

**DIRECTORS**

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

John D. Menne



**PLEASANT VALLEY COUNTY WATER DISTRICT**

PIONEER IN FOX CANYON AQUIFER CONSERVATION  
SERVING AGRICULTURE SINCE 1956

154 S. LAS POSAS ROAD, CAMARILLO, CA 93010-8570  
Phone: 805-482-2119  
Fax: 805 484-5835

**STAFF**

Jared L. Bouchard  
General Manager

General Counsel  
Arnold, Bleuel, LaRochelle,  
Mathews & Zirbel, LLP

**PLEASANT VALLEY COUNTY WATER DISTRICT  
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**NOTICE OF MEETING**

**NOTICE IS HEREBY GIVEN** that the Pleasant Valley County Water District Board of Directors will hold a **SPECIAL MEETING** Tuesday January 23rd, 2024, @ 10:00 a.m. at the District Office located at 154 S. Las Posas Road, Camarillo, CA 93010-8570.

The following provides information to the public and consultants on how to observe and/or participate in the meeting remotely. Meeting Zoom Link for Live Public and Consultant Participation and Real Time Public and Consultant Comments:

**Join Zoom Meeting**

<https://us06web.zoom.us/j/85490020842>

Meeting ID: 854 9002 0842

- +1 669 900 6833 US (San Jose)
- +1 408 638 0968 US (San Jose)

Public comments may be submitted in person, virtually via Zoom, or written. In-person and virtual comments should be no longer than 3 minutes. In-Person: Complete a speaker request form located at the entrance of the Council Chamber and give it to the Agency Clerk. Your name will be called when it is your turn to speak. Virtually via Zoom: Access the meeting Zoom link to provide real-time (virtual) comments at appropriate public comment times throughout the meeting by using the raise hand feature. Written: All written public comments should be no more than 500 words and are subject to the Public Records Request Act. Written comments should be submitted to the Agency Clerk by 9:00 a.m. on the day of the Water Agency meeting by email or directly to the Agency Clerk's Office. Email [nancy@pvcwater.com](mailto:nancy@pvcwater.com) and enter "Public Comment" in the Subject line (and agenda item number if applicable). Mail or drop off written comments to the Agency Clerk's Office located at 154 S. Las Posas Rd. Please clearly mark envelope with "PVCWD Public Comment and meeting date."

## AGENDA

The agenda is posted at least 72 hours preceding the Board meeting and contains all items on which Board action will be allowed pursuant to Government Code Section 54954.2. Action will be taken on unanticipated items only when an emergency (as defined in Section 54956.5) exists or as otherwise allowed under Section 54954.2(b).

An opportunity for members of the public to briefly address the Board on items not on the agenda is provided at the beginning and end of each meeting. Persons wishing to comment on agenda items should complete a speaker card and submit it (preferably before the meeting) to the Clerk. The Chairman will then recognize them at the appropriate time. Once recognized, persons should step to the podium, clearly state their name, and address for the record, and address the item being considered in as brief, clear, and concise a manner as possible.

### **OPEN SESSION AND CALL TO ORDER:**

- 1) Pledge of allegiance.
- 2) Roll call.
- 3) Determination of quorum.
- 4) Approval of agenda.
- 5) Approval of Minutes:

#### **a. December 05, 2023 Special Board Meeting**

- 6) Open Forum.

This is an opportunity for the public to address the Board on matters not appearing on the agenda. No action may be taken by the Board at this time, but items can be considered for placing on the agenda for a subsequent meeting.

### 7) **Action Items**

- A. **Consider Task Order Number 7 Support Services During Construction for the Recycled Water Pipeline Project**

**Recommendation:** Authorize the General Manager to execute task order Number 7 in an amount not to exceed \$461,118.00

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**B. Consider PVCWD Investment Strategies - to Include Opening CLASS and LAIF Accounts.**  
**Recommendation:** (1) Authorize staff to open CLASS and LAIF investment accounts (2) transfer 1.8 million from County Fund Investment to CLASS account. (3) Adoption of PVCWD Investment Policy.

**C. Consider Resolution 24-01 Adopting a Debt Management Policy for the Pleasant Valley County Water District**  
**Recommendation:** Adopt Resolution 24-01 Adopting a Debt Management Policy for the Pleasant Valley County Water District

**D. Consider Authorizing the General Manager to establish a line of credit with Pacific Western Bank/ Bank of California in the amount of \$1,000,000. - Origination fees not to exceed \$25k, annual maintenance fee not to exceed \$2500. and an interest rate of prime plus 1%.**  
**Recommendation:** Authorize the General Manager to execute loan documents that incorporate terms of (1) Origination fees not to exceed \$25k (2) annual maintenance fees not to exceed \$2500 (3) Interest rate of prime plus 1% (4) Line of Credit of up to \$1,000,000

**E. Consider Acuity Hub Agreement with XIO Inc. for Supervisory Control and Data Acquisition (SCADA) services**  
**Recommendation:** Authorize the General Manager to execute the Agreement

**F. RATIFICATION OF CHECKS** The Board will review and ratify checks issued and funds transferred for the period December 5th, 2023, through January 19th, 2024.  
**Recommendation:** Approve

**8) GENERAL MANAGER COMMENTS**

**9) OTHER BUSINESS.**

**10) CLOSED SESSION** It is the intention of the Pleasant Valley County Water District Board of Directors to be in closed session to consider the following items:  
**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Authority: California Government Code § 54956.9(d)(1)  
Pursuant to Government Code § 54956.9(d)(1), the Board of Directors will meet in closed session to discuss, confer with, and receive advice from legal counsel regarding existing litigation to which the District is a named party, specifically OPV Coalition, et. al. v. Fox Canyon Groundwater Management Agency, et. al., Santa Barbara County Superior Court Case No. VENCI00555357

## 11) ADJOURNMENT.

In compliance with the Americans with Disabilities Act, all possible accommodations will be made for individuals with disabilities so they may attend and participate in meetings. If special assistance is needed, please call the Agency staff at (805) 482-2119 at least 24 hours prior to the meeting so proper arrangements may be assured. If requested, and as possible, agendas will be provided in alternative formats.

**Agenda Posting Certification:** This agenda was posted not less than 72 hours prior to the scheduled meeting date and time at 154 S. Las Posas Road Camarillo CA, 93010 in a location that is accessible 24 hours a day to the General Public and is posted on the Pleasant Valley County Water District website <https://www.pleasantvalleycountywaterdistrict.com/board-meetings>



**Jared Bouchard**  
**General Manager**

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LLP

MINUTES OF SPECIAL MEETING OF THE  
BOARD OF DIRECTORS  
PLEASANT VALLEY COUNTY WATER DISTRICT HELD  
Tuesday December 5th, 2023 @ 10:00a.m.

Pursuant to notice given, a Special Meeting of the Board of Directors of the Pleasant Valley County Water District was held on Tuesday December 5th, 2023 @ 10:00 a.m. in the district headquarters facility, 154 S. Las Posas Rd, Camarillo, CA.

Call to Order

The meeting was called to order at 10:03 a.m. by Board President Vujovich.

Agenda Item #1- Pledge of Allegiance - led by Board President Vujovich.

Agenda #2- Roll Call

Attendance was as follows:

Directors Present:

President Thomas P. Vujovich, Jr.

Vice President Kaihara (arrived at 10:16 a.m.)

Director John Menne

Director John Broome (attendance -remote due to medical)

Director Peter Hansen

Directors Absent:

None

Staff Present: Dennis McNulty, Attorney

Jared Bouchard, General Manager

### Agenda Item #3 – Determination of Quorum

Quorum was established.

### Agenda Item #4 – Approval of Agenda

A motion to approve the agenda was made by Director Menne; seconded by Director Hansen. Motion passed unanimously with a 4-0 vote and the agenda was approved as presented.

Ayes: -4- Directors: Broome, Vujovich, Menne, Hansen

Ney's: -0-

Absent: -1- Kaihara

Abstained: - 0-

### Agenda Item #5 -Approval of Minutes

A motion to approve the minutes of the Special Board meeting held on October 30th, 2023, was made by Director Broome, seconded by Director Hansen. Motion passed unanimously with a 4-0 vote, and minutes were approved as presented.

Ayes: -4- Directors: Vujovich, Broome, Menne, Hansen

Ney's: -0-

Absent: -1- Kaihara

Abstained: - 0-

### Agenda Item #6 -Open Forum

Public in attendance: Daniel Naumann of United Water Conservation District

Public comment: Daniel Naumann of united Water Conservation District gave an update on water issues and availability.

### Agenda Item #7- Action Items

#### A. Award Contract for the construction of the Pleasant Valley Recycled Water Pipeline Project

1. Bid protests were reviewed, allegations and request for disqualification were found to be “inconsequential deviations” and therefore did not invalidate the lowest responsible bidder.
2. A motion to award the Construction of the Pleasant Valley Recycled Water Pipeline contract to the lowest responsible bidder, J. Vega Engineering Inc. for an amount not to exceed \$3,812,777 was made by Director Menne, seconded by Director Kaihara. Motion passed unanimously with a 5-0 vote.

Ayes: -5- Directors: Vujovich, Broome, Hansen, Menne, Kaihara  
Ney's: -0-  
Absent: -0-  
Abstained: - 0-

B. Ratification of Checks

A motion was made by Director Hansen, seconded by Director Kaihara to ratify checks issued from September October 27th, 2023, through December 4<sup>th</sup>, 2023. The motion passed unanimously with a 5-0 vote, and the list of checks ratified is appended to these minutes.

Ayes: -5- Directors: Vujovich, Broome, Hansen, Menne, Kaihara  
Ney's: -0-  
Absent: -0-  
Abstained: -0-

Agenda Item #8 - General Manager Comments

General Manager Bouchard gave an update on the ACWA conference.

Agenda Item # 9 - Other Business

No other Business

Agenda Item # 10 - Closed Session

The Board went into closed session per Subdivision (d) of the California Government Code Section 54956.9© to conference with legal counsel on potential or existing litigations. Pleasant Valley County Water District Board of Directors entered closed session to consider the following items: CONFERENCE WITH LEGAL COUNSEL – EXISITING LITIGATION Authority: California Government Code § 54956.9(d)(1) Pursuant to Government Code § 54956.9(d)(1), the Board of Directors met in closed session to discuss, confer with, and receive advice from legal counsel regarding existing litigation to which the District is a named party, specifically OPV Coalition, et. al. v. Fox Canyon Groundwater Management Agency, et. al., Santa Barbara County Superior Court Case No. VENCIO0555357

The Board concluded closed session at 11:47 a.m. An Ad Hoc committee was formed to advise the board on OPV issues. Ad Hoc committee members are as follows:

Director Menne  
Director Broome

Agenda Item # 11 - Adjournment

The meeting was adjourned upon a motion duly made seconded, and carried unanimously at 11:34 a.m.

Respectfully Submitted:

Minutes Approval:

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Jared Bouchard, General Manager

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Thomas Vujovich, Board President



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## **January 23, 2024 SPECIAL MEETING**

**TO: BOARD OF DIRECTORS**

**FROM: GENERAL MANAGER**

**SUBJECT: Consider Task Order Number 7 Support Services During Construction for the Recycled Water Pipeline Project**

### **AGENDA ITEM: 7A**

The attached task order will authorize and facilitate the support necessary to continue with the implementation of the PVCWD Ground Water Sustainability Improvement Program funded by the SGMA Round 1 Implementation Grant.


The task order is consistent with the budget and planned expenditures submitted with the grant application.

Task Order Number 7- Authorizes MKN to assist the District through the construction phase of the Recycled Water Pipeline Project. This support includes inspection services, as built, environmental support, material testing, submittal evaluation and other necessary documentation required to remain in compliance with grant funding obligations. An exhaustive list of the support services can be found on pages 2 -6 of the task order.

**Recommendation:** Authorize the General Manager to execute task order Number 7 in an amount not to exceed \$461,118.00



**TASK ORDER AUTHORIZATION**

<b>Consultant:</b> MKN & Associates	
<b>Agreement:</b> GSP Program On-Call	
<b>Task Order No.:</b> 7	<b>Date:</b> 12-15-23
Pursuant to the Terms and Conditions of the Agreement referenced above, Consultant hereby agrees to perform the Professional Services described below. The Consultant shall furnish all necessary facilities, materials, and professional technical and supporting personnel required by this Task Order Authorization. Professional Services rendered under this Task Order Authorization shall be performed in accordance with Section – Scope of Work of thereferenced Agreement	
<b>Part A</b>	<b>Scope of Services</b>
Professional Services rendered under this Task Order shall be provided in accordance with Agreement. The Scope of Services shall be as set forth in Exhibit A of the Agreement and as set forth below and as more fully described in the attached Scope of Services.	
<b>Part B</b>	<b>Task Order Compensation</b>
The total compensation for this Task Order Authorization shall not exceed <b>\$461,118</b> for the Professional Services as described in Part A above and as set forth in the referenced Agreement for Consulting Services. Task Order Compensation shall be in accordance with the Fee Schedule (Attachment “B”) in the referenced Agreement and the approved cost estimate attached to this Task Order.	
<b>Part C</b>	<b>Personnel Commitment</b>
Personnel to be assigned for performance of the Services under this Task Order shall be in the number and classifications so identified in Attachment “B” of the Agreement.	
<b>Part D</b>	<b>Time Sequence</b>
All Professional Services to be performed under this Task Order Authorization shall be in accordance with the approved schedule attached to this Task Order.	
<b>Pleasant Valley County Water District</b>	<b>Consultant</b>
Approved by:	I hereby acknowledge receipt and acceptance of this Task Order For:
Signature:	Signature: 
Name:	Name: Ryan Gallagher
Title:	Title: Principal
Date:	Date: 12-15-23



December 15, 2023

Jared Bouchard  
 General Manager  
 Pleasant Valley County Water District  
 154 S Las Posas Road  
 Camarillo, CA 93010

**RE: Groundwater Sustainability Improvement Program – Task Order No. 7**

Dear Mr. Bouchard,

We are pleased to provide the following proposal for Task Order No. 7. This Task Order (TO) focuses on providing continued support related to execution of the required activities covered within the Sustainable Groundwater Management Act (SGMA) Implementation Grant (Agreement Number 4600014641). The TO covers activities with near term deliverables related to Component 2 – Recycled Water (RW) Pipeline as described in the SGMA Implementation Grant.

**Project Background**

A summary of current Task Orders and related grant authorization is provided as **Table 1**.

