PAJARO VALLEY WATER MANAGEMENT AGENCY

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

ADMINISTRATION & FINANCE COMMITTEE MEETING
PV Water, 36 Brennan Street, Watsonville
Tuesday, February 11, 2025, 3:00 p.m.

MEETING AGENDA

1. Call to Order and Roll Call:
   Committee members: Bob Culbertson (Chair), Amy Newell (Vice Chair), Stephen Rider

2. Director Comments

3. Public Comments
   This time is set aside for members of the general public to address the Committee on any item not on the agenda, and that is within the subject matter jurisdiction of the Committee. Each speaker is allotted up to 3 minutes.

4. Consider Approval of January 7, 2025, Administration & Finance Committee Meeting Minutes
   i. Introduction by staff
   ii. Questions from Committee
   iii. Public comment
   iv. Committee discussion and deliberation
   v. Committee action

5. Consider Agreement with Zanjero Inc., for the California Department of Conservation's Pajaro Valley Multibenefit Land Repurposing Program Plan Development in an Amount Not to Exceed $480,000
   i. Introduction by staff
   ii. Questions from Committee
   iii. Public comment
   iv. Committee discussion and deliberation
   v. Committee action

6. Consider AllPaid Credit Card Merchant Services Agreement
   i. Introduction by staff
   ii. Questions from Committee
   iii. Public comment
   iv. Committee discussion and deliberation
   v. Committee action

7. Consider Accepting Quarterly Reports
   a. Contract Commitments

PV Water is a state-chartered local Agency formed "to efficiently and economically manage existing and supplemental water supplies in order to prevent further increase in, and to accomplish continuing reduction of, long-term overdraft and to provide and insure sufficient water supplies for present and anticipated needs within the boundaries of the Agency. It is anticipated that long-term overdraft problems may not be solved unless supplemental water supplies are provided. The water management Agency should, in an efficient and economically feasible manner, utilize supplemental water and available underground storage and should manage the groundwater supplies to meet the future needs of the basin." This agenda is subject to revision and may be amended prior to the scheduled meeting. If amended, a Final Agenda will be posted at the PV Water offices at 36 Brennan Street, Watsonville, 72 hours prior to the meeting. Copies of the Final Agenda will be available at the Board Meeting. This Agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the Ralph M. Brown Act (Cal. Govt. Code Sec. 54954.2). Persons requesting a disability-related modification or accommodation should contact PV Water at (831) 722-9292 during regular business hours, at least 24 hours prior to the time of the meeting.

b. Budget vs Actual Report
c. Account Aging: Over 120 Days with Balances Exceeding $100
    i. Introduction by staff
    ii. Questions from Committee
    iii. Public comment
    iv. Committee discussion and deliberation
    v. Committee action

8. Consider Accepting Financial Reports
    a. Activity Report
    b. Investment Report
        i. Introduction by staff
        ii. Questions from Committee
        iii. Public comment
        iv. Committee discussion and deliberation
        v. Committee action

9. Consider Accepting Cash Flow Reports
    a. Accounts Receivable: Aging Update
    b. Accounts Payable: Check Report
        i. Introduction by staff
        ii. Questions from Committee
        iii. Public comment
        iv. Committee discussion and deliberation
        v. Committee action

10. Discuss future agenda items and next meeting date – Tuesday, March 11, 2025, 3:00 p.m.

Adjournment

Remote Access for Meeting

Join the Administration & Finance Committee meeting from your computer, tablet or smartphone.
https://www.gotomeet.me/PVWater/pv-water-administration-finance-committee

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
Access Code: 392-853-285

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ADMINISTRATION & FINANCE COMMITTEE MEETING MINUTES of Tuesday, January 7, 2025, 3:00 p.m. PV Water, 36 Brennan Street, Watsonville

Director Culbertson called the meeting to order at 3:02 p.m.

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

   Committee Members Present: Bob Culbertson (Chair), Amy Newell
   Committee Members Absent: Stephen Rider (Excused absence due to illness)
   Staff Present: Brian Lockwood, General Manager (GM), Nancy Trevino (FASM), Priscilla Sanchez (FA)
   Others Present: Jonathan Abadesco, Audit Partner, C.J. Brown & Company CPAs

2. **Director Comments:** None

3. **Public Comments:** None

4. **Election of Officers for 2025: Chair, Vice Chair**
   Action: The Committee elected Bob Culbertson as Chair and Amy Newell as Vice Chair of the Administration & Finance Committee for 2025.

   The motion carried following vote:
   Ayes: **Culbertson, Newell**
   Noes: **None**
   Abstain: **None**
   Absent: **Rider**

5. **Consider Approval of December 10, 2024, Administration & Finance Committee Meeting Minutes:**
   Action: Director Newell moved to approve the December 10, 2024, meeting minutes; seconded by Director Culbertson.

   The motion carried following vote:

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

6. **Receive Presentation on Draft Annual Financial Reports for Fiscal Year ended June 30, 2024:**
   GM Lockwood introduced Jonathan Abadesco, Partner at C.J. Brown & Company CPAs, who presented the financial audit outcomes of the Agency's external financial audit and single audit. The determination is the Agency operates using strong internal controls and is in good financial standing with no material misstatements or concerns.

   Action: Director Newell moved to recommend the Board accept and file the annual financial report for the fiscal year ended June 30, 2024; seconded by Director Culbertson.

   The motion carried following vote:

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

7. **Conduct Annual Review of Administration & Finance Committee Bylaws:**
   GM Lockwood introduced this item to the Committee. Roundtable discussion ensued.

   Action: Director Newell moved to amend Article VI: Responsibilities, Section 1b, Quarterly Reports of the Bylaws, by formally adding to the list the "Account Aging: Over 120 Days with Balances Exceeding $100" report; seconded by Director Culbertson.

   The motion carried following vote:

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

8. **Review Check Signing Policy:**
   GM Lockwood reviewed the Check Signing Policy with the Committee. Discussion ensued around Policy specifics and historical context. The Committee determined the Policy was fine as written.

   Action: No action was taken.

9. **Consider Accepting Financial Reports:**
   FASM Trevino reported the Agency's cash position at the end of November showing $22 million.

   Action: Director Newell moved to accept the financial reports and recommend the Board approve them; seconded by Director Culbertson.

The motion carried following vote:

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

10. **Consider Accepting Cash Flow Reports:**
FASM Trevino reported the Agency's outstanding AR aging balance of $3.8 million as of December 30th which reflects the year end billing cycle. FASM Trevino also spoke to the check and ACH payments issued in December. Director Culbertson asked about the vendor Nationwide Retirement Solutions to which FASM Trevino explained the payments are issued as a result of employee's voluntary retirement contributions to the Agency sponsored 457 plan.

Action: Director Newell moved to accept the cash flow reports and recommend the Board approve them; seconded by Director Culbertson.

The motion carried following vote:

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

11. **Discuss Future Agenda Items and Next Meeting Date:** Staff and the Committee did not discuss any specific future agenda items. The next regular meeting date is set for Tuesday, February 11, 2025, 3:00 p.m.

Adjournment: 4:24 p.m.

MEMORANDUM

DATE: February 7, 2025
MEETING OF: February 11, 2025
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 5:** Consider Agreement with Zanjero, Inc., for the Department of Conservation's Pajaro Valley Multibenefit Land Repurposing Program Plan Development in an Amount not to Exceed $480,000

BACKGROUND

The California Department of Conservation (DoC) Multibenefit Land Repurposing Program (MLRP) webpage states:

"The Multibenefit Land Repurposing Program seeks to use [the grant program's] funding to increase regional capacity to repurpose agricultural land to reduce reliance on groundwater while providing community health, economic wellbeing, water supply, habitat, and climate benefits. The program was launched in August 2022 with a set of ambitious and diverse regional objectives to find shared solutions for resilient landscapes for California's uncertain groundwater future. Since then, the program has seen significant progress toward program and block grantee goals. To date, the program has received $90 million in appropriations.

This current Round (Round 2) is funded by the Public Resources Trailer Bill (AB 211, Ch. 574, Stat. of 2022), which appropriated $40 million to the Department to fund groundwater sustainability projects that reduce groundwater use, repurpose irrigated agricultural land, and provide wildlife habitat."

In February 2023, the Board of Directors (Board) adopted Resolution 2023-08, Designating General Manager, or Designee, as the Authorized Representative to File an Application and Execute Agreements with the California Department of Conservation for a 2022 Multibenefit Land Repurposing Program Grant. The following month, PV Water and "Regional Block Grant" partners the Resource Conservation District of Santa Cruz County (RCD), the University of California, Santa Cruz, the Land Trust of Santa Cruz County (Land Trust), the Pajaro Regional Flood Management Agency (PRFMA), and Watsonville Wetlands Watch, submitted a proposal to the DoC for the Round 2 funding opportunity, in the amount of $8.89 million. In June 2023, the DoC announced that it was awarding $35 million to four regions throughout the state and that the Pajaro Valley would receive the full $8.89 million in grant funds as requested in the proposal. PV Water and the DoC executed the grant agreement in November 2023.

Funding from the MLRP Grant supports a number of projects within the Pajaro Valley that will help to achieve sustainable water resources. The Land Trust is receiving funding for various land acquisition and restoration projects, including the recently acquired land near the end of West Beach Street. The RCD is receiving funding to implement two additional recharge basins as part of the Recharge Net Metering Program (ReNeM). U.C Santa Cruz is also receiving funding to support ReNeM. PRFMA will receive funding for a land acquisition / levee setback project that will help induce recharge. As the lead agency, PV Water is receiving funding to provide grant administration services, contract with a consulting firm to lead the development of the MLRP, and $2.375 million to support the construction of the College Lake Integrated Resources Management Project. Watsonville Wetlands Watch is receiving funding to support the MLRP Plan development.

DISCUSSION

Following execution of the Grant agreement, PV Water's staff began developing and executing subagreements with its partners, and in October 2024, issued a Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQ) from qualified firms to provide planning, outreach & engagement, facilitation, and related services to support the Pajaro Valley Multibenefit Agricultural Land Repurposing Program. In response to the RFQ, PV Water received a single SOQ from a team lead by Zanjero, Inc. (Zanjero). Staff discussed the result of the RFQ with its partners determined to proceed with Zanjero, following reference checks. Staff then notified Zanjero of the decision to proceed. During the ACWA Fall Conference, in early December, GM Lockwood met with Zanjero Principal Greg Young during which time they discussed the program and GM Lockwood asked Mr. Young to prepare a scope, schedule, and budget. Subsequently, PV Water staff has coordinated several meetings with Zanjero, Watsonville Wetlands Watch, and the RCD, to discuss the scope and each respective entity's role in the effort.

Similar to the Department of Water Resources' (DWR) Watershed Resilience Program, staff recommended that Zanjero begin with a Task 0, allowing for the preparation of a more detailed scope and schedule, and involvement of the MLRP Partners. Zanjero has presented the following six tasks, which are described in some detail in the attached scope of services, occurring between February 2025 and June 2026:

- Task 0: Detailed MLRP Scoping with Partners
- Task 1: Project Management, Coordination, and Grant Management Support
- Task 2: Establish Plan Elements and Objectives
- Task 3: Community and Partner Outreach & Engagement
- Task 4: Prepare Multibenefit Land Repurposing Plan
- Task 5: Implementation Support

FISCAL IMPACT

The Block grant award from DoC provides $8.89 million in funding through March of 2027. PV Water will need to issue payment for services and then seek reimbursement from the DoC on a quarterly basis similar to the process of DWR grants. This work is fully reimbursable.

