PAJARO VALLEY WATER MANAGEMENT AGENCY

36 BRENNAN STREET • WATSONVILLE, CA. 95076
TEL: 831) 722-9292 FAX: 831) 722-3139
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ADMINISTRATION & FINANCE COMMITTEE MEETING
PV Water, 36 Brennan Street, Watsonville
Tuesday, May 6, 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 April 1, 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 Amendments to Agreements with Carollo Engineers, Inc., and Jacobs Engineering Group, Inc., for College Lake Integrated Resources Management Project Construction Management & Inspection Services in Amounts Not to Exceed $390,298 and $103,400, Respectively

6. Consider Agreement with ZAG Technical Services, Inc., for Information Technology Professional Support Services from July 1, 2025, through June 30, 2027, in an amount not to exceed $200,000

7. Consider Final Budget for Fiscal Year Ending June 30, 2026
   i. Introduction by staff
   ii. Questions from Committee
   iii. Public comment
   iv. Committee discussion and deliberation
   v. Committee action

8. Consider Accepting Quarterly Reports
   a. Contract Commitments
   b. Budget vs Actual

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.

c. Quarterly Billing Summary
d. Account Aging Over 120 Days with Balances Exceeding $100
    i. Introduction
    ii. Questions from Committee
    iii. Public comment
    iv. Committee discussion and deliberation
    v. Committee action

9. Financial Reports
    a. Bank Activity
    b. Investment Earnings
        i. Introduction by staff
        ii. Questions from Committee
        iii. Public comment
        iv. Committee discussion and deliberation
        v. Committee action

10. Consider Accepting Cash Flow Reports
    a. Accounts Receivable: Aging
    b. Accounts Payable: Checks By Date
        i. Introduction by staff
        ii. Questions from Committee
        iii. Public comment
        iv. Committee discussion and deliberation
        v. Committee action

11. Discuss future agenda items and next meeting date – Tuesday, June 10, 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, April 1, 2025, 3:00 p.m. PV Water, 36 Brennan Street, Watsonville

Director Culbertson called the meeting to order at 3:00 p.m.

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

   Committee Members Present: Bob Culbertson (Chair), Amy Newell (Vice Chair)
   Committee Members Absent: Stephen Rider (Excused)
   Staff Present: Brian Lockwood, General Manager (GM), Nancy Trevino (FASM), Priscilla Sanchez (FA), Asia Valdivia (EA/BS)
   Others Present:

2. **Director Comments:** None

3. **Public Comments:** None

4. **Consider Approval of March 11, 2025, Administration & Finance Committee Meeting Minutes:**
   Action: Director Newell moved to approve the March 11, 2025, meeting minutes; seconded by Director Culbertson.

   The motion carried following vote:

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

5. **Consider Preliminary Budget for Fiscal Year Ending June 30, 2026:**
   GM Lockwood presented the proposed preliminary budget for the fiscal year ending June 30, 2026 (FY25-26). Budgeted revenue of $25 million compared to budgeted expenditures of $37 million is expected to result in a budget deficit of $11 million. The deficit would be covered by funds in PV Water's bank accounts. Professional Services is the largest budgeted expense category. Construction of the College Lake Project will be completed in FY25-26 and will go into operation immediately thereafter. GM Lockwood spoke of capital projects related to the Recycled Water Facility, SCADA, the Sloughs Projects, and Basin Monitoring Improvements. GM Lockwood spoke about the replacement of several valves on the Coastal Distribution System, as part of facilities maintenance over the next 3-5 years. "Chemicals" are a newly budgeted

expense in FY25-26 due to the College Lake Facility becoming operational. Also in the budget are funds allocated for a rate-setting study. Director Culbertson asked about the year-over-year change in debt financing proceeds to which FASM Trevino explained PV Water's use of WIFIA funding for the College Lake Project and the WSS-MARR Project. Director Culbertson asked what is included in the Rental & Other Revenue category to which GM Lockwood and FASM Trevino responded that PV Water collects rent for leased property used for agriculture and rental income from a residence.

Action: Director Newell moved to recommend the Board approve the Preliminary Budget for Fiscal Year Ending June 30, 2026; seconded by Director Culbertson.

The motion carried following vote:

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

6. **Consider Accepting Financial Reports:**
FASM Trevino reported PV Water's cash position as of February 28, 2025, with a balance of just over $25 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**

7. **Consider Accepting Cash Flow Reports:**
FASM Trevino presented the Accounts Payable Report for March, 2025, and noted the Accounts Receivable Aging Report was not available due to the meeting occurring on April 1, but would be included in the April 16, 2025 Board packet . Ms. Trevino also reported significant gains made with delinquent customers who have recently either completely paid off or significantly paid down balances owed. Ms. Trevino reported on check and ACH payments issued in March. Roundtable discussion ensued.

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**

8. **Discuss Future Agenda Items and Next Meeting Date:** Staff presented the following future agenda item: a ribbon cutting for the completion of the College Lake Project and an updated Cash Reserve Policy. The next regular meeting date is set for Tuesday, May 6, 2025, at 3:00 p.m.

   Adjournment: 3:55 p.m.

MEMORANDUM

DATE: May 2, 2025
MEETING OF: May 6, 2025
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 5:** Consider Amendments to Agreements with Carollo Engineers, Inc., and Jacobs Engineering Group, Inc., for College Lake Integrated Resources Management Project Engineering Services in Amounts Not to Exceed $390,298 and $103,400, Respectively

INTRODUCTION

The College Lake Integrated Resources Management Project (College Lake Project or Project) is a critical water supply project that was recommended for implementation by the Ad Hoc Basin Management Plan Committee as documented in the 2014 Basin Management Plan Update. On February 1, 2023, the PV Water Board of Directors (Board) adopted Resolution 2023-02 Approving Plans and Specifications and Awarding Contracts to Mountain Cascade, Inc. (MCI) for the Water Treatment Plant and Intake Facilities Project, Project No. 30-39-501, and the College Lake Pipeline Project, Project No. 30-39-502, in an amount not to exceed a total of $75,566,880, which includes a 10% allowance for change orders. During that same meeting, the Board approved agreements for construction management and construction inspection services, environmental compliance & monitoring services, and agreements with Carollo Engineers, Inc. (Carollo), and Jacobs Engineering Group, Inc. (Jacobs), for engineering services during construction.

DISCUSSION

As was discussed in depth during the November 18, 2024, Board meeting, completion of the College Lake Project has been delayed for numerous reasons. While the substantial completion date of the project, November 1, 2024, has not yet been formally changed, the Construction Manager (CM) anticipates that the date will be pushed into the spring. The CM and the contractor have been negotiating details of a Time Impact Analysis (TIA) the contractor submitted, and the CM continues to evaluate a series of its own "what if" scenarios, to determine the number of additional workdays the contractor will receive. The CM is working with the contractor to ensure that the Project will be operational in June 2025, even if the contractor does not achieve final completion until later in the summer.

Carollo – Amendment No. 2

Amendment No. 2 to the agreement with Carollo provides additional budget in an amount not to exceed $390,298 for three existing tasks and budget for one new task (Task 10), as summarized below and detailed on the attached scope of work. The amendment includes a deduction of $22,084 associated with PCO 118 for which Carollo has agreed to compensate PV Water.

- Task 2. Project Administration and Controls: $24,379
- Task 3. Submittal Review: $184,070
- Task 4. Design Clarifications / Requests for Information: $110,670

- Task 10. Supplemental Well No. 3 Design: $93,263

Jacobs – Amendment No. 4

Amendment No.4 to the agreement with Jacobs provides additional budget for a single task as summarized below and detailed on the attached scope of work.

- Task 6. Construction Contract Design Change: $103,400

FISCAL IMPACT

The fiscal impact of the two proposed amendments is $493,698.

- Amendment No. 2 with Carollo is in an amount not to exceed $390,298. If approved, the total value of Carollo's agreement, dating back to August 20, 2020, would be $5,451,337.
- Amendment No. 4 with Jacobs is in an amount not to exceed $103,400. If approved, the total value of Carollo's agreement, dating back to August 20, 2020, would be $2,807,079.

STAFF RECOMMENDATION

The Administration & Finance Committee review the proposed amendments to the agreements with Carollo and Jacobs and consider recommending that the Board approve them.

ATTACHMENTS

- Second amendment to the agreement with Carollo Engineers, Inc.
- Fourth amendment to the agreement with Jacobs Engineering Group, Inc.

SECOND AMENDMENT TO AGREEMENT FOR

PV WATER'S

COLLEGE LAKE INTEGRATED RESOURCES MANAGEMENT PROJECT

WATER TREATMENT PLANT AND INTAKE FACILITIES PROJECT

DESIGN, BID PERIOD SERVICES, DESIGN MODIFICAITONS, AND

ENGINEERING SERVICES DURING CONSTRUCTION

THIS SECOND AMENDMENT, effective **May 21, 2025** ("Second Amendment") to the Agreement ("Agreement") dated **August 20, 2020,** is made by and between the Pajaro Valley Water Management Agency, a state-chartered water management district ("PV Water") and Carollo Engineers, Inc., a corporation licensed to do business in the State of California ("Consultant").

RECITALS

WHEREAS, PV Water and Consultant previously entered into the original Agreement dated August 20, 2020, in an amount not to exceed of $2,785,739, for professional engineering services related to carrying out PV Water's College Lake Integrated Resources Management Project Design and Bid Period Services ("Project"), which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant agreed upon the First Amendment to the Agreement, dated February 1, 2023, to: 1) supplement the original scope of work to add the tasks described within the First Amendment, in an amount not to exceed $2,275,300, and 2) extend the term end date through June 30, 2025, which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant desire to enter into this Second Amendment to the Agreement to: 1) supplement the original scope of work to add Engineering Services During Construction for the Project and design services for Supplemental Well No.3, in an amount not to exceed $390,298, and 2) extend the term end date through December 31, 2025, as further specified herein.

AGREEMENT

NOW, THEREFORE, it is agreed between PV Water and Consultant to incorporate the above Recitals hereto, and that the Agreement is hereby amended as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

   "Term of Agreement. This Agreement shall be effective on **August 20, 2020,** and terminate on **December 31, 2025**, unless terminated sooner pursuant to the terms of this Agreement."

2. Section 2 of the Agreement is hereby amended to read as follows:

   "Work. Consultant will furnish services as defined and described in Exhibits A,B,C, and D incorporated herein. Consultant represents and warrants that it: (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."

Exhibit C is attached and incorporated into this Second Amendment, and as such is attached and incorporated into the Agreement. The parties hereby agree that Consultant's services as defined in Exhibit C will be at a cost not to exceed $390,298, and that these services shall take approximately six months for Consultant to complete. The total not to exceed amount of the original Agreement ($2,785,739), the First Amendment ($2,275,300) and the Second Amendment ($390,298), will collectively be a cost not to exceed $5,451,337.

Notwithstanding these amended terms, all other terms and conditions of the original Agreement, and attachments thereto, shall remain in full force and effect. The terms of this Second Amendment shall control should any terms conflict.

Each party acknowledges that it has reviewed this Second Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Second Amendment.

The parties may execute this Second Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

The signatories and authorized representatives (defined below) to this Second Amendment warrant and represent that each is authorized to execute this Second Amendment, and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Second Amendment.

IN WITNESS WHEREOF, PV Water and the Consultant have executed this Second Amendment as of the dates shown above.

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____ Date: _____

Brian Lockwood, General Manager

CAROLLO ENGINEERS, INC.

By: _____ Date: _____

Paul Friedlander, Project Manager and Associate Vice President

By: _____ Date: _____

Richard Gutierrez, Project Manager and Associate Vice President

Approved As To Form:

By: _____ Date: _____

Anthony Condotti PV Water General Counsel

Exhibit C

SECOND AMENDMENT TO AGREEMENT FOR

PAJARO VALLEY WATER MANAGEMENT AGENCY (PV WATER)

COLLEGE LAKE INTEGRATED RESOURCES MANAGEMENT PROJECT

WATER TREATMENT PLANT AND INTAKE FACILITIES PROJECT

DESIGN, BID PERIOD SERVICES, DESIGN MODIFICATIONS, AND ENGINEERING SERVICES DURING CONSTRUCTION

PURPOSE

The purpose of this document is to define Carollo Engineer's (ENGINEER's) scope of services and time of completion. The services provided by ENGINEER shall be generally defined as engineering services during construction (ESDC) for the Project and design services for Supplemental Well No.3. The scope of services is based on a total construction period of 850 calendar days from CONTRACTOR's notice to proceed until final project acceptance plus 365 days for project warranty services (approximately 40 months).This duration is approximately 6 months longer than the original date noted in the first amendment.

The scope of work includes modifications or addition of the following tasks:

- Task 2 – ESDC Project Administration and Controls
- Task 3 – Submittal Review
- Task 4 – Design Clarifications and Requests for Information
- Task 10 – Supplemental well No.3 Design

TASK 2 – ESDC PROJECT ADMINISTRATION AND CONTROLS

The purpose of this task is to provide management and oversight of the ENGINEER's team in its execution of the work, and ongoing communication and coordination with OWNER, construction manager (CM), and other parties.

Task 2.5 – Extended Project Management Associated with Construction Delays

ENGINEER will coordinate with PV Water and construction management staff, and manage budget and prepare monthly project progress reports to summarize the project work progress, issues, and scope and budget status. Monthly progress reports will include:

- **Scope Report** - A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, and work scheduled for the next reporting period.
- **Cost Report** - A report that shows the current period and accumulated expenditures to date, and the approved not to exceed fee. The cost information will not be more than one month old and include allowance for unbilled costs. The cost report will include a separate accounting and detail of expenditures for any approved additional services.
- **Construction Progress Meetings –** ENGINEER will continue to attend construction progress meetings.

Assumptions

- The duration of services is extended for 6 additional months for a total of 40 months which covers through Task 9 – Project Closeout and Warranty Assistance

- Monthly reports will be submitted approximately two weeks following the month, to allow time to process invoicing for the services performed

Deliverables

- 6 additional monthly reports

TASK 3 – SUBMITTAL REVIEW

Task 3.2 – Additional Submittal Review

The original scope had estimated that approximately 370 original submittals and equipment operation and maintenance manuals would be submitted by the CONTRACTOR, requiring approximately 3,400 hours of ENGINEER's effort, including review of the first resubmittal for fifty (50) percent of the original submittals, and second resubmittal for twenty-five (25) percent of the original submittals. This equates to approximately 650 total submittals. To date approximately 800 total submittals have been received or approximately 25% more than were anticipated. There are approximately 20 more outstanding submittals still remaining to be reviewed.

ENGINEER shall receive and log these additional submittals, shop drawings and samples provided from the OWNER's construction manager. The CM shall screen all submittals for form and general content conforming to that specified in the Contract Documents prior to transmitting them to ENGINEER. ENGINEER shall then review, comment on and forward review comments to the CM. Review by ENGINEER will determine whether equipment and materials proposed by the CONTRACTOR will meet the design intent of the Project and the requirements stipulated in the Contract Documents.

ENGINEER will provide review comments for each transmitted submittal in either a summary written response or by written comments directly on each copy of the submittal to the CM. ENGINEER will endeavor to complete review of submittal, provide comments and transmit package to the CM within fourteen (14) calendar days after receipt of each submittal in the ENGINEER's inbox. If the review cannot be performed within this fourteen (14) day calendar period, ENGINEER shall notify the CM.

ENGINEER's review is not intended as acceptance of the Work if submittals deviate from the Contract Documents or contain errors, omissions, or inconsistencies, nor is the review intended to relieve CONTRACTOR of his full responsibility for performance as required by the Contract Documents, nor is the review intended to ensure or guarantee lack of errors, omissions or inconsistencies between the submittals and the Contract Documents.

Assumptions

- It is estimated that approximately 170 total submittals will be reviewed under this task in addition to the 650 submittals budgeted under Task 3.1.

Deliverables

- Submittal review transmittals for all reviewed submittals.

TASK 4 – DESIGN CLARIFICATIONS/REQUESTS FOR INFORMATION

Task 4.2 – Additional Design Clarifications/Requestions for Information

The original scope estimated that the CONTRACTOR would issue approximately 200 formal RFI's in excess of those requiring specialty consultation, and the ENGINEER will require an average of four (4) hours per request. To date, 292 formal RFI's have been received requiring approximately 50% more effort than originally anticipated.

ENGINEER will respond to the CONTRACTOR's requests for information (RFI) and provide clarifications of the Contract Documents. The CM will screen the RFI's submitted by the CONTRACTOR and will transmit for review to ENGINEER only those RFI's which require a response by ENGINEER. RFI's which require a response by the ENGINEER are defined as those RFI's which cannot be resolved through a close and thorough examination of the Contract Documents, or for which an interpretation may represent a material change in the design or operational intent of the facility. The work will involve both written responses to formal requests for information, and informal verbal (telephone) responses.