**TABLE 1 – TASK ORDER SUMMARY**

Grant Component	Budget	Task Order No.								Remaining Budget
		1	2	3	4	5	6	Contr. Award <sup>(1)</sup>	7 <sup>(2)</sup>	
<b>Comp. 2 – RW Pipeline</b>	<b>\$5,260,000</b>									<b>\$117,762</b>
(a) Administration	\$55,000	\$18,756	\$12,939			\$14,328			\$31,560	(\$22,583)
(b) Design	\$580,000		\$194,185		\$228,803				\$117,367	\$39,645
(c) Construction	\$4,580,000							\$4.18M	\$312,191	\$87,809
(d) Monitoring	\$25,000						\$24,645			\$355
(e) Outreach	\$20,000		\$7,464							\$12,536
<b>Comp. 3 – Pilot Program</b>	<b>\$550,000</b>									<b>\$253,755</b>
(a) Administration	\$35,000			\$8,795		\$16,176				\$10,029
(b) Design	\$235,000			\$107,350			\$126,052			\$1,598



Grant Component	Budget	Task Order No.								Remaining Budget
		1	2	3	4	5	6	Contr. Award <sup>(1)</sup>	7 <sup>(2)</sup>	
(c) Construction	\$240,000									\$240,000
(d) Monitoring	\$25,000					\$24,831				\$169
(e) Outreach	\$15,000			\$13,041						\$1,959
<b>Total</b>		<b>\$18,756</b>	<b>\$214,588</b>	<b>\$129,186</b>	<b>\$228,803</b>	<b>\$55,335</b>	<b>\$150,697</b>	<b>\$4.18M</b>	<b>\$456,888</b>	<b>\$375,747</b>

Notes:

- (1) Construction contract of \$3.8M with 10% contingency included.
- (2) Task Order No. 7 is proposed.
- (3) Remaining unused budget from Component 2(b) will be reallocated to Component 2(a)
- (4) Table reflects contracted or committed funds, not actual cost.

The proposed Task Order includes four (4) Task Groups. Task Group 1 and 3 are related to Component 2(b) – Planning/ Design/ Environmental. Task Group 2 is related to Component 2(a) – Contract Administration Task Group 4 is related to Component 2(c) – Implementation/ Construction. Engineering services during construction is 3% of the construction cost, which is below the industry standard of 5%. Construction management services is 8% of the construction cost, which is in the industry standard range of 5-10%.

## Scope of Work

### Task Group 1 – Engineering Services During Construction

#### Task 1.1 Project Management and QA/QC

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the District and MKN’s project team will be conducted by the MKN Project Manager. The Project Manager will review the status of budget, schedule, and relevant project issues with the District’s Project Manager on a bi-weekly basis via email or telephone. The construction phase is assumed to be nine (9) months. MKN will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

#### Task 1.2 Construction Coordination Meetings

MKN will attend the following meetings:

- **Internal Kickoff Meeting (virtual)** – review scope, schedule and budget. Discuss key issues, risks and mitigation plans.
- **Pre-construction Meeting (in-person)** - meeting with the contractor, subcontractors, utility representatives, permit agencies, and District staff.
- **Weekly Construction Coordination (virtual)** - attendance at up to 30 virtual coordination



meetings is anticipated.

### Task 1.3 Contract Change Orders/Plan Revision

Analyze and make recommendations to District staff regarding contract change orders and plan revisions requested during the course of the construction projects. Up to three (3) change orders will be evaluated from an engineering perspective.

### Task 1.4 Requests for Information

Review, coordinate with District staff and respond to contractor's Requests for Information (RFIs). When appropriate, suggestions and alternatives will be provided to the contractor and/or AGENCY staff. A log of RFIs will be maintained. Up to twenty (20) RFIs are anticipated.

### Task 1.5 Shop Drawing Review

Receive and review technical documents submitted by Contractor. Submittals will be reviewed by MKN for general conformance to the Contract Documents. Subsequent to MKN's review, MKN will return the submittal to the Contractor. Consultant will maintain a log of shop drawings that have been submitted, and the disposition. We estimate that approximately twenty (20) shop drawing submittals will be reviewed.

### Task 1.6 Record Drawing

Prepare construction record drawings (AutoCAD) based on information (redline markups) supplied by the contractor.

### Task 1.7 Contractor Procurement Support

MKN will provide administrative support to District staff in the preparation of the construction contract with the awarded Contractor. This effort includes preparation of the notice of award securing and contractually obligated materials (i.e. insurance, signatures). In addition, this scope includes additional services provided during the bid phase to support District staff in utilizing an online platform for managing the bid process.

## Task Group 2 – Pipeline Quarterly Reports

MKN will prepare the grant required quarterly report, including coordination with District staff, preparation of supporting documents, and coordination with County Grant Manager. This effort includes four (4) quarterly reports anticipated for 2024.

**Deliverables:** Quarterly Reports (4 total)

## Task Group 3 – UWCD Agreement

### Task 3.1 Meetings

MKN will attend coordination meetings with the District and UWCD. Attendance at up to five (5) meetings is anticipated.

**Deliverables:** Meeting Agendas/Meeting Minutes (5 total).



### Task 3.2 Interconnection Design Coordination

MKN will provide technical assistance to District staff related to the planned UWCD/District interconnection, which will be supported by the new recycled water pipeline. Services will only be accessed upon request of the District, and are assumed not to exceed 55 hrs.

### Task Group 4 – Construction Management

MKN will provide as needed on-site Inspector and part time Resident Engineer (RE) to provide the required level of construction management and quality assurance for the project. The RE’s primary duties will be to manage construction and inspect and verify that all work in place meets the requirements of the contract plans and specifications and to coordinate and manage inspection and document control. The Inspector’s primary role will be to inspect and verify that all work and materials are in full requirements with the plans and specifications.

#### Anticipated Level of Effort

Staff	Months							Total
	1	2	3	4	5	6	7	
Inspector	60	160	160	160	160	160	60	920
Assistant Eng I	16	20	24	24	24	24	24	156

The scope of services provided within this task include the following:

- A. **Preconstruction Meeting.** The MKN team will organize and conduct a preconstruction meeting with District staff, the contractor, subcontractors, and any other key project stakeholders. Roles and responsibilities will be discussed. Lines of communication and decision-making procedures will be explained and clarified. Emergency contact information for all parties will be collected. MKN will generate an agenda prior to the meeting for review and acceptance by the District prior to the meeting. MKN will generate meeting minutes and distribute them to all interested parties.
- B. **Document Control.** MKN will coordinate processing of all project documents including contractor RFIs and Submittals. MKN will ensure that contractor generated documents are routed to the appropriate parties for review and response. MKN will track and review document responses from the owner and engineer. MKN will forward all document responses to the Contractor. Throughout the process MKN will ensure that document correspondence is handled in a timely and efficient manor so as not to unnecessarily delay the project.
- C. **Schedule Review.** MKN will review the contractor’s baseline schedule submittal and all monthly schedule updates to ensure compliance with the contract requirements.
- D. **Daily Inspection Diaries.** The project inspector will maintain written records of work from periodic site visits, including notation of such items as weather, personnel and equipment on-site, sub-contractors on site, discussions held with contractor and others, project issues that arise, material and equipment received for on-site storage, etc.



- E. **Photo Record Maintenance.** MKN will periodically photograph construction activity in digital format and deliver in electronic format to the District.
- F. **Record Drawing Maintenance.** MKN will regularly review the contractor's record set for completeness and accuracy as well as keeping a separate As-Built set throughout the project.
- G. **Special Inspections.** MKN will identify and provide via subcontractor special inspections that may be required for the work.
- H. **Materials Testing.** MKN's subcontractor will perform pipe zone and trench zone density testing and asphalt turnout paving, including testing documentation, general observations, construction photos and field reports.
- I. **Nesting Bird Survey.** MKN's subcontractor will conduct a pre-construction avian nesting survey which will cover all potential nesting locations on and within 300 feet of proposed construction areas.
- J. **Surveying.** MKN's subcontractor will provide construction staking along entire length of the pipeline and locate approximately 10 pothole locations and depth information.
- K. **Pay Request Processing.** MKN will review the Contractor's monthly pay request for completeness and accuracy. MKN will make recommendations and forward the pay request to the District for processing in accordance with the District's pay procedures.
- L. **Change Order Review.** MKN will assist the District in review and processing any Contractor change order requests. MKN will make recommendations to the District as to the validity of any Change order requests. MKN will keep track of any time and material pricing for extra work as needed.
- M. **Progress Meetings.** MKN will hold weekly or as needed on site progress meeting to review the progress of the work. Progress meetings will review, safety, submittal and RFI status, progress of the work, quality issues and any other pending issues. MKN will prepare meeting minutes and distribute them to all interested parties.
- N. **Verification of Material and Equipment.** As material arrives on site, the inspector will verify that the delivered items conform to the project specifications and approved submittals prior to approving them for use on the project. The Inspector will verify and keep records of all quantities for pay purposes.
- O. **Quality Assurance.** MKN will inspect all work in progress to assure that it meets the requirements and quality of work outlined in the contract documents. Any deficient work will be rejected.
- P. **Acceptance/Performance Testing.** The project RE will coordinate acceptance and performance testing of each system or piece of equipment in conformance with the requirements of the written specifications, industry standards and controlling codes.
- Q. **Punchlist Inspection.** The project RE and Inspector will administer the specifications' final acceptance requirements and develop a deficiency list (punch-list) for the work performed, notify the contractor, and re-inspect the completed work. MKN will also conduct a final inspection in the presence of the owner and the contractor.
- R. **O&M Manual and Warranty Coordination.** MKN will coordinate with contractor to ensure that all required equipment O&M manuals are submitted; and will review vendor operation and maintenance manuals for conformance with the specifications. MKN will also assure that the





contractor submits all warranty information and assist the owner during this period if corrective work is need by the contractor.

- S. **Closeout.** Upon satisfactory completion of all contract work, MKN will perform a final inspection, compile final invoices, assemble and submit contract closeout packages, prepare project closeout files and reports and recommend final acceptance of the project.
- T. **Final Report.** MKN will prepare a final construction report for the project. The report shall contain at a minimum the following:
  - Final costs of the project (items, change orders and settled claims)
  - A summary of key dates (advertisement, bid opening, award, pre-construction meeting, first working day, completion date)
  - A summary of working days, non-working days, change order days, weather days, and other days
  - Discussion of significant issues or problems encountered or addressed during construction
  - A copy of the approved final acceptance form

## Assumptions

The following assumptions are made by each subcontractor:

### A. **Materials Testing**

- For the portion of pipeline located in the north shoulder of Laguna Road, the contractor will place and backfill at least 100 linear feet per shift, equaling 69 four (4)-hour shifts.
- For the portion of pipeline located in existing asphalt, the contractor will place and backfill at least 150 linear feet per shift, equaling seven (7) four (4)-hour shifts.
- For asphalt turnout paving, it is assumed one (1) eight (8)-hour shift to test subgrade and road base, one (1) eight (8)-hour shift for the field technician, and one (1) eight (8)-hour for the asphalt batch plant inspector.
- Project management is billed at 15% of billed field staff hours.

### B. **Nesting Bird Survey**

- Up to five (5) pre-construction nesting bird surveys are included in this scope of work. This includes up to a four (4) hour day for a biologist to survey the site. The cost also includes mileage for each site visit.
- No nesting birds will be detected during the pre-construction surveys and therefore no additional nest monitoring will be necessary. In the event an active nest is detected, implementation of buffer zones and nest monitoring may be required and subcontractor can perform such services under a separate scope of work and approved cost.

### C. **Surveying**

- Client will provide written construction staking survey requests at least 48-hours in advance of required staking to be completed.
- No more than five (5) mobilizations will be required for necessary project staking and one (1) mobilization for pothole locating.



## Fee Estimate

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$461,118 based on the 2024 MKN rate schedule, included as **Exhibit A**. The estimated level of effort is provided as **Exhibit B**.

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (714) 213-9758 and email is [rgallagher@mknassociates.us](mailto:rgallagher@mknassociates.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Gallagher', is written in a cursive style.

Ryan Gallagher, PE  
Principal

### Enclosures:

- Exhibit A – Rate Schedule
- Exhibit B – Level of Effort

# PLEASANT VALLEY COUNTY WATER DISTRICT



## Task Order No. 7 - Engineering and CM Services During Construction

	Principal Engineer - Gallagher	Principal Engineer QA/QC	Project Engineer II - Azami	Project Engineer I - Esparza	Assistant Eng. I - Little	Inspector - Carlos	Senior Designer - Nguyen	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Survey	Materials Testing	Rincon	Non-Labor Costs	Total Fee
Hourly Rates	276	276	208	193	159	190	175								
<b>Task Group 1: Engineering Services During Construction</b>															
Task 1.1 PM and QA/QC (9 months)	18	12	54					84	\$19,512	\$ -	\$ -	\$ -	\$ -	\$0	\$ 19,512
Task 1.2 Pre-Con/Coordination Meetings (1+30)	8		38	4				50	\$10,884	\$ 200	\$ -	\$ -	\$ -	\$200	\$ 11,084
Task 1.3 Contract Change Orders/Plan Revision (3)		9	24	36			25	94	\$18,799	\$ -	\$ -	\$ -	\$ -	\$0	\$ 18,799
Task 1.4 Requests for Information (20)		20	30	30				80	\$17,550	\$ -	\$ -	\$ -	\$ -	\$0	\$ 17,550
Task 1.5 Shop Drawing Review (20)		10	20	60				90	\$18,500	\$ -	\$ -	\$ -	\$ -	\$0	\$ 18,500
Task 1.6 Record Drawings (15 of 21)			4	15			20	39	\$7,227	\$ -	\$ -	\$ -	\$ -	\$0	\$ 7,227
Task 1.7 Contractor Procurement Support	2		6	6	8			22	\$4,230	\$ -	\$ -	\$ -	\$ -	\$0	\$ 4,230
<b>Subtotal</b>	<b>28</b>	<b>51</b>	<b>176</b>	<b>151</b>	<b>8</b>	<b>0</b>	<b>45</b>	<b>459</b>	<b>\$96,702</b>	<b>\$ 200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200</b>	<b>\$ 96,902</b>
<b>Task Group 2: Pipeline Quarterly Reports</b>															
Task 2.1 Program Management (12 months)	12				72			84	\$14,760					\$0	\$ 14,760
Task 2.2 Quarterly Report (4 total)	24				64			88	\$16,800						\$ 16,800
<b>Subtotal</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>172</b>	<b>\$31,560</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,560</b>
<b>Task Group 3: Interconnection Design Coordination</b>															
Task 3.1 Meetings (5 total)	10			10	10			30	\$6,280	\$ 250				\$250	\$ 6,530
Task 3.2 Technical Support	40			15				55	\$13,935					\$0	\$ 13,935
<b>Subtotal</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>85</b>	<b>\$20,215</b>	<b>\$ 250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250</b>	<b>\$ 20,465</b>
<b>Task Group 4: Construction Management</b>															
Task 4.1 Construction Management (7 months)		12	12	16	156	920		1116	\$208,500	\$ 1,500	\$ 19,000	\$ 76,339	\$ 6,852	\$103,691	\$ 312,191
<b>Subtotal</b>	<b>0</b>	<b>12</b>	<b>12</b>	<b>16</b>	<b>156</b>	<b>920</b>	<b>0</b>	<b>1116</b>	<b>\$208,500</b>	<b>\$ 1,500</b>	<b>\$ 19,000</b>	<b>\$ 76,339</b>	<b>\$ 6,852</b>	<b>\$ 103,691</b>	<b>\$ 312,191</b>
<b>TOTAL BUDGET</b>	<b>114</b>	<b>63</b>	<b>188</b>	<b>192</b>	<b>310</b>	<b>920</b>	<b>45</b>	<b>1832</b>	<b>\$356,977</b>	<b>\$1,950</b>	<b>\$19,000</b>	<b>\$76,339</b>	<b>\$6,852</b>	<b>\$104,141</b>	<b>\$461,118</b>



# 2024 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$110
	Strategic Communications Coordinator	\$120
	Strategic Communications Specialist	\$160
Designers and Technicians	CAD Technician I	\$145
	CAD Design Technician II	\$165
	Senior Designer	\$179
Planning	GIS Specialist	\$175
	Planner I	\$191
	Planner II	\$217
	Senior Planner	\$234
Engineers	Engineering Technician	\$119
	Assistant Engineer I	\$159
	Assistant Engineer II	\$178
	Project Engineer I	\$193
	Project Engineer II	\$208
	Senior Engineer I	\$227
	Senior Engineer II	\$239
	Senior Engineer III	\$254
Principal Engineer	\$276	
Project Management	Project Manager	\$244
	Senior Project Manager	\$254
	Project Director	\$297
	Senior Project Director	\$315
Construction Management Services	Scheduler	\$170
	Construction Inspector	\$190
	Assistant Resident Engineer	\$190
	Resident Engineer	\$202
	Construction Manager	\$220
	Principal Construction Manager	\$259

The foregoing Billing Rate Schedule is effective through December 31, 2024 and will be adjusted each year after at a rate of 2 to 5%.

## DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

**DIRECTORS**

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

John D. Menne



**PLEASANT VALLEY COUNTY WATER DISTRICT**

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**General Manager**

**General Counsel**  
Arnold, Bleuel, LaRochelle,  
Mathews & Zirbel, LLP

# January 23, 2024 SPECIAL MEETING

**TO: BOARD OF DIRECTORS**

**FROM: CINDY BYERRUM CONTRACT CPA**  
**THROUGH: GENERAL MANAGER**

**SUBJECT: Consider PVCWD Investment Strategies** to Include Opening CLASS, LAIF Accounts and Investment of District Funds Policy.

## **AGENDA ITEM: 7B**

The District has historically kept its excess funds in the Ventura County Treasury. In any public investment strategy, the key rules are to consider safety of the investment first, then liquidity, and then yield. This is frequently referred to as the SLY method of investing. The County Treasury is considered very safe, and as of September 30, 2023, the effective rate of return was 3.64%. The County Treasury is somewhat liquid in that District funds can usually be obtained within 3-5 days.

District staff researched investing in other funds, primarily the California Local Agency Investment Fund, which is run by the State Treasurer, and the California Cooperative Liquid Assets Securities System (CLASS) which is a Joint Powers Authority (JPA). CLASS functions similar to the Local Agency Investment Fund (LAIF), and both funds have a stable net asset valuation, which generally means there is no risk of losing principal. Both funds follow California State Code Section 53601, offer same day withdrawals via phone (liquidity), and feature safe investments that will not lose principle (safety).

As of January 2, 2024, the Daily Effective Yield in the CLASS Prime Fund was 5.54%, while the yield for LAIF was 3.11% as of December 27, 2023, both having higher yields than the County pool. In general LAIF has longer maturity assets than CLASS and as such, LAIF has not been able to capitalize on rising interest rates. In the future, as interest rates decline, LAIF may outpace the CLASS Prime Fund.

In summary, all three investment pools are safe, are liquid, and produce interest income. While yield is not the primary concern of an investment strategy, if all other things are equal, then a higher yield is preferred.

Staff recommendations are that the District open a LAIF account, and a CLASS account and transfer \$1.8 million into the CLASS account, which is yielding the highest return of all three

investment pools. Current balance in the County pool is just over \$1.8 million. Staff recommends opening a LAIF account and funding it when market conditions change.

**Recommendation:** 1.) Authorize staff to open CLASS and LAIF investment accounts. 2.) Transfer 1.8 million from County Funds to CLASS account. 3.) Adoption of PVCWD Investment Policy.

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LLP

**POLICY TITLE: Investment of District Funds-Pleasant Valley County Water District**

1 Premise:

- a) The State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (Government Code (GC) § 53600.6 and § 53630.1); and,
- b) Government Code Sections 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,
- c) The treasurer or fiscal officer of a local agency is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, is to be considered by the local agency's legislative body at a public meeting (GC § 53646(a)). The statement shall also be annually presented to any oversight agency of the local agency.
- d) For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds as defined in GC §53600 et seq.

2 Scope:

This investment policy applies to all financial assets of the District. These funds are accounted for in the annual audited financial statements of the District.

3 Prudence:

The Board and persons authorized to make investment decisions subject to these policies are fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a fiduciary shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from policy or expectations are reported in the next issued quarterly treasury report and appropriate actions are taken to control adverse developments. When a deviation poses a significant risk to the District's financial position, the fiscal officer shall notify the Board immediately.

- 4 Objectives:  
As specified in GC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objectives of the investment activities, in priority order, shall be:
- a) Safety: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the whole portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
  - b) Liquidity: The secondary objective shall be to meet the liquidity needs of the District.
  - c) Yield: The third objective shall be to achieve a return on the funds under the District's control.
- 5 Reporting:  
The District will comply with the reporting requirements as defined in GC §53646 et seq. and GC §53607.

Board Approval Date: This 23<sup>rd</sup> day of January 2024.

\_\_\_\_\_  
Jared Bouchard, General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas Vujovich, Board President

\_\_\_\_\_  
Date



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## **January 23, 2024 SPECIAL MEETING**

**TO: BOARD OF DIRECTORS**

**FROM: GENERAL MANAGER**

**SUBJECT: Consider Resolution 24-01** Adopting a Debt Management Policy for the Pleasant Valley County Water District

### **AGENDA ITEM: 7C**

The attached resolution and the Debt Management Policy the resolution adopts are necessary and prudent actions for the District to take in advance of issuing debt.

At the Boards December 05, 2024 meeting the Board and staff discussed the need for the District to explore options for establishing a line of credit to assist with cash flow needs associated with the funding of the construction of the Recycled Water Pipeline Project and future operational cash flow needs. The adoption of this policy will be required for financial institutions considering the issuance of debt to PVCWD.

**Recommendation:** Adopt Resolution 24-01 Adopting a Debt Management Policy for the Pleasant Valley County Water District

**DIRECTORS**

Peter W. Hansen

Craig R. Kaihara

Thomas P. Vujovich, Jr.

John S. Broome

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**RESOLUTION NO. 24-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY COUNTY  
ADOPTING A DEBT MANAGEMENT POLICY**

WHEREAS the Pleasant Valley County Water District, hereinafter referred to as “PVCWD” or “District,” is a Governmental entity duly organized and established pursuant to California Water Code Section 30000 et seq.; and

WHEREAS The District has statutory authority to enter into debt obligations as deemed prudent by the Board of Directors to facilitate the authorized purpose of the District; and

WHEREAS the District has determined that a debt management policy consistent with the Districts statutory authority is in the best interest of the District

NOW, THEREFORE, THE BOARD OF DIRECTORS OF PLEASANT VALLEY COUNTY WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

The attached “Pleasant Valley County Water District Debt Management Policy” is adopted and effective on this day and shall be reviewed bi annually for continued compliance and consistent with the Districts statutory authorities and financial objectives

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley County Water District, this 23 day of January 2024, by the following vote: **0-0**

AYES: -

NOES: -0-

ABSENT: -1-

ABSTAIN:

\_\_\_\_\_  
Board President  
Thomas Vujovich

\_\_\_\_\_  
General Manager  
Jared Bouchard

# PLEASANT VALLEY COUNTY WATER DISTRICT DEBT MANAGEMENT POLICY

(Adopted by Resolution 24-01)

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## **Section 1. Purpose of the Policy**

This policy sets forth comprehensive guidelines for the financing of working capital and capital expenditures. It is the objective of this policy that – 1) the District obtain financing when necessary, 2) the process for identifying the timing and amount of debt or other financing be as efficient as possible, 3) the most favorable interest rate and issuance costs be obtained, and 4) when appropriate, future financial flexibility be maintained.

## **Section 2. Policy**

The issuance of short-term and long-term debt is a valuable funding resource for the District. Used appropriately and prudently, long-term debt can minimize the District's water system charges and rates over time, and short-term debt can be utilized to manage revenue and expense uneven fluctuations

### *Working Capital Financing*

A line of credit is a type of bank loan that allows incremental borrowing up to a set dollar amount extended over a specified period of time. At the outset, the bank and the District agree on the maximum loan amount that will be available under the line of credit. The District provides a note to the bank that is backed by the full faith and credit of the jurisdiction.

The District may draw funds from the line of credit up to the maximum loan amount. Lines of credit are typically renewed annually. The District will pay a service fee to the bank to secure access to the specified funds throughout the term of the line of credit loan. During the term of the loan, the District may repay some or all of the borrowed funds and then redraw funds again up to the maximum amount. The line of credit bank loan may carry a variable interest rate. The District pays interest on the loan balance (that is, the amount actually borrowed) during the term of the loan and must repay the entire outstanding balance at the end of the term. The District can terminate the line of credit at any time providing the credit line has a \$0 balance.

Typical reasons for maintaining a line of credit is manage cash inflows and outflows caused by reimbursable grants revenue and expense timing, unexpected emergency costs to the District, and opportunities that may arise that require a large cash outflow.

The District may utilize a taxable line of credit if the cost to establish non-taxable status exceeds the benefits derived from a typically lower interest rate.

### Capital Financing

To minimize dependency on debt financing for capital projects, annual renewal and replacement capital projects will be adequately funded from rates. Funding levels for capital investments will be sufficient to meet capital improvement projections needed as outlined in the current Asset Management Plans and/or Water System Master Plan. Long-term debt will be considered only for large capital improvement projects or greater than normal capital plans. The District will maintain water rates to at least meet, and potentially exceed, the minimum and target Debt Service Coverage (DSC) requirements as imposed by bond covenants. The District will not issue long-term debt to support operating costs.

- A. Use of Long-Term Debt as a Funding Mechanism – Use of long-term debt will be minimized and, unless otherwise directed by the District Board of Directors, will be utilized only for projects described in the District’s approved capital improvement program. The District may consider the use of long-term debt financing when it appears that a capital project, or other expenditures as deemed appropriate by the Board, is of such a magnitude that it will negatively impact the District’s rates in the short-term. The benefit of long-term debt financing is that it will spread the costs of the capital asset over a longer period of time and will, therefore, approximate the useful life of the asset, and over time, charge those customers that benefit from that asset more equitably.
- B. Types of Long-Term Debt – The District may utilize any type of debt available to it; provided, that, the District will strive to utilize the type of debt that has the lowest costs, while not imposing any burdensome covenants or reporting requirements.
- C. Legal Covenants – The District will manage its finances to meet all bond covenants associated with the long-term debt. Bond covenants are legal obligations of the District.
- D. Debt Service Coverage Covenants – Long-term debt issuances typically contain legal covenants regarding DSC. A DSC ratio is an important financial measure of the District’s ability to repay the outstanding debt obligation and is reviewed for adequacy by banks and rating agencies. Generically, the DSC ratio is the District’s net operating income divided by the total annual debt service payment. For financial planning purposes, the targeted annual DSC ratio will be greater than or equal to 1.85 on all outstanding debt that carries such a covenant.
- E. Reporting Standards – The District will fully adhere to all applicable Government Accounting Standards Board (GASB) requirements and recognized best practices for the accounting treatment and disclosure of debt obligation transactions in its audited financial statements and other relevant publications.
- F. Revenue-Bonded Debt Capacity – The issuances of debt are supported by the revenues of the District. The ability of the District to fund and support revenue bonded debt will financially establish a debt level and capacity for revenue-bonded debt.

### **Section 3. Conditions for Debt Issuance**

When debt issuance is determined necessary, the District will assess the market conditions and timing for debt issuance to include issuing debt – 1) in times of favorable

market conditions, 2) when Bond ratings would qualify District issuances to be investment grade, and 3) when revenues are sufficient to adequately cover expected debt service and issuance costs.

Bond credit enhancements will be considered when necessary for market acceptance and when costs are favorable to the District.

#### **Section 4. Conditions for Debt Refinancing**

Debt refinancing (refunding) is an important debt management tool for the District. There are three key concepts that must be taken into consideration when evaluating a debt for refunding:

1. Financial and Policy Objectives
2. Financial Savings/Results of Financing
3. Bond Structure and Escrow Efficiency

Financial and Policy Objectives – The District may undertake a refinancing for a number of financial and/or policy objectives, including to achieve debt service savings, eliminate restrictive debt/legal covenants, restructure the stream of debt service payments, or to achieve other policy objectives. Although in most circumstances the District may undertake a refunding to obtain economic savings, it may refund an issue to restructure its debt portfolio in order to obtain budgetary/cash flow relief or to address exposure to other costs/liabilities and to extend the maturity.

Financial Savings/Results of Financing - The financial framework regarding the evaluation of refunding opportunities is to be developed and evaluated by the District Treasurer, typically to include the efforts of outside financial advisors. It is important to note that federal tax law typically permits an issuer to conduct one advance refunding over the life of a bond issue. As such, the District must take greater care (i.e., require a higher savings threshold) when evaluating an advance refunding opportunity. In certain circumstances, lower savings thresholds may be justified. For example, when an advance refunding is being conducted primarily for policy reasons (other than economic savings), interest rates are at historically low levels or the time remaining to maturity is limited, and as such, future opportunities to achieve greater savings are not likely to occur.

Bond Structure and Escrow Efficiency – The District’s debt management practices should anticipate the potential for future refundings. When debt is issued, careful attention should be paid to the bond structure to address features that may affect flexibility in the future. To that end, upon debt issuance the District shall consider: optional redemption provisions, bond coupon characteristics giving up call rights for certain maturities in exchange for a lower interest rate on the bonds, call provisions that permit the redemption of bonds in any order of maturity or on any date, call provisions that permit the issuer to call bonds at the earliest date without incurring a significant interest-rate penalty, and coupons on callable bonds priced as close to par as possible at the time of original issue.

Escrow Efficiency - The lower the cost of the escrow the more efficient the escrow. Also, in order to be efficient, escrow securities need to mature or pay interest when debt service payments of the refunded escrow are due.

Current vs. Advance Refunding - There are two types of refundings for tax-exempt debt financing, as defined by Federal Tax laws; a current refunding in which a refunding takes place (i.e., refunding bonds are sold) within 90 days of the optional call date, and an advance refunding in which refunding bonds are sold more than 90 days prior to the first call date. Federal tax law typically permits an issuer to conduct one advance refunding over the life of a bond issue.

## **Section 5. Interest Rate Swaps**

The incurring or carrying of variable-rate debt obligations by the District involves a variety of interest rate payments and other risks that interest rate swaps are available to offset, hedge, or reduce. It is the policy of the District to utilize such interest rate swaps to better manage its debt portfolio. The District will consider executing an interest rate swap transaction if it expects the swap transaction will result in any of the following:

- A. Reduce exposure to changes in interest rates on a financial transaction.
- B. Result in a significantly lower net cost of borrowing with respect to the District's debt consistent with an established target; or
- C. Manage variable interest rate exposure consistent with prudent debt practices and guidelines as approved by the Board.