STAFF RECOMMENDATION

The Committee review the Agreement with Zanjero Inc., for the Department of Conservation's Pajaro Valley Multibenefit Land Repurposing Program Plan Development in an Amount not to Exceed $480,000 and consider making a recommendation of approval to the Board.

ATTACHMENTS

- Agreement with Zanjero, Inc.

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

CONSULTANT AGREEMENT

To:	**Greg Young**	**Date**:	**02/19/2025**
	Zanjero, Inc.		
	701 University Avenue, Suite 205 **Sacramento, CA 95825**		
Tel:			
Fax:			

Contract Amount:	**$480,000.00**	**Start Date:**	**02/19/2025**	**End Date:**	**06/30/2026**

Accepted:	**Pajaro Valley Water Management Agency**	**Consultant:**	**Zanjero Inc.**
		FEIN:	
By:		**By:**	
	Brian Lockwood		**Greg Young**
Title	**General Manager**	**Title**	**Principal**
	Other authorized representative(s):		**Other authorized representative(s):**

CONSULTANT AGREEMENT

This Agreement is entered into and effective this **19th** day of **February 2025**, by and between the **Pajaro Valley Water Management Agency** ("PV Water"), and **Zanjero, Inc.** ("Consultant") referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, PV Water desires to hire Consultant for **Pajaro Valley Multibenefit Agricultural Land Repurposing Program**("Program") support services; and,

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said duties as outlined within its proposal dated **February 19, 2025** and received by PV Water (Exhibit A);

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

1. Term of Agreement. This Agreement shall terminate on **June 30, 2026,** unless terminated sooner pursuant to the terms of this Agreement. The Parties' authorized representatives (defined below) shall have the authority to extend this term by written amendment to this Agreement.

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

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

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

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

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

4. Compensation. PV Water will pay Consultant, as full compensation for full performance of the services described in this Agreement, a fee not to exceed **four hundred and eighty thousand dollars ($480,000.00**). The fee for services will be based on the Fee Schedule included in Exhibit A of this Agreement.

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

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

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

6. Conflict of Interest. Consultant owes PV Water a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants that it presently has no

interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement and agrees to indemnify, defend (with counsel approved by PV Water), and hold harmless PV Water, its directors, officers, employees and agents from and against any and all claims, demands, causes of action, damages, or expenses, (including attorney's fees and costs) arising from any alleged conflict of interest of Consultant in performance of such services. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code, and the PV Water conflict of interest code. Consultant will immediately advise Agency counsel if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement.

7. Indemnification.

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

For Design Professional Services under Civil Code §2782.8:
To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless PV Water, its directors, officers and employees from and against any and all claims, demands, actions, damages, or expenses, (including attorney's fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees or agents in any way related to the obligations or in the performance of design professional services under this Agreement as set forth in Civil Code, except where caused by the sole or active negligence, or willful misconduct of PV Water. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

8. Insurance. Consultant agrees to procure and maintain the insurance coverages and limits as required by PV Water prior to the commencement of work, as specified in Exhibit "B".

9. Sub-consultants. Except as provided in Exhibit A of this Agreement, and otherwise with prior written approval of PV Water, Consultant shall not enter into any subcontract with any other party for the purposes of providing any work or services covered by this Agreement. If Consultant employs sub-consultants, sub-contractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of consultant in the performance or subject matter of this Agreement ("sub-consultant"), it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above. Consultant shall require all sub-consultants to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencing any work and will provide proof of compliance to PV Water. Sub-consultants are to be bound to consultant and

to PV Water in the same manner and to the same extent as the Consultant is bound to PV Water under this Agreement. Consultant shall be responsible to PV Water for the performance of any and all sub-consultants who perform work under this Agreement and any acts of negligence on their part. Any Subconsultant markup by Consultant shall not exceed 5% of the Contract Sum. The Consultant is solely responsible for all payments due to sub-consultants.

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

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

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

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

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

15. Inspection. Authorized representatives of PV Water shall have access to consultant offices or

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

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

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

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

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

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

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

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

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

24. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties hereby agree that: (a) if any action is brought for the purpose of enforcing any provision of this Agreement, including without limitation instituting any action or proceeding to enforce any provision of this Agreement, for damages by reason of any alleged breach of any provision of this Agreement, or a declaration of rights or obligations under this Agreement, or for any other judicial remedy, then such action shall be brought only in the appropriate state or federal court located in Santa Cruz County, California; and (b) a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this section shall affect or impair any Party's right to serve legal process in any manner permitted by law.

25. Notices. Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service,

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

If to PV Water: **Pajaro Valley Water Management Agency**
Attention: Brian Lockwood, General Manager
36 Brennan Street
Watsonville, CA 95076
Telephone: (831) 722-9292

If to Consultant: **Zanjero, Inc.**
Attn: Greg Young, Principal
701 University Avenue, Suite 205
Sacramento, CA 95825
(916) 669-9357

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

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

28. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be deemed to be served or deleted from this Agreement and the balance of

this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

29. Counterparts. This Agreement may be executed in counterparts, which, together, shall constitute one and the same instrument. Electronic, facsimile and scanned pdf signatures and copies of this Agreement shall be accepted as originals.

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

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

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

33. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create any rights enforceable by any person, partnership, corporation, joint venture, Limited Liability Company or other form of organization or association of any kind that is not a party to this Agreement.

34. Entire Agreement. This Agreement, together with Exhibits and/or attachments and any agreements provided for herein, constitute the entire understanding between the Parties with respect to the matters set forth herein, and they supersede all prior or contemporaneous understandings or agreements between the Parties with respect to the subject matter hereof, whether oral or written.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____
Brian Lockwood, General Manager

ZANJERO, INC.

By: _____
Greg Young, Principal

APPROVED AS TO FORM

By: _____
PV Water General Counsel

701 University Avenue, Suite 205
Sacramento, California 95825
zanjeroams.com

Zanjero Scope of Work for Pajaro Valley MLRP (Program) Support and MLRP Plan Development

BACKGROUND

The Pajaro Valley Water Management Agency (PV Water) has selected a team led by Zanjero to provide planning, outreach and engagement, facilitation, and related services for the Pajero Valley Multibenefit Land Repurposing Program (MLRP). On Zanjero's team is ERA Economics (ERA), a firm with specialized expertise in the economics of water resources and agriculture. ERA will support Zanjero to evaluate agricultural economic conditions, design an effective incentive payment structure, and assess lands and projects opportunities for the Pajaro Valley MLRP and Plan development.

This document outlines the proposed scope of work for the Zanjero team, which is design to:

1. Build on existing partnerships while creating structure for new engagement.
2. Leverage local knowledge and relationships.
3. Create a framework that supports both current approved projects and future opportunities.
4. Ensure the PV MLRP Program and Plan alignment with Groundwater Sustainability Plan Alternative (GSP) objectives and Department of Conservation (DoC) MLRP guidelines.
5. Maximize efficiency by coordinating with other planning efforts.

SCOPE OF WORK TASKS

The following scope is high level to allow for flexibility in how tasks are approached and supported between Zanjero, PV Water and Regional Block Grant Partners (Partners).

Task 0: Detailed MLRP Scoping with Partners

- Initial Partner Coordination
  - Conduct partner interviews and capability assessment
  - Review existing partner scopes and budgets
  - Document partner roles and responsibilities
  - Map existing community engagement efforts
- Scoping Documentation
  - Prepare detailed scope of work
  - Develop final budget allocation
  - Develop final schedule
  - Document assumptions and constraints, including:
    - Project timeline dependencies
    - Budget limitations
    - Data availability and quality
    - Regulatory requirements and considerations

Task 1: Project Management, Coordination, and Grant Management Support

- Project Management
  - Coordinate with PV Water staff and Partners
  - Maintain project schedule and budget tracking
  - Facilitate regular team meetings
  - Support with DoC tracking and reporting needs
- Program Facilitation and Collaboration Support
  - Define coordination and collaboration approach with partners
  - Develop steering committee structure
  - Establish communication protocols

Task 2: Establish Plan Elements and Objectives

- Existing Conditions Analysis
  - Review GSP objectives and requirements
  - Analyze approved projects and benefits
  - Document current land use patterns
  - Assess seawater intrusion concerns
- Program Framework Development
  - Lead process to define regional goals, objectives, and priorities
  - Develop project prioritization and selection methodology
  - Create funding allocation framework
  - Establish monitoring requirements
  - Define program management approach

Task 3: Community and Partner Outreach & Engagement

- Outreach and Engagement (O&E) Plan Development
  - Coordinate with Watsonville Wetlands Watch and Resource Conservation District of Santa Cruz County (RCD)
  - Develop outreach materials and presentations
  - Create bilingual communication tools (English and Spanish)
  - Manage outreach and engagement tracking and reporting
- Outreach and Engagement (O&E) Plan Implementation
  - Facilitate steering committee engagement and meetings
  - Collaborate on community outreach and engagement for input on existing implementation projects and desired projects for development
  - Support broad, regional awareness of program objectives and project benefits
  - Document community input and feedback
  - Coordinate and collaborate with Partners
  - Facilitate community engagement and meetings

Task 4: Prepare Pajaro Valley MLRP Plan

- Draft MLRP Plan Development
  - Prepare initial administrative draft, admin draft, and final draft MLRP Plan
  - Facilitate Steering Committee, Partner, and community feedback on iterations of the plan
  - Incorporate input and feedback on plan components from all participants
  - Develop implementation guidelines
  - Create monitoring and management framework and plan
- Final MLRP Plan

- Incorporate and address to public feedback
- Prepare final MLRP Plan deliverable for DoC submission

Task 5: Implementation Support

- Existing Projects
  - Assist with management and coordination needs for initial projects
  - Provide technical assistance
  - Document lessons learned
- Program and Future Projects
  - Implementation support for O&E Plan
  - Implementation support for MLRP and Plan
  - Support ongoing communications and promotion of program outcomes

SCHEDULE

- Task 0: February 2025
- Task 1: Ongoing
- Task 2: March-July 2025
- Task 3: February 2025-June 2026
- Task 4: July 2025-January 2026
- Task 5: February 2025-June 2026

BUDGET

Project Element/Task/Subtask	**Zanjero**	**ERA**	**Total Budget**
Task 0 - Detailed MLRP Scoping with Partners	10,000	-	10,000
Task 1 - Project Management, Facilitation and Collaboration	50,000	20,000	70,000
Task 2 - Establish MLRP Plan Elements and Objectives	20,000	20,000	80,000
Task 3 - Community and Partner Outreach and Engagement	80,000	15,000	95,000
Task 4 - Prepare MLRP Plan	90,000	50,000	140,000
Task 5 - Implementation Support	50,000	25,000	75,000
Direct Costs – Meeting/Workshop Costs, Materials, and Travel	7,500	2,500	10,000
Subtotal	**$347,500**	**$132,500**	**$480,000**

Budget assumptions include:

- Up to 12 in-person meetings/workshops over 18-month period
- Monthly virtual team meetings
- Translation services for key materials and meetings
- Travel costs for Zanjero and ERA staff to attend in-person meetings
- Direct costs cover meeting materials, printing, travel expenses, light refreshments for meetings planned and facilitated by the Zanjero Team
- Meeting venues provided by PV Water or Partners

EXHIBIT "B"

Insurance Requirements

Consultant shall procure and maintain insurance as follows:

1. Commercial General Liability Insurance. Commercial general liability insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate.