ENGINEER will endeavor to provide written responses to the OWNER within seven (7) calendar days after receipt of each submittal in the ENGINEER's inbox. If the review cannot be performed within this seven (7) day calendar period, ENGINEER shall notify the CM.

Assumptions

- It is estimated that the CONTRACTOR will issue approximately 100 additional formal RFI's in excess of those originally budgeted under Task 4.1., and the ENGINEER will require an average of four (4) hours per request for a total of 400 hours associated with this task.

Deliverables

- RFI responses.

TASK 10 – SUPPLEMENTAL WELL NO.3 DESIGN

Perform mechanical and electrical design for Supplemental Well No.3 and produce plans and specifications incorporating Supplemental Well No.3 into the College Lake Integrated Resources Management Project Water Treatment Plant and Intake Facilities construction documents. New drawings include the following.

New Drawings:

- Supplemental Well 3 - Plan, Sections, and Details
- Supplemental Well 3 Control Schematics
- Supplemental Well 3 P&ID
- Site Electrical Plan
- Low Voltage Switchboard Elevation Modification
- Low Voltage Switchboard One-line Diagram
- Photos of Switchboard Modifications
- Electrical Conduit and Wiring Schedules
- Power and Control Plan for Electrical Room and Warehouse
- Power and Control Plan for Supplemental Well No.3
- Grounding Plan

Assumptions

- One 8-hour site visit and onsite meeting by electrical engineer and project manager will be conducted.

Deliverables

- Supplemental Well 3 final design incorporated into Contract Documents as a Change Order.

SCHEDULE

ENGINEER shall complete work defined herein within forty (40) months of CONTRACTOR's Notice to Proceed. The compensation set forth herein is directly linked to the schedule. If the schedule for any of the tasks is exceeded by the OWNER or CONTRACTOR, additional compensation for the engineering services may be required.

BUDGET

Table 1 provides an estimated breakdown of hours per task. Compensation for this Amendment No.2 shall not exceed a cost ceiling of $390,298 for Tasks 2 through 10, without amendment of this scope of services. This includes a deduction of $22,084 associated with PCO 118 which ENGINEER has agreed to compensate PV Water for.

ENGINEER shall submit monthly invoices to OWNER based on ENGINEER's actual labor and expenses accrued each month.

Exhibit D

ESTIMATED ENGINEERING HOURS AND COSTS
PV Water
College Lake Integrated Resources Project
Engineering Services During Construction
Amendment No.2

carollo
Engineers...Working Wonders With Water®

TASK	Subtotals		PECE	OTHER DIRECT COSTS			COST SUMMARY	
	Hours	Budget	$15.60	Sub-consultant Markup 5%	Misc. Costs and Printing	Travel $/mi $0.655	Total ODCs	Total Cost
	15	16	17	20	21	22	23	24
TASK 2 - ESDC PROJECT ADMINISTATION AND CONTROLS								
2.5 Extended Project Management Associated with Construction Delays	72	$23,256	$1,123	$0	$0	$0	$1,123	$24,379
Task 2 Hours	72							
Task 2 Budget		**$23,256**	**$1,123**	**$0**	**$0**	**$0**	**$1,123**	**$24,379**
TASK 3 - SUBMITTAL REVIEW								
3.2 Additional Submittal Review	680	$173,462	$10,608	$0	$0	$0	$10,608	$184,070
Task 3 Hours	680							
Task 3 Budget		**$173,462**	**$10,608**	**$0**	**$0**	**$0**	**$10,608**	**$184,070**
TASK 4 - DESIGN CLARIFICATIONS/REQUESTS FOR INFORMATION								
4.2 Additional Design Clarifications/Requests for Information	400	$104,430	$6,240	$0	$0	$0	$6,240	$110,670
Task 4 Hours	400							
Task 4 Budget		**$104,430**	**$6,240**	**$0**	**$0**	**$0**	**$6,240**	**$110,670**
TASK 10 - SUPPLEMENTAL WELL NO.3 DESIGN								
10.1 Supplemental Well No.3 Design	392	$85,148	$6,115	$0	$0	$2,000	$8,115	$93,263
Task 10 Hours	392							
Task 10 Budget		**$85,148**	**$6,115**	**$0**	**$0**	**$2,000**	**$8,115**	**$93,263**
Tasks 1-10 Total Budget	**1544**	**$386,296**	**$24,086**	**$0**	**$0**	**$2,000**	**$26,086**	**$412,382**
							PCO 118 Deduction	**$22,084**
							TOTAL REQUESTED AMENDMENT NO.2	**$390,298**

FOURTH AMENDMENT TO AGREEMENT FOR

PV WATER'S

COLLEGE LAKE INTEGRATED RESOURCES MANAGEMENT PROJECT

TREATED WATER PIPELINE PROJECT

DESIGN, BID PERIOD SERVICES, AND

ENGINEERING SERVICES DURING CONSTRUCTION

THIS FOURTH AMENDMENT, effective **May 21, 2025** ("Fourth Amendment") to the Agreement ("Agreement") dated **August 20, 2020,** is made by and between the Pajaro Valley Water Management Agency, a state-chartered water management district ("PV Water") and Jacobs Engineering Group, Inc., a corporation licensed to do business in the State of California ("Consultant").

RECITALS

WHEREAS, PV Water and Consultant previously entered into the original Agreement ("Agreement") dated August 20, 2020, in an amount not to exceed of $1,390,025, for professional engineering and related to carrying out PV Water's College Lake Integrated Resources Management Project Design and Bid Period Service ("Project"), which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant agreed upon the First Amendment to the Agreement, dated June 16, 2022 to: 1) supplement the original scope of work to add the tasks described in Amendment No. 1, in an amount not to exceed $377,300, and to 2) extend the term end date through June 30, 2023, which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant agreed upon the Second Amendment to the Agreement to 1) supplement the original scope of work to add Engineering Services During Construction, in an amount not to exceed $760,674, and 2) extend the term end date through June 30, 2025, which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant agreed upon the Third Amendment to the Agreement to supplement the original scope of work to add funding for the Salsipuedes Creek Subsidence Remediation Project, in an amount not to exceed $175,680, which is incorporated herein by this reference; and

WHEREAS, PV Water and Consultant desire to enter into this Fourth Amendment to the Agreement to: 1) augment the Engineering Services budget for the College Lake Pipeline Project (Project) to close out the Project with the Construction Manager (Tanner Pacific, Inc.) and Contractor (Mountain Cascade Inc.), in an amount not to exceed $103,400, 2) extend the term end date through October 31, 2025, as further specified herein.

AGREEMENT

NOW, THEREFORE, it is agreed between PV Water and Consultant to incorporate the above Recitals hereto, and that the Agreement is hereby amended as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

"Term of Agreement. This Agreement shall be effective on **August 20, 2020** and terminate on **October 31, 2025**, unless terminated sooner pursuant to the terms of this Agreement."

2. Section 2 of the Agreement is hereby amended to read as follows:

"Work. Consultant will furnish services as defined and described in Exhibits A, B, C, D, and E incorporated herein. Consultant represents and warrants that it: (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."

Exhibit E is attached and incorporated into this Fourth Amendment, and as such is attached and incorporated into the Agreement. The parties hereby agree that Consultant's services as defined in Exhibit E will be at a cost not to exceed $103,400, and that these services shall take approximately 6 months for Consultant to complete. The total not to exceed amount of the original Agreement ($1,390,025), the First Amendment ($377,300), the Second Amendment ($760,674), the Third Amendment ($175,680), and the Fourth Amendment will collectively be a cost not to exceed $2,807,079.

Notwithstanding these amended terms, all other terms and conditions of the original Agreement and attachments thereto, shall remain in full force and effect. The terms of this Third Amendment shall control should any terms conflict.

Each party acknowledges that it has reviewed this Fourth Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Fourth Amendment.

The parties may execute this Fourth Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

The signatories and authorized representatives (defined below) to this Fourth Amendment warrant and represent that each is authorized to execute this Fourth Amendment, and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Fourth Amendment.

IN WITNESS WHEREOF, PV Water and the Consultant have executed this Fourth Amendment effective as of the date shown above.

PAJARO VALLEY WATER MANAGEMENT AGENCY

By: _____ Date: _____

Brian Lockwood, General Manager

JACOBS ENGINEERING GROUP, INC.

By: _____ Date: _____

Mia Lindsey, Designated Project Executive

Approved As To Form:

By: _____ Date: _____

Anthony Condotti, PV Water General Counsel

DRAFT 04/15/2025

Exhibit A-4: Pajaro Valley Water Management Agency Engineering Services for the College Lake Pipeline – Closeout Project
Jacobs Engineering Group Inc. Scope of Services

Jacobs Engineering Group, Inc. (Jacobs) at the request of Pajaro Valley Water Management Agency (PV Water) is proposing to execute the following scope of services under the Consultant Agreement for Professional Engineering Services between PV Water and Jacobs. This request is in addition to the Consultant Agreement between PV Water and Jacobs, dated August 20, 2020, for the Final Design, Second Amendment, dated February 1, 2023, and Third Amendment, dated September 18, 2024 for Services During Construction for the College Lake Pipeline.

Scope of Services

The following scope of services will be performed by Jacobs, unless otherwise noted, for the Engineering Services for the College Lake Pipeline Project (Project) to assist PV Water, as requested, to close out the Project with the Construction Manager (Tanner Pacific Inc.) and Contractor (Mountain Cascade Inc.).

Task 6 Construction Contract Design Change

This task includes assisting PV Water in reviewing the change orders on the Project, specifically modifications/issues for Salsipuedes Creek construction, along with review of field orders, contractors schedule, payments, and as requested by PV Water to close out the Project. The estimated fees would be added to this task item.

Schedule

Execution of the scope of services in Amendment 2 dated February 1, 2023 is through June 30, 2025. The scope of services in this Amendment is proposed through the current end date of June 30, 2025 aligning with the construction project closeout completion.

Exclusions

This amendment does not include any work associated with arbitration or litigation between PV Water and other parties.

DRAFT

Professional Fee Estimate

Estimated fees for professional services and expenses are provided in Table 2. Estimated hours are provided in Table 3.

TABLE 2
Fee Summary by Month

TASK 6 CONSTRUCTION CONTRACT DESIGN CHANGE		FEE ($)
January 2025		$15,500
February 2025		$20,500
March 2025		$7,400
April 2025		$20,000
May 2025		$20,000
June 2025		$20,000
	Total	$103,400

TABLE 3
Hours Summary

Title	Hours
Project Manager	160
Senior Consultant	40
Engineer	160
Total	360

MEMORANDUM

DATE: May 2, 2025
MEETING OF: May 6, 2025
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 6:** Consider Agreement with ZAG Technical Services, Inc., for Information Technology Professional Support Services from July 1, 2025, through June 30, 2027, in an amount not to exceed $200,000

DISCUSSION

Information Technology (IT) is the backbone of PV Water. IT is responsible for creating, editing, storing, backing up, and protecting data. Maintaining a secure, efficient, and reliable IT program is of the utmost importance to PV Water's operations. ZAG Technical Services (ZAG) has been providing support to keep PV Water's IT systems (firewalls, servers, computers, remote connections, etc.) running securely and efficiently since 2004.

ZAG's staff monitor and patch computers and servers, maintain Microsoft 365 accounts, manage backup solutions, monitor PV Water's Firewall, conduct regular security tests, and more. In addition to standard IT maintenance items, staff work with ZAG to review and perform table-top tests of PV Water's Disaster Response and Recovery Plan, and to implement the KnowBe4 training program, which includes training for directors and staff regarding malicious emails and other IT fraud. The 24/7 service provided by ZAG has been excellent.

FISCAL IMPACT

Staff anticipate that support services will not exceed $200,000 between July 1, 2025, and June 30, 2027.

STAFF RECOMMENDATION

The Committee review the agreement with ZAG Technical Services, Inc., and consider recommending that the Board approve it.

ATTACHMENT

- Agreement with ZAG Technical Services, 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:	**ZAG Technical Services, Inc.**	**Date**:	**April 30, 2025**
	3590 N. First Street Ste 100		
	San Jose, CA 95134		
Tel:	**408-383-2000**		
Fax:			

Contract Amount:	**$200,000**	**Start Date:**	**July 1, 2025**	**End Date:**	**June 30, 2027**

Accepted:	**Pajaro Valley Water Management Agency**	**Consultant:**	**ZAG Technical Services, Inc.**
		FEIN:	77-0492384
By:		**By:**	
	Brian Lockwood		**Tim Bussey**
Title	**General Manager**	**Title**	**Chief Financial Officer**
	Other authorized representative(s):		**Other authorized representative(s):**

CONSULTANT AGREEMENT

This Agreement is entered into and effective this **1** day of **July 2025**, by and between the **Pajaro Valley Water Management Agency** ("PV Water"), and **ZAG Technical Services, Inc.** ("Consultant") referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, PV Water desires to retain Consultant to provide various computer and server managed services and support including, but not limited to, network monitoring, anti-virus management, systems administrations and onsite project work, as further described in Addendum "A" and attached hereto and made a part hereof ("Project"); and,

WHEREAS, Consultant represents that it has the expertise, means, and ability to perform said duties as outlined within its proposal received on April 30, 2025 and received by PV Water (attached as Exhibit A to this Agreement);

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

1. Term of Agreement. This term of this Agreement shall be for 24 months, beginning on the effective date of this Agreement and terminating on **June 30, 2027,** unless terminated sooner pursuant to the terms of this Agreement. The Parties' authorized representatives (defined below) shall have the authority to extend this term by written amendment to this Agreement. Consultant acknowledges that it is necessary for Consultant to complete its work on before the completion date set forth herein in order to allow PV Water to achieve its objectives for entering into 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): Tim Bussey. 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 Two Hundred Thousand dollars **($200,000**). The fee for services will be based on the Fee Schedule included in Exhibit A of this Agreement. Consultant shall not exceed this maximum payment amount without advance written authorization from PV Water in the form of an amendment or change order. Consultant agrees that the payments to Consultant specified herein will constitute full and complete payment for all obligations assumed by Consultant under this Agreement, including for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work.

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, PV Water may approve payment for said costs if authorized in writing by PV Water in advance.

4.3 Appropriation of Funds. This Agreement is contingent upon the appropriation of sufficient funding by PV Water, the state, and/or the federal government for the services covered by this Agreement. If funding is reduced or deleted for the services covered

herein, PV Water has the option without penalty or liability to entire terminate this Agreement or to offer an amendment to this Agreement indicating any reduced amount.

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. Consultant agrees to indemnify, defend, and hold harmless PV Water, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent, or others under Consultant's supervision or control was misclassified. 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 California Political Reform Act, Section 1090 of the Government Code, Levine Act, Section 84308 of the Government Code, and PV Water's 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 (collectively, "Indemnitees") from and against any and all liabilities, claims, demands, actions, losses, injuries, judgments, damages, or expenses (including attorney's fees and costs) ("Losses") 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 Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

For Design Professional Services under Civil Code §2782.8:

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

This Section 7 shall survive termination or expiration of this Agreement.

8. Insurance. Consultant agrees to procure and maintain the insurance coverages and limits as required by PV Water prior to the commencement of work and throughout the duration of the Agreement, 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, including naming Pajaro Valley Water Management Agency, its officers, officials, employees, and agents as additional insureds. 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.

   Consultant shall be as fully responsible to PV Water for the negligent acts and omissions of its sub-consultants, and of persons either directly or indirectly employed by them, or acting on Consultant's behalf pursuant to this Agreement, as it is for the acts and omissions of persons directly employed by Consultant.

10. Compliance with Laws. All activities of Consultant, its employees, subcontractors, and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.

11. Permits. Consultant will obtain all permits required by governmental authorities for the Project, and Consultant will comply with local, state, and federal regulations and statutes, including but not limited to Cal/OSHA requirements, in its performance of the Project.

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. PV Water requires Consultant to comply with all applicable federal, state, and local equal employment opportunity laws and regulations. Consultant agrees to refrain from discriminatory employment practices based on age, race, religious creed, color, sex, national origin,, gender, physical characteristics, marital status, sexual orientation, genetic information, organizational affiliation, disability (mental and physical), ancestry, military or veteran status, or other protected characteristics under local, state, or federal law of any employee of, or applicant for employment with, such Consultant. Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization.

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's 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 immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. PV Water's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, PV Water up to and including the effective date of termination less any amounts withheld. Within ten (10) days of receipt of written notice that this Agreement is terminated, Consultant will submit an invoice for an amount that represents the value of actual 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 and no compensation will be payable for anticipated profit on unperformed services.

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 an act of God, natural disaster, pandemic, acts of terrorism, war, strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of respective Parties. 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. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in 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 based on PV Water's sole discretion.