### **Savings Target**

Interest rate swaps will require a significant financial benefit or savings versus traditional fixed-rate debt. For an interest rate swap intended to produce the effect of a synthetic fixed rate transaction, the swap transaction must generate 5% or greater net present value savings compared to standard fixed-rate bonds which have the same optional redemption features.

### **Restrictions**

The District will not enter into any swap transaction

- a) for speculative purposes;
- b) if the swap presents an extraordinary risk to the District's liquidity to terminate the agreement due to unforeseen events.
- c) if there is insufficient price transparency to allow for fair market valuation.

### **Provider Requirements for Capital Financing**

The transaction provider will have a credit rating of AA (or equivalent) or better from at least two nationally recognized credit rating agencies (at the time of agreement execution). The transaction provider will have a demonstrated record of successfully executing derivative transactions and have a minimum capitalization of \$2 billion.

### **Use of Independent Advisor**

The District will use a professional advisor or designated swap representative (“Swap Advisor”) to assist in the assessment, structuring, and pricing of proposed or existing interest rate swaps. The Swap Advisor will be a firm which:

- i. is a Municipal Advisor registered with the Securities and Exchange Commission;
- ii. has sufficient knowledge to evaluate the swap transaction and risks;
- iii. is not subject to a statutory disqualification;
- iv. is independent of the swap dealer or major swap participant;
- v. undertakes a duty to act in the best interests of the District;
- vi. provides appropriate and timely disclosures to the District; and
- vii. evaluates fair pricing and the appropriateness of the swap.

#### **Section 6. Debt Management**

The District’s General Manager will oversee the debt issuance process with assistance from the District’s Contract CPA and any financial advisors deemed necessary. The General Manager will insure debt proceeds are expended for allowable purposes only. The District’s Contract CPA will review all debt proceeds expenditures and another form of internal control. The District’s General Manager will ensure compliance with continuing disclosure and other post issuance requirements. The District’s CPA will review all disclosures for compliance as well.

#### **Section 7. Authority**

The General Manager is responsible for adherence to this policy and regular reporting of the District’s financial status. Board oversight will be accomplished through regular reporting of financial status and review of this Policy.

#### **Section 8. Policy Review**

This Policy will be reviewed at least biennially.

**DIRECTORS**

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# January 23, 2024 SPECIAL MEETING

**TO: BOARD OF DIRECTORS**

**FROM: GENERAL MANAGER**

**SUBJECT: Consider Acuity Hub Agreement with XIO Inc. for Supervisory Control and Data Acquisition (SCADA) services**

## **AGENDA ITEM: 7E**

PVCWD established a relationship with XIO inc. in March of 2019 to automate the PVCWD wells and implement a well optimization project. Those 2 items were implemented and have been working successfully since full implementation occurred. The automation has allowed PVCWD to save over 312 overtime hours (approximately 15K to 20k) annually and the well optimization project is estimated to save the District 137K annually in electrical cost.

Over the past 2 years XIO has made significant investment in upgrading its platform to include, but not limited to the addition of asset management tools, increased data interrogation tools and screen/data customization tools for the customer. XIO will no longer be supporting the old platform that PVCWD was established on but will be transitioning to their new platform called Acuity Hub, and as part of that transition XIO is implementing a new fee structure and as such is seeking new agreements with each of its customers.

PVCWD staff have spent months negotiating the terms of the new fee structure with XIO for our agency. Staffs main negotiating position was to establish a legacy customer pricing structure that respected the investment PVCWD has made into ensuring the success of the projects that ultimately allowed XIO to expand its business opportunities by using PVCWD as case study for the XIO platforms capabilities.

We believe the agreement being presented for the Boards consideration is fair and respects the Districts investment and provides sufficient cost controls that will avoid unexpected or unacceptable increase in the future.

The current annual cost for XIO services is \$7368, the agreement will increase the annual cost of XIO by 108% over 4 years, the increases by year are as follows:



Year 1- \$3696 increase = \$11,064 annually  
Year 2- \$1212 increase = \$12,276 annually  
Year 3- \$1392 increase = \$13,668 annually  
Year 4- \$1596 increase = \$15,264 annually

Total increase over 4 years is \$7948 more per year than PVCWD currently pays.

After the fourth year of the agreement cost adjustments are calculated using a CPI escalation factor that has a not to exceed 5.5% provision in the agreement.

**Recommendation:** Authorize the General Manager to execute the Agreement


**XiO Service Agreement**

This XiO Service Agreement is made between XiO, Inc. at 100 Smith Ranch Road, San Rafael, CA 94903 ("**Vendor**" or "**XiO**") and **Pleasant Valley County Water District** at **1863 East Las Posas Road, Camarillo, CA 93010** ("**Customer**"), with an effective date of 12/28/2023 (the "**Effective Date**") and forms part of the Agreement as defined in the attached XiO General Terms and Conditions.

Subject to the terms and conditions of this Agreement, XiO will provide the goods and/or services for the payments and on the other terms each as are set forth in the "Pleasant Valley County Water District v.1.3" document attached as Attachment 1 (the "Proposal"). The Start Date of the Subscription Term will be the first day of the first full calendar month immediately following the date on which all Professional Services necessary to implement Customer's Subscription account and Platform access have been completed.

**XiO Service Agreement Acceptance**

By signing below, Customer agrees to purchase the products and services indicated above on the terms and conditions contained in the Agreement

<b>XiO, INC.:</b>	<b>Pleasant Valley County Water District :</b>
Signature: 	Signature:
Name: Colin Bunyard	Name:
Title: VP of Sales, XiO Inc.	Title:

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# Acuity Hub Operations Management for Pleasant Valley County Water District

Version: 1.3

Publish Date: December 28, 2023

# 1 Proposal

XiO, Inc. (XiO) is pleased to supply this Proposal for Pleasant Valley County Water District .

## 1.1 Synopsis

Migration of Assets, Inputs, and Control to the Acuity Hub.

## 1.2 Monitored Assets (27)

FIU Name	Soft Device
FIU-1: Well 1	Well 1 Water Meter (3 Wire)
FIU-1: Well 1	Well 1 Pump
FIU-2: Well 2	Well 2 Water Meter (3 wire)
FIU-2: Well 2	Well 2
FIU-2: Well 2	Well 2 Pump
FIU-3: Well 3	Well 3 Water Meter (3 Wire)
FIU-3: Well 3	Well 3 Pump
FIU-4: Well 4	Well 4 Water Meter (3 Wire)
FIU-4: Well 4	Well 4 Pump
FIU-5: Well 5	Well 5 Water Meter (3 Wire)
FIU-5: Well 5	Well 5 Pump
FIU-6: Well 6	Well 6 Water Meter (3 Wire)
FIU-6: Well 6	Well 6 Pump
FIU-7: Well 7	Well 7 Water Meter (3 Wire)
FIU-7: Well 7	Well 7
FIU-7: Well 7	Well 7 Pump
FIU-8: Well 8	Well 8 Water Meter (3 Wire)
FIU-8: Well 8	Well 8 Pump
FIU-8: Well 8	Well 8 Pump Contactor Relay
FIU-9: Well 9	Well 9 Water Meter (3 Wire)
FIU-9: Well 9	Well 9 Pump
FIU-10: Well 10	Well 10 Water Meter (3 Wire)
FIU-10: Well 10	Well 10 Pump
FIU-11: Well 11	Well 11 Water Meter (3 Wire)
FIU-11: Well 11	Well 11 Pump
FIU-12: Reservoir	Reservoir 1 from United Water PLC
FIU-12: Reservoir	Reservoir 2 from United Water PLC

## 1.3 Additional Inputs (19)

<b>FIU Name</b>	<b>Soft Device</b>
FIU-1: Well 1	Well 1 Wellhead Pressure
FIU-2: Well 2	Well 2 Wellhead Pressure
FIU-2: Well 2	Oil Drop Passing Sensor
FIU-2: Well 2	Oil Dripper Power
FIU-3: Well 3	Well 3 Wellhead Pressure
FIU-4: Well 4	Well 4 Wellhead Pressure
FIU-5: Well 5	Well 5 Wellhead Pressure
FIU-6: Well 6	Well 6 Wellhead Pressure
FIU-7: Well 7	Well 7 Wellhead Pressure
FIU-8: Well 8	Well 8 Wellhead Pressure
FIU-9: Well 9	Well 9 Wellhead Pressure
FIU-10: Well 10	Well 10 Wellhead Pressure
FIU-11: Well 11	Well 11 Wellhead Pressure
FIU-12: Reservoir	ISOLATED Cam-San
FIU-12: Reservoir	ISOLATED Canejo Creek 1A
FIU-12: Reservoir	ISOLATED Cam-San to PV
FIU-12: Reservoir	ISOLATED Flow Rate from United Water PLC
FIU-12: Reservoir	ISOLATED Flow Rate from Camarosa PLC
FIU-12: Reservoir	ISOLATED Line Pressure from Camarosa PLC

### 1.4 Controlled Outputs (10)

<b>FIU Name</b>	<b>Soft Device</b>
FIU-1: Well 1	Well 1 Pump
FIU-2: Well 2	Well 2 Pump
FIU-3: Well 3	Well 3 Pump
FIU-4: Well 4	Well 4 Pump
FIU-5: Well 5	Well 5 Pump
FIU-6: Well 6	Well 6 Pump
FIU-7: Well 7	Well 7 Pump
FIU-9: Well 9	Well 9 Pump
FIU-10: Well 10	Well 10 Pump
FIU-11: Well 11	Well 11 Pump

### 1.5 Disabled and Not Displayed Soft Devices (33)

<b>FIU Name</b>	<b>Soft Device</b>
FIU-1: Well 1	Intrusion Switch
FIU-1: Well 1	ISOLATED Well 1 Level
FIU-1: Well 1	Barometric Pressure ABSOLUTE
FIU-1: Well 1	Water Meter Tampering Detection Dry Contact
FIU-2: Well 2	Intrusion Switch
FIU-2: Well 2	Water Meter Tampering Detection Dry Contact
FIU-3: Well 3	Intrusion Switch
FIU-3: Well 3	ISOLATED Well 3 Level
FIU-3: Well 3	Water Meter Tampering Detection Dry Contact
FIU-4: Well 4	Intrusion Switch
FIU-4: Well 4	ISOLATED Well 4 Level
FIU-4: Well 4	Water Meter Tampering Detection Dry Contact
FIU-5: Well 5	Intrusion Switch
FIU-5: Well 5	ISOLATED Well 5 Level
FIU-5: Well 5	Water Meter Tampering Detection Dry Contact
FIU-6: Well 6	Intrusion Switch
FIU-6: Well 6	ISOLATED Well 6 Level
FIU-6: Well 6	Water Meter Tampering Detection Dry Contact
FIU-7: Well 7	Intrusion Switch
FIU-7: Well 7	Water Meter Tampering Detection Dry Contact
FIU-8: Well 8	Intrusion Switch
FIU-8: Well 8	ISOLATED Well 8 Level
FIU-8: Well 8	Water Meter Tampering Detection Dry Contact
FIU-9: Well 9	Intrusion Switch
FIU-9: Well 9	ISOLATED Well 9 Level
FIU-9: Well 9	Water Meter Tampering Detection Dry Contact
FIU-10: Well 10	Intrusion Switch
FIU-10: Well 10	ISOLATED Well 10 Level
FIU-10: Well 10	Water Meter Tampering Detection Dry Contact
FIU-11: Well 11	Intrusion Switch
FIU-11: Well 11	ISOLATED Well 11 Level
FIU-11: Well 11	Water Meter Tampering Detection Dry Contact
FIU-12: Reservoir	Intrusion Switch

## 1.6 Scope of Supply

### Recurring Services

Description	Details
<p><b>XiO ACUITY Hub operations management platform</b>  <i>Monitored Assets and Inputs with a full suite of software tools and data management</i></p>	<p>27 x Asset, Monitored                      19 x Additional Inputs</p>
<p><b>XiO Control Services</b>  <i>Automated and remote control of devices</i></p>	<p>10 x Controlled Outputs</p>
<p><b>XiO Cellular Service</b>  <i>Cellular Internet Service managed by XiO</i></p>	<p>12 x Cellular Internet Service</p>



## 1.7 Pricing

<b>Hardware</b>		
XiO Hardware	\$0.00	
3rd Party Hardware	\$0.00	
<b>Hardware Subtotal</b>		<b>\$0.00</b>
<b>Non-Recurring Services</b>		
Premium Technical Support (15 support points)	\$3,000.00	
<b>Services Subtotal</b>		<b>\$3,000.00</b>
<b>Subscription Fee Detail</b>		
Annual Subscription Fee (Includes Standard Support)	\$20,100.00	
Annual Escalation Adjustment	\$0.00	
Annual Subscription Fee Discount	(\$12,036.00)	
<b>Subscription Fee at Start Date (1 year paid up front)</b>		<b>\$8,064.00</b>

<b>Summary of Up Front Fees</b>	
Services Subtotal	\$3,000.00
Subscription Fee at Start Date (1 year paid up front)	\$8,064.00
<b>Total Up Front Fees</b>	<b>\$11,064.00</b>

## 1.8 Payment Terms

**Subscription Fees** Vendor will invoice the Subscription Fee at Start Date indicated above on the Start Date payable on net30 terms. Except where it is indicated above that Customer is prepaying for Subscription Fees for all years of the Subscription Term, (i) the Subscription Fee at Start Date indicated above is for the first year only and Vendor reserves the right each subsequent year of the Subscription Term to increase the then annual recurring fee by an amount equal to the then year-over-year percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982/1984 = 100 reference base prepared by the U.S. Department of Labor plus 1.5 percentage points, not to exceed a 5.5% increase. For example, if the CPI year-over-year increase were 2%, then the maximum fee increase would be a 3.5% increase to the then recurring annual fee.

### Special Terms.

1. Notwithstanding the foregoing, the Subscription Fee and the Premium Technical Support Services will be invoiced and payable annually in advance in accordance with the following schedule:
  - Year 1:  $\$20,100 + \$3,000 - \$12,036.00 = \$11,064.00$  (Annual Subscription + Premium Technical Support - Discount)
  - Year 2:  $\$20,100 - \$10,824.00 = \$9,276.00$  (Annual Subscription - Discount)
  - Year 3:  $\$20,100 - \$9,432.00 = \$10,668.00$  (Annual Subscription - Discount)
  - Year 4:  $\$20,100 - \$7,836.00 = \$12,264.00$  (Annual Subscription - Discount)

### **Premium Technical Support**

XiO will invoice on the Start Date. Payment terms are Net 30.

## 1.9 Scope of Services; Term

Such services will include providing access and use of the Platform to Customer for a Subscription Term commencing on the Start Date, continuing for an **Initial Term of 4 years**, and thereafter automatically renewing for successive 1 year terms absent an election not to renew in accordance with Section 2 of Exhibit B - Platform Terms and Conditions. Except as otherwise stated in the Special Terms above, the Start Date of the Subscription Term will be the first day of the first full calendar month immediately following the date on which all Professional Services necessary to implement Customer's Subscription account and Platform access have been completed.