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

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

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

5. Other Requirements.

   a. Additional Insured Endorsement. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions: **The Pajaro Valley Water Management Agency, its directors, officers, employees, and authorized volunteers are to be additional insured**. The coverage shall

contain no special limitations on the scope of protection afforded to PV Water, its directors, officers, employees, or authorized volunteers.

b. Primary Insurance. For any claims related to this Agreement, Consultant's insurance shall be primary insurance as respects PV Water, its directors, officers, employees, and authorized volunteers, individually and collectively. Any insurance, self-insurance, or other coverage maintained by PV Water, its directors, officers, employees, or authorized volunteers shall be in excess of Consultant's insurance and shall not contribute to it.

c. Cancellation. The policies specified above are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to PV Water.

d. Changes. If any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this Agreement, Consultant shall notify the PV Water within three (3) working days.

e. Evidence of Insurance. Prior to execution of this Agreement, Consultant shall file with PV Water, on forms acceptable to PV Water, certificate(s) of insurance and additional insured endorsements, as specified above.

f. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the PV Water. At the option of PV Water, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

g. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by PV Water.

h. Special Risks or Circumstances.
PV Water reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

MEMORANDUM

DATE: February 7, 2025
MEETING OF: February 11, 2025
To: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 6:** Consider AllPaid Credit Card Merchant Services Agreement

BACKGROUND

PV Water added credit cards as a form of payment for groundwater augmentation charges and delivered water charges in June 2005. PV Water currently has an agreement with Fiserv to serve as a third-party credit card processor for payments made to PV Water. At the December 18, 2024, Board meeting, the Board approved a new agreement with Fiserv Merchant Services that establishes a fee structure of 3.25% for each transaction and a $0.10 transaction fee. Staff has yet to fully execute the agreement with Fiserv.

In January, PV Water's General Manager and Finance & Administrative Services Manager met with representatives from California Special Districts Association (CSDA), including the Executive Officer and the Chief Finance & Operations Officer, during which time a flyer was provided that listed "value-added benefits" included with the CSDA membership. It quickly became apparent that one vendor "AllPaid Merchant Services" (AllPaid) could significantly reduce credit card service costs. AllPaid, which is a "CSDA Endorsed Affiliate for Payment Services / Merchant Services" specializes in providing a secure payment platform to government agencies at a discounted rate.

After holding multiple meetings with AllPaid account representative to learn more about its merchant credit card services, staff learned the rate per transaction, at 1.85%, would provide an additional savings of 1.4% per transaction when compared to the recently approved fee structure with Fiserv. In a calendar year-end analysis of fees assessed by Fiserv for the annual transaction volume for calendar year 2024, of approximately $618,728 PV Water paid $29,417 at the average rate of 4.29%. This would amount to approximately $8,500 potential savings at the new Fiserv rate structure of 3.25%, and could be further reduced by approximately $9,500 for an estimated annual cost of $11,400 with AllPaid

FISCAL IMPACT

Potential savings of approximately $18,000 a year in processing costs associated with accepting credit card payments.

STAFF RECOMMENDATION

The Administration & Finance Committee review the AllPaid Proposal and consider providing a recommendation that the Board approve the new service agreement with AllPaid.

ATTACHMENTS

- AllPaid Powerful Payment Solutions Proposal
- AllPaid Payment Services/Merchant Services Flyer
- AllPaid Merchant Agreement

allpaid

Powerful Payment Solutions Proposal

Pajaro Valley Water Management Agency

January 28, 2025

Company Background

AllPaid was founded in 1997 by a retired county executive who heard the desires of citizens to pay their government agencies using credit and debit cards. Since then, the company has grown to provide payment services to over 3,300 government agencies nationwide.

AllPaid is still privately owned and operated. Our leadership team is available to answer customer questions and is eager to meet the needs and challenges faced by agencies. We are flexible and able to meet your demands in a timely manner.

Why AllPaid:

- AllPaid offers low, competitive rates and the following unique qualifications:
- 27+ years' experience processing payments exclusively for government agencies
- Provides payment solutions to over 3,300 government agencies
- Payment Protection – AllPaid absorbs all chargebacks and fraudulent payments
    - Never a chargeback no matter the situation
- 24/7/365 live, in-house, bi-lingual call center - No outsourcing here.
- PCI Level 1 Compliance – Highest level of payment processing security and validation available
- Over 300 company-owned technology patents
- Over 41 million Transactions and $1.6 billion in payments in 2018
- Receive your money in 2 business days or less
- **No cost to your Agency - Ever**

AllPaid's Simple Solution:

Whether making a payment in person, online, via our live agent call center, or on a mobile device, AllPaid's clients will be met with top-level customer service. AllPaid accepts the four major credit and debit card brands (Visa, MasterCard, Discover, and American Ex- press) as well as prepaid debit/gift cards.

Payers may initiate payments through the following payment channels:

- Online and Mobile via our website at www.AllPaid.com or the Agencies website with a hyperlink to the PCI-compliant AllPaid.com payment site
- Onsite using our FREE e-commerce Gov$wipe® terminal
- Live Agent Multilingual Call Center

In Person Payments

- **Gov$wipe: Our Patent-Pending Point-of-Sale (POS) Solution**

Live Agent Call Center Payments

- **Mobile and Live Call Center Payments**
- **24/7/365 Live Agent Payee and Agency Support - Hosted in our Corp. HQ**
- **Multilingual Operators—140 Languages**

Online Payments

- **AllPaid.com for online payments**
- **Mobile Friendly—Make an Online Payment anywhere in the world**
- **Customized and Agency-Specific Landing Pages with Search Functionality**

Fraud Monitoring and Chargebacks

AllPaid offers certainty of funds, which means that all risks associated with payments are handled and assumed by AllPaid and not your government agency. Once a payment is authorized AllPaid guarantees all funds and provides a "no liability" chargeback solution in which any funds charged back, or disputed, are absorbed by AllPaid… not your government agency.

Problem Solved / References

Easier Member Payments Below Market Rates

AllPaid is honored to be selected as CSDA's Endorsed Affiliate for **Payment Services/Merchant Services**. AllPaid's payment platform provides CSDA and its members with a secure industry-leading payment solution with exceptional customer service and support. These services are available at below market, pre-negotiated rates, exclusively for CSDA members.

Russian River County Water District CSDA-CA	Stephanie Voet (707) 887-7735
Chowchilla Water District-CA	Lela Beatty (559) 665-3747
Stockton East Water District- CA	Akaash Sharma (209) 444-3112
Santa Ynez Water Conservation District- CA	Amber Thompson (209) 693-1156

Rate Proposal

AllPaid is pleased to offer our competitive fee model for consideration. The fee model is a service fee model whereby the payee absorbs the small fee for the convenience of using their credit/ debit/gift card from the comforts of the environment of their choice. Absorbed Fee model is also available.

Online, Mobile and Onsite Rates

Credit/Debit/Gift Card

Rate per Transaction: 1.85%

Web Payments, add: $1.50

Phone Payments, add: $2.50

Pricing and proposal are good for 90 days

No Hidden Fees

No matter how transactions are performed, AllPaid has **no hidden or additional fees beyond the above,** and the following services are all included in the proposal:

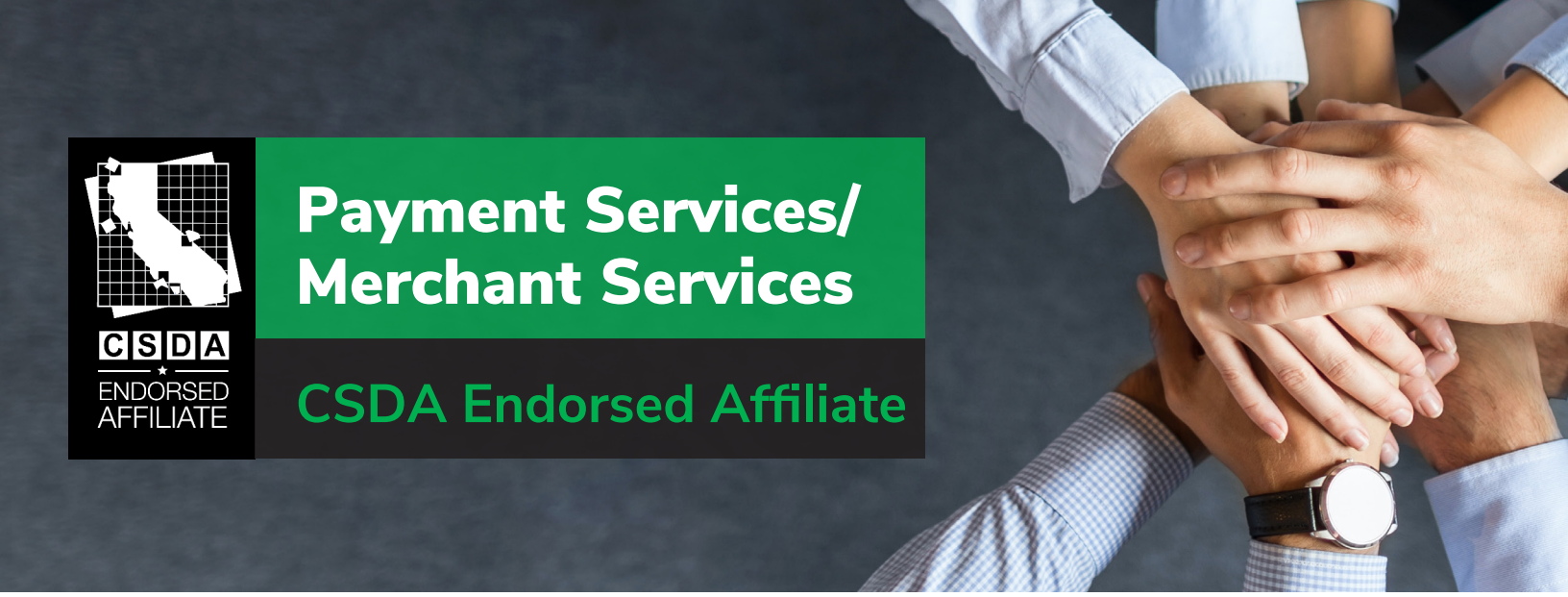
- Full 24/7/365 assistance for Agencies
- Full 24/7/365 customer service for questions or assistance for payees
- Robust reporting - Per transaction notifications and daily reconciliation reports
- Full, no cost integration

Thank you:

Thank you for the opportunity to present our payment solution.

We look forward to supporting you and your customers, constituents and citizens with our industry-leading customer service, competitive rate structure and advanced payment options.

Sincerely,
Ken Lindbloom
Sr. Account Executive AllPaid
(720-300-2142)
ken.lindbloom@allpaid.com
www.AllPaid.com



Payment Services/ Merchant Services

CSDA Endorsed Affiliate

Easier Member Payments, Below Market Rates

AllPaid (formerly GovPayNet) is honored to be selected as CSDA's Endorsed Affiliate for **Payment Services/Merchant Services**. AllPaid's payment platform provides CSDA and its members a secure industry leading payment solution with exceptional customer service and support. These services are available at below market, pre-negotiated rates, exclusively for CSDA members.

Member Rate Options:

DEBIT CARDS · VISA · DISCOVER

There are two member rate options to choose from based on the member's average transaction size. Choose one for the duration.

Best option for $500 or more average transaction size.

Option 1

Rate per Transaction: **1.85%**

Web Payments, add: **$1.50**

Phone Payments, add: **$2.50**

Best option for $500 or less average transaction size.