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. California Public Records Act. PV Water is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to PV Water, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must

clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, PV Water will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Cruz County before the PV Water is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the PV Water is required to respond to the CPRA request, PV Water may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold PV Water harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by PV Water of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

26. 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 priority 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:

ZAG Technical Services, Inc.
Attn: Tim Bussey, Chief Financial Officer
3590 N. First Street Ste 100
San Jose, CA 95134
408-383-2000

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

27. 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.

28. 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.

29. 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.

30. Counterparts. This Agreement may be executed in counterparts, which, together, shall constitute one and the same instrument. Electronic, facsimile, scanned pdf, and digital signatures, so long as fully compliant with Government Code Section 16.5(a) and copies of this Agreement shall be accepted as originals.

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

32. 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.

33. 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.

34. 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.

35. 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.

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

37. 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.

38. 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.

39. 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.

40. 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 PV Water's performance of this Agreement at 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 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

ZAG Technical Services, Inc.

By: _____
Tim Bussey, Chief Financial Officer

APPROVED AS TO FORM

By: _____
PV Water General Counsel

EXHIBIT “A”

Proposal and Fee Schedule

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Purpose

The purpose of this addendum is to serve as a supplement to ZAG's Master Services Agreement (MSA). In any case of conflicting terms, this Statement of Work will supersede the MSA unless otherwise noted.

Executive Summary

Our partnership is designed to enable your organization's success. We follow best practices to align your organization with proven Information Technology standards that will provide the security, stability, and availability that you need.

Our ZAG team works to ensure your organization's success by delivering technology solutions that provide four key tenets:

- **Security** of your organization's data and resources is crucial. The risks to organizations are present every hour of every day and reducing the "threat surface" is something our team strives for in everything they do. Our security team provides security services aligned with industry best practices. This approach assists in reducing the risk to your organization and ensures that all measures are taken to minimize interruption to your organization.
- **Maturity** is a measure of how well an organization is supported by technology, and how efficient and capable it is. The effectiveness of its systems and processes must be consistent in how they are followed. ZAG brings a valuable level of experience, across a multitude of diverse industries, to support this maturity with change controls, maintenance windows, audit logs, and many other best practices.
- **Stability** is the foundation of consistency, and consistency produces excellence. Collaboration with our ZAG subject matter experts gives your organization the freedom to focus on doing your best work, rather than solving technology challenges.
- **Business Ready IT** is the key to the future of your organization. ZAG works to understand what the business need is for your organization, where your organization is going, and how IT can enable your organization's success.

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Our Commitment to You

The ZAG partnership approach relies on collaboration with your organization to determine the balance between acceptable risk and available budget. Our experience and recommendations will help lead you to a stable, secure, and mature Business Ready IT environment. ZAG has several teams that work to deliver this environment.

The following is a brief description of our teams' roles and responsibilities:

- **Client Strategist** Your lead relationship partner, complementing your IT organization as your virtual CIO. This trusted advisor actively works to ensure that your company is in alignment with our proven best practices and that the IT environment will mature into a business ready state while meeting the goals and objectives of your business. Maintaining a high level of touch, this senior consultant provides analysis of current trends, as well as strategic planning guidance for transformational progress into the future.

- **Project Management Office** The PMO will be instrumental in resource scheduling and logistics coordination during remediation, upgrades, and new projects. Their focus is to ensure that projects are delivered on time, on budget and to your satisfaction. ZAG Certified Project Management Professionals leverage the most impactful methodologies to ensure success, including Agile, Scrum, and much more.

- **Client Services** CS will be your remote support lifeline, available on-call 24x7 for urgent issues, fully staffed during normal business hours, but also partially staffed after 11pm, and during weekend working hours. The CS team goes beyond Help Desk triage and workstation support, handling many server and network level tasks, to provide more value and solutions in less time. There are subject matter experts on this team in areas such as cloud, remote access, wireless connectivity, printing, and more.

- **System Operations** The monitoring and management of your systems and infrastructure is critical for stability. The Operations team ensures that your core platforms are optimized, proactively monitored, and updated regularly, protecting against preventable incidents, security threats, and business risk.

- **Systems Engineering** System Engineers will listen, assess, design, and implement technology solutions for your organization. This team will provide world class service in delivering new systems, upgraded security, reliable backups, clustered servers, storage, wireless deployments, and more. With both a remote and onsite presence this team will build and nurture a cohesive relationship with your organization through communication and collaboration.

- **Asset Lifecycle Management** The ALM team provides you with a fully integrated approach to acquisition and logistics for IT asset lifecycle management. This department helps clients manage their hardware, software, cloud services, warranty, and support contracts. Never miss a renewal again, always have budget planning data when you need it, and let our team do the hard work during any inventory audits.

- **IT Security & Compliance** ZAG's IT Security & Compliance (ITS&C) team strengthens your organization's security by identifying and addressing potential gaps, your adherence to security standards, testing controls, and ensuring a professional response to incidents. We prioritize the confidentiality, integrity, and availability of your systems, providing a robust security framework and continuous improvement for your enterprise.

The ZAG Process

Partnering with ZAG follows a pre-defined path: Review of the environment, development of a remediation list and finally the management of the environment. The process allows the ZAG team to create a baseline for numerous areas within the environment. This is accomplished by leveraging individual conversations while using state-of-the-art tools to review your organization. This baseline is measured against the ZAG Standards, which is a collection of best practices commonly used within the technology world. As part of the process, key areas will be identified and highlighted and from that a remediation list will be developed. The Client Strategist will work with you to put those in the form of SOW's that can be executed upon. The goal is the security and stability of your organization.

ZAG Standards

ZAG has compiled a list of best practices called "ZAG Standards". The Standards are a collection of best practices from years of expertise in this industry. They are comprised of categories such as Management, Networking, Wireless, Active Directory, Messaging, Servers, Workstations, and Disaster Recover with a focus on security throughout. We evaluate your environment to measure how aligned it is with these best practices, rank them for risk and priority and partner with you to build out a technology roadmap for future remediation.

Security Enhancements

A strong security posture is the foundation of any organization. ZAG understands this, so included in every ZAG Managed Services plan are the following security measures:

- DMARC Configuration
- Cloud native DNS security
- Dark Web Monitoring
- Daily External Security Scanning
- Quarterly Basic IT Assessment
- Disk Encryption configured for servers and workstations

Onboarding process

Once the agreement has been executed, the ZAG team will begin the onboarding process. The process is a thorough review, documentation, and provisioning exercise of your environment. The team is tasked with recording all facets of your organization's IT infrastructure.

The onboarding process consists of:

- Conduct initial network scan of all endpoints
- Provisioning of the endpoints into ZAG's monitoring and maintenance platform
- Determine maintenance windows
- Establish the patching schedule
- Perform comprehensive network review
- Document the network and all the related components
- Review and document the backup environment
- Creation of a baseline against the ZAG Standards
- Perform an external security vulnerability scan
- Configure DMARC/DKIM/SPF
- Dark Web scanning configuration

The complete scope of the onboarding process can be viewed in Appendix D.

☐All Managed Plan

The All Managed Plan is comprehensive and positions your organization for success. It is designed to enable your success by ensuring that your IT systems and infrastructure are functioning as efficiently and securely as possible, allowing you to focus on your core business objectives. Under this plan, your IT expenses with ZAG are predictable. This service goes beyond the traditional Remote Monitoring and Management (RMM) and Help Desk offerings. It includes:

- Third party application updates
- Workstation patching
- Server patching
- Comprehensive workstation monitoring
- Automated OS updates
- Endpoint Detection & Response (EDR)
- Remote control capabilities
- Server monitoring
- Backup monitoring
- Switch & firewall firmware updates
- Security Enhancement package
- Workstation remediation
- Server remediation
- User add/move/change
- Printer troubleshooting
- Security group management
- Basic file system management
- End-user remote support
- Infrastructure remediation
- Server remediation
- Backup remediation
- Onsite support (as authorized)

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All Managed Plan Exclusions

This All Managed plan does not include work on anything considered **net new,** new projects, upgrades, warranties, software or hardware costs, or remediation of pre-existing issues found during discovery. Additionally, system upgrades, enhancements, migrations of systems or data, network enhancements, redesigns of existing systems, and new system builds are not included under this plan.

Onsite visits covered under this agreement will be at the discretion of ZAG. Requests for onsite coverage to address issues that could be addressed remotely will be billed outside of the scope of the agreement.

Support for End-of-Life and/or legacy equipment:

- Support for non-supported systems (E.g., Windows 7, Windows Server 2012) will be supported best effort on a T&M basis.
- ZAG uses modern tooling to monitor and maintain environments. Legacy systems may not be supported due to versioning or manufacturer limitations.
- Support for security events related to non-supported technologies will be made at best effort on a T&M basis.

Any breakage or outage that occurs because of errors or modifications on the part of an administrator or contractor in your employ will be rectified on a T&M basis.

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☐Managed User Support Plan

The Managed User Support plan is a fixed fee remote support offering for your organization. The plan includes 24x7 end user telephone and email ticket support. This plan ensures your organization has unlimited access to professional remote support.

In addition to offering end-user support, the plan provides your organization with centralized monitoring and management of firewalls, switches, servers, and workstations. This service goes beyond a traditional Remote Monitoring and Management (RMM) offering. It includes:

- Third party application updates
- Workstation patching
- Server patching
- Comprehensive workstation monitoring
- Automated OS updates
- Endpoint Detection & Response (EDR)
- Remote control capabilities
- Server monitoring
- Backup monitoring
- Switch & firewall firmware updates
- Security Enhancement package
- Workstation remediation
- User add/move/change
- Printer troubleshooting
- Security group management
- Basic file system management
- End-user remote support

Managed User Support Plan Exclusions

The Managed User Support plan does not include work on anything considered **net new,** new projects, upgrades, warranties, software or hardware costs, or remediation of pre-existing issues found during discovery. **Additionally, any work performed on existing servers, networking equipment and general problems (beyond routine maintenance) are not covered. This work will be billed on a T&M basis.**

Patching covered by this agreement shall be automated. Any system(s) requiring manual patching will be billed separately on a T&M basis. This includes system upgrades and enhancements, migrations of systems or data, network enhancements and redesigns and new system builds.

Onsite visits are not covered under this agreement and will occur only as required to resolve issues outside the scope of the Help Desk support defined in the agreement. Onsite coverage to address issues will be billed outside of the scope of the agreement. Normal onsite maintenance tasks, like changing backup tapes, is outside the scope and should be addressed by client personnel.

Support for File System Management is limited to routine administration of file system permissions and structure. Projects requiring file system structural design, migration from server to server, or replication will be handled outside of the scope of this plan.

Support for End-of-Life equipment or operating systems software will be billed on a T&M basis. Examples include Microsoft Windows XP Windows 7, Windows Server 2003, Windows Server 2008, and Windows Server 2012/R2.

Any breakage or outage that occurs because of errors or modifications on the part of an administrator or contractor in your employ will be rectified on a T&T&M basis.

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☒RMM Security+

The RMM Security+ plan provides your organization with centralized monitoring and patching/updates of firewalls, switches, servers, and workstations. Our team will notify you if problems/issues are discovered in your environment, so you can act quickly. This service goes beyond a traditional Remote Monitoring and Management (RMM) offering. It includes:

- Third party application updates
- Workstation patching
- Server patching
- Workstation disk space monitoring
- Automated OS updates
- Endpoint Detection & Response (EDR)
- Remote control capabilities
- Server monitoring
- Backup monitoring
- Switch & firewall firmware updates
- Security Enhancement package

RMM Security+ Plan Exclusions

All patching covered by this agreement will be automated using modern tools. Any system (server or workstation) requiring manual patching will be billed separately. Additionally, anything considered **net new** is also considered outside the scope of this agreement and will be billed on a T&M basis. Onsite visits are not covered and will be billed outside of the scope of the agreement.

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Terms

ZAG Managed Service Plans are established on a month-to-month basis. A written 30-day notice of termination is required should any party terminate this agreement.

Flat Fee New Workstation Builds

Windows PCs purchased through ZAG will be built to include installation of Operating system, all current Windows Updates, and a basic set of required applications to be determined by client and ZAG. PCs will support both Azure Directory and On-Prem Active Directory connections depending on the client's environment. Installation and configuration of specialized applications, not agreed to in advance, is not included in the scope of this agreement. Fixed fee pricing for the new PC builds is $250/PC.

Minimum Requirements

For ZAG to provide the best services possible, the following minimum requirements must be met:

- All systems must be current production machines running supported operating systems. Any systems that are obsolete or running operating systems that are past end of life will be handled to the best of our ability on a T&M basis.
- All passwords and network design information should be made available to the ZAG Professional Services staff at the time of onboarding. **We will create dedicated accounts for access to resources. These accounts will have a level of access as required (generally Domain Admin/Server Admin/Workstation Admin) and will include an equivalent to a Domain Administrator account.**
- The ZAG Monitoring and Management Platform requires a server or high-end workstation that has 8GB RAM and 256GB of free disk space and a currently supported Microsoft Operating System. The client will provide the hardware and Operating System for this platform. This system can be virtualized.

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Technical Capabilities

The following technologies are supported in the fixed fee Managed Plans. All products must be under a current warranty plan with the vendor. We can assist with acquiring this support with the vendor if needed.

Switches & APs	Firewalls	Antivirus	Servers & SANs	Backups	Other
Cisco Catalyst Cisco Meraki HP ProCurve Ruckus Ubiquiti	Cisco Cisco Meraki SonicWall Fortinet	SentinelOne	Cisco HP Dell	Datto Azure Backup Veeam	Arctic Wolf Rapid 7 VMware APC

Other platforms will be maintained on a T&M basis under a best effort process. Please note that these devices will be patched under the same schedule as supported devices.

Non-Microsoft Applications included in patching

Following is a limited list of the most common non-Microsoft apps that are patched under this plan. Please inform ZAG if any of these should be excluded from normal patching:

- Adobe Acrobat
- Adobe Air
- Adobe Reader
- Chrome
- Cisco Webex
- Dropbox
- Firefox
- Flash ActiveX
- Flash Plugin
- Foxit Reader
- Google Drive
- Google Earth
- GoToMeeting
- iTunes
- KeePass
- Notepad ++
- Opera Chromium
- QuickTime
- Safari
- Seven-Zip
- Shockwave
- Thunderbird
- VLC Media Player
- WinRAR
- WinZip
- Zoom

Professional Services Hourly Rates

	Normal Business Hours	Nights, Weekends, Holidays
Project Manager	$195	50% Premium
System Engineer	$205	
Sr. Systems Engineer	$225	
Solution Architect	$300	
Practice Lead	$325	

Lifecycle Management

Under this agreement, the client agrees to adhere to the following lifecycle management:

Laptops/Desktops	**Replaced at a minimum every four years**
Servers/SANs	**Must be under manufacturer support**
Switches/Routers/Firewalls/Wi-Fi	**Must be under manufacturer support**

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Inventory of Client Environment

The pricing is based upon the following understanding of the client's environment:

	Quantity	Description
Firewalls		
Switches		
Servers	8	
Workstations	20	

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Acknowledgment of Managed Service Pricing

	Monthly	Non-Recurring	Approval
Plan Selection	$2,100.00	N/A	X
Discovery & Setup	N/A	N/A	N/A

The number of endpoints and the related charges are updated monthly. These counts are determined via the number of endpoints actively managed under the respective agreement. Customer agrees to pay for service for all systems discovered in the monthly audit at a rate of $65.00/workstation and $100.00/server.

Additional Solutions

	Monthly	Non-Recurring	Approval
Threat Locker	N/A	N/A	N/A
KnowBe4 User Education	N/A	N/A	N/A
Total	N/A	N/A	N/A

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Acceptance

IN WITNESS WHEREOF, the Parties have caused this Statement of Work ("SOW") to be executed as of the date indicated below.

Accepted By:

Authorized Signature X	Pajaro Valley Water Management Agency	Date
Authorized Signature X	ZAG Technical Services, Inc.	Date

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Managed Services Agreement: Appendix A

Ticket Service Level Agreements

- Priority 1 – 30 Minutes to In Progress
- Priority 2 – 60 Minutes to In Progress
- Priority 3 – 4 Hours to In Progress
- Priority 4 – Scheduled Tasks

Urgency Settings:

High - Issue that is company or site wide and/or impacting ability to ship or produce product

Medium - Issue that is department wide and impacting their effectiveness to do their job

Low – User is unable to work normally

Impact Settings:

High – Major business processes are stopped

Medium – Business is degraded but there is a reasonable workaround

Low – Annoyance or routine request. No stoppage.

