICT 169
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622

If you have any questions
 about your account please call
 800-848-1088
 CUSTOMER SERVICE
 ACCOUNT NUMBER
 xxxxxx160-2
 STATEMENT DATE CYCLE
 02/28/22 31
 ITEMS ENCLOSED PAGE
 0 1
 YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS NUMBER	AMOUNT	DEPOSITS AND CREDITS NUMBER	AMOUNT	INTEREST MINUS CHARGES	NEW BALANCE
9,948.89	4	31,591.34	1	30,000.00	.00	8,357.55

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

28 DAYS THIS CYCLE

DEPOSITS			CHECKS		
DATE	DESCRIPTION	AMOUNT	ITEM	DATE	AMOUNT
02/10	STATE OF CALIFOR - LAIF BY ORDER OF STATE OF CALIFORNIA - LAI	30,000.00			
			1471	02/14	2,098.92
			1472	02/15	27,479.51
			1473	02/16	1,456.91
			1474	02/17	556.00

DATE	BALANCE
01/31	9,948.89
02/10	39,948.89
02/14	37,849.97
02/15	10,370.46
02/16	8,913.55
02/17	8,357.55
NEW BALANCE	
02/28	8,357.55

PUT YOUR FUTURE IN FOCUS WITH A COMPLIMENTARY FINANCIAL REVIEW FROM SORRENTO PACIFIC FINANCIAL. SECURITIES ARE NOT INSURED, MAY LOSE VALUE AND HAVE NO BANK GUARANTEE.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS NUMBER	AMOUNT	PAYMENTS AND CREDITS NUMBER	AMOUNT	INTEREST CHARGED	FEEES CHARGED	NEW BALANCE
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LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD =	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID
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THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.



Account Statement

If you have any questions about your account please call

800-848-1088

CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
 52027 W ALTHEA AVE
 FIREBAUGH CA 93622

ACCOUNT NUMBER

XXXXX160-2

STATEMENT DATE CYCLE

03/31/22 31

ITEMS ENCLOSED PAGE

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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
	NUMBER	AMOUNT	NUMBER	AMOUNT
8,357.55	5	7,688.36	1	20,000.00
				.00
				20,669.19

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

31 DAYS THIS CYCLE

DEPOSITS			CHECKS		
DATE	DESCRIPTION	AMOUNT	ITEM	DATE	AMOUNT
03/25	STATE OF CALIFOR - LAIF BY ORDER OF STATE OF CALIFORNIA - LAI	20,000.00			
			1475	03/03	2,929.76
			1476	03/04	51.56
			1477	03/07	568.63
			1478	03/16	2,909.49
			1479	03/29	1,228.92

DATE	BALANCE
02/28	8,357.55
03/03	5,427.79
03/04	5,376.23
03/07	4,807.60
03/16	1,898.11
03/25	21,898.11
03/29	20,669.19
	NEW BALANCE
03/31	20,669.19

TAKE ADVANTAGE OF MOBILE CHECK DEPOSIT WHICH IS AVAILABLE ON THE STARCONNECT PLUS MOBILE BANKING APP. DOWNLOAD THE APP TO YOUR MOBILE DEVICE TODAY!

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEE CHARGED	NEW BALANCE
	NUMBER	AMOUNT	NUMBER	AMOUNT	

LINE OF CREDIT CREDIT AVAILABLE ANNUAL PERCENTAGE RATE DAILY PERIODIC RATE PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE DATE YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.

2022 Quarterly Investment Report
 For Quarter Ending June 30, 2022

DATE: December 19, 2022

TO: Board of Directors

FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Mercy Springs Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Mercy Springs Water District:

	WESTAMERICA BANK	LAIF	TOTAL
INVESTMENT BALANCES June 30, 2022	\$ 27,850.75	\$ 52,570.44	\$ 80,421.19

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts at Westamerica Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and land based cost reimbursements.

MERCY SPRINGS WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 6/30/2022	
WESTAMERICA BANK CHECKING ACCOUNT	
Balance as per bank statement	\$27,851
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	-
Balance as reported in the general ledger account	\$27,851
LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNT	
LAIF Account balance as of 6/30/2022	\$52,570
TOTAL BANK AND LAIF ACCOUNT BALANCES	\$80,421

General Ledger Detail Report

Summary Report for Period 01 Thru 04 Ending 6/30/2022

MERCY SPRINGS WATER DISTRICT (MWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
102-000					
Westamerica Bank - Checking Account	4,807.60	59,405.50	36,362.35	23,043.15	27,850.75
106-000					
LAIF#90-10-027	72,405.87	164.57	20,000.00	19,835.43	52,570.44
Report Total:	<u>77,213.47</u>	<u>59,570.07</u>	<u>56,362.35</u>	<u>3,207.72</u>	<u>80,421.19</u>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	MERCY SPRINGS WATER DISTRICT
Account Number	90-10-027

As of 07/15/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2022.

Earnings Ratio		.00002057622201151
Interest Rate		0.75%
Dollar Day Total	\$	4,774,042.35
Quarter End Principal Balance	\$	52,472.21
Quarterly Interest Earned	\$	98.23



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
04/29/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
20,669.19	NUMBER 3 AMOUNT 14,058.76	NUMBER 1 AMOUNT 39,405.50	.00	46,015.93

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

29 DAYS THIS CYCLE

----- DEPOSITS -----		-----	
DATE	DESCRIPTION	AMOUNT	
04/12	BRANCH DEPOSIT	39,405.50	
----- CHECKS -----		-----	
ITEM	DATE	AMOUNT	ITEM DATE AMOUNT
1480	04/06	3,700.00	1482 04/27 172.26
1481	04/01	10,186.50	

PREVIOUS BALANCE	03/31	20,669.19
	04/01	10,482.69
	04/06	6,782.69
	04/12	46,188.19
	04/27	46,015.93
NEW BALANCE	04/29	46,015.93

PUT YOUR FUTURE IN FOCUS WITH A COMPLIMENTARY FINANCIAL REVIEW FROM SORRENTO PACIFIC FINANCIAL. SECURITIES ARE NOT INSURED, MAY LOSE VALUE AND HAVE NO BANK GUARANTEE.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE
	NUMBER AMOUNT	NUMBER AMOUNT			
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
05/31/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
46,015.93	NUMBER 5 AMOUNT 16,809.41	NUMBER 0 AMOUNT .00	.00	29,206.52

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

32 DAYS THIS CYCLE

CHECKS					
ITEM	DATE	AMOUNT	ITEM	DATE	AMOUNT
1483	05/05	11,649.68	1486	05/27	318.12
1484	05/04	2,540.65	1487	05/27	680.84
1485	05/26	1,620.12			

PREVIOUS BALANCE	
04/29	46,015.93
05/04	43,475.28
05/05	31,825.60
05/26	30,205.48
05/27	29,206.52

IMPORTANT NOTICE ABOUT THE OFFICE DEPOT DISCOUNT PROGRAM:
THE IN-STORE PURCHASE DISCOUNT PROGRAM
WILL BE DISCONTINUED EFFECTIVE 6/25/22.

NEW BALANCE	
05/31	29,206.52

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
06/30/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
29,206.52	NUMBER 2 AMOUNT 1,355.77	NUMBER 0 AMOUNT .00	.00	27,850.75

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

30 DAYS THIS CYCLE

- - - - - CHECKS - - - - -			- - - - -		
ITEM	DATE	AMOUNT	ITEM	DATE	AMOUNT
1488	06/27	1,326.27	1489	06/29	29.50

PREVIOUS BALANCE	
05/31	29,206.52
06/27	27,880.25
06/29	27,850.75

IMPORTANT NOTICE ABOUT THE OFFICE DEPOT DISCOUNT PROGRAM:
THE IN-STORE PURCHASE DISCOUNT PROGRAM
WILL BE DISCONTINUED EFFECTIVE 6/25/22.

NEW BALANCE	
06/30	27,850.75

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**

2022 Quarterly Investment Report
 For Quarter Ending September 30, 2022

DATE: December 19, 2022

TO: Board of Directors

FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Mercy Springs Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Mercy Springs Water District:

	WESTAMERICA BANK	LAIF	TOTAL
INVESTMENT BALANCES September 30, 2022	\$ 7,138.20	\$ 17,728.05	\$ 24,866.25

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts at Westamerica Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District.
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and land based cost reimbursements.

MERCY SPRINGS WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 9/30/2022	
WESTAMERICA BANK CHECKING ACCOUNT	
Balance as per bank statement	\$7,138
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	-
Balance as reported in the general ledger account	\$7,138
LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNT	
LAIF Account balance as of 9/30/2022	\$17,728
TOTAL BANK AND LAIF ACCOUNT BALANCES	\$24,866

General Ledger Detail Report
Summary Report for Period 01 thru 01 Ending 9/30/2022

Mar 23 2023 - MSW/D Special Board Meeting Packet

MERCY SPRINGS WATER DISTRICT (MWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
102-000					
Westamerica Bank - Checking Account	4,807.60	94,509.24	92,178.64	2,330.60	7,138.20
106-000					
LAIF#90-10-027	72,405.87	322.18	55,000.00	54,677.82-	17,728.05
Report Total:	<u>77,213.47</u>	<u>94,831.42</u>	<u>147,178.64</u>	<u>52,347.22-</u>	<u>24,866.25</u>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	MERCY SPRINGS WATER DISTRICT
Account Number	90-10-027

As of 10/14/2022, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2022.