Option 2

Rate per Transaction: **2.25%**

Web Payments, add: **$0.00**

Phone Payments, add: **$2.25**

AllPaid Key Features and Benefits

- 22 Years Serving Government Agencies
- 3,000 + Existing Customers Nationally
- No Cost to CSDA or Its Members
- 24/7/365 Live, In-house, Multi-Lingual Call Center in Dallas
- Highly Competitive Rate Options
- PCI Level 1 Security
- Detailed Reporting
- Multiple Payment Options: On-Site, Call Center, Online
- Guaranteed Payments - No Charge Backs for Members
- Free Card Swipes

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MERCHANT AGREEMENT - CSDA

This Merchant Agreement ("Agreement") is by, between and among:

PAJARO VALLEY WATER MANAGEMENT AGENCY
36 BRENNAN STREET
WATSONVILLE CA 95076-4303

referred to herein as "Merchant"; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Worldpay"); and AllPaid, Inc., a Delaware corporation having a principal place of business at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 ("AllPaid").

WHEREAS, AllPaid provides the "AllPaid Payment Network," consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a "Payer" and collectively, "Payers") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant's behalf; and

WHEREAS, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant's acceptance of Payers' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

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2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.

2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.

2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. AllPaid Obligations; Agency Appointment and Effect

AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.

3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.

3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.

3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.

3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.

3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a cardholder initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the cardholder from an AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right

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to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.

3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.

3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.

3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations

Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.

4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.

4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment to refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.

4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.

4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.

4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

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5. Term and Termination

5.1 This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.

5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.

5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. AllPaid and Worldpay Representations and Warranties

Each of Worldpay and AllPaid represents and warrants as follows:

6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.

6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Cardholder's payment to Merchant.

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9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.

9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.

9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity

AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

12. Miscellaneous Terms and Conditions

12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "B" to this Addendum apply to transactions using cards issued by American Express.

12.2 Assignment. This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil

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disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

12.4 Governing Law. This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.

12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.

12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____

Printed Name: _____

Title: _____

Date:_____

ALLPAID, INC.

By: _____

Printed Name: _____

Title: _____

Date:_____

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ATTACHMENT "A" – SERVICE FEES AVAILABLE

NON-HEALTH CARE AGENCIES - ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for All Payments Via Web or *Gov$wipe*®
1.85% plus $1.50
Premium Service Fee Schedule for Operator Assisted Payments
Add $2.50 to the above

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ATTACHMENT "B" – ADDITIONAL SERVICES

General Service Terms

Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant's behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, "**in writing**" means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

Service Fees

Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant's account for Merchant's share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models

AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant's Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant's designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant's use of selected services. By electing to utilize such services, Merchant agrees to the following:

***Gov$wipe*:** If Merchant selects *Gov$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid's option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant's premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant's request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid's expense and by such method as AllPaid specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

***Connex*YourGov:** If Merchant elects to utilize AllPaid's *Connex*YourGov solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, "Images") that Merchant desires AllPaid to use. All Images that participating Merchants deliver to AllPaid become

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subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any interfaces AllPaid establishes shall be based on specifications Merchant and AllPaid mutually develop. Merchant is responsible for advising AllPaid of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with AllPaid may receive Payer information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID**.

Gov$wipe c*ard readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov$wipe transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide**.**

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Not withstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

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allpaid

Customer Application & Banking Worksheet

(Complete the following for each payment type)

Agency Name:		**State:**	
Agency Address:			
Agency Contact Name:			
Primary Contact Phone Number:			
Primary Contact Email Address:			
Federal Employee Identification Number:			
Bank Name:			
Bank ABA Routing Number:			

* A letter from your bank with electronic payment instructions is required to set-up your account

Bank Account Number:			
Bank Contact Name:			
Bank Phone Number:			
Bank Account Name:		**Account Type:**	

*Checking or Savings

Attestation: ☐ Customer warrants and attests that all information customer provided to establish payment processing and associated services through AllPaid is accurate and true to the best of customer's knowledge.

AllPaid uses a bank verification process as part of our compliance process. We will contact you and verify the information above and send a nominal amount to the provided banking information.

FY2024-25 CONTRACT COMMITMENTS: Quarterly Activity for time period: September 1, 2024 - December 31, 2024

VENDOR	PROJECT	TERM START DATE	TERM END DATE	CONTRACT AMOUNT NOT TO EXCEED	AMOUNT PAID THROUGH 12/31/24	AMOUNT AVAILABLE
Balance Hydrologics	Watsonville Slough Monitoring: WY2024 & WY2025	12/21/23	06/30/26	142,942	39,118	103,824
Carollo Engineers	BMP Implementation Program Management Services	01/18/17	06/30/25	6,463,226	6,315,849	147,377
Carollo Engineers	College Lake IRMP: Design & Eng. Services During Construction	08/20/20	06/30/25	5,061,039	4,787,210	273,829
Carollo Engineers	WSS-MAR Preliminary and Final Engineering Design Services	09/21/22	06/30/25	2,454,000	2,150,551	303,449
cbec, inc. eco engineering	College Lake Weir Fish Passage Design Consultation & Modeling Services	10/22/20	06/30/25	81,715	46,342	35,374
cbec, inc. eco engineering	College Lake Hydrologic Monitoring Services: WY2022 & 2023 & 2024	11/17/21	06/30/24	253,562	251,107	2,455
cbec, inc. eco engineering	College Lake Hydrologic Monitoring Services: WY 2025 & 2026	08/22/24	06/30/27	450,000	23,983	426,017
cbec, inc. eco engineering	College Lake Operation Plan Development - Weir Raising	05/18/23	06/30/25	156,832	156,326	506
Corralitos Electric Company	Electrical Services for Coastal Distributiont System Maintenance	12/20/24	12/31/25	16,000		16,000
eki environment & water, Inc.	Harkins Slough Recharge Facility Improvements - Hydrogeologic Support Services	08/01/19	06/30/25	302,100	296,158	5,942
ESA Water	College Lake IRMP: Environmental Support Services	10/22/20	06/30/25	990,958	686,665	304,293
Jacobs Engineering Group, Inc.	College Lake IRMP: Design & Eng. Services During Construction	08/20/20	06/30/25	2,703,679	2,522,292	181,387
Kittleson Environmental Consulting	Biological Consulting Services/College Lake Avian Surveys 2024	01/01/23	12/31/24	24,568	18,705	5,863
Kittleson Environmental Consulting	Biological Consulting Services/ College Lake Avian Surveys 2025	01/01/25	01/31/26	24,580		24,580
Maggiora Brothers	Harkins Slough Facility 2022 Recovery Wells	11/16/23	01/31/25	378,980	332,320	46,660
Mike Podlech, Aquatic Ecologist	2023 Salmonid Surveys & Adaptive Management Plan Support College Lake Support	07/01/23	12/31/24	15,700	6,675	9,025
Mike Podlech, Aquatic Ecologist	College Lake Monitoring Program Services 2024-25	07/01/24	06/30/25	25,000	3,625	21,375
Miller Maxfield Inc.	Public Outreach and Community Engagement Services College Lake Integrated Resources Management Project and Groundwater Sustainability	05/01/22	06/30/25	200,000	126,559	73,441
Montgomery & Associates	Construction Management at Blend Well No. 4 & Domestic Well	06/01/24	12/31/24	166,020	77,936	88,084
Mountain Cascade, Inc.	Water Treatment Plant & Intake Facilities Project	01/18/23	TBD	45,439,854	37,376,817	8,063,037
CA Bank of Commerce	Retention MCI College Lake WTP & Intake Facilities Project	01/18/23	TBD		1,967,203	
Mountain Cascade, Inc.	College Lake Treated Water Pipeline Project	01/20/23	TBD	24,315,385	23,752,183	563,202
CA Bank of Commerce	Retention MCI College Lake Treated Water Pipeline Project	01/20/23	TBD		1,185,415	
Piini Realty	Appraisal Services for the WSS-MARR Project	05/15/24	06/30/25	32,500	32,500	0
SWCA	CLIRMP - Environmental Monitoring & Permit Compliance	02/01/23	06/30/25	1,910,834	1,463,093	447,741
Tanner Pacific, Inc.	CLIRMP - Construction Management & Inspection	02/01/23	12.31/25	9,409,583	7,661,784	1,747,799
Telstar Instruments	Blend Well 1 & 2 VFD Replacement	04/07/22	04/30/24	240,461	240,461	0
Telstar Instruments	SCADA Software Migration & Support Services	09/19/24	06/30/25	59,630	0	59,630
YSI Inc	College Lake Monitoring Equipment, Installation & Warranty	07/18/24	06/30/25	147,246	132,793	14,453

FY2024-25 CONTRACT COMMITMENTS: Quarterly Activity for time period: September 1, 2024 - December 31, 2024

VENDOR	SERVICE	TERM START DATE	TERM END DATE	CONTRACT AMOUNT NOT TO EXCEED	AMOUNT PAID THROUGH 12/31/24	AMOUNT AVAILABLE
CGC Roofing Inc.	New Roof Installation @: BW-2, HS Pump Station, RW-10	09/30/24	11/01/24	16,600	8,300	8,300
Chappell Pump & Supply Well Drilling	Pull Pump & Video Log Well on Lipanovich (PV Water) Ranch	12/20/24	06/30/25	4,500		4,500
C.J. Brown, CPAs	Financial Auditing Services FY23-24	03/16/22	06/30/25	32,853	26,987	5,866
Corrpro	Cathodic Protection Services	12/09/24	03/31/25	10,000		10,000
Green Home Solutions	Disinfection & Mold Remediation of 76 Holohan Rd.	09/24/24	10/31/24	15,395	15,395	0
Gutierrez Consultants	Grant and Loan Support Services	12/01/22	12/31/24	250,000	100,973	149,027
Gutierrez Consultants	MLRP Grant Administration Services	01/18/24	06/30/27	705,795	40,026	665,769
Karas Technical Services	Graphic Design Services	07/15/20	06/30/25	25,000	10,615	14,385
Martin Feeney	Well Design & Construction Support Services	07/31/24	06/30/25	7,500	0	7,500
Montgomery & Associates	BMP - Hydrologic & Facilitation Services	07/23/20	12/31/25	877,406	745,527	131,879
NHA Advisors	Continuing Disclosure and CDIAC Reporting Compliance Services	07/01/23	06/30/28	25,000	6,250	18,750
NHA Advisors	Funding Capital Projects	10/18/22	06/30/25	150,000	116,944	33,056
Belinda Platts	General Consultations on Water Quality and Soil Salinity Agronomic Support Services	12/20/24	12/31/26	24,480		24,480
Rincon	Watershed Resilience Planning Program	09/18/24	04/30/26	1,950,000	75,639	1,874,361
Resource Conservation District of Santa Cruz County (RCD)	BMP Agricultural Water Conservation Program Technical Assistance Apr. 2024 - Jun. 2027	04/01/24	06/30/27	1,073,931	77,296	996,635
SDI (Ellen Cross)	Delivered Water Customer Workshops Facilitation & Communications Support Services	08/15/24	06/30/25	89,136	19,810	69,326
Tree Top Web Design	Web Design Services	11/07/17	06/30/25	25,000	18,781	6,219
U.S. Geological Survey (USGS)	Water Resource Investigations	04/01/23	09/30/25	286,179	58,222	227,957
ZAG Technical Services	IT Managed Services & Support FYs 2023-25	07/01/23	06/30/25	150,000	64,512	85,488
TOTAL				$107,185,169	$93,038,946	$17,298,841

Contract Complete
Term Date Expired

Prior Qtr less completed contracts:	79,396,131
Net Change in Amt paid this Qtr:	13,642,815
BR Report:	13,642,815
Difference:	0

F:\ADMIN\Agreements_Contracts_Leases\Agreements_Qt Reports\2016_andforward_ContractCommitments\2016_andforward_ContractCommitments QT
Prepared by:NTrevino