End XiO Proposal

**EXHIBIT A: XiO General Terms and Conditions**

These XiO General Terms and Conditions (these “**General Terms**”) govern the provision by XiO, Inc. (“**Vendor**” or “**XiO**”) of goods and/or services to Customer as described in one or more Orders. All Orders, together with these General Terms and all attachments to, and ancillary terms incorporated into, the foregoing form a binding master agreement between Vendor and Customer (collectively, the “**Agreement**”). The Agreement is effective as of the effective date of the initial Order to which these General Terms are attached or that reference being subject to these General Terms. Capitalized terms used in these General Terms, but not defined herein have the meaning given to them elsewhere in the Agreement.

**1. Definitions.**

- 1.1 “**Affiliate**” means, as to a party, an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party.
- 1.2 “**Confidential Information**” means all technical, business, financial, and other information, in whatever form (including written, oral, visual, paper, electronic, narrative, and graphic), that a party discloses to the other party in relation to this Agreement except information that (i) is or becomes publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or any other legal, contractual or fiduciary obligation; (ii) is or was independently developed by personnel of the receiving party without access to or use of any Confidential Information of the other party (as defined without regard to this exception); (iii) is or becomes available to the receiving party on a non-confidential basis from a source (other than the disclosing party) that is not prohibited from disclosing such information to the receiving party by any legal, contractual or fiduciary obligation; or (iv) is information that was already known by the receiving party, so long as the receiving party can prove that such information had been in the receiving party’s possession prior to receipt of the Confidential Information by the receiving party.
- 1.3 “**Customer**” means the entity or person indicated as the procuring party on the initial Order.
- 1.4 “**Customer Data**” has the meaning given it in Exhibit B – Platform Terms and Conditions.
- 1.5 “**Customer Information**” means information made available to Vendor or its representatives by or on behalf of Customer in connection with this Agreement including in the context of Professional Services and including Customer Data.
- 1.6 “**De-identified Data**” means Customer Information that is aggregated with other information of Vendor’s customers or that has been de-identified.
- 1.7 “**Deliverables**” means reports, analyses, and other work product delivered by Vendor pursuant to an Order for the provision of Professional Services that constitutes Customer Information or that is unique and specific to Customer.
- 1.8 “**Hardware**” means tangible goods sold by Vendor to Customer pursuant to an Order.
- 1.9 “**Order**” means an initial or any subsequent Vendor proposal, Statement of Work, quotation, Service Agreement, Engagement Terms, or similar ordering document prepared by Vendor that is signed by the parties and provides for one or more of the sale of Hardware, the provision of Professional Services, or Subscription(s) and that references these General Terms or is otherwise entered into by the parties in relation to this Agreement.
- 1.10 “**Platform**” has the meaning given it in Exhibit B – Platform Terms and Conditions.
- 1.11 “**Professional Services**” means consulting, design, analysis, assessments, evaluations, verification, installation, commissioning, implementation, support, management, training, configuration, and other professional services (and excluding for the avoidance of doubt, access or use of the Platform) provided by or on behalf of Vendor to Customer pursuant to the Agreement as further described in the applicable Order.
- 1.12 “**Professional Services Fees**” mean the fees payable to Vendor in consideration of Professional Services as provided in the applicable Order.
- 1.13 “**Services**” means collectively, Professional Services and the provision of access to and use of the Platform in relation to this Agreement.
- 1.14 “**Statement of Work**” means a written proposal or other document prepared by Vendor and executed by the parties that describes the nature and scope of Professional Services and any Hardware and/or Subscriptions to be sold or otherwise provided by Vendor to Customer and that may include, as applicable, related compensation, expense reimbursement, and other terms and conditions relating thereto. A Statement of Work may be attached to and form part of an Order or serve as a stand-alone Order.
- 1.15 “**Vendor**” means XiO, Inc.
- 1.16 “**XiO Hardware**” means Hardware that is proprietary to Vendor or is Vendor-branded Hardware.

**2. General Payment Terms.**

2.1 Unless as otherwise specified in the applicable Order, all payments are due net 30 days from the date of invoice. Customer hereby procures the Services and Hardware and shall pay the amounts on the terms set forth in each Order in accordance with this Agreement. All sales of Services and Hardware are final and related payments are non-refundable except to the extent otherwise expressly provided in the Agreement. Any credit extended by Vendor and the limits of the credit, are at Vendor's sole discretion, and may be reduced or terminated by Vendor at any time, for any reason. A late charge is payable on all overdue balances while outstanding at the rate of the lesser of 1.5% monthly and the highest rate allowed by law. Vendor may defer delivery of Hardware ordered and/or suspend the provision of Services until all such overdue amounts are paid. All payments must be paid in U.S. Dollars. Except as otherwise specified in this Agreement, (i) all fees are exclusive of, and Customer is responsible for, applicable foreign, federal, state, and local sales, use, excise, value added, export, customs, duties and other governmental fees or levies or other applicable taxes, other than taxes on the net income of Vendor, (ii) Customer shall pay or reimburse Vendor for any such taxes and fees paid by Vendor, and (iii) Vendor may add any such taxes to invoices submitted to Customer by Vendor. Vendor shall be entitled to recover from Customer any costs incurred in collecting any amount past due under this Agreement, including reasonable attorneys' fees. Customer may make no offset for any amounts due regardless of the justification for the intended offset. Any good faith invoice disputes must be brought by Customer within thirty (30) days of receipt, otherwise Customer waives the dispute. Additional Hardware and Services not within the scope of an Order are subject to additional fees at Vendor's then-current rates or as mutually agreed by the parties.

**3. Orders.**

3.1 All Orders and amendments and attachments thereto are hereby incorporated into this Agreement upon their execution by the parties. Any Customer purchase order or similar purchasing document issued by any entity other than Vendor is subject to and incorporates these General Terms and will be valid only for the purpose of identifying this Agreement and the items and quantities ordered. Any other terms and conditions included in such purchasing document that conflict with, vary, or supplement the terms in this Agreement are void and will be of no effect, even if Vendor otherwise accepts the purchase order. In the event of a conflict between these General Terms and an Order, these General Terms will control. Vendor's failure to object to Customer terms and conditions contained in any Order or other document from Customer will not be construed as a waiver of the foregoing nor an acceptance of any such terms and conditions.

**4. Platform Terms and Conditions**

4.1 Access to and use of the Platform is subject to the additional terms and conditions in the Platform Terms and Conditions (also referred to as the "**Platform Terms**").

**5. Professional Services**

5.1 **Engagement; Cooperation.** Customer hereby engages Vendor to perform the Professional Services of the scope and on the terms described in Orders specifying the provision of Professional Services and Customer agrees to reasonably cooperate with the performance of such Professional Services.

5.2 **Professional Services Fees and Terms.** Except as otherwise provided in the applicable Order, (i) Professional Services and related reimbursable expenses will be invoiced monthly in arrears or, for brief engagements, at completion, at Vendor's option, (ii) any total fee amount communicated in connection with a time and materials-based project is an estimate only and not a guarantee that the Professional Services will be completed for such total fee amount, and (iii) Customer shall obtain and pay for all state and local permits and approvals legally required of Customer to receive the Hardware and Services and Vendor may suspend the provision of Professional Services pending receipt of such permits and approvals. In the event of an early termination of Professional Services (to the extent permitted by the Agreement), Vendor shall invoice and Customer shall pay all Professional Services Fees for Professional Services provided up to the effective date of termination of the applicable Order plus reasonable shutdown fees, if any, incurred by Vendor. Professional Services are limited to the scope and planned Deliverables as are set forth in the applicable Order, which do not include all design, installation, use, or maintenance considerations for Customer's systems generally.

5.3 **Change Orders.** If Customer or Vendor requests a change in the scope or other terms of Professional Services to be provided (excluding Standard and Premium Technical Support), the parties shall promptly meet to discuss the proposed changes. Once any changes are tentatively agreed, if

at all, Vendor will prepare and deliver for Customer's review and approval a change order describing the proposed changes including any changes in fees and expenses (each, a "**Change Order**"). Change Orders are not binding unless and until they are executed by both parties. Upon their execution, Change Orders will be deemed part of, and subject to, this Agreement. If the parties disagree about the proposed changes, the parties shall, at the request of either party, promptly escalate the change request to their respective senior management officers for resolution.

5.4 **Professional Services Warranty.** Vendor warrants to Customer that Vendor will perform Professional Services in a professional manner consistent with industry standards and that it will deliver Deliverables substantially conforming to those specified to be delivered in the applicable Order. Customer's sole and exclusive remedy for Vendor's breach of the foregoing warranty is as follows: Customer must provide Vendor with a detailed written description of the non-conforming Deliverables and their claimed non-conformity within ten (10) days from the date of delivery of the Deliverables or Professional Services claimed to be non-conforming, Vendor shall promptly review and confer with Customer regarding such written claims and, for those claims that Vendor accepts as valid following an inquiry in good faith, Vendor shall promptly and at its expense, use commercially-reasonable efforts to re-perform the non-conforming Professional Services. If no written rejection is given to Vendor by Customer within ten (10) days following such re-performance, the Deliverables and/or Professional Services as re-performed will be deemed accepted by Customer. If Vendor determines, in its sole discretion, that it is not commercially feasible to re-perform non-conforming Professional Services so as to be conforming, then Vendor shall refund amounts paid by the Customer for the non-conforming Professional Services. To the extent Vendor disagrees with Customer's notice of non-conformance, the parties shall, at the written request of Customer, escalate the matter to their respective senior management. This Section constitutes Customer's sole remedy and Vendor's sole obligation with respect to a breach of the foregoing Professional Services warranty.

5.5 **Insurance Coverage.** In respect of Professional Services, Vendor shall maintain insurance policies and coverages as follows: Worker's Compensation Insurance insuring Vendor's liability under the worker's compensation and occupational disease laws of the state where Professional Services are performed with at least the coverage required by law; Commercial General Liability Insurance with coverage on an "occurrence" basis with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; in each case to insure Vendor for Professional Services performed under an Order; and Insurance for operations of all hired and non-owned vehicles with limits for each accident of \$1,000,000 combined single limit with respect to bodily injury, death and property damage. Vendor shall provide a current certificate of insurance to Customer upon request.

5.6 **Termination of Professional Services.** Excluding Standard and Premium Technical Support, either party may terminate Professional Services (i) in the event of material breach by the other party with notice and thirty (30) days' opportunity to cure (or 10 days for failure to pay Professional Services Fees or reimburse expenses not disputed in good faith) or (ii) in accordance with the termination provisions of the applicable Order.

## 6. **Sale of Hardware.**

6.1 **Hardware Purchase Terms.** Except as otherwise specified in the applicable Order, (i) Hardware prices are F.O.B. origin, freight prepaid to the destination specified in the Order and added to the invoice and (ii) Vendor will invoice sales of Hardware at the time of their shipment. Title and risk of loss pass to Customer upon tender of shipment to the carrier. Customer must make any good faith claim for shipment shortfall or damage within five (5) days of receipt of shipment; otherwise, Customer waives such claim as to such Order.

6.2 **Hardware Warranties.** All XiO Hardware is warranted in accordance with and is sold subject to the Hardware limited warranty found on Vendor's website (the "**Limited Warranty**"), currently at <http://xiowatersystems.com/warranty>. The remedies provided in the Limited Warranty constitute Customer's sole remedies and Vendor's sole obligations with respect to a breach of the Limited Warranty. The Limited Warranty is made expressly subject to the terms and conditions of this Agreement including Section 14 below. Hardware other than XiO Hardware sold by XiO to Customer is sold subject to the Hardware manufacturer's applicable warranty, if any, on a passthrough basis and is otherwise sold "AS-IS" by Vendor.

## 7. **Ownership; Proprietary Rights.**

7.1 **The Services and XiO Hardware.** Except as otherwise expressly provided in the applicable Order referencing this Section 7.1, the Services, Deliverables, and all ideas, know-how, processes, software, documentation, information, drawings, documents, designs, models, inventions, copy-

rightable material, and other tangible and intangible materials authored, prepared, created, made, developed, delivered, conceived, or reduced to practice, in whole or in part, by Vendor in relation to this Agreement (collectively, the “**Works**”) and all copyrights, patent rights, trade secrets, trademarks, moral rights, and all other proprietary and intellectual property rights throughout the world in each of the foregoing (collectively, “**Intellectual Property Rights**”) are and will remain the sole and exclusive property of Vendor. As between Vendor and Customer, each party retains all of its rights to its trademarks, logos, trade names, and service marks, website(s), technologies, patents, copyrights, trade secrets, and other intellectual property, and proprietary rights. Without limiting the generality of the foregoing, Vendor shall at all times solely and exclusively own (i) all rights, title, and interest in and to the Platform and content therein (excluding Customer Data), the Professional Services, De-identified Data, and any and all improvements, enhancements, derivative works, and extensions thereof, and all Intellectual Property Rights therein and (ii) all Intellectual Property Rights in XiO Hardware. No implied licenses are granted. All rights not expressly granted to Customer in this Agreement are reserved to Vendor.

- 7.2 **Use of Information.** Customer hereby consents to Vendor’s use of Customer Information as required or permitted by this Agreement and for exercising and enforcing Vendor’s rights under this Agreement, including generating De-identified Data from Customer Information.
- 7.3 **Feedback.** Customer hereby grants XiO a perpetual, royalty-free, worldwide right to use any information, suggestions, bug reports and fixes, and ideas provided by or on behalf of Customer to XiO for enhancements, modifications, and other feedback regarding the Services, Hardware, or any other XiO product or service.
8. **Customer Cooperation.** Customer shall provide reasonable cooperation to Vendor in Vendor’s performance of Vendor’s obligations under this Agreement.
9. **Customer Obligations Regarding Site Conditions.** Except as otherwise disclosed in writing to Vendor and acknowledged in writing by Vendor in advance of providing Professional Services, Customer represents and warrants that, to Customer’s knowledge after reasonable inquiry, there are no potentially hazardous substances, environmental contamination, or conditions in, on, or near the properties required to be visited by Vendor employees or other representatives in performing Vendor’s obligations under the Agreement that present, within the context of similar facilities, an unreasonable and/or unanticipated danger to human health or the environment. Customer shall immediately notify Vendor if it becomes aware of a change in such circumstances. Vendor shall not be responsible for remedying any pre-existing hazardous materials, pre-existing hazardous conditions or pre-existing violations of laws, or regulations affecting the site where Professional Services are to be performed, and Customer shall indemnify, defend, and hold harmless Vendor from any liability, loss, damages, cost, and expense (including attorneys’ fees) arising out of or relating to a failure or breach of Customer’s representations, warranties, and undertakings in this Section.
10. **Protection and Use of Confidential Information.** Each party shall not use or disclose Confidential Information of the other party without the prior written consent of the other party or as permitted or required by this Agreement. The receiving party may disclose the other party’s Confidential Information to the extent necessary to comply with a lawful order of a court or taxing authority, or government regulation, on condition that the party making the disclosure provides the other party with reasonable advance written notice to the extent legally permissible, and reasonably cooperates with the other party’s efforts (at the other party’s request and expense) to seek confidential or protective treatment. In addition, each party shall take at least reasonable measures to protect and maintain in confidence the other party’s Confidential Information. Each party may disclose the terms of this Agreement to (i) its attorneys, accountants, and other professional advisors, or to potential investors or other third parties conducting due diligence in connection with a potential financing, change of control, or other similar transaction of the party, and (ii) in the case of Vendor, to Vendor’s independent contractors and service providers for the purpose of performing Vendor’s obligations under this Agreement, in each case, so long as the third party is under a duty of confidentiality with respect to the disclosure at least as protective as those in this Agreement. Customer may disclose this Agreement to the extent necessary to comply with applicable laws and regulations that make this Agreement a public document or to otherwise comply with applicable public disclosure laws and regulations; provided, however, that, to the extent permitted by law, Customer shall use commercially reasonable efforts to seek confidential treatment of all pricing information within this Agreement in connection with the disclosure. If Vendor is obligated to respond to a third-party subpoena or other compulsory legal order or process in connection with Customer Information or Customer’s use of the Hardware or Services, Customer shall reimburse Vendor for Vendor’s reasonable and documented related attorneys’ fees, and other reasonable costs and expenses of responding to the legal order or process at Vendor’s then-current hourly rates for such Services.