Earnings Ratio		.00003699565555327
Interest Rate		1.35%
Dollar Day Total	\$	4,260,105.26
Quarter End Principal Balance	\$	17,570.44
Quarterly Interest Earned	\$	157.61



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
07/29/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
27,850.75	NUMBER 3 AMOUNT 24,651.74	NUMBER 1 AMOUNT 103.74	.00	3,302.75

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

29 DAYS THIS CYCLE

----- DEPOSITS -----
 DATE DESCRIPTION AMOUNT

07/13 BRANCH DEPOSIT 103.74

PREVIOUS BALANCE
06/30 27,850.75

----- WITHDRAWALS-FEES-CHARGES-----
 DATE DESCRIPTION AMOUNT

07/19 DELUXE BUS SYS. - BUS PRODS 69.62

07/13 27,954.49
07/14 3,372.37
07/19 3,302.75

----- CHECKS -----
 ITEM DATE AMOUNT ITEM DATE AMOUNT
 1490 07/14 923.62 1491 07/14 23,658.50

NEW BALANCE
07/29 3,302.75

WE HAVE UPDATED OUR DEPOSIT AGREEMENT AND DISCLOSURE.
GO TO WWW.WESTAMERICA.COM/ABOUT/RESOURCES, VISIT A BRANCH
OR CALL 1-800-848-1088 FOR A CURRENT VERSION.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
08/31/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
3,302.75	NUMBER 3 AMOUNT 2,494.95	NUMBER 1 AMOUNT 15,000.00	12.00-	15,795.80

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

33 DAYS THIS CYCLE

----- DEPOSITS -----
 DATE DESCRIPTION AMOUNT

08/29 STATE OF CALIFOR - LAIF 15,000.00
 BY ORDER OF STATE OF CALIFORNIA - LAI

PREVIOUS BALANCE
07/29 3,302.75

08/10 1,560.03
 08/11 807.80
 08/29 15,807.80
 08/31 15,795.80

----- WITHDRAWALS-FEES-CHARGES -----
 DATE DESCRIPTION AMOUNT

08/31 SERVICE CHARGE 12.00

NEW BALANCE
08/31 15,795.80

----- CHECKS -----
 ITEM DATE AMOUNT ITEM DATE AMOUNT
 1492 08/10 719.50 1494 08/11 752.23
 1493 08/10 1,023.22

WE HAVE UPDATED OUR DEPOSIT AGREEMENT AND DISCLOSURE.
GO TO WWW.WESTAMERICA.COM/ABOUT/RESOURCES, VISIT A BRANCH
OR CALL 1-800-848-1088 FOR A CURRENT VERSION.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE
	NUMBER AMOUNT	NUMBER AMOUNT			
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
09/30/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
15,795.80	NUMBER 4 AMOUNT 28,657.60	NUMBER 1 AMOUNT 20,000.00	.00	7,138.20

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

30 DAYS THIS CYCLE

----- DEPOSITS -----
 DATE DESCRIPTION AMOUNT

09/27 STATE OF CALIFOR - LAIF 20,000.00
 BY ORDER OF STATE OF CALIFORNIA - LAI

----- CHECKS -----
 ITEM DATE AMOUNT ITEM DATE AMOUNT

1495 09/02 10,191.12 1497 09/27 326.46
 1496 09/02 366.10 1498 09/30 17,773.92

PREVIOUS BALANCE
 08/31 15,795.80

09/02 5,238.58
 09/27 24,912.12
 09/30 7,138.20

NEW BALANCE
 09/30 7,138.20

OUR PRIVACY POLICY IS AVAILABLE FOR YOU TO REVIEW AT
WWW.WESTAMERICA.COM. TO RECEIVE A COPY BY MAIL,
YOU MAY CALL 1-800-848-1088.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**

2022 Quarterly Investment Report
 For Quarter Ending December 31, 2022

DATE: March 23, 2023
 TO: Board of Directors
 FROM: Marlene Brazil

In accordance with Government Code Section 53646 and the Mercy Springs Water District Investment Policy, the following shall constitute the quarterly report of investment on behalf of the Mercy Springs Water District:

	WESTAMERICA BANK	LAIF	TOTAL
INVESTMENT BALANCES 12/31/2022	\$ 5,913.31	\$ 7,812.64	\$ 13,725.95

1. As of the date of the report, the majority of District funds are invested in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code. Attached is the most recent statement(s) received by the District.
2. As of the date of the report, the remaining District funds are deposited in Federal Deposit Insurance Corporation (FDIC) insured accounts at Westamerica Bank. Therefore, as provided by Government Code Section 53646 (e), attached are the most recent statements received by the District
3. The portfolio of the District is in compliance with the District’s Statement of Investment Policy.
4. It is expected the District will be able to meet its expenditure requirements for the next six months based on projected revenue from water sales and land based cost reimbursements.

MERCY SPRINGS WATER DISTRICT QUARTERLY FINANCIAL STATUS	
CASH BOOK ACCOUNTS AS OF 12/31/2022	
WESTAMERICA BANK CHECKING ACCOUNT	
Balance as per bank statement	\$9,083
<u>Reconciling Items</u>	
Add: Outstanding deposits	-
Deduct: Outstanding checks	\$3,170
Balance as reported in the general ledger account	\$5,913
LOCAL AGENCY INVESTMENT FUND (LAIF) ACCOUNT	
LAIF Account balance as of 12/31/2022	\$7,813
TOTAL BANK AND LAIF ACCOUNT BALANCES	
	\$13,726

General Ledger Detail Report
 Mar 23, 2023 – MSWD Special Board Meeting Packet
Summary Report for Period 01 Thru 10 Ending 12/31/2022

MERCY SPRINGS WATER DISTRICT (MWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
102-000					
Westamerica Bank - Checking Account	4,807.60	104,509.24	103,403.53	1,105.71	5,913.31
106-000					
LAIF#90-10-027	72,405.87	406.77	65,000.00	64,593.23-	7,812.64
Report Total:	<u>77,213.47</u>	<u>104,916.01</u>	<u>168,403.53</u>	<u>63,487.52-</u>	<u>13,725.95</u>



MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND REMITTANCE ADVICE

Agency Name	MERCY SPRINGS WATER DISTRICT
Account Number	90-10-027

As of 01/13/2023, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2022.

Earnings Ratio		.00005680946709337
Interest Rate		2.07%
Dollar Day Total	\$	1,488,931.67
Quarter End Principal Balance	\$	7,728.05
Quarterly Interest Earned	\$	84.59



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
10/31/22 31

ITEMS ENCLOSED PAGE
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YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
7,138.20	NUMBER 2 AMOUNT 958.46	NUMBER 0 AMOUNT .00	.00	6,179.74

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

31 DAYS THIS CYCLE

CHECKS					
ITEM	DATE	AMOUNT	ITEM	DATE	AMOUNT
1499	10/27	495.48	1500	10/31	462.98

PREVIOUS BALANCE	
09/30	7,138.20
10/27	6,642.72
10/31	6,179.74

STARCONNECT PLUS ONLINE BANKING OFFERS THE CONVENIENCE OF MOBILE BANKING! MANAGE YOUR ACCOUNT FROM ANY MOBILE DEVICE. ENROLL IN ONLINE BANKING AND DOWNLOAD THE APP!

NEW BALANCE	
10/31	6,179.74

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
11/30/22 31

ITEMS ENCLOSED PAGE
0 1

YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
6,179.74	NUMBER 2 AMOUNT 1,298.01	NUMBER 0 AMOUNT .00	.00	4,881.73

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

30 DAYS THIS CYCLE

- - - - - CHECKS - - - - -			- - - - -		
ITEM	DATE	AMOUNT	ITEM	DATE	AMOUNT
1501	11/30	319.46	1502	11/29	978.55

PREVIOUS BALANCE	
10/31	6,179.74
11/29	5,201.19
11/30	4,881.73

STARCONNECT PLUS ONLINE BANKING OFFERS THE CONVENIENCE OF MOBILE BANKING! ENROLL IN ONLINE BANKING, DOWNLOAD THE APP AND MANAGE YOUR ACCOUNT FROM ANY MOBILE DEVICE.