PAJARO VALLEY WATER MANAGEMENT AGENCY

BUDGET vs. ACTUAL

BY EXPENSE TYPE

2024-25FY as of December 31, 2024

#	Description	2024 One Year Prior Actual	2025 Budget	2025 Year to Date End Balance	Remaining YTD Budget (Over) Under Variance	% Var
	Revenue					
1	Management Fees	$ 369,968	$ 370,000	$ 367,216	$ 2,784	0.75%
2	Augmentation Charges	$ 7,831,756	$ 12,200,000	$ 9,034,346	$ 3,165,654	25.95%
3	Delivered Water Sales	$ 1,401,596	$ 1,900,000	$ 1,394,779	$ 505,221	26.59%
4	Grants & Loans	$ 4,837,139	$ 4,500,000	$ 14,904	$ 4,485,096	99.67%
5	Rental Income	$ 82,510	$ 71,781	$ 59,834	$ 11,947	16.64%
6	Interest Income	$ 984,036	$ 600,000	$ 326,937	$ 273,063	45.51%
7	Other Financing Revenue-Bond/WIFIA	$ -	$ 33,109,270	$ 17,856,793	$ 15,252,477	46.07%
8	Other Revenue	$ 70,700	$ 15,000	$ 35,606	$ (20,606)	-137.37%
	Revenue Total:	**$ 15,577,704**	**$ 52,766,051**	**$ 29,090,414**	**$ 23,675,637**	**44.87%**
	Expenditures					
9	Salaries, Wages and Benefits	$ 1,215,269	$ 3,003,732	$ 1,262,500	$ 1,741,232	57.97%
10	Conferences and Training	$ 2,835	$ 26,500	$ 6,128	$ 20,372	76.88%
11	Travel/Meals	$ 4,716	$ 41,200	$ 6,873	$ 34,327	83.32%
12	Bank Charges	$ 12,557	$ 45,050	$ 15,670	$ 29,380	65.22%
13	Insurance	$ 34,129	$ 104,500	$ 39,393	$ 65,107	62.30%
14	Taxes & Fees	$ 17,085	$ 120,250	$ 48,541	$ 71,709	59.63%
15	Legal Notices & Ads	$ 16,916	$ 60,750	$ 1,499	$ 59,251	97.53%
16	Dues & Subscription	$ 18,096	$ 46,000	$ 19,180	$ 26,820	58.30%
17	Office Expense	$ 1,917	$ 29,500	$ 2,470	$ 27,030	91.63%
18	Postage	$ 3,733	$ 21,500	$ 6,311	$ 15,189	70.65%
19	Printing	$ 6,530	$ 52,750	$ 6,261	$ 46,489	88.13%
20	Utilities	$ 104,835	$ 631,200	$ 175,889	$ 455,311	72.13%
21	Telephone	$ 7,929	$ 72,000	$ 8,735	$ 63,265	87.87%
22	Office Equipment Leases	$ 6,167	$ 15,500	$ 6,464	$ 9,036	58.29%
23	Project Well Lease	$ 25,000	$ 200,000	$ 25,000	$ 175,000	87.50%
24	Field Supplies-Equipment	$ 9,325	$ 204,000	$ 162,959	$ 41,041	20.12%
25	Uniforms	$ 2,805	$ 5,000	$ 3,514	$ 1,486	29.73%
26	Legal Services	$ 78,275	$ 507,000	$ 48,865	$ 458,135	90.36%
27	Professional Services	$ 4,043,921	$ 11,179,000	$ 4,073,286	$ 7,105,714	63.56%
28	LAFCO District Fees	$ 8,979	$ 18,000	$ 7,544	$ 10,456	58.09%
29	Bad Debt	$ (390)	$ 6,000	$ (779)	$ 6,779	112.98%
30	Collection Fee	$ 3,391	$ 7,000	$ 220	$ 6,780	96.86%
31	Special Projects Outreach	$ 2,244	$ 35,000	$ 11,044	$ 23,956	68.45%
32	Facilities Maintenance	$ 15,544	$ 123,000	$ 32,462	$ 90,538	73.61%
33	Land	$ 28,371	$ 4,525,000	$ -	$ 4,525,000	100.00%
34	Easements & ROW	$ -	$ -	$ 47,454	$ (47,454)	0.00%
35	Information Technology	$ 65,497	$ 224,000	$ 81,745	$ 142,255	63.51%
36	Licensed Contractors	$ 24,011,145	$ 27,640,000	$ 13,183,625	$ 14,456,375	52.30%
37	Vehicle Maintenance	$ 11,657	$ 41,000	$ 9,283	$ 31,717	77.36%
38	Vehicle Purchase	$ -	$ 45,000	$ -	$ 45,000	100.00%
39	Meters	$ 18,608	$ 50,000	$ 1,607	$ 48,393	96.79%
40	COW Reimb RWF O&M	$ 1,274,298	$ 3,000,000	$ -	$ 3,000,000	100.00%
41	Rebates	$ -	$ 180,000	$ 780	$ 179,220	99.57%
42	City Connection Water Charges	$ 455,711	$ 650,000	$ 234,529	$ 415,471	63.92%
43	Water Sampling	$ 14,400	$ 95,000	$ 64,027	$ 30,973	32.60%
44	DWR Loan Pmt-CDSProp13	$ 125,708	$ 251,415	$ 125,708	$ 125,707	50.00%
45	SWRCB Loan	$ -	$ 76,206	$ -	$ 76,206	100.00%
46	Bond Administrative Fee	$ 2,750	$ 12,000	$ 2,875	$ 9,125	76.04%
47	2015 Water Bond	$ 128,925	$ 1,138,350	$ 96,675	$ 1,041,675	91.51%
48	2016 Water Bond	$ 152,231	$ 805,713	$ 145,356	$ 660,357	81.96%
49	2023 COP	$ 378,381	$ 1,746,375	$ 873,188	$ 873,188	50.00%
	Expenditures Total:	**$ 32,309,491**	**$ 57,094,491**	**$ 20,837,057**	**$ 36,257,434**	**63.50%**
	REVENUES LESS EXPENDITURES	**$ (16,731,787)**	**$ (4,328,440)**	**$ 8,253,357**	**$ (12,581,797)**	

PAJARO VALLEY WATER MANAGEMENT AGENCY

BUDGET vs. ACTUAL

BY DEPARTMENT

2024-25FY as of December 31, 2024

#	Description	2024 One Year Prior Actual	2025 Budget	2025 Year To Date End Balance	Remaining YTD Budget (Over) Under Variance	% Var
	Revenue					
1	Management Fees	$ 369,968	$ 370,000	$ 367,216	$ 2,784	0.75%
2	Augmentation Charges	$ 7,831,756	$ 12,200,000	$ 9,034,346	$ 3,165,654	25.95%
3	Delivered Water Sales	$ 1,401,596	$ 1,900,000	$ 1,394,779	$ 505,221	26.59%
4	Grants & Loans	$ 4,837,139	$ 4,500,000	$ 14,904	$ 4,485,096	99.67%
5	Rental Income	$ 82,510	$ 71,781	$ 59,834	$ 11,947	16.64%
6	Interest Income	$ 984,036	$ 600,000	$ 326,937	$ 273,063	45.51%
7	Other Financing Revenue-Bond/WIFIA	$ -	$ 33,109,270	$ 17,856,793	$ 15,252,477	46.07%
8	Other Revenue	$ 70,700	$ 15,000	$ 35,606	$ (20,606)	-137.37%
	Revenue Total:	**$ 15,577,704**	**$ 52,766,051**	**$ 29,090,414**	**$ 23,675,637**	**44.87%**
	Expenditures					
9	Office Administration	$ 587,155	$ 1,550,140	$ 572,195	$ 977,945	63.09%
10	Board Support	$ 13,753	$ 121,801	$ 20,085	$ 101,716	83.51%
11	Education & Outreach	$ 63,829	$ 227,244	$ 81,712	$ 145,532	64.04%
12	Grant Administration	$ 45,956	$ 319,663	$ 74,763	$ 244,900	76.61%
13	Conservation	$ 142,093	$ 517,038	$ 57,936	$ 459,102	88.79%
14	BMP Network Improvements	$ 9,798	$ 2,216,399	$ 7,234	$ 2,209,165	0.00%
15	HS Recharge Facilities Optimization	$ 565,152	$ 4,969,050	$ 547,450	$ 4,421,600	88.98%
16	College Lake Project	$ 27,122,001	$ 31,388,862	$ 16,113,736	$ 15,275,126	48.66%
17	Loans & Bonds	$ 785,245	$ 4,018,059	$ 1,240,927	$ 2,777,132	69.12%
18	Harkins Slough Facility	$ 76,747	$ 375,282	$ 126,324	$ 248,958	66.34%
19	Coastal Distribution System	$ 672,077	$ 1,303,993	$ 421,585	$ 882,408	67.67%
20	Supplemental Water (In-Basin)	$ 178,153	$ 1,100,472	$ 231,488	$ 868,984	78.96%
21	Recycled Water Facility	$ 1,321,296	$ 3,253,750	$ 53,269	$ 3,200,481	98.36%
22	Metering Program	$ 198,466	$ 557,131	$ 191,415	$ 365,716	65.64%
23	College Lake WTP	$ -	$ 811,894	$ 239,967	$ 571,927	70.44%
24	Wats Slough & North Dunes Recharge	$ 296,507	$ 1,796,050	$ 546,180	$ 1,249,870	69.59%
27	Basin Modeling	$ 36,839	$ 180,347	$ 45,551	$ 134,796	74.74%
28	Basin Monitoring	$ 70,205	$ 296,629	$ 94,906	$ 201,723	68.01%
29	In-Basin Management Plan	$ 53,095	$ 820,176	$ 66,023	$ 754,153	91.95%
30	Regional Water Management Plan	$ 4,177	$ 1,010,245	$ 80,084	$ 930,161	92.07%
31	Out-of-Basin Funding	$ 57,893	$ 197,738	$ 20,114	$ 177,624	89.83%
32	In-Basin Funding	$ 9,053	$ 62,528	$ 4,113	$ 58,415	93.42%
	Expenditures Total:	$ 32,309,491	$ 57,094,491	$ 20,837,057	**$ 36,257,434**	**63.50%**
	REVENUES LESS EXPENDITURES	**$ (16,731,787)**	**$ (4,328,440)**	**$ 8,253,357**	**$ (12,581,797)**	

PV Water
Account Aging Report
Over 120 Days with Balances Exceeding $100
As of January 31, 2025