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Priority	Impact/Urgency	Description/Example	SLA
Priority 1	Impact = High Urgency = High	• Site down • ERP platform down for all users • Product not shipping (regardless of cause: WMS, label printing, etc.) • Major business process down (Orders not being received, critical reporting down, etc.)	30 Minutes to In Progress
Priority 2	Impact = High Urgency = Medium **OR** Impact = Medium Urgency = High	• Product is still shipping but there is an impact to the business • More than one or two people are impacted and the issue is keeping them from performing critical work • Able to produce and ship using alternate tools or people	60 Minutes to In Progress
Priority 3	Any other combination of Impact and Urgency other than Low and Low	• Impact is to a single user and does not affect ability to produce and ship	4 Hours to In Progress
Priority 4	Impact = Low Urgency = Low	• Routine New User Additions • PC Build Requests • Peripheral equipment orders and installations • Any other future needs requests	No Hard SLA - scheduled tasks

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MSP Feature Descriptions: Appendix B

The following descriptions are routine maintenance and administration tasks included with select MSP plans and may be modified over time as required.

- **Monitor Servers and Workstations**
  ZAG monitors servers and workstations for issues that arise such as failed drives, etc.
- **Monitor Server Backups**
  Backups are the last line of defense for an organization. It is where organizations go if everything else fails. ZAG monitors the backups and alerts the organization should they fail.
- **Monitor Network Equipment (Switches, Routers, Firewalls, Wireless Access Points)**
  ZAG continuously monitors the network equipment to ensure it is up and functioning properly.
- **Monitor UPS Systems**
  UPSs ensure that systems are up and protected from power-based issues. ZAG monitors these systems to ensure that servers and critical infrastructure stay up and available.
- **Manage Server and Workstation Endpoint Detection & Response (EDR)**
  EDR is a key line of defense for any organization. It is an important layer within an organization's security posture. ZAG monitors EDR continuously to ensure that systems are protected.
- **Manage Server and Workstation MS Office/OS Updates**
  Microsoft updates are the underpinning of security. ZAG manages all the updates being distributed to servers and workstations to ensure they are applied correctly.
- **Manage Workstation Third-Party Software Updates**
  Many vulnerabilities today come through third-party software offerings. ZAG works to keep the referenced software current to help protect organizations from attacks.
- **Monitor Cloud-based Internet Security**
  ZAG implements a cloud-based Internet security system that protects employees wherever they are. This system is in addition to traditional EDR. It prevents employees from accessing compromised sites on the Internet, which in turn protects the overall organization.
- **Monitor Dark Web Instances**
  ZAG subscribes to a service that monitors Dark Web instances. Notifications are sent out as new instances of the client's domain are located on the Dark Web. ZAG can also monitor up to two instances of personal email addresses.
- **Perform Quarterly Security Scanning**
  ZAG will perform internal security scanning to identify areas of remediation.
- **Perform Quarterly Internet-based Vulnerability Scanning**
  ZAG will perform quarterly external vulnerability scanning to identify areas of remediation.

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Annual Price Increases: Appendix C

Adjustment Clause:
The Parties agree that the fees for the services provided under this Statement of Work (SOW) shall be subject to an annual **per device** adjustment based on the change in the Consumer Price Index (CPI), as published by the Bureau of Labor Statistics of the United States Department of Labor or its successor or equivalent in the Client's country. The adjustment shall be made to reflect the increase, if any, in the cost of living as indicated by the CPI for the most recent 12-month period available prior to the date of adjustment.

Calculation of Adjustment:

a. The fee adjustment shall be calculated by determining the percentage increase in the CPI from the month of the last adjustment (or the month in which the Agreement was signed if no adjustment has been made) to the same month of the current year.
b. The adjusted fee shall be computed by multiplying the current fee by the percentage increase in the CPI.
c. In no event shall the annual adjustment result in a decrease in the fees.

Implementation:

a. The annual adjustment shall be implemented on the anniversary date of this Agreement each year.
b. At least sixty (60) days prior to each anniversary date, the Service Provider shall provide the Client with written notice of the adjusted amount and the adjusted fees to be applied for the forthcoming year.

Cap on Adjustment:
Notwithstanding the above, the annual adjustment shall in no event exceed 5% of the fees for the services in the preceding year.

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Master Services Agreement

This Master Services Agreement ("Agreement"), effective as of 7/1/25 ("Effective Date"), is entered into by and between ZAG Technical Services, Inc., ("Company" or "ZAG") a California Corporation, with its principal place of business at 3590 North First Street Suite 100, San Jose, CA 95134, ("Company") and Pajaro Valley Water Management Agency ("Client"). Company and Client are each referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, Company is in the business of providing information technology services and sales, and desires to provide to Client, and Client desires to obtain from Company, the services and/or sales described in each Statement of Work (as defined below); and

WHEREAS, Company and Client desire to set forth the general terms and conditions pursuant to which Company will provide such services and/or sales to Client under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 Definitions.

1.1 "Action" is defined in Section 11.1.

1.2 "Agreement" is defined in the introduction to this Master Services Agreement.

1.3 "Assert" is defined in Section 6.1.3.

1.4 "Company" is defined in the introduction to this Agreement.

1.5 "Confidential Information" means (a) all information related to a Party's financial or business plans or practices, including procedures, fees, customers, technology, computer systems, proprietary processes, and products, whether disclosed prior to or after the date of this agreement, in any form (tangible or intangible) that is of a nature that should reasonably be considered confidential or proprietary, irrespective of whether the information is marked confidential, and (b) any non-public information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, identified as "Confidential" at the time of disclosure, and summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days of such disclosure. The terms of this Agreement will be deemed to be the Confidential Information of Company and the Client Data will be deemed to be the Confidential Information of Client.

1.6 "Client Data" means data provided by Client to Company in connection with the services and/or sales provided under this Agreement.

1.7 "Client" is defined in the introduction to this Agreement.

1.8 "Deliverables" means any tangible deliverables as set forth in a Statement of Work that Company delivers to Client. Deliverables are a subset of the Services.

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1.9 "Effective Date" is defined in the introduction to this Agreement.

1.10 "Intellectual Property Rights" means all copyrights, mask works, patents (including reissues, divisions, continuations and extensions), database rights, utility models, business processes patents, trade secrets, know how (including algorithms and formula that may be included in spreadsheets), logos, trademarks, trade names, service marks or service names, whether arising under the laws of the United States or any other jurisdiction or treaty, and all applications, translations, registrations or renewal of the foregoing.

1.11 "Losses" is defined in Section 11.1.

1.12 "Party" and "Parties" are defined in the introduction to this Agreement.

1.13 "Services" is defined in Section 2.1.

1.14 "Statement of Work" is defined in Section 2.1.

1.15 "Term" is defined in Section 12.1.

2 Services.

2.1 Statement of Services. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, the current pricing for all services and/or Deliverables as of the Effective Date (collectively, as applicable, "Services") is as described in Exhibit A attached to this Agreement. The Parties may enter into mutually agreed upon statement of works for Services to be provided by Company thereunder from time to time ("Statement of Work"), and such additional Statement of Works will then be made a part of this Agreement. All Statements of Work must be in writing and Statements of Work may be entered into via email agreement whereby Client requests Services via email and Company agrees via email with the applicable terms, timelines and fees, as the case may be. Each Statement of Work will specify the Services and the Deliverables, if any, to be provided.

2.2 Changes to Services. During the Term, the Parties may make changes to a Statement of Work by written mutual agreement. Amendments that change the nature of the Services or increase the scope of Services will be subject to Section 3.2.

2.3 Back-up. If not specifically included in the appropriate Statement of Work, Client is responsible for back-up and other protection of its data against loss, damage or destruction, and Company shall have no obligation or liability with respect thereto unless otherwise stated in a separate agreement.

2.4 Licensing. Client agrees that for any and all software it authorizes Company to install on Client's machines on behalf of Client, Client accepts responsibility for acquiring valid licenses for installed software products. Client understands that installation of software products by Company does not constitute a right to use the software and that a valid number of software licenses must be acquired by Client for each product that is installed. Client represents and warrants that it has all rights to grant Company the right to install and use such software as set forth hereunder.

3 Fees and Billing.

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3.1 Service Fees. Client will pay all fees described in Exhibit A and as set forth in each Statement of Work, subject to adjustment pursuant to Section 3.2.

3.2 Changes in Fees. The Parties acknowledge and agree that the fees described in Exhibit A and set forth in each Statement of Work are based on the nature and scope of the Services set forth therein. The Parties acknowledge and agree that the fees may change if Client requests a change in the nature of the Services or an increase in the scope of the Services. Company also reserves the right to update its fees on Exhibit A on an annual basis with prior written notice to Client.

3.3 Billing and Payment Terms. Company will invoice Client depending on nature of work as follows: Time & Materials – Weekly, Milestone – Upon Milestone Completion, and Product – At time of Shipment. Payment is due upon Client's receipt of the invoice and is to be made in U.S. dollars.

3.4 Taxes. All payments required by this Agreement exclude all sales, value-added, goods and services, use, service, or other taxes and obligations, all of which Client will be responsible for and will pay in full, except for taxes based on Company's net income.

3.5 Travel. Travel expense provisions are included in each Statement of Work.

3.6 Performance and Delivery. Services may be performed remotely or on-site. Services and deliverables are accepted on delivery. If Services includes obtaining equipment (including, but not limited to, hardware and software) for Client, unless otherwise stated in writing, Client agrees to pay for all shipping charges associated with the delivery of equipment to Client's premises. All equipment will be delivered to Client Freight on Board (F.O.B.) Shipping Point from Company's facilities or the facilities of Company's vendors who are shipping directly to Client. Company uses reasonable efforts to minimize the shipping costs wherever possible. Other Deliverables, such as reports and/or software, will be delivered electronically or as otherwise specified in the Statement of Work.

4 Compliance with Laws.

4.1 Client Data Acknowledgement. Client acknowledges that Company exercises no control over the content of the information that will be transmitted to Company and that it is the sole responsibility of Client to ensure that the information it transmits and receives complies with all applicable laws and regulations. Client represents and warrants that Client has the all rights to grant Company the right to use the Client Data in performance of the Services hereunder.

4.2 Compliance with Law; Foreign Corrupt Practices Act. Each Party will fully comply with the U.S. Foreign Corrupt Practices Act and all applicable federal, state and local laws and regulations, and a breach of such regulations will result in immediate termination of this Agreement. Neither Party will be obligated to take any action under this Agreement or otherwise at the request of the other Party that it reasonably believes would cause it to violate applicable law.

5 Confidential Information.

5.1 Confidentiality. Except as expressly permitted in this Agreement each Party (a) will keep confidential and not disclose to any third party the other Party's Confidential Information, and (b) will only use the Confidential Information of the other Party as required to perform its obligations or exercise its rights under this Agreement. Each Party will take precautions to protect the confidentiality of Confidential Information that are at least as stringent as it takes to protect its own Confidential Information of similar nature and importance, but in no event less than reasonable care.

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5.2 Permitted Disclosure. Either Party may disclose Confidential Information (a) to those of its employees and subcontractors who need to know such Confidential Information for performance of Services under this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein, (b) pursuant to the order or requirement of a court, administrative agency, or other governmental body or legal requirement, provided that the Party required to make such a disclosure gives, if legally permitted, reasonable notice to the other Party to enable it to contest such order or requirement, or (c) on a confidential basis to its legal or professional financial advisors.

5.3 Exclusions. The obligations of confidentiality and non-use in this Section 5 will not apply to the extent that any Confidential Information: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party, (b) was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality, as shown by the receiving Party's files and records immediately prior to the time of disclosure, (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession, (d) is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure, or (e) is related to deliverables developed during vendor-funded projects where the Client's funding vendor is required to obtain those deliverables.

6 Ownership of Intellectual Property.

6.1 Confidential Information and Intellectual Property Rights. Each Party will retain all right, title and interest in their respective Confidential Information and Intellectual Property Rights, except as set forth in a Statement of Work. There are no implied rights.

- 6.1.1 Deliverables. Client will own all Deliverables. Company hereby assigns and agrees to assign to Client all Intellectual Property Rights in and to the Deliverables.
- 6.1.2 Company Intellectual Property Rights. If Company incorporates any of its Intellectual Property Rights in any Deliverables, Company grants to Client a non-exclusive, non-transferable license to use such Intellectual Property Rights solely as incorporated in such Deliverables.
- 6.1.3 Non-Assertion. Client irrevocably and perpetually agrees not to Assert against Company or any other Company customer any claim that any of Company's or its customers' Intellectual Property Rights infringe or misappropriate any Intellectual Property Rights of Client. The foregoing shall run with Client's Intellectual Property Rights and Client shall bind its successors, assigns, heirs and personal assigns to the terms of this Section. "Assert" means to bring an action before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part.

6.2 Client Data. All Client Data will remain the sole and exclusive property of Client, and Company will not acquire any ownership of such Client Data.

7 Privacy. Please visit https://www.zagtech.com/legal/privacy-policy/ to understand how Company collects and uses personal information. By entering into this Agreement, if Client is located in a jurisdiction that requires a Data Processing Addendum, Client agrees to the terms of Company's Data Processing Addendum as separately executed.

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8 Representations and Warranties.

8.1 Equipment Warranty. Company does not manufacture equipment. Company will pass through to Client any manufacturer warranties to the extent allowed by such manufacturer. Except as stated below, equipment purchased by Client from Company that was manufactured or produced by third parties is provided on an "as is" basis, and Company makes no warranty with respect to such equipment. As to equipment provided by Company and its Subcontractors, Company makes no warranty, express or implied. No returns will be accepted without prior authorization and a return merchandise authorization number. No agent or employee of Company or any other party is authorized to make any warranty in addition to those in this Agreement.

8.2 Services Warranties. Company represents and warrants to Client that Company will deliver the Services in a competent and professional manner. Client's sole and exclusive remedy and Company's sole and exclusive obligation for breach of the foregoing warranty will be for Company to re-perform the non-conforming Services. Client must promptly notify Company of a warranty claim within ten (10) days of performance of the applicable Services.

8.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, THE COMPANY DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR IMPLIED WARRANTY ARISING OUT OF THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

9 Electronic Communications. In connection with providing of Services, Company may communicate with Client via electronic transmission. As electronic transmissions can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the Parties to whom they are directed and only to such Parties, Company cannot guarantee or warrant that electronic transmissions from Company will be properly delivered and read only by the addressee. Therefore, Company will have no liability or responsibility whatsoever for interception or unintentional disclosure or communication of electronic transmissions, or for the unauthorized use or failed delivery of electronic transmissions transmitted by Company in connection with providing of Services.

10 Limitations of Liability.

10.1 Disclaimer of Damages. EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR CLIENT'S INDEMNITY OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF EITHER PARTY'S BUSINESS, EVEN IF THE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR DAMAGES RELATING TO ANY CLAIM.

10.2 Maximum Liability. EXCEPT FOR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR CLIENT'S INDEMNITY OBLIGATIONS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY RELATED TO OR IN CONNECTION WITH

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THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE WILL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY THE CLIENT TO THE COMPANY UNDER THE SPECIFIC STATEMENT OF WORK WITH RESPECT TO WHICH SUCH LIABILITY AROSE FOR THE TWELVE-MONTH PERIOD PRIOR TO THE TIME SUCH LIABILITY AROSE.

11 Indemnification.

11.1 Company's Indemnification of Client. Company will indemnify, defend, and hold Client, its affiliates and their respective officers, directors, employees, agents, successors, and assigns, harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third party claim, suit, action, or proceeding (each, an "Action") brought against Client alleging the infringement of any registered third party copyright or patent resulting from the provision of Services pursuant to this Agreement, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to the Services, deliverables or portions or components thereof (a) not created by Company, (b) that are modified after delivery by Company, (c) combined with other products, processes or materials where the alleged infringement relates to such combination, (d) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (e) where Client's use of the Services is not strictly in accordance herewith. In the event of a claim or if Company believes a claim is likely, Company may modify the Services or deliverables, obtain a license for Client or if the foregoing are not accomplished, terminate this Agreement. Notwithstanding the foregoing, to the extent that such Action arises out of or relates to a portion of the Services provided or performed by a third-party service provider or Subcontractor engaged by Company, such indemnification will be limited to the scope of the indemnification against such infringement provided by such third-party service provider to Company and/or its clients.

11.2 Client's Indemnification of Company. Client will indemnify, defend, and hold harmless Company, its affiliates and their respective officers, directors, employees, agents, successors, and assigns, from and against all Losses resulting from any third-party Action brought against Company alleging: (a) any violation of law by Client, whether before, on or after the Effective Date, (b) Client's negligence or willful misconduct, or (c) arising out of Client Data. Company will promptly notify Client of the Action and give Client reasonable assistance and the opportunity to assume sole control over defense and settlement.

12 Term and Termination.

12.1 Term. This Agreement will commence on the Effective Date and continue as long as there is a Statement of Work in effect and for six (6) months thereafter (the "Term"), unless sooner terminated under this Section 12.