NEW BALANCE	
11/30	4,881.73

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE	
	NUMBER AMOUNT	NUMBER AMOUNT				
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

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Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER

160-2

STATEMENT

DATE CYCLE

12/30/22 31

ITEMS ENCLOSED PAGE

0 1

YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS NUMBER	AMOUNT	DEPOSITS AND CREDITS NUMBER	AMOUNT	INTEREST MINUS CHARGES	NEW BALANCE
4,881.73	1	5,798.62	2	10,000.00	.00	9,083.11

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

30 DAYS THIS CYCLE

PREVIOUS BALANCE

----- DEPOSITS -----
 DATE DESCRIPTION AMOUNT

11/30 4,881.73

12/13 STATE OF CALIFOR - LAIF 5,000.00
 BY ORDER OF STATE OF CALIFORNIA - LAI
 12/23 STATE OF CALIFOR - LAIF 5,000.00
 BY ORDER OF STATE OF CALIFORNIA - LAI

12/13 9,881.73
 12/20 4,083.11
 12/23 9,083.11

NEW BALANCE

12/30 9,083.11

----- CHECKS -----
 ITEM DATE AMOUNT ITEM DATE AMOUNT

1503 12/20 5,798.62

EFFECTIVE FEBRUARY 1, 2023, WESTAMERICA BANK
WILL NO LONGER CHARGE A FEE FOR RETURNED DEPOSIT ITEMS.
THANK YOU FOR BANKING WITH WESTAMERICA.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. LATE PAYMENT WARNING: IF YOUR
MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS NUMBER	AMOUNT	PAYMENTS AND CREDITS NUMBER	AMOUNT	INTEREST CHARGED	FEES CHARGED	NEW BALANCE

LINE OF CREDIT CREDIT AVAILABLE ANNUAL PERCENTAGE RATE DAILY PERIODIC RATE
 PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE DATE YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.

MERCY SPRINGS WATER DISTRICT		
TREASURER'S MONTHLY FINANCIAL REPORT		
BALANCE SHEET-CURRENT ASSETS & LIABILITIES		
DATE AS OF	<u>February 28, 2023</u>	<u>January 31, 2023</u>
<u>CURRENT LIABILITIES</u>		
ACCOUNTS PAYABLE	624.17	1,679.16
PREPAID CUSTOMER ACCOUNTS	-	-
TOTAL CURRENT LIABILITIES	\$624	1,679
<u>CASH ACCOUNTS</u>		
O&M CHECKING	\$31,129	\$32,184
LAIF	\$7,813	\$7,813
TOTAL UNRESTRICTED CASH	\$38,942	\$39,996
<u>ACCOUNTS RECEIVABLES</u>		
WATER	-	-
PREPAID EXPENSES	-	-
TOTAL ACCOUNTS RECEIVABLES	\$0	\$0
TOTAL CURRENT UNAUDITED ASSETS	\$38,942	\$39,996
NET CURRENT UNAUDITED ASSETS (NET CASH POSITION)	\$38,318	\$38,317

General Ledger Detail Report
 Mar 23, 2023 – MSWD Special Board Meeting Packet
Summary Report for Period 01 Thru 12 Ending 2/28/2023

MERCY SPRINGS WATER DISTRICT (MWD)

Account Number/Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
102-000					
Westamerica Bank - Checking Account	4,807.60	146,756.43	120,435.17	26,321.26	31,128.86
106-000					
LAIF#90-10-027	72,405.87	406.77	65,000.00	64,593.23-	7,812.64
Report Total:	77,213.47	147,163.20	185,435.17	38,271.97-	38,941.50



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
01/31/23 31

ITEMS ENCLOSED PAGE
0 1

YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS	DEPOSITS AND CREDITS	INTEREST MINUS CHARGES	NEW BALANCE
9,083.11	NUMBER 5 AMOUNT 10,762.30	NUMBER 1 AMOUNT 42,247.19	.00	40,568.00

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

32 DAYS THIS CYCLE

----- DEPOSITS -----		-----	
DATE	DESCRIPTION	AMOUNT	
01/19	BRANCH DEPOSIT	42,247.19	
----- CHECKS -----		-----	
ITEM	DATE	AMOUNT	ITEM DATE AMOUNT
1504	01/09	1,681.00	1507 01/09 205.30
1505	01/12	383.50	1508 01/24 7,592.50
1506	01/13	900.00	

PREVIOUS BALANCE	
12/30	9,083.11
01/09	7,196.81
01/12	6,813.31
01/13	5,913.31
01/19	48,160.50
01/24	40,568.00
NEW BALANCE	
01/31	40,568.00

EFFECTIVE FEBRUARY 1, 2023, WESTAMERICA BANK
WILL NO LONGER CHARGE A FEE FOR RETURNED DEPOSIT ITEMS.
THANK YOU FOR BANKING WITH WESTAMERICA.

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS	PAYMENTS AND CREDITS	INTEREST CHARGED	FEES CHARGED	NEW BALANCE
	NUMBER AMOUNT	NUMBER AMOUNT			
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD = MINIMUM PAYMENT DUE	PAYMENT DUE DATE YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**



Account Statement

800-848-1088
CUSTOMER SERVICE

MERCY SPRINGS WATER DISTRICT 169
52027 W ALTHEA AVE
FIREBAUGH CA 93622

ACCOUNT NUMBER
160-2

STATEMENT DATE CYCLE
02/28/23 31

ITEMS ENCLOSED PAGE
0 1

YEAR-TO-DATE INTEREST

PREVIOUS BALANCE	CHECKS AND WITHDRAWALS NUMBER	AMOUNT	DEPOSITS AND CREDITS NUMBER	AMOUNT	INTEREST MINUS CHARGES	NEW BALANCE
40,568.00	6	8,384.15	0	.00	.00	32,183.85

ACCOUNT ACTIVITY

BALANCE SUMMARY

PUBLIC REGULAR CHECKING

DATE BALANCE

28 DAYS THIS CYCLE

CHECKS					
ITEM	DATE	AMOUNT	ITEM	DATE	AMOUNT
1509	02/02	283.31	1512	02/06	311.70
1510	02/07	3,756.94	1513	02/07	1.71
1511	02/03	3,817.71	1514	02/07	212.78

DATE	BALANCE
PREVIOUS BALANCE 01/31	40,568.00
02/02	40,284.69
02/03	36,466.98
02/06	36,155.28
02/07	32,183.85

PUT YOUR FUTURE IN FOCUS WITH A COMPLIMENTARY FINANCIAL REVIEW FROM SORRENTO PACIFIC FINANCIAL. SECURITIES ARE NOT INSURED, MAY LOSE VALUE AND HAVE NO BANK GUARANTEE.

DATE	BALANCE
NEW BALANCE 02/28	32,183.85

BACK

EXTRA CASH LINE OF CREDIT CUSTOMERS: YOUR ACCOUNT DETAILS ARE LISTED BELOW. **LATE PAYMENT WARNING:** IF YOUR MINIMUM PAYMENT IS NOT RECEIVED BY THE PAYMENT DUE DATE YOU MAY BE CHARGED A LATE FEE OF \$5.

PREVIOUS BALANCE	ADVANCES AND DEBITS NUMBER	AMOUNT	PAYMENTS AND CREDITS NUMBER	AMOUNT	INTEREST CHARGED	FEES CHARGED	NEW BALANCE
LINE OF CREDIT	CREDIT AVAILABLE	ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE	PAYMENT PAST DUE + PAYMENT THIS PERIOD =	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	YEAR-TO-DATE INTEREST PAID

THANK YOU FOR BANKING WITH US. **NOTICE: SEE 'BACK OF STATEMENT' TAB FOR IMPORTANT INFORMATION.**

MERCY SPRINGS WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



SPECIAL BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 7
SELECTION OF OFFICERS

DATE: MARCH 23, 2023

CC: LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

Recommendation: At the beginning of each new fiscal-year, the Board review and consider selection of District Officers to serve through the fiscal-year ending February 29, 2024.

<u>Current District Officers:</u>		<u>2023-24 District Officers:</u>
President:	Michael Linneman	_____
Vice-President:	Vacant	_____
Secretary:	Ara Azhderian	_____
Treasurer:	John Paul Otollo	Marlene Brazil

2023-24 Regular Board meeting dates:

May 30, 2023

August 29, 2023

November 28, 2023

February 27, 2024

BACK



LAW OFFICE OF
GABRIEL A. DELGADO

6569 N. Riverside Drive, Suite 102-332 | Fresno, California 93722
Phone: (559) 694-1581 | Email: gad@gdelgadolaw.com

March 20, 2023

Mercy Springs Water District
Attn: Ara Azhderian, General Manager
52027 W. Althea Ave.
Firebaugh, CA 93622

RE: ATTORNEY-CLIENT FEE AGREEMENT

Dear Mr. Azhderian:

Gabriel A. Delgado, Esq. (“Attorney”) and Mercy Springs Water District (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

It is essential to a successful attorney-client relationship that fee arrangements and other agreements are clearly understood at the very beginning of an engagement. Pursuant to the requirements of Business and Professions Code Section 6148, please review and sign this letter as confirmation of this understanding. This letter will be our agreement in connection with this engagement.

1. **Conditions.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect immediately.

2. **Scope of Services and Attorney’s Duties.** Client hires Attorney to provide general counsel services to the Mercy Springs Water District. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

3. **Client’s Duties.** Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which

may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents.