Account Holder	Bal Over 120 Days
022649-000_LARRY WILLIAM DELANEY	108.72
017759-000_JAY & LILLIAN LENAVITT WESTLIN	121.92
013439-000_PATRICIA PINO	131.84
025349-000_DMITRI GASKIN	133.98
024246-000_LORRIE & GEORGE TERKLA, TRUSTEES	134.31
024538-000_ESTHER S & DANIEL S CRUZ VASQUEZ	134.86
018074-000_FREDERICK & PAMELA L BLOXHAM	135.66
011918-000_MARY E GATES	135.96
012745-000_EDUARDO & MICHELLE E CARBAJAL	135.96
012885-000_CATHY LEE MEEHAN	135.96
012895-000_RYAN D & SHELBY L MAHARD LOVEJOY	135.96
014644-000_WILLIAM S COLBERT	135.96
015617-000_GEORGE M & ANNA R BORBA	135.96
016202-000_ROBERT LOVE	135.96
017031-000_KELVIN HILDEBRAND TR	135.96
017808-000_STEPHEN F & TIMOTHY SCOTT MELLO	135.96
018089-000_KIP D & ANDREA S WALLS	135.96
018180-000_SAM S NAGAI	135.96
018825-000_PHILLIP N & IDA O COBOS	135.96
019684-000_REMBERTO M & EVA RENTERIA	135.96
020782-000_JAMES I & SHELLY B TURCOTTE	135.96
022369-000_DEREK R FISCHER	135.96
022422-000_MITCHELL V KIMBEL & DARLENE HERNANDEZ	135.96
022464-000_KIRK STEVENS	135.96
022843-000_ARMANDO M RAMIREZ	135.96
023116-000_MARIO FORTINO	135.96
024104-000_MICHAEL G & KATHERINE M LEE	135.96
024625-000_ANDREW J WESTERMAN	135.96
024729-000_RODOLFO ARROYO	135.96
024774-000_MANUEL F & VIRGINIA E CUNHA	135.96
024908-000_STEVEN J & LAUREN S MCMULLEN	135.96
025093-000_ANTHONY GIOVANNI CAPURRO	135.96
025129-000_SPENCER WHITE	135.96
025252-000_ERIN TAINA POWER	135.96
025260-000_MELINDA KAYE THOMPSON	135.96
025261-000_AHMAD R PIRJABERI	135.96
025265-000_AMI KRISTEN FISHER	135.96
021713-000_JOSEFINA MENDOZA	135.99
024463-000_ROSA & HECTOR VEGA	135.99
018795-000_ELISA JANE SWENSON	136.08
024481-000_ANDREW S LARSEN	137.87
001369-000_SHANE GIBESON	138.00
018284-000_MARK D KNUTSON	138.00
024827-000_MARIA A RAMENO	139.78
025221-000_JOSE LUIS ZEPEDA ET AL ACEVES	139.78

Account Holder	Bal Over 120 Days
024347-002_DESIEYES BROTHERS LLC	147.98
025375-000_STEVEN MICHAEL LABARBERA	210.34
016957-000_RICHARD M HENRY	264.00
002341-000_FRANCISCA TR ET AL JACQUEZ	271.92
013019-000_DIANE ETHRINGTON	271.92
016216-000_HAJIME J ETOW	271.92
018188-000_KELVIN D & DIANE D HILDEBRAND	271.92
018858-000_LETICIA LUNA	271.92
020726-000_MASON D BUSSELL	271.92
025065-000_HERIBERTO E TORRES MORENO	271.92
025225-000_ENRIQUE & TERESA MELGOZA	271.92
020567-000_CLYDE W & JUANITA M HOLLAND	275.28
000345-001_KATHLEEN MARIE HARRAH	282.37
012936-000_ROBERT M SILVA	284.86
014119-000_DAVID P ALLEN TRUSTEE	284.86
015212-000_PHILLIP & SHEILA GATES	284.86
015286-000_ADRIAN M & LORITA OLSON	284.86
016155-000_JENNIFER NOEL MOLHO	284.86
017865-000_KIM KEESUK	284.86
018189-000_MARIE PALMIRA PIMENTEL	284.86
018523-000_EDWARD TURE SKJEFTE	284.86
018547-000_ROBERT H & CAROLINE M DAVIS TR	284.86
018871-000_ARMANDO P & MARY VIRGINIA MARTINEZ, TRS	284.86
019959-000_ROBERT & HILDA G FLORES	284.86
020516-000_CLYDE W & JUANITA M HOLLAND	284.86
020560-000_TIM R BOULERICE	284.86
020755-000_JOSE NAVARRO & CLAUDIA GARCIA	284.86
020789-000_KELLY E & JOSHUA C BALDWIN	284.86
021096-000_JAMES F & CHRISTA J JENNINGS	284.86
021620-000_MICHAEL K KRAM	284.86
021625-000_ESTATE OF WILLIAM LEACH	284.86
021740-000_JOSE GARCIA, ETAL	284.86
022370-000_RAFAEL S URIBE	284.86
022419-000_MARCIE J McKEARN	284.86
023134-000_CYNTHIA A ELLIS	284.86
023418-000_NAAMAN & BEVERLY L STARLING	284.86
024373-000_JOSE L BALLIN TRUSTEE	284.86
024430-000_ABIGAIL & GERARDO M CORTES	284.86
024516-000_EL RANCHO TRIPLE M LLC	284.86
024517-000_RUBEN & FAVIOLA GAMA-GUERRERO PONCE	284.86
024629-000_TERESA ANN HALL	284.86
024740-000_STEPHANI ANN DEMILLE	284.86
025209-000_ANDREW P & JESSICA A BARTHOLOW	284.86
025262-000_JAMES FERDINANO G & KELSEY L FRYN	284.86
025028-000_JUAN RINCON	344.04
018789-000_TOKU K & GREG M BECCIO TRUSTEE	355.49
020928-002_ROBERT REYNAGA & MARIA ROGELIA GUTIERREZ, TRUSTEES	384.75
023913-000_JENNIFER E JONES	391.52
025096-000_MICHAEL R BRAUTOVICH	399.26
024521-000_DAVID SASO & RAMIE S CLARK	407.88

Account Holder	Bal Over 120 Days
025270-000_RAYMOND LEE & ROSALIE M GARZA	407.88
024245-000_BERNICE TR CHUNG	409.80
018798-000_RAYMOND L & ROSALIE M GARZA	416.86
023378-000_RAYMOND L & ROSALIE M GARZA	416.86
024732-000_ERNIE R & YVONNE SILVA	543.84
024020-000_DANIEL DAVID TR GUERRERO	569.58
025201-000_DAVID THOMAS & TIMNA E HARPER	707.80
024845-000_GROW INDUSTRIES	730.42
000183-000_EUGENE DAVID SILVA	753.79
024881-000_COASTABELLA	797.50
002098-002_HUMBERTO SALCEDO. & HILDA MONTES MADRIZ	835.04
024615-000_MARIA REYES ORTIZ	929.35
024882-000_ELMO & CAMERON PEREZ	948.62
025406-001_650 HOWARD 2017 LLC	953.06
024800-000_HALLOW WAVE HOLDINGS LLC	1,342.36
024819-000_ROBERT SILVA	1,360.98
024339-001_GLADYS MIRELLA MONDRAGON	1,576.66
024954-000_JESUS MUNOZ	1,729.79
024485-001_EL RANCHO TRIPLE M LLC	1,950.99
000596-000_EUGENE DAVID SILVA	2,084.10
022832-000_GUILLERMO ALVARADO	2,152.38
002138-000_EUGENE DAVID SILVA	2,982.47
024485-000_EL RANCHO TRIPLE M LLC	3,889.06
023926-000_371 CALABASAS LLC	3,977.94
023877-000_SSJD NEW HERIZONS	4,697.23
000700-000_RODNEY DAVID SANFORD	5,585.62
002181-002_PEDRO R & ANGELICA H MEDINA	6,108.36
025266-000_SALAZAR ORGANIC FARMS	6,532.56
002098-001_HUMBERTO SALCEDO. & HILDA MONTES MADRIZ	7,378.29
024369-000_IGNACIO R & BERTHA CASTILLO MELGOZA	8,886.69
002098-000_HUMBERTO SALCEDO. & HILDA MONTES MADRIZ	10,836.09
024486-003_EL RANCHO TRIPLE M LLC	13,752.17
025310-000_AVINA ORGANIC FARMS	15,124.35
024486-000_EL RANCHO TRIPLE M LLC	23,546.47
024486-002_EL RANCHO TRIPLE M LLC	27,841.54
024486-001_EL RANCHO TRIPLE M LLC	31,703.98
002181-001_PEDRO R & ANGELICA H MEDINA	64,622.92
$	**280,224.34**

PAJARO VALLEY WATER MANAGEMENT AGENCY

Account Activity Report per Bank Statement

	Date	Deposits	Withdrawals	Balance
CLEARING ACCOUNT - Mechanics				
Beginning Balance	12/1/2024			$538,397
Cash Receipts		2,692		
Disbursements			6,763,432	
Transfers		6,638,724		
Bank Fees				
Ending Balance	12/31/2024			$416,381
GENERAL FUND10-MMA Mechanics				
Beginning Balance	12/1/2024			$1,732,587
Cash Receipts		59,697		
Transfers			14,040	
Interest Earned		6,980		
Bank Fees				
Ending Balance	12/31/2024			$1,785,223
GENERAL FUND 10 - LAIF				
Beginning Balance	12/1/2024			$2,368,184
Transfers				
Interest Earned				
Ending Balance	12/31/2024			$2,368,184
GENERAL FUND 20 - LAIF				
Beginning Balance	12/1/2024			$8,696,032
Transfers				
Interest Earned				
Ending Balance	12/31/2024			$8,696,032
SPECIAL REVENUE FUND 20-ACH Clearing Acct Mechanics				
Beginning Balance	12/1/2024			$0
Cash Receipts		4,308,672		
Sweep/Transfers			4,308,672	
Disbursments/ACH-Wire				
Bank Fees				
Ending Balance	12/31/2024			$0
SPECIAL REVENUE FUND 20-Operating Mechanics				
Beginning Balance	12/1/2024			$3,199,909
Cash Receipts		659,055		
Transfers			3,696,684	
Disbursments/ACH-Wire				
Bank Fees			2,916	
Interest Earned				
Ending Balance	12/31/2024			$159,364
SPECIAL REVENUE Fund 20 Cash Mgmt-FUND20MMN Mechanics				
Beginning Balance	12/1/2024			$5,698,479
Transfers		7,498,672	6,118,000	
Disbursments/ACH-Wire				
Bank Fees				
Interest Earned		26,517		
Ending Balance	12/31/2024			$7,105,668
Certificate of Deposit - DWR Loan Reserve Mechanics Fund 40				
Beginning Balance	12/1/2024			$275,228
Interest Earned		1,096.73		
Ending Balance	12/31/2024			$276,325
Certificate of Deposit - SRF-D1501023				
Beginning Balance	12/1/2024			$78,559
Transfers				
Interest Earned		2,860.36		
Ending Balance	12/31/2024			$81,419

Prior Month Ending Cash Balance:	Total Deposits:	Total Withdrawals:	Month End Cash Balance:
22,587,374	19,204,966	20,903,743	20,888,597
Cash Transfers	14,137,396	14,137,396	-
Actual Cash Receipts/Disbursements	5,067,570	6,766,348	

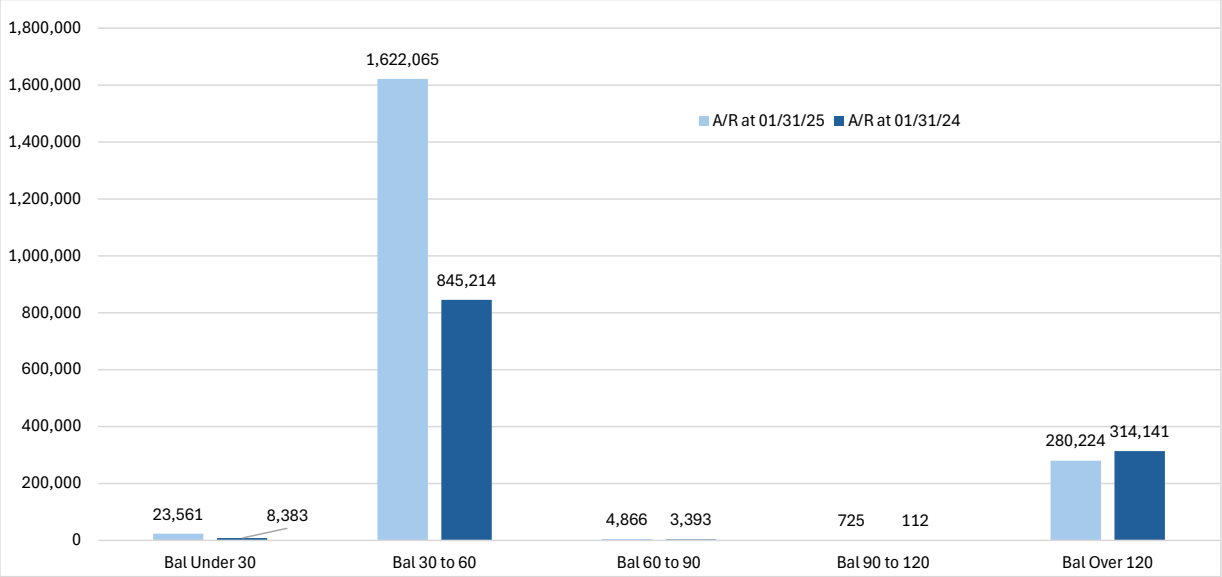
PAJARO VALLEY WATER MANAGEMENT AGENCY
INVESTMENT REPORT
ALL FUNDS
December 31, 2024