12.2 Termination for Convenience. Except as set forth in a Statement of Work, either Party may terminate this Agreement for convenience upon written notice of such termination identifying the termination date, which will be at least thirty (30) days from the date the other Party receives such notice. During the notice period, Client will continue to provide Company at least the same work and volume as it had been providing during one hundred eighty (180) days before such notice was given and became effective, and Company will continue to provide the Services. During such notice period, Client will continue to pay fees for the Services as provided in the Statement of Work(s), but in no event less than a

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minimum payment equal to the average fees paid by Client during the one hundred eighty (180) day period before such notice was given. The Company will use commercially reasonable efforts to reduce any costs associated with any such termination.

12.3 Termination for Cause. Either Party will have the right to terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within two (2) business days after receipt of written notice thereof from Company.

12.4 Termination for Insolvency. Either Party may terminate this Agreement, immediately and upon providing notice, if (a) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or (b) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

12.5 Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (a) Company will cease providing Services hereunder, (b) any and all payment obligations of Client under this Agreement will accelerate and become due immediately, and (c) within thirty (30) days after such expiration or termination, each Party will destroy all Confidential Information of the other Party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

12.6 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 1, 6, 8.3, 9, 10, 11 (for three (3) years from expiration or termination of the Agreement), 12.5, 12.6, and 13. The provisions of Section 5 will survive for a three (3) year period after any expiration or termination of the Agreement.

13 Miscellaneous Provisions.

13.1 Interpretation. All defined terms in this Agreement will have the meaning assigned thereto in this Agreement and will apply both to their singular and plural forms, as the context may require. "Including" means including without limitation. "Days" refers to calendar days unless otherwise specified. "Herein," "hereof," "hereunder," "hereto" or other similar expressions refer to this Agreement. All references to a "Statement of Work" are to all Statements of Work.

13.2 Force Majeure. Except for the obligation to pay money, either Party will be excused for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party (a) gives the other Party prompt notice of such cause if practicable, and (b) for as long as such Force Majeure Event continues and such Party continues to use commercially reasonable efforts to recommence performance to the extent possible.

13.3 Marketing. Client acknowledges that Company may refer to Client by trade name and trademark and may briefly describe Client's business in Company's marketing materials and website. Client owns all goodwill arising out of a use of Client's trademarks. Client hereby grants Company a license to use Client's trade names and trademarks solely in connection with the rights granted to Company pursuant to this Section 13.3. Further, notwithstanding Section 5 and without the Client's

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consent, the Company may disclose the Client's identity and the existence of this Agreement on a confidential basis to present or future providers of venture capital and/or potential investors in, or acquirers, of such Party. Client has no rights to use Company's trademarks or tradenames.

13.4 Government Regulations. Client and Company will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client and Company operates or does business.

13.5 Non-Solicitation. In order to protect each Party's Confidential Information and trade secrets, during the period beginning on the Effective Date and for one (1) year following the Term, neither Party will, directly or indirectly, solicit, attempt to solicit or encourage any of the other Party's technical or management employees that was involved in performance hereunder without the prior written consent of the other Party. Unless State law prohibits it, in the event that a Party directly or indirectly hires or retains the services of any such technical or management employee without the prior written consent of the other Party, the Party will immediately remit to the other Party a recruitment/placement fee equal to twenty-five percent (25%) of the employee's then annual salary. The foregoing will not prevent a Party from hiring any individual in response to general hiring efforts, such as job postings, that are not targeted to a particular individual.

13.6 Subcontracting of Services. From time-to-time Company may, in its sole discretion, subcontract in whole or part the Services covered by this Agreement. In such situations, beginning on the date of such subcontracting and throughout the Term and for one (1) year thereafter, Client will not contract directly with any Company subcontractors involved in providing Services under this Agreement for similar services. Client will not accept solicitations from any Company subcontractor who may be rendering Services to Client hereunder.

13.7 Governing Law; Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. Client and Company irrevocably and unconditionally consent to the exclusive jurisdiction of the federal and state courts located in the Santa Clara County, California for all proceedings arising out of this contract or related to the Parties' relationship, and Client and Company agree to only institute such proceedings in those courts. Client and Company also waive any objection to venue in those courts based on improper venue. Client and Company agree that a final judgment (subject to appeals) in any such proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in another lawful manner. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.8 Severability. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

13.9 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving Party.

13.10 Assignment. Neither Party may assign its rights or delegate its duties under this Agreement in whole or in part without the prior written consent of the other Party, except that on written notice to the other party this Agreement may be assigned in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any other attempted assignment or delegation will be

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void unless the non-assigning Party consents to the assignment. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

13.11 Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed email, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses listed above or at such other address as may be hereafter furnished in writing by either Party to the other. Email communication will be deemed to be acknowledged if receipt is acknowledged by the recipient or with a read receipt.

13.12 Relationship of Parties. Company and Client are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Company and Client. Neither Company nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

13.13 Entire Agreement; Counterparts. This Agreement, including all documents incorporated herein by reference, constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter, including previously executed confidentiality agreements. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No modifications are effective under this Agreement unless evidenced in writing and signed by both Parties.

13.14 Headings. The headings to the clauses of this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ZAG Technical Services, Inc.	Pajaro Valley Water Management Agency
Signature:_____	Signature:_____
Name: _____	Name: _____
Title: _____	Title: _____

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Exhibit A – Standard Services Rates as of the Effective Date

1. Professional Services Hourly Rates

	Normal Business Hours	Nights, Weekends, Holidays
System Engineers	$205	50% Premium added
Sr. System Engineers	$225	
Solution Architects and Consultants	$300	
Practice Lead	$325	
Solutions Developer	$287.5	
Product Manager	$250	
Project Managers	$195 to $250	

2. Normal Business Hours
   2.1 7:00 a.m. through 6:00 p.m. Pacific Standard Time, Monday through Friday, except holidays observed by Company.
   2.2 Onsite Service Calls
      3.11 Include charge for actual time spent on one-way travel to client location
      3.12 Two (2) hour minimum charge for planned/scheduled work
      3.13 Four (4) hour minimum charge for unplanned/unscheduled work
3. All work is billed in 15-minute increments.

EXHIBIT "B"

Insurance Requirements

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property and otherwise which may arise from or in connection with the performance of the work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or sub-contractors as follows:

Coverage will be at least as broad as:

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. [OPTIONAL – Add when Data Security or Technology Breach Risks are Involved]

Data Security and Privacy Liability. Consultant shall maintain one or more insurance policies – Privacy, Technology, and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance coverage in the amount of $5,000,000 per occurrence or claim, $5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this contract.

The policy(ies) shall include coverage for claims involving security breach, system failure, data recovery, business interpretation, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

The policy(ies) shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy(ies) shall include, and be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of PV Water in the care, custody, or control of Consultant.

6. Other Requirements.

a. Minimum Scope and Limits. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, PV Water requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PV Water.

b. Additional Insured Endorsement. The general liability[, contractor's pollution 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 insureds**. The coverage shall contain no special limitations on the scope of protection afforded to PV Water, its directors, officers, employees, or authorized volunteers.

c. 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.

d. 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.

e. Waiver of Subrogation. Consultant hereby grants to PV Water a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against PV Water by virtue of the payment of any loss, including attorneys' fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not PV Water has received a waiver of subrogation endorsement from the insurer.

f. 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 PV Water within three (3) working days.

g. 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.

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

i. 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.

j. 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.

MEMORANDUM

DATE: May 2, 2025
MEETING OF: May 6, 2025
TO: Administration & Finance Committee
FROM: General Manager
RE: **ITEM 7:** Consider Final Budget for Fiscal Year Ending June 30, 2026

BACKGROUND

The Fiscal Year 2025-2026 (FY25-26, ending on June 30, 2026), budget funds the mission of the Agency and provides a projection of finances for the upcoming fiscal year. The budget narrative describes key activities and important assumptions taken into account to develop the budget, including activities related to the Sustainable Groundwater Management Act (SGMA), the implementation of the Basin Management Plan (BMP)- Groundwater Sustainability Update 2022 (GSU22), Agency operations, and anticipated revenue. Figures contained within the budget are based on actual data, projections, and estimations. The budget is created on an accrual basis to be consistent with the year-end financial statements. On an accrual basis, revenues are recorded as earned and expenditures are recorded when incurred.

DISCUSSION

The budget is a planning and communication tool that contains significant assumptions including but not limited to projecting groundwater extractions and delivered water sales, grant income, and progress on capital project implementation. The most significant capital projects listed in the budget include the College Lake Integrated Resources Management Project, which is presently in the construction phase, and the Watsonville Slough Managed Aquifer Recharge and Recovery Projects, which is the final design phase. The total budgeted revenues presented are $25,556,880. The total budgeted expenditures are $37,020,169. The Board adopted the Preliminary Budget for FY25-26 during its April 16, 2025, meeting.

Notable revenue-related assumptions are illustrated in Figure 1 and include:

- Management fees of $370,000
- Augmentation charge revenues of $13,000,000
- Delivered water revenues of $2.8 million
- Grant revenues of $2 million

Notable expenditure-related assumptions are illustrated in Figure 2 and include:

- Capital Projects expenditures of approximately $17,195,456 million as listed below.
    - College Lake Integrated Resources Management Project - $3.6 million
    - WSS-MARR Facility Upgrades - $11.1 million
    - Basin Monitoring Improvements - $2.3 million

Figure 1. Projected Revenues: $25,556,800

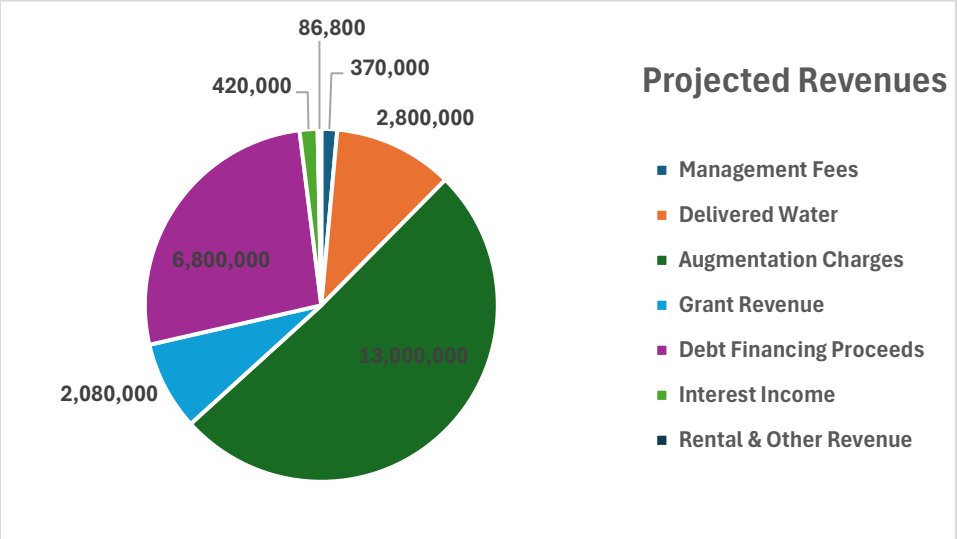
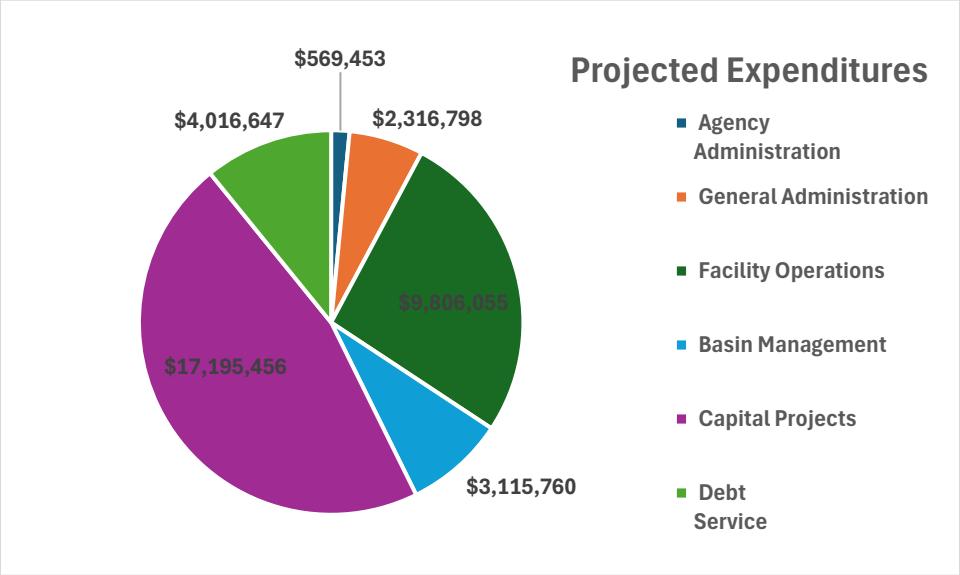


Figure 2. Projected Expenditures: $37,020,169



The Agency Act requires that the Board of Directors adopt a preliminary budget by May 15 of each year. PV Water must then publish a notice that the Board has adopted a preliminary budget, that it is available for public inspection, and hold a public hearing following the minimum two-week notice period. The Board must adopt a final budget by June 30 of each year.

The recommended timeline for budget adoption this year is as follows:

April 1, 2025	Administration and Finance Committee considers the preliminary budget.
April 16, 2025	Board considers adoption of the preliminary budget.
April 25, 2025	Staff publishes required notice of availability of the preliminary budget.
May 6, 2025	Administration and Finance Committee reviews the final budget.
May 15, 2025	Board holds public hearing and considers adoption of final budget.

FISCAL IMPACT

There is no direct impact; the budget is a planning and communication tool.

STAFF RECOMMENDATION

The Administration & Finance Committee review the Final Budget for Fiscal Year Ending June 30, 2026, and consider making a recommendation that the Board adopt it.

ATTACHMENT

- Final Budget for FY25-26 provided as a stand-alone document that is available on the Administration & Finance Committee webpage: https://www.pvwater.org/administration-finance.

FY2024-25 CONTRACT COMMITMENTS: Quarterly Activity for time period: January 1, 2025 - March 31, 2025

VENDOR	PROJECT	TERM START DATE	TERM END DATE	CONTRACT AMOUNT NOT TO EXCEED	AMOUNT PAID THROUGH 03/31/25	AMOUNT AVAILABLE
Balance Hydrologics	Watsonville Slough Monitoring: WY2024 & WY2025	12/21/23	06/30/26	142,942	53,295	89,647
Carollo Engineers	BMP Implementation Program Management Services	01/18/17	06/30/25	6,463,226	6,319,699	143,527
Carollo Engineers	College Lake IRMP: Design & Eng. Services During Construction	08/20/20	06/30/25	5,451,337	4,977,185	474,152
Carollo Engineers	WSS-MAR Preliminary and Final Engineering Design Services	09/21/22	06/30/25	2,454,000	2,190,144	263,856
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	253,560	2
cbec, inc. eco engineering	College Lake Hydrologic Monitoring Services: WY 2025 & 2026	08/22/24	06/30/27	450,000	105,191	344,809
cbec, inc. eco engineering	College Lake Operation Plan Development - Weir Raising	05/18/23	06/30/25	156,832	156,831	1
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	740,156	250,802
Jacobs Engineering Group, Inc.	College Lake IRMP: Design & Eng. Services During Construction	08/20/20	06/30/25	2,807,079	2,739,621	67,458
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	5,201	19,380
Maggiora Brothers	Harkins Slough Facility 2022 Recovery Wells	11/16/23	01/31/25	416,878	391,834	25,044
Mike Podlech, Aquatic Ecologist	2023 Salmonid Surveys & Adaptive Management Plan Support College Lake Support	07/01/23	12/31/24	15,700	7,350	8,350
Mike Podlech, Aquatic Ecologist	College Lake Monitoring Program Services 2024-25	07/01/24	06/30/25	25,000	5,650	19,350
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	129,666	70,334
Montgomery & Associates	Construction Management at Blend Well No. 4 & Domestic Well	06/01/24	12/31/24	166,020	82,231	83,789
Mountain Cascade, Inc.	Water Treatment Plant & Intake Facilities Project	01/18/23	TBD	49,488,839	41,038,199	6,290,734
CA Bank of Commerce	Retention MCI College Lake WTP & Intake Facilities Project	01/18/23	TBD		2,159,907	
Mountain Cascade, Inc.	College Lake Treated Water Pipeline Project	01/20/23	TBD	26,953,041	24,943,917	823,709
CA Bank of Commerce	Retention MCI College Lake Treated Water Pipeline Project	01/20/23	TBD		1,185,415	
SWCA	CLIRMP - Environmental Monitoring & Permit Compliance	02/01/23	06/30/25	1,910,834	1,508,370	402,464
Tanner Pacific, Inc.	CLIRMP - Construction Management & Inspection	02/01/23	12/31/25	9,409,583	8,537,967	871,616
Telstar Instruments	SCADA Software Migration & Support Services	09/19/24	06/30/25	59,630	6,846	52,784
YSI Inc	College Lake Monitoring Equipment, Installation & Warranty	07/18/24	06/30/25	147,246	145,186	2,060