11. **Use of Third-Party Services and Subcontractors.** Vendor may, in the ordinary course of business, utilize third-party services (including third-party hosting and data centers) and may also engage independent contractors and subcontractors in performing its obligations under this Agreement (including for Hardware installation and other Professional Services) and Customer hereby consents to such use provided Vendor is responsible for its subcontractors' compliance with this Agreement in their performance on behalf of Vendor.
12. **Indemnification.**
  - 12.1 **By Vendor.**
    - 12.1.1 **General.** Vendor shall indemnify, defend, and hold harmless Customer and its officers, directors, agents, and employees (each a "**Customer Indemnified Party**") from and against any and all third-party claims, demands, losses, liabilities, suits, costs, and expenses (including reasonable attorney's fees and legal expenses) (collectively, "**Claims**") to the extent arising out of death, injury, and property damage to the extent caused by Vendor's gross negligence, or willful, reckless, or criminal misconduct in the performance of the Professional Services at Customer's location except to the extent caused by the negligence or misconduct of a Customer Indemnified Party or resulting from Customer's failure to comply with this Agreement.
    - 12.1.2 **Infringement.** Vendor shall indemnify, defend, and hold Customer Indemnified Parties harmless from all Claims to the extent arising out of or relating to any third-party claims, demands, or suits alleging that one or more of the XIO Hardware, the Platform, or the Services infringe a third-party's United States copyright or trademark rights except to the extent the alleged infringement is caused by: (a) changes or modifications to the Platform made or specified by Customer or any third party; or (b) combinations of the Platform or Professional Services Deliverables with any product or service not supplied or specified by Vendor under this Agreement. If a Claim contemplated under this Section 12.1.2 is brought, Vendor shall, at its sole option and expense, and within a reasonable period, use commercially reasonable efforts to (1) procure for Customer the right to continue using the allegedly infringing item; (2) replace the same with a non-infringing item providing materially equivalent functions and efficiency; (3) modify the same to be non-infringing without material loss of functionality; or, if none of the foregoing (1)-(3) is, in Vendor's sole discretion, commercially reasonable, at Vendor's notice, Customer shall discontinue use of the allegedly infringing item and Vendor shall refund to Customer the fees paid by Customer to Vendor corresponding to the period following the effective date of such discontinuance and any pre-paid unused Subscription fees. This Section 12.1.2 sets forth Vendor's sole liability, and Customer's sole and exclusive remedy, in lieu of all others, with respect to infringement.
  - 12.2 **By Customer.** Customer shall indemnify, defend, and hold harmless Vendor and its Affiliates and their respective officers, directors, agents, and employees (each an "**Vendor Indemnified Party**") from and against any and all Claims to the extent arising out of death, injury, and property damage to the extent caused by Customer's gross negligence, or willful, reckless, or criminal misconduct; and except in each case to the extent caused by the negligence or misconduct of a Vendor Indemnified Party or resulting from Vendor's failure to comply with this Agreement.
  - 12.3 **Procedures.** The obligations under this Section 12 are conditioned upon the indemnified party (i) giving the indemnifying party prompt written notice of any Claim; (ii) granting the indemnifying party complete control of the defense and (conditioned upon a full release of the indemnified parties) settlement of Claims; and (iii) reasonably cooperating with the indemnifying party in the defense and settlement of the Claims.
13. **Representations and Warranties by Both Parties.** Each party represents and warrants to the other party that (i) this Agreement is binding on it and it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, (ii) this Agreement does not conflict with any other agreement entered into by it and (iii) that it shall comply with all applicable law in connection with the performance of its obligations and use of the Hardware and Services.
14. **Disclaimers.** **Except for the express warranties provided in this Agreement, the Hardware and Services are provided "AS IS AND WITH ALL FAULTS" and "AS AVAILABLE" and to the fullest extent permissible under applicable law, Vendor disclaims all warranties, express, implied, and statutory, concerning the Hardware and Services, and otherwise related to this Agreement, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and any warranties of non-infringement. Vendor does not warrant (i) that the Hardware or Services will meet Customer's requirements, (ii) that the Platform's operation will be error-free or uninterrupted (including due to performance of the Internet, other transmission networks, and customer's local network and equipment, which systems**

Vendor is not responsible for providing), (iii) that the Services or any Hardware will properly operate when used with equipment, other systems, or configurations, in each case not specified by Vendor in an Order, or (iv) Vendor's qualification under state licensing provisions. Vendor's express warranties do not apply to failures due to misuse, electrical power line surge damage, improper installation by user, improper power supply attachment, water damage, or physical abuse or where resulting from Customer's failure to reasonably cooperate with Vendor's performance. Vendor does not provide design, installation, or maintenance services for water or other industrial systems generally. Proper installation and use of Vendor Hardware and Services may involve design, installation, and other considerations not provided by Vendor and for which Vendor is not responsible. Vendor is not responsible for (i) errors in data provided by Customer or its users or representatives, (ii) injury or property damage or other damages or losses due to a failure of Hardware or Services or resulting from local or remote management through Hardware and/or Services of Customer's facilities or systems, (iii) use of its Hardware and Services in a manner inconsistent with their specifications and intended use as provided by Vendor, or (iv) defects or problems in Hardware or Services to the extent caused by factors other than the Hardware or Services, or to the extent as a result of tampering with Hardware or Services (including without limitation disconnection, abuse, misuse, accident, alteration, neglect, unauthorized repair, relocation, or interference). Customer acknowledges that the Hardware and Services, as equipment and activities in an industrial operation, have an inherent risk of failure and Customer assumes such general risk. The specific risks disclaimed in this Section are not exhaustive. Procurement of Hardware or Services from Vendor does not limit Customer's obligation to ensure, and is not a replacement for, Customer's on-site monitoring and management of its facilities including responding to water leaks, malfunctions, and hazardous conditions. The entire responsibility in connection with the consequences resulting from the use of the Hardware and Services as well as the intended or achieved results resulting from the use of the Hardware and Services lies entirely with Customer. If Customer has acquired the Hardware or Services through an authorized distributor or reseller of Vendor, Vendor shall not be held responsible for any promises or warranties made by such distributor or reseller. To the maximum extent permitted by law, this Section shall apply even if any express warranty or limited remedies set forth in this Agreement fails of its essential purpose.

15. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Vendor or its Affiliates, including their respective employees, officers, directors, owners, agents, successors and assigns, be liable to Customer or to any third party for any indirect, incidental, special, exemplary or consequential damages, including, but not limited to, lost profits, loss of data, loss of use, business interruption, loss of good will, or cost of procuring substitute products or services, arising out of or in relation to this Agreement or the Hardware or Services, even if advised of the possibility of such damages or losses. Notwithstanding anything else in this Agreement to the contrary, Vendor's aggregate liability arising from, relating to, based on, or connected with this Agreement including the Hardware and Services, shall in any event and under any theory of recovery, including claims of negligence, be limited to the amount of fees actually received by Vendor under this Agreement relating to the Customer facility for which the claim accrued during the twelve month period immediately preceding the date on which Customer's claim first accrued.
16. **Limitations of Disclaimers and Limitations on Liability.** Applicable law in certain jurisdictions relevant to this Agreement may limit the contractual exclusion, limitation, or disclaimer of warranties or damages. In such cases, Vendor's liability (and the liability of its Affiliates and agents) will be limited in accordance with this Agreement to the greatest extent permitted by applicable law.
17. **Not a Licensed Contractor.** Customer acknowledges that Vendor is performing services as an independent contractor and that Vendor is a provider of water facility control systems and services and is not a licensed contractor. Customer acknowledges that Vendor may work with a third-party installer (who, if required by applicable law, will be licensed) to perform specified installation services described in the applicable Order. Customer acknowledges that Vendor is not a licensed contractor under California or other law or regulations or under the law or regulations of the state in which it will perform Professional Services (each are "state licensing provisions"). Customer hereby waives any claim, and shall not raise any defense to enforcement of a contract, on grounds that Vendor (i) is a contractor within the meaning of any state licensing provisions, or (ii) is required under any state licensing provisions or other applicable law to be licensed as a contractor.



18. **Force Majeure.** Vendor shall not be liable to Customer or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by Customer or its Affiliates due to (i) disruption or unavailability of communications, utility, hosting, or Internet service not within the reasonable control of Vendor, (ii) acts of war, acts of vandalism, pandemics, terrorism, hacking, lightning, flood, fire, strike, or (iii) any other causes not reasonably anticipated and beyond Vendor's reasonable control.
19. **Sale of Real Property.** If Customer sells or otherwise transfers ownership of an individual facility or property serviced by Vendor under this Agreement to an unrelated third party in an arms-length transaction, Customer may, with notification to Vendor delivered within 60 days following the transfer of ownership, assign the Services relating to such facility or property to the new owner only in respect of such individual facility or property and related Services, and only if the new owner agrees with Vendor in writing to be bound by an agreement substantially equivalent to this Agreement as it applies to the transferred Services, except that Customer acknowledges that splitting of Customer's Platform account and Services for purposes of the foregoing may require additional Services at additional cost. Any such assignment will not relieve Customer of obligations or liabilities under the Agreement occurring and/or accruing prior to the date of the assignment, and Customer shall continue to be bound by the Order to the extent not assigned. Absent such assignment in accordance with this Section, Customer will remain obligated under the Agreement for contracted Services relating to such transferred property.
20. **Publicity.** Customer consents to Vendor's reasonable and limited use of Customer's name, logo, and use case in promotion of Vendor's goods and services on condition that: (i) any public use, such as on a website or press release must first be submitted for approval by Customer and (ii) Customer reserves the right to terminate this use right at any time upon written notice to Vendor (email acceptable).
21. **Independent Contractor.** The relationship of Vendor and Customer is solely that of independent contractors. Nothing contained in this Agreement will be construed to make either party the other's partner, joint venturer, co-owner, agent, franchisee, or employee. Neither party is authorized or empowered to transact business, incur obligations, or make representations on behalf of the other party.
22. **Dispute Resolution.** In the event of any dispute arising out of or related in any way to this Agreement (except for non-payment by Customer), the parties shall, at the written request of either party, first attempt, in good faith, to settle such disputes informally through direct discussions and negotiations. If a resolution cannot be reached informally within a reasonable period (not to exceed 15 days), the parties shall, before the filing of any lawsuit, submit such disputes to and participate in good faith in at least one non-binding mediation before a mutually-acceptable mediator (or if they cannot agree, then the parties will each choose a mediator and the two mediators will select a third mediator to serve as the sole mediator). For purposes of the procedures set forth in this paragraph, a "dispute" means any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement. The foregoing does not apply to the seeking of injunctive relief. No formal proceedings for the judicial resolution of any dispute, except for the seeking of injunctive relief, may begin until the foregoing dispute resolution procedure has been completed except as otherwise agreed in writing by the parties.
23. **Miscellaneous.** This Agreement, including all its attachments, contains the entire agreement of the parties, and supersedes any and all previous or contemporaneous agreements, with respect to the subject matter hereof, whether oral or written. This Agreement will be binding and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Subject to Section 19, this Agreement may not be assigned by Customer, in whole or in part, without Vendor's prior written consent, such consent not to be unreasonably withheld. Any attempted assignment in violation of the foregoing is void. Vendor may assign, delegate, and subcontract any or all of its rights or obligations hereunder. All formal notices, requests, demands, consents, and communications under this Agreement must be in writing and delivered by electronic mail, by certified or registered mail, return receipt requested, or by overnight courier and will be deemed given five (5) days after deposit in the mail, two (2) days after deposit with an overnight courier, and on the date sent by email if sent during normal business hours of the sender, and on the sender's next business day if sent outside of the normal business hours of the sender, in each case with confirmation of email transmission. Notices will be sent to the party's most recent contact information set forth in the Order or such other contact information as the party may specify in writing for notification purposes in accordance with the foregoing from time to time. This Agreement is governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For purposes of enforcement of this Agreement, except

to the extent the parties otherwise agree in writing, the parties submit themselves to the exclusive jurisdiction of the state and federal courts located in Marin County in the state of California and hereby agree that such courts have exclusive jurisdiction for the enforcement of this Agreement and any rulings or orders associated therewith, and voluntarily waive any right to challenge jurisdiction based on any theory, including inconvenience of forum. Notwithstanding the foregoing, Vendor may seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce Vendor's rights under this Agreement. If any part of this Agreement is held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver will only be applicable to the specific instance(s) referenced in such written waiver. This Agreement may be amended only by a writing executed by each of the parties. Headings in this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof. Sections 7, 10, 12, 14 - 18, 22, and 23, Vendor's limited Hardware warranties in Section 6.2 (subject to their terms), and any and all payment obligations of Customer will survive a termination of this Agreement or any one or more Orders. The words "for example", "e.g." "including" and "includes" in this Agreement are deemed to be followed by "without limitation".

End General Terms and Conditions

### EXHIBIT B: Platform Terms and Conditions

These Platform Terms and Conditions (these, “**Platform Terms**”) are supplemental terms and conditions governing the provision by XiO, Inc. (“**Vendor**”) of access to and use of the Platform, as defined below, and are attached to the General Terms and made part of the Agreement between Vendor and Customer. These Platform Terms supplement, but do not replace, the General Terms and other terms and conditions of this Agreement. Capitalized terms used, but not defined in this Exhibit have the meaning given them elsewhere in the Agreement.