Description	Current Yield	Investment	% of Total Portfolio	Weighted Yield
Mechanics Clearing Account	0.00%	**$416,381**	1.99%	0.00%
General Fund 10				
Mechanics General Fund 10 Money Market Account	4.70%	1,785,223	8.55%	0.40%
Local Agency Investment Fund	4.71%	2,368,184	11.34%	0.53%
		$4,153,408		
Special Revenue Fund 20				
Mechanics Special Revenue Fund 20-ACH Clearing Account	0.00%	0	0.00%	0.00%
Mechanics Special Revenue Fund 20 Operating Account	0.00%	159,364	0.76%	0.00%
Mechanics Special Revenue Fund 20 Money Market Account	4.70%	7,105,668	34.02%	1.60%
Local Agency Investment Fund	4.71%	8,696,032	41.63%	1.96%
		$15,961,064		
Long Term Debt Fund 40				
Mechanics Certificate of Deposit DWR Loan Reserve	4.85%	$276,325	1.32%	0.06%
Mechanics Certificate of Deposit SRF-D1501023	4.85%	$81,419	0.39%	0.02%
		357,744		
	Total:	**$20,888,597**	**100.0%**	

Total Funds Reserved	357,744
Total Funds Invested	19,955,107
Total Funds Non-Interest Bearing	575,745
Total Funds	**$20,888,597**
Total Available Funds	20,530,853
Cash Reserve Policy Requirements (PV Water)	7,120,000
Surplus (Deficit) of Funds	**$13,410,853**

PV Water
Accounts Receivable Aging 3 Month Trend
As of 01/31/2025

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	1,931,441	23,561	1,622,065	4,866	725	280,224
Credits	(23,341)					
Total Accounts Receivable at 01/31/25	1,908,100					
Accounts Receivable before credits	1,171,243	8,383	845,214	3,393	112	314,141
Credits	(6,035)					
Total Accounts Receivable at 01/31/24	3,594,769					
Accounts Receivable before credits	3,853,776	3,467,721	13,505	1,201	162,889	208,460
Credits	(23,046)					
Total Accounts Receivable at 12/31/24	3,830,730					
Accounts Receivable before credits	1,060,985	65,728	1,237	776,685	2,144	215,191
Credits	(14,824)					
Total Accounts Receivable at 11/30/24	1,046,160					



Accounts Payable

Checks by Date - Detail by Check Date

User: Priscilla
Printed: 1/31/2025 9:56 AM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	A1250	AFLAC- FLEX ONE	01/10/2025	
	EE Deferrals	Monthly Fee		609.63
			Total for this ACH Check for Vendor A1250:	609.63
ACH	A300	ACWA/JPIA	01/10/2025	
	Inv0704930	EE PR Deferrals		34,865.16
			Total for this ACH Check for Vendor A300:	34,865.16
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	01/10/2025	
	EE Deferrals	EE PR Deferrals		5,200.00
			Total for this ACH Check for Vendor N125:	5,200.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	01/10/2025	
	EE Deferrals	ER/EE Retirement Contributions		11,106.78
	EE Retirement Contrib	EE PR Deferrals		2,151.93
			Total for this ACH Check for Vendor P1300:	13,258.71
ACH	P555	PVWMA-Cafeteria Account	01/10/2025	
	EE Deferrals	EE PR Deferrals		981.88
			Total for this ACH Check for Vendor P555:	981.88
ACH	Y130	YSI INCORPORATED. A XYLEM BRAND	01/10/2025	
	1113011	Engineer On-site 3 Day Service for 12/24		11,125.53
			Total for this ACH Check for Vendor Y130:	11,125.53
45766	A190	ACE HARDWARE OF WATSONVILLE INC	01/10/2025	
	66411	Field supplies for 11/8/24 - 12/19/24		112.50
			Total for Check Number 45766:	112.50
45767	A785	ACWA ASSOC. OF CA WATER AGENCIES JPIA	01/10/2025	
	2025-ANNUALDUES	Annual Agency Dues thru 1/31/2026		21,110.00
			Total for Check Number 45767:	21,110.00
45768	B195	BALANCE HYDROLOGICS, INC	01/10/2025	
	225177-1224	Watsonville Slough Gaging WSR-WY24-Billing thru 12/21/24		8,502.64
			Total for Check Number 45768:	8,502.64
45769	C106	CSDA CALIFORNIA SPECIAL DISTRICTS ASSOC.	01/10/2025	
	DEC.2024	CSDA Membership Renewal/Labor Law Poster for Jan. - Dec. 2025		9,573.00
			Total for Check Number 45769:	9,573.00
45770	C1580	SPECTRUM BUSINESS COMMUNICATIONS	01/10/2025	
	0124982122024	76 Holohan/Internet/Communication for 12/20 to 1/19/25		136.23
	0154296122324	36 Brennan Line & Internet Services for 12/23 to 1/22/25		662.29
			Total for Check Number 45770:	798.52

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45771	G330	GUTIERREZ CONSULTANTS, INC.	01/10/2025	
	1934	MBLRP Multi-Benefit Land Repurposing Grant 10/1 to 10/31/24		5,520.00
	1935	DWR Watershed Resilience Grant 10/1 to 10/31/24		690.00
	1941	MBLRP Multi-Benefit Land Repurposing Grant 11/1 to 11/31/24		2,967.00
	1942	DWR Watershed Resilience Grant 11/1 to 11/31/24		5,382.00
			Total for Check Number 45771:	14,559.00
45772	K89	KARAS TECHNICAL SERVICES	01/10/2025	
	15302	2500 Newsletter for 12/24		1,081.04
			Total for Check Number 45772:	1,081.04
45773	L180	LAND TRUST SANTA CRUZ COUNTY	01/10/2025	
	001	MLRP Grant Recipient Pass-Through for 1/25		856,651.45
			Total for Check Number 45773:	856,651.45
45774	M1010	MAGNOLIA GARDENING INC	01/10/2025	
	34241	36 Brennan Building Mo. Landscape Maint. for 12/24		100.00
	34414	76 Holohan Rd Mo. Landscape Maint. For 12/24		90.00
			Total for Check Number 45774:	190.00
45775	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	01/10/2025	
	241125042	Water Samples Surface - 56 for 11/24		1,332.00
	241205-073	Water Samples CDS for 12/5/24		1,610.00
	241212-087	Water Samples Surface for 12/12/24		2,361.00
			Total for Check Number 45775:	5,303.00
45776	O217	OFFICE AND HOME CLEANING SERVICES	01/10/2025	
	2718	76 Holohan Mo. Housekeeping for 12/24		600.00
	2719	36 Brennan Mo. Office housekeeping for 12/24		600.00
			Total for Check Number 45776:	1,200.00
45777	P1000	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	01/10/2025	
	3106999965	Postage Equipment Leasing Fee for 1/30/25 - 4/29/25		582.05
			Total for Check Number 45777:	582.05
45778	P1160	MIKE PODLECH	01/10/2025	
	2607	CL Fisheries Support Prof. Services for 12/1 to 12/31/24		675.00
			Total for Check Number 45778:	675.00
45779	P180	PENINSULA MESSENGER LLC	01/10/2025	
	1476234	Monthly RaboBank Courier for 12/24		139.00
			Total for Check Number 45779:	139.00
45780	P800	PG & E	01/10/2025	
	0688235687-3	Service at 76 Holohan Rd for 11/18 to 12/18/24		918.38
	2926809320-9	Service at 36 B Brennan St for 11/19 to 12/19/24		263.98
	3015753830-4	Electric Pump/2 homes/76 & 116 Holohan for 11/19 to 12/19/24		110.08
	3771390038-1	Service at Jensen Rd #3 for 11/16 to 12/17/24		34.42
	4291054495-8	Service at 475 San Andreas Rd for 11/18 to 12/18/24		1,216.11
	5290624576-7	Service at 2240 Beach Rd for11/16 to 12/17/24		13.66
	5916054391-0	Service at 187C San Andreas Rd for 11/18 to 12/18/24		2,203.13
			Total for Check Number 45780:	4,759.76
45781	S1405	SC FUELS INC	01/10/2025	
	0984473	Agency Vehicles Fuel for 12/16 - 12/17/24		132.47
			Total for Check Number 45781:	132.47

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45782	S1681	SHAMROCK OFFICE SOLUTIONS	01/10/2025	
	4261547-CAL	Upstairs /Cont#6839-01 Printer Usage/BW & Clr for 12/2/24 - 1/1/25		129.84
	4265968-CAL	76 Holohan/Cont. Printer Usage/BW & Clr for 12/2/24 - 1/1/25		17.50
			Total for Check Number 45782:	147.34
45783	S1732	SHERWIN-WILLIAMS	01/10/2025	
	1038-4	Holohan Field Office Stucco Repair Supplies for 12/24		95.72
	1089-3	Holohan Field Office Stucco Repair Supplies for 12/24		26.88
	1278-6	Holohan Field Office Stucco Repair Supplies for 12/24		128.09
	1461-8	Holohan Field Office Stucco Repair Supplies for 1/25		45.89
			Total for Check Number 45783:	296.58
45784	S1900	SOIL CONTROL LAB, INC.	01/10/2025	
	4110030	Soil Monitoring Lab for 12/24		1,350.00
			Total for Check Number 45784:	1,350.00
45785	S2875	STRATEGY DRIVER, INC	01/10/2025	
	1016	SDI Professional Services for 11/24		11,912.80
			Total for Check Number 45785:	11,912.80
45786	S876	SANTA CRUZ SENTINEL	01/10/2025	
	1578005	Daily Office Newspaper 26 wks 1/10/25 - 6/12/25		311.10
			Total for Check Number 45786:	311.10
45787	T345	THE HOME DEPOT CREDIT SERVICES	01/10/2025	
	3211695/2211819	Holohan Field Office Repair Stucco/CDS/Meter Shop Supplies for 12/24		404.65
			Total for Check Number 45787:	404.65
45788	U185	U.S. BANK EQUIPMENT FINANCE	01/10/2025	
	545082240	Contr#500-0626919 Upstairs Copier for 1/14 - 2/14/25		79.55
	546363755	Contr#500-0703068 76 Holohan Copier for 1/31 - 2/28/25		160.14
			Total for Check Number 45788:	239.69
45789	W400	CITY OF WATSONVILLE UTILITIES	01/10/2025	
	CUST#602389	Office Monthly Utilities for 11/12 - 12/10/24		176.34
			Total for Check Number 45789:	176.34
45790	W80	WAGEWORKS INC.	01/10/2025	
	INV3720929	Mo. Admin & Compliance Fee for 12/24		104.00
			Total for Check Number 45790:	104.00
			Total for 1/10/2025:	1,006,352.84
ACH	M2213	MOUNTAIN CASCADE, INC.	01/21/2025	
	91602-19	CL/Contr$44,989,854 Project#30-39-501 for 11/1/24 - 11/30/24		2,101,813.41
			Total for this ACH Check for Vendor M2213:	2,101,813.41
ACH	J301	JACOBS ENGINEERING GROUP INC.	01/21/2025	
	W8Y08701-018	CL Pipeline/Engineering Serv. During Const. for 9/28 - 10/25/24		104,862.98
	W8Y08701-019	CL Pipeline/Engineering Serv. During Const. for 10/26 - 11/24		58,166.45
			Total for this ACH Check for Vendor J301:	163,029.43