FY2024-25 CONTRACT COMMITMENTS: Quarterly Activity for time period: January 1, 2025 - March 31, 2025

VENDOR	SERVICE	TERM START DATE	TERM END DATE	CONTRACT AMOUNT NOT TO EXCEED	AMOUNT PAID THROUGH 03/31/25	AMOUNT AVAILABLE
CGC Roofing Inc.	New Roof Installation @: BW-2, HS Pump Station, RW-10	09/30/24	11/01/24	17,550	17,550	0
Chappell Pump & Supply Well Drilling	Pull Pump & Video Log Well on Lipanovich (PV Water) Ranch	12/20/24	06/30/25	12,500	4,500	8,000
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
Gutierrez Consultants	Grant and Loan Support Services	12/01/22	12/31/24	250,000	111,699	138,301
Gutierrez Consultants	MLRP Grant Administration Services	01/18/24	06/30/27	705,795	54,099	651,696
Karas Technical Services	Graphic Design Services	07/15/20	06/30/25	25,000	12,195	12,805
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	751,242	126,164
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	463,445	1,486,555
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	125,707	948,224
SDI (Ellen Cross)	Delivered Water Customer Workshops Facilitation & Communications Support Services	08/15/24	06/30/25	89,136	46,458	42,678
Tree Top Web Design	Web Design Services	11/07/17	06/30/25	25,000	19,013	5,988
U.S. Geological Survey (USGS)	Water Resource Investigations	04/01/23	09/30/25	286,179	69,722	216,457
ZAG Technical Services	IT Managed Services & Support FYs 2023-25	07/01/23	06/30/25	150,000	71,978	78,022
Zanjero, Inc.	PV Multibenefit Ag Land Repurposing Program Services	02/19/25	06/30/26	480,000	0	480,000
TOTAL				$114,604,000	$99,942,412	$14,181,589

Contract Complete
Term Date Expired

Prior Qtr less completed contracts:	92,770,181
Net Change in Amt paid this Qtr:	7,172,230
BR Report:	7,172,230
Difference:	0

PAJARO VALLEY WATER MANAGEMENT AGENCY

BUDGET vs. ACTUAL

BY EXPENSE TYPE

2024-25FY as of March 31, 2025

#	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	$ 8,702,945	$ 12,200,000	$ 10,213,905	$ 1,986,095	16.28%
3	Delivered Water Sales	$ 1,492,894	$ 2,000,000	$ 1,582,964	$ 417,036	20.85%
4	Grants & Loans	$ 5,062,600	$ 4,500,000	$ 228,824	$ 4,271,176	94.92%
5	Rental Income	$ 109,150	$ 71,781	$ 66,485	$ 5,296	7.38%
6	Interest Income	$ 1,388,598	$ 600,000	$ 706,172	$ (106,172)	-17.70%
7	Other Financing Revenue-Bond/WIFIA	$ -	$ 33,827,703	$ 28,450,268	$ 5,377,435	15.90%
8	Other Revenue	$ 80,737	$ 37,000	$ 38,011	$ (1,011)	-2.73%
	Revenue Total:	**$ 17,206,891**	**$ 53,606,484**	**$ 41,653,847**	**$ 11,952,637**	**22.30%**
	Expenditures					
9	Salaries, Wages and Benefits	$ 1,765,552	$ 3,004,459	$ 1,821,957	$ 1,182,502	39.36%
10	Conferences and Training	$ 10,505	$ 31,500	$ 8,478	$ 23,022	73.09%
11	Travel/Meals	$ 6,720	$ 47,200	$ 10,577	$ 36,623	77.59%
12	Bank Charges	$ 18,116	$ 40,050	$ 23,284	$ 16,766	41.86%
13	Insurance	$ 52,300	$ 90,500	$ 59,903	$ 30,597	33.81%
14	Taxes & Fees	$ 38,142	$ 130,250	$ 56,702	$ 73,548	56.47%
15	Legal Notices & Ads	$ 46,481	$ 75,250	$ 2,224	$ 73,026	97.04%
16	Dues & Subscription	$ 28,017	$ 46,500	$ 28,004	$ 18,496	39.78%
17	Office Expense	$ 3,236	$ 19,700	$ 2,692	$ 17,008	86.33%
18	Postage	$ 14,144	$ 33,000	$ 9,373	$ 23,627	71.60%
19	Printing	$ 13,920	$ 52,250	$ 10,691	$ 41,559	79.54%
20	Utilities	$ 159,254	$ 406,200	$ 232,084	$ 174,116	42.86%
21	Telephone	$ 13,083	$ 74,750	$ 13,226	$ 61,524	82.31%
22	Office Equipment Leases	$ 9,397	$ 16,500	$ 9,628	$ 6,872	41.65%
23	Project Well Lease	$ 37,500	$ 200,000	$ 37,500	$ 162,500	81.25%
24	Field Supplies-Equipment	$ 24,398	$ 369,000	$ 169,662	$ 199,338	54.02%
25	Elections	$ -	$ 1,000	$ 575	$ 425	0.00%
26	Uniforms	$ 4,576	$ 5,000	$ 4,041	$ 959	19.18%
27	Legal Services	$ 260,245	$ 440,000	$ 77,283	$ 362,717	82.44%
28	Professional Services	$ 7,516,013	$ 11,169,000	$ 6,104,659	$ 5,064,341	45.34%
29	LAFCO District Fees	$ 13,469	$ 18,000	$ 11,316	$ 6,684	37.13%
30	Bad Debt	$ (706)	$ 6,000	$ (779)	$ 6,779	112.98%
31	Collection Fee	$ 3,509	$ 7,000	$ 220	$ 6,780	96.86%
32	Special Projects Outreach	$ 2,244	$ 20,000	$ 11,044	$ 8,956	44.78%
33	Facilities Maintenance	$ 43,884	$ 109,500	$ 53,379	$ 56,121	51.25%
34	Land	$ 31,373	$ 250,000	$ -	$ 250,000	100.00%
35	Easements & ROW	$ 154,508	$ -	$ 47,454	$ (47,454)	0.00%
36	Information Technology	$ 93,928	$ 209,000	$ 107,449	$ 101,551	48.59%
37	Licensed Contractors	$ 35,729,445	$ 28,540,000	$ 18,247,650	$ 10,292,350	36.06%
38	Vehicle Maintenance	$ 16,467	$ 38,500	$ 12,897	$ 25,603	66.50%
39	Vehicle Purchase		$ 45,000	$ -	$ 45,000	100.00%
40	Meters	$ 27,958	$ 50,000	$ 1,607	$ 48,393	96.79%
41	COW Reimb RWF O&M	$ 1,274,298	$ 3,000,000	$ 643,139	$ 2,356,861	78.56%
42	Rebates	$ 12,124	$ 180,000	$ 780	$ 179,220	99.57%
43	City Connection Water Charges	$ 455,711	$ 700,000	$ 375,034	$ 324,966	46.42%
44	Water Sampling	$ 32,962	$ 150,000	$ 85,266	$ 64,734	43.16%
45	DWR Loan Pmt-CDSProp13	$ 251,416	$ 251,415	$ 251,416	$ (1)	0.00%
46	SWRCB Loan	$ -	$ 76,206	$ -	$ 76,206	100.00%
47	Bond Administrative Fee	$ 9,000	$ 12,000	$ 2,875	$ 9,125	76.04%
48	2015 Water Bond	$ 1,547,850	$ 1,138,350	$ 1,138,350	$ -	0.00%
49	2016 Water Bond	$ 804,463	$ 805,713	$ 805,713	$ 1	0.00%
50	2023 COP	$ 1,251,569	$ 1,746,375	$ 1,746,375	$ -	0.00%
	Expenditures Total:	**$ 51,777,070**	**$ 53,605,168**	**$ 32,223,727**	**$ 21,381,441**	**39.89%**
	REVENUES LESS EXPENDITURES	**$ (34,570,179)**	**$ 1,316**	**$ 9,430,119**	**$ (9,428,803)**	

PAJARO VALLEY WATER MANAGEMENT AGENCY

BUDGET vs. ACTUAL

BY DEPARTMENT

2024-25FY as of March 31, 2025

#	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	$ 8,702,945	$ 12,200,000	$ 10,213,905	$ 1,986,095	16.28%
3	Delivered Water Sales	$ 1,492,894	$ 2,000,000	$ 1,582,964	$ 417,036	20.85%
4	Grants & Loans	$ 5,062,600	$ 4,500,000	$ 228,824	$ 4,271,176	94.92%
5	Rental Income	$ 109,150	$ 71,781	$ 66,485	$ 5,296	7.38%
6	Interest Income	$ 1,388,598	$ 600,000	$ 706,172	$ (106,172)	-17.70%
7	Other Financing Revenue-Bond/WIFIA	$ -	$ 33,827,703	$ 28,450,268	$ 5,377,435	15.90%
8	Other Revenue	$ 80,737	$ 37,000	$ 38,011	$ (1,011)	-2.73%
	Revenue Total:	**$ 17,206,891**	**$ 53,606,484**	**$ 41,653,847**	**$ 11,952,637**	**22.30%**
	Expenditures					
9	Office Administration	$ 827,352	$ 1,401,140	$ 811,287	$ 589,853	42.10%
10	Board Support	$ 23,420	$ 67,801	$ 24,206	$ 43,595	64.30%
11	Education & Outreach	$ 96,181	$ 218,944	$ 114,100	$ 104,844	47.89%
12	Grant Administration	$ 75,684	$ 200,163	$ 116,113	$ 84,050	41.99%
13	Conservation	$ 275,742	$ 517,538	$ 118,071	$ 399,467	77.19%
14	BMP Network Improvements	$ 14,241	$ 141,399	$ 10,245	$ 131,154	0.00%
15	HS Recharge Facilities Optimization	$ 871,037	$ 1,330,050	$ 617,188	$ 712,862	53.60%
16	College Lake Project	$ 41,701,720	$ 35,388,862	$ 22,619,631	$ 12,769,231	36.08%
17	Loans & Bonds	$ 3,855,297	$ 4,018,059	$ 3,941,853	$ 76,206	1.90%
18	Harkins Slough Facility	$ 162,442	$ 379,282	$ 199,605	$ 179,677	47.37%
19	Coastal Distribution System	$ 803,951	$ 1,453,743	$ 641,154	$ 812,589	55.90%
20	Supplemental Water (In-Basin)	$ 392,570	$ 1,103,472	$ 297,303	$ 806,169	73.06%
21	Recycled Water Facility	$ 1,333,352	$ 3,264,000	$ 723,418	$ 2,540,582	77.84%
22	Metering Program	$ 304,370	$ 544,381	$ 276,999	$ 267,382	49.12%
23	College Lake WTP	$ -	$ 540,894	$ 283,326	$ 257,568	47.62%
24	Wats Slough & North Dunes Recharge	$ 650,142	$ 1,246,050	$ 639,427	$ 606,623	48.68%
25	Basin Modeling	$ 65,827	$ 130,347	$ 72,402	$ 57,945	44.45%
26	Basin Monitoring	$ 136,984	$ 300,129	$ 129,246	$ 170,883	56.94%
27	In-Basin Management Plan	$ 74,047	$ 312,676	$ 83,876	$ 228,800	73.17%
28	Regional Water Management Plan	$ 5,958	$ 910,250	$ 469,814	$ 440,436	48.39%
29	Out-of-Basin Funding	$ 93,981	$ 72,738	$ 28,673	$ 44,065	60.58%
30	In-Basin Funding	$ 12,773	$ 63,250	$ 5,792	$ 57,458	90.84%
	Expenditures Total:	$ 51,777,070	$ 53,605,168	$ 32,223,727	**$ 21,381,441**	**39.89%**
	REVENUES LESS EXPENDITURES	**$ (34,570,179)**	**$ 1,316**	**$ 9,430,119**	**$ (9,428,803)**	

PV Water
Quarterly Billing Summary
Calendar Year

Type	2024 Consumption(AF)	2024 Dollar	2025 Consumption(AF)	2025 Dollar
March Billing				
Inside Delivered Water Zone	213.271	$ 89,747.71	307.806	$ 140,775.65
Metered	1,178.870	$ 356,559.33	1,990.981	$ 642,673.63
Non-Metered (agriculture)	0.000	$ -	0.000	$ -
Delivered	201.106	$ 91,302.08	394.518	$ 188,185.09
Aromas	49.040	$ 14,810.08	47.140	$ 15,226.22
Cal Water	46.990	$ 14,190.98	48.790	$ 15,759.17
City of Watsonville	1,203.000	$ 363,306.00	1,174.000	$ 379,202.00
Vega Mutual	7.310	$ 2,207.62	7.220	$ 2,332.06
Pajaro/Sunny Mesa	59.260	$ 17,896.52	65.190	$ 21,056.37
Non-Metered (rural residential)	0.000	$ -	0.000	$ -
Subtotal	2,958.847	$ 950,020.32	4,035.645	$ 1,405,210.18
	Uncollected Amt a/o 4/30/24	**$ 130,673.43**		
	Percent of Uncollected Billing	**13.755%**		
June Billing				
Inside Delivered Water Zone	1,203.139	$ 505,318.18		
Metered	5,805.235	$ 1,753,180.87		
Non-Metered (agriculture)	179.532	$ 54,218.73		
Delivered	1,033.149	$ 469,049.45		
Aromas	55.940	$ 16,893.88		
Cal Water	54.650	$ 16,504.30		
City of Watsonville	1,418.000	$ 428,236.00		
Vega Mutual	71.290	$ 21,529.58		
Pajaro/Sunny Mesa	8.790	$ 2,654.58		
Subtotal	9,829.724	$ 3,267,585.58	0.000	$ -
Annual Rural Residential				
Consumption	1,285.00	$ 339,240.00		
Subtotal	11,114.72	$ 3,606,825.58	0.00	$ -
	Uncollected Amt a/o 7/31/24	**$ 1,607,251.65**		
	Percent of Uncollected Billing	**44.561%**		
September Billing				
Inside Delivered Water Zone	2,829.233	$ 1,188,278.04		
Metered	13,839.290	$ 4,179,465.55		
Non-Metered (agriculture)	0.000	$ -		
Delivered	2,006.787	$ 911,081.45		
Aromas	99.770	$ 30,130.54		
Cal Water	64.780	$ 19,563.56		
City of Watsonville	1,609.000	$ 485,918.00		
Vega Mutual	14.540	$ 4,391.08		
Pajaro/Sunny Mesa	94.830	$ 28,638.66		
Non-Metered (rural residential)	4.500	$ 1,188.00		
Subtotal	20,562.731	$ 6,848,654.88	0.000	$ -
	Uncollected Amt a/o 10/31/24	**1,773,186**		
	Percent of Uncollected Billing	**25.891%**		
December Billing				
Inside Delivered Water Zone	1,405.890	$ 590,473.71		
Metered	6,187.103	$ 1,868,505.26		
Non-Metered (agriculture)	169.728	$ 51,257.72		
Delivered	1,065.412	$ 483,697.13		
Aromas	81.010	$ 24,465.02		
Cal Water	62.300	$ 18,814.60		
City of Watsonville	1,501.000	$ 453,302.00		
Vega Mutual	11.960	$ 3,611.92		
Pajaro/Sunny Mesa	85.510	$ 25,824.02		
Non-Metered (rural residential)	3.500	$ 924.00		
Subtotal	10,573.412	3,520,875.37	0.000	0.00
	Uncollected Amt a/o 1/31/25	**1,622,065**		
	Percent of Uncollected Billing	**46.070%**		
Total	**45,209.71**	**14,926,376.15**	**4,035.65**	**1,405,210.18**