4. **Legal Fees and Billing Practices.** Client agrees to pay by the hour at Attorney's rates as set forth below for all time spent on Client's matter by Attorney and Attorney's legal personnel. My current hourly rate for public agency clients is \$275.00. My current hourly rate for paralegals and law clerks is \$180.00. We charge for our time in minimum units of one-tenth of an hour or six minutes. While we anticipate that rates will be reviewed and changed annually, the rates are subject to change on thirty (30) days written notice to Client. If Client declines to pay increased rates, Attorney will have the right to withdraw as attorney for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. The time charged will include, but is not limited to, the time Attorney spends on telephone calls, e-mails and other electronic communications relating to Client's matter, including calls and e-mails with Client and other parties and attorneys. Attorney will charge for waiting time and for travel time, both local and out of town. Payments shall be made payable to **Law Office of Gabriel A. Delgado.**

5. **Costs and Other Charges.** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include notary fees, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying at ten cents (\$0.10) per page; (3) facsimile charges at twenty-five cents (\$0.25) per page; (4) postage at costs; and (5) computerized legal research at cost.

6. **Billing.** Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable upon receipt. Client may request a bill at intervals of no less than thirty (30) days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents. A late payment charge of 1-1/2% per month from the billing date will be assessed on all amounts thirty (30) or more days past due. You have the right to arbitrate any fee disputes through the local Bar's Fees Arbitration Procedures (Business & Professions Code section 6200, et seq.).

7. **Client Approval Necessary for Settlement.** Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

8. **Discharge and Withdrawal.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rates for all services provided and to reimburse Attorney for all costs advanced.

9. **Conclusion of Services.** When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately. Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of six (6) years, after which Attorney is authorized by this agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than six (6) years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

10. **Disclaimer of Guarantee and Estimates.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

11. **Professional Liability Insurance Disclosure.** Pursuant to California Rule of Professional Conduct 1.4.2.(a), I am informing you in writing that I have professional liability insurance.

12. **Electronic Signature Same as Original.** This agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on the parties hereto as if the parties were all signatories to the same counterpart. In addition, any party may evidence execution of this agreement by electronic signature (as on pdf attached to an email) to the other party, and receipt of said facsimile or electronic signature shall be deemed receipt of

an original. Notwithstanding any provision of law to the contrary, including sections 255 and 260 of the California Evidence Code, a signature evidenced by electronic signature shall be considered an original executed counterpart agreement. Upon demand, the original signed document which was evidenced by said electronic signature shall be delivered to the receiving party.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. **Severability.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. **Modification.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

16. **Effective Date.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

If you agree to the terms of this letter, please sign and date this letter in blue ink. Return the original by mail to the address listed above. Please also email a pdf of the signed document.

I look forward to working with the Mercy Springs Water District as its legal counsel.

Regards,



Gabriel A. Delgado, Esq.

GAD

Enclosure: Copy of Engagement Letter

I have read, understand, and hereby agree to the terms and conditions of this letter agreement concerning engagement of professional services to be performed by Gabriel A. Delgado, Esq.

Date: _____, 2023

By: _____

Print Name

Title

If you prefer to receive monthly billing statements in electronic form rather than U.S. mail, please check the box and include an email address along with your signature.

BACK

Email address

Print Name

MERCY SPRINGS WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



SPECIAL BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 8
ANNUAL REVIEW OF INVESTMENT POLICY

DATE: MARCH 23, 2023

CC: MARLENE BRAZIL, ACCOUNTING SUPERVISOR

Recommendation: Accept the annual review recommendation to maintain, as is, the District's Statement of Investment Policy.

Background: On June 20, 2018, the Board adopted the following Statement of Investment Policy to align the District's financial management with that of the Panoche Water District, which administers the Mercy Springs Water District, to improve administrative efficiency and reduce cost. The Policy that was adopted is essentially the same as for the other districts administered by Panoche. The Policy requires review annually insofar as such a review is required by law. The Policy prioritizes safety, liquidity, and yield.

MERCY SPRINGS WATER DISTRICT

STATEMENT OF INVESTMENT POLICY

Purpose: This statement is to provide a guideline for the prudent investment of temporarily idle cash, trust funds and restricted monies in the District's possession and to outline a policy for maximizing the efficiency of its cash management system.

Objective: The cash management system of the Mercy Springs Water District will be maintained to accurately monitor and forecast expenditures and revenues, thus assuring the investment of monies to the fullest extent consistent with safety and liquidity. Funds will be invested in such a manner that will provide the highest interest yield within the confines of this policy and legal statutes consistent with safety and liquidity.

Policy: This policy applies only to idle funds in the District's possession or immediate control. "Idle funds" mean funds that are not required to meet the demands of cash flow for the succeeding month and all trust funds held by the District, including bond security funds, that are unnecessary to make debt service payments within the next six months. Investments will be made under the terms and conditions of Sections 53600 through 53683 and Sections 16429.1 through 16429.3 of the Government Code. The criteria for selecting investments and the absolute order of priority in making investments are:

1. Safety
2. Liquidity
3. Yield

Except for deferred compensation invested pursuant to Government Code Section 53609, the following instruments are authorized for investment of District funds:

1. To the extent permitted by law and as conditions dictate, in the State of California Local Agency Investment Fund (LAIF) in accordance with Section 16429.1 of the Government Code;
2. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest;
3. Bonds, notes, warrants, or other evidences of indebtedness of a state or local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency, or by a department, board, agency or authority of the local agency; or
4. To the extent otherwise permitted by law and as conditions dictate, in a bank or savings and loan association but only to the extent that the funds are insured by the Federal Deposit Insurance Corporation, (FDIC) or collateralized by the financial institution.

The Treasurer shall annually review the investment policy and provide the Board of Directors with any recommendations for any changes or updates, if warranted. The Treasurer shall render the report to the Board of Directors showing all investments as set forth in Section 53646(b) of the Government Code, on at least a quarterly basis. Such report, insofar as it is required by law, shall include:

1. For all securities, investments and moneys held by the District for each of the following: (a) the type of investment, (b) issuer, (c) date of maturity par and (d) dollar amount invested.
2. A description of any of the District's funds, investments or programs that are under the management of contracted parties, including lending programs.
3. A statement of the extent to which the District's investments are or may be out of compliance with this policy.
4. The report shall include a statement denoting the ability of the District to meet its cash demands for the next six months or shall provide an explanation as to why sufficient cash shall, or may, not be available.

To the extent all of the District's surplus or idle funds are invested in LAIF, or a bank or savings and loan association account insured by FDIC, or some combination thereof, the report may consist of the last statement from the institutions holding the funds plus each of the items set forth in paragraphs 2, 3 and 4 above.

This investment policy shall remain in effect until rescinded or modified by the Board of Directors, but shall be reviewed annually insofar as such a review is required by law.

BACK

CONFLICT OF INTEREST CODE FOR THE MERCY SPRINGS WATER DISTRICT

(AMENDED ~~2018~~2023)

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Mercy Springs Water District; (District).

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Upon receipt of the statements for the Members of the Board, General Manager, and the ~~Accounting Supervisor~~Treasurer, the District shall make and retain copies and forward the originals to the Fresno County Board of Supervisors using their electronic filing system. All other statements will be retained by the District.~~The Form 700s for designated positions, other than the members of the Mercy Springs Water District Board of Directors and the~~

~~General Manager and Director of Finance & Administration/Controller, shall be filed with the District. The Board of Directors, General Manager and Director of Finance & Administration/Controller are to file their original Form 700s directly with the Clerk of the Board for the Fresno County Board of Supervisors using the electronic filing system. If the Form 700s are not filed electronically, the paper Form 700 and waiver shall be filed with the Mercy Springs Water District, and upon receipt of these paper Form 700s with waivers, the District shall make and retain a copy and forward the original to the Clerk of the Board of Supervisors. The District shall retain a copy of all electronically filed Form 700s, a copy of all paper Form 700s with waivers and the original Form 700s of designated positions and shall make the Form 700s available for public review, inspection and reproduction. (Government Code Section 81008).~~

The ~~P~~provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the District are hereby superseded.

scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code (Government Code Section 81008).

APPENDIX B DISCLOSURE CATEGORIES

Disclosure Category 1 – Full Disclosure

Investments and business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments). Real property located within the jurisdiction as well as real property within two miles of the real property used or the potential site.

Disclosure Category 2 – Procurement Decisions – Agency-Wide Authority

Investments, business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) from sources that provide leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the District.

Disclosure Category 3 – Procurement Decisions – Limited Authority:

Investments, business positions in business entities and sources of income (including receipt of gifts, loans and travel payments) from sources that provide leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the Department.

Disclosure Category 4 – Information Technology

Investments, business positions in business entities, and sources of income (including receipt of gifts, loans, and travel payments), from sources that provide information technology and telecommunications goods, products or services, including but not limited to computer hardware or software companies, computer consultant services, training, data processing firms, and media services.

Disclosure Category 5 – Grant Funding

Investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) from sources of the type to receive grants or similar funding from or through the District.