#### 1. **Definitions.**

- 1.1 “**Customer Data**” means electronic data submitted to and stored in the Platform by or behalf of Customer in using the Platform.
- 1.2 “**Platform**” means, collectively, the software application-based and other electronic services and data provided by Vendor to which Customer procures access and use pursuant to the Agreement via one or more of the Internet, cell and/or other wireless technology, and other telecommunications methods (“**Electronic Communications**”). The Platform may include web-based management and/or monitoring applications, and data feeds and services, and includes those that are accessed by the Customer through Hardware and other equipment. Platform excludes Professional Services.
- 1.3 “**Start Date**” means the date on which a Subscription Term commences as set forth in the applicable Order procuring the Subscription or if no date is indicated, then the effective date of the Order.
- 1.4 “**Subscription**” means the right to access and use the Platform for the applicable Subscription Term pursuant to and in accordance with this Agreement.
- 1.5 “**Subscription Fees**” mean the fees owed in consideration of a Subscription.
- 1.6 “**Subscription Term**” means, as to a Subscription, the Initial Term and any Renewal Terms (or until earlier terminated in accordance with this Agreement) commencing on the Start Date.

2. **General; Term of Subscription.** Subject to the terms and conditions of the Agreement (including payment by Customer of applicable Subscription Fees) and for the Subscription Term, Customer hereby subscribes to, and Vendor shall use commercially reasonable efforts to make available, access and use of the Platform via Electronic Communications solely for Customer’s internal business use. Subscriptions commence on the Start Date. The Subscription Term will continue for the initial term of the Subscription (the “**Initial Term**”) indicated on the applicable Order. If no such Initial Term is indicated, then the Initial Term is one (1) year. Upon expiration of the Initial Term, the Subscription Term will automatically renew for successive renewal periods of duration specified in the applicable Order or if not so specified, successive one-(1) year renewal terms (each, a “**Renewal Term**”) absent written notice by either party of its election to not so renew delivered at least 60 days prior to the renewal.

3. **Restrictions.** Customer shall not, and shall not knowingly permit any third party to, in whole or in part, (i) reverse engineer, decompile, or disassemble the Platform or use similar methods to determine any design structure, concepts, or construction method of the Platform, including its database, or replicate the functionality of the Platform for any purpose, (ii) copy, translate, resell, distribute, or create a derivative work of the Platform or use the Platform for timesharing, service bureau, or similar purposes, (iii) use the Platform for the purpose of building a similar or competitive product or service, (iv) obtain or knowingly assist in obtaining unauthorized access to the Platform including by sharing log-in credentials to access to Platform, (v) use the Platform in a manner that is contrary to applicable law, in violation of this Agreement or any third party rights of privacy or Intellectual Property Rights, (vi) use the Platform to store, access, distribute or transmit any material that is unlawful, inappropriate, or infringing; facilitates illegal activity; or causes or is reasonably likely to cause damage or injury to any person or property, or (vii) transmit viruses or other code intended to harm or surreptitiously intercept data to or from the Platform, or Vendor’s or a third party’s networks or systems, or adversely affect their operation or security. Customer shall indemnify, defend, and hold Vendor harmless from claims, demands, liabilities, losses, and costs and expenses (including attorneys’ fees) arising out of or relating to Customer’s breach of this Section 3. Vendor has the right (but not the obligation) to monitor and review all information and materials transferred to or otherwise stored under Customer’s account in the Platform for information, material, or activity that Vendor deems in its sole discretion to violate these Platform Terms or the Agreement generally. Customer shall comply with all applicable laws and regulations in connection with its use of the Platform including export laws and obtain any permits, licenses, and authorizations required to be obtained by Customer in using the Platform. Customer shall not remove, modify, or obscure any Vendor or other copyright, trademark, or other proprietary notices affixed to or displayed on or in the Platform and shall not knowingly allow any third party under Customer’s control to take any such action. Customer is responsible under this Agreement for all activities conducted in the Platform

under its login credentials and account including those of its independent contractors or any other third party.

4. **Customer Data; Right to Use; Other Customer Responsibilities.** Responsibility for ensuring that Customer Data is accurate and reflects Customer requirements lies solely with Customer. Customer hereby grants Vendor the right and license to use, copy, store, transmit, modify, process, and display Customer Data for the purposes of performing Vendor's obligations under this Agreement. The Platform may require the use of Hardware or other equipment such as transmitting sensors and communications and other hardware and software necessary to access the Internet and the Platform, which are not included in Subscription Fees (collectively, the "**Equipment**") and Customer is responsible for obtaining and maintaining Equipment, at Customer expense. Customer is responsible for maintaining the security of the Equipment, Customer account information, passwords and files, and for all uses of Customer's Platform account or the Equipment with or without Customer's knowledge or consent (excluding uses by Vendor in performing its obligations under this Agreement). Customer consents to Vendor's creation of De-identified Data from Customer Data. Vendor owns all right, title, and interest in and to De-identified Data and nothing herein restricts Vendor's use of De-identified Data in any manner whatsoever.
5. **Subscription Fees.** Customer shall pay all Subscription Fees in the amounts and according to the terms as are set forth in the applicable Orders procuring the Subscriptions. Except as otherwise specified in the Agreement, (i) Subscription Fees will be invoiced annually in advance and due within thirty (30) days of Customer's receipt of the invoice, and (ii) Vendor may increase Subscription Fees at each renewal of the Subscription Term by notice delivered at least 120 days' prior to the renewal. If Customer's use of the Platform exceeds the parameters or restrictions set forth in the applicable Order or otherwise requires the payment of additional Subscription Fees (per the terms of this Agreement), Customer will be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Subscriptions Fees are not refundable except in accordance with this Agreement.
6. **Service Level Agreement Terms.** During the Subscription Term, Vendor shall meet the service levels on and subject to the terms and conditions indicated in the Service Level Agreement Terms attached as Exhibit C.
7. **Platform Disclaimer.** Without limiting Section 14 of the General Terms (Disclaimers), the Platform provided by Vendor relies upon numerous interconnected communication and other technologies that are inherently not fault-free and may contain errors or become interrupted. Vendor disclaims responsibility for liabilities, losses, claims, and demands resulting from any such errors or interruptions. The Platform should not be used for fault-intolerant applications or where such errors or interruptions would present a high degree of risk. Certain Platform features allow alerts and notifications to be sent to mobile devices. Vendor is not responsible for text or other mobile communications charges resulting from such alerts and notifications or for alert failures due to failures of the mobile device or its connectivity. Vendor is not responsible for Platform errors due to Hardware or other equipment failure.
8. **Improvements to Platform.** Vendor may make enhancements, updates, and other modifications to the functionality, user interface, usability, and documentation of the Platform from time to time in its sole discretion as part of its ongoing effort to improve its offerings, so long as such modifications do not materially diminish the functionality of the Platform.
9. **Ownership of Platform.** Without limiting Section 7 of the General Terms (Ownership; Proprietary Rights), as between Vendor and Customer, Vendor owns all right, title and interest in and to the Platform including all Intellectual Property Rights therein. Nothing in this Agreement grants Customer any right, title or interest in or to the Platform other than the limited right to access and use the Platform during the Subscription Term in accordance with the Agreement. All rights not expressly granted to Customer in this Agreement are reserved by Vendor.
10. **Termination of a Subscription for Cause.** Either party may terminate a Subscription during the Subscription Term in the event that the other party has committed a material breach of this Agreement that is not cured within thirty (30) days after the other party's receipt of written notice thereof, which notice must expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure the alleged breach, except that the cure period for failure of Customer to pay fees when due is five (5) days.
11. **Effect of Termination.** Upon termination or expiration of a Subscription, for any reason, Customer shall cease all use of the Platform and Vendor has the right, at any time more than ninety (90) days following such termination or expiration, to permanently delete Customer Data and Customer's account associated with the terminated Subscription.

12. **Export; U.S. Governmental Rights.** Customer shall not remove or export from the United States or knowingly permit the export or re-export of the Platform, or any of its source code, object code, or underlying structure, ideas, know-how or algorithms, documentation or data (the “**Platform Materials**”), or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. The Platform Materials are “commercial items”, “commercial computer software”, and “commercial computer software documentation” under U.S. federal acquisition regulations (FAR) and U.S. defense federal acquisition regulations (DFAR). Consistent with such regulations, any use modification, reproduction, release, performance, display, or disclosure of Platform Materials by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by this Agreement.

End Platform Terms and Conditions

### EXHIBIT C: Service Level Agreement Terms

These Service Level Agreement Terms (these “**SLA Terms**”) are provided pursuant to that certain Agreement to which these SLA Terms are attached between Vendor and Customer and form part of the Agreement. Capitalized terms used in these SLA Terms, but not defined herein have the meaning given to them elsewhere in the Agreement.

#### 1. **Availability Service Levels**

1.1 **Definitions** For purposes of these SLA Terms, the following terms have the following meanings:

1.1.1 “**Emergency Maintenance**” means Vendor’s unplanned or emergency maintenance for application of hotfixes, security related maintenance activities, and other actions necessary to maintain the integrity or operation of the Platform during which the Platform is unavailable.

1.1.2 “**Scheduled Maintenance**” means scheduled maintenance to maintain the integrity or operation of the Platform during which the Platform is unavailable.

1.1.3 “**Total Monthly Time**” means the total number of minutes in the applicable calendar month.

1.1.4 “**Unavailable Monthly Time**” means the total number of minutes in the applicable calendar month during which the Platform was unavailable for use.

1.1.5 “**Uptime Percentage**” =  $((A-B+C)/A)$   
multiplied by 100 and expressed as a percentage, where:

A = Total Monthly Time;

B = Unavailable Monthly Time; and

C = Excluded Monthly Time (as defined below)

1.2 **Availability Commitment** Subject to these SLA Terms:

1.2.1 During the Subscription Term, Vendor shall use commercially reasonable efforts to ensure that the Platform will have an Uptime Percentage of at least **99.9%**; and

1.2.2 Vendor shall endeavor to schedule Scheduled Maintenance to occur outside of Vendor’s normal business hours and to provide Customer at least 48 hours’ notice prior to Scheduled Maintenance. No prior notice to Customer is required for Emergency Maintenance; however, Vendor shall use commercially reasonable efforts to notify Customer in advance of Emergency Maintenance.

1.3 **Exclusions.** Notwithstanding anything to the contrary in these SLA Terms, no Unavailable Monthly Time will be deemed to have occurred if it: (a) is caused by factors outside of Vendor’s reasonable control, including, without limitation, Internet access or related problems occurring beyond the point in the network where Vendor maintains access and control over the Platform; (b) results from failures or issues in satellite, radio, cellular, or other non-Internet-based telecommunications transmissions used to communicate with or to the Platform, whether procured through Vendor or otherwise; (c) results from any actions or inactions of Customer or any third party (except for Vendor’s agents and subcontractors); (d) results from any Customer third party application(s), Customer’s equipment, software, or other technology, add-on services, or third-party equipment, software, or other technology; (e) occurs during Scheduled Maintenance; (f) occurs during Emergency Maintenance; or (g) is less than five (5) minutes of continuous unavailability in duration (minutes of unavailability in the calendar month resulting from (a)-(g) collectively, “**Excluded Monthly Time**”).

1.4 **Unavailability Credits**

1.4.1 For any calendar month that has an Uptime Percentage indicated in the Unavailability Credit Table below, Customer may request an Unavailability Credit corresponding to the Uptime Percentage, where “Unavailability Credit” is calculated as the applicable Unavailability Credit Percentage of the Subscription Fees corresponding to the calendar month at issue. The Unavailability Credit will be credited toward the next invoice for Subscription Fees or refunded if the Subscription Term expires or is terminated before it can be so credited.

1.4.2 Customer must request the Unavailability Credit by submitting a request to Vendor via email to [accounts-receivable@xiowater.com](mailto:accounts-receivable@xiowater.com) during the first 15 calendar days of the calendar month immediately following the calendar month for which the credit is claimed.

1.4.3 Unavailability Credit Table:

Uptime Percentage	Unavailability Credit Percentage (%)
99.5% - <99.9%	2.0%
98.5% - <99.5%	3.0%
<98.5%	5.0%

1.5 **Chronic Unavailability** If the Platform experiences an Uptime Percentage that is less than **98.5%** for any two consecutive months, or for any four out of 12 consecutive months, then Customer will have the right, upon 10 business days’ notice to Vendor, to terminate the Subscription in which case Vendor shall refund to Customer its prepaid and unused fees corresponding to the period from the effective date of termination to the expiration of the then applicable Subscription Term. The foregoing credits and termination right constitute Vendor’s sole and entire liability to Customer, and Customer’s sole and exclusive remedy with respect to Vendor’s failure to meet Vendor’s commitments regarding availability of the Platform provided in this Exhibit C.

2. **Standard Support**

2.1 **Standard Support Access and Hours.** Vendor shall provide requested general technical support services to address errors in the Platform as further described in and subject to the Standard Support terms in this Section 2 of these SLA Terms (such support services, “**Standard Support**”). Standard Support is available without extra charge from 8am – 5pm Pacific time, Monday – Friday, except Vendor holidays (“**Standard Support Hours**”) through Vendor’s online ticketing system accessible at [www.xiowater.com](http://www.xiowater.com) and via email at [support@xiowater.com](mailto:support@xiowater.com). Vendor reserves the right to update the contact information for accessing Standard Support from time to time by written notice to Customer.

2.2 **Standard Support Service Levels.** Each request for Standard Support received by Customer must identify an Error (defined below) and will be assigned a case number (each, a “Case”). An “Error” means a failure of the Platform to perform in accordance with its specifications as further described in the Error Description column below. For each Error, Vendor will prioritize the Case in accordance with the Severity Levels in the table below and will work to provide a temporary or permanent solution, fix, or work-around that resolves the material aspects of the Error with the corresponding Level of Effort as described in the table below.

2.3 **Standard Support Service Levels Table:**

EXHIBIT C: Service Level Agreement Terms

Severity Level	Error Description	Target Initial Response Time	Level of Effort
“Severity 1 (Critical)”	Critical production issue affecting all users, including Platform unavailability and data integrity issues with no workaround available.	Four (4) hours	Vendor shall use best efforts, applying its resources on a 24 hour per day basis to the exclusion of other priorities, to correct the Error as quickly as possible.
“Severity 2 (High)”	Major functionality is impacted. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.	Four (4) Hours	Vendor shall use best efforts, applying resources during normal business hours, to correct the Error as quickly as reasonably practicable.
“Severity 3 (Medium)”	Platform performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.	Eight (8) hours	Vendor shall use commercially reasonable efforts, applying resources during normal business hours, to correct the Error as quickly as reasonably practicable.
“Severity 4 (Low)”	Inquiry regarding a routine technical issue; bug affecting a small number of users. Reasonable workaround available.	Twenty four (24) hours	Vendor shall use commercially reasonable efforts to correct the Error.

As used above, “**Target Initial Response Time**” means the elapsed time during Standard Support Hours between the moment a request regarding an Error is first submitted to Vendor via a Standard Support contact until Vendor first responds to the request except that, if the request is submitted during the last 30 minutes of Support Hours on a given day, the elapsed time will be measured from the start of the next day on which Standard Support Hours are available.

Under no circumstances does Vendor warrant or represent that Errors can or will be corrected.