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

Account Holder	Bal Over 120
022649-000_LARRY WILLIAM DELANEY	110.35
018074-000_FREDERICK & PAMELA L BLOXHAM	139.62
012885-000_CATHY LEE MEEHAN	139.92
012895-000_RYAN D & SHELBY L MAHARD LOVEJOY	139.92
014644-000_WILLIAM S COLBERT	139.92
015617-000_GEORGE M & ANNA R BORBA	139.92
016202-000_ROBERT LOVE	139.92
017808-000_STEPHEN F & TIMOTHY SCOTT MELLO	139.92
018180-000_SAM S NAGAI	139.92
018825-000_PHILLIP N & IDA O COBOS	139.92
019684-000_REMBERTO M & EVA RENTERIA	139.92
020782-000_JAMES I & SHELLY B TURCOTTE	139.92
022422-000_MITCHELL V KIMBEL & DARLENE HERNANDEZ	139.92
022464-000_KIRK STEVENS	139.92
022843-000_ARMANDO M RAMIREZ	139.92
023116-000_MARIO FORTINO	139.92
024104-000_MICHAEL G & KATHERINE M LEE	139.92
024625-000_ANDREW J WESTERMAN	139.92
024774-000_MANUEL F & VIRGINIA E CUNHA	139.92
024908-000_STEVEN J & LAUREN S MCMULLEN	139.92
025252-000_ERIN TAINA POWER	139.92
025261-000_AHMAD R PIRJABERI	139.92
025265-000_AMI KRISTEN FISHER	139.92
013439-000_PATRICIA PINO	140.00
021713-000_JOSEFINA MENDOZA	140.01
018795-000_ELISA JANE SWENSON	140.04
001369-000_SHANE GIBESON	142.08
018284-000_MARK D KNUTSON	142.08
024538-000_ESTHER S & DANIEL S CRUZ VASQUEZ	142.52
024827-000_MARIA A RAMENO	143.86
025221-000_JOSE LUIS ZEPEDA ET AL ACEVES	143.86
025312-000_TANIMURA & ANTLE INC	197.37
025375-000_STEVEN MICHAEL LABARBERA	216.14
025105-000_JUAN CRUZ	236.89
016957-000_RICHARD M HENRY	264.00
002341-000_FRANCISCA TR ET AL JACQUEZ	279.84
013019-000_DIANE ETHRINGTON	279.84
016216-000_HAJIME J ETOW	279.84

Account Holder	Bal Over 120
018858-000_LETICIA LUNA	279.84
020726-000_MASON D BUSSELL	279.84
025065-000_HERIBERTO E TORRES MORENO	279.84
020567-000_CLYDE W & JUANITA M HOLLAND	283.42
012936-000_ROBERT M SILVA	292.52
014119-000_DAVID P ALLEN TRUSTEE	292.52
015212-000_PHILLIP & SHEILA GATES	292.52
015286-000_ADRIAN M & LORITA OLSON	292.52
016155-000_JENNIFER NOEL MOLHO	292.52
017865-000_KIM KEESUK	292.52
018189-000_MARIE PALMIRA PIMENTEL	292.52
018523-000_EDWARD TURE SKJEFTE	292.52
018547-000_ROBERT H & CAROLINE M DAVIS TR	292.52
018871-000_ARMANDO P & MARY VIRGINIA MARTINEZ, TRS	292.52
019959-000_ROBERT & HILDA G FLORES	292.52
020516-000_CLYDE W & JUANITA M HOLLAND	292.52
020560-000_TIM R BOULERICE	292.52
020789-000_KELLY E & JOSHUA C BALDWIN	292.52
021096-000_JAMES F & CHRISTA JENNINGS	292.52
021620-000_MICHAEL K KRAM	292.52
021625-000_ESTATE OF WILLIAM LEACH	292.52
021740-000_JOSE GARCIA, ETAL	292.52
022370-000_RAFAEL S URIBE	292.52
022419-000_MARCIE J McKEARN	292.52
023134-000_CYNTHIA A ELLIS	292.52
023418-000_NAAMAN & BEVERLY L STARLING	292.52
024373-000_JOSE L BALLIN TRUSTEE	292.52
024430-000_ABIGAIL & GERARDO M CORTES	292.52
024516-000_EL RANCHO TRIPLE M LLC	292.52
024517-000_RUBEN & FAVIOLA GAMA-GUERRERO PONCE	292.52
024629-000_TERESA ANN HALL	292.52
024740-000_STEPHANI ANN DEMILLE	292.52
025209-000_ANDREW P & JESSICA A BARTHOLOW	292.52
025262-000_JAMES FERDINANO G & KELSEY L FRYN	292.52
018789-000_TOKU K & GREG M BECCIO TRUSTEE	365.85
025028-000_JUAN RINCON	384.90
020928-002_ROBERT REYNAGA & MARIA ROGELIA GUTIERREZ, TRUSTEES	390.52
024521-000_DAVID SASO & RAMIE S CLARK	419.76
024245-000_BERNICE TR CHUNG	422.10
018798-000_RAYMOND L & ROSALIE M GARZA	428.48
023378-000_RAYMOND L & ROSALIE M GARZA	428.48
025310-000_AVINA ORGANIC FARMS	565.01
024020-000_DANIEL DAVID TR GUERRERO	584.88

Account Holder	Bal Over 120
025201-000_DAVID THOMAS & TIMNA E HARPER	729.04
000183-000_EUGENE DAVID SILVA	765.10
024881-000_COASTABELLA	816.84
002098-002_HUMBERTO SALCEDO. & HILDA MONTES MADRIZ	847.57
024800-000_HALLOW WAVE HOLDINGS LLC	1,380.14
024819-000_ROBERT SILVA	1,388.08
024339-001_GLADYS MIRELLA MONDRAGON	1,607.74
024954-000_JESUS MUNOZ	1,775.51
024485-001_EL RANCHO TRIPLE M LLC	2,025.84
000596-000_EUGENE DAVID SILVA	2,115.36
022832-000_GUILLERMO ALVARADO	2,218.16
002138-000_EUGENE DAVID SILVA	3,027.21
024485-000_EL RANCHO TRIPLE M LLC	3,889.06
023926-000_371 CALABASAS LLC	4,075.46
023877-000_SSJD NEW HERIZONS	4,282.69
000700-000_RODNEY DAVID SANFORD	4,753.18
025266-000_SALAZAR ORGANIC FARMS	6,130.55
002098-001_HUMBERTO SALCEDO. & HILDA MONTES MADRIZ	7,378.29
024369-000_IGNACIO R & BERTHA CASTILLO MELGOZA	9,158.92
002098-000_HUMBERTO SALCEDO. & HILDA MONTES MADRIZ	10,998.63
024486-003_EL RANCHO TRIPLE M LLC	13,958.45
024486-000_EL RANCHO TRIPLE M LLC	23,546.47
024486-002_EL RANCHO TRIPLE M LLC	28,958.02
024486-001_EL RANCHO TRIPLE M LLC	31,703.98
Total:	**187,495.47**

PAJARO VALLEY WATER MANAGEMENT AGENCY

Account Activity Report per Bank Statement

	Date	Deposits	Withdrawals	Balance
CLEARING ACCOUNT - Mechanics				
Beginning Balance	3/1/2025			$87,559
Cash Receipts		1,364		
Disbursements			4,537,500	
Transfers		4,554,554		
Bank Fees				
Ending Balance	3/31/2025			$105,977
GENERAL FUND10-MMA Mechanics				
Beginning Balance	3/1/2025			$1,901,187
Cash Receipts		1,400		
Transfers			13,660	
Interest Earned		7,219		
Bank Fees				
Ending Balance	3/31/2025			$1,896,147
GENERAL FUND 10 - LAIF				
Beginning Balance	3/1/2025			$2,395,727
Transfers				
Interest Earned		26,400		
Ending Balance	3/31/2025			$2,422,127
GENERAL FUND 20 - LAIF				
Beginning Balance	3/1/2025			$8,797,169
Transfers				
Interest Earned		96,944		
Ending Balance	3/31/2025			$8,894,113
SPECIAL REVENUE FUND 20-ACH Clearing Acct Mechanics				
Beginning Balance	3/1/2025			$0
Cash Receipts		2,625,730		
Sweep/Transfers			2,625,730	
Disbursments/ACH-Wire				
Bank Fees				
Ending Balance	3/31/2025			$0
SPECIAL REVENUE FUND 20-Operating Mechanics				
Beginning Balance	3/1/2025			$89,833
Cash Receipts		501,522		
Transfers		2,440	349,894	
Disbursments/ACH-Wire				
Bank Fees			3,128	
Interest Earned				
Ending Balance	3/31/2025			$240,773
SPECIAL REVENUE Fund 20 Cash Mgmt-FUND20MMN Mechanics				
Beginning Balance	3/1/2025			$11,696,153
Transfers		2,623,290	4,191,000	
Disbursments/ACH-Wire				
Bank Fees				
Interest Earned		38,944		
Ending Balance	3/31/2025			$10,167,387
Certificate of Deposit - DWR Loan Reserve Mechanics Fund 40				
Beginning Balance	3/1/2025			$278,606
Interest Earned		1,036.57		
Ending Balance	3/31/2025			$279,643
Certificate of Deposit - SRF-D1501023				
Beginning Balance	3/1/2025			$81,419
Transfers				
Interest Earned				
Ending Balance	3/31/2025			$81,419

Prior Month Ending Cash Balance:	Total Deposits:	Total Withdrawals:	Month End Cash Balance:
25,327,655	10,480,843	11,720,911	24,087,587
Cash Transfers	7,180,283	7,180,283	-
Actual Cash Receipts/Disbursements	3,300,560	4,540,628	

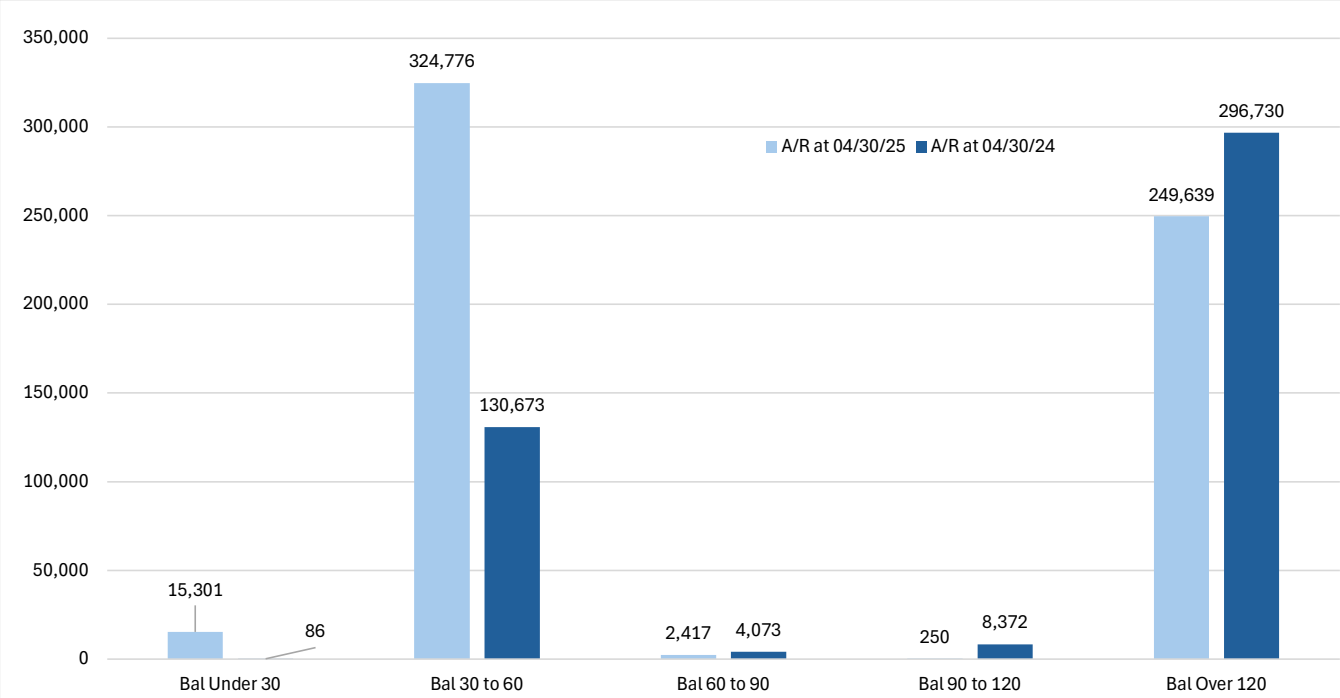
PAJARO VALLEY WATER MANAGEMENT AGENCY
INVESTMENT REPORT
ALL FUNDS
March 31, 2025

Description	Current Yield	Investment	% of Total Portfolio	Weighted Yield
Mechanics Clearing Account	0.00%	**$105,977**	0.44%	0.00%
General Fund 10				
Mechanics General Fund 10 Money Market Account	4.58%	1,896,147	7.87%	0.36%
Local Agency Investment Fund	4.48%	2,422,128	10.06%	0.45%
		$4,318,274		
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%	240,773	1.00%	0.00%
Mechanics Special Revenue Fund 20 Money Market Account	4.58%	10,167,387	42.21%	1.93%
Local Agency Investment Fund	4.48%	8,894,113	36.92%	1.65%
		$19,302,274		
Long Term Debt Fund 40				
Mechanics Certificate of Deposit DWR Loan Reserve	4.85%	$279,643	1.16%	0.06%
Mechanics Certificate of Deposit SRF-D1501023	4.85%	$81,419	0.34%	0.02%
		361,062		
	Total:	**$24,087,587**	**100.0%**	

Total Funds Reserved	361,062
Total Funds Invested	23,379,774
Total Funds Non-Interest Bearing	346,750
Total Funds	**$24,087,587**
Total Available Funds	23,726,525
Cash Reserve Policy Requirements (PV Water)	7,120,000
Surplus (Deficit) of Funds	**$16,606,525**

PV Water
Accounts Receivable Aging 3 Month Trend
As of 04/30/2025

	Balance Forward	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Accounts Receivable before credits	592,383	15,301	324,776	2,417	250	249,639
Credits	(11,312)					
Total Accounts Receivable at 04/30/25	581,070					
Accounts Receivable before credits	439,935	86	130,673	4,073	8,372	296,730
Credits	(4,509)					
Total Accounts Receivable at 04/30/24	435,425					
Accounts Receivable before credits	1,673,920	1,420,655	2,947	264	79,997	187,621
Credits	(17,563)					
Total Accounts Receivable at 03/31/25	1,673,920					
Accounts Receivable before credits	632,906	-6,519	356,564	5,364	3,725	273,772
Credits	(51,414)					
Total Accounts Receivable at 02/28/25	581,492					



Accounts Payable

Checks by Date - Detail by Check Date

User: Priscilla
Printed: 4/24/2025 11:13 AM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
45929	s301	SANTA CRUZ COUNTY CLERK RECORDER'S	04/02/2025	
	FILING FEES	Notice of Determination for WSS-MARR		50.00
			Total for Check Number 45929:	50.00
			Total for 4/2/2025:	50.00
ACH	A1250	AFLAC- FLEX ONE	04/04/2025	
	EE Deferrals	EE PR Deferrals		609.63
			Total for this ACH Check for Vendor A1250:	609.63
ACH	A300	ACWA/JPIA	04/04/2025	
	Inv 0705743	EE PR Deferrals		35,370.80
			Total for this ACH Check for Vendor A300:	35,370.80
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	04/04/2025	
	EE Deferrals	EE PR Deferrals		5,060.00
			Total for this ACH Check for Vendor N125:	5,060.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	04/04/2025	
	EE Deferrals	ER/EE Retirement Contributions		11,292.81
	EE Retirement Contrib	EE PR Deferrals		1,954.94
			Total for this ACH Check for Vendor P1300:	13,247.75
ACH	P555	PVWMA-Cafeteria Account	04/04/2025	
	EE Deferrals	EE PR Deferrals		1,086.68
			Total for this ACH Check for Vendor P555:	1,086.68
ACH	A1250	AFLAC- FLEX ONE	04/04/2025	
	Addtl EE Deferral	EE PR Deferrals		51.89
			Total for this ACH Check for Vendor A1250:	51.89
ACH	m2214	MOUNTAIN CASCADE, INC.	04/04/2025	
	91601-21	CL Pipeline Construction from Jan 1 to Jan 31		95,511.75
			Total for this ACH Check for Vendor m2214:	95,511.75
45930	a110	AM CONSERVATION GROUP, INC.	04/04/2025	
	IN1791297	1.0 GPM Bubble Spray Aerator		488.26
			Total for Check Number 45930:	488.26
45931	a615	AMAH MUTSUN LAND TRUST	04/04/2025	
	250326-320-001	Archaeological Monitoring Work from 1/7/24 - 10/23/24		99,954.39
			Total for Check Number 45931:	99,954.39