Disclosure Category 6 - Claims

_____ Investments, business positions in business entities, and sources of income (including receipt of gifts, loans and travel payments) from sources that, during the reporting period filed a claim or have a claim before the District.

~~2~~

BACK

MERCY SPRINGS WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



SPECIAL BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 11
FIRST AMENDMENT TO SLDMWA NOD TRANSFER AA

DATE: MARCH 23, 2023

CC: JUAN CADENA, WATER RESOURCES MANAGER

Recommendation: Ratify the General Manager's execution of the First Amendment to the San Luis & Delta-Mendota Water Authority Long-Term North-to-South Water Transfer Program Activity Agreement.

Background: The Mercy Springs Water District has two sources of surface water, its Central Valley Project supply, which has been reassigned to certain entities, and supplemental supplies that are acquired by the Panoche Water District. Some of the District's supplemental supplies are acquired as a participant in certain SLDMWA Activity Agreements. One of the Activity Agreements, executed in 2012, provides for the transfer of water from northern California to the Westside. The North-to-South Activity Agreement is being amended to reflect changes in participation since 2012 and provide for a true-up of SLDMWA administrative costs, including legal and permitting costs, based up the actual delivery of water rather than contract quantity. The Amendment also extends the term of the Activity Agreement by one year, through December 2024, to coincide with the Program's current permitted timeframe. The SLDMWA approved execution of the Amendment in August 2022 and subsequently other Program participants followed suit. On November 9, 2022, following approval of the Amendment by Panoche, after consultation with the Mercy Springs Board President, and absent a scheduled meeting of the Mercy Springs Board, the General Manager executed the Amendment on behalf of both Panoche and Mercy Springs to avoid further delay in the Amendment's implementation.

**FIRST AMENDMENT TO
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
LONG TERM NORTH TO SOUTH WATER TRANSFER PROGRAM
ACTIVITY AGREEMENT**

1. RECITALS

A. The San Luis & Delta-Mendota Water Authority (“**Water Authority**”) and Byron-Bethany Irrigation District; Del Puerto Water District; Eagle Field Water District; Mercy Springs Water District; Pacheco Water District; Panoche Water District; San Benito County Water District; San Luis Water District; Santa Clara Valley Water District; and Westlands Water District have executed that certain Long Term North to South Water Transfer Program Activity Agreement (the “**Activity Agreement Members**” and “**Activity Agreement**”), made effective as of October 30, 2012.

B. On March 18, 2019, the Water Authority executed an Agreement re Cooperation and Cost Sharing for the Revised Long-Term Water Transfers Environmental Impact Statement/ Environmental Impact Report (“**Cost Sharing Agreement**”) with non-Water Authority members Contra Costa Water District (“**CCWD**”) and East Bay Municipal Utility District (“**EBMUD**”), in which CCWD and EBMUD agreed to “each reimburse 1/12th of the Water Authority’s actual reasonable attorney’s fees and out-of-pocket expenses incurred by the Water Authority for defending the NEPA/CEQA document, and any monetary award associated therewith.”

C. Subsequent to execution of the Activity Agreement, Byron-Bethany Irrigation District and Del Puerto Water District withdrew from participation, effective February 10, 2020, with Valley Water and Westlands Water District assuming their allocated shares for transfers.

D. The remaining eight Activity Agreement Members now desire to revise certain provisions governing payment for the following category of Activity Agreement Expenses: Costs and fees incurred by the Water Authority to prepare, approve and certify the Long-Term Water Transfers EIS/EIR; all attorneys’ fees, court filing fees and litigation expenses incurred by the Water Authority for purposes of defending the Long-Term Water Transfers EIS/EIR; Water Authority obligations for attorneys’ fees and or court costs awarded to parties challenging the Long-

Term Water Transfers EIS/EIR; and any other Water Authority costs associated with the Long-Term Water Transfer EIS/EIR. (Activity Agreement, § 1.B.1.)

E. The Activity Agreement Members desire to clarify the current allocation of Long-Term Water Transfers EIS/EIR-related costs, and also to modify the allocation of such costs following the resolution of any EIS/EIR-related litigation, based on the percentage of the total quantity of water delivered to each beneficiary in reliance on the EIS/EIR out of the total quantity of water delivered under the EIS/EIR.

F. The Activity Agreement Members desire through this First Amendment to amend the Activity Agreement by incorporating the agreed-upon procedures listed below to accomplish the purposes set forth above.

G. In addition, the Activity Agreement Members desire through this First Amendment to extend the term of the Activity Agreement by one year, to December 31, 2024, to have the term of the Activity Agreement be consistent with the term of the Long-Term Water Transfers EIS/EIR.

H. The Activity Agreement authorizes amendments in Section 13, Amendments, which provides: “This Agreement may be amended in writing by the parties hereto.”

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, the Activity Agreement Members and the Water Authority agree as follows:

2. AMENDMENT TO REVISE PROVISIONS GOVERNING PAYMENT FOR ACTIVITY AGREEMENT EXPENSES AND FOR MULTI-YEAR AND ONE-YEAR ANNUAL TRANSFER COSTS

2.1. Current Section 7.A.2 shall be replaced with the following, new section:

“2. Beginning March 1, 2022, the Water Authority will bill each Activity Agreement Member for Activity Agreement Expenses relating to the Long-Term Water Transfers EIS/EIR, including related consultant and legal expenses, e.g. attorney’s fees, court filing fees, and out-of-pocket expenses (“Litigation Costs”), as incurred, in accordance with the allocation ratios identified in Exhibit “A,” as last amended on or about February 10, 2020. Before such Activity Agreement Expenses are allocated and billed to Activity Agreement Members, 2/12ths of the Water

Authority's actual Litigation Costs incurred by the Water Authority for defending the Long-Term Water Transfers EIS/EIR will be deducted from the total cost, as 2/12ths of the total litigation expenses will be reimbursed by non-Activity Agreement Members Contra Costa Water District and East Bay Municipal Utility District pursuant to separate agreement."

2.2. Current Sections 7.A.2. through 7.A.4. shall be re-numbered as new Sections 7.A.3. through 7.A.5.

2.3. Section 7.C. shall be revised to read as follows:

C. "Within sixty (60) days following the end of each Fiscal Year during the term of this Agreement, the Water Authority will calculate adjustments to Annual Costs to take into account differences between amounts collected from each Activity Agreement Member and actual expenditures made pursuant to the Agreement, including Activity Agreement Expenses and Multi-Year or One-Year Transfer Annual Costs, on behalf of Activity Agreement Member Transfer Participants. Immediately following such calculation of adjustments, the Water Authority will provide notice of credits or bills for additional charges to the Activity Agreement Member Transfer Participants. Each Activity Agreement Member may elect to obtain refunds or to apply any credit balance and shall remit payment of bills for additional amounts within thirty (30) days.

1. Beginning March 1, 2022, Litigation Costs will be billed to the Activity Agreement Members consistent with the Allocation Ratio identified in Exhibit A to the Activity Agreement in all years in which litigation is pending.

a. Within sixty (60) days following the Effective Date of this Amendment, each Activity Agreement Member will report to the Water Authority and all other Activity Agreement Members the total quantity of water delivered to that member pursuant to the Long-Term Water Transfers EIS/EIR, including water transfers made outside of the Water Authority's transfer activities, since October 30, 2012.

b. Within sixty (60) days following the end of each Fiscal Year during the term of this Agreement, each Activity Agreement Member will report to the Water Authority and all other Activity Agreement Members the total quantity of water delivered to that Activity Agreement Member in the prior Fiscal Year pursuant to the Long-Term Water Transfers EIS/EIR, including water transfers made outside of the Water Authority's transfer activities.

c. Within sixty (60) days following the final resolution of any litigation relating to the Long-Term Water Transfers EIS/EIR, the Water Authority will calculate the total amount of Litigation Costs. The amount of Litigation Costs allocated to each Activity Agreement Member shall be based on the total quantity of water delivered to each Activity Agreement Member pursuant to the Long-Term Water Transfers EIS/EIR. The Water Authority shall provide its accounting of all such water deliveries to each Activity Agreement Member. The Water Authority shall then make adjustments to each Activity Agreement Member’s share of such Litigation Costs. Immediately following such calculation of adjustments, the Water Authority will provide notice of credits or bills for additional charges to the Activity Agreement Members. Each Activity Agreement Member may elect to obtain refunds or to apply any credit balance and shall remit payment of bills for additional amounts within thirty (30) days.”

3. AMENDMENT TO EXTEND TERM

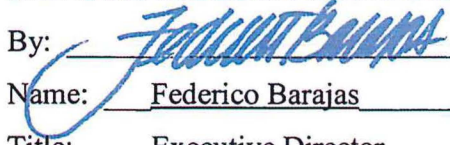
3.1 Section 10 shall be revised to read as follows: “This Agreement shall take effect on the date it is executed by the Water Authority and be retroactive for costs incurred in pursuit of the Long-Term Water Transfers EIS-EIR or the development of this Agreement and shall remain in full force and effect through December 31, 2024, or until all obligations arising under each of the water transfer agreements have been satisfied, whichever comes later.”