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	C1099	CAROLLO ENGINEERS INC	01/21/2025	
	FB59901	CL Integrated Res. Mgmt. Design (BMP) for 11/1/24 to 11/30/24		44,477.52
	FB61072	CL Integrated Res. Mgmt Design for 12/1/24 to 12/31/24		67,574.63
			Total for this ACH Check for Vendor C1099:	112,052.15
ACH	C571	CALIFORNIA BANK OF COMMERCE	01/21/2025	
	91602-19R	Escrow#1159045 Ret.CL Pro #30-39-501-for 11/1/24 - 11/30/24		110,621.76
			Total for this ACH Check for Vendor C571:	110,621.76
ACH	T111	TANNER PACIFIC, INC	01/21/2025	
	225-001	CL Const. Mgmt. Pipeline Proj#582301.07 & 08 thru 12/31/24		286,640.35
			Total for this ACH Check for Vendor T111:	286,640.35
			Total for 1/21/2025:	2,774,157.10
ACH	A1250	AFLAC- FLEX ONE	01/24/2025	
	EE Deferrals	EE PR Deferrals		609.63
			Total for this ACH Check for Vendor A1250:	609.63
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	01/24/2025	
	EE Deferrals	EE PR Deferrals		5,200.00
			Total for this ACH Check for Vendor N125:	5,200.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	01/24/2025	
	EE Deferrals	ER/EE Retirement Contributions		11,106.71
	EE Retirement Contrib	EE PR Deferrals		2,151.94
			Total for this ACH Check for Vendor P1300:	13,258.65
ACH	P555	PVWMA-Cafeteria Account	01/24/2025	
	EE Deferrals	EE PR Deferrals		981.88
			Total for this ACH Check for Vendor P555:	981.88
ACH	C1099	CAROLLO ENGINEERS INC	01/24/2025	
	FB61103	WSR & HSR System Projects Design thru 12/31/24		21,021.44
			Total for this ACH Check for Vendor C1099:	21,021.44
ACH	J301	JACOBS ENGINEERING GROUP INC.	01/24/2025	
	W8Y08701	CL Pipeline/Engineering Serv. During Const. for 11/23/24 - 12/27/24		13,274.03
			Total for this ACH Check for Vendor J301:	13,274.03
ACH	M1872	MICROSOFT	01/24/2025	
	E0400UU644	IT-Online Hydrology 365 Support for 12/17/24 - 1/16/25		12.50
			Total for this ACH Check for Vendor M1872:	12.50
ACH	M1875	MICROSOFT AZURE	01/24/2025	
	E0600UVNC2	IT-Support/Pay as You Go for 11/12/24 - 12/11/24		14.52
			Total for this ACH Check for Vendor M1875:	14.52
ACH	S2865	SWCA ENVIRONMENTAL CONSULT. INC.	01/24/2025	
	210931	CL Integrated Resources Mgmt Project for 12/1/24 - 12/31/24		9,859.27
			Total for this ACH Check for Vendor S2865:	9,859.27

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	Y130	YSI INCORPORATED. A XYLEM BRAND	01/24/2025	
	1111968	Cond. Calibrator Solution for 12/24		169.59
	1114387	Field Materials for 12/24		1,097.50
			Total for this ACH Check for Vendor Y130:	1,267.09
45791	A850	AVAYA FINANCIAL SERVICES.	01/24/2025	
	46290667	Phone/VM Lease Agreement for 1/1/25 - 1/31/25		435.12
			Total for Check Number 45791:	435.12
45792	A910	ATCHINSON,BARISONE,CONDOTTI	01/24/2025	
	34687	General & WSR Legal Matters for 12/1 - 12/31/24		8,326.10
	34688	General Legal Matters for 12/1 - 12/31/24		349.30
			Total for Check Number 45792:	8,675.40
45793	C107	CGC ROOFING INC	01/24/2025	
	1189	Roofing Maint/1189 W Beach Blend Well-2 for 1/25		550.00
	210	Roofing Maint/SanAndreas TTU-2 Recovery Well -10 for 1/25		400.00
	36	Remaining Bal. Roofing Maint/1189 W Beach Blend Well-2 for 1/25		8,300.00
			Total for Check Number 45793:	9,250.00
45794	C1780	CORRALITOS ELECTRIC SERVICE	01/24/2025	
	25006-1	Troubleshoot Well#62 "Lazaro Well" for 1/25		650.00
			Total for Check Number 45794:	650.00
45795	C240	CAPIO	01/24/2025	
	23032	Membership Renewal thru 2/11/25		425.00
			Total for Check Number 45795:	425.00
45796	F199	C.J. BROWN & COMPANY CPAS	01/24/2025	
	241279	Progress Billing on Audit for FS & Single Audit for 12/24		2,536.00
			Total for Check Number 45796:	2,536.00
45797	G195	GREENWASTE RECOVERY LLC	01/24/2025	
	ID#219557	76 Holohan Green Waste for 12/24	219557	134.95
			Total for Check Number 45797:	134.95
45798	G330	GUTIERREZ CONSULTANTS, INC.	01/24/2025	
	1950	DWR Watershed Resilience Grant for 12/1/24 to 12/31/24		1,794.00
	1951	MBLRP Multi-Benefit Land Repurposing Grant 12/1/24 to 12/31/24		1,725.00
			Total for Check Number 45798:	3,519.00
45799	M1050	MAGGIORA BROS. DRILLING INC.	01/24/2025	
	M25-005	HS Facility 2022 Recovery Well and Pump Project for 1/25		39,922.51
			Total for Check Number 45799:	39,922.51
45800	M1086	MILLER MAXFIELD, INC.	01/24/2025	
	1224PV	40th Anniv. Photos/Construction Team Updates/Mtgs Social Media for 12/24		1,443.75
			Total for Check Number 45800:	1,443.75
45801	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	01/24/2025	
	241212-086	Water Samples Surface for 12/12/24		1,454.00
	241212-088	Water Samples Surface for 12/12/24		1,710.00
	241212-089	Water Samples Surface for 12/16/24		439.00
	241212-104	Water Samples Surface - 56 for 12/12/24		1,332.00
	241217-091	Water Samples Surface for 12/17/24		374.00
			Total for Check Number 45801:	5,309.00

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45802	M1865	MONTGOMERY & ASSOCIATES INC	01/24/2025	
	9090-24-6B	Monitoring Network Expansion/Design for 12/1/24 to 12/31/24		3,634.50
	9090-24-6C	PV Water Blend Well #4/Domestic CM PM for 12/1/24 to 12/31/24		2,519.00
			Total for Check Number 45802:	6,153.50
45803	P500	PAJARO VALLEY LOCK SHOP LLC	01/24/2025	
	7374	Key Duplicates for Field Staff for 12/24		127.02
			Total for Check Number 45803:	127.02
45804	P800	PG & E	01/24/2025	
	1787734656-3	Service at 1859 Beach Rd/BW-2 for 12/7 to 1/7/25		1,978.08
	3771390038-1	Service at Jensen Rd #3 for 12/18 to 1/16/25		32.43
	5290624576-7	Service at 2240 Beach Rd for 12/18 to 1/16/25		22.85
	9214983032-2	Service at 1931 Beach rd/BW-1 for 12/7 to 1/7/25		2,948.83
	9218085363-9	Service at 162 San Andreas Rd/HSP Pump for 12/7 to 1/7/25		454.74
	9968544374-1	Service at 36 Brennan St for 12/7 to 1/7/25		1,077.03
			Total for Check Number 45804:	6,513.96
45805	R40	CARDMEMBER SERVICE	01/24/2025	
	DEC2024	Agency Credit Card Purchases		8,175.26
			Total for Check Number 45805:	8,175.26
45806	R605	ROTARY CLUB OF FREEDOM	01/24/2025	
	000200	Quarterly Dues-Lockwood Freedom Rotatry for Jan. - Mar. 2025		250.00
			Total for Check Number 45806:	250.00
45807	R999	CASH	01/24/2025	
	PETTY CASH	Agency Petty Cash Purchases		102.13
			Total for Check Number 45807:	102.13
45808	S1405	SC FUELS INC	01/24/2025	
	0991323	Agency Vehicle Fuel for 1/6 to 1/14/25		469.91
			Total for Check Number 45808:	469.91
45809	S2616	STEPHEN RIDER	01/24/2025	
	MILEAGE REIMB	ACWA Conference for 5/7 thru 5/9/24		214.66
	REIMB	Mileage Reimb/Conf. Jun.4-6 for 6/24		243.88
			Total for Check Number 45809:	458.54
45810	S905	SANTA CRUZ COUNTY PARKS	01/24/2025	
	2023-2024	APN#'s 05218119 & 05221129 for 7/1/23 - 6/30/24		34.00
	2024-2025	APN#'s 05218119 & 05221129 for 7/1/24 - 6/30/25		34.00
			Total for Check Number 45810:	68.00
45811	T328	TREE TOP WEB DESIGN INC	01/24/2025	
	4007	IT-Website Support Services/Pajaro River Watershed for 1/25		185.00
			Total for Check Number 45811:	185.00
45812	T345	THE HOME DEPOT CREDIT SERVICES	01/24/2025	
	9193894-4516347	Field Supplies/Equip. for 12/24		251.24
			Total for Check Number 45812:	251.24
45813	U185	U.S. BANK EQUIPMENT FINANCE	01/24/2025	
	546979410	Contr#500-0592136 36 Brennan Copier for 2/10/25 to 3/10/25		208.57
			Total for Check Number 45813:	208.57

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
45814	V369	VERIZON WIRELESS	01/24/2025	
	6102462548	Agency Personnel Cell Phones & Equip. for 12/2 - 1/1/25		477.11
			Total for Check Number 45814:	477.11
45815	W400	CITY OF WATSONVILLE UTILITIES	01/24/2025	
	#100533/OPERATI	Operational Water Treatment Plant for 4/1 thru 6/30/24		132,415.03
			Total for Check Number 45815:	132,415.03
45816	Z100	ZAG TECHNICAL SERVICES, INC.	01/24/2025	
	151847	IT-Billable/Regular Support Agreement for 1/25		500.00
			Total for Check Number 45816:	500.00
			Total for 1/24/2025:	294,155.01
ACH	T359	THE STANDARD INSURANCE COMPANY	01/27/2025	
	00-649299-0087	Long Term Disability Benefits		577.66
			Total for this ACH Check for Vendor T359:	577.66
			Total for 1/27/2025:	577.66
45817	R781	ROTO ROOTER SERVICES CO.	01/28/2025	
	19326298550	Front Broken Pipe Repair for 10/24		2,500.00
			Total for Check Number 45817:	2,500.00
			Total for 1/28/2025:	2,500.00
			Report Total (74 checks):	4,077,742.61