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
45932	a910	ATCHINSON,BARISONE,CONDOTTI	04/04/2025	
	34727	General/Board/HS/Basin Mgmt Legal Matters for 2/1/25 to 2/28/25		11,330.60
	34728	General Legal Matters for 2/1/25 to 2/28/25		343.00
	34729	General Legal Matters for 2/1/25 to 2/28/25		1,135.10
			Total for Check Number 45932:	12,808.70
45933	p1109	BELINDA PLATTS	04/04/2025	
	INV2025-AnnRpt	2025 Annual Report		9,945.00
			Total for Check Number 45933:	9,945.00
45934	W400	CITY OF WATSONVILLE UTILITIES	04/04/2025	
	CUST#602389	Office Montly Utilities for 02/13/25 - 03/11/2025		185.73
			Total for Check Number 45934:	185.73
45935	c1785	CORRPRO COMPANIES, INC.	04/04/2025	
	782610	Cathodic Protection Survey		10,000.00
			Total for Check Number 45935:	10,000.00
45936	f200	FEDERAL EXPRESS, INC.	04/04/2025	
	8-813-08371	Shipping Charges for YSI Supplies		223.95
			Total for Check Number 45936:	223.95
45937	a999	Angelica Guillen	04/04/2025	
	REBATE	Rainwater Catchment Rebate for two 55 gal. barrels		60.00
			Total for Check Number 45937:	60.00
45938	k89	KARAS TECHNICAL SERVICES	04/04/2025	
	15306	Graphic Files for Spring Newsletter		260.00
	15307	Spring Newsletters		1,081.04
			Total for Check Number 45938:	1,341.04
45939	m1050	MAGGIORA BROS. DRILLING INC.	04/04/2025	
	111106	Recovery Well 12		2,412.01
			Total for Check Number 45939:	2,412.01
45940	M1010	MAGNOLIA GARDENING INC	04/04/2025	
	35601	76 Holohan Rd Mo. Landscape Maint. for 4/25		90.00
	35665	36 Brennan Building Mo. Landscape Maint. for 4/25		100.00
			Total for Check Number 45940:	190.00
45941	m303	MARTIN B FEENEY, PG, CHg CONSULTING HYDROLOGIST	04/04/2025	
	2025-1	Hydrogeologic Consulting Jan - Mar 2025		770.00
			Total for Check Number 45941:	770.00
45942	p1160	MIKE PODLECH	04/04/2025	
	2626	Data Analysis/Reporting for 3/1/25 - 3/31/25		1,125.00
			Total for Check Number 45942:	1,125.00
45943	m1086	MILLER MAXFIELD, INC.	04/04/2025	
	0225PV	WTP Signage Planning/Social Media Support		1,337.50
			Total for Check Number 45943:	1,337.50

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
45944	m1175	MONTEREY BAY ANALYTICAL SERVICE INC	04/04/2025	
	250310076	CDS		1,723.00
	250311100	Surface Water		1,562.00
	250311102	CL Algae Monitoring		2,451.00
			Total for Check Number 45944:	5,736.00
45945	O217	OFFICE AND HOME CLEANING SERVICES	04/04/2025	
	2786	36 Brennan Mo. Office housekeeping for March 2025		600.00
	2789	76 Holohan Mo. Housekeeping for March 2025		600.00
			Total for Check Number 45945:	1,200.00
45946	P180	PENINSULA MESSENGER LLC	04/04/2025	
	1476572	Monthly RaboBank Courier for 3/25		139.00
			Total for Check Number 45946:	139.00
45947	P800	PG & E	04/04/2025	
	0688235687-3	Service at 76 Holohan Rd for 02/20/25 - 03/20/25		847.59
	2926809320-9	Service at 36-B Brennan St for 02/20/25 - 03/20/25		263.69
	3015753830-4	Electric Pump/2 homes/76 & 116 Holohan for 02/20/25 - 03/20/25		17.23
	3771390038-1	Service at Jensen Rd # 3 for 02/18/25 - 03/18/25		28.82
	4291054495-8	Service at 475 San Andreas Rd for 02/19/25 - 03/19/2025		997.84
	5290624576-7	Service at 2240 Beach Rd 02/18/25 - 02/18/25		22.71
	5916054391-0	Service at 187 C San Andreas RD for 02/19/25 - 03/19/25		1,835.42
			Total for Check Number 45947:	4,013.30
45948	C1580	SPECTRUM BUSINESS COMMUNICATIONS	04/04/2025	
	0124982032025	76 Holahan/Internet/communication for 03/20/25 - 04/19/25		136.23
	0154296032325	36 Brennan Line & Internet services for 03/23/25 - 04/22/25		696.33
			Total for Check Number 45948:	832.56
45949	T328	TREE TOP WEB DESIGN INC	04/04/2025	
	4110	IT-Website support service for 03/28/25		185.00
			Total for Check Number 45949:	185.00
45950	U185	U.S. BANK EQUIPMENT FINANCE	04/04/2025	
	551285760	Cont#500-0592136-RICOH 36 Brennan Copier for 04/10/2025		208.57
	551662414	CONTR#500-0626919-RICOH Upstairs copier for 03/14/25 - 04/14/25		79.55
			Total for Check Number 45950:	288.12
45951	W80	WAGEWORKS INC.	04/04/2025	
	2050688	Mo. Admin. & Compliance Fee for March 2025		104.00
			Total for Check Number 45951:	104.00
45952	w200	WATER EDUCATION FOUNDATION	04/04/2025	
	WEFMEM2025ML171	2025 WEF Membership		1,500.00
			Total for Check Number 45952:	1,500.00
45953	Z100	ZAG TECHNICAL SERVICES, INC.	04/04/2025	
	301567	IT-Monthly Agreement-KnowBe4 Security Awarness		970.80
			Total for Check Number 45953:	970.80
			Total for 4/4/2025:	306,748.86

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
45954	S1405	SC FUELS INC	04/09/2025	
	1017001	Agency Vehicles Fuel for 3/6 to 3/13/25		653.00
	1024427	Agency Vehicles Fuel for 3/18 to 3/26/25		381.99
			Total for Check Number 45954:	1,034.99
45955	T345	THE HOME DEPOT CREDIT SERVICES	04/09/2025	
	7194778/3203169	Field Supplies/Equip. for 2/25		245.65
			Total for Check Number 45955:	245.65
45956	U185	U.S. BANK EQUIPMENT FINANCE	04/09/2025	
	552894222	Contr#500-0703068 76 Holohan copier for 3/1 - 4/30/25		320.28
			Total for Check Number 45956:	320.28
45957	W80	WAGEWORKS INC.	04/09/2025	
	INV7548622	Mo. Admin & Compliance fee for 2/25		104.00
			Total for Check Number 45957:	104.00
			Total for 4/9/2025:	1,704.92
ACH	t333	THE BANK OF NEW YORK MELLON TRUST CO.	04/11/2025	
	252-250009467	Trustee Fee for WIFIA CLP Loan 2/2/25 - 2/19/25		1,500.00
	252-250009600	Trustee Fee for WIFIA WSS-MARR Loan for 2/20/25 - 2/19/26		1,500.00
			Total for this ACH Check for Vendor t333:	3,000.00
			Total for 4/11/2025:	3,000.00
ACH	A1250	AFLAC- FLEX ONE	04/18/2025	
	EE Deferrals	EE PR Deferrals		661.52
			Total for this ACH Check for Vendor A1250:	661.52
ACH	N125	NATIONWIDE RETIREMENT SOLUTION	04/18/2025	
	EE Deferrals	EE PR Deferrals		5,260.00
			Total for this ACH Check for Vendor N125:	5,260.00
ACH	P1300	PERS-Fiscal Services Division Cashier Unit	04/18/2025	
	EE Deferrals	ER/EE Retirement Contributions		11,542.91
	EE Retirement Contrib	EE PR Deferrals		1,954.94
			Total for this ACH Check for Vendor P1300:	13,497.85
ACH	P555	PVWMA-Cafeteria Account	04/18/2025	
	EE Deferrals	EE PR Deferrals		1,086.68
			Total for this ACH Check for Vendor P555:	1,086.68
ACH	T359	THE STANDARD INSURANCE COMPANY	04/18/2025	
	00-649299-0087	Long Term Disability Benefits		616.64
			Total for this ACH Check for Vendor T359:	616.64

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
ACH	G330	GUTIERREZ CONSULTANTS, INC.	04/18/2025	
	1969	MBLRP Multi-Benefit Land Repursposing Prg Grant 2/1 to 2/28/25		5,005.00
	1970	DWR Watershed Resilience Grant for 2/1 To 2/28/25		10,939.50
	1981	MBLRP Multi-Benefit Land Repurposing Prg Grant for 3/25		2,002.00
	1982	DWR Watershed Resilience Grant for 3/25		3,503.50
			Total for this ACH Check for Vendor G330:	21,450.00
ACH	M1875	MICROSOFT AZURE	04/18/2025	
	E0600VTKUZ	IT-Support/Pay as you go for 2/12 - 3/11/25		13.59
			Total for this ACH Check for Vendor M1875:	13.59
ACH	S2620	STATE WATER RESOURCES CONTROL BOARD-SWRCB	04/18/2025	
	SW-0316142	CL Treatment Pl holahan FacilityID#344C400981 for 4/1/25 - 3/31/26		1,105.00
	SW-0316144	CL Pipeline Proj. Holahan FacilityID#344c401095 for 4/1/25 - 3/31/26		1,969.00
			Total for this ACH Check for Vendor S2620:	3,074.00
45958	A190	ACE HARDWARE OF WATSONVILLE INC	04/18/2025	
	3/4 - 3/28/25	CD's/Meters/Hydro Supplies for 3/25		357.11
			Total for Check Number 45958:	357.11
45959	A800	A TOOL SHED EQUIPMENT RENTALS	04/18/2025	
	1734913-6	Holohan floodwater moisture removal for 3/25		112.70
			Total for Check Number 45959:	112.70
45960	A850	AVAYA FINANCIAL SERVICES.	04/18/2025	
	46846719	Phone/VM Lease Agreement for 4/1 - 4/30/25		435.12
			Total for Check Number 45960:	435.12
45961	B102	BKS LAW FIRM, PC	04/18/2025	
	8812-0001,5&6	Legal CL & WSR for 3/25		8,249.61
			Total for Check Number 45961:	8,249.61
45962	C103	CBEC ECO ENGINEERING	04/18/2025	
	50231	CL Hydrologic & Water Monitoring 2025 & 2026 for 2/22 to 3/28		15,951.00
			Total for Check Number 45962:	15,951.00
45963	C1580	SPECTRUM BUSINESS COMMUNICATIONS	04/18/2025	
	0154296032325	36 Brennan Line & Internet services for 3/23 to 4/22/25		696.33
			Total for Check Number 45963:	696.33
45964	E355	EKI ENVIRONMENT & WATER INC	04/18/2025	
	B90103.04	HS & WSR Recharge/Amendment #5 for 2/1 - 3/31/25		4,599.40
			Total for Check Number 45964:	4,599.40
45965	E500	ENVIRONMENTAL SCIENCE ASSOCIATES	04/18/2025	
	206601	Updating HSR & WSR Pipeline Project for 3/1 - 3/31/25		23,391.00
			Total for Check Number 45965:	23,391.00
45966	F200	FEDERAL EXPRESS, INC.	04/18/2025	
	882027268	To: Onset Computer for 3/25		83.01
			Total for Check Number 45966:	83.01

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
45967	G195	GREENWASTE RECOVERY LLC	04/18/2025	
	ID#219557	76 Holohan Green Waste for 3/25	219557	134.95
			Total for Check Number 45967:	134.95
45968	K310	KITTLESON ENVIRONMENTAL CONSULTING	04/18/2025	
	025.45	PVWMA 2025 Biological Consulting for 2/21 - 4/9/25		4,877.05
			Total for Check Number 45968:	4,877.05
45969	M1050	MAGGIORA BROS. DRILLING INC.	04/18/2025	
	004874	HSP Field Supplies for 4/25		103.17
			Total for Check Number 45969:	103.17
45970	M1086	MILLER MAXFIELD, INC.	04/18/2025	
	0325PV	WTP Interpretive, tour,draft design, CL Stickers for 3/25		3,391.74
			Total for Check Number 45970:	3,391.74
45971	M1175	MONTEREY BAY ANALYTICAL SERVICE INC	04/18/2025	
	250317-046	Water Samples Surface for 3/17/25		434.00
	250319-002	Water Samples Surface for 3/19/25		994.00
	250319-003	Water Samples Surface for 3/19/25		1,420.00
	250319-004	Water Samples Surface for 3/19/25		1,495.00
	250325-062	Water Samples CDS		2,284.00
			Total for Check Number 45971:	6,627.00
45972	N260	NGWA THE GROUNDWATER ASSOC.	04/18/2025	
	M#3155981	Annual Membership ID# 3155981 thru 6/2025		120.00
			Total for Check Number 45972:	120.00
45973	O250	ONSET COMPUTER CORP.	04/18/2025	
	301889	HOBO Water Level U20L Series for 4/25		45.00
			Total for Check Number 45973:	45.00
45974	O411	O'REILLY AUTO PARTS	04/18/2025	
	2912-119181	Field supplies for 3/25		20.84
	2912-119603	Field supplies for 3/25		16.45
	2912-126091	Field supplies for 4/25		10.15
			Total for Check Number 45974:	47.44
45975	P1000	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	04/18/2025	
	3107174684	Postage Equipment Leasing Fee for 4/30 - 7/30/25		582.05
			Total for Check Number 45975:	582.05
45976	P500	PAJARO VALLEY LOCK SHOP LLC	04/18/2025	
	8772	CDS Field Supplies/PadLock for 3/25		99.56
			Total for Check Number 45976:	99.56
45977	P800	PG & E	04/18/2025	
	1787734656-3	Service at 1859 Beach rd/BW-2 for 3/10 to 4/7/25		1,857.39
	9214983032-2	Service at 1931 Beach rd/BW-1 for 3/7 to 4/10/25		1,938.36
	9218085363-9	Service at 162 San Andreas Rd/HSP Pump for 3/7 to 4/10/25		16,458.28
	9968544374-1	Service at 36 Brennan St for 3/10 to 4/7/25		895.56
			Total for Check Number 45977:	21,149.59

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check
45978	R40	CARDMEMBER SERVICE	04/18/2025	
	MAR2025	Agency Credit Card Purchases		1,892.18
			Total for Check Number 45978:	1,892.18
45979	S1405	SC FUELS INC	04/18/2025	
	1031608	Agency Vehicles Fuel for 4/3 to 4/15/25		583.96
			Total for Check Number 45979:	583.96
45980	S1681	SHAMROCK OFFICE SOLUTIONS	04/18/2025	
	4337626-CAL	36 Brennan/Cont. printer usage/BW & Clr for 4/2 - 5/1/25		256.60
	4337628-CAL	76 Holohan/Cont#CN32691-01 usage/BW & Cl for 3/2 - 4/1/25		43.47
			Total for Check Number 45980:	300.07
45981	S1900	SOIL CONTROL LAB, INC.	04/18/2025	
	5040074	Soil Monitoring Lab for 4/25		1,602.00
			Total for Check Number 45981:	1,602.00
45982	T305	TELSTAR INSTRUMENTS, INC.	04/18/2025	
	126222	Services performed PVWMA for 4/25		1,610.40
	IT-EQUIP-UPGRAD	IT Scada Upgrade Equip @ Holohan for 4/25		3,920.00
			Total for Check Number 45982:	5,530.40
45983	T328	TREE TOP WEB DESIGN INC	04/18/2025	
	4119	Mtg/Nancy irregularities in the new pymnt system for 4/3/25		138.75
			Total for Check Number 45983:	138.75
45984	U185	U.S. BANK EQUIPMENT FINANCE	04/18/2025	
	553570920	Contr#500-0592136 36 Brennan copier for 4/10 to 5/10/25		208.57
			Total for Check Number 45984:	208.57
45985	V369	VERIZON WIRELESS	04/18/2025	
	6109856024	Agency Personnel Cell Ph.& equipt. for 3/2 - 4/1/25		515.52
			Total for Check Number 45985:	515.52
45986	W400	CITY OF WATSONVILLE UTILITIES	04/18/2025	
	#100507	PVWMA Recycled Water Use for JAN - MAR 2025		22,652.57
			Total for Check Number 45986:	22,652.57
45987	Z100	ZAG TECHNICAL SERVICES, INC.	04/18/2025	
	300642	IT-Professional Support Agreement for 2/25		410.00
	300719	IT-Deploy Microsoft 365 apps for 2/25		362.00
	300794	IT-Mo. Subs./base retention Agreement-Datto Cloud for 2/25		970.80
	300849	IT-Professional Support Agreement for 2/25		2,100.00
	300861	IT-Monthly Agreement-KnowBe4 Security Awarness for 2/25		164.88
	300961	IT-Professional Support Agreement for 2/25		51.25
	301069	IT-Professional Support Agreement for 2/25		410.00
	301677	IT-PS Managed Computer/Server for 3/25		2,100.00
	301814	IT-Monthly Agreement-KnowBe4 Security Awarness for 3/25		164.88
	301826	IT-Deploy Microsoft 365 apps for 3/25		362.00
			Total for Check Number 45987:	7,095.81
			Total for 4/18/2025:	177,232.94
			Report Total (75 checks):	488,736.72