4. EFFECT AND EFFECTIVE DATE OF FIRST AMENDMENT

4.1. All other terms of the Activity Agreement not modified by this First Amendment remain in full force and effect.

4.2. Effective Date. This First Amendment shall become effective upon its execution by an authorized representative of the Water Authority and authorized representatives of all Activity Agreement Members.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: 
 Name: Federico Barajas
 Title: Executive Director
 Date: 8/5/2022

ACTIVITY AGREEMENT MEMBERS

EAGLE FIELD WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MERCY SPRINGS WATER DISTRICT

By:  _____

Name: Ara Azhderian

Title: General Manager

Date: November 9, 2022

PACHECO WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PANOCHÉ WATER DISTRICT

By:  _____

Name: Ara Azhderian

Title: General Manager

Date: November 9, 2022

BACK

SAN BENITO COUNTY WATER DISTRICT

By:  _____

Name: JEFF CATTANEO

Title: GENERAL MANAGER

Date: 8/18/22

SAN LUIS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

WESTLANDS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

EAGLE FIELD WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MERCY SPRINGS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PACHECO WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PANOCHE WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SAN BENITO COUNTY WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SAN LUIS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SANTA CLARA VALLEY WATER DISTRICT WESTLANDS WATER DISTRICT

By: *Rick Callender*
494EFB72AD8C4F9...

Name: Rick L. Callender, Esq.

Title: Chief Executive Officer

Date: 8/19/2022

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

EAGLE FIELD WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MERCY SPRINGS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PACHECO WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

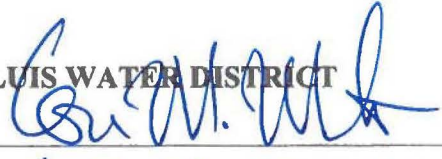
PANOCHÉ WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BENITO COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN LUIS WATER DISTRICT

By: 
Name: LON M. MARTIN
Title: GENERAL MANAGER
Date: SEPTEMBER 9, 2022

SANTA CLARA VALLEY WATER DISTRICT WESTLANDS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ACTIVITY AGREEMENT MEMBERS

EAGLE FIELD WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MERCY SPRINGS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PACHECO WATER DISTRICT

By: _____

Name: DAVID L. PARRERA

Title: President

Date: 9/27/22

PANOCHE WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SAN BENITO COUNTY WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SAN LUIS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SANTA CLARA VALLEY WATER DISTRICT WESTLANDS WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

EAGLE FIELD WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MERCY SPRINGS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PACHECO WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PANOCHÉ WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BENITO COUNTY WATER DISTRICT


By: _____
Name: _____
Title: _____
Date: _____

SAN LUIS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT WESTLANDS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Jose Gutierrez
Title: Chief Operating Officer
Date: September 27, 2022

ACTIVITY AGREEMENT MEMBERS

EAGLE FIELD WATER DISTRICT

By: *[Signature]*
Name: Muyn Bennett
Title: President
Date: 09-27-22

MERCY SPRINGS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PACHECO WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PANOCHE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BENITO COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN LUIS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT WESTLANDS WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

MERCY SPRINGS WATER DISTRICT

WATER BASED BUDGET

Proposed Biennial Budget for FY's 2023 & 2024

	FY 2023 & 2024 Proposed Budget	FY 2022-23 Actual Expenses	FY 2021-22 Approved Budget				
REVENUES							
Central Valley Project Contract Water	\$ 128,910		\$ -				
Supplemental Water	\$ 62,900	\$ 42,351	\$ 14,645		CVP Water Cost:		
Administration & Services	\$ 30,432		\$ 72,031		994 AF of CVP Water:		
Water Transfer Fees	\$ -		\$ 15,000		USBR Cost \$ 35.81		
Interest	\$ 95	\$ 203	\$ 2,500		Restoration \$ 12.02		
Other Revenues	\$ -		\$ 24,958		Trinity PUD \$.15		
	\$ 222,337	\$ 42,554	\$ 129,134		\$ 47.98 x 994 = \$ 47,692.12		
WATER COSTS					No SLDMWA because its transferred		
Central Valley Project Contract Water	\$ 68,000	\$ 17,448	\$ 3,436				
Supplemental Water costs	\$ 60,000	\$ 49,351	\$ 14,645		Supplemental Water Costs:		
SLDMWA Membership	\$ 5,620	\$ 5,480	\$ 5,677		310 AF x \$ 8.70 = \$ 2,697.00		
SLDMWA DHCCP Repayment	\$ 6,543	\$ 3,818	\$ 4,488				
SLDMWA DHCCP Interest	\$ 2,015	\$ 678	\$ -				
SLDMWA Minimum O&M Fee	\$ 5,800						
USBR WINN Act Contract	\$ 34,818	\$ 17,470	\$ -				
Water Transfers Expenses	\$ 1,500		\$ 6,595		Public Notice to Transfer Water		
SWRCB Water Rights Fee	\$ 7,514	\$ 3,757	\$ 3,000				
ADMINISTRATION							
PWD Administration	\$ 6,650	\$ 2,570	\$ 9,500				
PWD Overhead	\$ 3,700	\$ 1,331	\$ 7,050				
Bank Charges	\$ -	\$ 6	\$ 240				
Dues & subscriptions	\$ 2,500		\$ 3,700				
Website	\$ 900	\$ 450	\$ 450				
	\$ 13,750	\$ 4,357	\$ 20,940				
Annual Audit	\$ 5,000		\$ 4,250				
Legal	\$ 10,000	\$ 2,858	\$ 7,500				
Insurance	\$ 1,682	\$ 841	\$ 1,500				
TOTAL	\$222,242	\$106,058	\$72,031				
					CVP Water Costs**		
Net Revenue/(Deficit)	\$ 95	\$ (63,503)	\$ 57,103		Water Costs	\$68,000.00	
					SLDMWA Membership	\$5,620.00	
Supplemental Water costs	\$ 60,000	PWD			SLDMWA DHCCP repayment	\$8,558.00	
SLDMWA Minimum O&M Fee	\$ 2,900	PWD			SLDMWA Minimum O&M Fee	\$2,900.00	
					SWRCB Water Rights Fee	\$7,514.00	
CVP Water Costs**	\$128,910				Public Notice for Transfers	\$1,500.00	
General Admin & Services	\$30,432				USBR WINN Act Contract	\$34,818.00	
	\$159,342					\$128,910	
	\$222,242						
	Water AF	CVP Costs allocation	GA&S Costs	WY 23-24	CVP Costs	GA&S	Total
Entities	Allocation	CVP costs Percentage	Percentage	USBR Alloc.	Allocation	Allocation	Allocation
San Luis Ranch (Wathen Castanos)	1,000	35%	32%	352	\$45,631.86	\$9,842.17	\$55,474.03
F&S Investments	450	16%	15%	158	\$20,534.34	\$4,428.98	\$24,963.31
Fox Hills Development (Angiola WD)	1,300	46%	42%	457	\$59,321.42	\$12,794.83	\$72,116.24
Maricopa Orchard, LLC	75	3%	2%	26	\$3,422.39	\$738.16	\$4,160.55
Panoche Water District - Supplemental	267		9%		-	\$2,627.86	\$2,627.86
TOTAL AF	3,092	100%	100%	994	\$128,910	\$30,432	\$159,342

MERCY SPRINGS WATER DISTRICT				
LAND BASED BUDGET				
Proposed Biennial Budget for FY's 2023 & 2024				
		FY 2023 & 2024	FY 2022-23	FY 2021-2022
	REVENUES	Proposed Budget	Actual Expenses	Approved Budget
	Administration & Services	\$ 35,332		\$ 33,990
	Sustainable Groundwater Management Act	\$ 14,893		\$ 54,151
	Interest	\$ 95	\$ 203	\$ 2,500
	TOTAL REVENUE	\$ 50,320	\$ 203	\$ 90,641
	DIRECT COSTS			
	SLDMWA SGMA Costs	\$ 14,893	\$ 14,893	\$ 54,151
	Central Delta Mendota GSA	\$ 7,400	\$ 3,700	\$ 3,500
	General Admin & Services			
	PWD Administration	\$ 6,650	\$ 2,570	\$ 9,500
	PWD Overhead	\$ 3,700	\$ 1,331	\$ 7,050
	Bank Charges		\$ 6	\$ 240
	Website	\$ 900	\$ 450	\$ 450
		\$ 11,250	\$ 4,357	\$ 17,240
	Annual Audit	\$ 5,000		\$ 4,250
	Legal costs	\$ 10,000	\$ 2,858	\$ 7,500
	Insurance	\$ 1,682	\$ 841	\$ 1,500
	TOTAL EXPENSES	\$50,225	\$26,649	\$88,141
	Net Revenue/(Deficit)	\$ 95	\$ (26,445)	\$ 2,500
	PER ACRE	ACRES	\$	
	MAVERICK PISTACHIOS LLC	465.90	\$ 6,939.66	
	PANOCHÉ DD	2,906.00	\$ 43,285.34	
		3,371.90	\$ 50,225.00	

BACK

Bryant L. Jolley C.P.A.
Ryan P. Jolley C.P.A.
Darryl L. Smith C.P.A.
Luis A. Perez C.P.A.
Lan T. Kimoto

March 17, 2023

To Board of Directors
Mercy Springs Water District
52027 W. Althea Ave
Firebaugh, CA 93622

We are pleased to confirm our understanding of the services we are to provide Mercy Springs Water District for the twenty-four month period ended February 28, 2023.