**2.4 Customer Obligations for Standard Support.** Vendor’s ability and obligation to fulfill its Standard Support obligations is conditioned upon Customer (a) providing all relevant information necessary for Vendor to respond to a Standard Support request within the applicable response times set forth above; (b) providing all relevant information and any additional requested information and documentation necessary for Vendor to reproduce the Error; (c) designation of Customer’s primary and secondary contacts (along with after-hours contact information for such personnel) who have been trained on the Platform and who can provide Vendor with all requested information; (d) submission of Standard Support requests promptly in response to an Error; (e) using commercially reasonable efforts to diagnose and resolve problems in the operation of the Customer’s interface to the Platform prior to submitting a request for Standard Support; (f) using commercially reasonable efforts to confirm that reported problems are not due to Customer’s systems or third-party systems; (g) consultation of Vendor-supplied documentation before submitting Standard Support requests; and (h) providing Vendor with remote access to Customer’s account or environment on the Platform for purposes of providing the requested Standard Support. Customer acknowledges that if it provides Vendor with erroneous information, or fails to provide all reasonably available information, then Vendor will not be liable for delays in, or improper performance of Standard Support. Customer is responsible for procuring, installing, and maintaining all applications, equipment, telephone lines, communications interfaces, and other hardware necessary to access the Platform and to obtain Standard Support.

**2.5 Standard Support Exclusions.** The following are outside the scope of Standard Support:

- support provided outside of the Standard Support Hours;
- support that relates to or becomes necessary due to failure of computer hardware, equipment or programs not provided by Vendor,



- negligence of Customer, error by Customer in operation of the Platform, or improper modification or use of hardware or software by Customer;
- maintenance and support of hardware, software programs, or data connections not provided by Vendor ("**Third Party Products**");
- development, customization, coding, installation, integration, consulting, and training;
- any other services that are not for the identification and resolution of Errors in the Platform; and
- issues or failures caused by:
  - Customer acts or omissions, including any Customer misuse or abuse of the Vendor system or in violation of the Agreement;
  - Any force majeure event as described in the Agreement;
  - Viruses or system attacks not prevented by Vendor's application of industry standard anti-virus software; and
  - An increase in Platform utilization by Customer materially beyond the Platform's standard or mutually agreed hosting capacity.

2.6 **Out-of-Scope Support.** If Customer does not have Premium Technical Support and requests and receives technical support from Vendor that is provided outside of Standard Support Hours or is otherwise outside the scope of Standard Support (for example, providing assistance or training in use of the Platform, troubleshooting of non-Vendor products or services, or light engineering advice) or if Customer is subject to additional charges for overuse of Premium Technical Support as described in Section 3.3 ("**Out-of-Scope Support**"), then Customer will be charged and agrees to pay for such excess support on an hourly basis at Vendor's then generally applicable hourly rates for the type of support provided. Higher rates will apply for Out of Scope Support provided outside of Standard Support Hours, that is outside of the scope of Standard Support, or that involves assistance from a Vendor engineer. Any such charges will be invoiced and payable monthly in arrears. Customer may request Vendor's support services hourly rates at any time. Out-of-Scope Support is subject to Section 3.5 below (Disclaimer).

2.7 **Chronic Support failures.** If Vendor materially fails to meet its Standard Support commitments in this Exhibit C for any two consecutive months, or for any four out of 12 consecutive months as shown by reasonable documentation, then Customer will have the right, upon 30 days' prior written notice to Vendor, to terminate the Agreement in which case Vendor shall refund to Customer its prepaid and unused Subscription Fees corresponding to the period from the effective date of termination to the expiration of the then applicable Subscription Term. The foregoing termination right constitutes Vendor's sole and entire liability to Customer, and Customer's sole and exclusive remedy with respect to Vendor's failure to meet the Standard Support commitments in this Exhibit C.

### 3. **Premium Technical Support**

3.1 The following terms apply only to Customers that have procured Premium Technical Support. Premium Technical Support is an enhanced technical support plan, further described below, which includes an annual allotment of support points that may be redeemed at different rates depending on the nature and timing of the support provided and that, in addition to online ticketing and email support contacts provided with Standard Support, includes telephone support at the support telephone number made available by Vendor to its Premium Technical Support Customers ("**Premium Technical Support**").

3.2 **Scope.** In addition to receiving Standard Support, Customers that have purchased Premium Technical Support may request technical support for assistance in the use of the Platform, requests that may involve some light engineering, and requests that may involve or relate to software, hardware, services, or products provided by third parties ("**Third-Party Products**"). Subject to Section 3.5 (Disclaimer) below, Vendor will use its commercially reasonable efforts to fulfill and/or resolve its Premium Technical Support requests. Standard Support requests (i.e., those involving errors in the Platform provided during Standard Support Hours) will be subject to the Standard Support terms in Section 2 (Standard Support) above.

3.3 **Support Points.** On or before the Start Date of the Subscription Term, Customers with Premium Technical Support will be allotted the number of support points indicated in the applicable Order purchasing Premium Technical Support, which points will be redeemable during the Subscription Term. The points expire if not redeemed during the Subscription Term for which they were allotted. Support points are redeemed for Premium Technical Support provided at the applicable rate in the table below based on the time spent by Vendor providing the support, subject to the rounding

described below. Premium Technical Support provided via telephone, email, the online ticketing portal, or otherwise, as well as time spent by Vendor on the support case outside of communications with Customer count for purposes of determining points redeemed. Standard Support provided during Standard Support Hours will not use or count against Premium Technical Support points. Every approximately three months, Vendor will provide Customer a statement of Standard and Premium Technical Support provided and an accounting of points redeemed and remaining since the period covered by the last such report provided (or since the Start Date, as applicable). If Customer has exhausted its available points during the Subscription Term, Premium Technical Support will still be provided at Vendor’s applicable hourly rates in the manner specified in Section 2.6 (Out-of-Scope Support), except that the rates will be discounted by the discount percentage applicable to the Premium Support level or plan that Customer has procured (as indicated in the applicable Order). Unused points have no cash value and expire upon termination or expiration of the Subscription for which the Premium Technical Support was procured.

**3.4 Premium Technical Support Point Redemption Rates:**

Type of Premium Technical Support	During/Outside Standard Support Hours	Rate of Point Redemption*
Premium Technical Support (not provided by a Vendor engineer)	During Standard Support Hours	1 point redeemed per hour of support provided.
Premium Technical Support or Standard Support (not provided by a Vendor engineer)**	Outside Standard Support Hours	1.5 points redeemed per hour of support provided.
Premium Technical Support provided by a Vendor engineer***	During Standard Support Hours	2 points redeemed per hour of support provided.

\*For purposes of point redemption for a support case, Premium Technical Support provided for the case will be rounded up to the nearest 6 minute increment. For example, with respect to a Premium Technical Support case, 21 minutes of actual time spent by Vendor providing the support would be treated as the provision of 24 minutes of support.

\*\* Support provided outside of Standard Support Hours (regardless of whether the issue is within or outside the scope of Standard Support) redeems points at 1.5 points per hour, subject to the applicable rounding described above.

\*\*\* Engineer-provided Premium Technical Support is not available outside of Standard Support Hours.

**3.5 Disclaimer.** With respect to Premium Technical Support that involves engineering and/or that relates to Third Party Products, Customer acknowledges that Vendor makes no guarantees as to Vendor’s ability to resolve or otherwise provide such support or as to the accuracy or appropriateness of any such support that is provided. Engineering provided through Premium Technical Support is intended for relatively minor engineering matters or where exigent circumstances require immediate attention and action. Engineering needs that involve complex or critical functions or problems should be addressed, if at all, through the provision of Professional Services separately procured pursuant to a properly scoped Statement of Work and not through Premium Technical Support whenever possible. Vendor reserves the right at any time to decline to provide engineering and assistance with Third Party Products through Premium Technical Support that Vendor determines in its sole discretion is beyond the scope of what is appropriate for Premium Technical Support, including at any time after such support has been commenced.

**3.6 Changes to these SLA Terms.** During the Subscription Term, upon reasonable notice, Vendor reserves the right to reasonably modify these SLA Terms, but not in manner that materially, adversely reduces Vendor’s commitments herein.

End of Service Level Agreement Terms

# Pleasant Valley County Water District

## Meeting Bank Accounts Register

### As of January 19, 2024

Type	Date	Num	Name	Amount
<b>1000 · Cash</b>				
<b>1010 · Pacific Western-Checking</b>				
Bill Pmt -Check	12/05/2023	9833	ACWA/JPIA	(470.42)
Bill Pmt -Check	12/05/2023	9834	Atlantis Utility Inc	(229.42)
Bill Pmt -Check	12/05/2023	9835	BONDY GROUNDWATE...	(1,000.00)
Bill Pmt -Check	12/05/2023	9836	City of Camarillo	(81.01)
Bill Pmt -Check	12/05/2023	9837	Culligan of Ventura Cou...	(133.50)
Bill Pmt -Check	12/05/2023	9838	Dial Security	(72.00)
Bill Pmt -Check	12/05/2023	9839	Diener's Electric	(572.07)
Bill Pmt -Check	12/05/2023	9840	E.J. Harrison & Sons	(201.66)
Bill Pmt -Check	12/05/2023	9841	Prudential Overall Supply	(56.91)
Bill Pmt -Check	12/05/2023	9842	STREAMLINE	(355.00)
Bill Pmt -Check	12/05/2023	9843	U S Bank Payment Center	(581.34)
Bill Pmt -Check	12/05/2023	9844	Underground Service Alert	(32.75)
Bill Pmt -Check	12/05/2023	9845	XIO, INC.	(614.00)
Bill Pmt -Check	12/05/2023	9846	BROWNSTEIN HYATT F...	(9,275.97)
Check	12/06/2023	eft	SCE/Payment Processing	(37,654.01)
Paycheck	12/11/2023	DD17...	Daniel J Vasquez	
Paycheck	12/11/2023	DD17...	Nancy M Lawrence	
Paycheck	12/11/2023	DD17...	Paul A Otero	
Paycheck	12/11/2023	DD17...	Jared Bouchard	
Liability Check	12/11/2023		QuickBooks Payroll Serv...	(14,951.79)
Bill Pmt -Check	12/12/2023	9847	Signarama	(487.28)
Bill Pmt -Check	12/19/2023	9848	Camrosa Water District	(220,872.49)
Bill Pmt -Check	12/19/2023	9849	Access Information Man...	(542.44)
Bill Pmt -Check	12/19/2023	9850	AIRGAS USA, LLC	(49.38)
Bill Pmt -Check	12/19/2023	9851	Arnold, LaRoche, Etal	(2,016.00)
Bill Pmt -Check	12/19/2023	9852	AT&T Mobility	(99.81)
Bill Pmt -Check	12/19/2023	9853	BROWNSTEIN HYATT F...	(5,268.79)
Bill Pmt -Check	12/19/2023	9854	County Of Ventura - PW...	(3,500.00)
Bill Pmt -Check	12/19/2023	9855	E.J. Harrison & Sons	(201.66)
Bill Pmt -Check	12/19/2023	9856	Eide Bailly LLP	(3,979.95)
Bill Pmt -Check	12/19/2023	9857	Environmental Health Div	(1,338.89)
Bill Pmt -Check	12/19/2023	9858	FGL Environmental	(179.00)
Bill Pmt -Check	12/19/2023	9859	Prudential Overall Supply	(113.82)
Bill Pmt -Check	12/19/2023	9860	SOARES, SANDALL & P...	(1,720.50)
Bill Pmt -Check	12/19/2023	9861	Michael K. Nunley & Ass...	(29,687.30)
Paycheck	12/22/2023	DD18...	Daniel J Vasquez	
Paycheck	12/22/2023	DD18...	Nancy M Lawrence	
Paycheck	12/22/2023	DD18...	Jared Bouchard	
Paycheck	12/22/2023	DD18...	Paul A Otero	
Liability Check	12/22/2023		QuickBooks Payroll Serv...	(14,583.33)
Bill Pmt -Check	12/27/2023	9862	UWCD	(185,820.93)
Bill Pmt -Check	12/27/2023	9863	City of Oxnard	(7,132.44)
Paycheck	01/08/2024	9864	Craig R Kaihara	(92.35)
Paycheck	01/08/2024	9865	John Menne	(184.70)
Paycheck	01/08/2024	9866	John S. Broome	(184.70)
Paycheck	01/08/2024	9867	Peter W Hansen	(184.70)
Paycheck	01/08/2024	9868	Thomas P Vujovich	(184.70)
Paycheck	01/08/2024	DD18...	Daniel J Vasquez	
Paycheck	01/08/2024	DD18...	Nancy M Lawrence	
Paycheck	01/08/2024	DD18...	Paul A Otero	
Paycheck	01/08/2024	DD18...	Jared Bouchard	
Liability Check	01/08/2024		QuickBooks Payroll Serv...	(14,561.21)
Bill Pmt -Check	01/11/2024	9869	Access Information Man...	(542.44)
Bill Pmt -Check	01/11/2024	9870	Atlantis Utility Inc	(229.42)

**Pleasant Valley County Water District**  
**Meeting Bank Accounts Register**  
**As of January 19, 2024**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Amount</i>
Bill Pmt -Check	01/11/2024	9871	BONDY GROUNDWATE...	(62.50)
Bill Pmt -Check	01/11/2024	9872	Camrosa Water District	(201,323.22)
Bill Pmt -Check	01/11/2024	9873	Castle Cleaning Services	(210.00)
Bill Pmt -Check	01/11/2024	9874	City of Camarillo	(63.72)
Bill Pmt -Check	01/11/2024	9875	Culligan of Ventura Cou...	(68.32)
Bill Pmt -Check	01/11/2024	9876	Dial Security	(72.00)
Bill Pmt -Check	01/11/2024	9877	Diener's Electric	(237.00)
Bill Pmt -Check	01/11/2024	9878	FGL Environmental	(179.00)
Bill Pmt -Check	01/11/2024	9879	Grainger	(212.90)
Bill Pmt -Check	01/11/2024	9880	Michael K. Nunley & Ass...	(28,811.18)
Bill Pmt -Check	01/11/2024	9881	Muni Billing	(14,878.68)
Bill Pmt -Check	01/11/2024	9882	Pitney Bowes Global Fin...	(194.86)
Bill Pmt -Check	01/11/2024	9883	Prudential Overall Supply	(170.73)
Bill Pmt -Check	01/11/2024	9884	RICOH USA, INC	(97.04)
Bill Pmt -Check	01/11/2024	9885	STREAMLINE	(355.00)
Bill Pmt -Check	01/11/2024	9886	U S Bank Payment Center	(625.71)
Bill Pmt -Check	01/11/2024	9887	Underground Service Alert	(25.75)
Bill Pmt -Check	01/11/2024	9888	WEX BANK	(1,107.18)
Bill Pmt -Check	01/11/2024	9889	XIO, INC.	(584.00)
Bill Pmt -Check	01/11/2024	9890	AIRGAS USA, LLC	(50.42)
Total 1010 · Pacific Western-Checking				(809,369.29)
Total 1000 · Cash				(809,369.29)
<b>TOTAL</b>				<b><u>(809,369.29)</u></b>