Audit Scope and Objectives

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statements of Mercy Springs Water District as of and for the twenty-four month period ended February 28, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Mercy Springs Water District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Mercy Springs Water District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

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 auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and 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 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.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, 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 government or to acts by management or employees acting on behalf of the government.

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 not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. 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.

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 government'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, tests of the physical existence of inventories, and 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.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including 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 opinions. 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 deficiencies in internal control. 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.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition due to fraud

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Mercy Springs Water District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements and the State Controller's Report of the Mercy Springs Water District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

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 for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

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, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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 government 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 the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management 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 of each opinion unit 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 government 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 government received in communications from

employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information 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 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.

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.

The audit documentation for this engagement is the property of Bryant L. Jolley, CPA 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 regulators or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bryant L. Jolley, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators or its designee. The regulators or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Bryant L. Jolley, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately March 2023 and to issue our reports no later than April 15, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$9,500 for the twenty-four month period ended February 28, 2023. 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 upon completion of the audit and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee 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.

Reporting

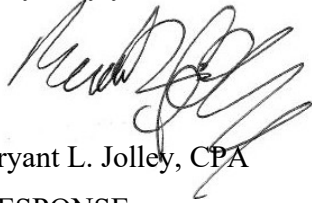
We will issue a written report upon completion of our audit of Mercy Springs Water District's financial statements. Our report will be addressed to Board of Directors of Mercy Springs Water District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, 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 opinions are 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 opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Mercy Springs Water 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 attached copy and return it to us.

Very truly yours,

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Bryant L. Jolley, CPA

RESPONSE:

This letter correctly sets forth the understanding of Mercy Springs Water District.

MERCY SPRINGS WATER DISTRICT RESOLUTION NO. 55-2023

A RESOLUTION AUTHORIZING UPDATES TO THE SIGNATORIES FOR MERCY SPRINGS WATER DISTRICT'S WESTAMERICA BANK ACCOUNT

WHEREAS, the Mercy Springs Water District (the "District") is a California water district duly formed under the laws of California; and

WHEREAS, the District maintains a bank account at Westamerica Bank, Dos Palos branch, and StarConnect Plus for Business Service, which enables online access to its account; and

WHEREAS, since signatories were last updated by Resolution 51-2021, the Treasurer, John Paul Otollo, and General Manager, Ara Azhderian, have announced their resignations from the District; and

WHEREAS, the District now desires to update those authorized to act on behalf of the District's bank account and its designated signatories to the certain persons described hereunder, and remove the names of former authorized signatories Ara Azhderian and John Paul Otollo.

NOW, THEREFORE, IT IS RESOLVED by the District's Board of Directors:

1. The facts stated in the Recitals above are true and correct and the Board so finds, orders, and determines.
2. The following individuals are hereby authorized and approved as signatories for the District's business, including, but not limited to, on all District bank accounts:
 - (a) Michael Linneman, Director
 - (b) Richard Wathen, Director
 - (c) Marlene Brazil, Treasurer
3. The foregoing authority granted shall include, but not be limited to, the execution of obligations, contracts, certificates, and other instruments entered into by the District. Checks drawn on the District's Westamerica Bank account require two signatures, and at least one from a Director.
4. The District hereby authorizes the General Manager or his designee to certify and deliver to Westamerica Bank a copy of this resolution, and to execute proper signature cards bearing the authorized signatures as required by Westamerica Bank.

PASSED, APPROVED, AND ADOPTED this 23rd day of March, 2023, by the following vote:

AYES:

NAYS:

ABSTAIN:
ABSENT:

BACK

Attest:

MICHAEL LINNEMAN, President
Mercy Springs Water District

ARA AZHDERIAN, Secretary

DRAFT

**CERTIFICATE OF SECRETARY
OF
MERCY SPRINGS WATER DISTRICT,
A California Water District**

I, Ara Azhderian, do hereby certify that I am the duly authorized and appointed Secretary of the Mercy Springs Water District, a California water district (the “District”); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 23rd day of March, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this _____ day of March, 2023.

Ara Azhderian
Secretary of Mercy Springs Water District

DRAFT

MERCY SPRINGS WATER DISTRICT RESOLUTION NO. 56-2023

A RESOLUTION REVISING DESIGNATING PERSONS AUTHORIZED TO REQUEST MERCY SPRINGS LAIF WIRE TRANSFERS, AND RELATED ACTIONS

RECITALS

WHEREAS, the Board of Directors of the Mercy Springs Water District, a California public entity, (the "Board" and the "District"), has heretofore adopted and confirmed an Investment Policy authorizing investment of District monies in the Local Agency Investment Fund ("LAIF"), which is established in the State Treasury under Government Code section 16429.1, et. seq., for the deposit of money of local agencies for purposes of investment by the State Treasurer.

WHEREAS, in the interest of efficient management of such deposited funds it is desirable for the District to name individuals authorized to make repetitive wire transfers into and from the LAIF, located in Sacramento, California.

WHEREAS, the Board of Directors determines the parties authorized to make repetitive wire transfers into and from the LAIF include the District's Directors, General Manager, Treasurer, or their designee.

WHEREAS, since authorized administrators were last updated by Resolution 40-2019, the Treasurer, John Paul Otollo, and General Manager, Ara Azhderian, have announced their resignations from the District; and

WHEREAS, the District now desires to update those authorized to act on behalf of the District's LAIF account and designated those certain persons described hereunder, and remove the names of former administrators Ara Azhderian and John Paul Otollo.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board hereby finds and declares that the statements, findings and determinations of Mercy Springs Water District set forth in the recitals above are true and correct.
2. The following individuals are hereby authorized and approved to make repetitive wire transfers into and from the LAIF for the District's business:
 - (a) Michael Linneman, Director
 - (b) Richard Wathen, Director
 - (c) Marlene Brazil, Treasurer
3. The General Manager, Treasurer, or their designee, is hereby authorized to execute and deliver such agreements, documents and other instruments, and to perform such other acts relating to investment and wire transfers as may be required by LAIF, and to recognize persons authorized to administer LAIF wire transfers on behalf of the District.

4. Insofar as LAIF requires a specific form of resolution in order to carry out the actions of this resolution, such resolution required by LAIF is deemed to be incorporated by this reference into this resolution, as though fully set forth herein.

BACK

PASSED, APPROVED, AND ADOPTED this 23rd day of March, 2023, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Michael Linneman, President
Mercy Springs Water District

Attest: _____
Ara Azhderian, Secretary
Mercy Springs Water District

**CERTIFICATE OF SECRETARY
OF
MERCY SPRINGS WATER DISTRICT
A California Water District**

I, Ara Azhderian, do hereby certify that I am the duly authorized and appointed Secretary of the Mercy Springs Water District, a California water district (the “District”); that the following is a true and correct copy of that certain resolution duly and unanimously adopted and approved by the Board of Directors of the District on the 23rd day of March, 2023; and that said resolution has not been modified or rescinded and remains in full force and effect as the date hereof:

IN WITNESS WHEREOF, I have executed this Certificate on this _____ day of March, 2023.

Ara Azhderian
Secretary of Mercy Springs Water District

DRAFT

MERCY SPRINGS WATER DISTRICT

ACCOUNTS PAYABLE LIST

PAYMENTS RUN FROM 12/1/2021 TO 3/23/2023

WESTAMERICA CHECKING # 1602				
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
12/1/2021	1464	SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	\$ 5,473.66	2021 NOD WATER TRANSFER NOVEMBER 2021 \$ 5,467.63 & REVISED ENVIRONMENTAL IMPACT STATEMENT \$ 6.03
12/1/2021	1465	STOCKING & COZZI INSURANCE AGENCY, INC.	\$ 1,681.00	GENERAL LIABILITY INSURANCE 21/22
12/16/2021	1466	CENTRAL VALLEY PROJECT WATER ASSOCIATION	\$ 750.00	2021 DUES
12/16/2021	1467	STREAMLINE	\$ 900.00	21/22 WEBSITE MAINTENANCE
12/16/2021	1468	FAMILY FARM ALLIANCE	\$ 556.50	FY 2021 ANNUAL CONTRIBUTION
12/17/2021	1469	SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	\$ 12,197.31	2021 NOD WATER TRANSFER - DECEMBER 2021
12/29/2021	1470	BAKER MANOCK & JENSEN	\$ 15,021.86	JUNE - NOVEMBER 2021 LEGAL SERVICES
		TOTAL	\$ 36,580.33	
2/10/2022	1471	PANOCHÉ WATER DISTRICT	\$ 2,098.92	NOVEMBER 2021 LABOR
2/10/2022	1472	SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	\$ 27,479.51	DHCCP DEBT SERVICE \$ 3,801.00, YUBA COUNTY WATER TRANSFER 2021 \$ 23,204.50, 2021 NOD WATER TRANSFER JANUARY 2022 \$ 146.44, NOD FY 22 ADMIN EXPENSES \$ 83.59 THRU DEC 2021 & LONG TERM NORTH TO SOUTH TRANSFER COSTS THRU DEC 2021 \$ 243.98
2/10/2022	1473	BAKER MANOCK & JENSEN	\$ 1,456.91	DECEMBER 2021 THRU JANUARY 2022 LEGAL SERVICES
2/10/2022	1474	CALIFORNIA FARM WATER COALITION	\$ 556.00	2022 CFWC MEMBERSHIP - FULL DISTRICT MEMBERSHIP
2/28/2022	1475	PANOCHÉ WATER DISTRICT	\$ 2,929.76	DEC 21 LABOR \$ 685.44, SEPT - DEC 21 ADMIN ALLOCATION \$ 1,720.06 & JAN 22 LABOR \$ 524.26
2/28/2022	1476	SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	\$ 51.56	2021 NOD WATER TRANSFER - FEBRUARY 2022
2/28/2022	1477	BYRON-BETHANY IRRIGATION DISTRICT	\$ 568.63	BBID BALANCE OF PURCHASED YUBA COUNTY WATER AGENCY TRANSFER
		TOTAL	\$ 35,141.29	
3/11/2022	1478	US BUREAU OF RECLAMATION	\$ 2,909.49	FEE FOR USBR RESCHEDULING WATER COST
3/23/2022	1479	PANOCHÉ WATER DISTRICT	\$ 1,228.92	FEBRUARY 22 LABOR \$ 609.56 & JAN - FEB 22 ADMIN ALLOCATION \$ 619.36
3/23/2022	1480	CENTRAL DELTA-MENDOTA GSA	\$ 3,700.00	FY 2022-23 MEMBERSHIP CONTRIBUTION
3/23/2022	1481	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 10,186.50	FY23 1ST INSTALLMENT MEMBERSHIP DUES
		TOTAL	\$ 18,024.91	

4/22/2022	1482	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 172.26	2021 NOD WATER TRANSFER - MARCH 2022
4/22/2022	1483	US BUREAU OF RECLAMATIOIN	\$ 11,649.68	MARCH 2022 WATER PAYMENT
4/22/2022	1484	BAKER MANOCK & JENSEN	\$ 2,540.65	FEBRUARY & MARCH 2022 LEGAL SERVICES
		TOTAL	\$ 14,362.59	
5/24/2022	1485	PANOCHÉ WATER DISTRICT	\$ 1,620.12	MARCH 2022 LABOR \$ 1,146.89 & ADMIN ALLOCATION \$ 473.23
5/24/2022	1486	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 318.12	FY22 NOD WATER TRANSFER ADMIN FEE THRU FEB 22 \$ 5.52 & LONG TERM NORTH TO SOUTH TRANSFER COSTS THRU FEB 22 \$ 312.60
5/24/2022	1487	BAKER MANOCK & JENSEN	\$ 680.84	APRIL 2022 LEGAL SERVICES
		TOTAL	\$ 2,619.08	
6/23/2022	1488	PANOCHÉ WATER DISTRICT	\$ 1,326.27	APRIL 22 LABOR \$ 609.97 & ADMIN ALLOCATION \$ 716.30
6/23/2022	1489	BAKER MANOCK & JENSEN	\$ 29.50	MAY 2022 LEGAL SERVICES
		TOTAL	\$ 1,355.77	
7/11/2022	1490	PANOCHÉ WATER DISTRICT	\$ 923.62	MAY 2022 LABOR \$ 515.61 & ADMIN ALLOCATION \$ 408.01
7/11/2022	1491	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 23,658.50	YUBA COUNTY WATER AGENCY TRANSFER - 2022
		TOTAL	\$ 24,582.12	
8/3/2022	1492	PANOCHÉ WATER DISTRICT	\$ 719.50	JUNE 2022 LABOR \$ 422.03 & ADMIN ALLOCATION \$ 297.47
8/3/2022	1493	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 1,023.22	YUBA COUNTY WATER AGENCY TRANSFER - 2020 \$ 47.72, REVISED DHCCP PROJECT INT & ADMIN FEES \$ 703.45 & 2022 NOD WATER TRANSFERS \$ 272.05
8/3/2022	1494	BAKER MANOCK & JENSEN	\$ 752.23	JUNE 2022 LEGAL SERVICES
8/23/2022	1495	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 10,191.12	FY23 2ND INSTALL MEMBERSHIP DUES \$ 10,186.50 & NOD REVISED ENVIRONMENTAL IMPACT STATEMENT \$ 4.62
8/23/2022	1496	BAKER MANOCK & JENSEN	\$ 366.10	JULY 2022 LEGAL SERVICES
		TOTAL	\$ 13,052.17	
9/23/2022	1497	PANOCHÉ WATER DISTRICT	\$ 326.46	JULY 2022 LABOR \$ 246.14 & ADMIN ALLOCATION \$ 80.32
9/23/2022	1498	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 17,773.92	2021 NOD WATER TRANSFER TRUE-UP \$ 813.92 & YUBA COUNTY WATER AGENCY TRANSFER - 2022 \$ 16,960.00
		TOTAL	\$ 18,100.38	
10/25/2022	1499	PANOCHÉ WATER DISTRICT	\$ 495.48	AUGUST 2022 LABOR \$ 381.53 & ADMIN ALLOCATION \$ 113.95
10/25/2022	1500	BAKER MANOCK & JENSEN	\$ 462.98	AUGUST & SEPTEMBER 2022 LEGAL SERVICES
		TOTAL	\$ 958.46	
11/22/2022	1501	PANOCHÉ WATER DISTRICT	\$ 319.46	SEPTEMBER 2022 LABOR \$ 251.86 & ADMIN ALLOCATION \$ 67.60
11/22/2022	1502	BAKER MANOCK & JENSEN	\$ 978.55	SEPTEMBER & OCTOBER 2022 LEGAL SERVICES
		TOTAL	\$ 1,298.01	

12/12/2022	1503	SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	\$ 5,798.62	FINAL WY 2020 WATER YEAR INVOICE & FINAL WY20 WATER YEAR CONTRACTOR RECORD
12/19/2022	1504	STOCKING AND COZZI INSURANCE AGENCY, INC.	\$ 1,681.00	GENERAL LIABILITY INSURANCE 22/23
12/19/2022	1505	BAKER MANOCK & JENSEN	\$ 383.50	NOVEMBER 2022 LEGAL SERVICE
12/19/2022	1506	STREAMLINE	\$ 900.00	22/23 WEBSITE MAINTENANCE
12/21/2022	1507	PANOCHÉ WATER DISTRICT	\$ 205.30	OCTOBER 2022 LABOR
		TOTAL	\$ 8,968.42	
1/17/2023	1508	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 7,592.50	2022 YUBA COUNTY WATER AGENCY TRANSFER
1/25/2023	1509	PANOCHÉ WATER DISTRICT	\$ 283.31	NOVEMBER 2022 LABOR \$ 216.72 & ADMIN ALLOCATION \$ 66.59
1/25/2023	1510	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION	\$ 3,756.94	WATER RIGHTS FEE 2022-2023
1/25/2023	1511	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 3,817.71	DHCCP DEBT SERVICE INTEREST & ADMIN FEES
1/25/2023	1512	BAKER MANOCK & JENSEN	\$ 311.70	NOVEMBER & DECEMBER 2022 LEGAL SERVICE
1/31/2023	1513	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 1.71	2021 NORTH OF DELTA WATER TRANSFER
1/31/2023	1514	BAKER MANOCK & JENSEN	\$ 212.78	DECEMBER 2022 LEGAL SERVICE
		TOTAL	\$ 15,976.65	
2/22/2023	1515	PANOCHÉ WATER DISTRICT	\$ 863.99	DECEMBER 2022 LABOR \$714.08, EQUIPMENT \$ 24.00 & ADMIN ALLOCATION \$ 125.91
2/22/2023	1516	BAKER MANOCK & JENSEN	\$ 191.00	LEGAL SERVICES JULY - AUGUST 2022
		TOTAL	\$ 1,054.99	
3/23/2023	1517	PANOCHÉ WATER DISTRICT	\$ 624.17	JANUARY 2023 LABOR \$ 429.81, EQUIPMENT \$ 13.71 & ADMIN ALLOCATION \$ 180.65
3/23/2023	1518	SAN LUIS & DELTA-MENDOTA WATER AUTHORITY	\$ 70.00	FY24 1ST INSTALLMENT MEMBERSHIP DUE
		TOTAL	\$ 694.17	
		GRAND TOTAL	\$ 192,769.34	

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